

ARDMORE COMMON CONDOMINIUM

LOCATED IN THE SW 1/4 SECTION 33 T1N, R1E, W.M.

CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

A REPLAT OF A PORTION OF LOTS 5 & 14 AND ALL OF

LOTS 6, 7, 8, 11, 12 & 13 BLOCK 1 ARDMORE

OCTOBER 1988

SCALE: 1" = 30'

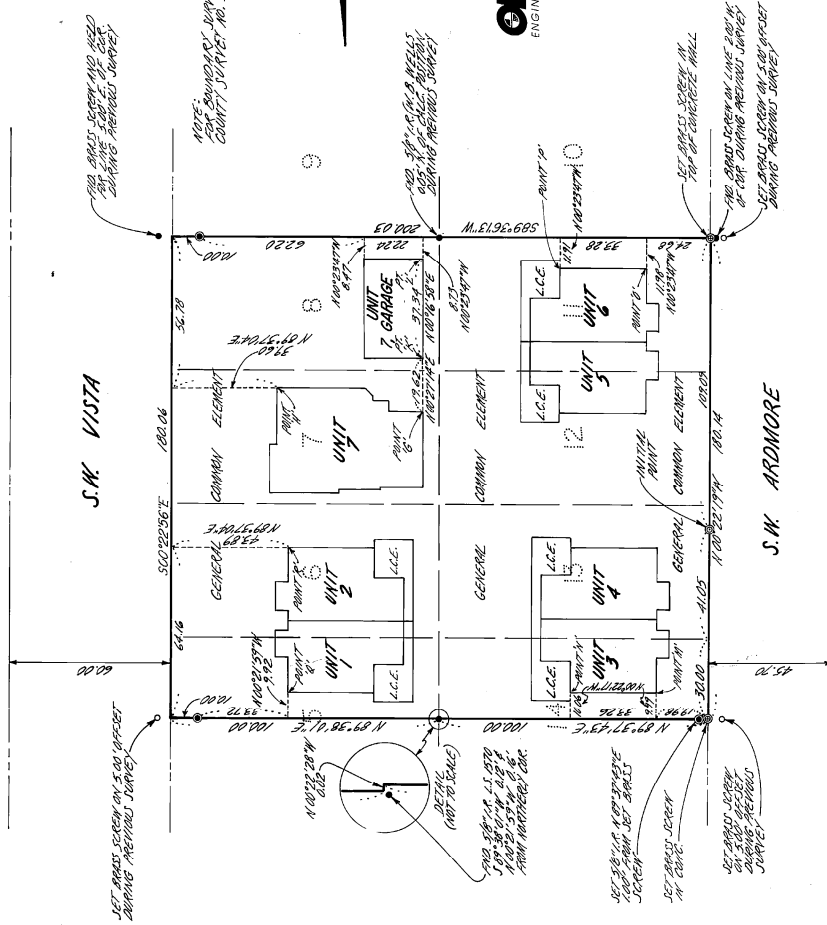


BOUNDARY SURVEY FOR ARDMORE COMMON CONDOMINIUM

OLSON
LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 811 BROADWAY VANCOUVER, WA 98660

LEGEND:

- METRIC POINT - SET BY G.P. WITH A 5/8" DIA. IRON ROD AND PLASTIC CAP WITH 1/4" DIA. METRIC SCREW DURING RECONSTRUCTION
- SET BY 3/8" DIA. IRON ROD WITH PLASTIC CAP WITH 1/4" DIA. METRIC SCREW DURING RECONSTRUCTION
- SET BY 3/8" DIA. IRON ROD WITH PLASTIC CAP WITH 1/4" DIA. METRIC SCREW DURING RECONSTRUCTION
- FOUND MONUMENTS AS NOTED
- L.C.C. - LIMITED COMMON ELEMENT



SURVEYOR'S CERTIFICATE

I, JERRY C. OLSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH MONUMENTS THE LAND REPRESENTED ON THE MAP OF ARDMORE COMMON CONDOMINIUM PLAT FOR THE INITIAL POINT OF THE SURVEY. I SET A 2" GALVANIZED PIPE, 36" IN LENGTH, 6" BELOW THE GROUND ON THE WEST LINE OF TOWNSHIP 14 NORTH, 6" EAST OF THE WILLAMETTE MERIDIAN IN MULTNOMAH COUNTY, OREGON, AS THE INITIAL POINT OF LOT 1 OF SAID BLOCK 1 OF ARDMORE; THENCE NORTH 00° 22' 18" WEST 109.09 FEET FROM THE SOUTHWEST CORNER OF LOT 1 ALONG SAID WEST LINE 71.06 FEET TO THE NORTH LINE OF SAID BLOCK 1; THENCE NORTH 00° 22' 18" WEST 89° 38' 01" EAST ALONG SAID NORTH LINE 100.00 FEET TO THE EAST LINE OF SAID BLOCK 1; THENCE NORTH 00° 22' 18" WEST 89° 37' 01" EAST ALONG SAID NORTH LINE 100.00 FEET TO THE SOUTH HALF OF LOT 15 OF SAID BLOCK 1 OF ARDMORE; THENCE EAST LINE OF SAID BLOCK 1; THENCE SOUTH 00° 22' 18" WEST 180.06 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE SOUTH 89° 36' 13" WEST ALONG THE SOUTH LINE OF SAID BLOCK 1; THENCE NORTH 00° 22' 18" WEST ALONG THE WEST LINE OF SAID BLOCK 1 109.09 FEET TO THE INITIAL POINT. THIS PLAT FULLY AND ACCURATELY DEPICTS THE CONSTRUCTION OF THE UNITS AND BUILDINGS AND THAT PLAT HAS BEEN COMPLETED.

SUBSCRIBED AND SWORN BEFORE ME THIS 14TH DAY OF NOVEMBER, 1988.

ACKNOWLEDGEMENT

STATE OF OREGON) ss
COUNTY OF MULTNOMAH)

THIS CERTIFICATE THAT ON THIS 14 DAY OF NOVEMBER, 1988 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED BEFORE ME SVEN R. ROSLUND AND GEORGIA ROSLUND, WHO BEING DULY SWORN DID SAY THAT HE SVEN R. ROSLUND IS THE PRESIDENT, AND SHE GEORGIA ROSLUND IS THE SECRETARY OF THE ROSLUND COMPANY, AND THAT THE FOREGOING INSTRUMENT IS A FREE ACT AND DEED.

GINA FINSTAD
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 5, 1989

Gina Finstad

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT SVEN R. AND GEORGIA ROSLUND AND THE ROSLUND COMPANY DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "ARDMORE COMMON CONDOMINIUM" TO BE A CONDOMINIUM AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERETO ANNEXED AND Laid out by them as a CONDOMINIUM SAID LAND BEING DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERETO ANNEXED AND THEY DO HEREBY COMMIT SAID LAND TO THE OPERATION OF THE OREGON CONDOMINIUM ACT AS LAID OUT IN CHAPTER 94 OF THE OREGON REVISED STATUTES.

Sven R. Roslund
SVEN R. ROSLUND
President

Georgia Roslund
GEORGIA ROSLUND
Secretary

W. S. CHURCH
NOTARY PUBLIC - OREGON
Commission Expires 7-24-91

APPROVALS

APPROVED *Mayor in Authority* 1988
BUREAU OF BUILDINGS, CITY OF PORTLAND, OREGON

BY: NOVEMBER 16, 1988

APPROVED NOVEMBER 22, 1988
COUNTY SURVEYOR, MULTNOMAH COUNTY, OREGON

BY: *Deanna V. Gatz*

ATTEST:
COUNTY RECORDING OFFICE, MULTNOMAH COUNTY, OREGON
RECORDED December 27, 1988

BY: *W. W. O'Brien*

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 94.036 HAVE BEEN PAID AS OF DECEMBER 27, 1988.

DIRECTOR, DIVISION OF ASSESSMENT AND TAXATION
MULTNOMAH COUNTY, OREGON.

BY: *Gregg Bennett* DEPUTY

I HEREBY CERTIFY THAT THIS TRACING IS A TRUE AND EXACT COPY OF THE PLAT OF ARDMORE COMMON CONDOMINIUM

Jerry C. Olson

ARDMORE COMMON CONDOMINIUM
 LOCATED IN THE SW 1/4 SECTION 33 T14 R1E W4
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON
 A REPEAT OF A PORTION OF LOTS 5 & 14 AND ALL OF
 LOTS 6, 7, 8, 11, 12 & 13 BLOCK 1 ARDMORE

OCTOBER 1988

NOTES:

1. ALL WALL THICKNESSES ARE 6 IN. FEET UNLESS OTHERWISE NOTED.
2. FOR BOUNDARY SURVEY, SEE COUNTY JOURNAL NO. 308257.

LEGEND:

- G.C.E. - GENERAL COMMON ELEMENT
- L.C.E. - LIMITED COMMON ELEMENT
- F.F.L. - FLOOR ELEVATION
- C.E.L. - CEILING ELEVATION
- S.O.F.F. - SQUARE FEET
- S.L.S. - DISTANCE OF CEILING JOIST
- E.L. - ELEVATION JOINT
- DEPOSED CHANGE IN ELEVATION

SCALE: 1" = 10'

DEATCH MARK:

CITY OF PORTLAND, BAR # 1190
 BARBARA CHAPMAN, REGISTERED ARCHITECT
 602-562-5100

OLSON LAND SURVEYORS
 ENGINEERS
 ENGINEERING INC. 1111 BROADWAY, WAINWATER, WA 98640

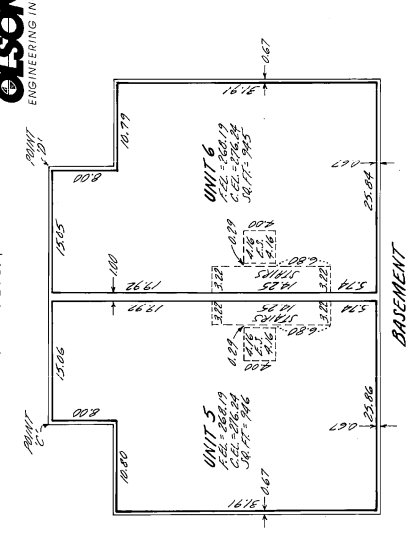
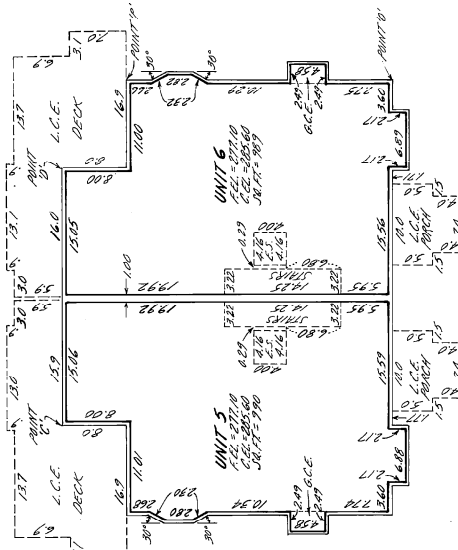
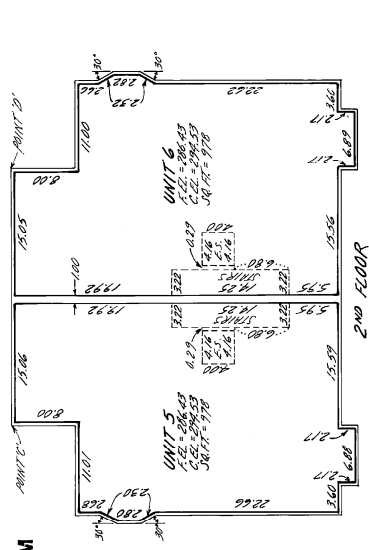
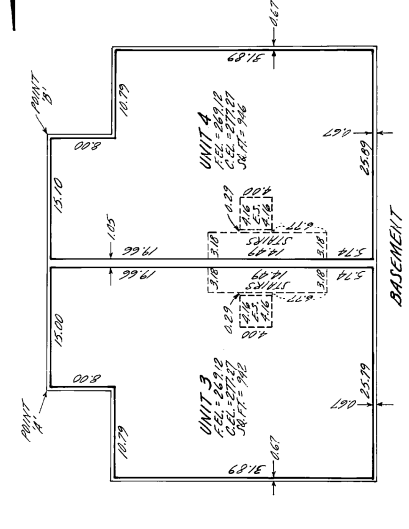
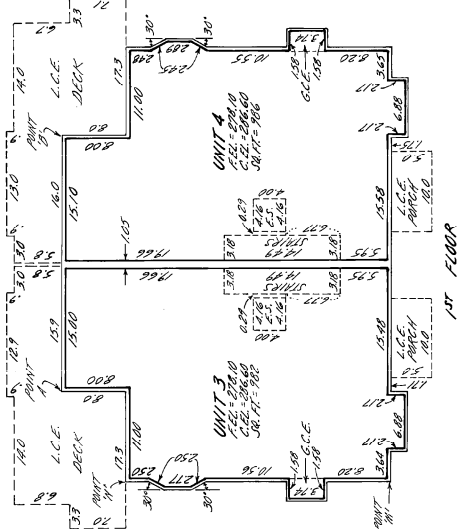
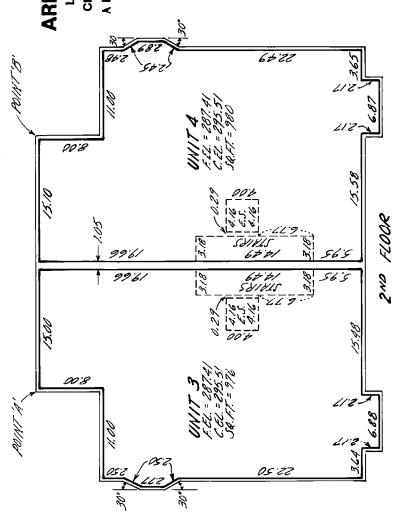
REGISTERED OREGON LAND SURVEYOR
 JERRY C. OLSON
 11/14/88

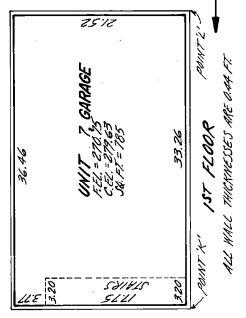
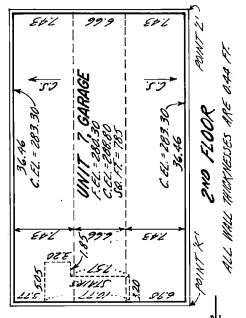
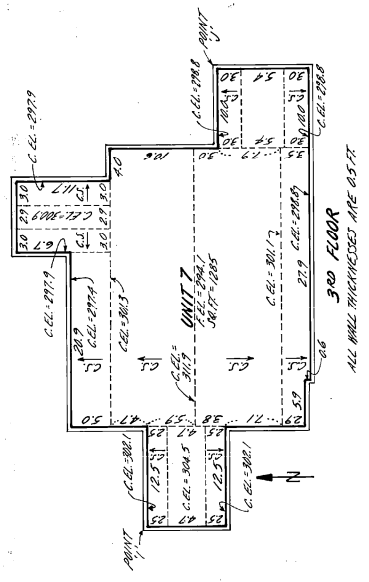
I HEREBY CERTIFY THAT THIS TRACING IS A TRUE AND EXACT COPY OF THE PLAT OF "ARDMORE COMMON CONDOMINIUM".

JERRY C. OLSON, P.L.L.C. #2858

SHEET 2 OF 3

A37-3





ARDMORE COMMON CONDOMINIUM
LOCATED IN THE SW 1/4 SECTION 33 T1N, R1E, W1M,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON
A REPLAT OF A PORTION OF LOTS 6 & 14 AND ALL OF
LOTS 6, 7, 8, 11, 12 & 13 BLOCK 1 ARDMORE

NOTES:
FOR BOUNDARY SURVEY SEE
COUNTY JOURNAL AB 54237
BASIS OF BEARINGS: TRUEWEST
PLUMB COUNTY SURVEY #16232

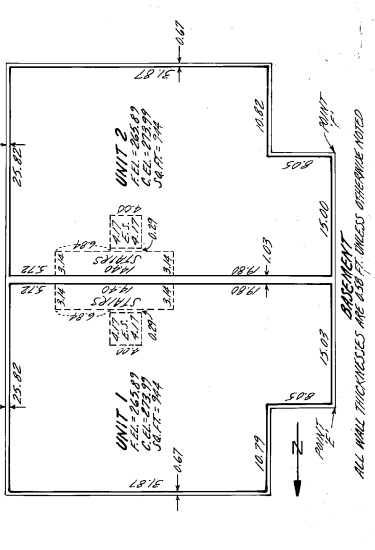
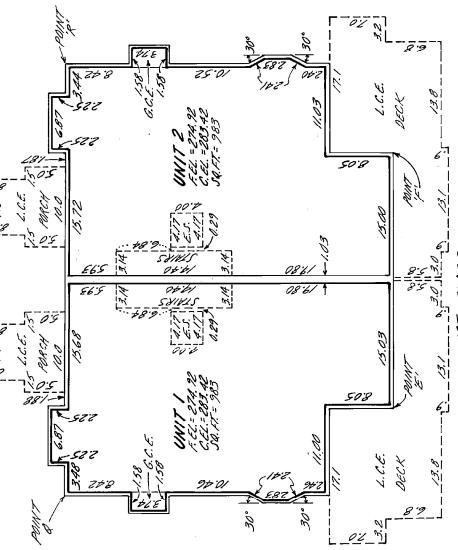
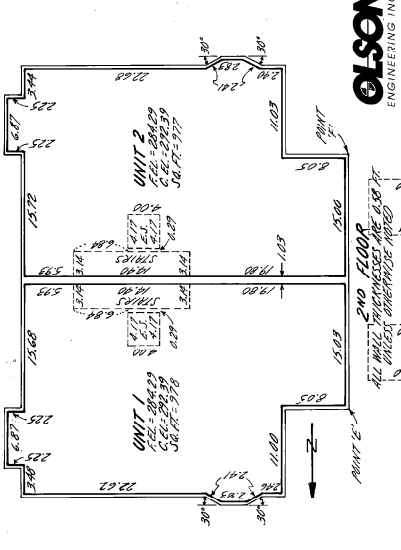
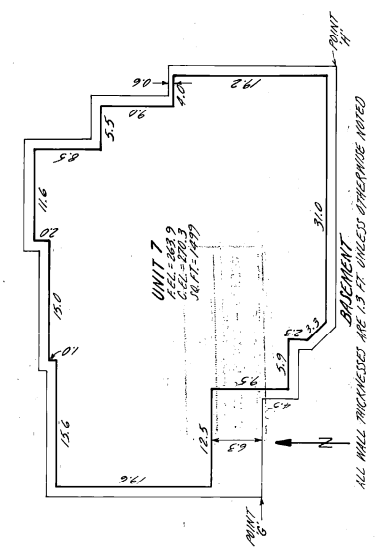
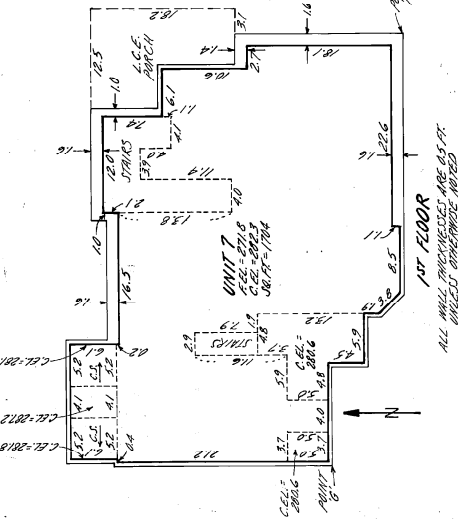
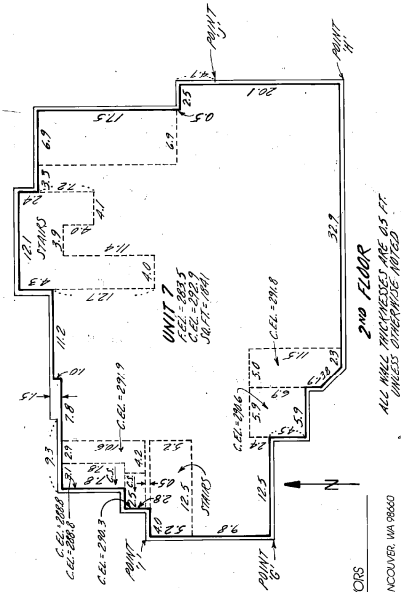
LEGEND:
G.C.E. - GENERAL COMMON ELEMENT
L.C.E. - LIMITED COMMON ELEMENT
F.C.E. - FLOOR ELEVATION
C.E.L. - CEILING ELEVATION
J.B.F.T. - JOINT FINISH FEET
D.L. - DIRECTION OF BEARING
E.C. - ELEVATOR SHAFT
- - - - - DEPICT CHANGE IN ELEVATION

OCTOBER 1988
REGISTERED
OREGON
LAND SURVEYOR
JERRY C. OLSON
NOV. 19, 1980
JERRY C. OLSON
834

SCALE: 1" = 10'

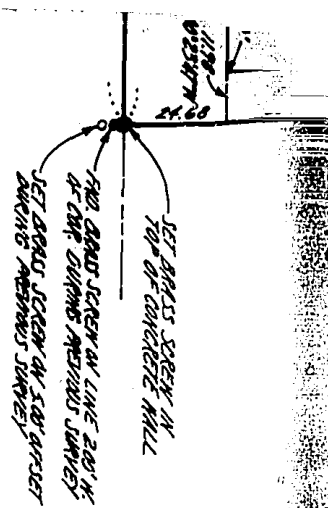
I HEREBY CERTIFY THAT THIS TRACING
IS A TRUE, AND EXACT COPY OF THE
PLAN, ARDMORE COMMON CONDOMINIUM.
JERRY C. OLSON, LAND SURVEYOR
11/17/88

BENCH MARK:
CITY OF PORTLAND B.M. #139
CROSSING OF 10TH AND 11TH
CROSS-DE-306 OF S.W. 11th AND C.T.



OLSON
LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 771 ARDMORE W/COVER VIA REBID

ALL WALL THICKNESSES ARE 1.5 FT. UNLESS OTHERWISE NOTED



- MOUNT CURB - LET 2" GALV WITH 1/8" IRON ROD INSIDE AND PLASTIC CAP #224
- LET BRASS SCREEN DURING PREVIOUS SURVEY NO. 50227
- LET 3/8" x 30" IRON ROD WITH PLASTIC CAP #234
- LET BRASS SCREEN
- IRON ROD MOVEMENTS AS NOTED
- L.C.E. - LIMITED COMMON ELEMENTS

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT SVEN R. AND GEORGIA ROSLUND AND THE ROSLUND COMPANY DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "ARDMORE COMMON DOMINIUM (PHASE #1)" TO BE A TRUE AND CORRECT MAP OF THE LANDS OWNED AND LAID OUT BY THEM AS A CONDOMINIUM. SAID LAND BEING DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERETO ANNEXED AND THEY DO HEREBY COMMIT SAID LAND TO THE OPERATION OF THE OREGON CONDOMINIUM ACT AS LAID OUT IN CHAPTER 94 OF THE OREGON REVISED STATUTES.

STATE OF OREGON
 COUNTY OF MULTNOMAH
 SVEN R. ROSLUND
 GEORGIA ROSLUND

Sven R. Roslund
 SVEN R. ROSLUND
 President

Georgia Roslund
 GEORGIA ROSLUND
 Secretary

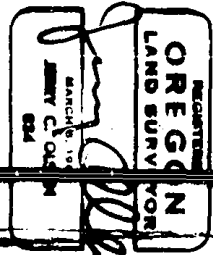
Sven R. Roslund
 SVEN R. ROSLUND

W. S. CHURCH
 NOTARY PUBLIC - OREGON
 My Commission Expires 7-29-97

ACKNOWLEDGEMENT

STATE OF OREGON)
 COUNTY OF MULTNOMAH)

THIS CERTIFIES THAT ON THIS 14 DAY OF November 1988 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OREGON, PERSONALLY APPEARED BEFORE ME SVEN R. ROSLUND AND GEORGIA ROSLUND, WHO BEING DULY SWORN IN THAT THEY SVEN R. ROSLUND IS THE PRESIDENT, AND SHE GEORGIA ROSLUND IS THE SECRETARY OF THE ROSLUND COMPANY, AS INDIVIDUALS AND THAT THE FOREGOING INSTRUMENT IS A FREE ACT AND DEED.



ON THIS 14TH DAY OF NOVEMBER, 1988, SVEN R. ROSLUND AND GEORGIA ROSLUND, PRESIDENT AND SECRETARY OF THE ROSLUND COMPANY, AS INDIVIDUALS, HAVE APPEARED BEFORE ME, W. S. CHURCH, A NOTARY PUBLIC IN AND FOR THE STATE OF OREGON, AND HAVE REQUESTED THAT I EXECUTE THESE PRESENTS AS A DECLARATION OF THE ANNEXED MAP OF "ARDMORE COMMON DOMINIUM (PHASE #1)". SAID MAP BEING A TRUE AND CORRECT MAP OF THE LANDS OWNED AND LAID OUT BY THEM AS A CONDOMINIUM. SAID LAND BEING DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERETO ANNEXED AND THEY DO HEREBY COMMIT SAID LAND TO THE OPERATION OF THE OREGON CONDOMINIUM ACT AS LAID OUT IN CHAPTER 94 OF THE OREGON REVISED STATUTES.

DECLARATION OF CONDOMINIUM OWNERSHIP
OF
ARDMORE COMMON, A CONDOMINIUM

THIS DECLARATION, made this 22nd day of December, 1988, by SVEN R. ROSLUND, GEORGIA ROSLUND and THE ROSLUND 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 City of Portland, County of Multnomah, State of Oregon, described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, declarant desires to submit such real property to the provisions of the Oregon Condominium Act and further desires to subject such property 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. Such covenants and restrictions shall run with the property and shall be binding on all parties having or acquiring any right, title and interest in

1-DECLARATION OF UNIT OWNERSHIP

the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

1.1 Property Being Submitted to Unit Ownership. The fee simple interest in the real property described in Exhibit "A" is being submitted to unit ownership.

ARTICLE II

2.1. Name. The name by which the property shall be known is Ardmore Common, a condominium.

2.2 General description of Units. Each unit is of wood frame construction. There are seven (7) units which are contained in four (4) buildings. Three (3) of the buildings are two story and one of the buildings is three story. In addition, each of the buildings contains a basement. Six (6) units include an attached garage, stairs and elevator and one (1) unit includes an unattached garage.

2.3 The location of each unit is set forth in the Plat being recorded simultaneously with this Declaration. The boundaries of each unit are the walls, floors and ceilings of the unit. The approximate area of each unit is set forth in Exhibit "B", attached hereto and by this reference incorporated herein.

ARTICLE III

2-DECLARATION OF UNIT OWNERSHIP

3.1 General common elements. The General common elements mean:

(a) The real property described in Exhibit "A", except any portion thereof included in a unit or made a limited common element by this declaration;

(b) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, fire escapes, entrances and exits of a building except any portion thereof included in a unit;

(c) The yards, gardens, parking areas and outside storage spaces except any portion thereof made a limited common element by this declaration;

(d) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, waste disposal and incinerating, except any portion thereof included in a unit;

(e) The tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use, except any portion thereof included in a unit;

(f) All other elements of a building necessary or convenient to its existence, maintenance and safety, or normally in common use.

3-DECLARATION OF UNIT OWNERSHIP

ARTICLE IV

4.1 Allocation to each unit of undivided interest in common elements. Each unit owner shall have an undivided one seventh (1/7th) interest in the common elements. The allocation of each unit owner's undivided interest in the common elements is based upon each unit having an equal interest in the common elements.

ARTICLE V

5.1 Limited common elements. The porches and decks shall be limited common elements which are assigned to individual units in accordance with the Plat and shall be reserved for the sole use of each unit designated and such right of use can only be transferred to another unit if the existing unit owner and all mortgagees of the unit for which the right of use of the limited common element is reserved and the unit owner to whom the right of use is being transferred agree to the transfer and this declaration is amended in accordance with Article X.

ARTICLE VI

6.1 The method of determining liability for common expenses and right to common profits. The common profits of the property shall be distributed among, and the common expenses shall be charged to, the unit owners according to the allocation of undivided interest of each unit in the common elements as set forth in Article IV, Section 4.1.

4-DECLARATION OF UNIT OWNERSHIP

ARTICLE VII

7.1 The voting rights allocated to each unit. Each unit shall be entitled to one vote.

ARTICLE VIII

8.1 Use. Each of the units is intended for residential use and for any other use which is permitted by the applicable ordinances of the City of Portland.

ARTICLE IX

9.1 Service of Process. The name of the person to receive service of process in the cases provided in ORS 94.280(1) is Sven R. Roslund and his place of business is 1111 S.W. Vista, Portland, Oregon 97205.

ARTICLE X

10.1 Amendment. This declaration can be amended only upon the approval of not less than 75 percent of the unit owners; provided, however, no amendment may change the allocation of the undivided interest in the common elements, the method of determining liability for common expenses, the right to common profits and/or the voting rights of any unit unless such amendment has been approved by the owners of the affected units. An amendment is not effective unless it is recorded in the office of the recording office of Multnomah County. Before any amended

5-DECLARATION OF UNIT OWNERSHIP

declaration or amendment to a declaration may be recorded, it must be approved by the State of Oregon Real Estate Commissioner if required by the Oregon Condominium Act.

ARTICLE XI

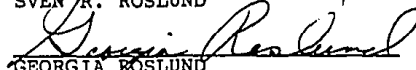
11.1 Authority of Association pursuant to ORS 94.146(5). The association of unit owners has the authority to execute, acknowledge, deliver and record on behalf of the unit owners easements, rights of way, licenses and other similar interests affecting the general common elements upon the approval of at least 75 percent of the unit owners.

ARTICLE XII

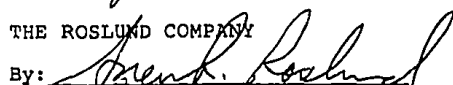
The Bylaws of Ardmore Common, A Condominium are attached hereto and by this reference incorporated in this Declaration.

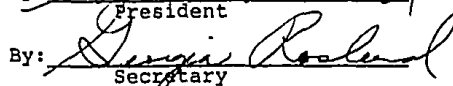
IN WITNESS WHEREOF, Sven R. Roslund, Georgia Roslund and The Roslund Company have executed the foregoing Declaration as of the day and year hereinabove first set forth.


SVEN R. ROSLUND


GEORGIA ROSLUND

THE ROSLUND COMPANY

By: 
President

By: 
Secretary

6-DECLARATION OF UNIT OWNERSHIP

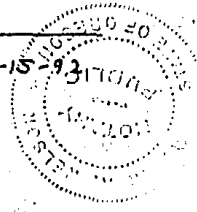
STATE OF OREGON)
County of Multnomah) ss.

BOOK 2166 PAGE 1563

Personally appeared the above-named Sven R. Roslund, and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

Roger A. Nelson
Notary Public for Oregon
My Commission expires: 5-15-93



STATE OF OREGON)
County of Multnomah) ss.

Personally appeared the above-named Georgia Roslund, and acknowledged the foregoing instrument to be her voluntary act and deed.

BEFORE ME:

Roger A. Nelson
Notary Public for Oregon
My Commission expires: 5-15-92

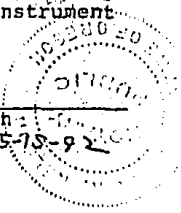


STATE OF OREGON)
County of Multnomah) ss.

Personally appeared the above-named Sven R. Roslund and Georgia Roslund, who being duly sworn did say that they are the President and Secretary of The Roslund Company, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

Roger A. Nelson
Notary Public for Oregon
My Commission expires: 5-15-92



7-DECLARATION OF UNIT OWNERSHIP

BOOK 2166 PAGE 1564

The foregoing Declaration of Condominium Ownership is approved pursuant to ORS 94.036 this 27th day of December, 1988.



MORELLA LARSEN
REAL ESTATE COMMISSIONER

By: Stan F. Mayfield

8-DECLARATION OF UNIT OWNERSHIP

DEC. 27, 1988

EXHIBIT A

Beginning on the West line of Block 1 of the Amended Plat of ARDMORE in the Southwest quarter of Section 33, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, said point of beginning being North $00^{\circ} 22' 19''$ West 109.09 feet from the Southwest corner of Lot 11 of said Block 1 of ARDMORE; thence North $00^{\circ} 22' 19''$ West along said West line 71.05 feet to the North line of the South 30.00 feet of Lot 14 of said Block 1; thence North $89^{\circ} 37' 43''$ East along said North line 100.00 feet to the East line of said Lot 14; thence North $00^{\circ} 22' 28''$ West along said East line 0.02 feet to the North line of the South half of Lot 15 of said Block 1 of ARDMORE; thence North $89^{\circ} 38' 01''$ East along said North line 100.00 feet to the East line of said Block 1; thence South $00^{\circ} 22' 56''$ East along said East line 180.06 feet to the Southeast corner of Lot 8 of said Block 1; thence South $89^{\circ} 36' 13''$ West along the South line of Lot 8 and Lot 11, 200.03 feet to the Southwest corner of Lot 11; thence North $00^{\circ} 22' 19''$ West along the West line of said Block 1 109.09 feet to the point of beginning.

DEC. 27, 1988

EXHIBIT B

UNIT	APPROXIMATE AREA
1	2,905
2	2,904
3	2,900
4	2,912
5	2,914
6	2,912
7	7,899

STATE OF OREGON }
 Multnomah County }
 I, a Deputy for the Recorder of Conveyances, in and for
 said County, do hereby certify that the within instrument of
 said County, as shown for record and recorded in the record
 and returned to said County.

1988 DEC 31 4:42
 REC'D SECTION
 MULTNOMAH COUNTY, OREGON

in Book On Page
 BOOK 2166 PAGE 1557
 whereas my hand and seal of office affixed
 Recorder of Conveyances
 W. W. [Signature]
 Deputy

503

101249

Return to - S. R. Roslund
 THE Roslund Co.
 1111 S.W. VISTA AVE.
 PORTLAND, OREGON 97205

BYLAWS
OF
ARDMORE COMMON, A CONDOMINIUM

ARTICLE I
Association

1.1 Formation. The association of unit owners of Ardmore Common shall be an unincorporated association. Each unit owner shall be a member of the association and shall be entitled to one vote.

1.2 Initial Meeting. The initial meeting of the association shall be held on January 15, 1989. Notice of the initial meeting shall be given in accordance with section 1.6 of this article.

1.3 Turnover Meeting. A turnover meeting shall be called by the declarant within 90 days of the earlier of three years from the date of conveyance of the first unit to a person other than the declarant or conveyance of 50 percent of the units. The declarant shall give notice of the turnover meeting in accordance with section 1.6 of this article. If the turnover meeting is not called by the declarant within the time specified herein, the turnover meeting may be called and notice given by a unit owner or any first mortgagee of a unit. The purpose of the turnover meeting is for:

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1.3. a. The declarant to relinquish control of the administration of the association and for the unit owners to assume control of the association.

1.3 b. The unit owners to elect a board of directors in accordance with Article II of these Bylaws.

1.3 c. The declarant to deliver to the association the following items:

1.3 c.(1) The original or a photocopy of the recorded declaration and bylaws of the condominium and any supplements and amendments thereto.

1.3 c.(2) The minute books, including all minutes, and other books and records of the association.

1.3 c.(3) Any rules and regulations which have been promulgated.

1.3 c.(4) A report of the present financial condition of the association of unit owners. The report shall consist of a balance sheet and an income and expense statement for the preceding 12-month period or the period following the recording of the declaration, whichever period is less.

1.3 c.(5) Association funds or control thereof, including, but not limited to, any bank signature cards.

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1.3 c.(6) All tangible personal property that is property of the association and an inventory of such property.

1.3 c.(7) A copy of the following, if available:

(a) The as-built architectural, structural, engineering, mechanical, electrical and plumbing plans.

(b) The original specifications indicating thereon all material changes.

(c) The plans for underground site service, site grading, drainage and landscaping together with cable television drawings.

(d) Any other plans and information relevant to future repair or maintenance of the property.

1.3 c.(8) Insurance policies.

1.3 c.(9) Copies of any occupancy permits which have been issued for the condominium.

1.3 c.(10) Any other permits issued by governmental bodies applicable to the condominium in force or issued within one year prior to the date the unit owners assume control of the administration of the association of unit owners.

1.3 c.(11) A list of the general contractor and the subcontractors responsible for construction or installation of

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the major plumbing, electrical, mechanical and structural components of the common elements.

1.3 c.(12) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the records of the declarant.

1.3 c.(13) Leases of the common elements and any other leases to which the association is a party.

1.3 c.(14) Employment or service contracts in which the association is one of the contracting parties or service contracts in which the association or the unit owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service.

1.3 c.(15) Any other contracts to which the association of unit owners is a party.

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

1.5 Special meetings. Special meetings of the association 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 unit owners.

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1.6 Notice. Notice of all meetings of the association 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 at least seven (7) but not more than fifty (50) 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 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.

1.7 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.

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

1.9 Proxy. A unit 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

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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.

ARTICLE II

Board of Directors

2.1 Number. The affairs of this Association shall be managed by a board of three directors. Until the first annual meeting, such directors shall be: Sven R. Roslund, Georgia Roslund and William Sanders.

2.2 Term. The directors named in the preceding section shall serve until the first annual meeting. At the first annual meeting the unit 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.

2.3 Vacancies. In the event of the death or resignation of a director, his or her 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.

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2.4 Removal. Any director may be removed from office at any time with or without cause, upon the majority vote of all of the unit owners in the association 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.

2.5 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.

2.6 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 unit 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 III

Powers and Duties of the Board of Directors

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

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3.1.a 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.

3.1.b Adopt, amend, and cause to be enforced administrative rules and regulations not inconsistent with these bylaws governing the use of the common elements, and the personal conduct of owners, their families, tenants and guests thereon, and to establish penalties and fines for the infraction thereof. Such rules and regulations shall become effective when adopted and/or amended by the vote of a majority of the board of directors. Copies of all administrative rules and regulations and any amendments thereto shall be mailed to each unit owner within 10 days of their adoption.

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

3.2.a Cause the common elements to be maintained, repaired and replaced as necessary, and in case of casualty and subject to the limitations in these bylaws, to reconstruct and re-establish the properties.

3.2.b. As more fully set forth in Article VI of these bylaws, 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

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written notice of such assessment at least thirty days prior to the due date thereof; to cause to be prepared a roster of units and assessments applicable to each such unit and to keep such roster in the Association office subject to inspection by any unit owner.

3.2.c. 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 VII of these bylaws.

3.2.d. To cause to be employed such personnel as may be necessary for the maintenance, upkeep and repair of the common elements; including, if deemed necessary, to employ, replace and fix the terms of compensation of a manager; provided, that any management agreement shall be terminated by the Board of Directors for cause upon thirty days written notice and that the term of any management agreement shall not exceed one year, subject to renewal on agreement of the parties for successive one-year terms; and provided further, that any management agreement entered into prior to the turnover meeting may be terminated without penalty by the Association or Board of Directors upon not less than 30 days written notice to the other party given not later than 60 days after the turnover meeting. 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, her or

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it from time to time by the Board of Directors.

3.2.e. 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.

3.2.f. 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.

3.2.g. To obtain legal and accounting services necessary or proper in the operation of the properties or the enforcement of the Declaration or these bylaws including the preparation and filing of any required income tax returns and/or forms for the Association.

3.3 Approval of payment vouchers. The treasurer shall pay or cause to be paid all vouchers for association expenditures of up to \$1,000.00. Vouchers for any Association expenditures in excess of \$1,000.00 shall require the signature of the chairman.

3.4 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

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improvement of the common elements without the prior approval of the Association by a vote of a majority of all of the unit owners in the Association.

ARTICLE IV

Meetings of the Board of Directors

4.1 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 organizational meeting for the purpose of electing officers as hereinafter provided and for transaction of such other business as may come before the meeting.

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

4.2 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 meetings 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 special meetings.

4.3 Notice to Directors. Notice of both regular and 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

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thereof.

4.4 Notice to Unit Owners. Except for emergency meetings, notice of both regular and special meetings shall be posted at a place or place on the property at least three days prior to the meeting.

4.5 Open meetings. All meetings of the Board of Directors shall be open to the unit owners.

4.6 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.

4.7 Action without a formal meeting. Only emergency meetings of the Board of Directors may be conducted by telephone communication. Any action so taken shall have the same effect as though taken at a formal meeting of the Board of Directors.

ARTICLE V

Officers

5.1 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

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may be held by the same person. Officers shall be elected at the organizational 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.

5.2 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.

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

5.4 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; keep appropriate current records showing the

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names and addresses of the owners, perform such duties as he or she 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.

5.5 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.

5.6 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 VI

Manner of Collecting from Unit Owners their Share of the Common Expenses

6.1 Annual Assessment. The Board of Directors shall on an annual basis determine each unit owner's share of the common expenses for the ensuing year and shall assess such amount against each unit owner. The initial annual assessment shall be for the period from the date of the closing of the first sale of a unit to the end of the calendar year and each annual assessment thereafter shall be for the entire calendar year. The initial annual assessment shall be due and payable on the date or dates

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fixed by the Board of Directors. Annual assessments for each year after the initial annual assessment shall become due and payable on February 1 of such year or such other date or dates fixed by the Board of Directors.

6.2 Common expenses. "Common expenses" mean:

(a) Expenses of administration, maintenance, repair or replacement of the common elements;

(b) Expenses agreed upon as common by all the unit owners; and

(c) Expenses declared common by ORS 94.004 to 94.322 or any amendment thereto.

6.3 Special assessment for capital purposes. Upon vote of the Association in the manner herein set forth, the Association may levy in addition to the 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.

6.4 Voting and notices for special assessment. Any special assessment must have the assent of 75 percent of the unit owners at a meeting duly called for that purpose, written notice of which shall be sent to all unit owners at least thirty days in advance of the date of such meeting, setting forth the purpose of

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the meeting.

6.5 Rate of Assessments. All assessments must be fixed on a prorata basis according to the interest of each unit owner in the common elements.

6.6 Notice of Assessments to Unit Owners. The Board of Directors shall give each unit owner subject to any assessment written notice of the assessment at least thirty days in advance of the due date thereof, and the Board of Directors shall cause to be prepared a roster of the units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any unit owner.

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

6.7 Effect of failure of Board of Directors to set annual assessment. The omission by the Board of Directors to fix any annual assessment by the required time shall not be deemed a waiver of or modification in any respect of the provisions hereof or a release of the unit owner from the obligation to pay an annual assessment, but the annual assessment fixed for the preceding calendar year shall continue until a new annual assessment is fixed.

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6.8 Overassessments. At the end of each calendar year of the Association, the Board of Directors shall cause to be repaid promptly to each unit owner any amount by which his or her annual assessment 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 against the unit owner's assessment for the succeeding calendar year.

6.9 Collection of Unpaid Assessments and Lien of Association. If any assessment and/or fine is not paid within thirty days after the due date, the assessment and/or fine shall bear interest from the due date at the rate of ten percent per annum and the Association shall comply with the provisions of ORS 94.195 and any amendments thereto to perfect a lien against the individual unit and the undivided interest in the common elements of the appropriate unit owner. The Association shall then take any action it deems proper to collect the unpaid assessment and/or fine including, but not limited to, the foreclosure of said lien.

In the event a judgment is obtained in favor of the Association, such judgment shall include interest on the assessment and/or fine as above provided and a reasonable attorney's fee to be fixed by a court at either a trial or an

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appellate court level together with the costs and disbursements incurred.

ARTICLE VII

Insurance

7.1 Duty to obtain insurance. The Board of Directors shall obtain and maintain at all times insurance for the benefit of the Association and the unit 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;

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

7.1.b A policy or policies insuring the Association, its Board of Directors, the unit owners and the manager, if any, against any liability to the public or the owners, their invitees or tenants, incident to ownership, supervision, control, or use of the units and the common elements. Limits of liability under such policy shall be not less than \$300,000/\$500,000 for personal

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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 and shall provide a cross liability indorsement providing that the rights of a named insured under the policy shall not prejudice any action against another named insured.

7.2 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.

7.3 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.

7.4 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.

7.5 Owner's additional insurance. Each unit owner may obtain additional insurance at his or her own expense; provided, however, that no unit owner shall be entitled to exercise his or her right to maintain insurance coverage in such way as to decrease the amount which the Board of Directors on behalf of all

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of the unit owners may realize under any insurance policy which the Board of Directors may have in force on the properties at any particular time.

7.6 Notification as to improvements. Each unit owner must notify the Board of Directors in writing of any improvements to his or her unit, the value of which improvements is in excess of \$2,000.00.

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

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

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

7.8.b 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

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Directors or manager cure the defect.

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

7.8.d That the insurer issue subpolicies specifying the portion of the master policy earmarked for each unit 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 mortgagees coverage is neither jeopardized by the conduct of the unit mortgagor-owner or the Association or other unit owners, nor cancelled for non-payment of premiums.

7.9 Review of Insurance. At least every three years the Board of Directors shall review all insurance carried by the Association, and such review shall including appraisal of all improvements to the properties by a representative of the insurance carrier writing the master policy.

ARTICLE VIII

Annual Financial Statement

8.1 Within 90 days after the end of the fiscal year, the board of directors shall distribute to each unit owner a copy of the annual financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year.

8.2 The board of directors shall maintain and keep all of

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the documents, information and records required under ORS 94.214 (1) and (4) and any amendments thereto and shall make such documents, information and records available for examination and duplication by a unit owner during reasonable hours.

ARTICLE IX

Uses and Limitations of
Each Building and Unit

9.1 Use of Units. Each unit is intended for residential use and for any other use which is permitted by the applicable ordinances of the City of Portland.

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

9.2.a No animals or fowls shall be raised, kept or permitted upon the properties or any part thereof, excepting only one domestic cat 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.

9.2.b No noxious or offensive activities shall be carried on in any unit or in any part of the common elements, nor shall anything be done or maintained thereon which may be or become an

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annoyance or nuisance to the neighborhood.

9.2.c 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 vehicles.

9.2.d 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.

9.2.e 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 any unit or on any part of the common elements without the written consent of the Association. No owner shall permit anything to be done or kept in his or her 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.

9.2.f All parts of the general 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.

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9.2.g 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 X

Limitation of Use of General Common Elements

10.1 Each unit owner's right to the use of the general common elements shall be subject to the following limitations:

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

10.1.b The power of the Board of Directors set forth in Section 3.1.b of these By-laws.

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

10.1.d 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 and or fine remains unpaid and for any period not to exceed thirty days for any infraction of published rules and regulations.

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ARTICLE XI

Amendments

11.1 These bylaws may be amended at any annual or special meeting of the Association provided that notice of the proposed amendment shall be included in the notice of the meeting. No such amendment shall be effective unless and until approved by the vote of owners of not less than a majority of the units and until a copy of the bylaws as so amended, certified by the chairman and secretary of the Association, is recorded with the Recording Officer of Multnomah County, Oregon. Before any amended bylaws or amendment to the bylaws may be recorded, it must be approved by the State of Oregon Real Estate Commissioner if required by the Oregon Condominium Act. Any amendment which effects the building materials used in Ardmore Common, the appearance of Ardmore Common, and/or the maintenance of the common elements and landscaping in Ardmore Common must be approved by the City of Portland.

ARTICLE XII

Unit Owner's Obligation to Repair

12.1 Each unit owner shall at the unit owner's expense keep the interior of his or her unit, its equipment and appurtenances, and all limited common elements assigned to said unit in good order, condition and repair and in a clean and sanitary condition; and shall do all redecorating and painting which may

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at any time be necessary to maintain the good appearance and condition of such unit. In addition, the unit 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 or her unit.

The Board of Directors and manager shall not be responsible to the owner for loss or damage by theft or otherwise for articles which may be stored by the owner in any portion of his or her unit.

ARTICLE XIII

Restrictions on Maintenance, Construction and Improvement

13.1 Permission required for alterations. A unit 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 or her unit, or in and to the exterior of the building in which his or her unit is located or other general common elements. A unit owner shall not paint or decorate any portion of his or her deck, patio or other exterior portion of the unit without first obtaining the written consent of the Board of Directors. The Board of Directors in making any consent under this Section 13.1 shall determine that the structural alteration, improvement, subdivision addition, painting or decorating is compatible with

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the adjacent structures in the "Kings Hill Historic" area.

13.2 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.

13.3 Signs. No sign or other advertising devise 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. Signs advertising the property for sale by a real estate broker shall not be permitted. The Provisions of this section are not applicable to the declarant.

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

ARTICLE XIV

Damage and Destruction

14.1 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

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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.

14.2 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 unit owners shall be liable for assessment for any deficiency. Such deficiency shall take into consideration with respect to any unit owner's contribution, any individual policy of insurance proceeds provided by such unit owner.

14.3 Unit Owner's 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 unit owners by a vote of at least sixty percent (60%) thereof decide, within sixty (60) days after such destruction or damage not to make provision for the repair, reconstruction or rebuilding of the damaged buildings, the properties shall be considered to be removed from the provisions of the Oregon Condominium Act, with the legal consequences resulting therefrom as set forth in ORS 94.306 and any amendments thereto.

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ARTICLE XV
Condemnation

15.1 Condemnation of common elements. In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Board of Directors. If sixty percent (60%) or more of the unit owners duly and promptly approve the repair and restoration of such common elements, the Board of Directors shall arrange for the repair and restoration of such common elements, and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that sixty percent (60%) or more of the unit owners do not duly and promptly approve the repair and restoration of such common elements, the Board of Directors shall disburse the net proceeds of such award to the unit owners in accordance with their percentage interest in the common elements.

15.2 Partial or total condemnation of an individual unit or units. The award from a taking of a portion or all of an individual unit or units shall be deposited with the Board of Directors and shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the properties are not to be removed from the provisions of the Oregon Condominium Act and one or more units are taken in part, the taking shall have the following effects:

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15.2.a Unit reduced but tenantable. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the award for the taking of a portion of the unit shall be used for the following purposes in order stated and the following changes shall be effected in the condominium:

(1) The unit shall be made tenantable. If the cost of such work exceeds the amount of award, the additional funds required shall be assessed against the owner of the unit.

(2) The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being payable jointly to the owner and mortgagee.

(3) If there is a balance of the award distributed to the unit owner or mortgagee, the share in the common elements appurtenant to the unit shall be equitably reduced. This shall be done by reducing such share by the proportion which the balance of the award so distributed bears to the market value of the unit immediately prior to the taking, and then recomputing the shares of all unit owners in the common elements as percentages of the total of their shares as reduced by the taking.

15.2.b Unit made untenable. If the taking destroys or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be

30-BYLAWS

effected in the condominium:

(1) The market value of such a unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being payable jointly to the owner and mortgagee and such owner shall have no further interest in the common elements of the condominium.

(2) The remaining portion of such unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the unit owners in the manner approved by the Board of Directors; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the common elements.

(3) The shares in the common elements of the units which continue as a part of the condominium shall be equitably adjusted to distribute the ownership of the common elements among the reduced number of owners. This shall be done by recomputing the shares of such continuing owners in the common elements as percentages of the total of the shares of such owners as they exist prior to the adjustment.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required

31-BYLAWS

for such purposes shall be raised by assessments against all of the unit owners who will continue as owners of units after the changes in the condominium effected by the taking. Such assessments shall be made in proportion to the shares of such owners in the common elements after the changes effected by the taking.

15.2.c Arbitration. If the market value of a unit prior to the taking cannot be determined by agreement between the unit owner and mortgagee of the unit and the Association within 30 days after notice by either party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be three appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all unit owners in proportion to the shares of the owners in the common elements as they exist prior to the changes due to the taking.

ARTICLE XVI

Personal Property

16.1 The Board of Directors or the manager may acquire and hold for the benefit of the unit owners, personal property of any

32-BYLAWS

description and may dispose of the same by sale or otherwise. Beneficial interest in such personal property shall be owned by the unit owners in the same proportions as their respective interests in the common elements, and shall not be transferable by an owner except with the transfer of a unit. Transfer of a unit shall transfer ownership of the transferor's beneficial interest in such personal property to the transferee.

ARTICLE XVII

Reserve Account

17.1 Reserve account for replacing common elements. The declarant shall establish a reserve account for replacement of those common elements all or part of which will normally require replacement in more than three and less than 30 years.

The reserve account shall be funded by assessments against the individual unit assessed for maintenance of items for which the reserve account is being established. The assessment will accrue from the time of the conveyance of the first individual unit assessed. The declarant may elect to defer payment of the accrued assessment for a unit until the time of conveyance of the unit.

The amount assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of those items.

33-BYLAWS

The amount of the initial reserve account assessment shall be the sum of \$2,000.00 per each unit. The initial reserve account assessment shall be paid at such date or dates fixed by the Board of Directors. This initial reserve account assessment, together with all earnings thereon, is intended to fully fund the replacement of those common elements all or part of which will normally require replacement in more than three and less than 30 years.

The reserve account shall be established in the name of the association of unit owners. The amount of the payments to the reserve account shall be adjusted at regular intervals to recognize changes in current replacement costs over time, said adjustments to be made by the Board of Directors.

The reserve account is to be used only for replacement of common elements and is to be kept separate from assessments for maintenance. However, after the individual unit owners have assumed administrative responsibility for the association under Article I, Section 1.3 of these bylaws, the Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from special assessments or maintenance fees.

Restrictions on the use of the reserve account do not prohibit its prudent investment subject to any constraints on

34-BYLAWS

investment of association funds imposed by the declaration, bylaws or rules of the association of unit owners.

Following the second year after the unit owners have assumed administrative responsibility for the association under Article I, Section 1.3 of these bylaws, future assessments for the reserve account may be reduced, eliminated or increased by an affirmative vote of not less than 75 percent of all voting rights.

Assessments paid into the reserve account are the property of the association of unit owners and are not refundable to sellers of units. Sellers of units may treat their outstanding share of the reserve account as a separate item in a unit sales agreement. Article VI, Sections 6.5, 6.6 and 6.9 shall apply to assessments for the reserve account.

ARTICLE XVIII

These bylaws constitute a private agreement among the owners of units within Ardmore Common and will not be enforced by the City of Portland. These bylaws do not restrict the City of Portland's authority to adopt or amend its development regulations. There may be conflicting requirements between these bylaws and the City of Portland's regulations. The City of Portland will limit its review of a development application to the requirements of its regulations. It is the duty of every person engaged in development or remodeling of a unit within

35-BYLAWS

Ardmore Common to know the requirements of these bylaws. In the event there is a conflict between a City of Portland regulation and these bylaws, any question regarding which provision controls shall be directed to the Board of Directors. The City of Portland will not be liable for any approvals or permits which are granted in compliance with City of Portland regulations, that are not in compliance with these bylaws.

Pursuant to the provisions of ORS 94.152, the undersigned Declarant of Ardmore Common, a condominium, has this 22 day of December, 1988, adopted the above-entitled Bylaws of Ardmore Common, a condominium, on behalf of the association of unit owners of Ardmore Common, a condominium.

Sven R. Roslund
SVEN R. ROSLUND

Georgia Roslund
GEORGIA ROSLUND

THE ROSLUND COMPANY

By: Sven R. Roslund
President

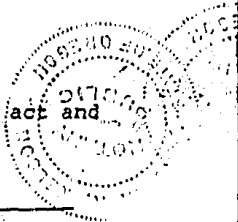
By: Georgia Roslund
Secretary

STATE OF OREGON)
County of Multnomah) ss.

Personally appeared the above-named Sven R. Roslund, and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

Roger C. Nelson
Notary Public for Oregon
My Commission Expires: 5-15-92



36-BYLAWS

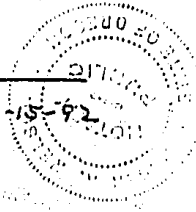
NOTARY PUBLIC

STATE OF OREGON)
County of Multnomah) ss.

Personally appeared the above-named Georgia Roslund, and acknowledged the foregoing instrument to be her voluntary act and deed.

BEFORE ME:

Roger A. Nelson
Notary Public for Oregon
My Commission expires: 5-15-92

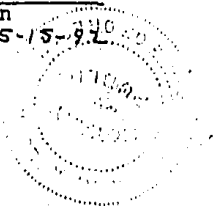


STATE OF OREGON)
County of Multnomah) ss.

Personally appeared Sven R. Roslund and Georgia Roslund, who being sworn did say that they are the president and secretary of The Roslund Company, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

Roger A. Nelson
Notary Public for Oregon
My Commission expires: 5-15-92



012120

37-BYLAWS

ORIGINALS AND

BOOK 2168 PAGE 1604

101250

STATE OF OREGON
Multnomah County

I, A. Deputy for the Recorder of Conveyances, in and for Multnomah County, do hereby certify that the within and foregoing writing was presented for record and recorded in the record of said County.



1988 DECEMBER 3 4 2

On Page

BOOK 2168 PAGE 1567

In Book
witness my hand and seal of office at Multnomah County, Oregon

Deputy

A. W. W. W.

185
3

DEC. 27, 1988

AFTER RECORDING RETURN TO:
Karna R. Gustafson
Landye Bennett Blumstein LLP
3500 Wells Fargo Center
1300 SW Fifth Avenue
Portland, OR 97201

*P/U 2-8-02
TRANSEN*

Recorded in the County of Multnomah, Oregon

C. Swick, Deputy Clerk
Total : 29.00
2002-025220 02/08/2002 01:14:34pm ATSM
C59 3 REC SUR DOR OLIS
15.00 3.00 10.00 1.00

AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP OF
ARDMORE COMMON, A CONDOMINIUM

RECITALS

The Declaration of Condominium Ownership of Ardmore Common, A Condominium was recorded on December 27, 1988 in the deed records of Multnomah County in Book 2166, Page 1557 (the "Declaration"). The Bylaws of Ardmore Common, A Condominium were recorded contemporaneously with the Declaration in Book 2166, Page 1567 (the "Bylaws").

As shown on Exhibit "B" to the Declaration, Unit 7 is 7899 square feet and the remainder of the units range from 2900 to 2914 square feet. However, as drafted and recorded by the developer who then owned Unit 7, the Declaration and Bylaws provide that the common expenses of the Condominium are shared on a pro-rata basis among the seven (7) units of the Condominium. Because the square footage of Unit 7 is substantially larger than the square footage of the other units, the unit owners, including the owner of Unit 7, have determined that Unit 7 should pay an increased percentage of the common expenses. Pursuant to the Declaration, Article X, all unit owners, including the owner of Unit 7 at the time of the vote, voted unanimously on December 1, 1992 to amend the Declaration and Bylaws to provide that Unit 7 pay double the amount of assessments as the other units.

AMENDMENT

Article VI, Section 6.1, of the Declaration is amended in its entirety as follows:

"6.1 The method of determining liability for common expenses and right to common profits. The common profits of the property shall be distributed among, and the common expenses shall be charged to, the unit owners according to the following percentages:

<u>Unit No.</u>	<u>Percentage</u>
Unit 1	12.5%
Unit 2	12.5%
Unit 3	12.5%
Unit 4	12.5%
Unit 5	12.5%
Unit 6	12.5%
Unit 7	25.0%"

3

The undersigned Chairman and Secretary of the Association of Unit Owners of Ardmore Common, A Condominium certify the foregoing amendment to the Declaration was unanimously adopted by the owners of all units at a special meeting.

Arthur M. James
Chairman

Denarda Frank
Secretary

STATE OF OREGON)
County of Multnomah) ss. 01-17, 2002

Personally appeared before me the above-named Arthur M. James who, being duly sworn, did say that he/she is the Chairman of the Association of Unit Owners of Ardmore Common, A Condominium and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act and deed.



Margerie Crocker
Notary Public for Oregon

STATE OF OREGON)
County of Multnomah) ss. 1/16, 2002

Personally appeared before me the above-named Donald H. Frank who, being duly sworn, did say that he/she is the Secretary of the Association of Unit Owners of Ardmore Common, A Condominium and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act and deed.



Jami L. Queener
Notary Public for Oregon

2-8-02


The foregoing Amendment to Declaration is approved pursuant to ORS 100.110 this 24th day of January, 2002 and, in accordance with ORS 100.110(7), this approval shall automatically expire if these amendments are not recorded within two (2) years from this date.

SCOTT W. TAYLOR
Real Estate Commissioner

By: 
Brian DeMarco

The foregoing Amendment to Declaration is approved pursuant to ORS 100.110 this 8th day of February, 2002.

COUNTY ASSESSOR

By: 

2-8-02

AFTER RECORDING RETURN TO:
Karna R. Gustafson
Landye Bennett Blumstein LLP
3500 Wells Fargo Center
1300 SW Fifth Avenue
Portland, OR 97201

8/02-8-02

Transfer

AMENDMENT TO BYLAWS OF
ARDMORE COMMON, A CONDOMINIUM

Recorded in the County of Multnomah, Oregon

C. Swick, Deputy Clerk
Total : 24.00
2002-025221 02/08/2002 01:14:34pm ATSMF
CS9 2 REC SUR DOR OLIS
10.00 3.00 10.00 1.00

RECITALS

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As shown on Exhibit "B" to the Declaration, Unit 7 is 7899 square feet and the remainder of the units range from 2900 to 2914 square feet. However, as drafted and recorded by the developer who then owned Unit 7, the Declaration and Bylaws provide that the common expenses of the Condominium are shared on a pro-rata basis among the seven (7) units of the Condominium. Because the square footage of Unit 7 is substantially larger than the square footage of the other units, the unit owners, including the owner of Unit 7, have determined that Unit 7 should pay an increased percentage of the common expenses. Pursuant to the Declaration, Article X, all unit owners, including the owner of Unit 7 at the time of the vote, voted unanimously on December 1, 1992 to amend the Declaration and Bylaws to provide that Unit 7 pay double the amount of assessments as the other units.

AMENDMENT

Article VI, Section 6.5, of the Bylaws is amended in its entirety as follows:

"6.5 Rate of Assessments. All assessments shall be levied against the units and the owners thereof as follows:

<u>Unit No.</u>	<u>Percentage</u>
Unit 1	12.5%
Unit 2	12.5%
Unit 3	12.5%
Unit 4	12.5%
Unit 5	12.5%
Unit 6	12.5%
Unit 7	25.0%"

2

2-8-02

The undersigned Chairman and Secretary of the Association of Unit Owners of Ardmore Common, A Condominium certify the foregoing amendment to the Bylaws was unanimously adopted by the owners of all units at a special meeting.

Arthur M. James
Chairman

Donald H. Frack
Secretary

STATE OF OREGON)
County of Multnomah) ss. 01-17, 2002

Personally appeared before me the above-named Arthur M. James who, being duly sworn, did say that he/she is the Chairman of the Association of Unit Owners of Ardmore Common, A Condominium and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act and deed.



Margerie Crocker
Notary Public for Oregon

STATE OF OREGON)
County of Multnomah) ss. 1/16, 2002

Personally appeared before me the above-named Donald H. Frack who, being duly sworn, did say that he/she is the Secretary of the Association of Unit Owners of Ardmore Common, A Condominium and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act and deed.



Jami L. Queener
Notary Public for Oregon

2-8-02