

# BOOK 1211, PAGE 42 BROADWAY VIEW CONDOMINIUMS

SURVEYOR'S CERTIFICATE OF COMPLETION  
I, ROBERT TAYLOR, REGISTERED PROFESSIONAL LAND SURVEYOR  
HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF  
THE BROADWAY VIEW CONDOMINIUMS  
FILED AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS  
AND THE BUILDINGS, AS DEPICTED ON SUCH PLAT, HAVE BEEN  
COMPLETED.  
DATED THIS 30<sup>th</sup> DAY OF JULY, 1986

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Robert Taylor*  
JUL 11 1986  
OREGON  
G. ROBERT TAYLOR  
P.S.T.

RENEWAL DATE:  
JUNE 30, 1986

I HEREBY CERTIFY THAT THIS  
TRACING IS A TRUE AND EXACT  
COPY OF THE ORIGINAL PLAT OF  
"BROADWAY VIEW CONDOMINIUMS"

**LEGEND**  
GCE - GENERAL COMMON ELEMENT  
LCE - LIMITED COMMON ELEMENT  
P-# - PARKING SPACE LCE - ALL PARKING  
SPACES ARE ASSIGNED TO UNIT #4  
SQ.FT. SQUARE FEET

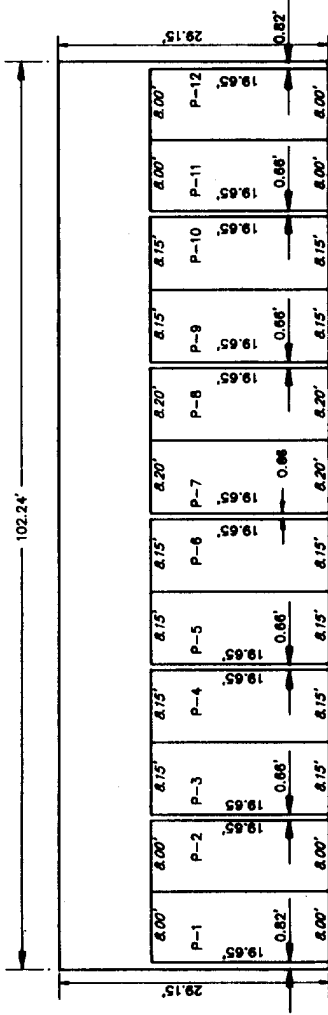
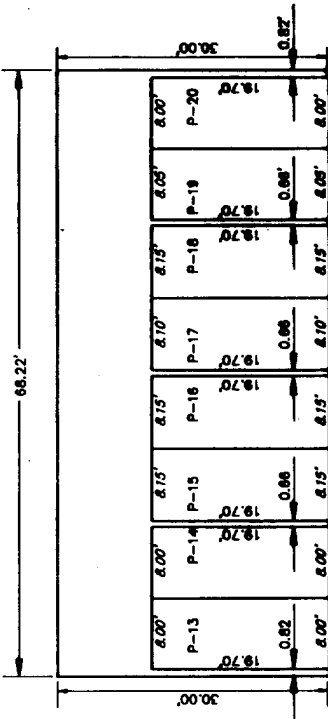
○ INDICATES 2 STORY UNIT  
□ INDICATES SINGLE STORY UNIT  
▨ DECK, LCE, ASSIGNED TO UNIT  
TO WHICH IT IS ATTACHED  
▧ STAIRS/STEPS, GCE

LOCATED IN THE  
FINCH CARUTHERS DLC AND IN THE  
NE 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST, W.M.  
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON  
PREPARED BY: ROBERT E. MEYER CONSULTANTS, INC.  
4915 S.W. GRIFFITH DRIVE #300  
BEAVERTON, OREGON 97005 (503) 643-7531  
PROJECT No. 1711-01

DATE OF MONUMENTATION 9-27-94

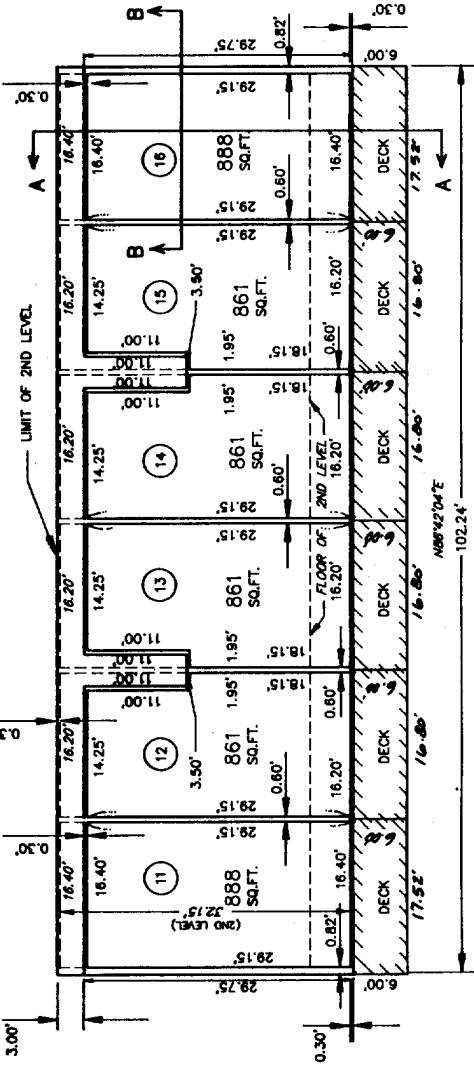


SCALE: 1" = 10'



PARKING LEVEL  
UNDER UNITS 11 TO 16

PARKING LEVEL  
UNDER UNITS 21 TO 24



UNITS 11 TO 16

UNITS 21 TO 24

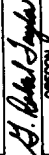
BOOK 111 PAGE 44  
**BROADWAY VIEW CONDOMINIUMS**

SURVEYOR'S CERTIFICATE OF COMPLETION  
 I, G. ROBERT TAYLOR, A REGISTERED PROFESSIONAL LAND SURVEYOR,  
 HEREBY CERTIFY THAT THE PLAT OF "BROADWAY VIEW CONDOMINIUMS"  
 FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS  
 AND THE BUILDINGS, AS DEPICTED ON SUCH PLAT, HAVE BEEN  
 COMPLETED.  
 DATED THIS 30<sup>th</sup> DAY OF JANUARY, 1995

LOCATED IN THE  
 FINICE CARUTHERS DLC AND IN THE  
 NE 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST, W.M.  
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

PREPARED BY: **ROBERT E. MEYER CONSULTANTS, INC.**  
 4015 S.W. GRIFFITH DRIVE #200  
 BEAVERTON, OREGON 97005 (503) 643-7537  
 PROJECT No. 1771-01

DATE OF MODIFICATION 9-27-94

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR  
  
 OREGON  
 JAN 11, 1994  
 G. ROBERT TAYLOR  
 #537

- INDICATES 2 STORY UNIT
- INDICATES SINGLE STORY UNIT
- INDICATES PARKING SPACE (LCE), ALL PARKING SPACES ASSIGNED TO UNIT 74
- SO.FT.

I HEREBY CERTIFY THAT THIS TRACING IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF BROADWAY VIEW CONDOMINIUMS

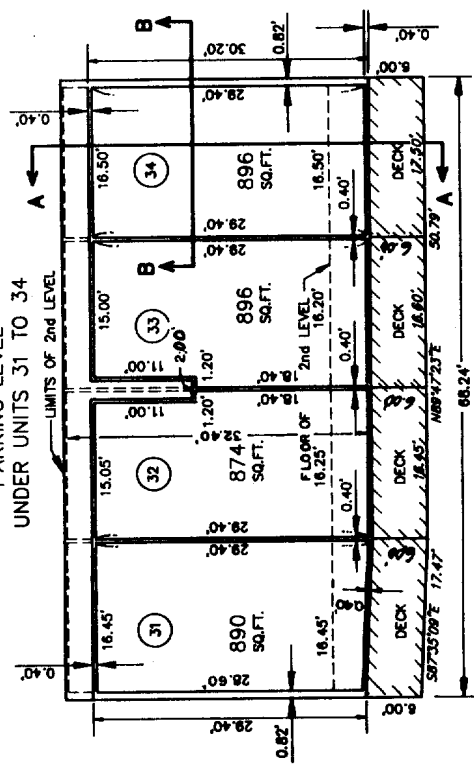
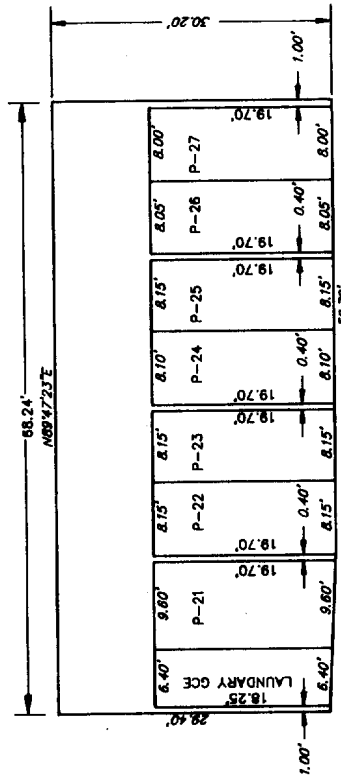
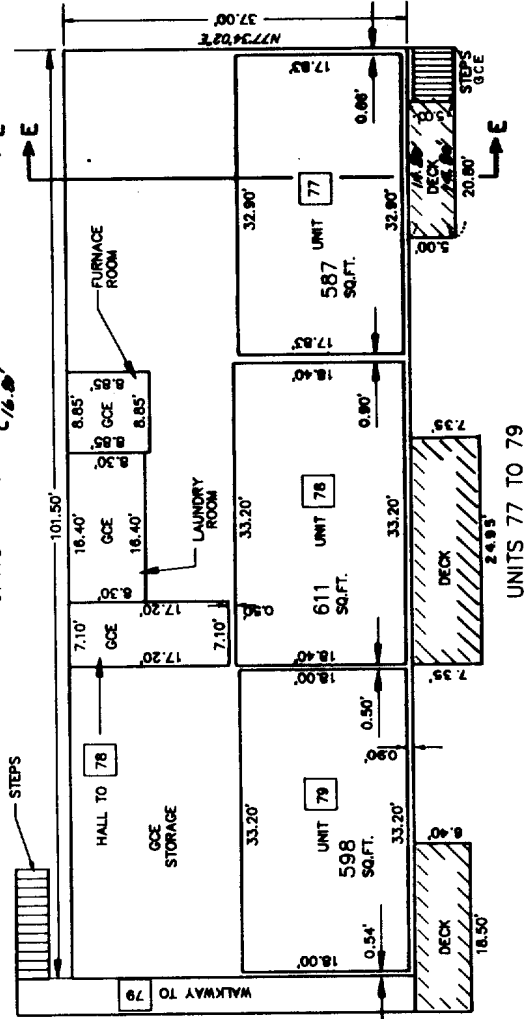
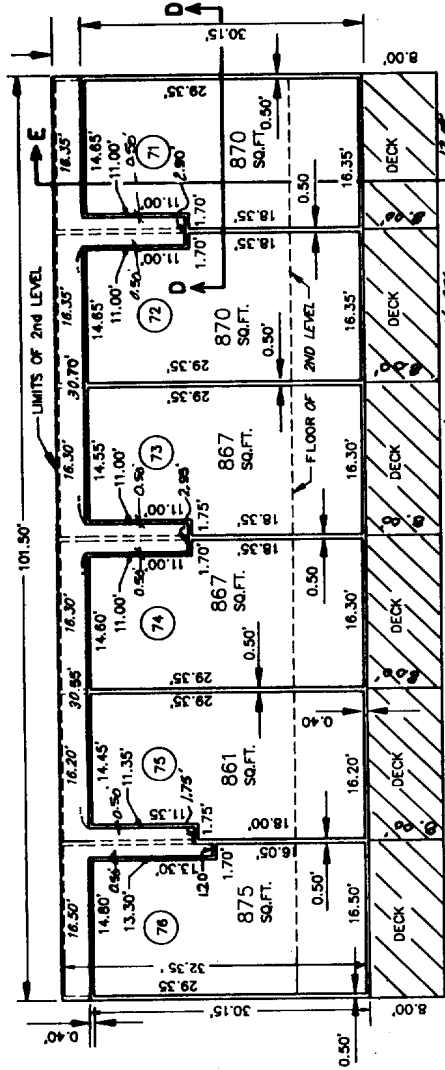
*G. Robert Taylor*

DECK, LCE, ASSIGNED TO UNIT TO WHICH THEY ARE ATTACHED

STAIRS/STEPS, GCE



SCALE: 1" = 10'



NOTE: BEARINGS OF UNITS ARE 90° OR PARALLEL WITH EXTERIOR BEARING UNLESS OTHERWISE SHOWN.


BOOK 1224 PAGE 46  
**BROADWAY VIEW CONDOMINIUMS**

LOCATED IN THE  
 PRINCE CARUTHERS DLC AND IN THE  
 NE 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST, W.M.  
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

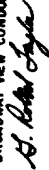
PREPARED BY: ROBERT E. METER CONSULTANTS, INC.  
 4915 S.W. GRIFFITH DRIVE #300  
 BEAVERTON, OREGON 97005 (503) 643-7537  
 PROJECT No. 1711-01

DATE OF MODIFICATION 9-27-94




SURVEYOR'S CERTIFICATE OF COMPLETION  
 I, G. ROBERT TAYLOR, REGISTERED PROFESSIONAL LAND SURVEYOR,  
 HEREBY CERTIFY THAT THE PLAN OF BROADWAY VIEW CONDOMINIUMS  
 FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS  
 AND THE BUILDINGS, AS DEPICTED ON SUCH PLAN, HAVE BEEN  
 COMPLETED.  
 DATED THIS 30<sup>th</sup> DAY OF JANUARY, 1995


REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR  
  
 G. ROBERT TAYLOR  
 OREGON  
 #237

RENEWAL DATE:  
 JUNE 30, 1996

I HEREBY CERTIFY THAT THIS  
 PLACING IS A TRUE AND EXACT  
 COPY OF THE ORIGINAL PLAN OF  
 BROADWAY VIEW CONDOMINIUMS.  


**LEGEND**

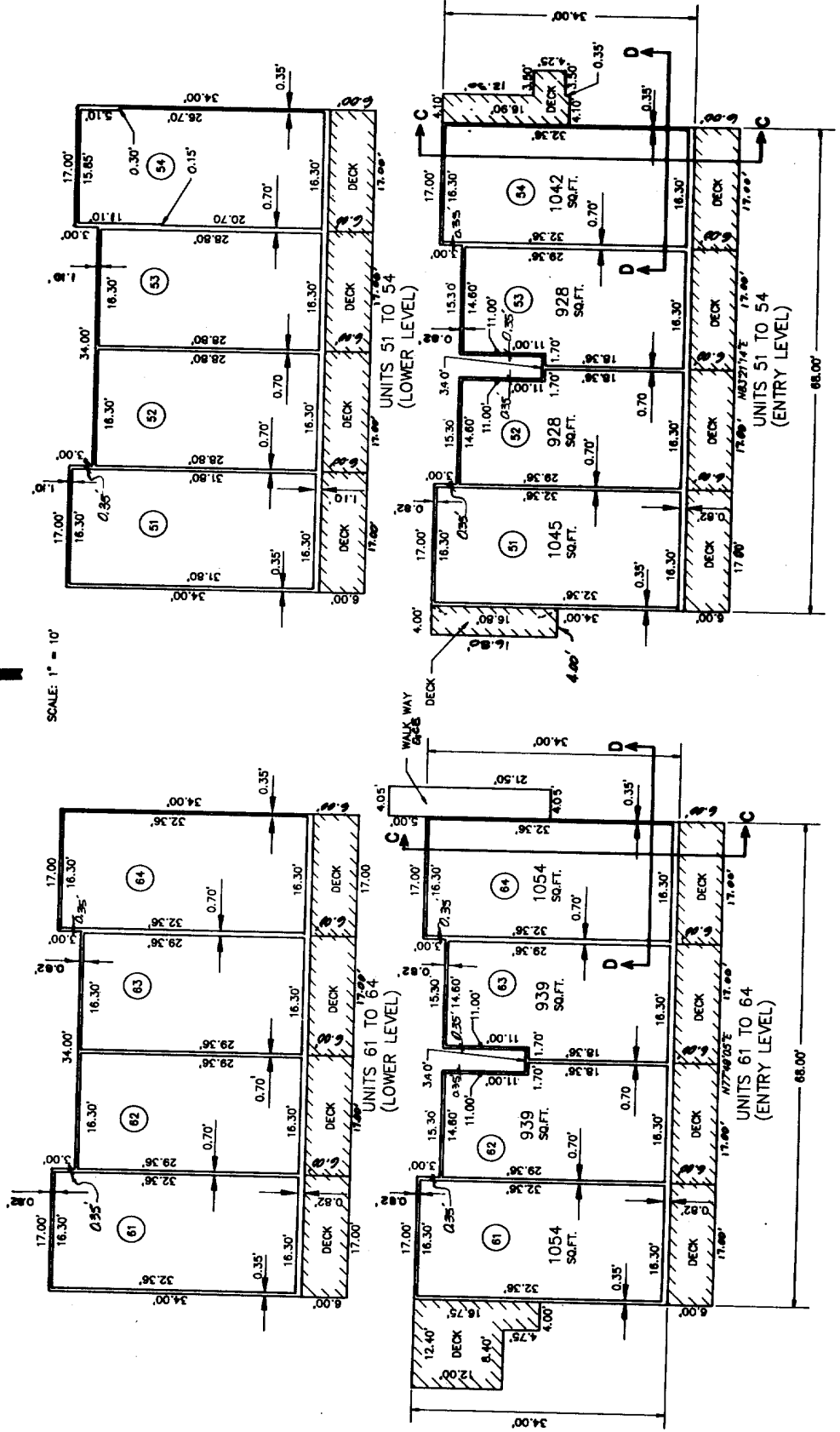
-  INDICATES 2 STORY UNIT
-  INDICATES SINGLE STORY UNIT
-  SQ.FT.

 DECK, LGE. ASSIGNED TO UNIT  
 TO WHICH IT IS ATTACHED.

 STAIRS/STEPS, GOE



SCALE: 1" = 10'



BOOK 1224 PAGE 4U  
**BROADWAY VIEW CONDOMINIUMS**

LOCATED IN THE  
 FINCH CARUTHERS DLC AND IN THE  
 NE 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST, W.M.  
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

PREPARED BY: ROBERT E. MEYER CONSULTANTS, INC.  
 4915 S.W. GRIFFITH DRIVE #200  
 BEAVERTON, OREGON 97005 (503) 643-7537  
 PROJECT No. 1771-01

DATE OF INSTRUMENTATION 9-27-94

UNIT NO.	ENTRY LEVEL ELEVATION
11-16	422.45
21-24	422.45
31-34	419.65
41-44	408.68
51-54	403.90
61-64	398.80
71-74	394.80
81-84	392.50
91-94	408.77
101-104	413.80
111-114	413.78
121-124	404.88

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR  
 OREGON  
 JUNE 30, 1988  
 G. ROBERT TAYLOR  
 #437

RENEWAL DATE:  
 JUNE 30, 1998

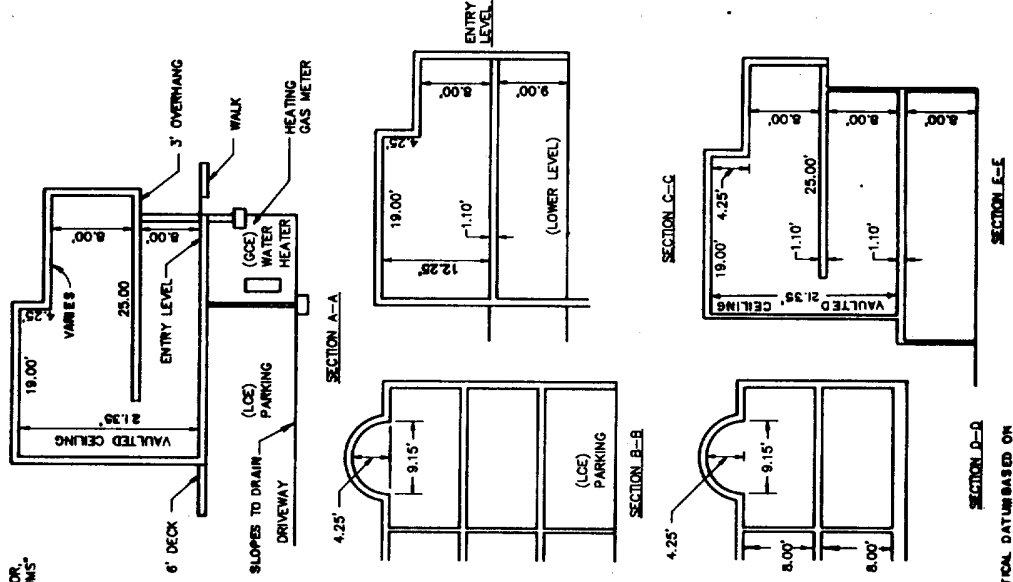
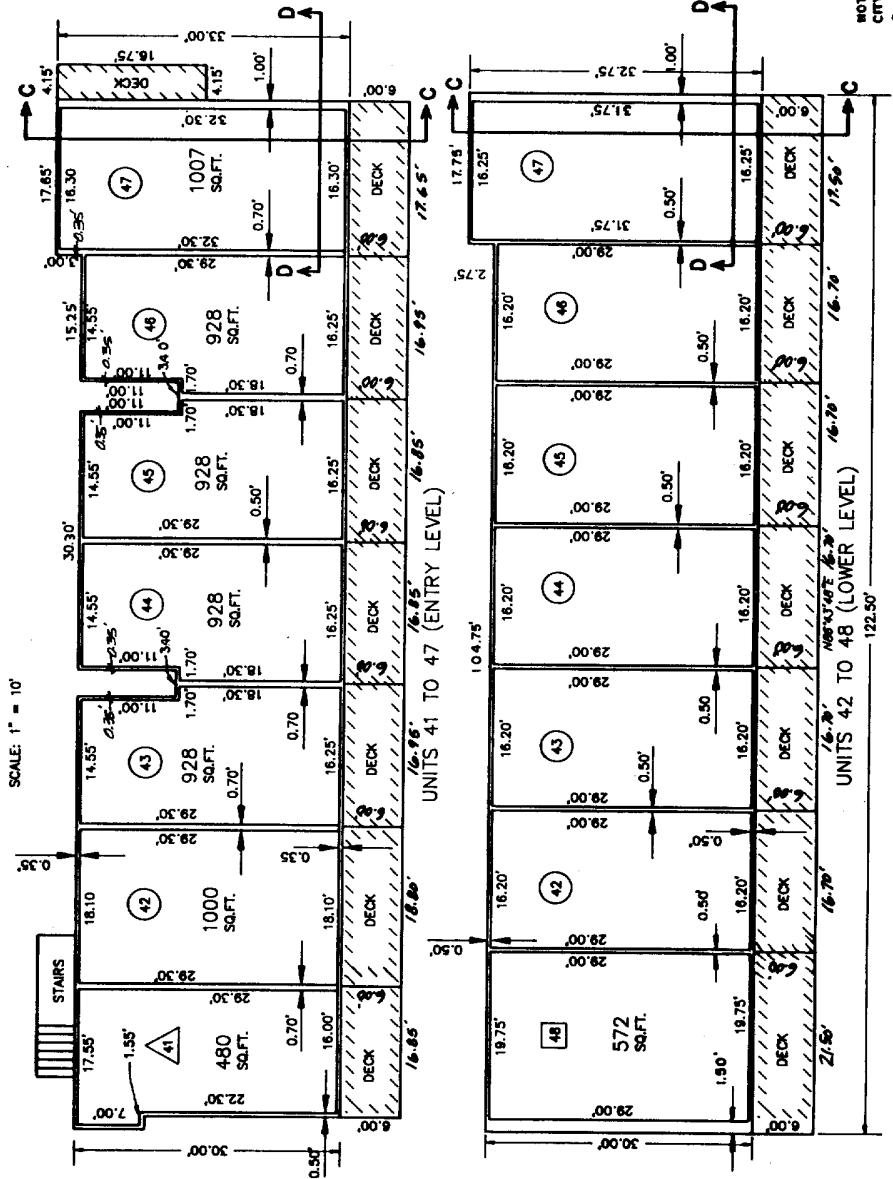
I HEREBY CERTIFY THAT THIS  
 TRACING IS A TRUE AND EXACT  
 COPY OF THE ORIGINAL PLAT OF  
 BROADWAY VIEW CONDOMINIUMS

*G. Robert Taylor*

SURVEYOR'S CERTIFICATE OF COMPLETION  
 I, G. ROBERT TAYLOR, A REGISTERED PROFESSIONAL LAND SURVEYOR,  
 HEREBY CERTIFY THAT THE PLAT OF "BROADWAY VIEW CONDOMINIUMS"  
 FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS  
 AND THE BUILDINGS, AS DEPICTED ON SUCH PLAT, HAVE BEEN  
 COMPLETED.  
 DATED THIS 30<sup>TH</sup> DAY OF JANUARY, 1995

**LEGEND**

- INDICATES 2 STORY UNIT
- △ INDICATES SINGLE STORY UPPER LEVEL UNIT
- SQ.FT. SQUARE FEET
- INDICATES SINGLE STORY LOWER LEVEL UNIT
- ▨ DECK, LCE, ASSIGNED TO UNIT TO WHICH IT IS ATTACHED
- ▩ STAIRS/STEPS, & CE
- GCE INDICATES GENERAL COMMON ELEMENT
- LCE INDICATES LIMITED COMMON ELEMENT



NOTE: VERTICAL DATUM BASED ON  
 CITY OF PORTLAND BENCH MARK No. 2616  
 ELEVATION 316.32

BOOK 1221 PAGE 47  
**BROADWAY VIEW CONDOMINIUMS**

LOCATED IN THE  
 FINCH CARLTONS DLC AND IN THE  
 NE 1/4 OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 EAST, W.1.M.  
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

PREPARED BY: ROBERT E. HERBER CONSULTANTS, INC.  
 4915 S.W. GRIFFITH DRIVE #300  
 BEAVERTON, OREGON 97005 (503) 643-7537  
 PROJECT No. 1711-01

DATE OF INSTRUMENTATION 7-27-1994

**APPROVALS**

APPROVED April 28, 1995  
 CITY OF PORTLAND, BUREAU OF BUILDING

BY: Theresa J. Doherty

APPROVED June 15, 1995  
 COUNTY SURVEYOR, MULTNOMAH COUNTY, OREGON

BY: Robert A. Hovde

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS  
 PROVIDED BY O.R.S. 100.110 HAVE BEEN PAID AS OF  
June 15, 1995

DIRECTOR, DIVISION OF ASSESSMENT AND TAXATION  
 MULTNOMAH COUNTY, OREGON

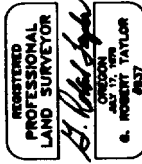
BY: Robert A. Hovde  
 DEPUTY

STATE OF OREGON ) SS  
 MULTNOMAH COUNTY )

I DO HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM PLAT  
 WAS RECEIVED FOR RECORD AND RECORDED June 15, 1995  
 AT 1:20 P.M. IN BOOK 1221 ON PAGES 46-47, 1995  
 COUNTY RECORDING OFFICE

BY: Condy Stuck  
 DEPUTY

DOCUMENT NO. 95-10232



I HEREBY CERTIFY THAT THIS  
 TRACING IS A TRUE AND FAITHFUL  
 COPY OF THE ORIGINAL PLAT OF  
 BROADWAY VIEW CONDOMINIUMS  
Robert Taylor

**NARRATIVE**

I, G. ROBERT TAYLOR, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF PORT WEST PROPERTIES, INC. THE PURPOSE OF THE SURVEY WAS TO ESTABLISH THE BOUNDARY HEREIN SHOWN FOR THE PLATTING OF "BROADWAY VIEW CONDOMINIUMS". AS A BASIS OF BEARING I HELD SOUTH 16°09'38" EAST ALONG EASTERLY LINE OF THE SITE AND IN PARTICULAR TWO FOUND 3/4-INCH IRON PINS WHICH ARE SHOWN AS BEING 103.51 FEET APART, AND ALSO SHOWN ON SURVEY NUMBER 21975, MULTNOMAH COUNTY RECORDS, AND FURTHER DESCRIBED IN BOOK 1550 AT PAGE 1572, RECORDED SEPTEMBER 18, 1981.

TO ESTABLISH THE EAST BOUNDARY LINE I HELD THE ABOVE DESCRIBED MONUMENTS AND INTERSECTED THE NORTHERLY RIGHT OF WAY LINE OF S.W. BROADWAY DRIVE. THE NORTHERLY LINE OF S.W. BROADWAY DRIVE WAS ESTABLISHED BY HOLDING TWO 3/4-INCH IRON PINS WHICH ARE 309.07 FEET APART AND SHOWN ON SAID SURVEY NUMBER 21975. THE SOUTHWESTERLY PORTION OF THE SITE WAS ESTABLISHED BY HOLDING THE DATA DESCRIBED IN BOOK 1675 AT PAGE 280 AS RECORDED ON AUGUST 13, 1984 FOR PUBLIC RIGHT OF WAY. THE REMAINDER OF THE WEST BOUNDARY LINE WAS ESTABLISHED BY THE NEEDS OF THE CLIENT TO INCLUDE THE LANDS WHICH INCLUDED THE POOL AREA. THE NORTHERLY LINE WAS ESTABLISHED BY HOLDING TWO 5/8-INCH IRON RODS WHICH WERE IN SAID SURVEY NUMBER 21975 AND ARE 177.70 FEET APART. THE NORTHERLY LINE WAS THEN EXTENDED WESTERLY TO INTERSECT THE EASTERLY LINE OF BLOCK 15 OF "SEVENTH STREET TERRACES".

THE REMAINDER OF THE NORTHERLY BOUNDARY WAS SET BY HOLDING THE RELATIVE BEARINGS AND DISTANCES CALLED OUT IN BOOK 804 AT PAGE 1470 AS RECORDED ON JANUARY 16, 1973 AND IN THE VACATED DESCRIPTION OF S.W. COMMONWEALTH AVENUE AS DESCRIBED IN BOOK 1301 AT PAGE 308 AND RECORDED DECEMBER 15, 1970 AND ALSO SHOWN ON SAID SURVEY NUMBER 21975.

**DECLARATION**

KNOW ALL PERSONS BY THESE PRESENTS, THAT PORT WEST PROPERTIES, INC., AN OREGON CORPORATION DOES HEREBY DECLARE THE ANNEXED MAP "BROADWAY VIEW CONDOMINIUMS" TO BE TRUE AND CORRECT, AND DOES HEREBY COMMIT SAID PROPERTY TO THE OPERATION AND PROVISIONS OF THE OREGON CONDOMINIUM ACT. THERE ARE NO WATER RIGHTS APPURTENANT TO THIS PROPERTY.

EXECUTED THIS 7<sup>th</sup> DAY OF March, 1995

PORT WEST PROPERTIES, INC.

Gregory P. Dolinalec  
 GREGORY P. DOLINALEC, PRES.



**ACKNOWLEDGEMENT**

STATE OF OREGON } SS  
 MULTNOMAH COUNTY }

THIS CERTIFIES THAT ON THIS 7<sup>th</sup> DAY OF MARCH, 1995.

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY, PERSONALLY APPEARED GREGORY P. DOLINALEC, WHO BEING DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF PORT WEST PROPERTIES, INC., AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID CORPORATION BY THE AUTHORITY OF ITS BOARD OF DIRECTORS, AND DOES ACKNOWLEDGE SAID INSTRUMENT TO BE A FREE ACT AND DEED.

Malina A. Cantwell  
 NOTARY PUBLIC FOR THE STATE OF OREGON

**CONSENT AFFIDAVITS**

- A CONDOMINIUM PLAT CONSENT AFFIDAVIT FROM BOWPORT ESTATES, INC., AN OREGON CORPORATION, FEE OWNER, HAS BEEN RECORDED AS DOCUMENT NO. 95-10231, MULTNOMAH COUNTY DEED RECORDS.
- A CONSENT AFFIDAVIT FROM JAMES COMBE, A FEE TITLE HOLDER, HAS BEEN RECORDED AS DOCUMENT NO. 95-10237, MULTNOMAH COUNTY DEED RECORDS.
- A CONSENT AFFIDAVIT FROM CLAIR E. BOWMAN, A FEE TITLE HOLDER, HAS BEEN RECORDED AS DOCUMENT NO. 95-10227, MULTNOMAH COUNTY DEED RECORDS.
- A CONSENT AFFIDAVIT FROM WILLIAM DENISON, A FEE TITLE HOLDER, HAS BEEN RECORDED AS DOCUMENT NO. 95-10232, MULTNOMAH COUNTY DEED RECORDS.
- A CONSENT AFFIDAVIT FROM DAVID W. BOWMAN, A FEE TITLE HOLDER, HAS BEEN RECORDED AS DOCUMENT NO. 95-10228, MULTNOMAH COUNTY DEED RECORDS.

**BOOK 1221 PAGE 41-  
BROADWAY VIEW CONDOMINIUMS**

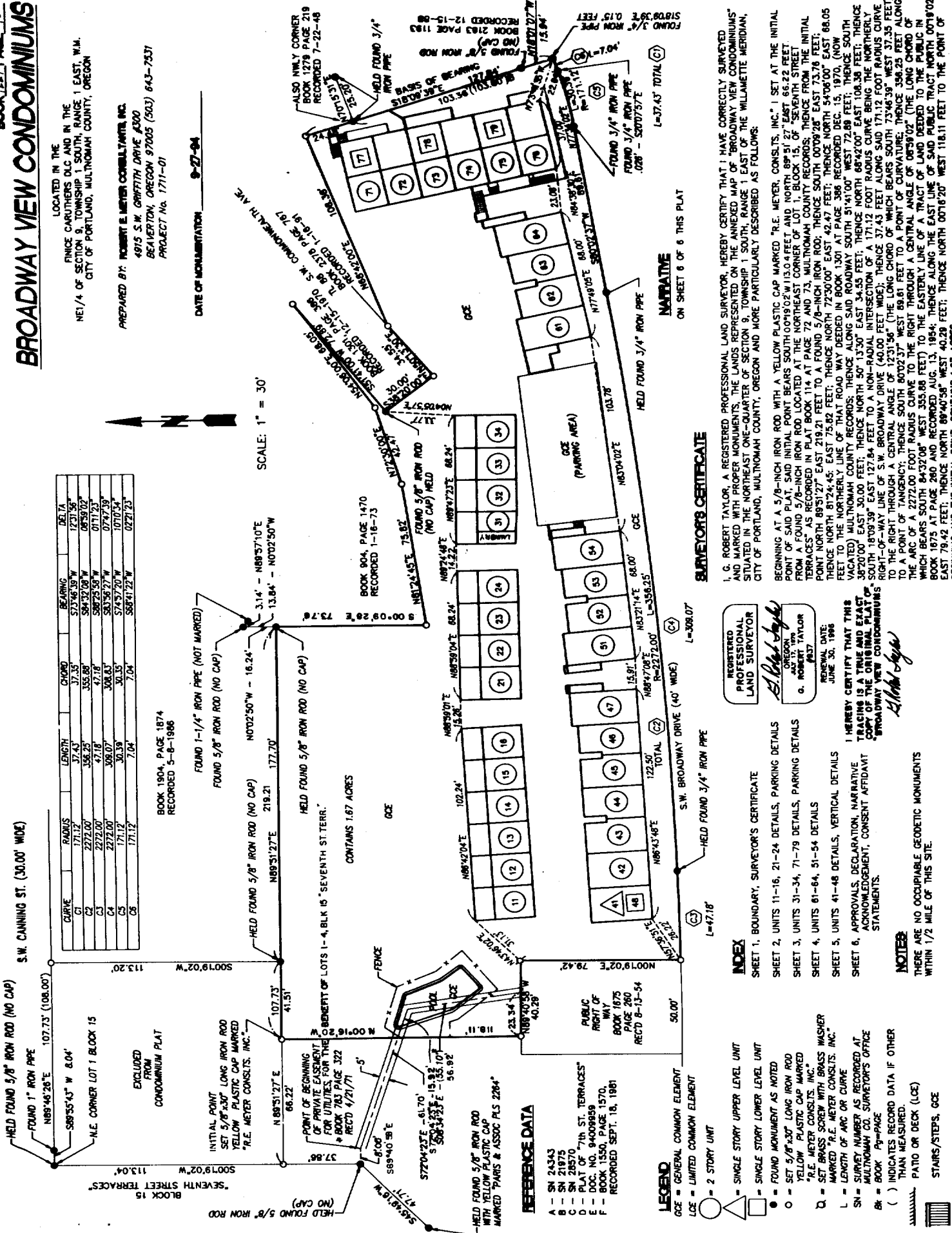
LOCATED IN THE  
FINCH CARUTHERS OLG AND IN THE  
NE 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST, W.M.  
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

PREPARED BY: **ROBERT E. MEYER CONSULTANTS, INC.**  
4915 S.W. GRIFFITH DRIVE, 4300  
BEAVERTON, OREGON 97005 (503) 643-7531  
PROJECT No. 1711-01

DATE OF DOCUMENTATION: **9-27-04**

SCALE: 1" = 30'

CURVE	RADIUS	LENGTH	BEARING	DELTA
C1	171.12	37.43	S73°46'39"W	123.56
C2	2272.00	358.25	S84°32'08"W	06°59'02"
C3	47.18	42.18	S88°25'58"W	01°11'23"
C4	2272.00	308.07	S81°58'27"W	07°42'39"
C5	171.12	30.35	S74°37'50"W	107.03
C6	171.12	7.04	S88°41'22"W	0221.23



BOOK 1804, PAGE 1874  
RECORDED 5-6-1986

FOUND 1-1/4" IRON PIPE (NOT MARKED)  
FOUND 5/8" IRON ROD (NO CAP)  
HELD FOUND 5/8" IRON ROD (NO CAP)

CONTAINS 1.67 ACRES

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

GCE

**REFERENCE DATA**

- A - SN 24343
- B - SN 21875
- C - SN 21875
- D - PLAT OF "11th ST. TERRACES"
- E - DOC. NO. 8400989
- F - BOOK 1530 PAGE 1570
- G - RECORDED SEPT. 18, 1981

**LEGEND**

- GCE = GENERAL COMMON ELEMENT
- LOE = LIMITED COMMON ELEMENT
- = 2 STORY UNIT
- = SINGLE STORY UPPER LEVEL UNIT
- = SINGLE STORY LOWER LEVEL UNIT
- = FOUND MONUMENT AS NOTED
- = SET 5/8"x30" LONG IRON ROD
- = YELLOW PLASTIC CAP MARKED "R.E. MEYER CONSULTANTS, INC."
- = SET BRASS SCREW WITH BRASS WASHER
- = MARKED "R.E. MEYER CONSULTANTS, INC."
- = LENGTH OF ARC OR CURVE
- SN = SURVEY NUMBER AS RECORDED AT MULTNOMAH CO. SURVEYOR'S OFFICE
- BK = BOOK PAGE
- ( ) INDICATES RECORD DATA IF OTHER THAN MEASURED.
- ===== PATIO OR DECK (LOE)
- ▨ STAIRS/STEPS, GCE
- ⊕ CURVE DATA SEE CHART ABOVE

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert Taylor*  
OREGON  
JUL 15, 1988  
R. ROBERT TAYLOR  
P337

RENEWAL DATE:  
JUNE 30, 1988

I HEREBY CERTIFY THAT THIS  
TRACING IS A TRUE AND EXACT  
COPY OF THE ORIGINAL PLAT OF  
"BROADWAY VIEW CONDOMINIUMS"

*Robert Taylor*

**SURVEYOR'S CERTIFICATE**

I, G. ROBERT TAYLOR, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS REPRESENTED ON THE ANNEXED MAP OF "BROADWAY VIEW CONDOMINIUMS" SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8"-NICH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "R.E. MEYER CONSULTANTS, INC." SET AT THE INITIAL POINT OF SAID PLAT SAID INITIAL POINT BEARS SOUTH 00°19'02"W 133.04 FEET AND NORTH 89°51'27"E EAST 66.22 FEET FROM FOUND 5/8"-NICH IRON ROD LOCATED AT THE NORTHEAST CORNER OF LOT 1, BLOCK 15, OF SEVENTH FROM THE INITIAL TERRACES" AS RECORDED IN PLAT BOOK 114 AT PAGE 72 AND 73 MULTNOMAH COUNTY RECORDS; THENCE FROM THE INITIAL POINT NORTH 89°51'27"E EAST 219.21 FEET TO A FOUND 5/8"-NICH IRON ROD; THENCE SOUTH 00°09'28"E EAST 73.78 FEET; THENCE NORTH 89°51'27"E EAST 75.82 FEET; THENCE NORTH 72°30'00"E EAST 42.47 FEET; THENCE SOUTH 84°06'00"E EAST 86.05 FEET TO THE NORTHERLY LINE OF THAT ROAD WAY DEED IN BOOK 1301 AT PAGE 388 RECORDED DEC. 15, 1970. (NOW VACATED) MULTNOMAH COUNTY RECORDS; THENCE ALONG SAID ROADWAY SOUTH 51°41'00"W WEST 72.69 FEET; THENCE SOUTH 38°20'00"E EAST 50.00 FEET; THENCE NORTH 50°13'30"E EAST 34.55 FEET; THENCE NORTH 68°42'00"E EAST 104.38 FEET; THENCE SOUTH 18°39'39"E EAST 137.84 FEET TO NON-RADIAL INTERSECTION OF A 171.12 FOOT RADIUS CURVE BEING THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. BROADWAY DRIVE (40.00 FEET WIDE); THENCE 37.43 FEET ALONG SAID 171.12 FOOT RADIUS CURVE TO THE RIGHT-TURNER'S CENTRAL ANGLE OF 123°1'54" (THE LONG CHORD OF WHICH BEARS SOUTH 73°46'39" WEST 37.35 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 80°23'37" WEST 69.61 FEET TO A POINT OF CURVATURE; THENCE 356.25 FEET ALONG THE ARC OF 2272.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°29'02" (THE LONG CHORD OF WHICH BEARS SOUTH 84°32'08" WEST 355.88 FEET) TO THE EASTERLY LINE OF A TRACT OF LAND DEEDED TO THE PUBLIC IN BOOK 1875 AT PAGE 280 AND RECORDED AUG. 13, 1954; THENCE ALONG THE EAST LINE OF SAID PUBLIC TRACT NORTH 00°19'02" EAST 79.42 FEET; THENCE NORTH 89°49'58" WEST 40.28 FEET; THENCE NORTH 00°16'20" WEST 118.11 FEET TO THE POINT OF BEGINNING AND THE INITIAL POINT. CONTAINS 1.67 ACRES.

**NARRATIVE**

ON SHEET 6 OF 6 THIS PLAT

DECLARATION  
SUBMITTING  
BROADWAY VIEW CONDOMINIUMS  
TO CONDOMINIUM OWNERSHIP

Filed by:  
Port West Properties, Inc.,  
an Oregon corporation

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed as hereinafter set forth by PORT WEST PROPERTIES, INC., an Oregon corporation, hereinafter called "Declarant".

Declarant proposes to create condominiums to be known as Broadway View Condominiums, which will be located in the City of Portland, Multnomah County, Oregon. The purpose of this Declaration is to submit the Broadway View Condominiums to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act. The condominiums will be used for residential purposes.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

1. DEFINITIONS. When used herein the following terms shall have the following meanings:

1.1 "Bylaws" means the Bylaws of the Association of Unit Owners of the Broadway View Condominiums adopted pursuant to Section 12 below and, as the same, may be amended from time-to-time.

1.2 "Declarant" means Port West Properties, Inc., an Oregon corporation, and its successors and assigns.

1.3 "Plans" means the plat or site plan and floor plans of the Broadway View Condominiums recorded simultaneously with this Declaration.

1.4 "Incorporation by Reference". Except as otherwise provided in this Declaration, each of the terms defined in ORS 100.005, a part of the Oregon Condominium Act, shall have the meanings set forth in such section.

BROADWAY VIEW CONDOMINIUMS DECLARATION  
FEBRUARY 27, 1995

1

95 70233

1 of 41

*Ret: Fidelity*

June 16, 1995

2. PROPERTY SUBMITTED. The property submitted to the Oregon Condominium Act hereunder is a project undertaken by Declarant and the fee owners according to a development agreement under which the fee owners affirm all documentation prepared by Declarant and required in the condominium filing process herein.

The land submitted hereunder is located in the City of Portland, Multnomah County, Oregon, and is more particularly described in Exhibit A hereto. Such property includes the land so described, all buildings, improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all personal property used in connection therewith.

3. Name. The name by which the property submitted hereunder shall be known is the "Broadway View Condominiums".

4. Units.

4.1 General Description of Buildings. The Broadway View Condominiums consist of seven (7) buildings built in 1966 and the type of construction is wood frame. There are seven (7) addresses and a total of thirty-nine (39) units. There are five one-bedroom, twenty-nine two-bedroom and five three-bedroom units. The addresses and a description of the units are as follows:

863 S.W. Broadway Drive,	6 units,	2-bedroom
855 S.W. Broadway Drive,	4 units,	2-bedroom
847 S.W. Broadway Drive,	4 units,	2-bedroom
839 S.W. Broadway Drive,	9 units:	6 units 2-bedroom 3 units 1-bedroom
843 S.W. Broadway Drive,	4 units:	2 units 2-bedroom 2 units 3-bedroom
851 S.W. Broadway Drive,	4 units:	2 units 2-bedroom 2 units 3-bedroom
859 S.W. Broadway Drive,	8 units:	1 unit 3-bedroom 5 units 2-bedroom 2 units 1-bedroom

4.2 General Description, Location and Designation of Units. The condominiums consist of a total of thirty-nine (39) units. The dimensions, designation and location of each unit are shown in the plans recorded simultaneously herewith. A general description and the approximate square footage of each unit is shown on Exhibit B attached hereto.

4.3 Boundaries of Units. Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, door and door frames, and trim, and shall include both the interior surfaces so described and the air space so encompassed. In addition, each

June 16, 1995



unit shall include the outlet of any utility service lines, including water, sewerage, gas or electricity, and ventilating ducts, within the unit, but shall not include any part of such lines or ducts themselves.

5. GENERAL COMMON ELEMENTS. Each unit shall be entitled to an undivided percentage ownership interest in the common elements determined by the ratio which the area of the unit bears to the total area of all the units combined as shown on Exhibit "B" attached hereto and made a part hereof. The general common elements consist of the following:

5.1 The land, pathways, fences, grounds, pool and driveways, if any.

5.2 Pipes, ducts, flues, chutes, conduits, wires and other utility installations to their outlets.

5.3 Roofs, foundations, bearing walls, perimeter walls, beams, columns and girders to the interior surfaces thereof.

5.4 The storage and maintenance areas and laundry rooms.

5.5 Hallways, stairways, entrances and exits, which are not part of the unit or limited common elements.

5.6 All other elements of the building and the property necessary or convenient to their existence, maintenance and safety, or normally in common use, except as may be expressly designated herein as part of a unit or a limited common element.

6. LIMITED COMMON ELEMENTS. The following shall constitute limited common elements, the use of which shall be restricted to the units to which they pertain.

6.1 All patios and decks adjoining the units which use them.

6.2 All enclosed parking spaces the use of which shall be limited to unit 74 subject to transfer under the provisions of ORS 100.515(5) to another unit.

7. USE OF PROPERTY: MAINTENANCE.

7.1 Each unit is to be used for residential purposes as described in the Bylaws. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each unit owner shall be bound by each

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of the terms, conditions, limitations and provisions contained in such documents.

7.2 The necessary work to maintain, repair or replace the common elements shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws. If the mortgagee or beneficiary of any unit determines that the Board of Directors is not providing an adequate maintenance, repair and replacement program for the common elements, such mortgagee or beneficiary, at its option, may deliver a notice to the Board of Directors by delivering same to the registered agent, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within ninety (90) days subsequent to receipt of such notice, the mortgagee or beneficiary, upon written notice to the registered agent that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a mortgage or deed of trust on all business coming before such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

8. COMMON PROFITS AND EXPENSES: VOTING

8.1 The common profits derived from and the common expenses of the common elements shall generally be distributed and charged to the owner of each unit according to the percentage of undivided interest of such unit in the common elements as determined by the ratio which the unit bears to the total area of all the units combined as shown in Exhibit "B" attached hereto and made a part hereof, except legal/accounting, garbage and common element area maintenance will be charged equally to units. Original purchasers of the units will be required to pay one hundred dollars (\$100.00) each as a reserve toward expenses. In addition, original unit owners shall pay one hundred dollars (\$100.00) each as a reserve for capital improvement plus a monthly fee to capital improvements and to maintenance thereafter, the specific amount of which is to be determined by the Board. Maintenance shall be defined as the day-to-day cleaning and up-keep of the common elements but shall not include capital improvements, replacement, and/or repair to structural elements.

8.2 Each unit owner shall be entitled to one vote in the affairs of the Association of unit owners for each unit owned by him/her. "Majority" or "majority of unit owners", as used in this Declaration or in the By-Laws, shall mean the owners of more than fifty percent (50%) of the then-existing units of the condominium.

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9. SERVICE OF PROCESS. The name of the person to receive service of process is named in the Condominium Information Report which will be filed with the Secretary of State in accordance with ORS 100.250 (1).

10. ENCROACHMENTS. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same, so long as the building stands, shall exist. In the event any building, unit, adjoining unit, or adjoining common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit or of any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

11. RIGHTS OF MORTGAGEES AND BENEFICIARIES. The prior written approval of seventy-five percent (75%) of the holders of first mortgages or beneficiaries of first deeds of trust on units in the condominium (based upon one vote for each first mortgage or deed of trust owned) must be obtained for the following:

11.1 Abandonment or termination of the condominium regime;

11.2 Except as provided in Section 13.1, any change in the prorate interest or obligations of any individual unit for (a) the purpose of levying assessments or charges of allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the prorate share of ownership of each unit in the common elements;

11.3 Partition or subdivision of any unit;

11.4 Abandonment, partition, subdivision, encumbrances, sale or transfer of the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause; or,

11.5 Use of hazard insurance proceeds for losses to any condominium property, whether to units or to common elements, for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of

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substantial loss to the units and/or common elements of the condominium project.

**12. ADOPTION OF BYLAWS, APPOINTMENT OF INTERIM BOARD, AND DESIGNATION OF MANAGER.** Upon the execution and the filing of this Declaration, the Declarant shall adopt Bylaws for the Association of Unit Owners of Broadwaw View Condominiums, which Bylaws are attached hereto as Exhibit "C" and are filed simultaneously herewith. At the same time, Declarant will appoint an interim Board of Directors of the Association, which directors shall serve until their successors have been elected as provided in the Bylaws. Such interim board of directors may appoint a manager or managing agent for the condominiums on behalf of the association of unit owners, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation and maintenance of the condominiums, at the expense of the association, from the date of its appointment. Each unit owner shall be a member of the association. Notwithstanding any other provision of this section, any management agreement or other contract providing for services by Declarant shall provide for termination on ninety (90) days' written notice and shall have a maximum contract term of three (3) years.

**13. AMENDMENT.**

**13.1 Approval Required.** Except as may otherwise be provided in this Declaration or by the Oregon Condominium Act, this Declaration may be amended if such amendment is approved by seventy-five percent (75%) of the voting power of the unit owners. No amendment may change the size, location, percentage interest in the common elements, share of common profits or expenses, or voting power of any unit unless such amendment has been approved by the owners of the affected unit and the holders of any mortgage or trust deed on such unit. If required by law, any amendment to this Declaration shall be approved by the Real Estate Commissioner. Sections 11 and 7.2 may not be amended without the written consent of all holders of first mortgages and beneficiaries of first deeds of trust on units in the condominiums.

**13.2 Recordation.** The amendment shall be effective upon recordation of the Declaration as amended or of the amendment thereto, certified to by the chairman and secretary of the Association and approved by the County Assessor and the Real Estate Commissioner, in the Deed Records of Multnomah County.

**14. ASSOCIATION POWERS.** The Association shall have those powers granted under the Bylaws and the Oregon Condominium Act and subject to ORS 100.405(5), shall have the authority to execute, acknowledge, deliver and record on behalf of the unit

June 16, 1995

owners leases, easements, rights of way, licenses and other similar interests affecting the general common elements.

15. SEVERABILITY. The determination of invalidity, by any court, of any provision or restriction imposed by this Declaration or the Bylaws, or of any provision or restriction thereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration or the Bylaws, and all of the terms thereof shall be severable.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 8 day of June, 1995.

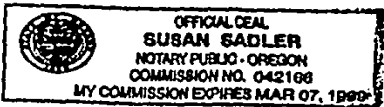
Port West Properties, Inc.

By: Gregory P. Dolinajec  
Gregory P. Dolinajec, President

Acknowledged.

STATE OF OREGON,

County of MULTNOMAH



)  
) SS.

This instrument was acknowledged before me on JUNE 8,

1995, by GREGORY P. DOLINAJEC

as PRESIDENT

of PORT WEST PROPERTIES

Notary Public for Oregon  
My commission expires: 3-7-99

June 16, 1995

05/31/95

12:58

2503 241 5084

PORT WEST PROP.

012

*David W. Bowman*  
David W. Bowman

Acknowledged.

STATE OF PROVINCE OF BRITISH COLUMBIA }  
county of VICTORIA } ss.

This instrument was acknowledged before me on JUN 1,  
1995, by DAVID W BOWMAN

as FREE OWNER

of 1416 ST DAVID ST VICTORIA BC CANADA

*[Signature]*  
Notary Public for  
My commission expires: ON DEATH

A Notary Public in and for the  
Province of British Columbia.

BROADWAY VIEW CONDOMINIUMS DECLARATION  
FEBRUARY 27, 1995

8

8

June 16, 1995

05/31/95

12:58

503 241 5084

PORT WEST PROP.

013

[Signature]  
William Danson

Acknowledged.

STATE OF PROVINCE OF BRITISH COLUMBIA } ss.  
County of VICTORIA }

This instrument was acknowledged before me on JUNE 1,

1995, by WILLIAM DENSON

as FRE OWNER

of 1276 TRACKSELL VICTORIA BC CANADA

[Signature]

Notary Public for  
My commission expires: ONDEATH  
A Notary Public in and for the  
Province of British Columbia.



BROADWAY VIEW CONDOMINIUMS DECLARATION  
FEBRUARY 27, 1995

9

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June 16, 1995

05/31/95

12:59

503 241 5084

PORT WEST PROP.

014

BOWPORT ESTATES, INC.

BY: David W Bowman Pres  
David W. Bowman

Acknowledged.

PROVINCE OF BRITISH COLUMBIA  
STATE OF

County of Victoria

} ss.

This instrument was acknowledged before me on JUNE 1,  
1995, by DAVID W BOWMAN  
as PRESIDENT OF BOWPORT ESTATES INC FEE OWNER  
of 1466 ST DAVID ST VICTORIA BC

[Signature]  
Notary Public for  
My commission expires: ON DECAT 11

Notary Public in and for the  
Province of British Columbia.

BROADWAY VIEW CONDOMINIUMS DECLARATION  
FEBRUARY 27, 1995

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June 16, 1995



~~Clair E. Bowman~~  
Clair E. Bowman

Acknowledged.

STATE OF PROVINCE OF BRITISH COLUMBIA }  
County of VICTORIA } ss.

This instrument was acknowledged before me on JUNE 1,  
1995, by CLAIRE E BOWMAN

as FEE OWNER

of 420 PARRY RD VICTORIA BC

[Signature]  
Notary Public for  
My commission expires: ON DEATH

Notary Public in and for the  
Province of British Columbia.



June 16, 1995



James Cowie

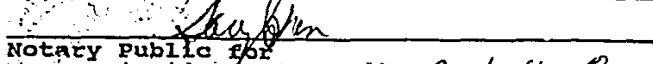
Acknowledged.

STATE OF PROVINCE OF BRITISH COLUMBIA  
County of VANCOUVER } ss.

This instrument was acknowledged before me on JUNE 3, 1995,  
1995, by JAMES D. COWIE

as FEE OWNER

of 105-1551 MARINERS WALK  
VANCOUVER, B.C. CANADA.

  
Notary Public for

My Commission Expires: NOT Applicable

**GARY M. COHEN**  
Barrister & Solicitor  
COHEN BUCHAN EDWARDS  
208 - 4940 No. 3 ROAD  
RICHMOND, B.C. V6X 3A5  
TELEPHONE: 273-6411

June 16, 1995

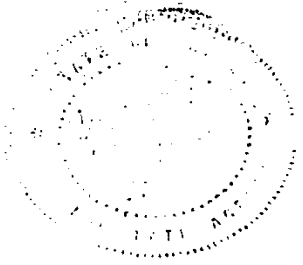
Robert B. Hill, Deputy 6-16-95  
County Assessor

Darryl B. ... DEPUTY 6-16-95  
County Tax Collector

The foregoing Declaration is approved pursuant to ORS  
100.110 this 12th day of June, 1995.

Gene S. Osborn, Acting  
Real Estate Commissioner

By: Stan F. Mayfield



BROADWAY VIEW CONDOMINIUMS DECLARATION  
FEBRUARY 27, 1995

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**EXHIBIT A**  
**BROADWAY VIEW CONDOMINIUMS**  
**DECLARATION**

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

Situated in the Northeast one-quarter of Section 9, Township 1 South, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, Oregon, and more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a yellow plastic cap marked "R.E. Meyer, Conslts, Inc." set at the initial point of said plat, said initial point bears South 00°19'02" West, 113.04 feet and North 89°51'27" East 66.22 feet from a found 5/8-inch iron rod located at the Northeast corner of Lot 1, Block 15 of SEVENTH STREET TERRACES, as recorded in Plat Book 114 at Pages 72 and 73, Multnomah County records; thence from the initial point North 89°51'27" East, 219.21 feet to a found 5/8-inch iron rod; thence South 00°09'28" East, 73.76 feet; thence North 81°24'45" East, 75.82 feet; thence North 72°30'00" East, 42.47 feet; thence North 54°06'00" East, 68.05 feet to the Northerly line of that roadway deeded in Book 1301 at Page 386, recorded December 15, 1970, (now vacated), Multnomah County Records; thence along said roadway South 51°41'00" West, 72.89 feet; thence South 38°20'00" East, 30.00 feet; thence North 50°13'30" East, 34.55 feet; thence North 68°42'00" East, 108.38 feet; thence South 18°09'39" East, 127.84 feet to a non-radial intersection of a 171.12 foot radius curve being the Northerly right of way line of S.W. Broadway Drive (40.00 feet wide); thence 37.43 feet along said 171.12 foot radius curve to the right through a central angle of 12°31'56" (the long chord of which bears South 73°46'39" West, 37.35 feet) to a point of tangency; thence South 80°02'37" West, 89.61 feet to a point of curvature; thence 356.25 feet along the arc of a 2272.00 foot radius curve to the right through a central angle of 08°59'02" (the long chord of which bears South 84°32'08" West 355.88 feet) to the Easterly line of a tract of land deeded to the public in Book 1675 at Page 260 and recorded August 13, 1954; thence along the East line of said public tract North 00°19'02" East, 79.42 feet; thence North 89°40'58" West, 40.29 feet; thence North 00°16'20" West, 118.11 feet to the point of beginning and the initial point.

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**Exhibit "B"**  
**Broadway View Condominiums**  
**Declaration**

<u>Unit</u>	<u>General Description/ ED/BA</u>	<u>Ownership Percentage</u>	<u>Approximate Square Footage</u>
11	2/1.5	2.614	888
12	2/1.5	2.535	861
13	2/1.5	2.535	861
14	2/1.5	2.535	861
15	2/1.5	2.535	861
16	2/1.5	2.535	861
21	2/1.5	2.635	895
22	2/1.5	2.535	861
23	2/1.5	2.535	861
24	2/1.5	2.635	895
31	2/1.5	2.620	890
32	2/1.5	2.573	874
33	2/1.5	2.637	896
34	2/1.5	2.637	896
41	1/1	1.413	480
42	2/1.5	2.944	1000
43	2/1.5	2.732	928
44	2/1.5	2.732	928
45	2/1.5	2.732	928
46	2/1.5	2.732	928
47	3/1.5	2.964	1007
48	1/1	1.684	572
51	3/1.5	3.076	1045
52	2/1.5	2.735	929
53	2/1.5	2.735	929
54	3/1.5	3.067	1042
61	3/1.5	3.103	1054
62	2/1.5	2.764	939
63	2/1.5	2.764	939
64	3/1.5	3.103	1054
71	2/1.5	2.561	870
72	2/1.5	2.561	870
73	2/1.5	2.552	867
74	2/1.5	2.552	867
75	2/1.5	2.535	861
76	2/1.5	2.576	875
77	1/1	1.728	587
78	1/1	1.799	611
79	1/1	1.760	598
	<b>TOTAL</b>	<b>100.00</b>	<b>33,969</b>

BROADWAY VIEW CONDOMINIUMS DECLARATION  
 FEBRUARY 27, 1995

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June 16, 1995

EXHIBIT C

BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF  
BROADWAY VIEW CONDOMINIUMS

Filed by:  
Port West Properties, Inc.,  
an Oregon corporation

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Name and Location. These are the Bylaws of the ASSOCIATION OF UNIT OWNERS OF BROADWAY VIEW CONDOMINIUMS (hereinafter the "Association"). BROADWAY VIEW CONDOMINIUMS, (hereinafter the "condominiums") are located in the City of Portland, Multnomah County, Oregon, and have been submitted to the Oregon Condominium Act by a Declaration filed simultaneously herewith (hereinafter called the "Declaration"). The location of the condominiums is more specifically described in the Declaration.

2. Principal Office. The principal office of the Association shall be located at 839 S.W. Broadway Drive, #74, Portland, Oregon 97201

3. Purposes. This Association is formed under the provisions of the Oregon Condominium Act to serve as the means through which the unit owners may take action with regard to the administration, management and operation of the condominiums. The Association will be an unincorporated association.

4. Applicability of Bylaws. The Association, all unit owners and all persons using the condominium property shall be subject to these Bylaws and to all rules and regulations which may be promulgated hereunder.

5. Personal Application. All present or future owners, tenants, future tenants or their employees, or any other person that might use the facilities of said real property in any manner, are subject to the regulations set forth in these Bylaws and to the restrictions, provisions, conditions and regulations set forth in the recorded Declaration.

The mere acquisition or rental of any of the units (as defined in the recorded Declaration) of said real property or the

BROADWAY VIEW CONDOMINIUMS  
BYLAWS FEBRUARY 24, 1995

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mere act of occupancy of any of said units will signify that these Bylaws and the provisions of the recorded Declaration are accepted, ratified and will be complied with.

6. Composition of Association. The Association shall be composed of all the unit owners of the condominiums, including Port West Properties, Inc., an Oregon corporation, its successors and assigns (hereinafter, the "developer"), and the Association, itself, to the extent any of these own any unit or units of the condominiums.

7. Definitions.

(a) Adoption by Reference. The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

(b) Percentage of Unit Owners. Whenever a percentage of unit owners is specified herein, such percentage means the owners of that percentage of the total number of unit owners existing in the condominium except that where there are multiple owners of a single unit all such owners taken together shall constitute one owner for the purpose of calculating the percentage.

(c) Mortgage and Mortgages. As used herein, the terms "mortgage" and "mortgages" shall include, respectively, a deed of trust and the beneficiary of a deed of trust.

ARTICLE II

TRANSITIONAL COMMITTEE

1. Formation of Transitional Committee. Unless the turnover meeting pursuant to Article III hereinbelow has been held, the developer shall call a meeting of the unit owners for the purpose of forming a transitional committee in accordance with the Bylaws of the condominiums. The developer shall call such meeting within sixty (60) days of conveyance to persons other than the developer of fifty percent (50%) of the units.

2. Powers of Committee. The transitional committee shall be advisory only and shall consist of two or more members selected by majority vote of the unit owners other than the developer and may include not more than one representative of the developer. The members shall serve until the turnover meeting. The function of the committee shall be that of enabling ease of transition from control of the administration for the Association of unit owners by the developer to control by the unit owners. The committee shall have access to the information, documents and

records which the developer must turn over to the Association pursuant to ORS § 100.210(5).

3. Notice of Meeting. The developer shall give notice of the transitional committee meeting in accordance with the Bylaws of the condominium to each unit owner at least seven (7) but not more than fifty (50) days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If the developer fails to call a meeting within the time specified herein, the meeting may be called and notice given by any unit owner.

4. Developer Responsibility. If the owners, other than the Declarant, do not select members for the committee as provided hereinabove, the developer shall have no further responsibility to form the committee.

### ARTICLE III

#### TURNOVER MEETING

1. Time of Meeting. The developer shall call a turnover meeting within ninety (90) days of the expiration of the earlier of three years from the date of the conveyance of the first unit to a person other than the declarant or conveyance of seventy-five percent (75%) of the units.

2. Notice. The developer shall give notice of the turnover meeting in accordance with the Bylaws of the Association to each unit owner at least seven (7) but not more than fifty (50) days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If the turnover meeting is not called by the developer within the time specified, the meeting may be called and notice given by any unit owner or any first mortgagee of the unit.

3. Relinquishment of Control. At the turnover meeting, the developer shall relinquish control of the administration of the Association and the unit owners shall elect a Board of Directors in accordance with the Bylaws of the Association. At the turnover meeting the developer shall deliver to the association all items, articles and documents specified in ORS § 100.210.

4. Continuing Developer Responsibility. In order to facilitate an orderly transition, during the three-month period following the turnover meeting, the developer or an informed representative shall be available to meet with the Board of Directors on at least three mutually acceptable dates to review the documents delivered under Section 3 of this Article.

June 16, 1995



If the developer has complied with the provisions of these Bylaws, unless the developer otherwise has sufficient voting rights as a unit owner to control the Association, the developer shall not be responsible for the failure of the unit owners to comply with Section 3 of this Article and the developer shall be relieved of any further responsibility for the administration of the Association except as a unit owner of any unsold unit.

#### ARTICLE IV

##### MEETINGS OF ASSOCIATION

1. Place of Meetings. The Association shall hold meetings at such suitable place convenient to the unit owners as may be designated by the Board of Directors from time-to-time.

2. Annual Meetings. The annual meetings of the Association shall be held in the months of January or February at such hour and on such date as the Chairman may designate, or if the chairman should fail to designate such date by the first day of February, then on the last Tuesday in February. The annual meetings shall be for the purposes of electing directors and for the transaction of such other business as may properly come before the meeting.

3. Special Meetings. Special meetings of the Association may be called by the chairman or secretary or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from at least thirty percent (30%) of the unit owners stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

4. Notice of Meetings. Notice of all meetings of the Association stating the time and place and the purpose for which the meeting is being called shall be given by the chairman or secretary. Such notice shall be in writing and mailed to each unit owner at his/her address as it appears on the books of the Association not less than ten (10) days nor more than fifty (50) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived by any unit owner before or after meetings. When a meeting is adjourned for less than thirty (30) days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

5. Voting. Each unit owner shall be entitled to one vote in the affairs of the Association for each unit owned by him. The developer shall be entitled to vote as the unit owner of any then existing units retained by the developer, and the Board of

Directors shall be entitled to vote on behalf of any unit which has been acquired by or on behalf of the Association; provided, however, that the Board of Directors shall not be entitled to vote such units in any elections of directors.

6. Proxies. A vote may be cast in person or by proxy. A proxy given by a unit owner to any person who represents such owner at meetings of the Association shall be in writing, signed by such owner, and filed with the secretary. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon sale of the unit by its owner. A unit owner may pledge or assign his/her voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the unit owner is entitled hereunder and to exercise the unit owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the Board of Directors.

7. Fiduciaries and Joint Owners. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name; provided, that he shall satisfy the secretary that he is the executor, administrator, guardian or trustee, holding such unit in such capacity. Whenever any unit is owned by two or more persons jointly, according to the records of the Association, the vote of such unit may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of such unit shall be disregarded completely in determining the proportions of votes given with respect to such matter.

8. Quorum of Unit Owners. At any meeting of the Association, fifty percent (50%) of the unit owners, computed as provided in Article I, Section 7(b), present in person or by proxy, shall constitute a quorum. The subsequent joinder of a unit owner in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a unit owner or owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time-to-time until a quorum is present.

9. Majority Vote. The vote of more than fifty percent (50%) of the unit owners, computed as provided in Article I, Section 7(b), present in person or by proxy, at a meeting at which a quorum is constituted shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws.

10. Order of Business. The order of business at annual meetings of the Association shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees, if any;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and,
- (i) Adjournment.

#### ARTICLE V

##### BOARD OF DIRECTORS

1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors comprised of three (3) persons, as provided in Sections 2 and 3 of this Article. All directors, other than interim directors appointed by the developer, shall be owners or co-owners of units of the condominiums. For purposes of this section, the officers of any corporate owner and the partners of any partnership shall be considered co-owners of any units owned by such corporation or partnership.

2. Interim Directors. Upon the filing of the Declaration submitting the condominiums to the Oregon Condominium Act, the developer shall appoint an interim board of three (3) directors, who shall serve until replaced by the developer or their successors have been elected by the unit owners as hereinafter provided.

3. Election and Term of Office. At the turnover meeting after seventy-five (75%) of the units have been sold and conveyed to purchasers, the interim directors shall resign and three (3) successors shall be elected, two for two-year terms and one for a one-year term. Thereafter, at the expiration of the initial term of office of each director, his/her successor shall be elected to serve for a term of two years so that the term of no less than one-third of the directors shall expire annually. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality.

4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, or by a sole remaining director. Each person so elected to fill the unexpired term shall be confirmed at the next annual meeting of the Association or the next special meeting of the Association called for that purpose. Vacancies of interim directors, however, shall be filled by the developer.

5. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors, other than interim directors, may be removed with or without cause by a majority vote of the unit owners present in person or by proxy, and a successor shall be elected at that meeting to fill the vacancy thus created. The notice of any such meeting shall state that such removal is to be considered and any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

6. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the unit owners. The powers and duties to be exercised by the Board of Directors shall include, but shall not be limited to the following:

- (a) Operation, care, upkeep, maintenance and repair of the general and limited common elements.
- (b) Assignment of parking spaces to the unit owners.
- (c) Determination of the amounts required for the operation, maintenance and other affairs of the Association and the making of such expenditures.
- (d) Collection of the common expenses from the unit owners.

(e) Employment and dismissal of such personnel as secretary for the efficient maintenance, upkeep and repair of the common elements.

(f) Employment of legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association and for the preparation of any required tax returns.

(g) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(h) Purchasing units of the condominium project at foreclosure or other judicial sales in the name of the Association, or its designee, on behalf of all the unit owners as provided in these Bylaws.

(i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of directors), or otherwise dealing with units of the condominium acquired by the Association or its designee on behalf of all the unit owners.

(j) Obtaining insurance or bonds pursuant to the provisions of these Bylaws.

(k) Making additions and improvements to, or alterations of, the common elements; provided, however, that no such project may be undertaken by the board if the total cost will exceed the amount of five hundred dollars (\$500.00), unless the unit owners have enacted a resolution authorizing the project by a vote of seventy-five percent (75%) of the unit owners present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to repairs or maintenance undertaken pursuant to paragraph (a) above.

(l) Enforcement by legal means of the provisions of the Oregon Condominium Act, the Declaration filed thereunder, these Bylaws and any rules and regulations adopted hereunder.

(m) Filing with the Secretary of State an annual report and any amendment thereto in accordance with ORS Sections 100.250 and 100.260.

7. Managing Agent or Manager. On behalf of the Association, the Board of Directors may employ or contract for a managing agent or a manager at a compensation to be established by the Board of Directors. The Board of Directors may delegate to the managing agent or manager such duties and powers as the Board of Directors may authorize. In the absence of such appointment, the Board of Directors shall act as manager.

8. Organizational Meetings. Within fourteen (14) days following the annual meeting of the Association or following any meeting at which an election of directors has been held, the Board of Directors shall hold an organizational meeting at such place and time as shall have been fixed by the directors at the meeting at which the election was held.

9. Regular and Special Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time-to-time by a majority of the directors. Special meetings of the Board of Directors may be called by the chairman and must be called by the secretary at the written request of at least two directors. Notice of any special meeting shall be given to each director, personally or by mail, telephone or telegraph at least seven (7) days prior to the day named for such meeting and shall state the time, place and purpose of such meeting. Any unit owner may attend a Board meeting.

10. Waiver of Notice. Any director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall constitute a waiver by him/her of notice of the time and place thereof, except where a director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the directors. If less than a quorum should be present, a majority of those present may adjourn the meeting from time-to-time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

12. Compensation. No director shall receive any compensation from the Association for acting as such.

13. Liability and Indemnification of Directors, Officers, Manager or Managing Agent. The directors and officers shall not be liable to the Association of the unit owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each director and officer and the manager or managing agent, if any, against all contractual liability to

others arising out of contracts made by the Board of Directors, officers, manager or managing agent on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. Each director and officer and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or, in which they may become involved, by reasons of being or having been a director, officer, manager or managing agent, and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the director, officer, manager or managing agent is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in the performance of his duties.

14. Fidelity Bonds. The Board of Directors may require that any person or entity, including, but not limited to, employees of any professional manager, who handles or is responsible for Association funds shall furnish such fidelity bond as the Board deems adequate. The premiums on such bonds may be paid by the Association.

15. Insurance. The Board of Directors shall obtain the insurance required in Article VIII of these Bylaws. In addition, the Board of Directors, in its discretion, may obtain such other insurance as it deems necessary to protect the interests of the Association of unit owners. The Board of Directors shall conduct an annual insurance review which, if appropriate, shall include an appraisal of all improvements contained in the condominiums.

#### ARTICLE VI

##### OFFICERS

1. Designation. The principal officers of the Association shall be the chairman, the secretary and the treasurer, all of whom shall be elected by the Board of Directors. The position of secretary and treasurer may be held by one person. The directors may appoint such other officers as in their judgment may be necessary. The chairman shall be a member of the Board of Directors, but other officers need not be directors or unit owners.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. If any office shall become vacant, the Board of Directors shall elect a successor to fill the unexpired term at any regular meeting of the Board of Directors,

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or at any special meeting of the Board of Directors called for such purpose.

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

4. Chairman. The chairman shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors. He/she shall have all of the general powers and duties which are usually vested in the chief executive officer of an association, including, but not limited to, the power to appoint committees from among the unit owners from time-to-time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Secretary. The secretary shall keep the minutes of all proceedings of the Board of Directors and the minutes of all meetings of the Association. He/she shall attend to the giving and serving of all notices to the unit owners and directors and other notices required by law. He/she shall keep the records of the Association, except for those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the chairman. In addition, the secretary shall act as vice-chairman, taking the place of the chairman and performing his/her duties whenever the chairman is absent or unable to act, unless the directors have appointed another vice-chairman.

6. Treasurer. He/she shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of required financial statements. He/she shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time-to-time be designated by the Board of Directors, and he/she shall disburse funds of the Association upon properly authorized vouchers.

7. Execution of Instruments. All agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by general or special resolution of the Board of Directors and in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the chairman. All checks shall be signed by the treasurer, or in his absence or disability, by the chairman.

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8. Compensation of Officers. No officer who is a member of the Board of Directors, other than the secretary/treasurer, shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the unit owners. The Board of Directors may fix any compensation to be paid to the secretary/treasurer or any officers who are not also directors.

#### ARTICLE VII

##### BUDGET, EXPENSES AND ASSESSMENTS

1. Budget. The Board of Directors shall from time-to-time, and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous overassessment, and assess the common expenses to each unit owner in the same proportion as his percentage interest in the common elements, except that legal/accounting, garbage and common element maintenance will be charged equally to units. Original purchasers of units will be required to pay \$100.00 each as a reserve toward expenses. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by him/her, and furnish copies of each budget on which such common expenses are based to all unit owners and, if requested, to their mortgagees. In addition, original purchasers will be required to pay an additional \$100.00 into the reserve trust account established by Declarant pursuant to paragraph 4(b) of Article VII of these Bylaws.

2. Determination of Common Expenses. Common element expenses shall include:

- (a) Expenses of Administration.
- (b) Expenses of maintenance, repair or replacement of common elements.
- (c) Cost of insurance or bonds obtained in accordance with these Bylaws.
- (d) A general operating reserve.
- (e) Reserve for replacements and deferred maintenance.
- (f) Any deficit in common expenses for any prior period.
- (g) Utilities for the common areas and other utilities with a common meter or commonly billed, such as water, sewer and gas.

(h) Any other items properly chargeable as a common expense of the Association.

3. Assessment of Common Expenses. All unit owners shall be obliged to pay common expenses assessed to them by the Board of Directors on behalf of the Association pursuant to these Bylaws and the Declaration. Assessments may not be waived due to limited or nonuse of common elements. The developer shall be assessed as the unit owner of any unsold unit, but such assessment shall be prorated to the date of sale of the unit as assessments for reserves need not be paid until closing of such sale. The Board of Directors, on behalf of the Association, shall assess the common expenses against the unit owners from time-to-time, and at least annually, and shall take prompt action to collect from a unit owner any common expense due which remains unpaid by him for more than thirty (30) days from the due date for its payment.

4. Special Assessments.

(a) Capital Improvements. In the case of any duly authorized capital improvement to the common elements, the Board of Directors may, by resolution, establish separate assessments for the same, which may be treated as capital contributions by the unit owners and the proceeds of which shall be used only for the specific capital improvements described in the resolution.

(b) Reserve Trust Funds. In establishing reserves for the replacement of the common elements, the Declarant has established at least one trust fund and the Board of Directors may elect by resolution to establish one or more trust funds for the replacement of specific items which normally will require replacement in more than three years and in not less than thirty years, in which case the Board shall either designate part of the regular assessment or establish separate assessments for such purposes. The proceeds therefrom shall be held in such trust funds and used only for the designated replacements. Pursuant to ORS 100.175(7), future assessments for the reserve account may be reduced, eliminated or increased by an affirmative vote of not less than seventy five (75%) of all voting rights, following the second year after the unit owners have assumed administrative responsibility for the association under ORS 100.210.

5. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Association the assessed common expenses, such unit owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on such common expenses from the due date thereof, together with all expenses, including attorney's fees incurred by the Association in any proceeding brought to collect such unpaid expenses or any appeal therefrom. The Board of Directors shall have the right

and duty to recover for the Association such common expenses, together with interest thereon, and expenses of the proceeding, including attorneys' fees, by an action brought against such unit owner or by foreclosure of the lien upon the unit granted by the Oregon Condominium Act. The Board of Directors shall notify the holder of any first mortgage upon a unit of any default not cured within sixty (60) days of the date of default.

6. Foreclosure of Liens for Unpaid Common Expenses. In any suit brought by the Association to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of the unit during the pendency of the suit and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of the Association, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the unit. An action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing the liens securing the same.

7. First Mortgages. Where the purchaser or mortgagee of a unit obtains title to the unit as a result of foreclosure of a first mortgage or by deed in lieu of foreclosure, such purchaser or mortgagee, his/her successors and assigns, shall not be liable for any of the common expenses chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser or mortgagee. Such unpaid share of common expenses, to the extent uncollectible from the foreclosed owner(s), shall be a common expense and reallocated on a pro rata basis to all units, including the mortgaged unit.

#### ARTICLE VIII

##### RECORDS AND AUDITS

1. General Records. The Board of Directors and the managing agent or manager, if any, shall keep detailed records of the actions of the Board of Directors and the managing agent or manager, minutes of the meetings of the Board of Directors and minutes of the meetings of the Association. The Board of Directors shall maintain a list of owners entitled to vote at meetings of the Association and a list of all mortgagees of units.

2. Records of Receipts and Expenditures. The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, itemizing the maintenance and repair expenses of the common elements and any other expenses incurred.

Such records and the vouchers authorizing the payments shall be available for examination by the unit owners and mortgagees at convenient hours of weekdays.

3. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

4. Payment of Vouchers. The secretary/treasurer shall pay all vouchers up to five hundred dollars (\$500) signed by the chairman, managing agent, manager or other person authorized by the Board of Directors. Any voucher in excess of five hundred dollars (\$500) shall require the signature of the chairman.

5. Reports and Audits. A brief annual statement of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same within thirty (30) days after the end of each fiscal year in compliance with ORS § 100.480. From time-to-time the Board of Directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the owners and such mortgagees. At any time any owner or mortgagee may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

6. Notice of Sale, Mortgage, Rental or Lease. Immediately upon the sale, mortgage, rental or lease of any unit, the unit owner shall promptly inform the secretary or manager of the name and address of said vendee, mortgagee, lessee or tenant.

#### ARTICLE IX

##### MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

1. Maintenance and Repair. Except as otherwise provided herein for damage or destruction caused by casualty:

(a) Units. All maintenance of said repairs to any unit shall be made by the owner of such unit, who shall keep the same in good order, condition and repair and shall do all redecorating, painting and staining which at any time may be necessary to maintain the good appearance and condition of the unit. In addition, each unit owner shall be responsible for the maintenance, repair, or replacement of windows and doors and any plumbing, heating or air conditioning fixtures, telephones, water

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heaters, fans, lighting or other appliances and accessories that may be in or connected with the unit.

(b) Common Elements. All maintenance, repairs and replacements to the general and limited common elements shall be made by the Association and shall be charged to the unit owners as provided in the Declaration. Each unit owner, however, shall keep the limited common elements which pertain to his/her unit in a neat, clean and sanitary condition.

2. Additions, Alterations or Improvements. A unit owner shall not, without first obtaining written consent of the Board of Directors, make, or permit to be made, any structural alteration, improvement, or addition in or to his/her unit, or in or to the exterior of the buildings or any other general or limited common elements. A unit owner shall make no repair or alteration or perform any other work on his/her unit which would jeopardize the soundness or safety of the property, or reduce the value thereof or impair any easement or hereditament unless the written consent of all unit owners affected is obtained. A unit owner shall not paint or decorate any portion of the exterior of the buildings or other general or limited common elements without first obtaining written consent of the Board of Directors.

3. Damage or Destruction by Casualty of Condominium Property.

(a) In the event of damage or destruction by casualty of condominium property, the damage or destruction shall be repaired, reconstructed or rebuilt unless, within fourteen (14) days of such damage or destruction, the Board of Directors or more than ten percent (10%) of the unit owners shall have requested a special meeting of the Association. Such special meeting must be held within sixty (60) days of the date of damage or destruction. At the time of such meeting, unless ninety percent (90%) of the unit owners, whether in person, by writing or by proxy, vote not to repair, reconstruct or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed or rebuilt. In the case of substantial damage or destruction, timely written notice thereof shall be given to the unit owners and their mortgagees.

(b) The Association shall be responsible for repairing, reconstructing or rebuilding all such damage or destruction to the common elements and, to the extent of the Association's insurance coverage, all such damage or destruction to the units. Each unit owner shall be responsible for such repairing, reconstructing or rebuilding of his/her unit as is not covered by the Association's insurance.

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(c) If, due to the act of neglect of a unit owner or of a member of his family or his household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a common expense, such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, to the extent not covered by the Association's insurance.

(d) In the event the insurance proceeds paid to the Association are not used to repair, reconstruct or rebuild the damaged or destroyed property, the Association shall distribute the proceeds among the unit owners and their mortgagees (as their interests may appear) in the same proportion as their respective interest in the general common elements.

4. Condemnation. In the event of a taking in condemnation by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Association. If such proceedings are instituted or such acquisition is sought by a condemning authority as to any portion of the property, prompt notice thereof shall be given to the unit owners and their mortgagees. If seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair or restoration of such common elements, the Board of Directors shall arrange for the same, which shall be paid out of the proceeds of the award. In the event seventy-five percent (75%) 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 and their mortgagees (as their interests may appear) in the same proportions as the respective undivided interests of the unit owners in the general common elements.

5. Restrictions and Requirements Respecting Use of Condominium Property. The following restrictions and requirements are in addition to all other restrictions and requirements contained in the Declaration and these Bylaws:

(a) Residential Use. No commercial activities of any kind shall be carried on in any unit or in any other portion of the condominium without the consent of the Board or the Association or the managing agent, except activities relating to the rental or sale of units. This provision, however, shall not be construed so as to prevent or prohibit a unit owner from maintaining his/her professional or personal library, keeping his/her personal business or professional records or accounts, handling his/her personal business or professional telephone calls, or conferring with

business or professional associates, clients or customers, in his/her unit.

(b) Use of Common Elements. The common elements shall be used for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of the units. The use, operation and maintenance of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner.

(c) Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on in any unit nor shall anything be done or placed upon any unit which interferes with or jeopardizes the enjoyment of other units or the common elements or which is a source of annoyance to residents. Unit occupants shall exercise extreme care not to make noises which may disturb other unit occupants, including the use of musical instruments, radios, televisions and amplifiers. No unlawful use shall be made of the condominium nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(d) Animals. No animals or fowls shall be raised, kept or permitted within the condominiums or any part thereof, except domestic dogs, cats or other household pets kept within a unit. No such dogs, cats or pets shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes or in unreasonable numbers. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof. All dogs shall be kept on a leash while outside a unit. A unit owner may be required to remove a pet after receipt of two notices in writing from the Board of Directors of violations of any rules, regulations or restrictions governing pets within the condominium.

(e) Exterior Lighting or Noisemaking Devices. Except with the consent of the Board of Directors of the Association or the managing agent, no exterior lighting or noisemaking devices shall be installed or maintained on any unit and no antenna nor transmitting towers shall be affixed to the general or limited common elements.

(f) Windows, Balconies and Outside Walls. In order to preserve the attractive appearance of the condominiums, the Board of Directors of the Association

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or the managing agent may regulate the nature of items which may be placed in or on windows, balconies, decks, porches, entryways, any carports and the outside walls so as to be visible from other units, the common elements, or outside the condominiums. Garments, rugs, laundry and other similar items may not be hung from windows or facades.

(g) Trailers, Campers and Boats. Except with the consent of the Board of Directors of the Association or the managing agent, no trailer, truck, camper, boat or boat trailer, or other recreational vehicle shall be parked on any portion of the condominium property.

(h) Leasing and Rental of Units. Except with the consent of the Board of Directors of the Association or the managing agent, no unit owner may lease or rent less than his entire unit, and no such owner may rent his/her unit for transient or motel purposes. All such leases or rentals shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and these Bylaws and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. Other than the foregoing, there is no restriction on the right of any unit owner to lease or rent his unit.

(i) Signs. Unless written approval is first obtained from the Board of Directors, no sign of any kind shall be displayed to the public view on or from any such unit or the common elements except signs used by the developer to advertise units for sale or lease.

(j) Trash. No part of any unit or any part of the common elements shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No garbage, trash or other waste shall be kept or maintained on any part of the property except in sanitary containers in the designated areas.

(k) Association Rules and Regulations. In addition, the Board of Directors from time-to-time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium property. However, the Board of Directors cannot adopt any rule or regulation banning the keeping of pets or residency by children. Any modification of



the rules or regulations by the Board may itself be modified by vote of not less than seventy-five percent (75%) of the unit owners present, in person or by proxy at any meeting, the notice of which shall have stated that such modification or revocation of rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the secretary/treasurer promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery.

(1) Insurance. Nothing shall be done or kept in any such unit or in the common elements which will increase the cost of insurance of the common elements. No owner shall permit anything to be done or kept in his/her unit or in the common elements which will result in cancellation of insurance on any unit or any part of the common elements.

6. Right of Entry. A unit owner shall grant the right of entry to the Board of Directors, managing agent, manager or any other person authorized by the Board of Directors in the case of any emergency originating in or threatening his unit or other condominium property, whether or not the owner is present at the time. A unit owner shall also permit such persons to enter his/her unit for the purpose of performing installation, alterations or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in Section 5 of this Article, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. The owner of any unit adjoining an outside fire escape shall permit access through his/her unit to the fire escape in the case of any emergency. Any damage caused to the unit in order to obtain such emergency access, to the extent not covered by insurance, shall be the responsibility of the person seeking access.

7. Easements and Developer. The developer and its agents, successors and assigns shall have an easement over and upon the common elements for the purpose of constructing additional phases, making repairs to existing structures and carrying out sales and rental activities necessary or convenient for the sale or rental of units owned by the developer as model units and the right to use a unit as a sales office.

8. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted hereunder or the breach of any Bylaw contained herein or of any provision of the Declaration shall give the Board of Directors, acting on behalf of the

Association, the right, in addition to any other rights set forth in these Bylaws:

(a) to enter the unit in which, or as to which, such violation exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist there contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass; or,

(b) to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

#### ARTICLE X

##### INSURANCE

1. Insurance. For the benefit of the Association and the unit owners, the Board of Directors shall obtain and maintain at all times and shall pay for out of the common expense funds the following insurance:

(a) A policy or policies of insurance covering loss or damage from fire with extended coverage endorsement and such other coverages such as flooding, which the Association may deem desirable, for not less than the full insurable replacement value of the units and common elements. Such policy or policies shall name the developer, the Association and the unit owners as insureds, as their interest may appear, and shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit, if any. In no event shall the policy or policies have a deductible clause in excess of one thousand dollars (\$1,000) per unit.

(b) A policy or policies insuring the developer, the Association, the Board of Directors, the unit owners and the managing agent, against liability to the public or to the owners of units and of common elements, and their invitees or tenants, incident to the ownership or use of the property. There

may be excluded from such policy or policies coverage of a unit owner (other than as a member of the Association or Board of directors) for liability arising out of acts or omissions of such unit owner and liability incident to the ownership and/or use of the part of the property as to which such unit owner has the exclusive use of occupancy. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single limit basis. Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced respect to his, her or their action against another named insured; and,

(c) Workman's Compensation insurance to the extent necessary to comply with any applicable laws.

Each unit owner shall be responsible for obtaining, at his/her own expense, insurance covering his/her property not insured under paragraph (a) above and covering his/her liability not covered under paragraph (b) above, unless the Association agrees otherwise.

2. Policies. Insurance obtained by the Association shall be governed by the following provisions:

(a) All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon and holding a policyholder's rating of "A" or better, and a financial size rating of at least class 10 or better by the Best's Insurance Reports current at the time the insurance is written or prior to the initial meeting of the Association, with a company acceptable to the developer.

(b) All losses under policies hereafter in force regarding the property shall be settled exclusively with the Board of Directors or its authorized representative. Proceeds of the policies shall be paid to the Association as trustee for the unit owners, or upon demand of any mortgagee, to an insurance

trustee acceptable to the Association and mortgagees of units.

(c) Each unit owner shall be required to notify the board of directors of all improvements made by the owner to his/her unit, the value of which is in excess of five hundred dollars (\$500.00). Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the Board of Directors pursuant to Article VII, Section 2.

(d) Any unit owner who obtains individual insurance policies covering any portion of the property other than his personal property and fixtures shall file a copy of such individual policy or policies with the Association within thirty (30) days after the purchase of such insurance.

3. Provisions. The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

(a) A waiver of subrogation by the insurer as to any claim against the Board of Directors, the managing agent, the unit owners and their respective servants, agents and guests.

(b) A provision that the master policy on the condominium cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual owners.

(c) A provision that the master policy on the condominium cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors or the managing agent without prior demand in writing that the Board of Directors or managing agent cure the defect.

(d) A provision that any "no other insurance" clause in the master policy exclude individual owners' policies from consideration, and a waiver of the usual proration with respect to such policies.

(e) A provision that the insurer issue subpolicies specifying the portion of the master policy earmarked for each owner's interest and that until the insurer-furnished written notice and a grace period to the mortgagee insured under the loss-payable clause thereof, the mortgagee's coverage is neither jeopardized by the conduct of the unit mortgager-owner, the Association, or other unit owners not canceled for nonpayment of premiums.

(f) A rider on the master policy patterned after "Use and Occupancy" insurance which will provide relief from monthly assessments while a unit is uninhabitable by the payment of the condominium expenses thereof and any other fixed costs, including, but without being limited to, taxes, rent, insurance, and mortgage payments. The proceeds from any casualty policy, whether held by the Association or a unit owner, payable with respect to any loss or damage to the common elements, shall be held in trust for the benefit of all insureds as their interest may appear.

(g) A waiver of the insurer's right to determine whether the damage should be repaired. If reasonably available, the policy or policies should contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild.

#### ARTICLE XI

##### AMENDMENTS TO BYLAWS

1. Now Proposed. Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by thirty percent (30%) of the unit owners. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

2. Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the unit owners and may be approved by the unit owners at a meeting called for this purpose or at a regular annual meeting. Unit owners not

present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by a majority of the unit owners except for amendments relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy units and limitations on the rental or leasing of units which must be approved by seventy-five percent (75%) of the unit owners. If required under the Oregon Condominium Act, any amended Bylaws or amendment to a Bylaw shall be approved by the Real Estate Commissioner before it is recorded. Neither Article V, Section 8, nor any other provision of these Bylaws which is for the benefit of mortgagees may be amended without the written consent of all mortgagees.

3. Execution and Recording. An amendment shall not be effective until certified by the chairman and secretary of the Association, approved by the Real Estate Commissioner and recorded as required by law.

## ARTICLE XII

### MISCELLANEOUS

1. Notices. All notices to the Association or to the Board of Directors shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time-to-time. All notices to any unit owner shall be sent to such address as may have been designated by him from time-to-time, in writing, to the Board of Directors or if no address has been designated, then to the owner's unit.

2. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

3. Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context required. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

4. Action Without a Meeting. Any action which the Oregon Condominium Act, the Declaration or the Bylaws require or permit

the owners or directors to take at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the owners or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the owners or directors, shall be filed in the records of minutes of the Association.

5. Conflicts. These Bylaws are intended to comply with the Oregon Condominium Act and the Declaration. In case of any irreconcilable conflict, such stature and document shall control over these Bylaws or any rules and regulations adopted hereunder.

DATED, at Portland, Oregon, this 26 day of February, 1995.

Adopted by  
Port West Properties, Inc.

BY: Gregory P. Dolinajec  
Gregory P. Dolinajec  
President

bvbylaws

STATE OF OREGON }  
Multnomah County } ss.  
I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County  
95 JUN 16 AM 8:22  
RECORDING SECTION  
MULTNOMAH CO. OREGON  
Vol Page 95 70233  
withness my hand and seal of office affixed.  
Recorder of Conveyances  
C Swick  
Deputy

2053

BROADWAY VIEW CONDOMINIUMS  
BYLAWS FEBRUARY 24, 1995

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41

June 16, 1995

AMENDMENT TO  
DECLARATION SUBMITTING  
BROADWAY VIEW CONDOMINIUMS  
TO CONDOMINIUM OWNERSHIP

This Amendment to the above-referenced Declaration is made pursuant to the provisions of the Oregon Condominium Act by the Association of Unit Owners of the Broadway View Condominiums, the successor in interest to Port West Properties, Inc., the Declarant under said Declaration.

Pursuant to Section 13 of the Declaration, the attached Exhibit B hereby corrects and replaces Exhibit B attached to the Declaration, approved by the Oregon Real Estate Agency on June 12, 1995, and thereafter recorded on June 16, 1995, recording number 95-70227, along with the site plans.

IN WITNESS WHEREOF, the Association of Unit Owners of the Broadway View Condominiums has caused this Amendment to be executed on the 14 day of August, 1995, and do certify that it has been adopted in accordance with the Declaration and the provisions of ORS. 100.135.

THE ASSOCIATION OF UNIT OWNERS OF  
BROADWAY VIEW CONDOMINIUMS

By: Gregory P. Dolinajec  
Port West Properties, Inc.  
Gregory P. Dolinajec, President  
Its: Chairperson and Secretary

AMENDMENT TO DECLARATION SUBMITTING  
BROADWAY VIEW CONDOMINIUMS  
TO CONDOMINIUM OWNERSHIP AMDMTRVD.EC2

This instrument filed for record by  
Fidelity National Title Company as an  
accommodation of its client has not been  
examined as to its execution or as to  
its effect upon the title.

REC'D NATIONAL TITLE

ACCOM 8/02/130

Retros

1 of 3

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AUG 18 1995



**Exhibit "B"**  
**Broadway View Condominiums**  
**Declaration**

<u>Unit</u>	<u>General Description/ BD/BA</u>	<u>Ownership Percentage</u>	<u>Approximate Square Footage</u>
11	2/1.5	2.612	888
12	2/1.5	2.533	861
13	2/1.5	2.533	861
14	2/1.5	2.533	861
15	2/1.5	2.533	861
16	2/1.5	2.612	888
21	2/1.5	2.633	895
22	2/1.5	2.533	861
23	2/1.5	2.533	861
24	2/1.5	2.633	895
31	2/1.5	2.618	890
32	2/1.5	2.572	874
33	2/1.5	2.636	896
34	2/1.5	2.636	896
41	1/1	1.412	480
42	2/1.5	2.942	1000
43	2/1.5	2.730	928
44	2/1.5	2.730	928
45	2/1.5	2.730	928
46	2/1.5	2.730	928
47	3/1.5	2.962	1007
48	1/1	1.683	572
51	3/1.5	3.074	1045
52	2/1.5	2.730	928
53	2/1.5	2.730	928
54	3/1.5	3.065	1042
61	3/1.5	3.100	1054
62	2/1.5	2.762	939
63	2/1.5	2.762	939
64	3/1.5	3.100	1054
71	2/1.5	2.559	870
72	2/1.5	2.559	870
73	2/1.5	2.550	867
74	2/1.5	2.550	867
75	2/1.5	2.533	861
76	2/1.5	2.574	875
77	1/1	1.726	587
78	1/1	1.798	611
79	1/1	1.759	598
<b>TOTAL</b>		<b>100.00</b>	<b>33,994</b>

2

AUG 18 1995

The foregoing Amendment to the Declaration is approved pursuant to ORS 100.110 this 16th day of August, 1995.

SCOTT W. TAYLOR  
Real Estate Commissioner

By *Steven F. Mayhew*

STATE OF OREGON }  
Multnomah County } 15

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

95 AUG 18 AM 9:45

RECORDING SECTION  
MULTNOMAH CO. OREGON

Vol / Page 95 98924

witness my hand and seal of office aforesaid  
Recorder of Conveyances

*C Swick*

Deputy

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AUG 18 1995