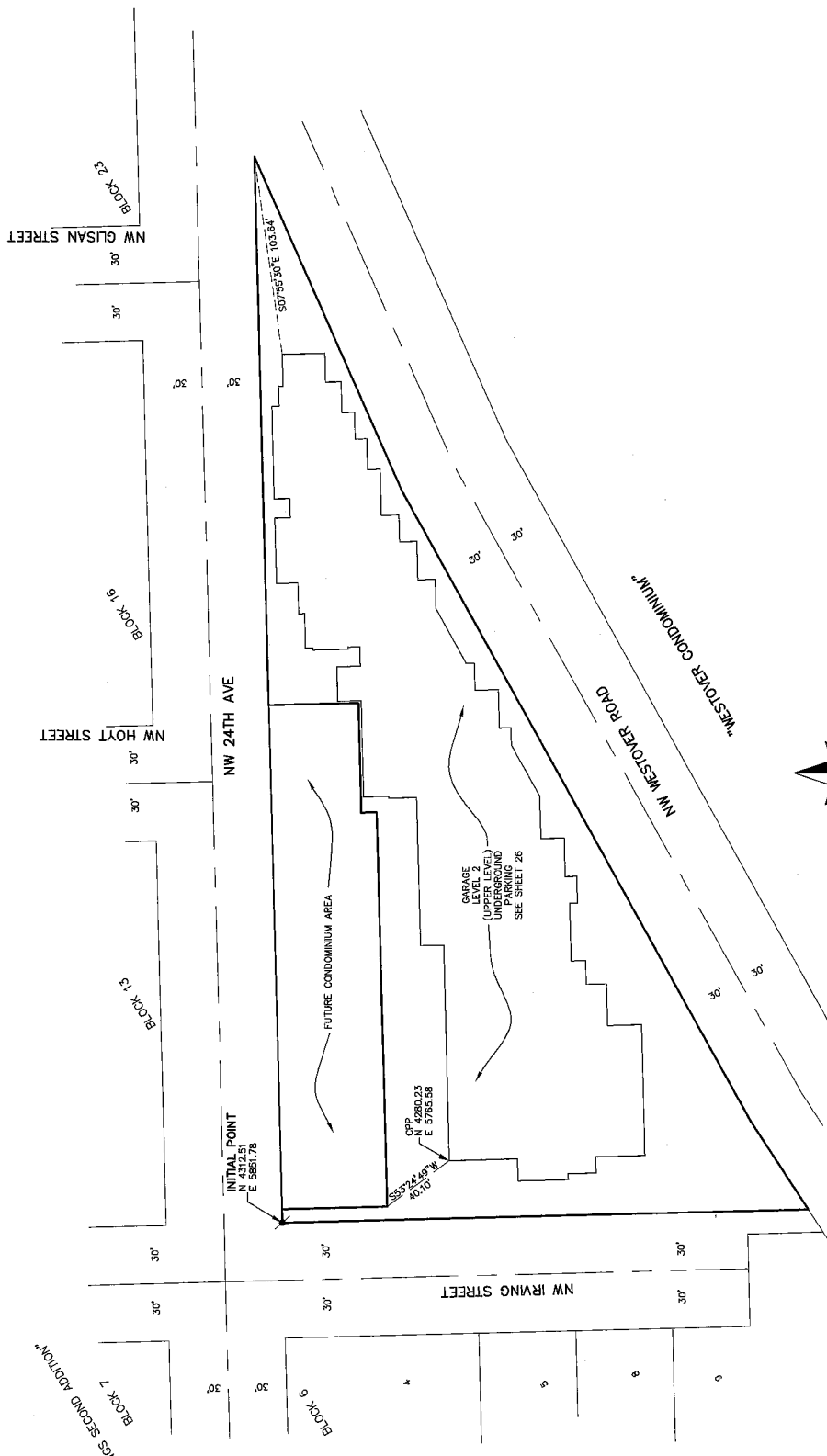


CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE: OCTOBER 5, 2007 SCALE: 1" = 40'



I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 JAMES J. HULL
 DALE L. HULL
 2427

RENEWS 07/01/09
 I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 21645A INK ON HWAN WAF POLYESTER FILM

CLIENT: MK DEVELOPMENT
 Surveyors & Planners, Inc.
 Surveying, Planning and Civil Engineering
 P.O. Box 10000, Portland, Oregon 97206
 Phone: (503) 668-3151 Fax: (503) 668-4730
 Subject to General Conditions 2006
 FILE: 05-182-CONDO-PLAT-S2.DWG

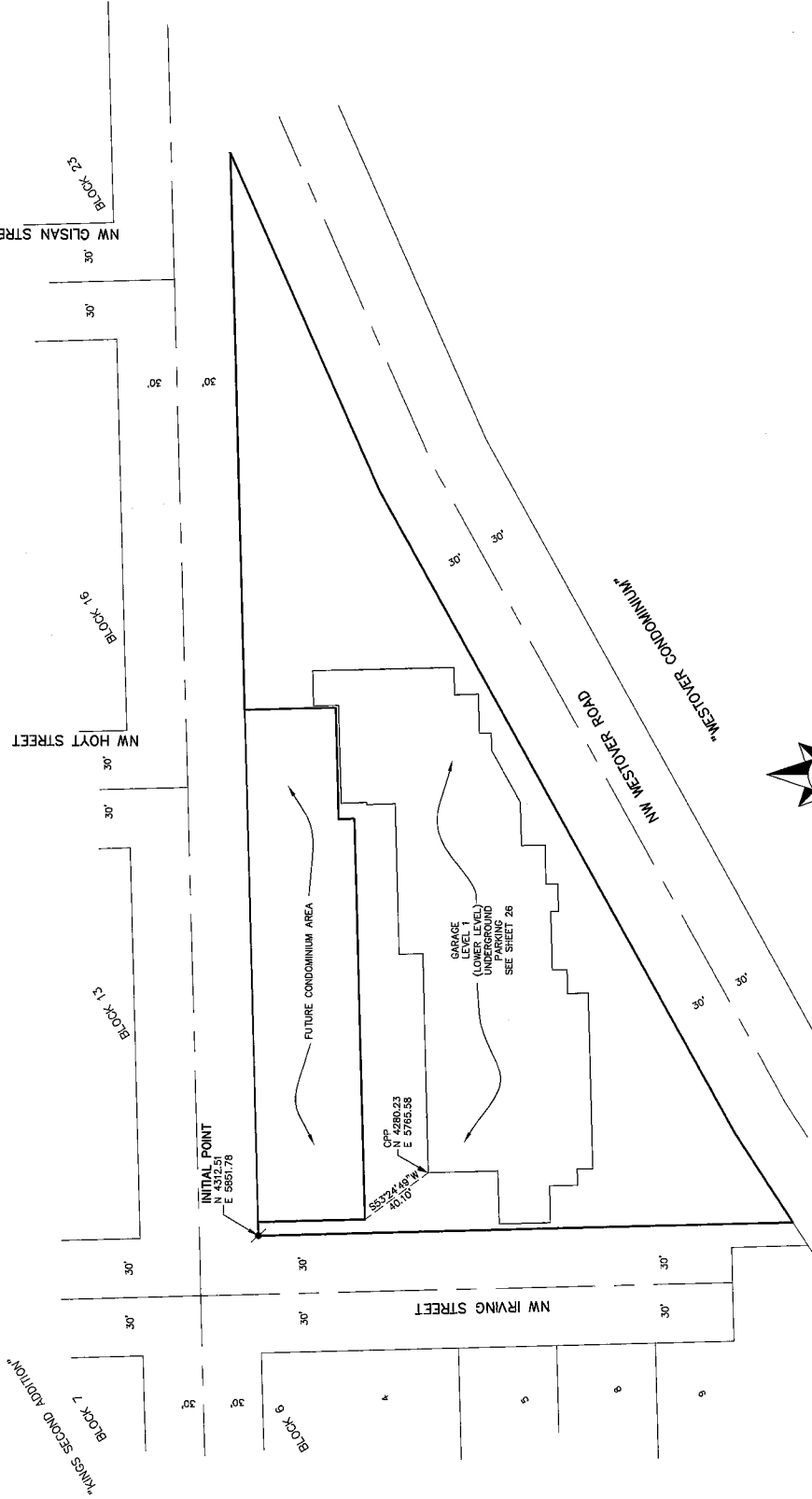
LEGEND:

- CPP DENOTES COMMON POINT FOR GARAGE LEVELS 1 AND 2
- N NORTHING
- E EASTING
- FOUND 5/8" IR WITH YELLOW PLASTIC CAP MARKED "AC&P 505-688-3151", PER SN 60132, REID

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE: OCTOBER 5, 2007 SCALE: 1" = 40'



I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL PLANNING SURVEYOR
 OREGON
 JANUARY 21, 1980
 DALE L. HULT
 2427

RENEWS 07/01/09
 I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51645A INK ON HWAN WAF POLYESTER FILM

CLIENT: MK DEVELOPMENT
 All County
Surveyors & Planners, Inc.
 Surveying, Planning and Civil Engineering
 10. Phone: (503) 686-3151
 Fax: (503) 688-4730
 Subject to General Conditions 2006.5
 FILE: 05-182-CONDO-PLAT-SS.DWG

LEGEND:
 CPP DENOTES COMMON POINT FOR GARAGE LEVELS 1 AND 2
 N NORTHING
 E EASTING
 FOUND 5/8" IR WITH YELLOW PLASTIC CAP MARKED "ACSA&P 503-688-3151", PER SN 60132, HELD

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

NOTES:
1. ALL UNIT WALLS AND LCE UNITS ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON.
NORTH-SOUTH BEARINGS ARE S0727'41"E, EAST-WEST BEARINGS ARE N8832'19"E.

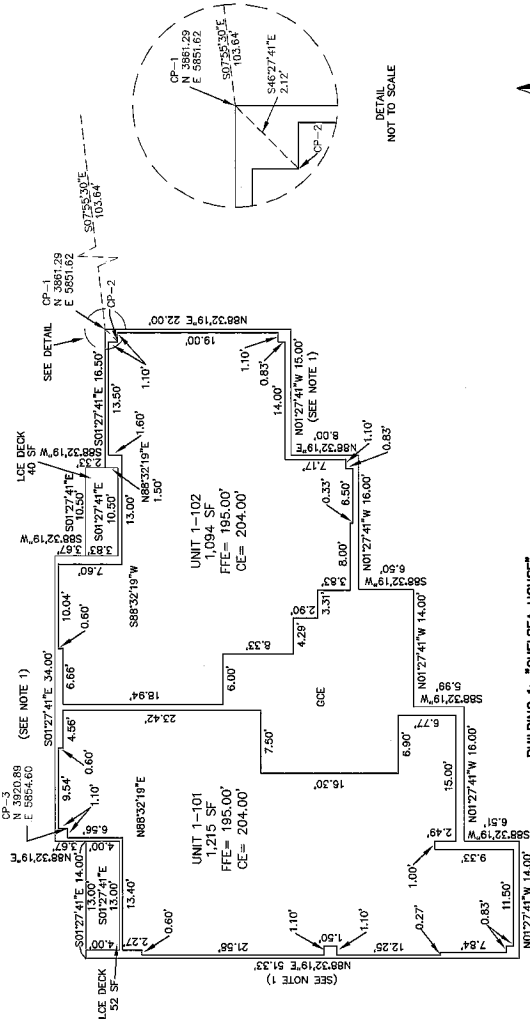
2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 1000000.00 AT THE INTERSECTION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION = 194.488'.

3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(O) OF DECLARATION.

- LEGEND:**
- FFE DENOTES FINISHED FLOOR ELEVATION
 - CE DENOTES CEILING ELEVATION
 - SF DENOTES SQUARE FEET
 - LCE DENOTES LIMITED COMMON ELEMENT
 - GCE DENOTES GENERAL COMMON ELEMENT
 - LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJACENT)
 - CP-1 DENOTES COMMON POINT
 - CP-2 DENOTES COMMON POINT
 - CP-3 DENOTES COMMON POINT

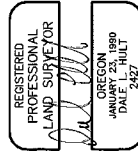
BUILDING 1 AREAS:

UNIT NUMBER	UNIT SF	LCE DECK SF
1-101	1,215	52
1-102	1,094	42
1-201	1,233	52
1-202	1,098	42
1-300	1,853	217



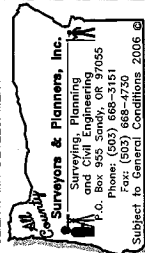
BUILDING 1: "CHELSEA HOUSE"
FIRST FLOOR PLAN

I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT



I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51645A INK ON HWAN WNF POLYESTER FILM

CLIENT: MK DEVELOPMENT



FILE:05-182-CONDO-PLAT-FLOOR-PLANS.DWG

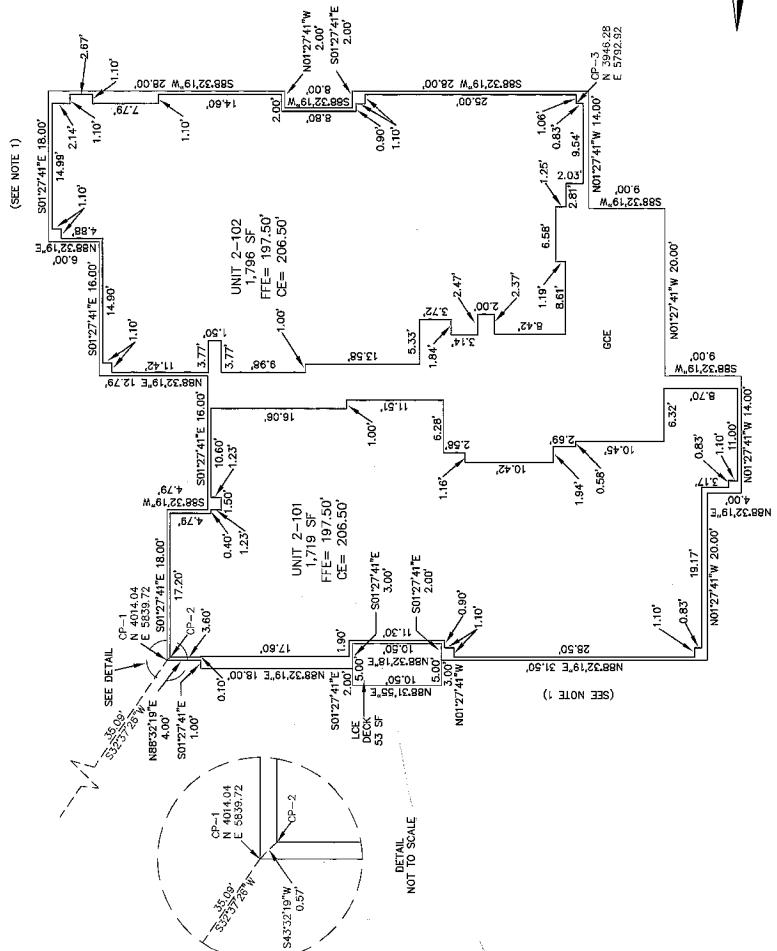
CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

- NOTES:**
1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON. NORTH-SOUTH BEARINGS ARE S01°27'41"E, EAST-WEST BEARINGS ARE N88°32'19"E.
 2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 4503974. ELEVATION OF INTERSECTION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD, ELEVATION= 194.486'.
 3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(10) OF DECLARATION.

- LEGEND:**
- FEE DENOTES FINISHED FLOOR ELEVATION
 - CE DENOTES CEILING ELEVATION
 - SF DENOTES SQUARE FEET
 - LCE DENOTES LIMITED COMMON ELEMENT
 - GCE DENOTES GENERAL COMMON ELEMENT
 - LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJACENT)
 - CP-1 DENOTES COMMON POINT
 - CP-2 DENOTES COMMON POINT
 - CP-3 DENOTES COMMON POINT
 - N/A DENOTES NOT APPLICABLE



BUILDING 2 AREAS

UNIT NUMBER	UNIT SF	LCE DECK SF
2-101	1719	53
2-102	1796	N/A
2-202	1774	131
2-301	1791	176
2-302	1774	131
2-400	3443	501



I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JAMES L. HULL
DALE L. HULL
2427

RENEWALS 07/01/09
I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51645A INK ON HWAN WNF POLYESTER FILM

CLIENT: MK DEVELOPMENT
Surveyors & Planners, Inc.
Surveying, Planning and Civil Engineering
10.0. Phone: (503) 688-3151
Fax: (503) 688-4730
Subject to General Conditions 2006.0

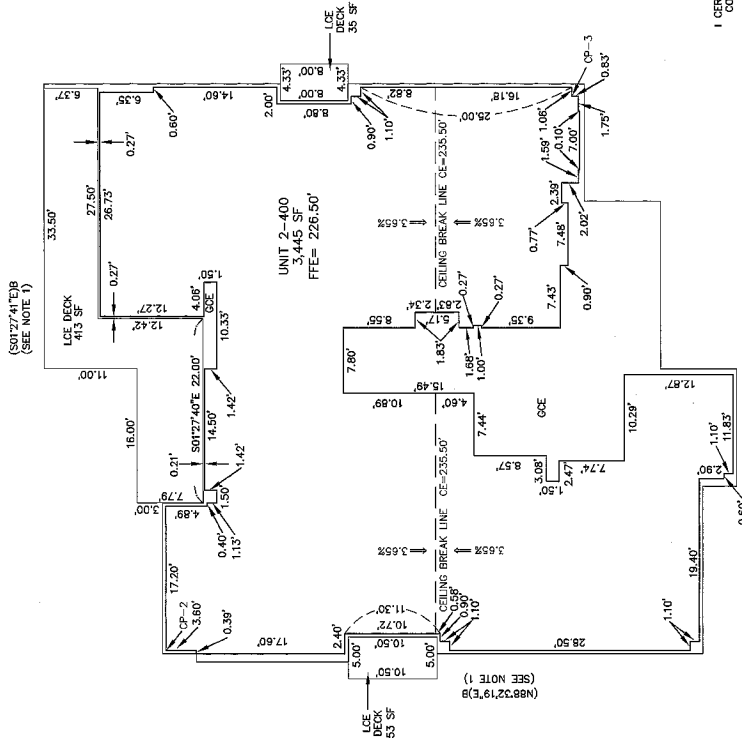
CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

NOTES:
1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON.
NORTH-SOUTH BEARINGS ARE S0727'41"E, EAST-WEST BEARINGS ARE N8323'19"E.
2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 1000. THE ELEVATION OF NW 24TH AVENUE AND NW FLANDERS AVENUE NEAR NW WESTOVER ROAD, ELEVATION= 194.198'.
3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(C) OF DECLARATION.

- LEGEND:**
- FFE DENOTES FINISHED FLOOR ELEVATION
 - CE DENOTES CEILING ELEVATION
 - SF DENOTES SQUARE FEET
 - LCE DENOTES LIMITED COMMON ELEMENT
 - GCE DENOTES GENERAL COMMON ELEMENT
 - LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
 - (JB) DENOTES OUTER WALL BEARINGS WHICH ALL BUILDING WALLS ARE EITHER PERPENDICULAR OR PARALLEL TO
 - CP-1 DENOTES COMMON POINT
 - CP-2 DENOTES COMMON POINT
 - CP-3 DENOTES COMMON POINT
 - ⇒ DENOTES DIRECTION OF DOWNWARD SLOPE OF CEILING (SLOPE SHOWN IN %)



**BUILDING 2: "WINCHESTER HOUSE"
FOURTH FLOOR PLAN**

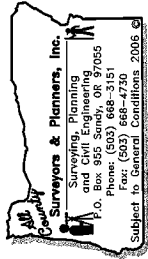


I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAN

REGISTERED PROFESSIONAL LAND SURVEYORS
DALE L. HULT
2827

RENEWALS 07/01/09
I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 31645A INK ON HWAN WAF POLYESTER FILM

CLIENT: MK DEVELOPMENT



FILE:05-182-CONDO-PLAT-FLOOR-PLANS.DWG

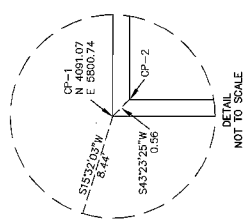
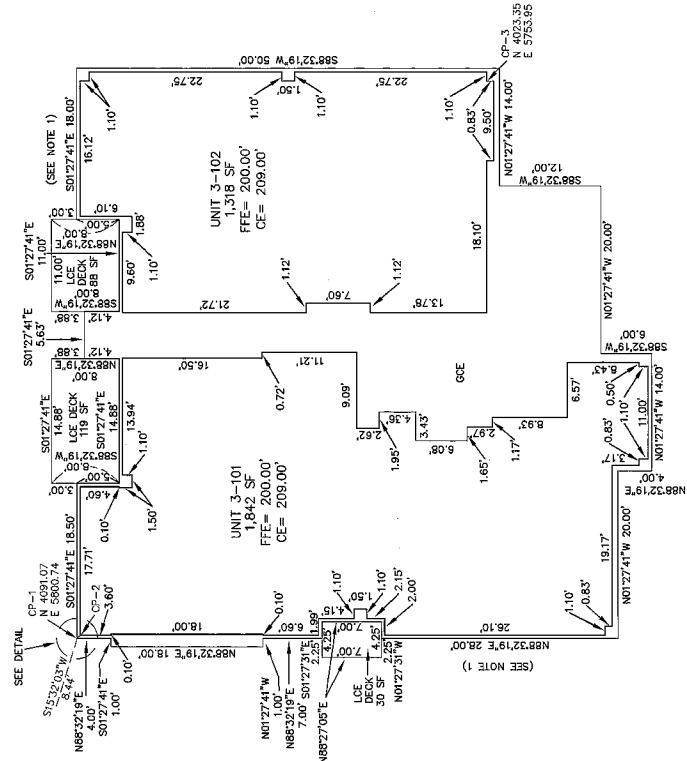
CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

NOTES:
1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON.
NORTH-SOUTH BEARINGS ARE S0127'41"E, EAST-WEST BEARINGS ARE N88'32'19"E.
2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 1199.00 AT THE INTERSECTION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION = 194.498'.
3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(A) OF DECLARATION.

LEGEND:
FFE DENOTES FINISHED FLOOR ELEVATION
CE DENOTES CEILING ELEVATION
SF DENOTES SQUARE FEET
LCE DENOTES LIMITED COMMON ELEMENT
GCE DENOTES GENERAL COMMON ELEMENT
LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
CP-1 DENOTES COMMON POINT
CP-2 DENOTES COMMON POINT
CP-3 DENOTES COMMON POINT



BUILDING 3 AREAS

UNIT NUMBER	UNIT SF	LCE DECK SF
3-101	1842	149
3-102	1318	88
3-201	1817	149
3-202	1403	95
3-501	3605	237
3-401	1819	149
3-402	1410	88
3-502	3605	237



BUILDING 3: "KENSINGTON HOUSE"
FIRST FLOOR PLAN

I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
Dale L. Hault
OREGON
JANUARY 21, 1980
DALE L. HALT
2427

RENEWS 07/01/09
I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51646A INK ON HMWV YMF POLYESTER FILM

CLIENT: MK DEVELOPMENT
Surveyors & Planners, Inc.
Surveying, Planning and Civil Engineering
10. Phone: (503) 668-3151
Fax: (503) 668-4730
Subject to General Conditions 2006.0
FILE:05-182-CONDO-PLAT-FLOOR-PLANS.DWG

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

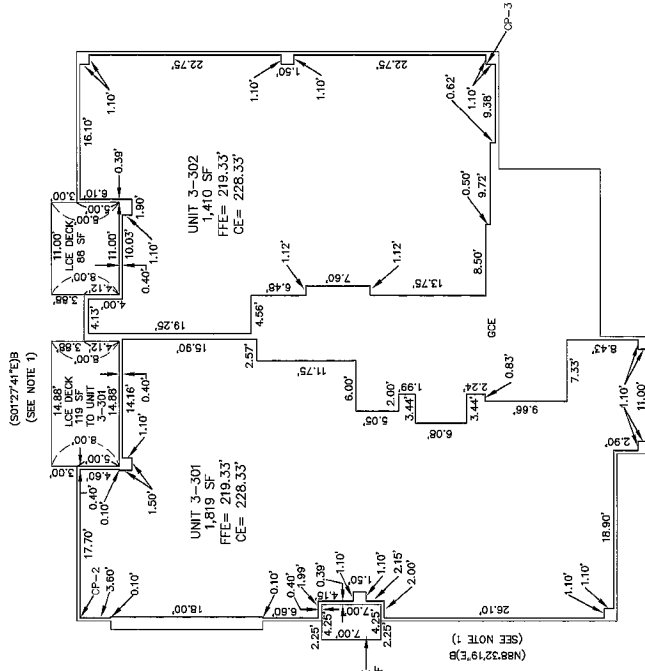
NOTES:
1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON.
NORTH-SOUTH BEARINGS ARE S0727'41"E, EAST-WEST BEARINGS ARE N88°32'19"E.

2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 22.000 AT THE INTERSECTION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION = 184.488'

3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(C) OF DECLARATION.

LEGEND:

- FTE DENOTES FINISHED FLOOR ELEVATION
- CE DENOTES CEILING ELEVATION
- SF DENOTES SQUARE FEET
- LCE DENOTES LIMITED COMMON ELEMENT
- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
- OB DENOTES OUTER WALL BEARINGS WHICH ALL BUILDING WALLS ARE EITHER PERPENDICULAR OR PARALLEL TO
- CP-1 DENOTES COMMON POINT
- CP-2 DENOTES COMMON POINT
- CP-3 DENOTES COMMON POINT



BUILDING 3: "KENSINGTON HOUSE"
THIRD FLOOR PLAN

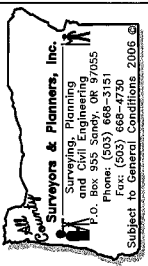
I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JANUARY 2, 1889
DALE L. HULT
2427

RENEWS 07/01/09
I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 516-65A INK ON HWAN WAF POLYESTER FILM

CLIENT: MK DEVELOPMENT



Surveying, Planning and Civil Engineering
Dale L. Hult
P.O. Box 668-3151
Phone: (503) 668-3151
Fax: (503) 668-4730
Subject to General Conditions 2006.0

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

NOTES:
1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON.
NORTH-SOUTH BEARINGS ARE S0127°41'E, EAST-WEST BEARINGS ARE N88°32'19"E.

2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 57166.33
AT THE INTERSECTION OF NW 24TH AVENUE AND NW
FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION = 184.488'

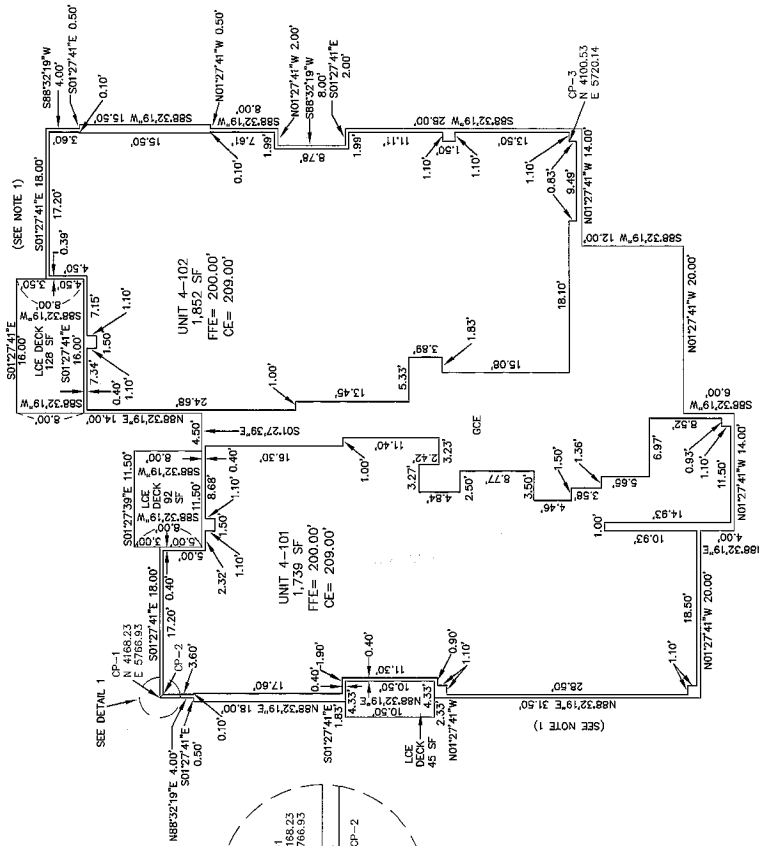
3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT
BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(1) OF DECLARATION.

LEGEND:

- FFE DENOTES FINISHED FLOOR ELEVATION
- CE DENOTES CEILING ELEVATION
- SF DENOTES SQUARE FEET
- LCE DENOTES LIMITED COMMON ELEMENT
- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
- CP-1 DENOTES COMMON POINT
- CP-2 DENOTES COMMON POINT
- CP-3 DENOTES COMMON POINT

BUILDING 4 AREAS

UNIT NUMBER	UNIT SF	LCE DECK SF
4-101	1739	137
4-102	1852	128
4-201	1828	163
4-301	1802	137
4-502	1842	163
4-601	1807	137
4-501	1807	137
4-502	1846	163



BUILDING 4 - "ESSEX HOUSE"
FIRST FLOOR PLAN

I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
DALE L. HULT
OREGON LICENSE NO. 2427
RENEWED 07/01/09

I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 5165A INK ON HUMAN WMF POLYESTER FILM

CLIENT: MK DEVELOPMENT
Surveyors & Planners, Inc.
Surveying, Planning and Civil Engineering
1000 NE Oregon Street, Suite 1055
Portland, Oregon 97232
Phone: (503) 668-3151
Fax: (503) 668-4730
Subject to General Conditions 2006

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

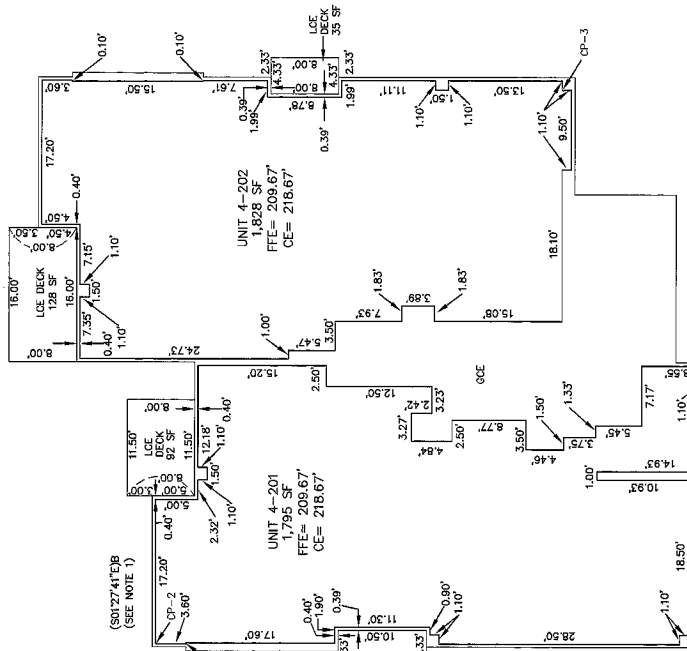
NOTES:
1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON.
NORTH-SOUTH BEARINGS ARE S0127°41'E, EAST-WEST BEARINGS ARE N88°32'19"E.

2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENSCHMAY, MS.
4628 A 3-1/2" BRASS DISK LOCATED AT THE SOUTHERN INTERSECTION OF NW 24TH AVENUE AND NW
FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION = 194.498'

3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT
BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3.1(O) OF DECLARATION.

LEGEND:

- FTE DENOTES FINISHED FLOOR ELEVATION
- CE DENOTES CEILING ELEVATION
- SF DENOTES SQUARE FEET
- LCE DENOTES LIMITED COMMON ELEMENT
- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
- OP DENOTES OUTER WALL BEARINGS WHICH ALL BUILDING WALLS ARE EITHER PERPENDICULAR OR PARALLEL TO
- CP-1 DENOTES COMMON POINT
- CP-2 DENOTES COMMON POINT
- CP-3 DENOTES COMMON POINT



**BUILDING 4: "ESSEX HOUSE"
SECOND FLOOR PLAN**



I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
James L. Hault
OREGON JUNE 14, 1989
DATE OF EXPIRATION 2427

RENEWS 07/01/09
I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51645A INK ON HWAN WAF POLYESTER FILM

CLIENT: MK DEVELOPMENT

Surveyors & Planners, Inc.
Surveying, Planning and Civil Engineering
1000 NE Oregon Street, Suite 2065
Portland, Oregon 97232
Phone: (503) 668-3181
Fax: (503) 668-4730
Subject to General Conditions 2006 ©

FILE:09-182-CONDO-PLAT-FLOOR-PLANS.DWG

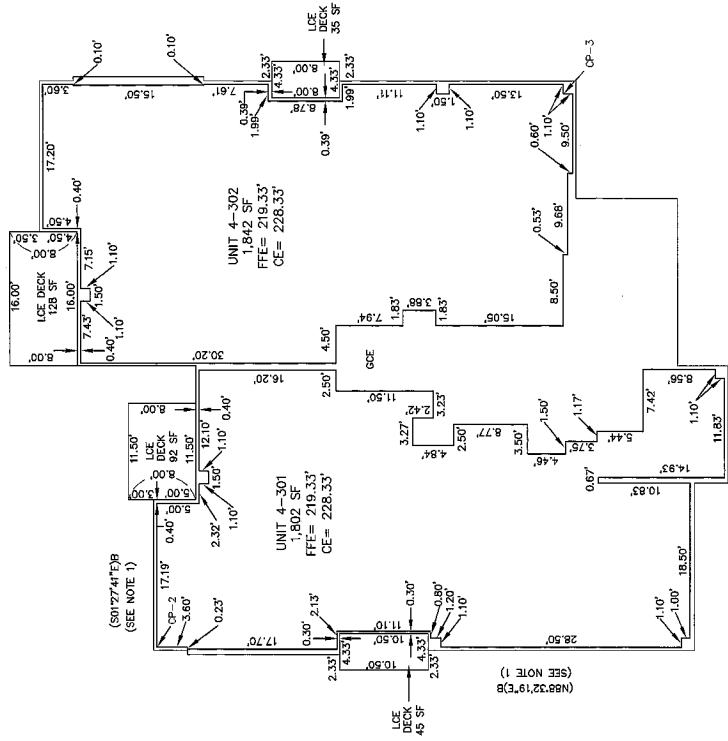
CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

- NOTES:**
1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON. NORTH-SOUTH BEARINGS ARE S07°27'41"E. EAST-WEST BEARINGS ARE N88°32'19"E.
 2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 4693.77 AT BEARERS OFFICE, CITY OF PORTLAND, OREGON. ELEVATION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD, ELEVATION= 184.498'.
 3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(K) OF DECLARATION.

- LEGEND:**
- FFE DENOTES FINISHED FLOOR ELEVATION
 - CE DENOTES CEILING ELEVATION
 - SF DENOTES SQUARE FEET
 - LCE DENOTES LIMITED COMMON ELEMENT
 - GCE DENOTES GENERAL COMMON ELEMENT
 - LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
 - CP DENOTES OUTER WALL BEARINGS WHICH ALL BUILDING WALLS ARE EITHER PERPENDICULAR OR PARALLEL TO
 - CP-1 DENOTES COMMON POINT
 - CP-2 DENOTES COMMON POINT
 - CP-3 DENOTES COMMON POINT



BUILDING 4: "ESSEX HOUSE"
THIRD FLOOR PLAN

I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
 JAMES L. HULT
 DALE 2427
 OREGON REGISTERED PROFESSIONAL LAND SURVEYOR NO. 17065
 PHONE: (503) 668-3151
 FAX: (503) 668-4730
 SUBJECT TO GENERAL CONDITIONS 2006

RENEWS 07/01/09
 I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51645A INK ON HWAN WAF POLYESTER FILM

CLIENT: MK DEVELOPMENT

Surveyors & Planners, Inc.
 Surveying, Planning and Civil Engineering
 1000 NE Oregon Street, Suite 200
 Portland, Oregon 97232
 Phone: (503) 668-3151
 Fax: (503) 668-4730
 Subject to General Conditions 2006

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

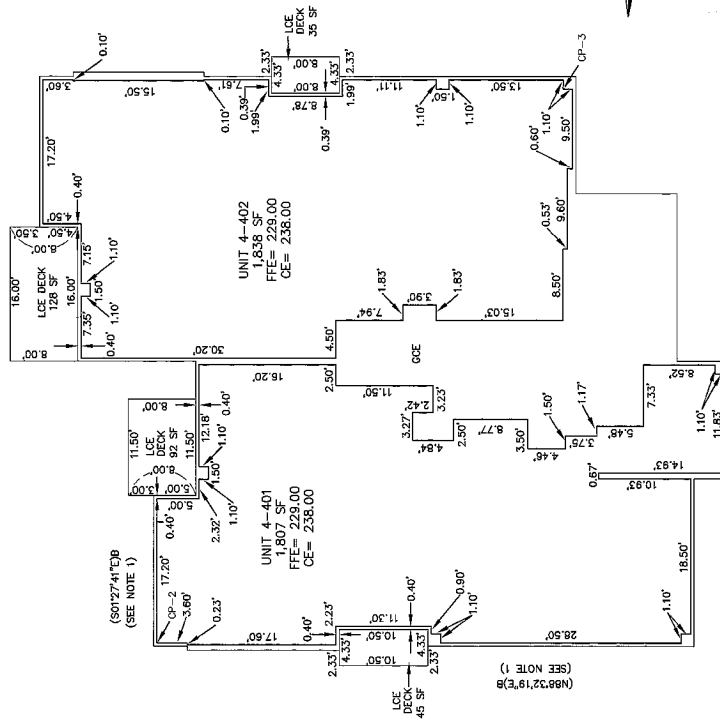
NOTES:
1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON.
NORTH-SOUTH BEARINGS ARE S0727'41"E, EAST-WEST BEARINGS ARE N88°32'19"E.

2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK, IN
FLANNERS AVENUE, NEAR NW WESTOVER ROAD, ELEVATION= 184.488'.

3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT
BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(0) OF DECLARATION.

LEGEND:

- FTE DENOTES FINISHED FLOOR ELEVATION
- CE DENOTES CEILING ELEVATION
- SF DENOTES SQUARE FEET
- LCE DENOTES LIMITED COMMON ELEMENT
- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
- OB DENOTES OUTER WALL BEARINGS WHICH ALL BUILDING WALLS ARE EITHER PERPENDICULAR OR PARALLEL TO
- CP-1 DENOTES COMMON POINT
- CP-2 DENOTES COMMON POINT
- CP-3 DENOTES COMMON POINT



**BUILDING 4: "ESSEX HOUSE"
FOURTH FLOOR PLAN**

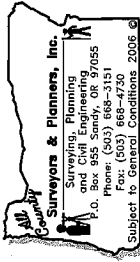


I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
DALE L. HULT
OREGON JANUARY 2, 1989
DALE L. HULT
2427

RENEWALS 07/01/09
I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51645A INK ON HWAN WNF POLYESTER FILM

CLIENT: MK DEVELOPMENT



Surveyors & Planners, Inc.
Surveying, Planning and Civil Engineering
1000 NE Oregon Street, Suite 1055
Portland, Oregon 97232
Phone: (503) 688-3151
Fax: (503) 688-4730
Subject to General Conditions 2006 ©

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

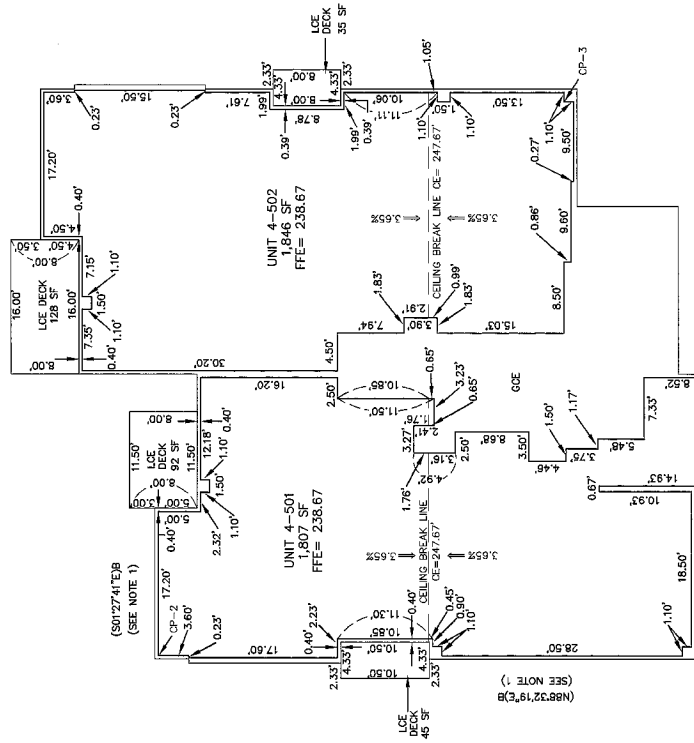
NOTES:
1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON.
NORTH-SOUTH BEARINGS ARE S0727'41"E, EAST-WEST BEARINGS ARE N88°32'19"E.

2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK, NO. 466, 72' BEARS DIST. LOCATED AT THE SOUTHERN INTERSECTION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION = 194.488'

3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(C) OF DECLARATION.

LEGEND:

- FFE DEMOTES FINISHED FLOOR ELEVATION
- CE DEMOTES CEILING ELEVATION
- SF DEMOTES SQUARE FEET
- LCE DEMOTES LIMITED COMMON ELEMENT
- GCE DEMOTES GENERAL COMMON ELEMENT
- LCE DECK DEMOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
- OB DEMOTES OUTER WALL BEARINGS WHICH ALL BUILDING WALLS ARE EITHER PERPENDICULAR OR PARALLEL TO
- X:XXX DEMOTES DIRECTION OF DOWNWARD SLOPE OF CEILING (SLOPE SHOWN IN PERCENT)
- CP-1 DEMOTES COMMON POINT
- CP-2 DEMOTES COMMON POINT
- CP-3 DEMOTES COMMON POINT



BUILDING 4: "ESSEX HOUSE"
FIFTH FLOOR PLAN

I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR

DALE L. HULT
2427

RENEWALS 07/01/09
I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51645A INK ON HWAN WAF POLYESTER FILM

CLIENT: MK DEVELOPMENT

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Surveying, Planning and Civil Engineering
10. Phone: (503) 668-3151
Fax: (503) 668-4730
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CAMBRIDGE CONDOMINIUMS

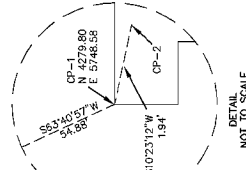
LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007

SCALE 1" = 10'

NOTES:

1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BOUNDARIES. NORTH-SOUTH BEARINGS ARE S0127°41'E, EAST-WEST BEARINGS ARE N88°32'19"W.
2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 194-498'. BENCHMARK IS LOCATED AT THE INTERSECTION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION = 194.498'.
3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3.(G) OF DECLARATION.

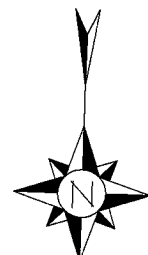
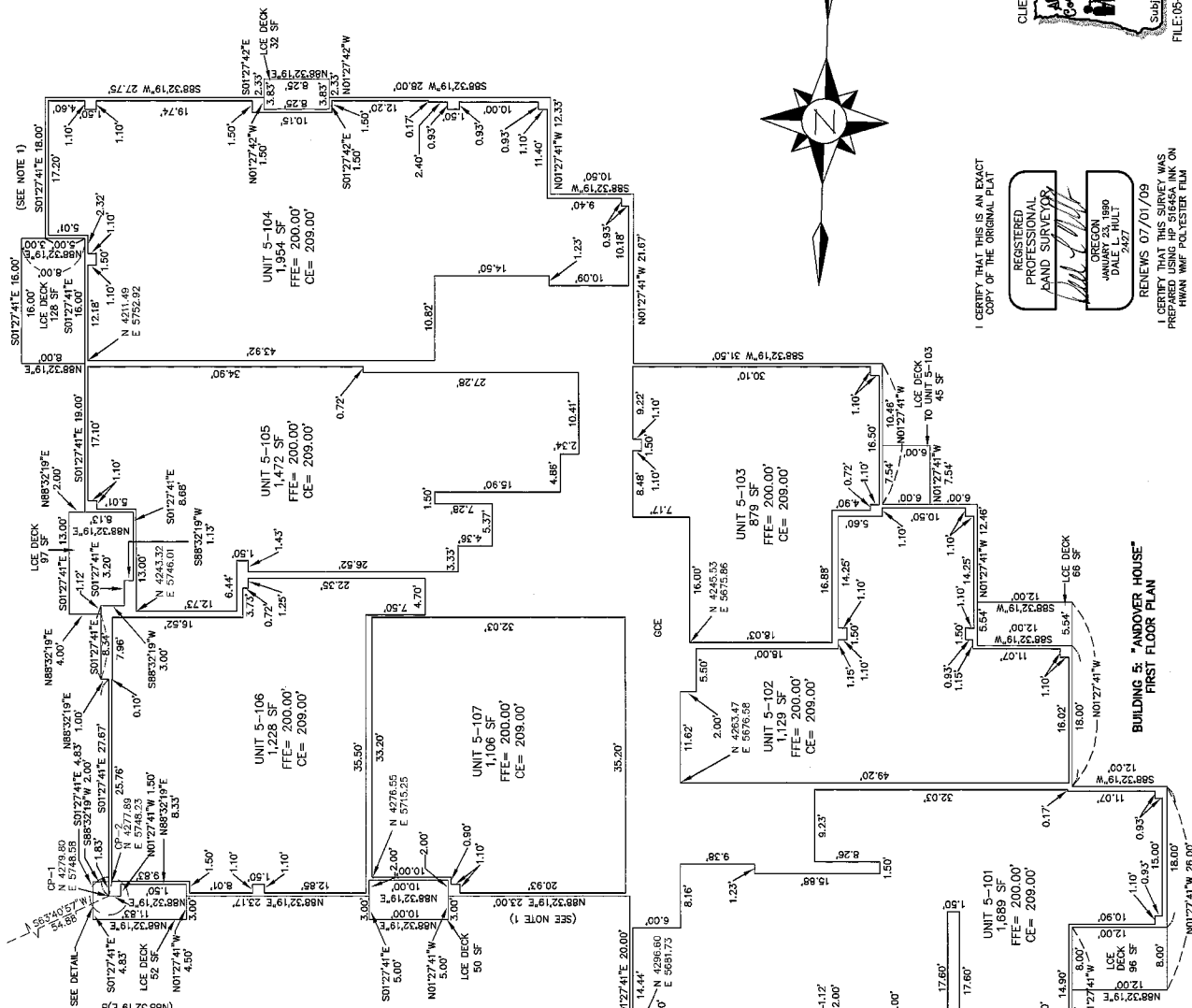


LEGEND:

- FTE DENOTES FINISHED FLOOR ELEVATION
- CE DENOTES CEILING ELEVATION
- SF DENOTES SQUARE FEET
- LCE DENOTES LIMITED COMMON ELEMENT
- OCE DENOTES GENERAL COMMON ELEMENT
- LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
- CP-1 DENOTES COMMON POINT
- CP-2 DENOTES COMMON POINT

BUILDING 5 AREAS

UNIT NUMBER	UNIT SF	LCE DECK SF
5-101	1689	148
5-102	1129	66
5-103	1954	160
5-104	1472	97
5-105	1228	52
5-106	1106	50
5-107	1106	50
5-108	1129	66
5-201	1132	66
5-202	874	45
5-203	1659	160
5-204	1474	67
5-205	1474	67
5-206	1112	50
5-301	1752	148
5-302	1133	66
5-303	872	45
5-304	1505	97
5-305	1505	97
5-306	2285	264
5-401	1752	148
5-402	872	45
5-403	1505	97
5-404	1972	160
5-405	1504	93
5-406	2286	196
5-501	1624	148
5-502	1624	148
5-503	3179	472
5-504	2430	196



I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
 JAMES L. HULT
 OREGON LICENSE NO. 2427
 RENEWS 07/01/09

I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 91645A INK ON HWAN WNF POLYESTER FILM

CLIENT: MK DEVELOPMENT

Surveyors & Planners, Inc.
 Surveying, Planning and Civil Engineering
 1000 NE Oregon Street, Suite 1055
 Portland, Oregon 97232
 Phone: (503) 668-3151
 Fax: (503) 668-4730
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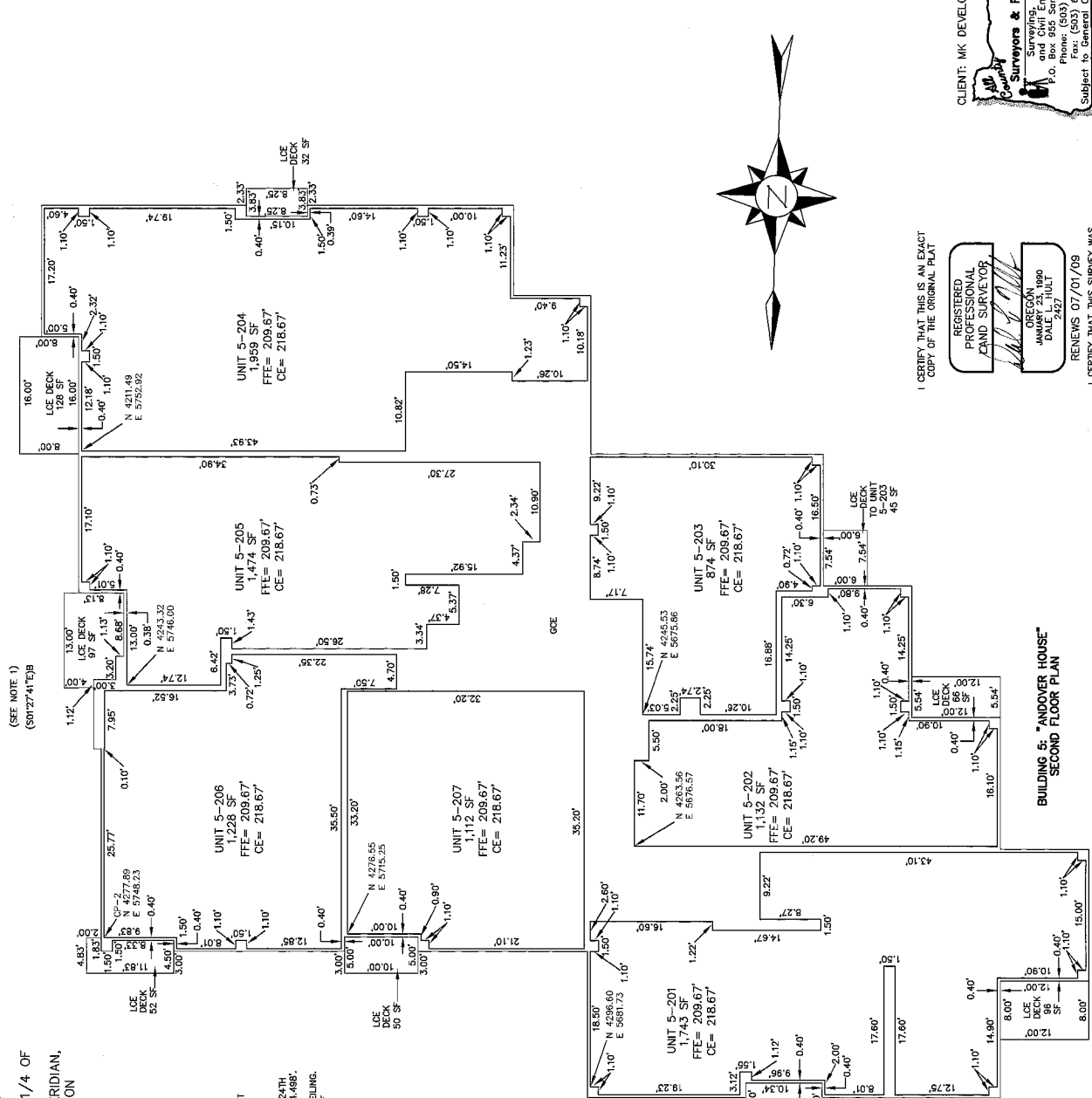
CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

- NOTES:**
1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OTHER BEARINGS SHOWN HEREON. NORTH-SOUTH BEARINGS ARE S01°27'41"E, EAST-WEST BEARINGS ARE N88°32'19"E.
 2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 4623. A 2-1/2" BRASS DISK LOCATED AT THE SOUTHERN INTERSECTION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOWER ROAD. ELEVATION= 184.488'. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(a) OF DECLARATION.

- LEGEND:**
- FFE DENOTES FINISHED FLOOR ELEVATION
 - CE DENOTES CEILING ELEVATION
 - SF DENOTES SQUARE FEET
 - LCE DENOTES LIMITED COMMON ELEMENT
 - GCE DENOTES GENERAL COMMON ELEMENT
 - LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
 - (CB) DENOTES OUTER WALL BEARINGS WHICH ALL BUILDING WALLS ARE EITHER PERPENDICULAR OR PARALLEL TO
 - CP-1 DENOTES COMMON POINT
 - CP-2 DENOTES COMMON POINT



I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 JAMES L. HULL
 2427

RENEWS 07/01/09
 I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51645A INK ON HMAN WAF POLYESTER FILM

CLIENT: MK DEVELOPMENT
 Surveyors & Planners, Inc.
 Surveying, Planning and Civil Engineering
 1000 NE Oregon Street, Suite 1005
 Portland, Oregon 97232
 Phone: (503) 668-3151
 Fax: (503) 668-4730
 Subject to General Conditions 2006.0

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

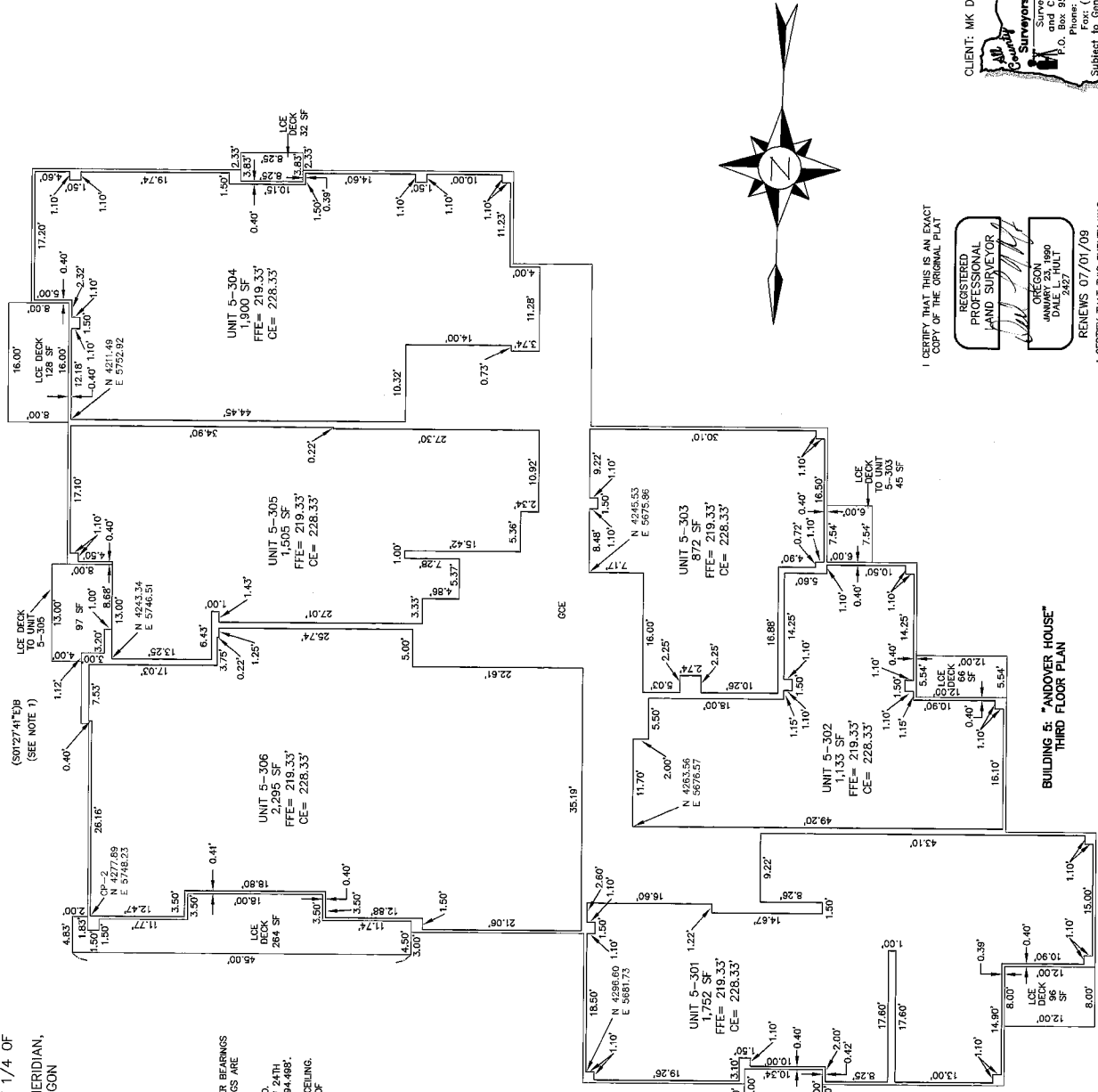
OCTOBER 5, 2007 SCALE 1" = 10'

NOTES:

1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS. NORTH-SOUTH BEARINGS ARE S0127.41°E. EAST-WEST BEARINGS ARE N8932.19°E.
2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 2652. ELEVATION OF FINISHED FLOOR AT THE INTERSECTION OF NW 1ST AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD, ELEVATION= 194.498'.
3. MINORS VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(G) OF DECLARATION.

LEGEND:

- FFE DENOTES FINISHED FLOOR ELEVATION
- CE DENOTES CEILING ELEVATION
- SF DENOTES SQUARE FEET
- LCE DENOTES LIMITED COMMON ELEMENT
- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
- (JB) DENOTES OUTER WALL BEARING WHICH ALL BUILDING WALLS ARE EITHER PERPENDICULAR OR PARALLEL TO
- CP-1 DENOTES COMMON POINT
- CP-2 DENOTES COMMON POINT



I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 JAMES D. HANLEY
 JULY 23, 1990
 2427

RENEWS 07/01/09
 I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51645A MK ON HWAN WMP POLYESTER FILM

CLIENT: MK DEVELOPMENT

McKenzie County Surveyors & Planners, Inc.
 Surveying, Planning and Civil Engineering
 P.O. Box 955 Sandy, OR 97055
 Phone (503) 686-7251
 Fax (503) 686-7252
 Subject to General Conditions 2006 ©

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007

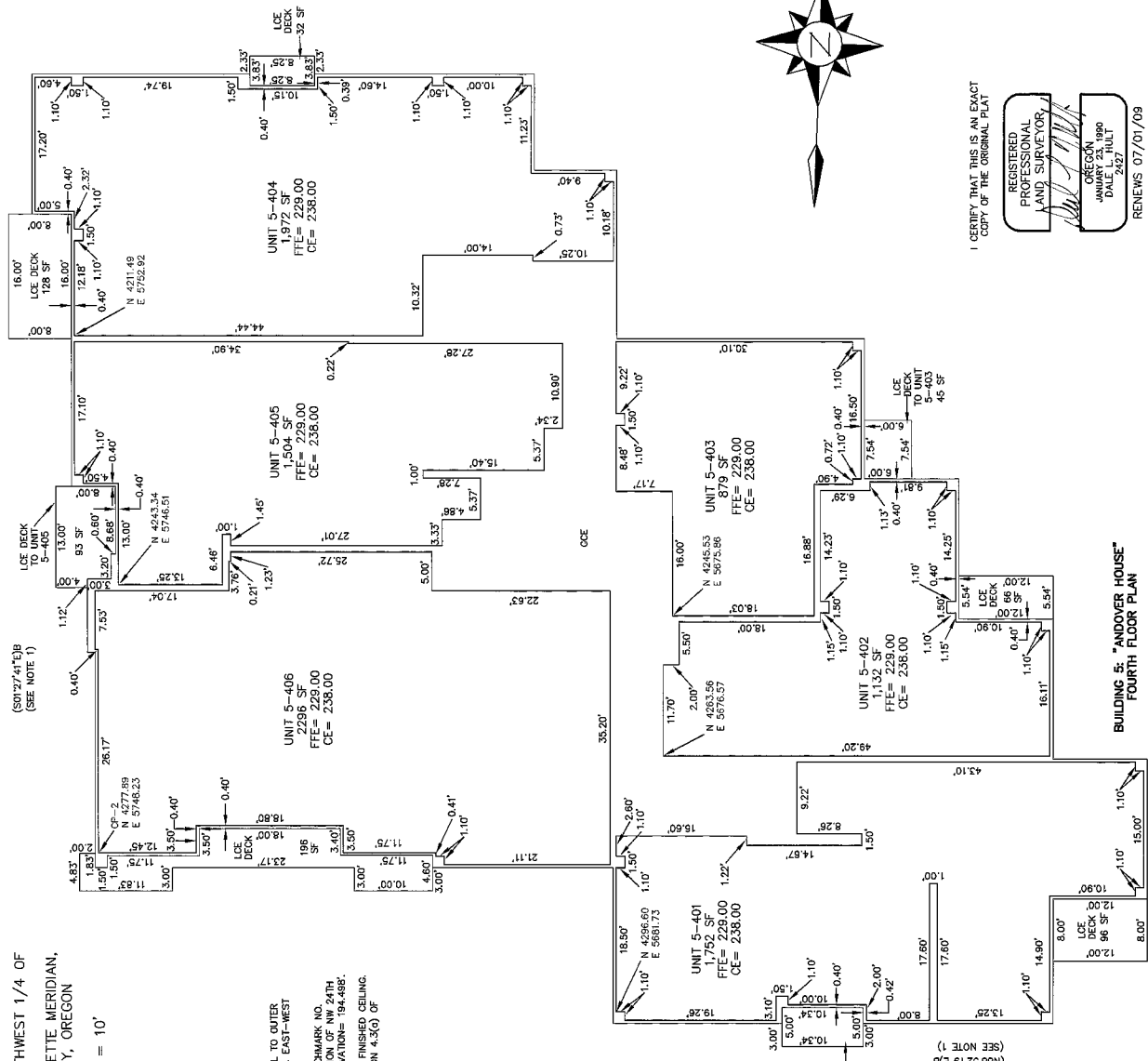
SCALE 1" = 10'

NOTES:

1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON. NORTH-SOUTH BEARINGS ARE S01°27'41"E. EAST-WEST BEARINGS ARE N89°32'19"W.
2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 4628. A 2-1/2" BRASS DISK LOCATED AT THE SOUTHERN INTERSECTION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION= 194.498'.
3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(G) OF DECLARATION.

LEGEND:

- FFE DENOTES FINISHED FLOOR ELEVATION
- CE DENOTES CEILING ELEVATION
- SF DENOTES SQUARE FEET
- LCE DENOTES LIMITED COMMON ELEMENT
- GCEE DENOTES GENERAL COMMON ELEMENT
- LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
- CB DENOTES OUTER WALL BEARING WHICH IS EITHER PERPENDICULAR OR PARALLEL TO
- CP-1 DENOTES COMMON POINT
- CP-2 DENOTES COMMON POINT



I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 JAMES L. HULL
 2427

RENEWS 07/01/09
 I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 5165A INK ON HWAN WAF POLYESTER FILM

CLIENT: MK DEVELOPMENT
 Surveyors & Planners, Inc.
 Surveying, Planning and Civil Engineering
 1100 Commercial Street, SE
 Phone: (503) 668-3151
 Fax: (503) 668-4730
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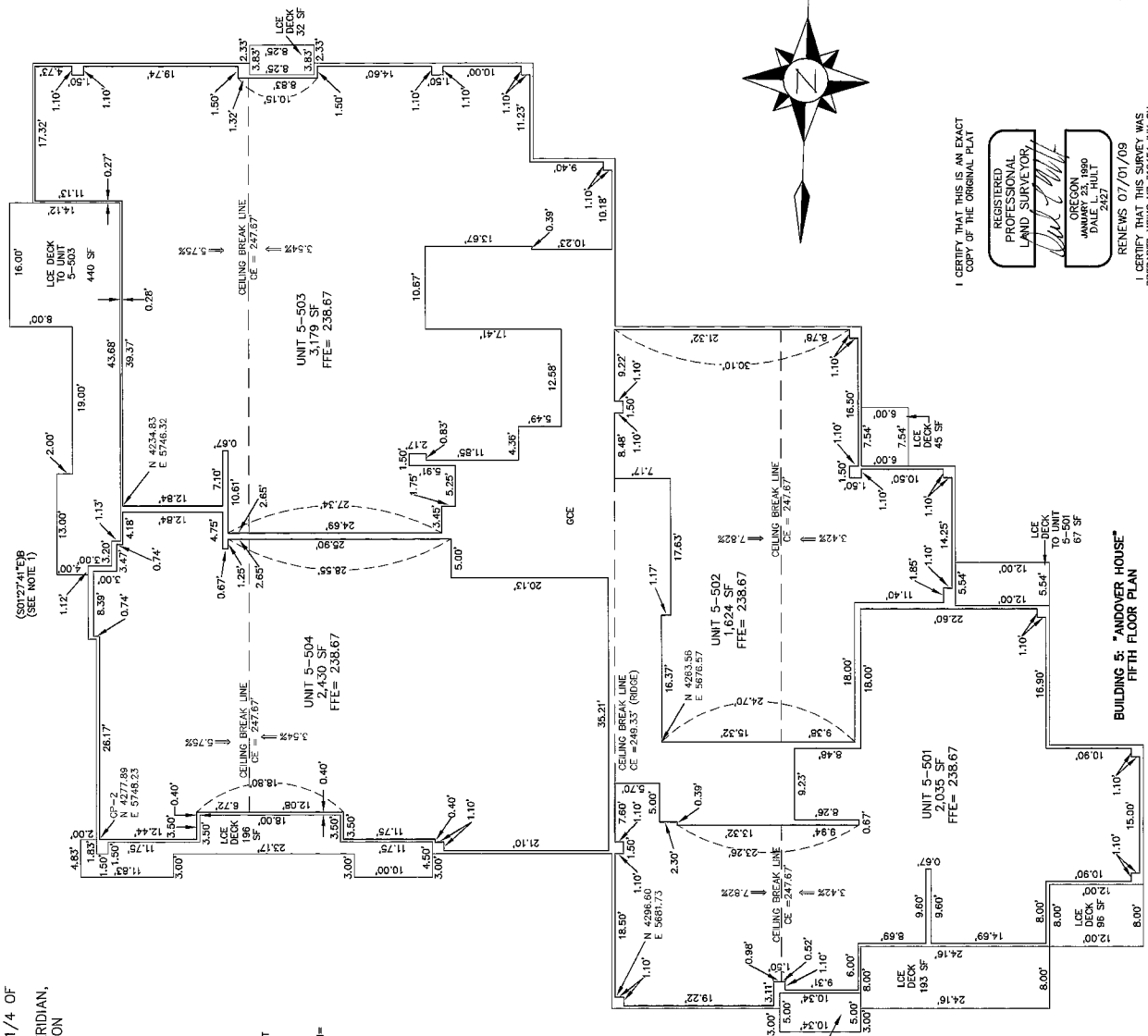
CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

- NOTES:**
1. ALL UNIT WALLS AND LCE LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON. NORTH-SOUTH BEARINGS ARE S01°27'41"E, EAST-WEST BEARINGS ARE N88°32'19"E.
 2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 4628, A 2-1/2" BRASS DISK LOCATED AT THE SOUTHERN INTERSECTION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION= 194.498'.
 3. INTERIOR VERTICAL MEASUREMENTS ARE FROM FINISHED FLOOR TO FINISHED CEILING. ACTUAL UNIT BOUNDARIES ARE TO UNFINISHED SURFACES PER SECTION 4.3(G) OF DECLARATION.

- LEGEND:**
- FFE DENOTES FINISHED FLOOR ELEVATION
 - CE DENOTES CEILING ELEVATION
 - SF DENOTES SQUARE FEET
 - LCE DENOTES LIMITED COMMON ELEMENT
 - GCE DENOTES GENERAL COMMON ELEMENT
 - LCE DECK DENOTES LIMITED COMMON ELEMENT DECK (ASSIGNED TO UNIT TO WHICH IT ADJOINS)
 - OB DENOTES OUTER WALL BEARINGS WHICH ALL BUILDING WALLS ARE EITHER PERPENDICULAR OR PARALLEL TO
 - XXXXX → DENOTES DIRECTION OF DOWNWARD SLOPE OF CEILING (SLOPE SHOWN IN PERCENT)
 - CP-1 DENOTES COMMON POINT
 - CP-2 DENOTES COMMON POINT



I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAN

REGISTERED PROFESSIONAL LAND SURVEYOR
 GREGORY HANSEN
 DALE L. HULT
 2027

RENEWS 07/01/09
 I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 31654A INK ON HMAN WAF POLYESTER FILM

CLIENT: MK DEVELOPMENT
 Surveyors & Planners, Inc.
 Surveying, Planning and Engineering
 1000 SW 10th St., Suite 200
 Portland, OR 97205
 Phone: (503) 668-5151
 Fax: (503) 668-4730
 Subject to General Conditions 2005.0

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 20'



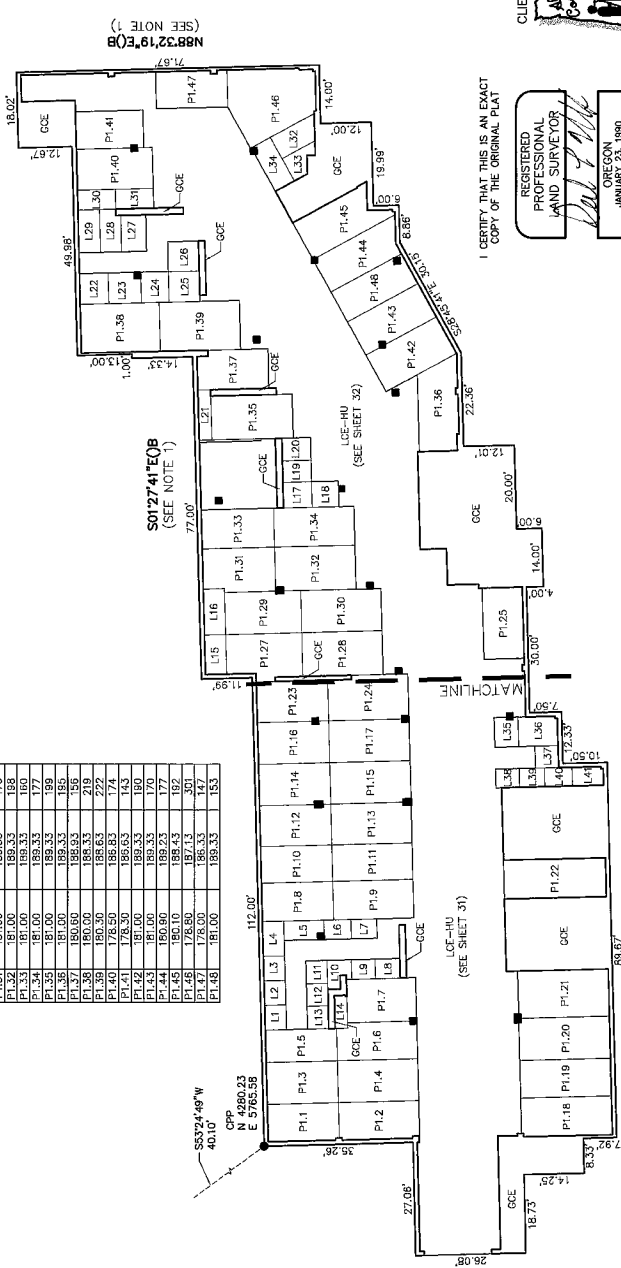
GARAGE LEVEL 1 PARKING

UNIT	FLOOR ELEV.	CEILING ELEV.	SQ. FT.
P1.1	177.30	189.33	150
P1.2	177.30	189.33	69
P1.3	177.70	189.33	69
P1.4	176.70	189.33	190
P1.5	176.70	189.33	190
P1.6	178.10	189.33	168
P1.7	178.50	189.33	168
P1.8	179.40	189.33	155
P1.9	179.40	189.33	155
P1.10	179.80	189.33	148
P1.11	179.80	189.33	148
P1.12	180.20	189.33	153
P1.13	180.20	189.33	184
P1.14	180.20	189.33	184
P1.15	180.70	189.33	187
P1.16	181.00	189.33	168
P1.17	181.00	189.33	168
P1.18	177.30	189.33	99
P1.19	177.30	189.33	99
P1.20	176.10	189.33	216
P1.21	178.50	189.33	242
P1.22	179.60	189.33	224
P1.23	181.00	189.33	163
P1.24	181.00	189.33	163
P1.25	181.00	189.33	182
P1.26	181.00	189.33	198
P1.27	181.00	189.33	198
P1.28	181.00	189.33	199
P1.29	181.00	189.33	199
P1.30	181.00	189.33	199
P1.31	181.00	189.33	176
P1.32	181.00	189.33	188
P1.33	181.00	189.33	169
P1.34	181.00	189.33	169
P1.35	181.00	189.33	155
P1.36	181.00	189.33	155
P1.37	180.60	189.33	219
P1.38	180.00	189.33	219
P1.39	180.00	189.33	219
P1.40	178.30	189.33	174
P1.41	178.30	189.33	143
P1.42	181.00	189.33	190
P1.43	181.00	189.33	170
P1.44	181.00	189.33	162
P1.45	180.10	189.33	162
P1.46	178.80	189.33	301
P1.47	181.00	189.33	147
P1.48	181.00	189.33	153

BENCHMARK:
ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 4628, A 2-1/2" BRASS DISK LOCATED AT THE SOUTHERN INTERSECTION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION= 194.498'. CITY OF PORTLAND DATUM.

GARAGE LEVEL 1 STORAGE

UNIT	FLOOR ELEV.	CEILING ELEV.	SQ. FT.
L1	178.40	189.33	30
L2	178.60	189.33	29
L3	178.60	189.33	29
L4	178.60	189.33	29
L5	179.20	189.33	42
L6	179.20	189.33	30
L7	179.20	189.33	29
L8	178.80	189.33	26
L9	178.80	189.33	26
L10	178.80	189.33	32
L11	178.80	189.33	28
L12	178.60	189.33	27
L13	178.60	189.33	24
L14	178.40	189.33	24
L15	181.00	189.33	48
L16	181.00	189.33	55
L17	181.00	189.33	52
L18	181.00	189.33	35
L19	181.00	189.33	37
L20	181.00	189.33	36
L21	181.00	189.33	36
L22	179.60	189.33	50
L23	179.60	189.33	50
L24	179.70	189.33	48
L25	178.80	189.33	54
L26	178.50	189.33	53
L27	178.20	189.33	52
L28	178.20	189.33	53
L29	178.20	189.33	53
L30	178.50	189.33	43
L31	178.60	189.33	43
L32	178.20	189.33	57
L33	178.20	189.33	57
L34	178.40	189.33	60
L35	180.70	189.33	39
L36	180.70	189.33	65
L37	180.70	189.33	25
L38	180.60	189.33	25
L39	180.60	189.33	27
L40	180.60	189.33	29
L41	180.60	189.33	33



GARAGE LEVEL 1
SEE SHEETS 27 AND 28 FOR DETAIL

GARAGE LEVEL 1 STORAGE
SEE SHEETS 27 AND 28 FOR DETAIL

Surveyors & Planners, Inc.
Surveying, Planning
and Civil Engineering
10. Phone: (503) 668-3151
Fax: (503) 668-4730
Subject to General Conditions 2006 ©

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JANUARY 23, 1990
DALE J. HULT

I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAN

RENEWS 07/01/09
I CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION ON 11/20/07 BY HWAN WAF POLYESTER FILM

CAMBRIDGE CONDOMINIUMS

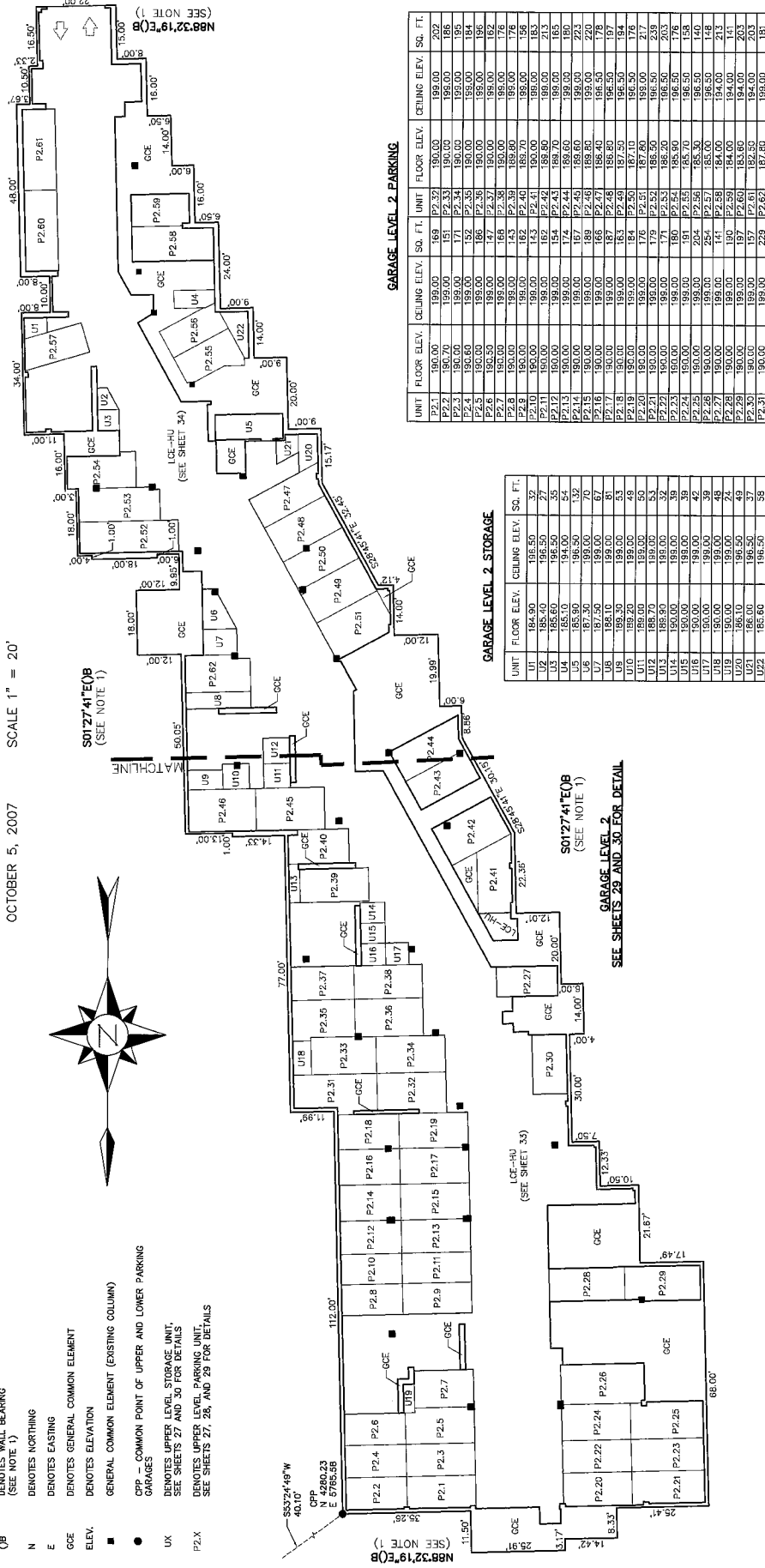
LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 20'

NOTES:
1. ALL UNIT WALLS, LCE-HU LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON.
NORTH-SOUTH BEARINGS ARE S01°27'41"E, EAST-WEST BEARINGS ARE N88°32'19"E.

LEGEND:

- SO. FT. DENOTES SQUARE FEET
- LCE-HU DENOTES LIMITED COMMON ELEMENT-HU
SEE CONDOMINIUM DECLARATION.
- OB DENOTES WALL BEARING
(SEE NOTE 1)
- N DENOTES NORTHING
- E DENOTES EASTING
- GCE DENOTES GENERAL COMMON ELEMENT
- ELEV. DENOTES ELEVATION
- DENOTES GENERAL COMMON ELEMENT (EXISTING COLUMN)
- CPP - COMMON POINT OF UPPER AND LOWER PARKING GARAGES
- UX DENOTES UPPER LEVEL STORAGE UNIT.
SEE SHEETS 27 AND 30 FOR DETAILS
- P2.X DENOTES UPPER LEVEL PARKING UNIT.
SEE SHEETS 27, 28, AND 29 FOR DETAILS



GARAGE LEVEL 2 PARKING

UNIT	FLOOR ELEV.	CEILING ELEV.	SQ. FT.	UNIT	FLOOR ELEV.	CEILING ELEV.	SQ. FT.
P2.1	190.00	199.00	168	P2.37	190.00	199.00	202
P2.2	190.00	199.00	151	P2.38	190.00	199.00	186
P2.3	190.00	199.00	152	P2.39	190.00	199.00	184
P2.4	190.00	199.00	152	P2.40	190.00	199.00	184
P2.5	190.00	199.00	166	P2.41	190.00	199.00	196
P2.6	190.50	199.00	147	P2.42	190.00	199.00	162
P2.7	190.00	199.00	166	P2.43	190.00	199.00	176
P2.8	190.00	199.00	162	P2.44	190.00	199.00	158
P2.9	190.00	199.00	162	P2.45	190.00	199.00	158
P2.10	190.00	199.00	143	P2.46	190.00	199.00	183
P2.11	190.00	199.00	162	P2.47	190.00	199.00	213
P2.12	190.00	199.00	174	P2.48	190.00	199.00	163
P2.13	190.00	199.00	174	P2.49	190.00	199.00	163
P2.14	190.00	199.00	187	P2.50	190.00	199.00	223
P2.15	190.00	199.00	189	P2.51	190.00	199.00	220
P2.16	190.00	199.00	166	P2.52	190.00	199.00	176
P2.17	190.00	199.00	166	P2.53	190.00	199.00	184
P2.18	190.00	199.00	184	P2.54	190.00	199.00	184
P2.19	190.00	199.00	184	P2.55	190.00	199.00	176
P2.20	190.00	199.00	176	P2.56	190.00	199.00	217
P2.21	190.00	199.00	179	P2.57	190.00	199.00	239
P2.22	190.00	199.00	180	P2.58	190.00	199.00	178
P2.23	190.00	199.00	180	P2.59	190.00	199.00	178
P2.24	190.00	199.00	191	P2.60	190.00	199.00	158
P2.25	190.00	199.00	204	P2.61	190.00	199.00	140
P2.26	190.00	199.00	254	P2.62	190.00	199.00	148
P2.27	190.00	199.00	190	P2.63	190.00	199.00	141
P2.28	190.00	199.00	190	P2.64	190.00	199.00	203
P2.29	190.00	199.00	197	P2.65	190.00	199.00	203
P2.30	190.00	199.00	229	P2.66	190.00	199.00	203
P2.31	190.00	199.00	229	P2.67	190.00	199.00	181

GARAGE LEVEL 2 STORAGE

UNIT	FLOOR ELEV.	CEILING ELEV.	SQ. FT.
U1	184.90	196.50	32
U2	185.40	196.50	27
U3	185.40	196.50	27
U4	185.10	194.00	45
U5	187.30	199.00	70
U6	187.30	199.00	70
U7	187.50	199.00	67
U8	188.30	199.00	53
U9	189.20	199.00	49
U10	189.00	199.00	50
U11	189.70	199.00	53
U12	189.70	199.00	53
U13	190.00	199.00	36
U14	190.00	199.00	36
U15	190.00	199.00	36
U16	190.00	199.00	49
U17	190.00	199.00	39
U18	190.00	199.00	24
U19	190.00	199.00	24
U20	196.10	196.50	49
U21	196.00	196.50	37
U22	196.60	196.50	36

**GARAGE LEVEL 2
SEE SHEETS 28 AND 30 FOR DETAIL**

I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAN



RENEWALS 07/01/09
I CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF OREGON.
DALE L. HULL
2427

CLIENT: MK DEVELOPMENT
Surveying, Planning and Civil Engineering
P.O. Box 866666, OR 97086
Portland, Oregon
Tel: (503) 868-4730
Fax: (503) 868-4730
Subject to General Conditions 2006

BENCHMARK:
ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 462B, A 2-1/2" BRASS DISK LOCATED AT THE SOUTHERN INTERSECTION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION= 194.488'. CITY OF PORTLAND DATUM.

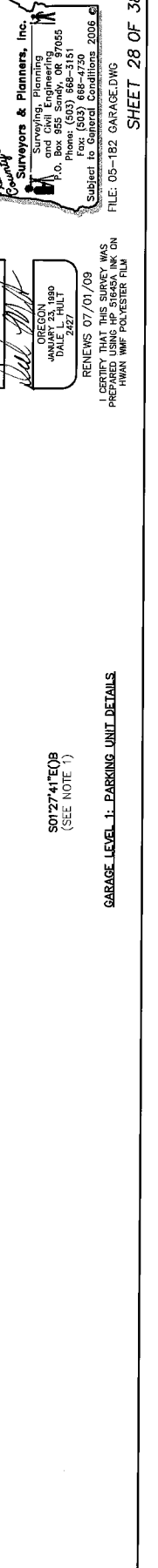
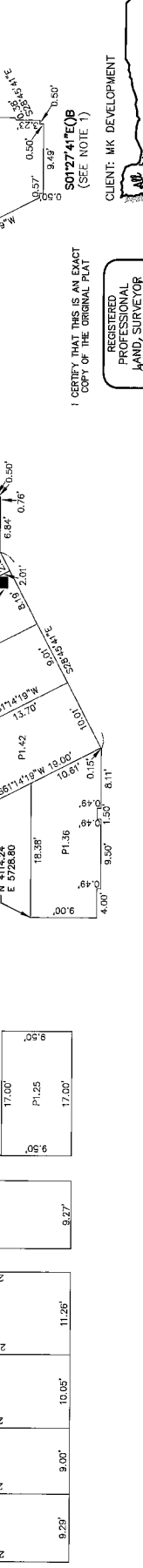
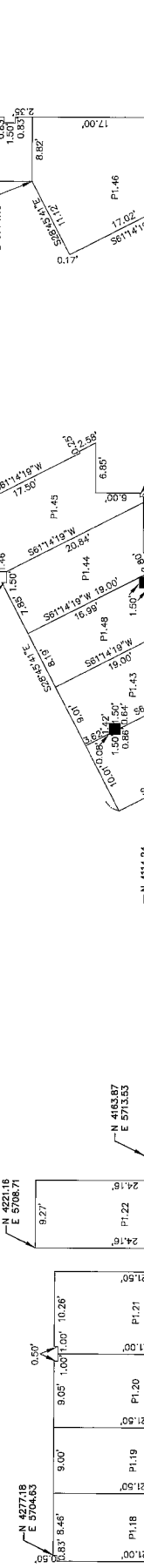
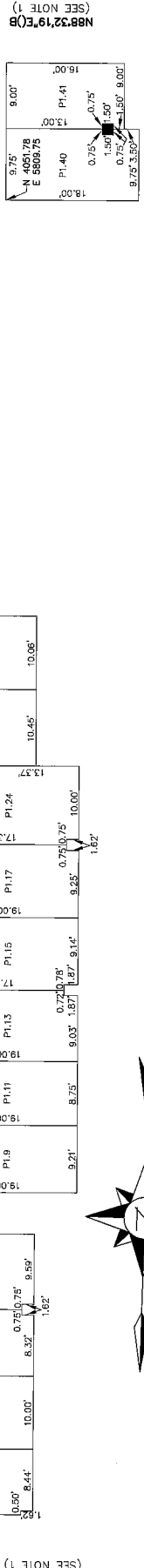
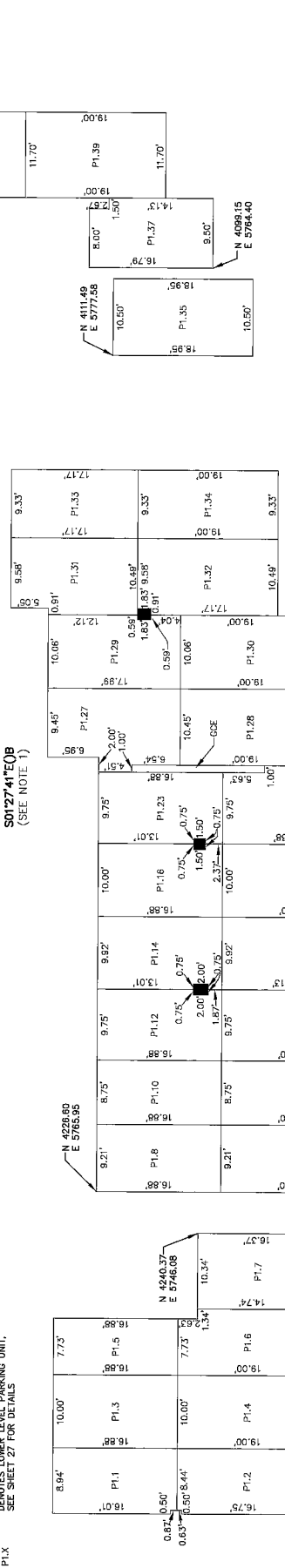
CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE: 1"=10'

NOTES:
1. ALL UNIT WALLS LCE-HU LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON.
UNLESS NOTED OTHERWISE.
2. ALL SOUTH BEARINGS ARE S0127'41"E. EAST-WEST BEARINGS ARE N8832'19"E.

LEGEND:
CB DENOTES WALL BEARING (SEE NOTE 1)
N DENOTES NORTHING
E DENOTES EASTING
GCE DENOTES GENERAL COMMON ELEMENT
■ DENOTES GENERAL COMMON ELEMENT (EXISTING COLUMN)
P1.X DENOTES LOWER LEVEL PARKING UNIT. SEE SHEET 27 FOR DETAILS



I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAN

REGISTERED PROFESSIONAL LAND SURVEYOR

DALE L. HULT
JANUARY 23, 1990
OREGON
RENEWALS 07/01/09

I CERTIFY THAT THIS SURVEY WAS PREPARED BY DALE L. HULT ON BEHALF OF MK DEVELOPMENT

CLIENT: MK DEVELOPMENT

Surveyors & Planners, Inc.
Surveying, Planning and Civil Engineering
P.O. Box 955 Sandy, OR 97055
Phone: (503) 868-2730
Fax: (503) 868-2730
Subject to General Conditions 2006

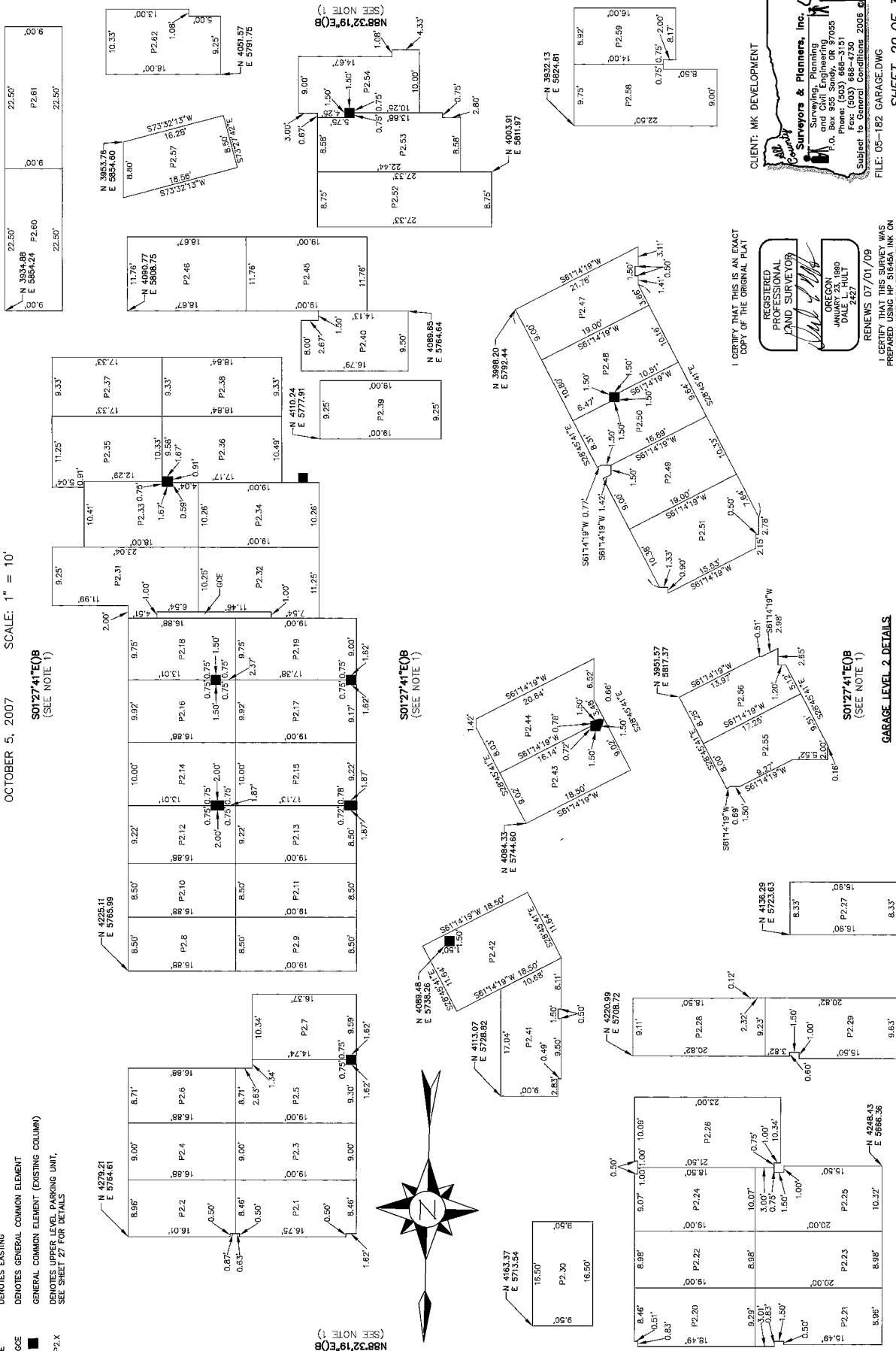
GARAGE LEVEL 1: PARKING UNIT DETAILS

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE: 1" = 10'

- NOTES:**
1. ALL UNIT WALLS, LINES—H—H UNITS ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON, UNLESS NOTED OTHERWISE.
NORTH—SOUTH BEARINGS ARE S01°27'41"E. EAST—WEST BEARINGS ARE N88°22'19"E.
LEGEND:
D3 DENOTES WALL BEARING (SEE NOTE 1)
N DENOTES NORTHING
E DENOTES EASTING
GCE DENOTES GENERAL COMMON ELEMENT
GCE DENOTES GENERAL COMMON ELEMENT (EXISTING COLUMN)
P2.X DENOTES UPPER LEVEL PARKING UNIT, SEE SHEET 27 FOR DETAILS



I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAN

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JANUARY 23, 1980
DALLAS, TEXAS
DALLAS 5422

RENEWALS 07/01/09
I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAN
HWAN WAF POLYESTER FILM

CLIENT: MK DEVELOPMENT

Surveyors & Planners, Inc.
Surveying, Planning and Civil Engineering
1000 NE Oregon Street, Suite 1000
Portland, Oregon 97232
Phone: (503) 668-3151
Fax: (503) 688-4730
Subject to General Conditions 2005.6

GARAGE LEVEL 2 DETAILS
(SEE NOTE 1)

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

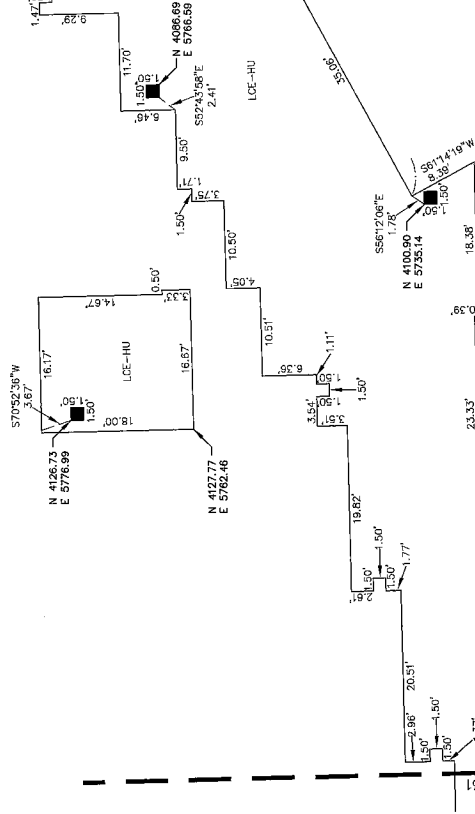
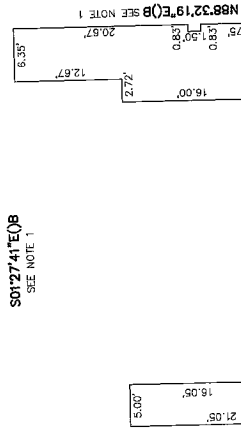
OCTOBER 5, 2007 SCALE 1" = 10'

NOTES:
1. ALL LCE-HU LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON, UNLESS NOTED OTHERWISE.
2. NORTH-SOUTH BEARINGS ARE S01°27'41"E, EAST-WEST BEARINGS ARE N88°32'19"E.

LEGEND:

- SF DENOTES SQUARE FEET
- LCE-HU DENOTES LIMITED COMMON ELEMENT- HU (AS DEFINED IN CONDOMINIUM DECLARATION)
- OB DENOTES WALL BEARING (SEE NOTE 1)
- N DENOTES NORTHING
- E DENOTES EASTING
- GCE DENOTES GENERAL COMMON ELEMENT
- DENOTES GENERAL COMMON ELEMENT (EXISTING COLUMN)

S01°27'41"E(OB)
SEE NOTE 1



S01°27'41"E(OB)
SEE NOTE 1

I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
JAMES L. HULT
OREGON LICENSE NO. 2427
RENEWS 07/01/09

I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 31645A INK ON HWAN WMF POLYESTER FILM



LIMITED COMMON ELEMENT (LCE-HU) PLAN
GARAGE LEVEL 1

CLIENT: MK DEVELOPMENT

Surveyors & Planners, Inc.
Surveying, Planning and Civil Engineering
1000 NE Oregon Street, Suite 1055
Portland, Oregon 97232
Phone: (503) 668-3151
Fax: (503) 668-4730
Subject to General Conditions 2008

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

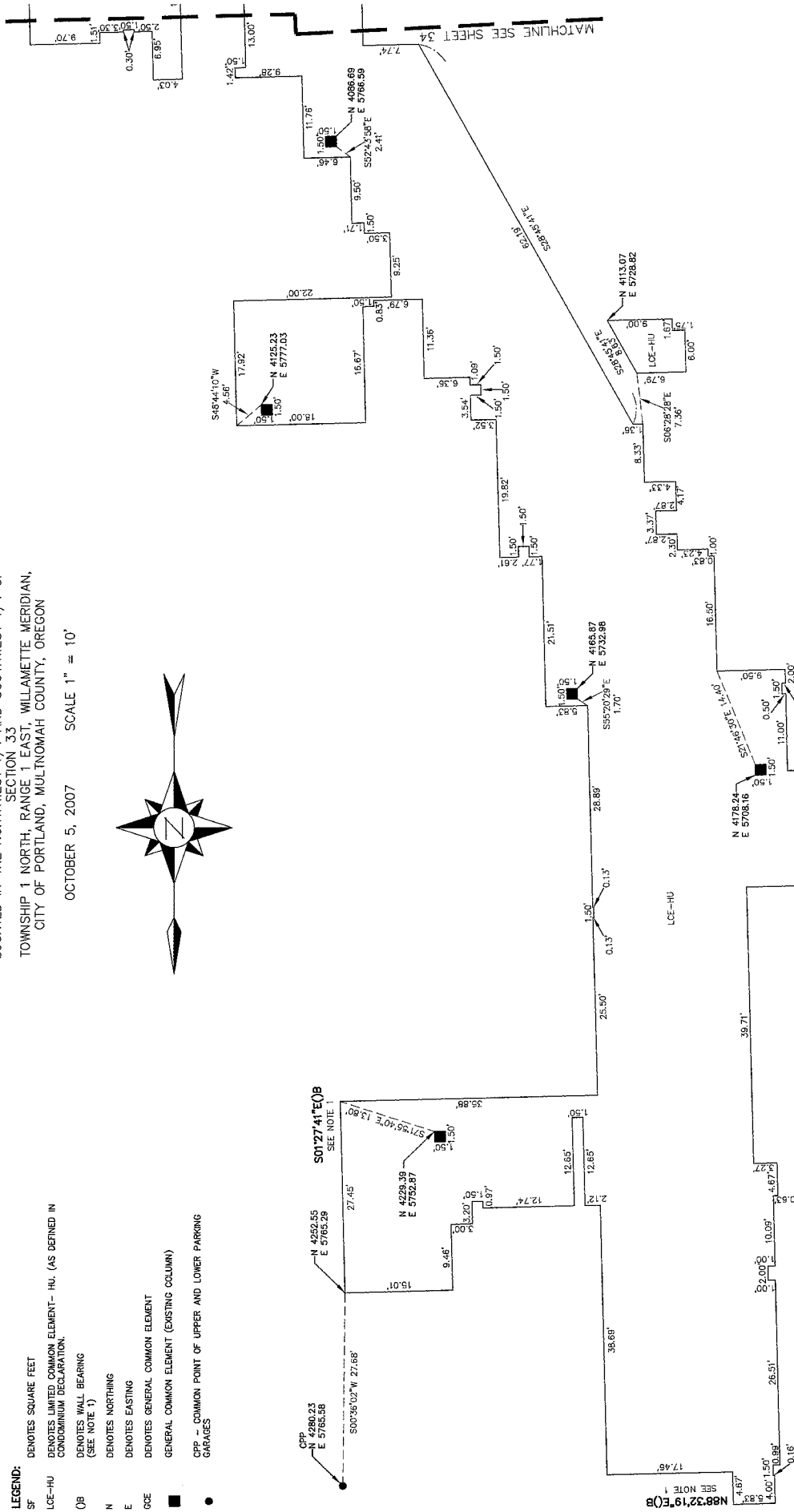
OCTOBER 5, 2007 SCALE 1" = 10'



NOTES:
 1. ALL UNIT WALLS LCE-HU LINES ARE PERPENDICULAR OR PARALLEL TO OUTER BEARINGS SHOWN HEREON, UNLESS NOTED OTHERWISE. NORTH-SOUTH BEARINGS ARE S012741°E. EAST-WEST BEARINGS ARE N083219°E.

LEGEND:

- SF DENOTES SQUARE FEET
- LCE-HU DENOTES LIMITED COMMON ELEMENT-HU. (AS DEFINED IN CONDOMINIUM DECLARATION.
- (OB) DENOTES WALL BEARING (SEE NOTE 1)
- N DENOTES NORTHING
- E DENOTES EASTING
- OCE DENOTES GENERAL COMMON ELEMENT
- DENOTES GENERAL COMMON ELEMENT (EXISTING COLUMN)
- CPP - COMMON POINT OF UPPER AND LOWER PARKING GARAGES



I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAN

REGISTERED PROFESSIONAL LAND SURVEYOR
 JAMES L. HULT
 OREGON
 JAMES L. HULT
 2427

RENEWS 07/01/09
 I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 5165A INK ON HWAN WMF POLYESTER FILM

S012741°E(OB)
 SEE NOTE 1

LIMITED COMMON ELEMENT (LCE-HU) PLAN
 GARAGE LEVEL 2

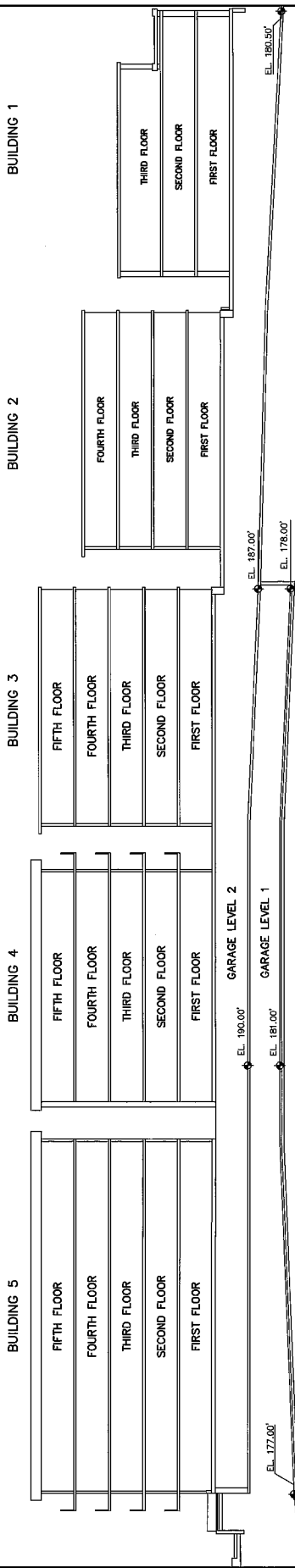
CLIENT: MK DEVELOPMENT
Surveyors & Planners, Inc.
 Surveying, Planning
 and Civil Engineering
 P.O. Box 99, Portland, OR 97208
 Phone: (503) 688-4750
 Fax: (503) 688-4730
 Subject to General Conditions 2006.0

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 20'

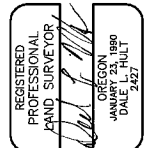
BENCH MARK
ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO.
4828, A 2-1/2" BRASS DISK LOCATED AT THE SOUTHERN INTERSECTION OF NW 24TH
AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION= 194.496'. CITY
OF PORTLAND DATUM.



WEST ELEVATION VIEW

LEGEND:
EL. DENOTES ELEVATION
◆ DENOTES ELEVATION LOCATION

I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT



I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51645A INK ON HWAN WNF POLYESTER FILM

CLIENT: MK DEVELOPMENT

W Multnomah County
Surveyors & Planners, Inc.
Surveying, Planning and Civil Engineering
1000 NE Oregon Street, Suite 200
Portland, Oregon 97232
Phone: (503) 688-3151
Fax: (503) 688-4730
Subject to General Conditions 2006

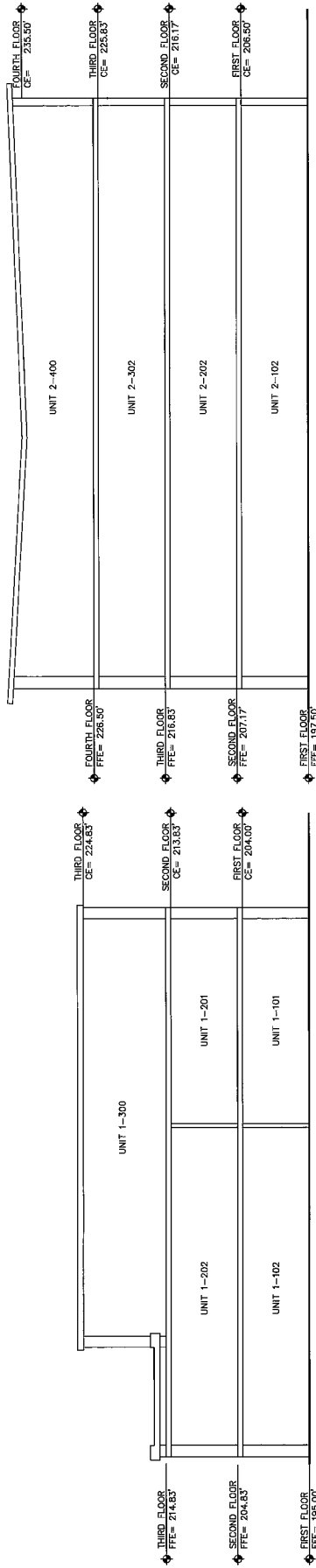
CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

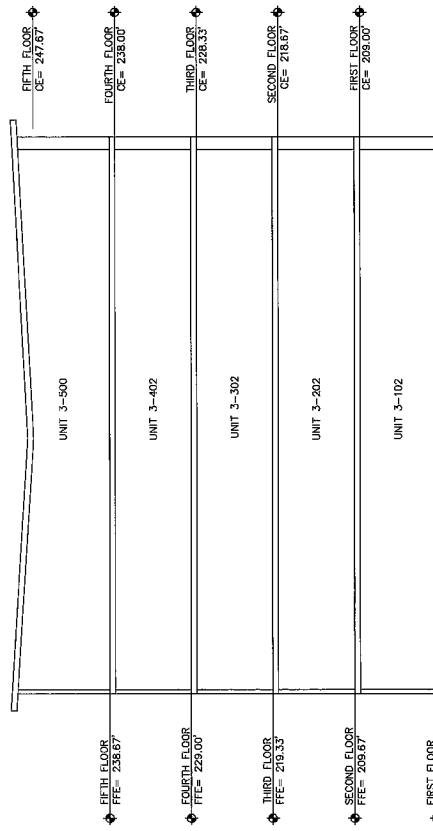
OCTOBER 5, 2007

SCALE 1" = 10'

NOTES:
1. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 4628, A 2-1/2" BRASS DISK LOCATED AT THE SOUTHERN INTERSECTION OF NW 24TH AVENUE AND NW FLANDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION= 194.486'. CITY OF PORTLAND DATUM.



**BUILDING 1
WEST ELEVATION**

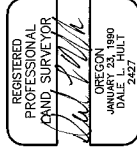


**BUILDING 3
SOUTH ELEVATION**

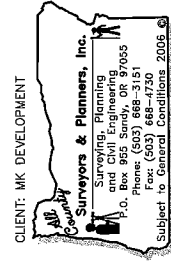
ELEVATION VIEWS

LEGEND:
CE= DENOTES CEILING ELEVATION
FFE= DENOTES FLOOR ELEVATION

I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT



RENEWS 07/01/09
I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51645A INK ON HWAN WMP POLYESTER FILM



CLIENT: MK DEVELOPMENT

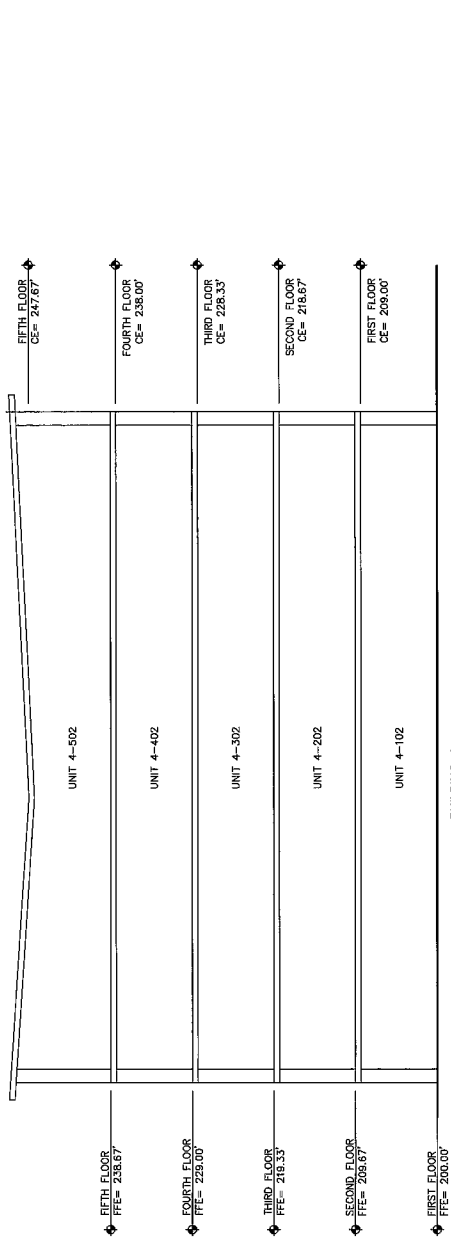
FILE: 05-182 ELEVATIONS.DWG

CAMBRIDGE CONDOMINIUMS

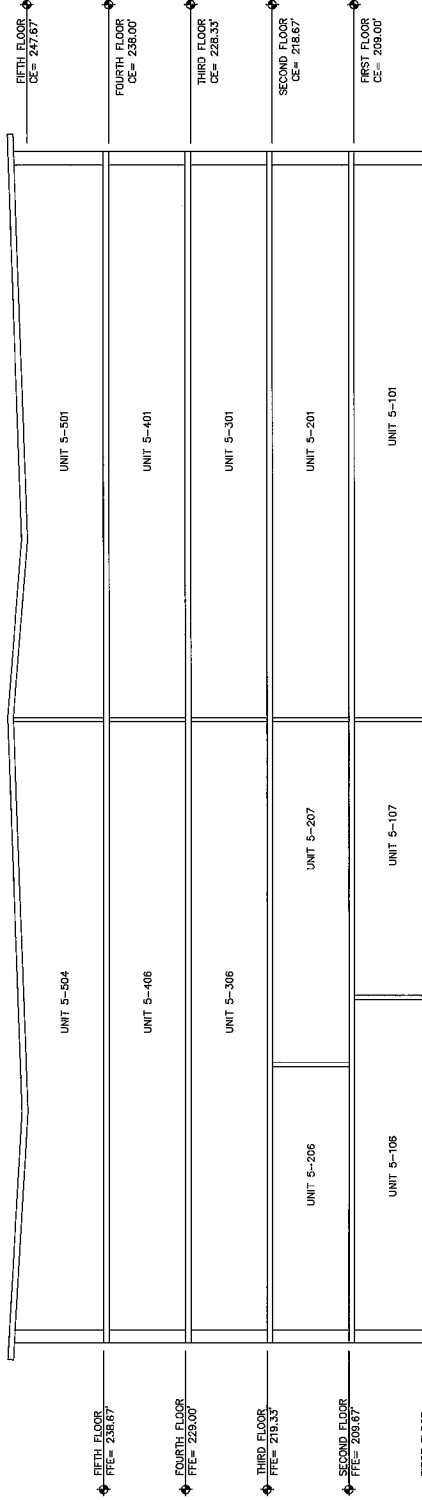
LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

OCTOBER 5, 2007 SCALE 1" = 10'

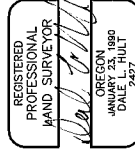
NOTES:
1. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM FROM BENCHMARK NO. 4628. A 2-1/2" BRASS DISK LOCATED AT THE SOUTHERN INTERSECTION OF NW 24TH AVENUE AND NW FLAINDERS AVENUE, NEAR NW WESTOVER ROAD. ELEVATION= 194.498'. CITY OF PORTLAND DATUM.



LEGEND:
CE= DENOTES CEILING ELEVATION
FFE= DENOTES FLOOR ELEVATION



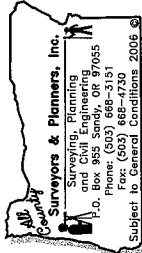
I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAN.



RENEWALS 07/01/09

I CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION BY AN ASSISTANT OR DEPUTY SURVEYOR.

CLIENT: MK DEVELOPMENT



FILE: 05-182 ELEVATIONS.DWG

CAMBRIDGE CONDOMINIUMS

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE: OCTOBER 5, 2007

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT CAMBRIDGE CONDOMINIUMS, LLC, AN OREGON LIMITED LIABILITY COMPANY...

CAMBRIDGE CONDOMINIUMS, LLC, AN OREGON LIMITED LIABILITY COMPANY

MARTIN T. KERNE, MEMBER

ACKNOWLEDGEMENT

STATE OF OREGON }
COUNTY OF MULTNOMAH }

KNOW ALL PERSONS BY THESE PRESENTS THAT BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF OREGON...

Signature: Stephanie Hendricks
Notary Public - Oregon
Commission Number: 401198
My Commission Expires: June 14, 2010

PLAT NOTES AND RESTRICTIONS

- 1. THIS CONDOMINIUM PLAT IS SUBJECT TO THE "DECLARATION SUBMITTING CAMBRIDGE CONDOMINIUMS TO CONDOMINIUM OWNERSHIP" RECORDED AS DOCUMENT NO. 2007-141620, MULTNOMAH COUNTY DEED RECORDS.
2. THE BASIS OF BEARINGS AND BOUNDARY DETERMINATION ARE PER SH 60132, MULTNOMAH COUNTY SURVEY RECORDS.
3. THIS CONDOMINIUM PLAT IS SUBJECT TO AN EASEMENT RECORDED AS FEE NO. 98-112975 MULTNOMAH COUNTY DEED RECORDS, IN FAVOR OF ADJACENT PROPERTY OWNERS FOR VIEW PURPOSES. (SEE ORIGINAL DOCUMENT FOR COMPLETE DETAILS)
4. THIS CONDOMINIUM PLAT IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND OTHER INSTRUMENTS RECORDED IN FEES NO. 98-105847, BOOK 964, PAGE 1740, RECORDED DECEMBER 26, 1973 AND BOOK 1080, PAGE 675, RECORDED JULY 10, 1975, MULTNOMAH COUNTY DEED RECORDS. (SEE ORIGINAL DOCUMENT FOR COMPLETE DETAILS)

MULTNOMAH COUNTY APPROVALS

APPROVED THIS 17th DAY OF December, 2007
By: Robert A. Harvill

ALL TAXES, FEES, ASSESSMENTS, OR OTHER CHARGES AS PROVIDED BY ORS 100.110 HAVE BEEN PAID AS OF December 17th, 2007.
DIRECTOR, DIVISION OF ASSESSMENT & TAXATION, MULTNOMAH COUNTY, OREGON

By: Jean Ahe

STATE OF OREGON
COUNTY OF MULTNOMAH

I DO HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM PLAT WAS RECEIVED FOR RECORD AND RECORDED

DECEMBER 13, 2007 AT 4:20 PM IN BOOK 1290 ON PAGES 90-127

By: M.C. Stearns
DEPUTY
DOCUMENT NO 2007-214619

SURVEYOR'S CERTIFICATE

I, DALE L. HULT, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ATTACHED PLAT OF SURVEY...

BEGINNING AT THE INITIAL POINT, A 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "ACSP# 503-668-3151" FOUND AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF NW IRVING STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF NW 24TH STREET...

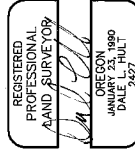
CERTIFICATE OF COMPLETION
CONTAINING 56,728 SQUARE FEET MORE OR LESS.

I, DALE L. HULT, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT OF "CAMBRIDGE CONDOMINIUMS" FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS AND BUILDINGS AND THAT CONSTRUCTION OF THE UNITS AND BUILDINGS, AS DEPICTED ON THE PLAT, HAS BEEN COMPLETED.

DATED THIS 3rd DAY OF December, 2007.

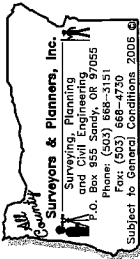
Signature: Dale L. Hult
DALE L. HULT
OREGON PLS 2427

I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT



RENEWALS 07/01/09
I CERTIFY THAT THIS SURVEY WAS PREPARED USING HP 51645A INK ON HWAN WMP POLYESTER FILM

CLIENT: MK DEVELOPMENT

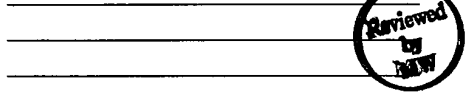


AFTER RECORDING, RETURN TO:

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk

E41 69 ATMCS
Total : 361.00

2007-214620 12/17/2007 04:20:13pm



PREPARED BY:

Howard M. Feuerstein
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204

**DECLARATION SUBMITTING
CAMBRIDGE CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

**CAMBRIDGE CONDOMINIUMS, LLC
Declarant**

69

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**DECLARATION SUBMITTING
CAMBRIDGE CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 15th day of October, 2007, by **CAMBRIDGE CONDOMINIUMS, LLC**, an Oregon limited liability company ("**Declarant**").

Declarant proposes to create a condominium to be known as Cambridge Condominiums, that will be located in the City of Portland, Multnomah County, Oregon. The purpose of this Declaration is to submit the property described in Article 2 below to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

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

Article 1

DEFINITIONS

When used in this Declaration the following terms shall have the following meanings:

1.1 "**Association**" means the association of unit owners established pursuant to Article 14 below.

1.2 "**Bylaws**" means the Bylaws of the Cambridge Condominiums Owners Association adopted pursuant to Section 14.4 below as the same may be amended from time to time.

1.3 "**Condominium**" means all of that property submitted to the condominium form of ownership by this Declaration plus any additional property annexed to the project pursuant to Article 15 below.

1.4 "**Declarant**" means Cambridge Condominiums, LLC, an Oregon limited liability company, and its successors and assigns.

1.5 "**Declaration**" means this Declaration as the same may hereafter be amended and any supplemental declaration annexing property to the Condominium.

1.6 "**Eligible Mortgage Holder**" means a holder of a first Mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below, but shall not include a contract vendor.

1.7 "**Eligible Mortgage Insurer or Guarantor**" means an insurer or governmental guarantor of a first Mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below.

1.8 “**House Units**” means the units in Building 1 through 5 labeled as such in the attached Exhibit B.

1.9 “**House Units**” means the House Units and Townhome Units.

1.10 “**Mortgage**” and “**Mortgagee**” mean, respectively, a recorded mortgage, trust deed or contract of sale that creates a lien against a unit, and the holder, beneficiary or vendor of such a mortgage, trust deed or contract of sale.

1.11 “**Parking Units**” means those units for parking of vehicles labeled as such in the attached Exhibit B.

1.12 “**Plat**” means the plat of Cambridge Condominiums recorded simultaneously with the recording of this Declaration.

1.13 “**Storage Units**” means those units for storage purposes labeled as such in the attached Exhibit B.

1.14 “**Townhome Units**” means the units in the townhome buildings labeled as such in any supplemental declaration annexing property to the Condominium.

1.15 **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.

Article 2

SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The property submitted to the Oregon Condominium Act by this Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The land submitted is located in the City of Portland, Multnomah County, Oregon, and is more particularly described in the attached Exhibit A. The property submitted includes the land so described, all buildings, improvements and structures, all easements, and rights and appurtenances located on, belonging to or used in connection with such land.

Article 3

NAME OF CONDOMINIUM

The name by which the Condominium shall be known is “**Cambridge Condominiums.**”

Article 4

UNITS

4.1 **General Description of Buildings**. Stage 1 consists of five buildings. Building 1 is three stories with one level of underground parking; Building 2 is four stories with one level

of underground parking; and Buildings 3, 4 and 5 are each five stories with two levels of underground parking. The buildings are of cement and steel construction with brick and veneer siding and flat membrane roofs.

4.2 **General Description, Location and Designation of Units.** Stage 1 contains 61 House Units, all of which are House Units, 109 Parking Units, and 63 Storage Units for a total of 233 units. The designation, location, description of boundaries and area in square feet of each unit are shown on the Plat and the attached Exhibit B.

4.3 **Boundaries of Units.**

(a) **House Units.** Each House Unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim. The House Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces, except those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the Condominium. All other portions of the walls, floors or ceilings shall be a part of the common elements. In addition, each unit shall include the following: (a) All spaces, nonbearing interior partitions, window glass, entrance and interior doors and door frames and all other fixtures and improvements within the boundaries of the unit; and (b) All outlets of utility and communications service lines, including but not limited to power, light, gas, hot and cold water, heating, refrigeration, air conditioning and waste disposal, security, cable television and telephone, within the boundaries of the unit, but shall not include any part of such lines or ducts themselves.

(b) **Parking Units.** Parking Units are bounded by the surface of floors, ceilings and perimeter walls (if any). Parking Units without perimeter walls are bounded by a vertical plane at the boundary shown on the Plat. Parking Units do not include the floor, ceiling or perimeter walls themselves.

(c) **Storage Units.** Storage Units are bounded by the surface of the bottoms, tops and perimeter walls. Storage Units do not include the bottoms, tops or perimeter walls themselves.

Article 5

GENERAL COMMON ELEMENTS

The general common elements consist of all portions of the Condominium that are not part of a unit or a limited common element, including, but not limited to, the following:

5.1 The land, pathways, driveways, fences and grounds.

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

5.3 Roofs, foundations, bearing and shear walls, perimeter walls, beams, columns and girders to the interior surfaces thereof, and window and exterior door frames.

5.4 Stairways, landings, hallways, lobbies, elevators, entrances and exits that are not part of a unit.

5.5 All other elements of the buildings and the Condominium necessary or convenient to their existence, maintenance and safety, or normally in common use, except as may be expressly designated in this Declaration as part of a unit or a limited common element.

Article 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 decks, each of which shall pertain to the unit that it adjoins as shown on the Plat.

6.2 The underground garage, except general common elements within the garage, Parking Units and Storage Units, shall be a limited common element pertaining to the House Units based upon the relative square footage of each such unit.

Article 7

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each unit will be entitled to an undivided ownership interest in the common elements determined by the ratio by which the square footage of the particular unit and its appurtenant limited common element deck or decks bears to the total square footage of all units and limited common element decks combined, as shown on the attached Exhibit B. Such allocation will change if additional stages are added to the condominium as is more particularly described in Section 15.4 below. Each unit's interest in the common elements shall be inseparable from the unit and any conveyance, encumbrance, judicial sale, or other transfer, voluntary or involuntary, of an undivided interest in the common elements shall be void unless the unit to which that interest is allocated is also transferred.

Article 8

COMMON PROFITS AND EXPENSES; VOTING

8.1 **Allocation of Common Profits and Expenses.** Except as specially allocated below, the common profits and common expenses of the Condominium shall be allocated to the owner of each unit according to the allocation of undivided interest of such unit in the common elements; provided, however, that upon the sale of each unit to a person other than a successor declarant, the purchaser shall make a contribution to the working capital of the Association equal to two month's of regular Association assessments for the unit as further described in the Bylaws. Except upon termination of the Condominium or as otherwise provided in the Bylaws with respect to damage, destruction or condemnation, any such common profits shall be used

solely for the purpose of maintaining, repairing and replacing the common elements or for other expenses or reserves of the Association.

(a) **House Units.** All costs of operating, maintaining, insuring, repairing and replacing the common elements of the garage structure and Buildings 1 through 5 and any other common elements that exclusively pertain to the House Units, Parking Units or Storage Units, including reserves for the same, shall be assessed exclusively to the House Units, Parking Units and Storage Units on the basis of the square footage of each such unit plus its limited common element deck or decks compared to all such units and decks combined.

(b) **Townhome Units.** All costs of operating, maintaining, insuring, repairing and replacing the common elements of the townhome buildings, including reserves for the same, shall be assessed to the Townhome Units on the basis of the square footage of each such unit plus its limited common element deck or decks compared to all such units and decks combined.

8.2 **Allocation of Voting Rights.** Each unit owner of a House Unit shall be entitled to a vote in the affairs of the Association equal to the owner's allocation of undivided interest in the common elements for each such unit owned by such owner; provided, however, that Declarant shall have five times the voting rights otherwise allocable to each House Unit owned by Declarant until the earlier of (a) when Declarant has sold and conveyed to a person other than a successor declarant 75 percent or more of the total number of units that Declarant may submit to the Condominium, or (b) three years after the date of the first conveyance of a unit to a person other than a successor declarant. No voting rights shall attach to Parking Units or Storage Units. The method of voting shall be as specified in the Bylaws.

Article 9

SERVICE OF PROCESS

The designated agent to receive service of process in cases provided in subsection (1) of ORS 100.550 is named in the Condominium Information Report that has been filed in accordance with ORS 100.250(1)(a).

Article 10

USE OF PROPERTY

Each unit is to be used for the purposes set forth below. 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 of such documents.

10.1 **House Units.** House Units shall be used for residential purposes as defined in the Bylaws.

10.2 **Parking Units.** Parking Units may be used only for parking of vehicles and for storage purposes provided such storage does not prevent use of the Parking Unit for parking of a vehicle, and may be owned only by Declarant, the Association or the owner of a House Unit in

the Condominium. Parking Units may not be used by any person other than Declarant, the Association or an owner or occupant or guest of a House Unit in the Condominium. Transfer of Parking Units by Declarant or by or among unit owners shall be accomplished by deed or other form of real property conveyance instrument.

10.3 **Storage Units**. Storage Units may be used only for storage purposes and may only be owned by Declarant, the Association or the owner of a House Unit in the Condominium. Storage Units may not be used by any person other than Declarant, the Association or an owner or occupant of a House Unit in the Condominium. Transfer of Storage Units by Declarant, the Association or by or among unit owners shall be accomplished by deed or other form of real property conveyance instrument. The Association by rule may regulate the storage of hazardous or flammable substances in Storage Units.

Article 11

MAINTENANCE OF COMMON ELEMENTS

11.1 **Responsibility for Maintenance**. 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.

11.2 **Mortgagee's Rights upon Failure to Maintain**. If the Mortgagee 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, at its option, may give a notice to the board of directors by delivering same to the registered agent, setting forth the particular defect that it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the Mortgagee, upon written notice to the registered agent that it is exercising its proxy rights, 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 on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.

11.3 **Rights of City Upon Failure to Maintain**. The provisions of this Declaration and of the Bylaws regarding the maintenance, repair and replacement of the common elements shall be deemed to be for the benefit of the City of Portland as well as the unit owners, and the City may enforce such provisions by appropriate proceedings at law or in equity. Without limitation to the foregoing, the City may deliver a written notice to the board of directors by delivering the same to the registered agent, setting forth the particular defect that it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 30 days after receipt of the notice, or, if such correction cannot reasonably be completed within such time, the Association fails within such time to commence and pursue the correction with reasonable diligence, then the City may take necessary curative action. In such event, the cost of correction by the City shall constitute a lien against each unit and its interest in the common elements based upon such unit's share of the common expenses as provided in this Declaration.

Article 12

EASEMENTS

12.1 **In General.** Each unit has an easement in and through each other unit and the common elements for all support elements and utility, wiring, heat, plumbing, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each unit and all the common elements are specifically subject to easements as required for the electrical wiring and plumbing for each unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common elements reserved by law. Each unit owner has an unrestricted right of ingress and egress to his or her unit. This right is perpetual and passes with the ownership of the unit.

12.2 **Encroachments.** Each unit and all common elements shall have an easement over all adjoining units and common elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection as long as the physical boundaries of the units are in substantial accord with the description of those boundaries that appears in the Declaration. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and the rights and obligations of owners shall not be altered in any way by the encroachment. This provision does not relieve a unit owner of liability in the case of willful misconduct of the unit owner, or relieve Declarant or any contractor, subcontractor or materialman from any liability as a result of failure to adhere to the Plat. The encroachments described in this Section 12.2 shall not be construed to be encumbrances affecting the marketability of title to any unit.

12.3 **Granting of Easements by Association.** Subject to the requirements of ORS 100.405(6), the Association may grant, execute, acknowledge and deliver on behalf of the unit owners leases, easements, rights-of-way, licenses, and similar interests affecting the common elements and consent to vacation of roadways within and adjacent to the Condominium. Any such instrument shall be executed by the chairperson and secretary of the Association. No such interest may be granted with regard to a limited common element unless the owners and Mortgagees of the units having the right to use such limited common element consent to and join in the instrument granting the interest.

12.4 **Right of Entry.** The board of directors of the Association, managing agent, manager or any other person authorized by the board of directors shall have the right to enter any unit and limited common element in the case of an emergency originating in or threatening such unit or other condominium property, whether or not the owner is present at the time. Such persons shall also have the right to enter any unit and limited common element for the purpose of performing installations, 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 this Declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

12.5 **Easements for Declarant.** Declarant and Declarant's agents, successors and assigns shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of constructing additional stages and completing or making repairs to existing structures for the purpose of carrying out sales and rental activities necessary or convenient for the sale or rental of units, including, without limitation, the right to use the units owned by Declarant as model units and the right to use a unit as a sales office, and for the purpose of discharging any other obligation of Declarant or exercising any other special Declarant right, whether arising under the Oregon Condominium Act or reserved in this Declaration or the Bylaws. For a period of ten (10) years following recording of this Declaration, Declarant shall have a right to inspect the common elements of the Condominium and the Association's records regarding inspections and maintenance of the Condominium.

12.6 **Reservation of Easements for Future Development.** Until such time, if ever, that the real property described in Exhibit C has been annexed to the Condominium, Declarant hereby reserves (a) a nonexclusive easement for ingress and egress over all roadways and driveways within the Condominium, and (b) an easement for the maintenance and use of all existing utility lines and systems within the Condominium, including without limitation water, sewer, gas, electrical, telephone, communication and cable television systems. Such easements shall be for the benefit of and shall run with the ownership of the entire remainder of the proposed project site, more particularly described in the attached Exhibit C, and each and every portion thereof, whether or not such property is annexed to the Condominium as provided in Article 15 below.

Article 13

APPROVAL BY MORTGAGEES

13.1 **Notice of Action.** Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the unit number or address of the unit on which it has (or insures or guarantees) the Mortgage, any such Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor shall be entitled to timely written notice of the following:

(a) Any condemnation or casualty loss that affects a material portion of the Condominium or affects the unit securing its Mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by an owner of any unit on which it holds the Mortgage.

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

(d) Any proposed action that would require consent of a specified percentage of Eligible Mortgage Holders as required by this article.

13.2 **Termination and Amendment to Documents.**

(a) The approval of Eligible Mortgage Holders holding Mortgages on units that have at least 67 percent of the voting rights of units subject to Mortgages held by Eligible

Mortgage Holders shall be required to terminate the legal status of the project as a condominium for reasons other than substantial destruction or condemnation of the property.

(b) Except when a greater percent is required by the Declaration or Bylaws, or a greater or lesser percent is required by the Oregon Condominium Act, the consent of the owners of units holding at least 67 percent of the voting rights and the approval of Eligible Mortgage Holders holding Mortgages on units that have at least 51 percent of the voting rights of the units subject to Mortgages held by Eligible Mortgage Holders shall be required for any amendments of a material nature to the Declaration or Bylaws. Any amendment to the Declaration or Bylaws that changes any of the provisions of such documents governing the following shall constitute a material change:

- (1) Voting rights;
- (2) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or the priority of such liens;
- (3) Reduction in reserves for maintenance, repair and replacement of the common elements;
- (4) Responsibility for maintenance and repairs;
- (5) Reallocation of interests in the general or limited common elements, or rights to their use;
- (6) The boundaries of any unit;
- (7) Convertibility of units into common elements or of common elements into units;
- (8) Except as provided in Article 15, expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (9) Hazard or fidelity insurance requirements;
- (10) Imposition of any restrictions on the leasing of units;
- (11) Imposition of any restriction on the right of a unit owner to sell or transfer his or her unit;
- (12) A decision by the Association to establish self-management when professional management had been required previously by this Declaration, the Bylaws or an Eligible Mortgage Holder;
- (13) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than specified in this Declaration or the Bylaws;

(14) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

(15) Any provisions that expressly benefit Mortgage holders, insurers or guarantors.

(c) An addition or amendment to the Declaration or Bylaws shall not be considered material for purposes of Section 13.2(b) if it is for the purpose of correcting technical errors, or for clarification only. Any Eligible Mortgage Holder who receives a written request to approve any termination, additions or amendments and who does not deliver or post to the requesting party a negative response within 30 days shall after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, return receipt requested, be deemed to have approved such request.

13.3 **Additional Approvals.** In addition to any other approvals required by the Oregon Condominium Act, this Declaration or the Bylaws, the prior written approval of two-thirds of the holders of first Mortgages on units in the Condominium (based upon one vote for each first Mortgage owned) or unit owners (other than Declarant) must be obtained for the following:

(a) Abandonment or termination of the Condominium regime.

(b) Except as provided in Article 15, any change in the pro rata interest or obligations of any individual unit for (a) purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each unit in the common elements.

(c) The partition or subdivision of any unit.

(d) Abandonment, partition, subdivision, encumbrance, 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.

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

13.4 **Notice to First Mortgagees of Defaults.** Any first Mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the owner of the Mortgaged unit of any obligation under this Declaration, the rules and regulations or the Bylaws that is not cured within 60 days.

Article 14

ASSOCIATION OF UNIT OWNERS

14.1 **Organization.** Upon the recording of this Declaration an association of unit owners shall be organized to serve as a means through which the unit owners may take action with regard to the administration, management and operation of the Condominium. The name of this association shall be "Cambridge Condominiums Owners Association," and the Association shall be an Oregon nonprofit corporation.

14.2 **Membership; Board of Directors.** Each unit owner shall be a member of the Association. The affairs of the Association shall be governed by a board of directors as provided in the Bylaws.

14.3 **Powers and Duties.** The Association shall have such powers and duties as may be granted to it by the Oregon Condominium Act, including each of the powers set forth in ORS 100.405(4), together with such additional powers and duties afforded it by this Declaration or the Bylaws.

14.4 **Adoption of Bylaws, Declarant Control of Association.** Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association, which Bylaws are attached as Exhibit D. Declarant specifically reserves the right to control the Association by appointing the interim directors of the Association until the organizational and turnover meeting of the Association has been held and the unit owners have elected regular directors as provided in Sections 2.2 and 3.4 of the Bylaws. In addition, Declarant shall have the right to consent to any amendment to the Declaration or the Bylaws as provided in Section 16.2 below and Section 9.2 of the Bylaws, and a weighted vote in the Association as provided in Section 8.2 above.

Article 15

PLAN OF DEVELOPMENT

The Condominium may be developed in stages. By recording this Declaration, Declarant hereby submits Stage 1 to the Condominium form of ownership. Declarant reserves the right to add additional stages to the Condominium and to annex such additional stages by recording supplements to this Declaration pursuant to ORS 100.120, together with a plat of the stage being annexed bearing a completion certificate as required by ORS 100.120 and 100.115.

15.1 **Maximum Number of Units.** If fully developed, the Condominium shall contain not more than 70 House Units, 109 Parking Units and 65 Storage Units for a total of not more than 244 units.

15.2 **Termination Date.** No additional stage may be added more than three years after the recording of this Declaration. The period may be extended not to exceed two years by an amendment adopted pursuant to Section 16.2.

15.3 **Additional Common Elements.** Declarant does not propose to include in future stages any common elements that would substantially increase the proportionate amount of the common expenses payable by owners of units in Stage 1.

15.4 **Allocation of Interests in Common Elements.** The allocation of undivided interests in the common elements of units in Stage 1 will change if additional stages are annexed to the Condominium. Such allocation shall be determined as provided in Article 7 above.

15.5 **Legal Description of Additional Stages.** A legal description of the property on which the additional stages would be located is included in the attached Exhibit C.

Article 16

AMENDMENT

16.1 **How Proposed.** Amendments to the Declaration shall be proposed by either a majority of the board of directors or by unit owners holding thirty percent (30%) or more of the voting rights. 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 or attached to any request for consent to the amendment.

16.2 **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 unit owners holding 75 percent of the voting rights of the Condominium, without regard to any weighted vote otherwise allocable to units owned by Declarant, and by Mortgagees to the extent required by Article 13. Declarant's prior written consent shall also be required until annexation of the last stage of the Condominium and so long as Declarant owns 25 percent or more of the total number of units that may be submitted to the Condominium, but no such consent shall be required after three years from the date of conveyance of the first unit to a person other than a successor declarant. Except as provided in Article 15 and otherwise permitted by the Oregon Condominium Act, no amendment may change the size, location, allocation of undivided interest in the common elements, the method of determining liability for common expenses, the method of determining the right to common profits, or the method of determining voting rights of any unit unless such amendment has been approved by the owners and Mortgagees of the affected unit. Any amendment that would limit or diminish any special Declarant rights established in this Declaration or the Bylaws, including, without limitation, any amendment that could unreasonably interfere with the sale, lease or other disposition of units owned by Declarant or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved for the Declarant or which would impose any discriminatory charge or fee against the Declarant, shall require the written consent of Declarant and Declarant's Mortgagee.

16.3 **Regulatory Amendments.** Notwithstanding the provisions of Section 16.2 above, until the turnover meeting as described in the Bylaws has occurred, Declarant shall have the right to amend this Declaration or the Bylaws in order to comply with the requirements of the Federal Housing Administration; the United States Department of Veterans Affairs; the Rural Development or the Farm Service Agency of the United States Department of Agriculture; the

Federal National Mortgage Association; the Government National Mortgage Association; the Federal Home Mortgage Loan Corporation; any department, bureau, board, commission or agency of the United States or the State of Oregon; or any corporation wholly owned, directly or indirectly by the United States or the State of Oregon that insures, guarantees or provides financing for a condominium or units in a condominium.

16.4 **Recordation**. The amendment shall be effective upon recordation in the Deed Records of Multnomah County, Oregon, of the Declaration as amended or of the amendment thereto, certified to by the chairperson and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Oregon Condominium Act, and approved by the county assessor and the Real Estate Commissioner if such approvals are required by the Oregon Condominium Act.

Article 17

SEVERABILITY

Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the Bylaws.

Article 18

APPLICABILITY

Each unit owner, including Declarant as to any unsold unit, shall be subject to all of the rights and duties assigned to unit owners under the terms of the Declaration and Bylaws. All present and future owners, tenants, subtenants and occupants of units, and all present and future employees, agents, visitors and licensees of unit owners, shall be subject to and comply with the provisions of this Declaration, the Bylaws and all rules and regulations adopted thereunder, as they may be amended from time to time.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first set forth above.

CAMBRIDGE CONDOMINIUMS, LLC,
an Oregon limited liability company

By [Signature]
Martin T. Kehoe, Member

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 15 day of October 2007 by Martin T. Kehoe, Member of Cambridge Condominiums, LLC, an Oregon limited liability company, on its behalf.



Linda Lee Olietti
Notary Public for Oregon
My commission expires: May 24, 2008
Commission No.: 381105

The foregoing Declaration is approved this 17th day of December, 2007.

ASSESSOR AND TAX COLLECTOR
FOR MULTNOMAH COUNTY

By [Signature]

The foregoing Declaration is approved pursuant to ORS 100.110 this 13th day of December, 2007 and in accordance with ORS 100.110(7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.

OREGON REAL ESTATE COMMISSIONER

By [Signature]
Laurie Skillman

EXHIBIT A

Legal Description

LOCATED IN THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, A 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "ACS&P 503-668-3151" FOUND AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF NW IRVING STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF NW 24TH AVENUE, AND BEING S88°32'43"W, 60.00 FEET FROM THE NW CORNER OF LOT 15, BLOCK 13, KINGS SECOND ADDITION, MULTNOMAH COUNTY PLAT RECORDS, WHICH IS REFERENCED BY A BRASS SCREW FALLING S88°32'43"W, 4.00 FEET, THENCE S01°27'41"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET; THENCE S88°32'43"W, A DISTANCE OF 54.20 FEET; THENCE S01°27'41"E, A DISTANCE OF 205.00 FEET; THENCE N88°32'43"E, A DISTANCE OF 8.00 FEET; THENCE S01°27'41"E, A DISTANCE OF 57.00 FEET; THENCE N88°32'43"E, A DISTANCE OF 46.20 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF NW 24TH AVENUE; THENCE S01°27'41"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 285.04 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NW WESTOVER ROAD; THENCE N23°40'00"W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 189.36 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, N28°45'00"W, A DISTANCE OF 374.04 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, N32°59'15"W, A DISTANCE OF 54.38 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF NW IRVING STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N88°32'43"E, A DISTANCE OF 271.48 FEET TO THE INITIAL POINT.

EXHIBIT B**Unit Square Footages and Undivided Interests**

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
1-101	House	1215	52	1267	1267/132932	1267/110466
1-102	House	1094	40	1134	1134/132932	1134/110466
1-201	House	1233	52	1285	1285/132932	1285/110466
1-202	House	1098	42	1140	1140/132932	1140/110466
1-300	House	1853	217	2070	2070/132932	2070/110466
2-101	House	1719	53	1772	1772/132932	1772/110466
2-102	House	1796	n/a	1796	1796/132932	1796/110466
2-201	House	1772	176	1948	1948/132932	1948/110466
2-202	House	1771	131	1902	1902/132932	1902/110466
2-301	House	1791	176	1967	1967/132932	1967/110466
2-302	House	1774	131	1905	1905/132932	1905/110466
2-400	House	3445	501	3946	3946/132932	3946/110466
3-101	House	1842	149	1991	1991/132932	1991/110466
3-102	House	1318	88	1406	1406/132932	1406/110466
3-201	House	1817	149	1966	1966/132932	1966/110466
3-202	House	1403	88	1491	1491/132932	1491/110466
3-301	House	1819	149	1968	1968/132932	1968/110466
3-302	House	1410	88	1498	1498/132932	1498/110466
3-401	House	1819	149	1968	1968/132932	1968/110466
3-402	House	1410	88	1498	1498/132932	1498/110466
3-500	House	3606	237	3843	3843/132932	3843/110466
4-101	House	1739	137	1876	1876/132932	1876/110466
4-102	House	1852	128	1980	1980/132932	1980/110466
4-201	House	1795	137	1932	1932/132932	1932/110466
4-202	House	1828	163	1991	1991/132932	1991/110466
4-301	House	1802	137	1939	1939/132932	1939/110466
4-302	House	1842	163	2005	2005/132932	2005/110466
4-401	House	1807	137	1944	1944/132932	1944/110466
4-402	House	1838	163	2001	2001/132932	2001/110466
4-501	House	1807	137	1944	1944/132932	1944/110466
4-502	House	1846	163	2009	2009/132932	2009/110466
5-101	House	1689	148	1837	1837/132932	1837/110466
5-102	House	1129	66	1195	1195/132932	1195/110466

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
5-103	House	879	45	924	924/132932	924/110466
5-104	House	1954	160	2114	2114/132932	2114/110466
5-105	House	1472	97	1569	1569/132932	1569/110466
5-106	House	1228	52	1280	1280/132932	1280/110466
5-107	House	1106	50	1156	1156/132932	1156/110466
5-201	House	1743	148	1891	1891/132932	1891/110466
5-202	House	1132	66	1198	1198/132932	1198/110466
5-203	House	874	45	919	919/132932	919/110466
5-204	House	1959	160	2119	2119/132932	2119/110466
5-205	House	1474	97	1571	1571/132932	1571/110466
5-206	House	1228	52	1280	1280/132932	1280/110466
5-207	House	1112	50	1162	1162/132932	1162/110466
5-301	House	1752	148	1900	1900/132932	1900/110466
5-302	House	1133	66	1199	1199/132932	1199/110466
5-303	House	872	45	917	917/132932	917/110466
5-304	House	1900	160	2060	2060/132932	2060/110466
5-305	House	1505	97	1602	1602/132932	1602/110466
5-306	House	2295	264	2559	2559/132932	2559/110466
5-401	House	1752	148	1900	1900/132932	1900/110466
5-402	House	1132	66	1198	1198/132932	1198/110466
5-403	House	879	45	924	924/132932	924/110466
5-404	House	1972	160	2132	2132/132932	2132/110466
5-405	House	1504	93	1597	1597/132932	1597/110466
5-406	House	2296	196	2492	2492/132932	2492/110466
5-501	House	2035	408	2443	2443/132932	2443/110466
5-502	House	1624	45	1669	1669/132932	1669/110466
5-503	House	3179	472	3651	3651/132932	3651/110466
5-504	House	2430	196	2626	2626/132932	2626/110466
P1.1	Parking	150		150	150/132932	
P1.2	Parking	169		169	169/132932	
P1.3	Parking	169		169	169/132932	
P1.4	Parking	190		190	190/132932	
P1.5	Parking	130		130	130/132932	
P1.6	Parking	168		168	168/132932	
P1.7	Parking	168		168	168/132932	
P1.8	Parking	155		155	155/132932	
P1.9	Parking	175		175	175/132932	

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
P1.10	Parking	148		148	148/132932	
P1.11	Parking	166		166	166/132932	
P1.12	Parking	163		163	163/132932	
P1.13	Parking	184		184	184/132932	
P1.14	Parking	166		166	166/132932	
P1.15	Parking	187		187	187/132932	
P1.16	Parking	168		168	168/132932	
P1.17	Parking	189		189	189/132932	
P1.18	Parking	199		199	199/132932	
P1.19	Parking	194		194	194/132932	
P1.20	Parking	216		216	216/132932	
P1.21	Parking	242		242	242/132932	
P1.22	Parking	224		224	224/132932	
P1.23	Parking	163		163	163/132932	
P1.24	Parking	197		197	197/132932	
P1.25	Parking	162		162	162/132932	
P1.27	Parking	186		186	186/132932	
P1.28	Parking	199		199	199/132932	
P1.29	Parking	180		180	180/132932	
P1.30	Parking	191		191	191/132932	
P1.31	Parking	176		176	176/132932	
P1.32	Parking	198		198	198/132932	
P1.33	Parking	160		160	160/132932	
P1.34	Parking	177		177	177/132932	
P1.35	Parking	199		199	199/132932	
P1.36	Parking	195		195	195/132932	
P1.37	Parking	156		156	156/132932	
P1.38	Parking	219		219	219/132932	
P1.39	Parking	222		222	222/132932	
P1.40	Parking	174		174	174/132932	
P1.41	Parking	143		143	143/132932	
P1.42	Parking	190		190	190/132932	
P1.43	Parking	170		170	170/132932	
P1.44	Parking	177		177	177/132932	
P1.45	Parking	192		192	192/132932	
P1.46	Parking	301		301	301/132932	
P1.47	Parking	147		147	147/132932	
P1.48	Parking	153		153	153/132932	

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
P2.1	Parking	169		169	169/132932	
P2.2	Parking	151		151	151/132932	
P2.3	Parking	171		171	171/132932	
P2.4	Parking	152		152	152/132932	
P2.5	Parking	186		186	186/132932	
P2.6	Parking	147		147	147/132932	
P2.7	Parking	168		168	168/132932	
P2.8	Parking	143		143	143/132932	
P2.9	Parking	162		162	162/132932	
P2.10	Parking	143		143	143/132932	
P2.11	Parking	162		162	162/132932	
P2.12	Parking	154		154	154/132932	
P2.13	Parking	174		174	174/132932	
P2.14	Parking	167		167	167/132932	
P2.15	Parking	189		189	189/132932	
P2.16	Parking	166		166	166/132932	
P2.17	Parking	187		187	187/132932	
P2.18	Parking	163		163	163/132932	
P2.19	Parking	184		184	184/132932	
P2.20	Parking	176		176	176/132932	
P2.21	Parking	179		179	179/132932	
P2.22	Parking	171		171	171/132932	
P2.23	Parking	180		180	180/132932	
P2.24	Parking	191		191	191/132932	
P2.25	Parking	204		204	204/132932	
P2.26	Parking	254		254	254/132932	
P2.27	Parking	141		141	141/132932	
P2.28	Parking	190		190	190/132932	
P2.29	Parking	197		197	197/132932	
P2.30	Parking	157		157	157/132932	
P2.31	Parking	229		229	229/132932	
P2.32	Parking	202		202	202/132932	
P2.33	Parking	186		186	186/132932	
P2.34	Parking	195		195	195/132932	
P2.35	Parking	184		184	184/132932	
P2.36	Parking	196		196	196/132932	
P2.37	Parking	162		162	162/132932	

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
P2.38	Parking	176		176	176/132932	
P2.39	Parking	176		176	176/132932	
P2.40	Parking	156		156	156/132932	
P2.41	Parking	183		183	183/132932	
P2.42	Parking	213		213	213/132932	
P2.43	Parking	165		165	165/132932	
P2.44	Parking	180		180	180/132932	
P2.45	Parking	223		223	223/132932	
P2.46	Parking	220		220	220/132932	
P2.47	Parking	178		178	178/132932	
P2.48	Parking	197		197	197/132932	
P2.49	Parking	194		194	194/132932	
P2.50	Parking	176		176	176/132932	
P2.51	Parking	217		217	217/132932	
P2.52	Parking	239		239	239/132932	
P2.53	Parking	203		203	203/132932	
P2.54	Parking	176		176	176/132932	
P2.55	Parking	158		158	158/132932	
P2.56	Parking	140		140	140/132932	
P2.57	Parking	148		148	148/132932	
P2.58	Parking	213		213	213/132932	
P2.59	Parking	141		141	141/132932	
P2.60	Parking	203		203	203/132932	
P2.61	Parking	203		203	203/132932	
P2.62	Parking	181		181	181/132932	
L1	Storage	30		30	30/132932	
L2	Storage	29		29	29/132932	
L3	Storage	29		29	29/132932	
L4	Storage	42		42	42/132932	
L5	Storage	42		42	42/132932	
L6	Storage	30		30	30/132932	
L7	Storage	28		28	28/132932	
L8	Storage	27		27	27/132932	
L9	Storage	26		26	26/132932	
L10	Storage	32		32	32/132932	
L11	Storage	28		28	28/132932	
L12	Storage	27		27	27/132932	

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
L13	Storage	27		27	27/132932	
L14	Storage	24		24	24/132932	
L15	Storage	48		48	48/132932	
L16	Storage	55		55	55/132932	
L17	Storage	42		42	42/132932	
L18	Storage	39		39	39/132932	
L19	Storage	35		35	35/132932	
L20	Storage	37		37	37/132932	
L21	Storage	36		36	36/132932	
L22	Storage	50		50	50/132932	
L23	Storage	54		54	54/132932	
L24	Storage	48		48	48/132932	
L25	Storage	54		54	54/132932	
L26	Storage	53		53	53/132932	
L27	Storage	52		52	52/132932	
L28	Storage	50		50	50/132932	
L29	Storage	53		53	53/132932	
L30	Storage	43		43	43/132932	
L31	Storage	43		43	43/132932	
L32	Storage	60		60	60/132932	
L33	Storage	37		37	37/132932	
L34	Storage	60		60	60/132932	
L35	Storage	39		39	39/132932	
L36	Storage	66		66	66/132932	
L37	Storage	29		29	29/132932	
L38	Storage	25		25	25/132932	
L39	Storage	27		27	27/132932	
L40	Storage	29		29	29/132932	
L41	Storage	33		33	33/132932	
U1	Storage	32		32	32/132932	
U2	Storage	27		27	27/132932	
U3	Storage	35		35	35/132932	
U4	Storage	54		54	54/132932	
U5	Storage	132		132	132/132932	
U6	Storage	70		70	70/132932	
U7	Storage	67		67	67/132932	
U8	Storage	81		81	81/132932	

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
U9	Storage	53		53	53/132932	
U10	Storage	49		49	49/132932	
U11	Storage	50		50	50/132932	
U12	Storage	53		53	53/132932	
U13	Storage	32		32	32/132932	
U14	Storage	39		39	39/132932	
U15	Storage	39		39	39/132932	
U16	Storage	42		42	42/132932	
U17	Storage	39		39	39/132932	
U18	Storage	48		48	48/132932	
U19	Storage	24		24	24/132932	
U20	Storage	49		49	49/132932	
U21	Storage	37		37	37/132932	
U22	Storage	58		58	58/132932	
				132932		

NOTICE

THE SQUARE FOOTAGE AREAS STATED IN THIS DECLARATION AND THE PLAT ARE BASED ON THE BOUNDARIES OF THE UNITS AS DESCRIBED IN THIS DECLARATION AND MAY VARY FROM THE AREA OF UNITS CALCULATED FOR OTHER PURPOSES.

EXHIBIT C

Future Stage

A PORTION OF A TRACT OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, MULTNOMAH COUNTY, OREGON, RECORDED AS FEE NO. 2002-236680, MULTNOMAH COUNTY DEED RECORDS OR DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "ACS&P 503-668-3151" ON THE WESTERLY RIGHT OF WAY LINE OF NW 24TH AVENUE BEING S88°32'43"W, 60.00 FEET FROM THE NW CORNER OF LOT 16, BLOCK 13, KINGS SECOND ADDITION, MULTNOMAH COUNTY PLAT RECORDS; THENCE SOUTH 01°27'41" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SW 24TH AVENUE, 7.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°32'43" WEST, A DISTANCE OF 54.20 FEET; THENCE SOUTH 01°27'41" EAST A DISTANCE OF 205.00 FEET; THENCE NORTH 88°32'43" EAST A DISTANCE OF 8.00 FEET; THENCE SOUTH 01°27'41" EAST A DISTANCE OF 57.00 FEET; THENCE NORTH 88°32'43" EAST A DISTANCE OF 46.20 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID SW 24TH AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 01°27'41" WEST A DISTANCE OF 262.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT D

BYLAWS

OF

CAMBRIDGE CONDOMINIUMS OWNERS ASSOCIATION

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**BYLAWS OF
CAMBRIDGE CONDOMINIUMS OWNERS ASSOCIATION**

Article 1

PLAN OF CONDOMINIUM OWNERSHIP

1.1 **Name and Location.** These are the bylaws of the **CAMBRIDGE CONDOMINIUMS OWNERS ASSOCIATION** (the “**Association**”). Cambridge Condominiums (the “**Condominium**”) is located in the City of Portland, Multnomah County, Oregon, and has been submitted to the Oregon Condominium Act by a declaration recorded simultaneously with these Bylaws and by Supplemental Declaration, if any, annexing property to the Condominium (collectively, the “**Declaration**”). The location of the Condominium is more specifically described in the Declaration.

1.2 **Principal Office.** The principal office of the Association shall be located at such address as may be designated by the board of directors from time to time.

1.3 **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 Condominium.

1.4 **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 that may be adopted pursuant to these Bylaws.

1.5 **Composition of Association.** The Association shall be composed of all the unit owners of the Condominium, including Cambridge Condominiums, LLC, and its successors and assigns (the “**Declarant**”), and the Association, itself, to the extent any of these own any unit or units of the Condominium.

1.6 **Incorporation.** The Association shall be incorporated under the Oregon Non-Profit Corporation Law. The Articles of Incorporation of the Association shall be consistent with the Declaration and these Bylaws, and these Bylaws shall constitute the bylaws of the incorporated association.

1.7 **Definitions.** The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

Article 2

MEETINGS OF ASSOCIATION

2.1 **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.

2.2 **Turnover Meeting.** Within three years after the date of conveyance of the first unit to a person other than a successor declarant, or within ninety (90) days after Declarant has sold and conveyed to a person other than a successor declarant seventy-five percent (75%) or more of the total number of units that Declarant may submit to the Condominium, whichever is earlier, the Declarant shall call the first meeting of the unit owners to organize the Association and to elect directors. If a quorum of the unit owners is present, the unit owners shall elect not fewer than the number of directors sufficient to constitute a quorum of the board of directors. Notice of such meeting shall be given to all owners as provided in Section 2.5. If Declarant fails to call the meeting, the meeting may be called and notice given by any unit owner or Mortgagee of a unit. The expense of giving notice shall be paid or reimbursed by the Association. At the meeting, Declarant shall deliver to the Association such information and documents as may be required by the Oregon Condominium Act. Nothing in this Section shall be construed as preventing the Declarant from calling the organizational and turnover meeting prior to such date, or from calling informal, informational meetings of the unit owners.

2.3 **Annual Meetings.** The annual meetings of the Association shall be held on such date each year as may be established by the board of directors from time to time, or if the board does not establish such a date, then in the month of February at such hour and on such date as the chairperson may designate, or if the chairperson 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 purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

2.4 **Special Meetings.** Special meetings of the Association may be called by the chairperson or by a majority of the board of directors, and must be called by the chairperson or secretary upon receipt of a written request from at least thirty percent (30%) of the voting rights stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of meeting.

2.5 **Notice of Meetings.** Notice of the annual meeting and all other meetings of the Association stating the time and place and the purpose or purposes for which the meeting is being called shall be given by the chairperson or secretary. Notice must be given in writing by mail or, to the extent permitted by law, by electronic mail, facsimile or other form of electronic communication acceptable to the board of directors not less than 10 days nor more than 50 days prior to the date of the meeting to each unit owner. If mailed, it shall be sent to the owner at his or her address as it appears on the books of the Association. A copy shall be sent to any first Mortgagee requesting such notice. Proof of such notice shall be given by the affidavit of the person giving the notice. For a period of 10 years following recording of the Declaration, notices of meetings (including agendas) shall also be given to Declarant (or any designee of Declarant specified in any written notice to the Association) in the same manner as given to unit owners, and Declarant or a representative of Declarant shall be entitled to attend such meetings. Notice of meeting may be waived by any unit owner before or after meetings. When a meeting is adjourned for less than 30 days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

2.6 **Voting.** Each owner of a Living Unit shall have a vote equal to the unit's allocation of undivided interest in the common elements of the Condominium; provided,

however, that Declarant shall have five times the voting rights otherwise allocable to each Living Unit owned by Declarant until the earlier of (a) when Declarant has sold and conveyed to a person other than a successor declarant 75 percent or more of the total number of units that Declarant may submit to the Condominium, or (b) three years after the date of the first conveyance of a unit to a person other than a successor declarant. No voting rights shall attach to Parking Units or Storage Units. The Declarant shall be entitled to vote as the unit owner of any then existing Living Units retained by the Declarant, and the board of directors shall be entitled to vote on behalf of any Living Unit that 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 election of directors.

2.7 **Casting of Votes and Consents.** The voting rights or consent of a unit owner may be cast in person at a meeting of the Association or, at the discretion of the board of directors, by proxy in accordance with paragraph (a) of this Section, by absentee ballot in accordance with paragraph (b) of this Section, by written ballot in accordance with paragraph (c) of this Section, or by any other method specified in the Declaration, these Bylaws or the Oregon Condominium Act.

(a) **Proxies.** A proxy must be dated and signed by the unit owner, is not valid if it is undated or purports to be revocable without notice, and terminates one year after its date unless the proxy specifies a shorter term. The board of directors may not require that a proxy be on a form prescribed by the board. A unit owner may not revoke a proxy given pursuant to this paragraph except by actual notice of revocation to the person presiding over a meeting of the Association or to the board of directors if a vote is being conducted by written ballot in lieu of a meeting. A copy of a proxy in compliance with this paragraph provided to the Association by facsimile, electronic mail or other means of electronic communication utilized by the board of directors is valid.

(b) **Absentee Ballots.** An absentee ballot, if authorized by the board of directors, shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by absentee ballot shall include instructions for delivery of the completed absentee ballot, including the delivery location and instructions about whether the ballot may be canceled if the ballot has been delivered according to the instructions. An absentee ballot shall be counted as a unit owner present for the purpose of establishing a quorum. Even if an absentee ballot has been delivered to a unit owner, the unit owner may vote in person at a meeting if the unit owner has returned the absentee ballot and canceled the absentee ballot, if cancellation is permitted in the instructions given under this paragraph.

(c) **Ballot Meetings.** At the discretion of the board of directors, any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting by written ballot to the extent and in the manner provided in ORS 100.425.

(d) **Electronic Ballots.** To the extent authorized by the board of directors and permitted by the Oregon Condominium Act, any vote, approval or consent of a unit owner maybe given by electronic ballot.

(e) **Mortgages.** A unit owner may pledge or assign such owner's 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 under these Bylaws 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. Any first Mortgagee may designate a representative to attend all or any meetings of the Association.

2.8 **Fiduciaries and Joint Owners.** An executor, administrator, guardian or trustee may vote or grant consent with respect to any unit owned or held in such capacity, whether or not the specific right has been transferred to his or her name; provided, that such person shall satisfy the secretary that he or she is the executor, administrator, guardian or trustee, holding the unit in that 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, in the absence of protest by a co-owner. In the event of disagreement among the co-owners, the vote of the unit shall be disregarded completely in determining the proportion of votes given with respect to such matter unless a valid court order establishes the authority of a co-owner to vote.

2.9 **Tenants and Contract Vendors.** Unless otherwise expressly stated in the rental agreement or lease, all voting rights allocated to a unit shall be exercised by the owner/landlord. Unless otherwise stated in the contract, all voting rights allocated to a unit shall be exercised by the vendee of any recorded land sale contract on the unit.

2.10 **Quorum of Unit Owners.** At any meeting of the Association, members holding 20 percent of the voting rights, present in person, by proxy or by absentee ballot, if permitted by the board of directors, 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 of the meeting 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.

2.11 **Majority Vote.** The vote of the holders of more than fifty percent (50%) of the voting rights, 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.

2.12 **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.

2.13 **Rules of Order.** Unless other rules of order are adopted by resolution of the Association or the board of directors, all meetings of the Association shall be conducted according to the latest edition of *Robert's Rules of Order* published by Robert's Rules Association.

Article 3

BOARD OF DIRECTORS

3.1 **Number and Qualification.** The affairs of the Association shall be governed by a board of directors composed of one (1) to three (3) interim directors or three (3) to five (5) regular directors, as provided in Sections 3.2 and 3.4 of this Article. All directors, other than interim directors appointed by Declarant, shall be owners or co-owners of units of the Condominium. For purposes of this Section, the officers members, partners and any duly appointed employees of any corporation, limited liability company or partnership shall be considered co-owners of any units owned by such corporation, limited liability company or partnership.

3.2 **Interim Directors.** Upon the recording of the Declaration submitting the Condominium to the Oregon Condominium Act the Declarant shall appoint an interim board of one (1) to three (3) directors, who shall serve until replaced by Declarant or their successors have been elected by the unit owners as provided below.

3.3 **Transitional Committee.** Unless the organizational and turnover meeting described in Section 2.2 above has already been held, Declarant shall call a meeting of the unit owners for the purpose of forming a transitional committee. The meeting shall be called within sixty (60) days of conveyance to persons other than Declarant of fifty percent (50%) of the total number of units that Declarant may submit to the Condominium. Declarant shall give notice of the meeting as provided in Section 2.5 above. The committee shall consist of two or more members elected by the unit owners other than Declarant and not more than one representative of Declarant. The members shall serve until the organizational and turnover meeting. The transitional committee shall be advisory only and its purpose shall be to enable ease of transition from control of the administration of the Association by the Declarant to control by the unit owners. The committee shall have access to the information, documents and records that Declarant must turn over to the unit owners at the time of the organizational and turnover meeting. If Declarant fails to call the meeting to elect a transitional committee within the time specified, the meeting may be called and notice given by any unit owner.

3.4 **Election and Term of Office.** At the first organizational and turnover meeting called by Declarant pursuant to Section 2.2 of these Bylaws, the interim directors shall resign and three (3) successors shall be elected. There shall be two classes of directors, House Directors and Townhome Directors. House Directors shall be elected by the owners of House Units, and Townhome Directors shall be elected by the owners of Townhome Units, each based upon the voting rights assigned to such units. At the first organizational meeting, one House Director and one Townhome director shall be elected for a two year term, and one House Director shall be elected to a one year term. The candidate receiving the greatest number of votes shall be elected to the two-year term. Thereafter, at the expiration of the initial term of office of each respective director, his or her successor shall be elected to serve for a term of two years, so that the term of not 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. Upon a majority vote of the membership present in person or by proxy at a meeting called for such purpose, the number of directors may be increased to five (5) directors. Upon such increase, one additional director House Director and one additional Townhome Director shall be elected. The House Director shall be elected for a two year term, and the Townhome Director shall be elected for a one or two year term such as to alternate with the term of the other Townhome Director. Thereafter, each successor shall be elected to serve for a two-year term.

3.5 **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 shall be of the same class of director as the vacancy being filled and shall serve until a successor is elected to fill the unexpired term at the next annual meeting of the Association or the next special meeting of the Association called for that purpose. Vacancies in interim directors shall be filled by Declarant.

3.6 **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 who would be entitled to vote for that class of director, 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 that meeting.

3.7 **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; provided, however, that the board of directors may not take any action that could unreasonably interfere with the sale, lease or other disposition of units owned by Declarant or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved for the Declarant or which would impose any discriminatory charge or fee against the Declarant, without the prior written consent of Declarant and Declarant's Mortgagee. Subject to such limitations, 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, repair and replacement of the general and limited common elements and Association property.

(b) Determination of the amounts required for operation, maintenance and other affairs of the Association, and the making of such expenditures.

(c) Preparation and adoption of budgets, preparation, review and update of reserve studies and assessment and collection of the common expenses, all in accordance with the provisions of these Bylaws.

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

(e) 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; provided, however, the board may not incur or commit the Association to incur legal fees in excess of \$5,000 for any specific litigation or claim matter or enter into any contingent fee contract on any claim in excess of \$100,000 unless the unit owners have enacted a resolution authorizing the incurring of such fees or contract by a vote of seventy-five percent (75%) of the total voting rights of the Association. These limitations shall not be applicable to legal fees incurred in defending the Association and the board of directors from claims or litigation brought against them. The limitations set forth in this paragraph shall increase by ten percent on each fifth anniversary of the recording of the Declaration. To the extent required by ORS 100.490, the board shall notify the owners prior to instituting litigation or administrative proceedings. With regard to any pending litigation involving the Association, the board shall periodically report to the unit owners as to the status (including settlement offers), progress, and method of funding such litigation. Nothing in this paragraph shall be construed as requiring the board to disclose any privileged communication between the Association and its counsel.

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

(g) Preparation and distribution of annual financial statements in accordance with these Bylaws and annual preparation and filing of all required income tax returns or forms for the Association.

(h) Purchasing units of the Condominium 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 and at least annually review the insurance coverage of the Association.

(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 \$20,000 unless the unit owners have enacted a resolution authorizing the project by a majority vote of the members, except that no such vote shall be required for work that is urgently needed for life, safety or structural integrity reasons. This limitation shall not be applicable to maintenance, repairs or replacement undertaken pursuant to paragraph (a) above. The limitation set forth in this paragraph shall increase by \$1,000 on each anniversary of the recording of the Declaration.

(l) Modify, close, remove, eliminate or discontinue the use of a general common element facility or improvement or portion of the common element landscaping, except that modification, closure, removal, elimination or discontinuance other than on a temporary basis of any swimming pool, spa or recreation or community building must be approved by at least a majority of the unit owners voting on such matter at a meeting or by written ballot held or conducted in accordance with these Bylaws.

(m) Designating one or more committees which, to the extent provided in the resolution designating the committee, shall have the powers of the board of directors in the management of the affairs of the Association. At least one member of each committee shall be a member of the board of directors.

(n) Enforcement by legal means of the provisions of the Oregon Condominium Act, the Declaration, these Bylaws and any rules and regulations adopted hereunder. Nothing in these Bylaws shall be construed as requiring the Association to take any specific action to enforce violations.

(o) Maintain a current mailing address for the Association, file an Annual Report and any amendment in accordance with ORS 100.250, and maintain and keep current the information required to enable the Association to comply with ORS 100.480(7).

(p) Subject to the restrictions in subsection (e) above, initiate or intervene in litigation or administrative proceedings (including mediation under Article 10 of these Bylaws) in the name of the Association, and without joining the individual unit owners, as permitted under ORS 100.405(4)(e) and (11); provided that no litigation or administrative proceeding may be initiated on a matter relating to or affecting the unit or interest of a unit owner unless the unit owner has consented in writing to such action after full disclosure of the potential cost, duration and outcomes of the proposed litigation or administrative proceeding.

3.8 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. Any such management agreement shall be terminable by the Association upon not more than 90 days' written notice thereof. 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; provided, however, that if an Eligible Mortgage Holder had previously required professional management, the board of directors may not terminate professional management and assume self-management unless the decision to do so is approved by at least sixty-seven percent (67%)

of the total voting power of the Association, and approved by Eligible Mortgage Holders holding Mortgages on units which have at least fifty-one percent (51%) of the voting rights of the units subject to Mortgages held by Eligible Mortgage Holders.

3.9 **Contracts Entered into by Declarant or Interim Board.** Notwithstanding any other provision of these Bylaws, any management contracts, service contracts or employment contracts entered into by the Declarant or the interim board on behalf of the Association shall have a term not in excess of three years. In addition, any such contract shall provide that it may be terminated without cause or penalty by the Association or board of directors upon not less than 30 days' notice to the other party given not later than 60 days after election of the permanent board at the organizational and turnover meeting described in Section 2.2 of these Bylaws or in the case of management contracts, at any time after such organizational and turnover meeting.

3.10 **Organizational Meeting.** Unless otherwise agreed by the board, 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 organization meeting at such place and time as shall have been fixed by the directors at the meeting at which the election was held.

3.11 **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 chairperson 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, to the extent permitted by the Oregon Condominium Act, by electronic mail, facsimile or other form of electronic communication acceptable to the board of directors at least seven days prior to the day named for such meeting, and shall state the time, place and purpose of such meeting. For a period of 10 years following recording of the Declaration, notices of meetings (including agendas) shall also be given to Declarant in the same manner as given to the directors. Unless other rules of order are adopted by resolution of the Association or the board of directors, all meetings of the board of directors shall be conducted according to the latest edition of *Robert's Rules of Order* published by Robert's Rules Association.

3.12 **Open Meetings.**

(a) All meetings of the board of directors shall be open to unit owners and, for a period of ten (10) years following recording of the Declaration, to Declarant or a representative of Declarant, except that, in the discretion of the board, the following matters may be considered in executive session: (i) consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation, or criminal matters; (ii) personnel matters, including salary negotiations and employee discipline; (iii) negotiation of contracts with third parties; and (iv) collection of unpaid assessments. Except in the case of an emergency, the board of directors shall vote in an open meeting whether to meet in executive session. If the board of directors votes to meet in executive session, the presiding officer shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in the executive session shall be included in the minutes of the meeting, and any contract or action

considered in executive session shall not become effective unless the board, following the executive session, reconvenes in open meeting and votes on the contract or action, which shall be reasonably identified in the open meeting and included in the minutes.

(b) Meetings of the board of directors may be conducted by telephonic communication or by other means of communication that allows all members of the board participating to hear each other simultaneously or otherwise to be able to communicate during the meeting, except that if a majority of the units are principal residences of the occupants, then: (i) for other than emergency meetings, notice of each board of directors' meeting shall be posted at a place or places on the property at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform the unit owners of such meeting; and (ii) only emergency meetings of the board of directors may be conducted by telephonic communication or such other means. The meeting and notice requirements of this Section may not be circumvented by chance or social meetings or by any other means.

3.13 **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 of notice by such director, except where the 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 to directors shall be required and any business may be transacted at such meeting.

3.14 **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 board of directors. If at any meeting of the board of directors 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 that might have been transacted at the meeting originally called may be transacted without further notice to directors.

3.15 **Voting.** A director who is present at a meeting of the board of directors at which action is taken on any Association matter is presumed to have assented to the action unless the director votes against the action or abstains from voting on the action because the director claims a conflict of interest. When action is taken on any matter at a meeting of the board of directors, the vote or abstention of each director present must be recorded in the minutes of the meeting. Directors may not vote by proxy or by secret ballot at meetings of the board of directors, except that officers may be elected by secret ballot.

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

3.17 **Liability and Indemnification of Directors, Officers and Manager.** A member of the board of directors or an officer of the Association shall not be liable to the Association, any unit owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties so long as the

individual acted in good faith, believed that the conduct was in the best interests of the Association, or at least was not opposed to its best interests, and in the case of criminal proceedings, had no reason to believe the conduct was unlawful. A director appointed under Section 3.2 of these Bylaws and Section 14.4 of the Declaration, or acting under ORS 100.200, shall not be liable to the Association, any unit owner or any third party under ORS 65.357-65.361, ORS 100.417 or associated rules of common law for any damage, loss or prejudice suffered or claimed on account of any action or failure to act that represents the exercise of authority established in Section 14.4 of the Declaration and ORS 100.200, including any action or failure to act requested by the Declarant or resulting from any prior or concurrent duty or loyalty owed by such director to the Declarant; provided that nothing in this section limits the liability of the Declarant for such actions or failure to act by a director. In the event any member of the board of directors or any officer of the Association is threatened with or made a party to any proceeding because the individual was or is a director or officer of the Association, the Association shall defend such individual against such claims and indemnify such individual against liability and expenses incurred to the maximum extent permitted by law. The manager of the Association, and its officers and employees, shall not be liable to the Association, the unit owners or any third party on account of any action or failure to act in the performance of its duties as manager, except for acts of gross negligence or intentional acts. Prior to the Organizational and Turnover Meeting described in Section 2.2, the manager shall not be liable to the Association, any unit owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act that represents the exercise of authority established in Section 14.4 of the Declaration and ORS 100.200, including any action or failure to act requested by the Declarant or resulting from any prior or concurrent duty or loyalty owed by such director to the Declarant; provided that nothing in this section limits the liability of the Declarant for such actions or failure to act by the manager. In the event the manager is threatened with or made a party to any proceeding, the Association shall defend the manager against such claims and indemnify the manager and its officers and employees from any such claims to the maximum extent permitted by law.

3.18 **Insurance.** The board of directors shall obtain the insurance and fidelity bonds required in Article 8 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 or 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 Condominium.

Article 4

OFFICERS

4.1 **Designation.** The principal officers of the Association shall be the chairperson, the secretary and the treasurer, all of whom shall be elected by the board of directors. The directors may appoint a vice chairperson, an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary. The chairperson shall be a member of the board of directors, but the other officers need not be directors or unit owners.

4.2 **Election of Officers.** The officers of the Association shall be elected annually, by the board of directors at the organization 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, or at any special meeting of the board of directors called for such purpose.

4.3 **Removal of Officers.** Upon the affirmative vote of a majority of the directors, any officer may be removed either with or without cause, and a 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.

4.4 **Chairperson.** The chairperson shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the board of directors. The chairperson shall have all of the general powers and duties that 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 the chairperson may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5 **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 or she shall attend to the giving and serving of all notices to the unit owners and directors and other notices required by law. The secretary 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 chairperson. In addition, the secretary shall act as vice chairperson, taking the place of the chairperson and performing the chairperson's duties whenever the chairperson is absent or unable to act, unless the directors have appointed another vice chairperson.

4.6 **Treasurer.** The treasurer 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 or she shall be responsible for overseeing the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the board of directors, and shall disburse or cause to be disbursed funds of the Association upon properly authorized vouchers. The treasurer shall perform all other duties incident to the office of treasurer of an association and such other duties as may be assigned to him or her by the board of directors.

4.7 **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 chairperson. All checks shall be signed by the treasurer, or in the absence or disability of the treasurer, by the chairperson or any duly elected assistant treasurer, or by the manager.

4.8 **Compensation of Officers.** No officer who is a member of the board of directors 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 any officers who are not also directors.

Article 5

BUDGET, EXPENSES AND ASSESSMENTS

5.1 **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 plus any underassessment, and assess the common expenses to each unit owner in the proportion set forth in the Declaration. The budget shall provide for a reserve fund in accordance with Section 5.5 below and shall take into account the Maintenance Plan required by Section 7.2. Within thirty (30) days after adopting the annual budget, the board of directors shall provide a summary of the budget to all owners. If the board of directors fails to adopt an annual budget, the last adopted budget shall continue in effect.

5.2 **Determination of Common Expenses.** Common expenses shall include:

- (a) Expenses of administration, including management fees.
- (b) Expenses of maintenance, repair or replacement of common elements, any other portions of the Condominium required to be maintained by the Association pursuant to the Declaration or these Bylaws, and any Association property.
- (c) Cost of insurance or bonds obtained in accordance with these Bylaws.
- (d) A general operating reserve, including an amount sufficient to cover the deductible under the property damage insurance policy.
- (e) Reserve for replacements, repairs and maintenance.
- (f) Any deficit in common expenses for any prior period.
- (g) Utilities and services for the common elements and other utilities and services with a common meter or commonly billed, such as trash collection, water and sewer.
- (h) Any other items properly chargeable as an expense of the Association.

5.3 **Assessment of Common Expenses.**

(a) **Obligation to pay.** All unit owners shall be obligated to pay common expenses assessed to them by the board of directors on behalf of the Association pursuant to these Bylaws and the Declaration. No unit owner by the owner's own action may claim exemption from liability for contribution towards common expenses by waiver by the owner of use or enjoyment of any of the common elements or by abandonment by the owner of the owner's unit. A unit owner may not claim an offset against an assessment for failure of the Association to perform its obligations and no unit owner may offset amounts owing or claimed to be owing by the Association or Declarant to the unit owner. Declarant shall be assessed as the

unit owner of any unsold unit, but such assessments shall be prorated to the date of sale of the unit. 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 that remains unpaid for more than thirty (30) days from the due date for its payment. The board may elect to round assessments to the nearest dollar.

(b) **Working capital fund.** At the time of closing of the initial sale of each unit to a person other than a successor declarant and thereafter on any subsequent sale of a unit, the purchaser shall make a contribution to the working capital of the Association equal to two months' regular association assessments for the unit, which sums shall be held in a segregated working capital fund established in the name of the Association. At the time of the organizational and turnover meeting, the Declarant shall pay such contribution for all unsold units, but may obtain reimbursement for such sums from the purchaser upon the sale of each such unit. Such contribution shall be in addition to the regular monthly common expense assessment and shall not be considered as an advance payment of regular assessments. The working capital fund shall be transferred to the Association for deposit to a segregated fund at the time of the organizational and turnover meeting. Declarant may not use the working capital fund to defray any of Declarant's expenses, reserve contributions, or construction costs or to make up any budget deficits while Declarant is in control of the Association. After the organizational and turnover meeting, the board of directors, at its discretion, may use working capital funds for regular operating expenses, extraordinary items of maintenance, repair or replacement or capital additions, or may deposit all or a portion of such funds into the reserve account.

(c) **Commencement of regular operating expense assessments.** Regular monthly assessments for common operating expenses for units in the first stage of the Condominium shall commence upon closing of the first sale of a unit in such stage of the Condominium and for subsequent stages shall commence for all units in such stage upon recording of the applicable Supplemental Declaration.

(d) **Commencement of assessment for replacement reserves.** Regular monthly assessments for replacement reserves as described in Section 5.5 for all units in the Condominium shall commence upon the closing of the sale of the first unit in the Condominium. Such reserve assessments shall commence with respect to subsequent stages upon recording of the applicable Supplemental Declaration for such stage. Declarant may elect to defer payment of such reserve assessments to the Association for each unit owned by Declarant until the closing of the sale of such unit, but not beyond the date of the turnover meeting referred to in Section 2.2 above, or if no turnover meeting is held, the date the owners assume administrative control of the Association. The books and records of the Association shall reflect the amount owing from Declarant for all reserve assessments.

(e) **Annexation of additional stages.** If additional units are annexed to the Condominium, the board of directors shall promptly prepare a new budget reflecting the addition to the Condominium and shall recompute any previous assessment covering any period after the closing of the sale of the first unit in the new stage.

5.4 **Special or Extraordinary Assessments.**

(a) **Special Assessments for 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. The Association shall not assess units owned by the Declarant for additional capital improvements to the Condominium without the written consent of Declarant as long as Declarant owns more than five percent (5%) of the units then submitted to the Condominium or as long as the time specified in the Declaration for annexing additional stages has not expired.

(b) **Other Special or Extraordinary Assessments.** In the event the board of directors determines that the assessments established upon adoption of the budget as provided in Section 5.1 above will be insufficient to pay the common expenses, or the board of directors determines that additional funds will be needed to meet unexpected or unbudgeted common expenses, the board may levy an additional special or extraordinary assessment. Such assessment shall be allocated to each unit in the same proportion set forth in the Declaration, and may be payable in installments over a specified period, in a lump sum, or in a lump sum with option to pay in installments with interest, as determined by the board of directors.

5.5 **Replacement Reserves.**

(a) **Establishment of Account.** The Declarant, on behalf of the Association, shall conduct an initial reserve study as described in paragraph (c) of this Section and establish a reserve account to fund major maintenance, repair or replacement of those common elements all or a part of which will normally require replacement in more than one and less than 30 years, including items required by the Maintenance Plan established pursuant to Section 7.2, and for exterior painting if the common elements include exterior painted surfaces. The reserve account need not include those items that can reasonably be funded from the general budget or other funds of the Association.

(b) **Funding of Account.** The reserve account shall be funded by assessments against the individual units for the purposes for which the reserve account is being established, which sums shall be included in the regular monthly assessment for the unit, except as otherwise provided in Section 5.3(b). The reserve account shall be established in the name of the Association, which shall be responsible for administering the account and for making periodic payments into the account.

(c) **Reserve Studies.** The board of directors annually shall conduct a reserve study or review and update an existing study to determine the reserve account requirements for the items described in paragraph (a) of this Section and may adjust the amount of payments in accordance with the study or review and may provide for other reserve items that the board of directors, in its discretion, may deem appropriate. The reserve account need not include items that could reasonably be funded from operating assessments. The reserve study shall:

- (1) Identify all items for which reserves are or will be established;

(2) Include, the estimated remaining useful life of each item as of the date of the reserve study; and

(3) Include for each item, as applicable, an estimated cost of maintenance and repair and replacement at the end of the item's useful life.

(d) **Use of Reserve Funds.** The reserve account shall be used only for the purposes for which the reserves have been established and shall be kept separate from other funds. After the organizational and turnover meeting described in Section 2.2, however, the board of directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet unexpected increases in expenses if the board of directors has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the board of directors shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period. In addition to the authority of the board of directors under paragraph (c) of this Section, after the organizational and turnover meeting, the Association may, on an annual basis, elect not to fund the reserve account described in paragraph (a) of this Section by unanimous vote of the owners or elect to reduce or increase future assessments for the reserve account by an affirmative vote of at least seventy-five percent (75%) of the voting power.

(e) **Sale of Units.** Nothing in this Section shall prohibit prudent investment of the reserve account. Assessments paid into the reserve account are the property of the Association and are not refundable to sellers of units. Sellers of the units, however, may treat their outstanding share of the reserve account as a separate item in any sales agreement.

5.6 **Default in Payment of Assessments.** In the event of default by any unit owner in paying any assessments to the Association, including assessed common expenses and any other charge imposed or levied by the Association pursuant to the provisions of the Declaration, these Bylaws or the Oregon Condominium Act, such unit owner shall be obligated to pay interest at the rate of twelve percent (12%) per annum on such assessment from the due date thereof, or at such greater rate as may be established by the board of directors from time to time, not to exceed the maximum lawful rate, if any. In addition, the defaulting unit owner shall pay a late charge for any assessment not paid within ten (10) days of its due date in the amount of five percent (5%) of the delinquent payment, or such other reasonable late charge or administrative fee, or both, as may be established by the board of directors from time to time by resolution that is delivered to each unit, mailed to the mailing address of each unit or mailed to the mailing address designated by the unit owner in writing, together with all expenses incurred by the Association in collecting such unpaid assessments, including attorneys' fees (whether or not suit is instituted, and at trial or any appeal or petition for review therefrom). If the assessment is not paid within thirty (30) days of its due date, the board of directors may declare any remaining installments of assessments for the balance of the fiscal year immediately due and payable and may terminate the right to receive utility services paid for out of assessments or the right of access to and use of recreational and service facilities of the Condominium until assessments have been brought current. The board of directors shall have the right and duty to recover for the Association such assessments, together with such charges, interest and expense 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 and any Eligible Mortgage Insurer or Guarantor thereof of any default not cured within sixty (60) days of the date of default.

5.7 **Foreclosure of Liens for Unpaid Assessments.** In any suit brought by the Association to foreclose a lien on a unit because of unpaid assessments, 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. A suit or action to recover a money judgment for unpaid assessments shall be maintainable without foreclosing the liens securing the same.

5.8 **Statement of Assessments.** The board of directors shall advise each unit owner in writing of the amount of assessments payable by such owner, and furnish copies of each budget on which such assessments are based to all unit owners and, if requested, to their Mortgagees. The board of directors shall promptly provide any unit owner who makes a request in writing with a written statement of the owner's unpaid assessments.

5.9 **Priority of Lien; First Mortgages.** Any lien of the Association against a unit for assessments shall be subordinate to tax and assessment liens and any first Mortgage of record. Where the purchaser or Mortgagee of a unit obtains title to the unit as a result of foreclosure of a first Mortgage, such purchaser or Mortgagee, its successors and assigns, shall not be liable for any of the assessments chargeable to such unit that became due prior to the acquisition of title to such unit by such purchaser or Mortgagee. Such unpaid share of assessments shall be a common expense and reallocated on a pro rata basis for all units, including the Mortgaged unit. The purchaser or Mortgagee shall not be relieved of the obligation to pay further assessments. A deed in lieu of foreclosure accepted by the holder of a first Mortgage shall extinguish a lien filed by the Association to secure unpaid assessments under the circumstances described in ORS 100.465.

5.10 **Voluntary Conveyance.** In a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of an owner or an owner's agent, for the benefit of a prospective purchaser, the board of directors shall make and deliver a statement of the unpaid assessments against the prospective grantor or the unit effective through a date specified in the statement, and the grantee in that case shall not be liable for any unpaid assessments against the grantor not included in the written statement.

Article 6

RECORDS AND AUDITS

6.1 **General Records.** The board of directors and the manager, if any, shall keep detailed records of the actions of the board of directors and the manager 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 Book of Resolutions containing the rules, regulations and policies adopted by the Association, board of directors and the manager. 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. All documents, information and records delivered to the Association by the Declarant pursuant to ORS 100.210 and other records of the Association shall be kept within the State of Oregon for the time periods specified in ORS 100.480.

6.2 **Financial Records and Accounts.** The board of directors or its designee shall keep within the State of Oregon financial records sufficient for proper accounting purposes and as required by the Oregon Condominium Act. All assessments shall be deposited in the name of the Association in a separate federally insured account at a financial institution as defined in ORS 706.008, other than an extranational institution. All expenses of the Association shall be paid from the Association's bank account.

6.3 **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.

6.4 **Payment of Vouchers.** The treasurer or manager shall pay all vouchers for all budgeted items and for any nonbudgeted items up to \$1,000 signed by the chairperson, managing agent, manager or other person authorized by the board of directors. Any voucher for nonbudgeted items in excess of \$1,000 shall require the authorization of the chairperson. Any checks written on reserve accounts must be signed by a member of the board of directors.

6.5 **Reports and Audits.** An annual financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year shall be rendered by the board of directors to all unit owners and to all Mortgagees of units who have requested the same within ninety (90) days after the end of each fiscal year. Commencing with the fiscal year following the Turnover Meeting, if the annual assessments exceed \$75,000 for the year, then the Board of Directors shall cause such financial statements to be reviewed within 180 days after the end of the fiscal year by an independent certified public accountant licensed in Oregon in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants, or if the annual assessments are \$75,000 or less, shall cause such review within 180 days after receipt of a petition requesting such review signed by owners holding at least a majority of the voting rights. The board of directors need not cause such a review to be performed if so directed by an affirmative vote of unit owners holding at least sixty percent (60%) of the voting rights, not including votes of Declarant with respect to units owned by Declarant. Upon written request, any holder, insurer or guarantor of a first Mortgage shall be entitled to an audited financial statement for the immediately preceding fiscal year at the expense of the Association and shall be made available within one hundred twenty (120) days after the end of such fiscal year.

6.6 **Notice of Sale, Mortgage, Rental or Lease.** Immediately upon the sale, Mortgage, rental or lease of any unit, such unit owner shall promptly inform the secretary or manager of the name and address of the vendee, Mortgagee, lessee, or tenant.

6.7 **Availability of Records.** Except as otherwise provided in ORS 100.480(5)(b), during normal business hours or under other reasonable circumstances, the Association shall make reasonably available for examination and, upon written request, available for duplication, by unit owners, lenders and holders, insurers, or guarantors of any first Mortgage that make the request in good faith for a proper purpose, current copies of the Declaration, bylaws, other rules concerning the Condominium, amendments or supplements to such documents, and the books, records, financial statements and current operating budget of the Association. The Association, within ten (10) business days after receipt of a written request by a unit owner, shall furnish copies of such documents to the requesting unit owner. Upon written request, the Association shall make such documents, information and records available to such persons for duplication during reasonable hours. The board of directors, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of such documents, information or records. The fee may include reasonable personnel costs incurred to furnish the information.

6.8 **Statement of Assessments Due.** The Association shall provide, within ten (10) business days of receipt of a written request from an owner, a written statement that provides: (a) the amount of assessments due from the owner and unpaid at the time the request was received, including regular and special assessments, fines and other charges, accrued interest, and late payment charges; (b) the percentage rate at which interest accrues on assessments that are not paid when due; and (c) the percentage rate used to calculate the charges for late payment or the amount of a fixed rate charge for late payment. The Association is not required to comply with this Section if the Association has commenced litigation by filing a complaint against the owner and the litigation is pending when the statement would otherwise be due.

Article 7

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

7.1 **Maintenance and Repair.** Except as otherwise provided in Section 7.4 for damage or destruction caused by casualty:

(a) **Units.** All maintenance of and 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 that 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 window glass and doors and the forced air furnace, any plumbing, heating or air conditioning fixtures, telephones, water heaters, fans, vents, lighting fixtures and lamps, electrical outlets, blinds, garbage disposals, fireplaces, refrigerators, dishwashers, ranges, or other appliances and accessories that may be in or connected with such owner's unit. The Association, however, may repair or replace, at the Association's expense,

portions of units to the extent reasonably necessary for the preservation of the common elements in good condition and working order.

(b) **Common elements.** All maintenance, repairs and replacements to the general and limited common elements and to Association property shall be made by the Association and shall be charged to all the unit owners as a common expense. Each unit owner, however, shall keep the limited common elements that pertain to such owner's unit in a safe, neat, clean and sanitary condition.

(c) **Repairs.** For a period of ten (10) years following recording of the Declaration, any repairs to the Condominium shall be performed by the contractor or subcontractor who originally performed the work, or by such other licensed contractor as may have been approved in writing by Declarant. Failure to use such a contractor shall release Declarant and the original contractor or subcontractor from any past or future liability relating to the item so repaired.

7.2 **Maintenance Plan.** Declarant shall initially prepare and thereafter the board of directors shall implement, review and update a maintenance plan (the "**Maintenance Plan**") for the maintenance, repair and replacement of all property for which the Association has maintenance, repair or replacement responsibility under the Declaration or these Bylaw or the Oregon Condominium Act.

(a) **Contents of Maintenance Plan.** The Maintenance Plan shall describe the maintenance, repair or replacement to be conducted, include a schedule for maintenance, repair or replacement, be appropriate for the size and complexity of the maintenance, repair and replacement responsibility of the Association and address issues that include, but are not limited to, warranties and the useful life of the items of which the Association has maintenance, repair or replacement responsibility.

(b) **Inspections.** The Maintenance Plan shall provide for inspections of the property for evidence of water intrusion or other needed repairs by a knowledgeable independent party annually. The board shall reasonably address any matters revealed by the inspection. For a period of 10 years following recording of the Declaration, Declarant (or any designee of declarant specified in any written notice by Declarant to the Association) shall be notified prior to the inspections, shall have a right for Declarant or its designees, employees or contractors to be present during the inspections and have a right to receive a copy of the inspection reports.

(c) **Reviews and Updates to Maintenance Plan.** The board of directors shall review and update the Maintenance Plan as necessary. Changes or updates to the Maintenance Plan shall be based on advice of competent experts or consultants. For a period of 10 years following recording of the Declaration, any changes to the Maintenance Plan without the approval of the Declarant and the original general contractor may void any applicable warranty and will release them from liability for any damage resulting from such change.

7.3 **Additions, Alterations or Improvements.**

(a) A unit owner may not make any improvements or alterations to such owner's unit without first notifying the Association and obtaining approval by the board of

directors of the proposed alteration. The owner shall have the burden of establishing, to the reasonable satisfaction of the board of directors, that the proposed improvements or alterations will not impair the structural integrity or mechanical systems of the Condominium, lessen the support of any portion of the Condominium, jeopardize the soundness or safety of the Condominium, reduce its value, impair any easement or hereditament, increase the common expenses or increase sound transmissions to other units. The board of directors may elect to require contractors to coordinate their access and working hours so as to minimize disruption to the Condominium. A unit owner shall reimburse the Association for any actual costs incurred by the Association in reviewing and monitoring such alterations. A unit owner may not submit a unit to condominium ownership without the prior approval of the board of directors

(b) After acquiring an adjoining unit or an adjoining part of an adjoining unit, a unit owner may submit a written request to the board of directors for permission to remove or alter any intervening partition or to create apertures therein, even if the partition in whole or in part is a common element. The board of directors shall approve the change unless it determines within forty-five (45) days that the proposed change will impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium. The board of directors may require the unit owner, at such owner's own expense, to submit an opinion of a registered architect or registered professional engineer that the proposed change will not impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

(c) A unit owner may not change the appearance of the common elements or the exterior appearance of a unit without the prior written permission of the board of directors. No person shall install wiring for electrical or telephone installation, television antennas or satellite dishes, machines or air conditioning units, or similar devices on the exterior of the Condominium or cause them to protrude through the walls or the roof of the Condominium except as authorized by the board of directors. No exterior window guards, awnings, or shades shall be installed without prior consent of the board of directors.

7.4 **Damage or Destruction by Casualty of Condominium Property.** In the case of damage or destruction that affects a material portion of the Condominium, timely written notice shall be given to the unit owners and their Mortgagees and any eligible Mortgage insurer or guarantor and the following provisions shall apply:

(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 unit owners holding more than ten percent (10%) of the voting rights 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 unit owners holding ninety percent (90%) of the voting rights, whether in person, by writing or by proxy, with the approval of Mortgagees as required by the Declaration, vote not to repair, reconstruct or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed or rebuilt. If the damage or destruction is not repaired, reconstructed or rebuilt, then the property shall be removed from condominium ownership in the manner provided in the Oregon Condominium Act.

(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 the cost of such repairing, reconstructing or rebuilding of his or her unit as is not so covered by the Association's insurance and to the extent of any deductible under the Association's insurance.

(c) If, due to the act or neglect of a unit owner, or of a member of such owner's family or household pet or of a guest or other 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 that would otherwise be a common expense, then 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 fully covered by the Association's insurance.

(d) In the event any portion of the insurance proceeds paid to the Association is 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 common expenses are shared, unless the property is removed from unit ownership. If the property is removed from unit ownership, the insurance proceeds, together with the proceeds from the sale of the property, shall be distributed to the unit owners and their Mortgagees (as their interests may appear) in the manner described in the Oregon Condominium Act.

7.5 **Condemnation.** If any portion of the Condominium is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition shall promptly be given to each unit owner and to each Mortgagee and any eligible Mortgage insurer or guarantor. The Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of any portion of the common elements, and each unit owner appoints the Association to act as his attorney-in-fact for such purposes. All compensation, damages or other proceeds of the taking, other than any award for moving expenses of specific unit owners, shall be payable to the Association and allocated and distributed as provided in this Section 7.5.

(a) **Complete Taking.** If the entire Condominium property is taken, or if unit owners holding ninety percent (90%) of the voting power agree that such substantial portion of the Condominium has been taken as to make the project obsolete, then the property shall be deemed removed from unit ownership. In such event, any proceeds of the condemnation paid to the Association, together with any other proceeds upon sale of the remaining Condominium property, shall be distributed among the unit owners and their Mortgagees, as their interests may appear, in accordance with the provisions of the Oregon Condominium Act.

(b) **Partial Taking.** If less than the entire Condominium property is taken and the property is not determined to be obsolete as provided in paragraph (a) above, then as soon as practicable the board of directors shall, reasonably and in good faith, allocate the award among the units in accordance with the reduction in the value of each unit and its interest in the common elements, compared to the total reduction in value of all units and their interest in the

common elements. In the event any unit owner or Mortgagee objects to the allocation determined by the board of directors, the matter shall be submitted to arbitration in accordance with Article 10 below. The cost of such determination shall be paid out of the proceeds of the condemnation. Any portion of the award allocated to a unit owner under this paragraph shall be paid first to all Mortgagees and holders of liens on the unit owner's interest in accordance with the existing priorities, and the balance to the unit owner. If any reconstruction or repair is undertaken as a result of the condemnation, the board of directors may retain and apply such portion of each unit owner's share of the award as is necessary to discharge the owner's liability for any special assessment arising from such reconstruction or repair.

7.6 **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 of directors of the Association, 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 using his or her unit as a home office or studio, including meeting with associates, clients or customers on a by-appointment basis, to the extent permitted by applicable zoning codes.

(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 in or placed upon any unit or common element that 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 that may disturb other unit occupants, including the use of musical instruments, radios, televisions and amplifiers. Speakers for audio equipment may not be mounted on or against walls or floors without an adequate sound barrier to prevent vibration and transmission of bass sounds outside of the unit. Occupants may not discard or throw items out of windows or from decks, including, without limitation cigarettes or ashes. 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. Owners and other occupants shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other owners, occupants, guests, or invitees, or directed at the manager, its agents or employees, or vendors.

(d) **Animals.** No animals or fowls shall be raised, kept or permitted within the Condominium or any part thereof, except domestic dogs, cats and other ordinary household pets kept within a unit. No such dogs shall be permitted to run at large, nor shall any dogs, cats or pets 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, and owners shall be responsible for clean up and removal of wastes of

their animals. All pets shall be kept under reasonable control at all times and shall be carried or kept on a leash while outside a unit. Each Owner and occupant shall be responsible for seeing that his or her pets do not endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners and occupants of other units. The board of directors, after notice and a hearing, may require the permanent removal of any animal that the board determines to be a danger to the health and safety of any occupant in the Condominium, or otherwise to be a nuisance within the Condominium. The board may find that an animal is a nuisance if the animal or its owner continue to violate these Bylaws or the rules regulating pets after receipt by the Owner of a written demand from the board to comply with these Bylaws or the rules.

(e) **Exterior lighting or noisemaking devices and antennas.** Except with the consent of the board of directors of the Association, no exterior lighting or noisemaking devices shall be installed or maintained on any unit. Seasonal holiday lighting and decorations are permissible if consistent with any applicable rules and regulations and if removed within thirty (30) days after the celebrated holiday. Exterior antennas, satellite receiver and transmission dishes and other communication devices shall not be permitted to be placed upon the general common elements, and may not be placed on any unit or limited common element except in accordance with rules established by the board of directors.

(f) **Windows, decks, patios and outside walls.** In order to preserve the attractive appearance of the Condominium the board of directors of the Association may adopt rules regulating the nature of items that may be placed in or on windows, decks, patios, and the outside walls so as to be visible from other units, the common elements, or outside the Condominium. Garments, rugs, laundry, sheets, reflective surfaces and other similar items may not be hung from windows, facades, patios or decks.

(g) **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 unit or the common elements except signs used by the Declarant to advertise units for sale or lease.

(h) **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, recycling materials or other waste. No garbage, trash, recycling materials or other waste shall be kept or maintained on any part of the property, except in sanitary containers in the designated areas.

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

(j) **Garages.** All Townhome Unit garage doors shall remain closed except to permit the entrance and exit of vehicles or access to any garage storage area. Townhome Unit garages may only be used for parking of vehicles and for storage purposes, but may not be used for storage purposes such as would prevent parking of the occupant's vehicle or vehicles.

(k) **Water beds.** Water beds may not be placed in any unit, except with the prior consent of the board of directors. If such consent is given, the unit owner shall carry

insurance covering damage caused by the water bed and shall be responsible for all damages to any unit or the common elements that might be caused by the water bed.

(l) **Washing Machines.** Each unit contains a washing machine hookup. The unit owner shall be responsible for all damages to any unit or the common elements that might be caused by the washing machine or leakage from the washing machine.

(m) **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, including, without limitation, establishment of reasonable administrative fees, such as fees for new owner set-up and owner's packet, move-in and move-out fees, etc. Any action by the board of directors adopting, modifying or revoking any rule or regulation may be overruled by a vote of not less than seventy-five percent (75%) of the voting rights present, in person or by proxy, at any meeting, the notice of which shall have stated that such adoption, 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 promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery.

7.7 **Leasing and Rental of Units.**

(a) Any owner who wishes to lease or rent his or her unit must meet each of the following requirements, and the lease or rental agreement will be subject to these requirements whether or not they are included within the lease or rental agreement:

- (1) all leases and rentals must be in writing;
- (2) the unit may not be rented for transient or hotel purposes, and all leases and rentals shall be for a term of not less than thirty (30) days;
- (3) the lease or rental must be for the entire unit and not merely parts of the unit, unless the owner remains in occupancy;
- (4) all such leases and rentals shall be subject in all respects to provisions of the Declaration, these Bylaws, and all rules and regulations adopted by the Board;
- (5) all owners who lease or rent their units shall promptly notify the Association in writing of the names of all tenants and members of tenants' family occupying such units and shall provide the Association with a complete copy of the lease or rental agreement. All owners leasing their unit shall promptly notify the Association of the address and telephone number where such owner can be reached.

(b) Any failure of a tenant to comply with the Declaration, Bylaws, and Association rules and regulations, shall be a default under the lease or rental agreement, regardless of whether the lease or rental agreement so provides. In the event of any such default,

the owner immediately shall take all actions to cure the default including, if necessary, eviction of the tenant;

(c) If any tenant is in violation of the provisions of the Declaration, Bylaws, or rules and regulations of the Association, the Association may bring an action in its own name and/or in the name of the owner to have the tenant evicted and/or to recover damages. If the court finds that the tenant is violating, or has violated any of the provisions of the Declaration, these Bylaws, or the rules and regulations of the Association, the court may find the tenant guilty of unlawful detainer notwithstanding the fact that the owner is not the plaintiff in the action and/or the tenant is not otherwise in violation of tenant's lease. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies which the Association may have. If permitted by present or future law, the Association may recover all its costs, including court costs and reasonable attorneys' fees incurred in prosecuting the unlawful detainer action.

(d) The Association shall give the tenant and the owner notice in writing of the nature of the violation, and twenty (20) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

(e) Each owner shall provide a copy of the Declaration, these Bylaws and all rules and regulations of the Association to each tenant of his or her unit. By becoming a tenant, each tenant agrees to be bound by the Declaration, these Bylaws and the rules and regulations of the Association, and recognizes and accepts the right and power of the Association to evict a tenant for any violation by the tenant of the Declaration, these Bylaws, and rules and regulations of the Association.

7.8 **Failure to Follow Maintenance Plan and Owner's Manual.**

(a) **Association.** The Association shall perform all inspections and maintenance as recommended by the Maintenance Plan described in Section 7.2 above and make such repairs and maintenance as may be necessary to reasonably address the results of the inspections. If the Association fails to follow such maintenance and inspection requirements or fails to perform any maintenance or repairs contained in any inspection report furnished to the Association by Declarant, then neither the Association nor any unit owner shall have any claim against Declarant or its design professionals, contractors and subcontractors and their consultants, including without limitation, all of their officers, members, managers, directors, employees, agents and brokers, for loss or damage to the extent that they result from such failure and shall indemnify such persons and entities from and against claims by unit owners or other persons or entities for loss or damage resulting from such failure.

(b) **Unit Owners.** Each unit owner shall perform such inspections of and maintenance to the owner's unit as may be recommended by any Owner's Manual delivered to the owner by Declarant. If the unit owner fails to follow such inspections and maintenance recommendations, neither the unit owner nor the Association shall have any claim against Declarant or its design professionals, contractors and subcontractors and their consultants, including without limitation, all of their officers, members, managers, directors, employees, agents and brokers, for loss or damage to the extent the same results from such failure to follow

the Owner's Manual, and shall indemnify such persons and entities from and against claims by the Association, unit owners or other persons or entities for loss or damage resulting from such failure.

7.9 **Abatement and Enjoining of Violations.** The violation of any provision of the Declaration or these Bylaws, of any rule or regulation adopted pursuant to these Bylaws, or of any decision of the Association made pursuant to such documents, 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, to do any or all of the following after giving written notice and an opportunity to be heard:

(a) to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the board of directors shall not thereby be deemed guilty of any manner of trespass, provided, however, that judicial proceedings shall be instituted before any items of construction may be altered or demolished; or

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

(c) to levy reasonable fines based upon a resolution adopted by the board of directors that is delivered to each unit, mailed to the mailing address of each unit or mailed to the mailing address designated by the owner of each unit in writing; or

(d) to terminate the right to receive utility services paid for out of assessments or the right of access to and use of recreational and service facilities of the Condominium until the correction of the violation has occurred.

The offending unit owner shall be liable to the Association for a reasonable administrative fee as established by the board of directors and all costs and attorneys' fees incurred by the Association, whether or not legal proceedings are instituted and including attorneys' fees at trial, in arbitration or on appeal or petition for review, together with any expense incurred by the Association in remedying the default, damage incurred by the Association or unit owners, or fines so levied. Such sums shall be assessed against the offending unit as an assessment and enforced as provided in Article 5. In addition, any aggrieved unit owner may bring an action against such other unit owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Article 8

INSURANCE

8.1 **Types of 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) **Property Damage Insurance.**

(1) The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and “all risk” endorsements, and such other coverages as the Association may deem desirable.

(2) The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the units and common elements (exclusive of land, foundation, excavation and other items normally excluded from coverage), subject to a maximum deductible of the lesser of \$10,000 or one percent (1%) of the policy amount.

(3) The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the common elements and all personal property and supplies belonging to the Association, together with all fixtures, improvements and alterations comprising a part of each unit.

(4) Such policy or policies shall name the Association as insured, and shall provide for loss payable in favor of the Association, as a trustee for each unit owner and each such unit owner's Mortgagee, as their interests may appear. The policies shall contain the standard Mortgage clause, or equivalent endorsement (without contribution) that is commonly accepted by institutional Mortgage investors in Oregon.

(b) **Liability Insurance.**

(1) The Association shall maintain comprehensive general liability insurance coverage insuring the Declarant, the Association, the board of directors, the unit owners and the manager, against liability to the public or to the owners of units and of common elements, and their invitees or tenants, incident to the operation, maintenance, ownership or use of the property, including legal liability arising out of lawsuits related to employment contracts of the Association. 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 omission 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 or occupancy.

(2) Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single limit basis.

(3) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

(c) **Workers' Compensation Insurance.** The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

(d) **Fidelity Insurance.**

(1) The Association shall maintain fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association has retained a manager, such manager shall maintain fidelity insurance for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The cost of such insurance shall be at the expense of the Association.

(2) The total amount of fidelity insurance coverage required shall be based upon the best business judgment of the board of directors. In no event, however, may the aggregate amount of such insurance be less than the sum equal to three months' aggregate assessments on all units plus reserve funds.

(3) Such fidelity insurance shall name the Association as obligee and shall contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and each servicer on behalf of the Federal National Mortgage Association ("FannieMae").

(e) **Directors' and Officers' Liability Insurance.** The Association shall maintain a policy of directors' and officers' liability insurance with coverage in the amount of not less than One Million Dollars (\$1,000,000), subject to a reasonable deductible.

(f) **Insurance by Unit Owners.** The Association has no responsibility to procure or assist in procuring property loss insurance for any owner or tenant for (i) damage to a unit or limited common elements not covered by the Association's policy (because of the deductible amount or because the claim for loss or damage is one not covered by fire and property loss insurance policies required by these Bylaws or held by the Association); or (ii) for any damage or loss to the owner's or tenant's personal property. Owners must be responsible for purchasing insurance policies insuring their units and appurtenant limited common elements for the deductible amount under the Association's policies and for insuring their own personal property for any loss or damage. Proof of such insurance coverage must be provided to the Association by the unit owner. Tenants must be responsible for insuring their own personal property for any loss or damage. The Association shall notify all owners of the amount of the deductible under the Association policies. To the extent reasonably practicable, the Association shall give at least thirty (30) days' notice to the owners of any increase in the deductible proposed in renewal or replacement insurance policies. Owners and tenants of all units must procure and maintain comprehensive liability policies having combined limits in amounts reasonably set by the board of directors no more often than every three years. Such insurance must provide coverage for, without limitation, the negligent acts of the owner and tenant and their guests or other occupants of the unit for damage to the general and limited common elements and other units and the personal property of others located therein.

8.2 **Other Insurance Requirements.** Insurance obtained by the Association shall be governed by the following requirements:

(a) All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon acceptable to FannieMae which falls into a “B” or better general policyholder’s rating or a “6” or better financial performance index rating in Best’s Insurance Reports, an “A” or better general policyholder’s rating and a financial size category of “VIII” or better in Best’s Insurance Reports – International Edition, an “A” or better rating in Demotech’s Hazard Insurance Financial Stability Ratings, a “BBBq” qualified solvency ratio or a “BBB” or better claims—paying ability rating in Standard and Poor’s Insurer Solvency Review, or a “BBB” or better claims – paying ability in Standard and Poor’s International Confidential Rating Service.

(b) Notwithstanding the provisions of Section 8.1 above, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement, or any successor to such trustee. Such insurance trustee shall have exclusive authority to negotiate losses under any property or liability insurance policy. Each unit owner appoints the Association, or any insurance trustee or substitute trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance including: the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purchase. The Association or insurance trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for unit owners and their first Mortgage holders, as their interests may appear.

(c) All property insurance policies shall contain a “Special Condominium Endorsement” or its equivalent providing for the following: recognition of any Insurance Trust Agreement, a waiver of the right of subrogation against unit owners individually, that the insurance is not prejudiced by any act or neglect of individual unit owners that is not in the control of such owners collectively, and that the policy is primary in the event the unit owner has other insurance covering the same loss.

(d) For purposes of this article, insurance policies are unacceptable where (i) under the terms of the insurance carrier's charter, bylaws or policy, contributions or assessments may be made against any Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor, the designee of any of them, or the Association or unit owners, or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members, or (iii) policy includes any limiting clauses (other than insurance conditions) that could prevent any Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor or the owners from collecting insurance proceeds.

(e) All policies required by this article shall provide that they may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and to each holder of a first Mortgage which is listed as a scheduled holder of a first Mortgage in the insurance policy. Evidence of insurance shall be issued to each unit owner and Mortgagee upon request.

(f) Each unit owner shall be required to notify the board of directors of all improvements made by the owner to his or her unit, the value of which is in excess of Five Hundred Dollars (\$500). Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the board of directors pursuant to Section 7.3.

(g) Any unit owner who obtains individual insurance policies covering any portion of the property other than such owner's 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.

8.3 **Optional Provisions.** The board of directors shall make every effort to secure insurance policies that will provide for the following:

(a) To the extent appropriate and available at reasonable cost, the Association shall maintain additional coverages against such other risks as are customarily covered with respect to projects similar in construction, location and use, including but not limited to, host liquor liability, contractual and all-written contract insurance, employer's liability insurance, comprehensive automobile liability insurance, and an endorsement patterned after "use and occupancy" insurance providing relief from monthly assessments while a unit is uninhabitable due to a covered loss.

(b) If reasonably available, the insurance policies shall include Inflation Guard Endorsement, and Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement, and an Increased Cost of Construction Endorsement).

(c) A Steam Boiler and Machinery Coverage Endorsement if the Condominium has central heating or cooling, which coverage per accident shall at least equal the lesser of Two Million Dollars (\$2,000,000) or the insurable value of the building housing the boiler or machinery.

(d) Flood Insurance, if the Condominium is in a Special Flood Hazard Area.

(e) If reasonably available, waiver of subrogation by the insurer as to any claims against the board of directors, any unit owner or any guest of a unit owner.

8.4 **Lender Requirements.** Notwithstanding any other provisions of this article, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity requirements for condominium projects established by any holder of a first Mortgage on a unit or by FannieMae and Government National Mortgage Association, so long as either is a Mortgagee or owner of a unit within the Condominium, except to the extent such coverage is not available or has been waived in writing by such Mortgagee or by FannieMae or Government National Mortgage Association. Each Mortgagee and FannieMae or FannieMae's servicer, its successors and assigns, shall be named as a Mortgagee in the Association's policies.

Article 9

AMENDMENTS TO BYLAWS

9.1 **How Proposed.** Amendments to the bylaws shall be proposed by either a majority of the board of directors or by unit owners holding thirty percent (30%) of the voting rights. 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 or attached to any request for consent to the amendment.

9.2 **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 by ballot vote. 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 unit owners holding a majority of the voting rights and by Mortgagees to the extent required by the Declaration, except that (a) any provision of these Bylaws that is also contained in the Declaration must be approved by the same voting requirement for amendment of such provision of the Declaration, and (b) any amendment relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy units, or limitations on the rental or leasing of units must be approved by unit owners holding seventy-five percent (75%) of the voting rights. Declarant's consent shall also be required until the last stage is annexed and so long as Declarant owns twenty-five percent (25%) or more of the total number of units that may be submitted to the Condominium. Such consent shall not be required after three years from the date of conveyance of the first unit to a person other than a successor declarant. Any amendment that would limit or diminish any special Declarant rights established in these Bylaws shall require the written consent of Declarant and any amendment to Sections 3.7, 3.17, 7.8, 9.2 and 10.3 of these Bylaws shall require the written consent of Declarant for a period of ten (10) years after the date of the Organizational and Turnover Meeting described in Section 2.2.

9.3 **Regulatory Amendments.** Notwithstanding the provisions of Section 9.2 above, until the turnover meeting as described in Section 2.2 has occurred, Declarant shall have the right to amend these Bylaws in order to comply with the requirements of the Federal Housing Administration; the United States Department of Veterans Affairs; the Rural Development or the Farm Service Agency of the United States Department of Agriculture; the Federal National Mortgage Association; the Government National Mortgage Association; the Federal Home Mortgage Loan Corporation; any department, bureau, board, commission or agency of the United States or the State of Oregon; or any corporation wholly owned, directly or indirectly by the United States or the State of Oregon that insures, guarantees or provides financing for a condominium or units in a condominium.

9.4 **Execution and Recording.** An amendment shall not be effective until certified by the chairperson and secretary of the Association as being adopted in accordance with these Bylaws and the provisions of the Oregon Condominium Act and recorded as required by law. Any amendment adopted within five (5) years after the recording of the initial bylaws shall be approved by the Oregon Real Estate Commissioner to the extent required by the Oregon Condominium Act.

Article 10

DISPUTE RESOLUTION

10.1 **Initial Dispute Resolution Procedures.** In the event of a claim by the Association or any unit owner against Declarant or any contractor, subcontractor, or supplier for a construction defect, the parties shall first comply with the provisions contained in ORS 701.550 to 701.595. In the event the claim is not for a construction defect, but relates to a claimed defect in the condition of the project, the parties shall follow the same procedures as set forth in such provisions, except that the notice of defect shall include a statement of the basis upon which the recipient is claimed to be liable for the defect. Compliance with the procedures contained in this Section 10.1 shall be a condition precedent to mediation, arbitration or litigation of any such claims.

10.2 **Mediation.**

(a) Except as otherwise provided in this Section, before initiating litigation, arbitration or an administrative proceeding in which the Association and an owner have an adversarial relationship, the party that intends to initiate litigation, arbitration or an administrative proceeding shall offer to use any dispute resolution program available within Multnomah County, Oregon, that is in substantial compliance with the standards and guidelines adopted under ORS 36.175. The written offer must be hand delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party.

(b) If the party receiving the offer does not accept the offer within ten (10) days after receipt by written notice hand delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party, the initiating party may commence the litigation, arbitration or the administrative proceeding. The notice of acceptance of the offer to participate in the program must contain the name, address and telephone number of the body administering the dispute resolution program.

(c) If a qualified dispute resolution program exists within Multnomah County, Oregon, and an offer to use the program is not made as required under paragraph (a) of this Section, litigation, arbitration or an administrative proceeding may be stayed for thirty (30) days upon a motion of the noninitiating party. If the litigation, arbitration or administrative action is stayed under this paragraph, both parties shall participate in the dispute resolution process.

(d) Unless a stay has been granted under paragraph (c) of this Section, if the dispute resolution process is not completed within thirty (30) days after receipt of the initial offer, the initiating party may commence litigation, arbitration or an administrative proceeding without regard to whether the dispute resolution is completed.

(e) Once made, the decision of the court, arbitrator or administrative body arising from litigation, arbitration or an administrative proceeding may not be set aside on the grounds that an offer to use a dispute resolution program was not made.

(f) The requirements of this Section do not apply to circumstances in which irreparable harm to a party will occur due to delay or to litigation, arbitration or an administrative proceeding initiated to collect assessments, other than assessments attributable to fines.

10.3 **Arbitration.** Any claim, controversy or dispute by or among Declarant (including members, officers, directors, shareholders and affiliates of Declarant), the Association, the manager or manager, or one or more unit owners, or any of them, arising out of or related to the Declaration, these Bylaws or the Condominium shall be first subject to mediation as provided in Section 10.2 above or otherwise, and, if not timely settled by mediation, resolved by arbitration in accordance with this Article 10. The decisions and award of the arbitrator shall be final, binding and nonappealable. The arbitration shall be conducted in Portland, Oregon, or such other location as may be agreed upon by the parties, pursuant to the arbitration statutes of the State of Oregon and any arbitration award may be enforced by any court with jurisdiction. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statute of limitations or for purposes of filing a notice of pending action (“lis pendens”).

10.4 **Selection of Arbitrator.** The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties. The arbitrator selected shall be neutral and unbiased, except to the extent the arbitrator's prior relationship with any party is fully disclosed and consented to by the other party or parties. If the parties are unable to agree upon the arbitrator within ten (10) days after a party's demand for arbitration, upon application of any party, the Presiding Judge of the Circuit Court of Multnomah County, Oregon shall designate the arbitrator.

10.5 **Consolidated Arbitration.** Upon demand by any party, claims between or among the parties and third parties shall be submitted in a single, consolidated arbitration. Notwithstanding the provisions of this Article 10, in the event any claim, controversy or dispute involves a claim by either party against a third party who is not required to and does not voluntarily agree to submit such claim to arbitration, then either party may elect to have the matter determined by a court of law in a consolidated proceeding, rather than by arbitration. In such case, the parties hereby waive trial by jury and agree that the matter shall be determined by a judge sitting without a jury.

10.6 **Discovery.** The parties to the arbitration shall be entitled to such discovery as would be available to them in an action in Multnomah County Circuit Court. The arbitrator shall have all of the authority of the Court incidental to such discovery, including without limitation authority to issue orders to produce documents or other materials, to issue orders to appear and submit to deposition, and to impose appropriate sanctions including without limitation award against a party for failure to comply with any order.

10.7 **Evidence.** The parties to the arbitration may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary for an understanding and determination of the dispute. The arbitrator shall determine the admissibility of the evidence offered. All evidence shall be taken in the presence of the arbitrator and all of the parties, except where any of the parties is absent, in default or has waived its right to be present.

10.8 **Excluded Matters.** Notwithstanding the foregoing, the following matters shall not be subject to mediation or arbitration under this Article 10 (but shall be subject to the applicable provisions of Section 10.9 below): (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association (other than disputes as to the validity or amount of such fees, assessments, fines or charges, which disputes shall be subject to mediation/arbitration as provided above), and (b) actions to enforce any order, decision or award rendered by arbitration pursuant to this Article 10. The filing of a lis pendens or the application to any court for the issuance of any provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the procedures specified in this Article.

10.9 **Costs and Attorneys' Fees.** The fees of any mediator and the costs of mediation shall be divided and paid equally by the parties. Each party shall pay its own attorneys' fees and costs in connection with any mediation. The fees of any arbitrator and the costs of arbitration shall be paid by the nonprevailing party or parties; if none, such fees and costs shall be divided and paid equally by the parties. In any suit or action brought by the Association to foreclose its lien or to collect delinquent assessments or in any suit or action brought by Declarant, the Association or any owner or class of owners to enforce compliance with the terms and provisions of the Oregon Condominium Act, the Declaration or these Bylaws, including all amendments and supplements thereto or any rules or regulations adopted by the Association, the prevailing party shall be entitled to recover reasonable attorney fees and costs and disbursements therein and in any appeal therefrom. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator (with respect to attorneys' fees incurred prior to and during the arbitration proceeding) and by the court or courts, including any appellate or review court, in which such matter is tried, heard or decided, including a court that hears a request to compel or enjoin arbitration or that hears exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in such proceedings). Notwithstanding any provision of this Section 10.9 to the contrary, except to the extent otherwise provided by law, in the event of a claim, controversy or dispute between the unit owners or the Association and Declarant, each party shall bear their own costs, including, without limitation, filing fees, attorney's fees, investigation expenses, consultant's fees and expert's fees. The other costs of arbitration and other court costs shall be divided and paid equally by the parties.

10.10 **Survival.** The mediation and arbitration agreement set forth in this Article 10 shall survive the transfer by any party of its interest or involvement in the Condominium and any unit therein and the termination of the Declaration or these Bylaws.

Article 11

MISCELLANEOUS

11.1 **Notices.** All notices to the Association or to the board of directors shall be sent care of the manager, or if there is no manager, to the principal office of the Association or to such other address as the board of directors may designate from time to time. All notices to any unit owner shall be sent to such address as may have been designated by such owner from time to time, in writing, to the board of directors, or, if no address has been designated, then to the

owner's unit. In the discretion of the board of directors, any notice, information or other written material required to be given to a unit owner or director under the Declaration or these Bylaws or pursuant to the Oregon Condominium Act, may be given by electronic mail, facsimile or other form of electronic communication acceptable to the board of directors, except for the following notices: failure to pay an assessment; foreclosure of an association lien under ORS 100.405; an action the Association may take against a unit owner; or an offer to use the dispute resolution program under ORS 100.405. A unit owner or director may decline to receive notice by electronic mail, facsimile or other form of electronic communication and may direct the board of directors to provide notice in any other manner permitted under the Declaration or these Bylaws or the Oregon Condominium Act.

11.2 **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.

11.3 **Action Without a Meeting.** Any action that the Oregon Condominium Act, the Declaration or these Bylaws require or permit the owners or directors to take at a meeting or ballot meeting may be taken without a meeting or ballot 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.

11.4 **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 in these Bylaws, 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 requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

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

DATED this 15 day of OCTOBER, 2007.

CAMBRIDGE CONDOMINIUMS, LLC,
an Oregon limited liability company

By _____

Martin T. Kehoe, Member

RECORDING SHEET COUNTY RECORDER'S COPY

LAND USE REVIEW APPLICANT

Your LU Decision may be recorded on or after: December 5, 2007
You must record your decision on or after this date, as required by the Portland Zoning Code.

If you would like to record by mail, please send:

- The two recording documents and attached decision.
- A check payable to: Multnomah County Recorder in the amount of: \$ 56.00
(\$16 for recording sheet, \$5 per page of decision, each side if 2-sided)
- A self-addressed, stamped envelope.

Mail to: Multnomah County Recorder, PO Box 5007, Portland OR 97208

FOR MULTNOMAH COUNTY RECORDER USE ONLY

Please stamp the Applicant's copy of the recording sheet and give to the applicant.

Please stamp the County Recorder's copy of the recording sheet and return with attached decision to:

City of Portland, BDS
299/4500/BDS LUR

MULTNOMAH COUNTY RECORDER STAMP HERE


Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk

A77	9	ATMCS
Total :	56.00	

2007-211235 12/11/2007 03:00:40pm

I hereby certify Land Use Review Document, No. LU 07-164325 AD
to be a complete and exact copy of the original as the same appears on file and of record in my office and in my care and custody.

Rebecca Esau, Principal Planner
City of Portland
Bureau of Development Services
1900 SW Fourth Ave, #4500
Portland, OR 97201

12/3/07
Date

Representative

THIS DOCUMENT IS FOR THE COUNTY RECORDER

a



City of Portland
Bureau of Development Services
Land Use Services Division

1900 SW Fourth Ave. Suite 5000
Portland, Oregon 97201
Telephone: 503-823-7300
TDD: 503-823-6868
FAX: 503-823-5630
www.portlandonline.com/bds

Date: November 20, 2007
To: Interested Person
From: Suzanne Savin, Land Use Services
503-823-5888 / Suzanne.Savin@ci.portland.or.us

**NOTICE OF A TYPE II DECISION ON A PROPOSAL IN
YOUR NEIGHBORHOOD**

The Bureau of Development Services has approved a proposal in your neighborhood. The reasons for the decision are included in this notice. If you disagree with the decision, you can appeal it and request a public hearing. Information on how to appeal this decision is listed at the end of this notice.

CASE FILE NUMBER: LU 07-164325 AD

GENERAL INFORMATION

Applicant: Bruce Barton
LRS Architects
720 NW Davis
Portland, OR 97209

Owner: Cambridge Condominiums LLC
P O Box 69501
Portland, OR 97239

Also Notify: John Costello, Vice President
Pinnell Busch, Inc.
6420 SW Macadam Avenue, Suite 330
Portland, OR 97239-3519

Site Address: 2430 NW Westover Drive

Legal Description: TL 17400 1.64 ACRES, SECTION 33 1 N 1 E
Tax Account No.: R941330020
State ID No.: 1N1E33BC 17400
Quarter Section: 2927

Neighborhood: Northwest District, contact John Bradley at 503-227-7484.
Business District: Nob Hill, contact Peggy Anderson at 503-417-8960.
District Coalition: Neighbors West/Northwest, contact Mark Sieber at 503-823-4212.

Plan District: None

Zoning: R1 (Multi-Dwelling Residential 1,000)

Case Type: AD (Adjustment Review)
Procedure: Type II, administrative decision with appeal to Adjustment Committee.

Proposal:

The site contains a multi-dwelling development under construction, which will be comprised of approximately 61 dwelling units. Zoning Code Section 33.266.310 requires one on-site loading space (at least 35 feet long, 10 feet wide, and with a clearance of 13 feet) when there are more than 50 dwelling units in a building. The loading facility must be designed so vehicles enter and exit the site in a forward motion.

The applicant is requesting an Adjustment to Section 33.266.310, to waive the required on-site loading space for the development. The applicant is proposing that loading activities for the development occur in a proposed on-street loading space.

The original on-street loading space locations proposed by the applicant, as described in the original Notice of Proposal, were the drop off area along the site's Westover Road frontage, and/or a temporary loading space at the western terminus of NW Irving Street abutting the northwest corner of the site.

However, as described in the Revised Notice of Proposal, dated October 23, 2007, the applicant deleted the two on-street loading space locations described above. The revised proposal identifies an on-street loading space location on the west side of NW 24th Avenue along the site's frontage, north of the driveway access to Building 1 (see Revised Site Plan, attached). The loading space is proposed to be approximately 10 feet wide by 36 feet long. The loading space is proposed to be posted for loading use only from Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m.

Relevant Approval Criteria:

In order to be approved, this proposal must comply with the approval criteria of Title 33. The relevant approval criteria are the Adjustment Approval Criteria of Zoning Code Section 33.805.040 A - F.

ANALYSIS

Site and Vicinity: The site is approximately 71,438 square feet in size, and contains a multi-dwelling development under construction, which will be comprised of approximately 61 dwelling units. The site slopes downward from its NW Westover Road frontage with a slope of approximately 20 percent or greater, according to GIS mapping. On-site vehicle parking for the dwelling units will be located within the lower level of the multi-dwelling structure.

To the north of the site is NW Irving Street, which is classified as a local street for all modes. NW Irving Street has a dead-end terminus adjacent to the northwest corner of the site. On the north side of NW Irving Street are R1-zoned properties developed with multi-dwelling structures and single-dwelling residences. To the east of the site is NW 24th Avenue, which is classified as a City Bikeway and as a local service street for all other modes. To the east and southeast of the site, on the east side of NW 24th Avenue, are R1 and RH-zoned properties that are located within the Alphabet Historic District, developed with commercial uses (including a daycare facility, an interior design office, and a physicians' office building), as well as a group home, multi-dwelling structures and single-dwelling residences. To the west of the site is NW Westover Road, which is classified as a Neighborhood Collector, a Community Transit Street, and a City Bikeway. To the west and southwest of the site, on the west side of NW Westover Road, are R1 and R1c-zoned properties that are developed with multi-dwelling structures (condominiums).

Zoning: The site is zoned R1, Multi-Dwelling Residential 1,000. The R1 zone is a medium density multi-dwelling zone. It allows approximately 43 units per acre. Density may be as high as 65 units per acre if amenity bonus provisions are used. Allowed housing is characterized by one to four story buildings and a higher percentage of building coverage than in the R2 zone. The major type of new housing development will be multi-dwelling structures (condominiums and apartments), duplexes, townhouses, and rowhouses. Generally, R1 zoning will be applied near Neighborhood Collector and District Collector streets, and local streets adjacent to

commercial areas and transit streets. The multi-dwelling development meets the R1 zone minimum and maximum density requirements.

Land Use History: City records indicate there are no prior land use reviews for this site.

Summary of Applicant's Statement: In the submitted narrative, the applicant provided the following background information about the Adjustment request: "The Cambridge project is a 61-unit multiple family structure that will be in condominium ownership in the R1 district...The minimum required stalls required by the PDX Community Development Code are 61. The approved plans indicate that there will be 31 (9' x 36') sub-grade tandem and 40 standard parking stalls...Because the number of on-site parking stalls is just adequate based on market demand, we request that the on-site loading stall requirement be waived. This would allow for one additional tandem stall for unit owners, making a total of 32 tandem stalls available. We have surveyed the availability of parking in the neighborhood and are very aware of the scarcity of curbside parking spaces on the surrounding streets. We are requesting this adjustment to provide for as many condo-owner, on-site parking stalls as possible to prevent the need for Cambridge residents parking on the surrounding streets. A truck loading zone for temporary parking (10' wide by 35' long) could be made available on 24th Avenue, just north of the Cambridge building south parking lot entrance in front of Building 1, on the west side of 24th Avenue."

In a subsequent email, dated October 11, 2007, the applicant provided the following additional background about the Adjustment request:

- "At present, we are approved to put the loading space in the lower level parking garage at the far north end of the project. This eliminates one tandem parking space, taking two cars out of the onsite parking garage and putting them on the street looking for on-street parking.
- There is a strong demand from our unit buyers for additional parking.
- The City's major concern is to accommodate the continual, year round flow of service providers (CamCom, Roto Rooter, carpet cleaners, caterers, etc.) and delivery services (UPS, FedEx, etc.) and not the moving van. The moving van normally receives a one day permit to block off a couple of on-street spaces located most convenient to their delivery point.
- The approved loading space is located at the far north end of the project, in a garage that only lies under Building 5 and Building 4. To access Building 1, a delivery or service person, after parking in the loading space, would be required to traverse the full length of the lower garage, take the stairs or the elevator up to the second garage level, and traverse by way of the garage to the elevator serving Building 1.
- The loading space is located in a secure garage. There are no on-site building staff. Arrangements for access to the parking garage would have to be made in advance.
- Delivery vans, such as UPS and FedEx, and most drive up service providers, presently park where it is most convenient for them, many times ignoring parking restrictions or requirements.
- In reviewing the last three points, we are concerned that the approved loading space would be greatly underused and that the majority of the intended users would end up creating traffic problems by illegally parking on the street."

Agency Review: A "Notice of Proposal in Your Neighborhood" was mailed **October 23, 2007**. The following Bureaus have responded with no issues or concerns:

- Bureau of Environmental Services
- Water Bureau
- Fire Bureau
- Site Development Section of BDS
- Bureau of Parks-Forestry Division

The Bureau of Transportation Engineering (PDOT) responded that the agency will not oppose this adjustment to waive the on-site loading space. The response acknowledges that the lack of on-site loading will have impacts to the public right-of-way in this area. The project itself will result in a net loss of 10 on-street parking spaces, due to the driveway curb cuts for the project

that did not exist when the site was vacant; an aerial photo from 2004 (prior to any construction activity on the site) shows both Irving Street and 24th Avenue lined with parked vehicles. PDOT has considered both the applicant's arguments and the neighborhood association comments. Upon review of all submitted information, an on-street loading space will be supported by PDOT only by balancing the needs of the site with the needs of the public. The City Traffic Engineer in the Office of Transportation has sole authority over the parking management in the public right-of-way, per Title 16 of the City Code. As such, loading zones are subject to change at the discretion of the City Traffic Engineer. The location of the loading zone or the time restrictions may change as conditions change in the future. In addition, loading zones in the public right-of-way are open to the public and cannot be secured for exclusive use by a specific property. For these reasons, PDOT does not recommend conditions that require a loading space in the public right-of-way in lieu of an on-site loading space.

The applicant can apply for an on-street loading space through the Parking Control Section of the Office of Transportation. A review of the area will be made to determine the most appropriate location for a loading zone. The loading zone will meet the City's standard on-street parking width dimensions (8 feet wide) as opposed to Zoning Code dimensions (10 feet wide). An appropriate length will be determined that will likely provide space for a standard van and adequate maneuvering room. The Parking Control section will also determine the appropriate hours for the loading space. As noted above, the needs of the public must be balanced with the needs of the site. Therefore, the loading space will not likely be signed for full day loading hours, but will more likely be signed for the 7 a.m. – 11 a.m. or 7 a.m. – 2 p.m. hours. (The full response is Exhibit E-1)

The Life/Safety Plan Review Section of BDS responded that a building permit has been applied for and is currently under review or has been issued (Exhibit E-2).

Neighborhood Review: A Notice of Proposal in Your Neighborhood was mailed on October 12, 2007. A Revised Notice of Proposal in Your Neighborhood was mailed on October 23, 2007. A total of nine written responses have been received in response to the proposal: eight from notified property owners, and one from the Northwest District Neighborhood Association.

Responses from notified property owners expressed objections to the on-street loading locations on NW Westover Road and/or NW Irving Street that the applicant proposed in the original Notice of Proposal, dated October 12th. The responses indicated the following concerns with these two locations: disruption to drivers, pedestrians and parking; traffic safety issues on NW Westover Road; lack of turn-around for trucks at the terminus of NW Irving, which is a dead-end street; and unattractive views of parked trucks from residences on the west side of NW Westover Road. The majority of these responses cited an on-street loading location along the site's NW 24th Avenue frontage as an acceptable alternative.

The Northwest District Neighborhood Association responded, "The NWDA Planning Committee has met twice with John Costello concerning the loading dock at the Cambridge, LU 07-164325 AD. After carefully looking at several different options, it was the Committee's feeling that all parties would be best served by locating the loading dock on 24th Avenue, on the west side of the street, just north of the underground parking entrance for the building. We feel that this spot would cause the least amount of traffic congestion, could also serve the half-way house located on the adjacent corner and from a logistics point of view, better serves the whole building complex given the split level nature of the parking garage. We rejected a spot on Irving Street due to the fact that it would knock out too many head-in parking spaces and might present a potential turning problem for larger trucks. While we do not generally support off loading these types of parking spaces to the public realm when private sites are available, in this case it makes no sense to permanently place more resident parkers on the street when a properly timed loading space would be available to all late in the afternoon and evening."

Staff Response: As noted in the Revised Notice of Proposal, dated October 23rd, the proposal was revised to remove the NW Westover Road and NW Irving Street on-street loading locations, and to substitute a proposed on-street loading location on the site's NW 24th Avenue frontage. The revised proposal's compliance with the

Adjustment approval criteria will be addressed in the following section of this report.

ZONING CODE APPROVAL CRITERIA

33.805.010 Purpose

The regulations of the zoning code are designed to implement the goals and policies of the Comprehensive Plan. These regulations apply city-wide, but because of the city's diversity, some sites are difficult to develop in compliance with the regulations. The adjustment review process provides a mechanism by which the regulations in the zoning code may be modified if the proposed development continues to meet the intended purpose of those regulations. Adjustments may also be used when strict application of the zoning code's regulations would preclude all use of a site. Adjustment reviews provide flexibility for unusual situations and allow for alternative ways to meet the purposes of the code, while allowing the zoning code to continue to provide certainty and rapid processing for land use applications.

33.805.040 Approval Criteria

Adjustment requests will be approved if the review body finds that the applicant has shown that approval criteria A. through F., below, have been met.

- A.** Granting the adjustment will equally or better meet the purpose of the regulation to be modified; and

Findings: The applicant is requesting to waive the required on-site loading space for the development. The applicant is proposing that in lieu of an on-site loading space, an on-street loading space along the site's NW 24th Avenue frontage be utilized. The proposed location for the on-street loading space is on the west side of NW 24th Avenue along the site's frontage, north of the driveway access to Building 1 (shown on the attached Revised Site Plan). The applicant proposes that this on-street loading space be approximately 10 feet wide by 36 feet long, posted for loading use from Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m.

The purpose statement for the loading standards, Section 33.266.310.A, reads,

"A minimum number of loading spaces are required to ensure adequate areas for loading for larger uses and developments. These regulations ensure that the appearance of loading areas will be consistent with that of parking areas. The regulations ensure that access to and from loading facilities will not have a negative effect on the traffic safety or other transportation functions of the abutting right-of-way."

The applicant states that, as suggested above, a temporary loading zone could be made available on 24th Avenue. The applicant concludes that this alternative will equally meet the purpose of the on-site loading space requirement, for the following reasons:

- A truck temporarily parked in a 10' x 35' parallel loading zone on 24th Avenue would not obstruct traffic on the roadway, would not obstruct adjoining property driveway access, or have any kind of negative effect on traffic or pedestrian safety on that road.
- The proposed parallel on-street loading space will not have a negative appearance, as it will reflect the appearance of other parallel vehicle parking spaces adjoining it, along the curbside.

PDOT has responded that they will not oppose this adjustment to waive the on-site loading space, and they will consider an on-street loading zone that balances the needs of both the public and the site.

The PDOT response also notes that lack of on-site loading will have impacts on the right-of-way in this area, due to high on-street parking demand in this neighborhood. The multi-dwelling development on the site will result in a net loss of 10 on-street

parking spaces, due to the installation of curb cuts for driveways along the site's frontage that did not exist when the site was vacant. In addition, many of the single-dwelling and multi-dwelling structures within the neighborhood lack on-site parking. Lastly, the site is just over 500 feet from NW 23rd Avenue, which is lined with retail establishments that possess limited on-site parking. Those who drive to NW 23rd Avenue to patronize its retail establishments often utilize on-street parking along the side streets within the area.

On the other hand, per the applicant's narrative, the on-site vehicle parking for the Cambridge Condominiums will be comprised of a total of approximately 102 spaces for the approximately 61-unit development. This total exceeds the Zoning Code required amount of parking spaces by approximately 40 spaces. This larger amount of on-site vehicle parking makes it less likely that Cambridge Condominium residents will be competing with other neighborhood residents for on-street parking in the area.

In addition, the PDOT response noted that the loading needs for housing are typically service-based (plumbing, cable, etc). A standard van-size length of 18 to 20 feet provides adequate space to serve the needs of the residential uses. If a 20-foot long loading space were eliminated from the site and needed to be accommodated on the street, that length of space would be equal to approximately one parallel parking space. Thus, a service vehicle would typically utilize one on-street parking space.

It is reasonable to assume that the majority of service-based visits to the site would occur during normal business hours (weekdays between 8 a.m. and 5 p.m.). This time window is one that is less likely to conflict with the times of highest residential on-street parking demand, which would be after 5 p.m. and on weekends.

In summary, the anticipated impact of waiving the on-site loading space will be to nearby on-street parking. The loading activity for a residential development is typically service-based, and can be accommodated in a space of 18 to 20 feet in length, which equates to one on-street parking space. Therefore, one on-street parking space is likely to be displaced if the loading activity is moved to the right-of-way. However, the time period of displacement is likely to be within normal business hours when there is less residential on-street parking demand. In addition, the on-site vehicle parking for the condominiums exceeds Zoning Code requirements, making it less likely that condominium residents will be competing for on-street parking. This lesser impact (for on-street parking by Cambridge Condominium residents) serves to offset the impact of displacing one on-street parking space for loading activity associated with the condominium.

This criterion is met.

- B.** If in a residential zone, the proposal will not significantly detract from the livability or appearance of the residential area, or if in an OS, C, E, or I zone, the proposal will be consistent with the classifications of the adjacent streets and the desired character of the area; and

Findings: The applicant desires to waive the on-site loading space requirement, and to have the loading activity occur within a designated on-street loading space.

The proposal to waive the on-site loading space and allow loading activity to occur on-street is not anticipated to detract from the appearance of the residential area. The PDOT response stated that the primary loading needs for housing are service-based (plumber, cable, etc), which would typically utilize service van type vehicles, rather than larger commercial vehicles such as semi-trucks. Service vehicles such as vans are similar in size to residents' commuter vehicles. Therefore, the parking of service van type vehicles within the right-of-way is consistent with the appearance of residents' commuter vehicles parked on the street, and is consistent with the appearance of the residential area.

Regarding livability of the residential area, waiver of the on-site loading space will place the loading activity within the right-of-way. The anticipated impact will be the displacement of one on-street parking space by a service van that would otherwise be expected to use an on-site loading space. However, it is reasonable to conclude that most service-based visits to the site will occur during normal business hours when residential demand for on-street parking in the area is not as high as at other times. Lastly, displacement of one on-street parking space by a service vehicle, in either a designated loading area or in a parking space on the street, is offset by the fact that the site has approximately 40 more on-site vehicle parking spaces than required by the Zoning Code. The additional on-site vehicle parking spaces are anticipated to reduce the degree to which Cambridge Condominium residents will utilize on-street parking.

This criterion is met.

- C. If more than one adjustment is being requested, the cumulative effect of the adjustments results in a project which is still consistent with the overall purpose of the zone; and

Findings: Only one adjustment is being requested, therefore this criterion is not applicable.

- D. City-designated scenic resources and historic resources are preserved; and

Findings: The site does not contain any city-designated scenic or historic resources, therefore this criterion is not applicable.

- E. Any impacts resulting from the adjustment are mitigated to the extent practical; and

Findings: The applicant is proposing to mitigate for waiver of the on-site loading space by placement of a dedicated loading area along the site's 24th Avenue frontage. As proposed by the applicant, the space will be 35 feet in length and will be signed for loading only, Monday through Friday from 8 a.m. to 5 p.m.

However, as noted in PDOT's response, PDOT has sole authority over parking management in the public right-of-way. Therefore, BDS cannot impose a condition of approval requiring the applicant to obtain an on-street loading space as mitigation for waiver of the on-site loading space, as part of this land use review. The applicant may contact the Parking Control section of the Office of Transportation to apply for an on-street loading space, but Parking Control will determine the most appropriate location, length, and hours for the space. If there is already an existing on-street loading space in the vicinity, particularly one that is not fully utilized, Parking Control may conclude that an additional on-street loading space is not in the public's best interest.

In summary, whether an on-street loading space will be authorized (as well as its location, length and hours) will be determined by Parking Control, outside of the land use review process. As a result, for purposes of this land use review, BDS staff must examine the impact of waiving the on-site loading space without installation of a new on-street loading space.

As discussed under Approval Criteria A and B, the impact is expected to be limited in scope, to the displacement of one on-street parking space by a service vehicle such as a van. Service vehicles are likely to come to the site during normal business hours, when residential on-street parking demand is less than at other times. Therefore, the impact of waiving the on-site loading space appears to be relatively limited (loss of one on-street parking space during normal business hours). The impact is offset by the fact that the Cambridge Condominiums site is providing approximately 40 more on-site vehicle parking spaces than required by the Zoning Code. This larger amount of on-site vehicle parking makes it less likely that Cambridge Condominium residents will be competing with other neighborhood residents for on-street parking in the area.

This criterion is met.

- F.** If in an environmental zone, the proposal has as few significant detrimental environmental impacts on the resource and resource values as is practicable.

Findings: The site is not within an environmental zone, therefore this criterion is not applicable.

DEVELOPMENT STANDARDS

Unless specifically required in the approval criteria listed above, this proposal does not have to meet the development standards in order to be approved during this review process. The plans submitted for a building or zoning permit must demonstrate that all development standards of Title 33 can be met, or have received an Adjustment or Modification via a land use review prior to the approval of a building or zoning permit.

CONCLUSIONS

The applicant has requested an Adjustment to Section 33.266.310, to waive the required on-site loading space for the development. Waiver of the on-site parking space is likely to result in loading activity occurring within the right-of-way. The neighborhood has a high on-street parking demand. However, the loading activity for the residential development is likely to be a service-related vehicle, such as a van, that would displace approximately one on-street parking space. The displacement of the on-street parking space by the service-related vehicle is likely to be within normal business hours when the residential on-street parking demand is less. The impact of waiving the on-site loading space is thus likely to be the loss of one on-street parking space during normal business hours, and is offset by the fact that the site is providing approximately 40 more on-site parking spaces than required by the Zoning Code. Therefore, the proposal can be approved.

The applicant can apply for an on-street loading space through the Parking Control Section of the Office of Transportation. A review of the area will be made to determine the most appropriate location for a loading zone. An appropriate length will be determined that will likely provide space for a standard van and adequate maneuvering room. The Parking Control section will also determine the appropriate hours for the loading space. The loading space will not likely be signed for full day loading hours, but will more likely be signed for the 7 a.m. to 11 a.m. or 7 a.m. to 2 p.m. hours.

ADMINISTRATIVE DECISION

Approval of an Adjustment to Section 33.266.310, to waive the on-site loading space for the development.

Decision rendered by: Suzanne Savin **on November 16, 2007.**
By authority of the Director of the Bureau of Development Services

Decision mailed: November 20, 2007

Staff Planner: Suzanne Savin

About this Decision. This land use decision is **not a permit** for development. Permits may be required prior to any work. Contact the Development Services Center at 503-823-7310 for information about permits.

Procedural Information. The application for this land use review was submitted on September 21, 2007, and was determined to be complete on October 5, 2007.

CITY OF PORTLAND
Office of the City Auditor
1221 SW Fourth Avenue, Room 140
Portland OR 97204

Recorded in the County of Multnomah, Oregon
C. Suick, Deputy Clerk
50.00
98105487 4:00pm 06/17/98
003 30004995 03 00
A77 10 0.00 50.00 0.00 0.00

I hereby certify this Land Use Document No. 98-00299 AD to be a
complete and exact copy of the original as the same appears on file and of
record in my office and in my care and custody on JUN 02 1998.

BARBARA CLARK
Auditor of the City of Portland

By *N. Quan*
Deputy

RETURN TO CITY AUDITOR
131/140/Nancy Quan

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CITY OF

PORTLAND, OREGON

BUREAU OF PLANNING

Charlie Hales, Commissioner
David C. Knowles, Director
1120 S.W. 5th, Room 1002
Portland, Oregon 97204-1966
Telephone: (503) 823-7700
FAX (503) 823-7800

NOTICE OF A DECISION ON A PROPOSAL IN YOUR NEIGHBORHOOD

The Planning Bureau has approved a proposal in your neighborhood. The reasons for our decision are given below. If you disagree with the decision, you may appeal it and request a public hearing. Information on how to do this is at the end of this report. If you have any questions or need more information, please call the staff planner, Rebecca Esau, at 823-6966.

ADMINISTRATIVE FINDINGS AND DECISION ON ADJUSTMENT

FILE NUMBER: LUR 98-00299 AD (BEECHWOOD)

I. GENERAL INFORMATION

Applicants: Matthew Drake, President (295-6460)
Drake Family Co-Tenancy (Deedholder)
2121 SW Broadway, Suite 320
Portland, OR 97201

Representative: GBD Architects, Doug Circosta (224-9656)
920 SW Third Avenue, Suite 4000
Portland, OR 97204

Location: NW Irving, NW Westover, near NW 24th Avenue

Legal Description: Tax Lot 2, Sec. 33, T1N R1E (Book/Page 94/187910)

Tax Account #(s): R-94133-0020 **Quarter Section:** 2927

Neighborhood: Northwest District Assn., contact John Bradley at 227-7484.
Neighborhood within 400 feet of the site: Hillside (Contact: Rhonda Skubi, 222-1275).
District Neighborhood Coalition: Neighbors West/Northwest, David Allred at 223-3331.

Zoning/Designations: R1 (Medium Density Multi-Dwelling Zone)

Land Use Review: Adjustment

Proposal: The applicant is requesting a reduction in the number of dwelling units required on the site. At a minimum, the applicant is required to develop 36 units on this site. (One dwelling unit per 2,000 square feet, and the site is 70,463 square feet, therefore 36 dwelling units are required.) The applicant is requesting an adjustment to reduce the minimum density from the required 36 dwelling units to 31 dwelling units.

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City Government Information TDD (for Hearing & Speech Impaired): (503) 823-6868

The proposed development is a 29-unit condominium project in seven structures. Vehicular access will be from the southern corner of the site from NW 24th. Twenty-one units will be located in four structures oriented to NW Westover. These buildings will include three levels of flats on top of parking garages. The remaining ten units will be in three buildings oriented to NW Irving and NW 24th Avenue. No land division is proposed.

At this time, the design is in the conceptual stages, and details of the design in relation to the zoning code regulations are not being reviewed. Only the proposed density is being reviewed in relation to the code requirements.

In order for the proposed reduction in density to be approved, it must be found that the criteria of Section 33.805.040 are met.

(Note: At the time the Notice of the Proposal was mailed, the applicant was proposing 29 units. The plan has been modified to come closer into conformance with the required density and includes two more dwelling units, for a total of 31 dwelling units.)

II. ANALYSIS

Site and Vicinity: The site is triangular in shape and is located south of NW Irving Street between NW 24th Avenue and NW Westover Road. The site area is 70,463 square feet, therefore the minimum density required is 36 dwelling units and the maximum density allowed is 70 dwelling units. The site slopes steeply downward from the west to the east. There is an elevation change of approximately 62 feet between the northeast and northwest end of the site and slopes on the site range from 16% to 50%, with some slopes dropping five feet in a distance of five feet (1:1 slope). The City's landslide hazard designation on this site indicates that there is a "moderate" landslide hazard.

Currently the site is undeveloped and there are three mature Copper Beech trees located on the northeastern portion of the site. Together these trees with their associated drip lines occupy approximately 12% of the site area. The applicant states that the uniqueness, maturity and good health of these trees provide a special amenity for both the site and the neighborhood. The proposal has incorporated these trees into the site design. The City Forester has stated that, "A permit to remove the three large beech trees under the tree removal ordinance will not be issued at this time. The applicant is encouraged to include tree preservation in the development of this site. The Planning Bureau is encouraged to adopt and approve a plan for this site which includes the protection and preservation of these three trees." (See Exhibit A.1, Appendix 2).

The portion of NW Irving Street at the north end of the site does not connect with NW Westover Road because of the steep topography. A stairway provides a pedestrian connection between the end of NW Irving Street below and NW Westover above. Northwest Westover has a right-of-way width of 60 feet and is improved with a paved roadway. Required street improvements are discussed later in this report. Northwest 24th Avenue has a right-of-way width of 60 feet and is improved with a paved roadway, sidewalk and planter strip.

The neighborhood has a mix of development types and intensities. A commercial corridor lines NW 23rd Avenue. Single-family and multi-family dwellings are located between NW 23rd Avenue and NW 24th Avenue, east of the site, which is a relatively flat area. To the west, the topography slopes steeply upward and is developed with single-family and multi-family dwellings. A multi-family residential development is located north of the site.

Zoning: The zoning on the site is R1 which is a Medium Density Multi-Dwelling zone. Allowed housing is characterized by one to four story buildings and a higher percentage of building coverage than in the R2 zone. The major type of new housing in this zone will be multi-dwelling structures (condominiums and apartments), duplexes, townhouses, and rowhouses. Generally, R1 zoning is applied near neighborhood collector and district collector streets, and local streets adjacent to commercial areas, or major streets. Development standards for the R1 zone include:

- Maximum density of 1 unit per 1,000 square feet of site area;
- Minimum density of 1 unit per 2,000 square feet of site area;
- Maximum building coverage is limited to 60% of the site area;
- Minimum landscaped area required is 20% of the site area.

Land Use History: There is no quasi-judicial land use history on this site.

Agency Review: The Bureau of Transportation Engineering and Development responded to the notice for this land use review stating that they have no objection to the current proposal, and that right-of-way improvements will be required as part of building permit approval (Exhibit E.1).

Transportation Planning, Office of Transportation, responded to the proposal stating that there are no transportation planning issues. However, they noted that the site plan submitted does not conform to zoning code regulations relating to on-site pedestrian circulation. Also, sidewalks and curbs along NW Westover will be required to be rebuilt and a stair connecting NW 24th to NW Westover approximately at NW Glisan will be required (Exhibit E.2).

The Bureau of Traffic Management stated that there are no transportation issues related to the approval criteria, therefore, Traffic Management has no concerns. Driveway design and location will be subject to review and approval by the City Engineer during the building permit process (Exhibit E.3).

Applicant's Intent: The applicant has been working with the City and with the neighborhood association for several months to develop a design that would comply with the City's code requirements and address the concerns of the neighborhood. The neighborhood is primarily concerned about on-street parking and traffic. The applicant's intent was to create a self-contained development that would have little to no negative impact on the surrounding neighborhood regarding the shortage of on-street parking.

Neighborhood Review: There were several written responses to the notice for this land use review from the neighborhood association and surrounding property owners. The first letter from a neighbor (Exhibit F.1) expressed the following concerns:

1. Roof height and obstruction of views from the Kings Square condominiums, and a suggestion that the proposed structures should be built down into the ground another three feet;
2. Westover Road traffic and parking - on-street parking should be prohibited, and Westover should be widened;
3. Pedestrian safety - crosswalk needed
4. NW 24th Avenue traffic - concern about the intersection of NW 24th Flanders, and Westover;
5. Stairway near Hoyt, connecting NW 24th and NW Westover, needs improvements;
6. On-street parking;
7. Parks - if the City acquired the site for use as a park, park security and patrolling would be needed

Staff response: The City does not regulate views from private property, and the proposed development must comply with the height restrictions of the zoning code. Also, it is staff's understanding that there is a deed restriction on the height of development on this site. The Office of Transportation has provided the following information regarding street improvements (Exhibit G.1):

1. As part of the condominium project on the west side of Westover, the developer will be required to build a 6-foot wide sidewalk adjacent to the curb. This sidewalk will not extend along the narrow part of Westover where there is a steep bank immediately adjacent to the roadway. To improve pedestrian access along Westover, the developer will build a curb extension approximately in the middle of their frontage. A raised pedestrian crossing will be created at this location. Plans have been approved and a permit issued for this work.
2. As a part of the development of the land on the east side of Westover, the developer will be required to build a 6-foot sidewalk and new curb along their frontage. This sidewalk will be adjacent to the curb because of the slope.
3. The overall curb to curb width of Westover will not change. on-street parking will continue to be allowed along the portion of Westover where it currently is allowed.
4. As part of the development, the existing stairs will be repaired as necessary and a new stair will be constructed from NW 24th and Glisan up to Westover.

The site is zoned for multi-dwelling residential development and the City has no plan to acquire the property and change the zoning to create a park (Exhibit F.5). Regarding the issue of on-street parking, see the response below.

The second letter from a neighbor (Exhibit F.2) expressed concern about parking, and suggested that two on-site parking spaces should be required for each dwelling unit, and that on-site visitor parking should be mandated.

Staff response: Although staff acknowledges the on-street parking difficulties in this neighborhood, the zoning code requires only one on-site parking space per dwelling unit. Given the zoning on this site and the site area, the code allows a maximum number of 70 dwelling units on the site, and requires a minimum of 36 dwelling units. If the applicant was requesting an Adjustment to exceed the maximum number of dwelling units on the site, there would be a connection for requiring additional on-site parking. The applicant is requesting approval to provide fewer dwelling units than is required, and there is no connection between a reduction in density and an increase in required parking. In other words, the only reason for this land use review is to consider a request to decrease the required density on the site. If the applicant had proposed 36-70 dwelling units (and met all the applicable development standards) the development would be allowed by right, without a land use review, or the opportunity for public comment.

Also note, the applicant has proposed 2 parking spaces per unit for buildings 1-4. Buildings 2 and 3 will have 3-4 guest parking spaces total. Buildings 5-7 will have 1 parking space per unit and a total of 4-6 guest parking spaces (Exhibit A.3).

A third letter was from the NWDA Planning Committee, which voted 5 to 3 to approve the density reduction request (Exhibit F.3).

A fourth letter from a neighbor expressed concern about traffic on Westover, pedestrian access into and across the site, pedestrian safety crossing Westover, and on-street parking on NW 24th between Flanders and Glisan (Exhibit E.4)

Staff response: There is no direct connection between a request to reduce the required number of dwelling units and these issues. Traffic safety issues in the neighborhood should be discussed with the Bureau of Traffic Management. Street improvement issues should be raised with the Bureau of Transportation Engineering and Development. The parking issue was addressed earlier in this report.

A. ZONING CODE APPROVAL CRITERIA

33.805.010 Purpose of Adjustments

The regulations of the zoning code are designed to implement the goals and policies of the Comprehensive Plan. These regulations apply city-wide, but because of the city's diversity, some sites are difficult to develop in compliance with the regulations. The adjustment review process provides a mechanism by which the regulations in the zoning code may be modified if the proposed development continues to meet the intended purpose of those regulations. Adjustments may also be used when strict application of the zoning code's regulations would preclude all use of a site. Adjustment reviews provide flexibility for unusual situations and to allow for alternative ways to meet the purposes of the code, while allowing the zoning code to continue to provide certainty and rapid processing for land use applications.

33.805.040 Adjustment Approval Criteria

Adjustment requests will be approved if the review body finds that the applicant has shown that approval criteria A. through F. stated below have been met.

- A. Granting the adjustment will equally or better meet the purpose of the regulation to be modified; and

Findings: The number of dwellings per unit of land (the density) is controlled so that housing can match the availability of public services and the availability of support commercial areas. The density standards also allow the housing density to be matched with the carrying capacity of the land. In addition, the density standards are used as one type of control of overall building bulk. In areas with the highest level of public services, the minimum density standards ensure that the service capacity is not wasted and that the City's housing goals are met.

Service bureaus indicate public services in the vicinity are adequate to serve the 36 required dwelling units. Required improvements in the NW Westover right-of-way are listed earlier in this report under the Neighborhood Review section. Sanitary sewer is available in NW Irving and a portion of Westover Road. There is a combined storm sewer in NW Irving. There are water lines in Westover, Irving and NW 24th. Public transportation is available via Line No. 18 on NW Westover (peak hour only), via Line No. 15 on NW 23rd Avenue (one block to the east), and via Line No. 77 on NW Lovejoy. (three blocks to the north).

The proposed building bulk (3 to 4 story structures with multiple dwelling units) is consistent with the description of development in the R1 zone. The issue in this situation is the carrying capacity of the land. The constraints include the site's irregular shape and the steep topography.

The project site is triangular in shape with the southern edge being a particularly acute angle of about 22 degrees. This southern portion of the site (approximately 5.5% of the total site) is too narrow to accommodate required setbacks and any kind of realistic usable building envelope.

In analyzing the issue of density related to the carrying capacity of the land, it is important to consider how Title 34 (which regulates land divisions) addresses the issue of minimum density and allows exceptions. Although this is not a land division and those regulations are not directly applicable, an argument could be made that site constraints should allow some flexibility regarding minimum density. In Title 34, areas within an Environmental Overlay zone or areas within flood plains may be subtracted from the site area when calculating minimum density for a project. In section 34.50.015.C, it goes on to state that "Minimum density is not required where it is unfeasible due to constraints such as **land hazards, topography, solar or tree preservation requirements, access limitations, or other similar constraints.**"

The site is steeply sloping with grades to 16-50% in some areas, and 1:1 slopes in other areas. (A 1:1 slope means that for every foot of horizontal distance, there is an equivalent change in elevation.) Also, the site has a "moderate landslide hazard" designation. Based on the methodology used for calculating minimum density in Title 34, the minimum density required on this site could be reduced due to the landslide hazard designation and steep slopes.

Note: Approximately 12,550 square feet of the site contains slopes of 50% or greater. If this area were subtracted from the total site area (70,463 sq. ft.), 57,913 square feet remain. Given that reduced site area, 29 dwelling units would be required.

Also, as noted above under the description of the site and vicinity, there are three mature Copper Beech trees located on the northeastern portion of the site. Together these trees with their associated drip lines occupy approximately 12% of the site area. The City Forester has stated that, "A permit to remove the three large beech trees under the tree removal ordinance will not be issued at this time. The applicant is encouraged to include tree preservation in the development of this site. The Planning Bureau is encouraged to adopt and approve a plan for this site which includes the protection and preservation of these three trees." (See Exhibit A.1, Appendix 2).

In the purpose statement for the minimum density requirement, the minimum density standards ensure that in areas with the highest level of public services the service capacity is not wasted and that the City's housing goals are met. If the site area (70,463 sq. ft.) was flat and regularly shaped, it would be easy to meet the minimum density requirement. With this proposal, there is a net increase in housing opportunities and the public service capacity is not wasted.

For these reasons, it is appropriate to reduce the required number of dwelling units on this site from 36 units to 31 units. The 31 units will help the City achieve its housing goals, the existing public service capacity is not wasted, and the carrying capacity of the land is not exceeded. The purpose of the minimum density regulation is equally met, and this criterion is met.

- B.** If in a residential zone, the proposal will not significantly detract from the livability or appearance of the residential area; and

Findings: The proposed reduction in the required number of dwelling units will result in the preservation of the mature beech trees on the site, and a less built-up development proposal. The proposal reduces the intensity of the use and therefore reduces potentially negative impacts to the livability of the residential area.

The primary issue pertaining to livability in the surrounding residential neighborhood is the shortage of on-street parking. As mentioned earlier in the report, the applicant's intent is to create a self-contained development with sufficient on-site parking to minimize impacts to the surrounding neighborhood. An increase in the number of proposed units would result in an increase in the number of parking spaces required, which in turn could result in curb cuts for driveways along NW 24th Avenue and Westover Road. Currently only one curb cut is proposed (on NW 24th Avenue), with a driveway serving the interior of the site and garages oriented toward the driveway. There are not numerous curb cuts along NW 24th Avenue, therefore on-street parking is preserved.

Also, as noted above, there are three mature Copper Beech trees located on the northeastern portion of the site. These trees provide a special amenity for both the site and the neighborhood and have been incorporated into the site design. The trees enhance the appearance of the residential area. The City Forester has encouraged the Planning Bureau to adopt and approve a plan for this site which includes the protection and preservation of these three trees (See Exhibit A.1, Appendix 2). Also, the applicant has included these trees in the justification for the need to reduce the required density on the site. Therefore it should be made a condition of approval that these trees remain on the site to enhance the appearance of the residential area. The removal of the trees should only be allowed if the trees are diseased or dead, or if they pose an immediate danger as determined by a certified arborist and the City Forester. The areas within their driplines shall be retained as landscaped open space.

With the above condition, the proposal to reduce the required number of dwelling units from 36 to 31 will not significantly detract from the livability or appearance of the residential area. This criterion is met.

- C. If more than one adjustment is being requested, the cumulative effect of the adjustments results in a project which is still consistent with the overall purpose of the zone; and

Findings: Only one adjustment is requested. Therefore, this criterion is not applicable.

- D. City-designated scenic resources are preserved; and

Findings: There are no City-designated scenic resources on or near this site that need to be preserved. Such resources are identified by an "s" overlay zone, which is not applied to the subject site, nor applied to any property within a 200 foot radius of the subject site. Therefore, this criterion is not applicable.

- E. Any impacts resulting from the adjustment are mitigated to the extent practical.

Findings: There are no impacts to adjacent properties or to the neighborhood in general from this adjustment. Therefore, this criterion is not applicable.

- F. If in an environmental zone, the proposal has as few significant detrimental environmental impacts on the resource and resource values as is practicable.

Findings: The site is not within an environmental zone. Therefore, this criterion is not applicable.

B. DEVELOPMENT STANDARDS

Unless specifically required in the approval criteria listed above, this proposal does not have to meet the development standards in order to be approved during this review process. The development standards will have to be met before a building permit is issued.

The plans submitted are conceptual in nature, and the exact site layout has not been determined. It should be noted that the site is within a designated Pedestrian District, therefore the location of the buildings must comply with the maximum transit street setback regulations. Also, an internal on-site pedestrian circulation system will be required.

III. CONCLUSIONS

The proposal to reduce the required minimum density on the site from 36 to 31 dwelling units equally meets the purpose of the minimum density requirement. The site constraints include steep topography, a moderate landslide hazard designation, and an irregular lot shape. The proposed 31 units will help the City achieve its housing goals, the existing public service capacity is not wasted, and the carrying capacity of the land is not exceeded. The City Forester encouraged the Planning Bureau "to adopt and approve a plan for this site which includes the protection and preservation of these three trees." A condition of this approval should require that these trees be retained on the site. With this condition, the proposal to reduce the required density will not significantly detract from the appearance or livability of the residential area. There are no impacts resulting from the reduction in density that would require mitigation. All of the applicable approval criteria are met and the proposal to reduce the required minimum density from 36 units to 31 units should be approved.

IV. ADMINISTRATIVE DECISION

Approval of the Adjustment to reduce the minimum density from the required 36 units to 31 units, subject to the approved site plan (Exhibit C.1) dated May 13, 1998 and the following conditions: *(The site plan is included only to show the location of the driplines of the trees to be retained, and does not imply approval of other aspects of the development proposal.)*

- A. As part of the building permit application submittal, the following development-related condition (B) must be noted on each of the 4 required site plans or included as a sheet in the numbered set of plans. The sheet on which this information appears must be labeled "ZONING COMPLIANCE PAGE- Case File #LUR 98-00299 AD." All requirements must be graphically represented on the site plan, landscape, or other required plan and must be labeled "REQUIRED."
- B. The Copper Beech trees on the site shall be retained. The removal of the trees should only be allowed if the trees are diseased or dead, or if they pose an immediate danger as determined by a certified arborist and the City Forester. The area within the driplines shown on the site plan shall be retained as landscaped open area.

NOTES:

Some of the information contained in this report was provided by the applicant. As required by Section 33.800.060 of the Portland Zoning Code, the burden of proof is on the applicant to show that the approval criteria are met. The Bureau of Planning has independently reviewed the information submitted by the applicant and has included this information only where the Bureau of Planning has determined the information satisfactorily demonstrates compliance with the applicable approval criteria. This report is the decision of the Bureau of Planning with input from other City and public agencies.

The following are not conditions of this approval, but have been noted as requirements that will be imposed by City bureaus at the time building permits are issued.

1. As a condition of building permit approval, the applicant will need to meet the requirements of the City Engineer pertaining to street improvements and pedestrian connections.

Staff Planner: Rebecca Esau

Decision rendered by Susan Feldman on May 13, 1998

Decision filed May 14, 1998

Decision mailed May 14, 1998

This application was determined to be complete on April 20, 1998.

Appealing this decision. This decision may be appealed to the Portland Adjustment Committee, which will hold a public hearing. Appeals must be filed by **4:30 PM on May 28, 1998** at the Permit Center (First Floor, Portland Building) on the forms provided by the Bureau of Planning. **An appeal fee of \$250 will be charged.** The appeal fee will be refunded if the appellant prevails. Neighborhood associations and low-income individuals may qualify for a waiver of the appeal fee. Assistance in filing the appeal and information on fee waivers are available from the Bureau of Planning in the Permit Center. Fee waivers for low income individuals must be approved prior to filing your appeal; please allow 3 working days for fee waiver approval. Fee waivers for neighborhood associations require a vote of the authorized body of your association. Please see appeal form for additional information.

You may review the file on this case at our office on the 10th floor of the Portland Building, 1120 SW Fifth Avenue; Portland, Oregon.

Attending the hearing. If this decision is appealed, a hearing will be scheduled, and you will be notified of the date and time of the hearing. The decision of the Adjustment Committee is final; any further appeal is to the Oregon Land Use Board of Appeals (LUBA) within 21 days of the date of mailing the decision, pursuant to ORS 197.620 and 197.830. Contact LUBA at 306 State Library Building, 250 Winter Street NE, Salem, Oregon 97310 [Telephone: (503) 373-1265] for further information.

Failure to raise an issue by the close of the record at or following the final hearing on this case, in person or by letter, may preclude an appeal to the Land Use Board of Appeals (LUBA) on that issue. Also, if you do not raise an issue with enough specificity to give the Adjustment Committee an opportunity to respond to it, that also may preclude an appeal to LUBA on that issue.

98-00299 AD

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C. Swick, Deputy Clerk



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RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Weston-Scherzer Co., L.L.C.
c/o Scherzer Partners, Inc.
5440 S.W. Westgate Drive, Suite 222
Portland, Oregon 97221

UNTIL A CHANGE OF ADDRESS IS
REQUESTED, SEND ALL TAX STATEMENTS TO:

Weston-Scherzer Co., L.L.C.
c/o Scherzer Partners, Inc.
5440 S.W. Westgate Drive, Suite 222
Portland, Oregon 97221

SPECIAL WARRANTY DEED

DRAKE FAMILY CO-TENANCY ("Grantor"), conveys and specially warrants to WESTON-SCHERZER CO., L.L.C., an Oregon limited liability company ("Grantee"), the real property in Multnomah County, Oregon described in Exhibit A attached hereto, free of encumbrances created or suffered by Grantor except as specifically set forth in Exhibit B attached hereto.

Grantor also conveys for the benefit of the Grantee, subject to all existing liens and encumbrances, the view easement described below affecting the parcel of land lying to the immediate east of Westover Road, known as Tax Lot Number 2, which is legally described on Exhibit C attached hereto. Such view easement over such parcel starts at the north end of the west property line abutting N.W. Westover Road and extends a distance of 450 feet to the south along such property line. In this described area, the roof ridge line (the highest point of the roof) of any building(s) built on Tax Lot 2 shall not exceed an elevation of 251 feet in height as measured by the City of Portland benchmark datum. Commencing from the point along the property line of such parcel which is 450 feet to the south of the north end of the west property line of such parcel abutting N.W. Westover Road and extending south from such point for a distance of 84 feet, the roof ridge line on any building(s) built within this area shall not exceed an elevation of 246 feet as measured by the City of Portland benchmark datum. Commencing from the point along the property line of such parcel which is 534 feet to the south of the north end of the west property line of such parcel abutting N.W. Westover Road and continuing from such point south to the extreme

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south point of the west property line of such parcel, there shall be no building constructed by the Grantor on such parcel; provided, however, landscaping, retaining walls, roadways, signage and sheds, storage cabinets and other similar improvements may be placed, located or constructed in this area of such parcel provided that any landscaping planted will not be allowed to grow to an elevation that exceeds 15 feet from the ground level. Nothing contained in this view easement shall preclude Grantor from installing residential chimneys, mechanical and plumbing vents, or exhaust fans or other similar items on Grantor's improvements which protrude above the maximum roof ridge lines. Any elevators which may be installed will be licensed by the State of Oregon and elevator protrusions extending more than three feet outside the roof ridge lines will be subject to the review and approval of Grantee, which approval shall not be unreasonably withheld.

The true consideration paid for this conveyance is \$1,800,000.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 25 day of July, 1996.

GRANTOR: DRAKE FAMILY CO-TENANCY

By: [Signature]
Franklin G. Drake, individually and as attorney-in-fact for Amy Drake Reeves, Matthew B. Drake and Andrea E. Hull

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this 25th day of July, 1996, by Franklin G. Drake, individually and as attorney-in-fact for Amy Drake Reeves, Matthew B. Drake and Andrea E. Hull, on behalf of the Drake Family Co-Tenancy.

[Signature]
Notary Public for Oregon
My Commission Expires



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: A tract of land in Section 33, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Northeast corner of that tract of land conveyed to Portland Manufacturing Company in a deed recorded November 8, 1956 in Book 1815 page 541, Deed Records; said point being on the Westerly line of NW Westover Road; thence along the Westerly line of said NW Westover Road North 23 degrees 03' 15" West 67.71 feet; thence North 28 degrees 40' 29" West 369.52 feet; thence North 32 degrees 58' 15" West 9.00 feet; thence leaving said NW Westover Road South 57 degrees 01' 45" West 27.20 feet to a point of curvature; thence 53.25 feet along the arc of a 60.00 foot radius curve to the right through a central angle of 50 degrees 50' 58" (the long chord of which bears South 82 degrees 27' 14" West 51.52 feet); thence South 54 degrees 42' 48" West 91.76 feet; thence South 28 degrees 40' 29" East 75.37 feet; thence South 61 degrees 19' 31" West 110.00 feet; thence South 28 degrees 40' 29" East 90.00 feet; thence North 61 degrees 19' 31" East 110.00 feet; thence South 28 degrees 40' 29" East 309.01 feet; thence North 60 degrees 25' 10" East 158.42 feet to the Westerly line of said NW Westover Road; thence along the Westerly line of said NW Westover Road North 23 degrees 03' 15" West 20.15 feet to the point of beginning.

PARCEL 2: A non-exclusive, permanent access easement for ingress and egress, for pedestrians and for vehicles of all forms, over and upon the following, situated in Section 33, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at an iron pipe located on the Southerly line of that tract of land described in Deed Book 604 page 905 and also being on the Westerly line of NW Westover Road, said iron pipe also being South 2026.72 feet and East 58.83 feet from the Northwest corner of Section 33, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon; thence from said iron pipe along the Westerly line of said NW Westover Road South 32 degrees 59' 42" East 205.03 feet and South 32 degrees 58' 15" East 146.62 feet to the true point of beginning; thence leaving the Westerly line of NW Westover Road 12.87 feet along the arc of a 20.00 foot radius curve to the right through a central angle of 36 degrees 52' 12" to a point of tangency; thence South 57 degrees 01' 45" West 25.00 feet to a point of curvature; thence 53.56 feet along the arc of a 30.00 foot radius curve to the right through a central angle of 102 degrees 17' 26" to a point; thence leaving said arc radially South 69 degrees 19' 11" West 20.00 feet to a point on a curve; thence 20.79 feet along the arc of a 50.00 foot radius curve to the left through a central angle of 23 degrees 49' 39" to a point of compound curvature; thence 82.17 feet along the arc of a 60.00 foot radius curve to the left through a central angle of 78 degrees 27' 47" to a point of tangency; thence North 57 degrees 01' 45" East 27.20 feet to a point on the Westerly line of said NW Westover Road; thence along the Westerly line of said N.W. Westover Road North 32 degrees 58' 14" West 32.00 feet to the point of beginning.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Portland City liens, if any affecting said premises.
2. Ordinance No. 102771 of the City of Portland, including the terms and provisions thereof,
Recorded:
Records of Multnomah County, Oregon.
Affects: part formerly in NW Westover Road
3. Variance No. VZ-233-73, including the terms and provisions thereof,
Recorded: December 26, 1973
Book: 964 Page: 1740
Records of Multnomah County, Oregon.
4. Ordinance No. 142940 of the City of Portland, including the terms and provisions thereof,
Recorded: December 23, 1976
Book: 1147 Page: 1001
Records of Multnomah County, Oregon.
5. Variance No. VZ182-77, including the terms and provisions thereof,
Recorded: October 12, 1977
Book: 1213 Page: 2305
Records of Multnomah County, Oregon.
6. Ordinance No. 14926, including the terms and provisions thereof,
Recorded: June 9, 1978
Book: 1270 Page: 869
Records of Multnomah County, Oregon.
7. Administrative Decision No. LUR 96-00063 ZC, including the terms and provisions thereof,
Recorded: March 21, 1996
Fee: 96042353
Records of Multnomah County, Oregon.
8. 1996-97 taxes, which are a lien, but not yet payable.

4

EXHIBIT "C"

A tract of land in Section 33, Township 1 North, Range 1 East, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning where the Easterly line of N.W. Westover Road intersects the West line of N.W. 24th Avenue; thence North $1^{\circ} 27'$ West on the West line of N.W. 24th Avenue 554.12 feet to the South line of N.W. Irving Street; thence South $88^{\circ} 33'$ West on the South line of N.W. Irving Street 272 feet, more or less, to the Easterly line of N.W. Westover Road as relocated by Ordinance No. 102771 of the City of Portland; thence Southerly on said road line as so relocated to the point of beginning.

5

JULY 25, 1996

BOOK OF RECORDS 7 10 19 75

Aud. 99-175-120

OFFICE OF
AUDITOR OF THE CITY OF PORTLAND
PORTLAND, OREGON 97204

ROOM 808
CITY HALL

COPY CERTIFICATE

BOOK 1650 PAGE 675

STATE OF OREGON,
County of Multnomah,
CITY OF PORTLAND.

85

GEORGE YERKOVICH Auditor of the City of Portland, do hereby certify that I have compared the following copy of Ordinance No. 140142, passed by the Council June 26, 1975, being, "An Ordinance waiving the provisions of Section 17.88.020 and 17.88.030 of the Code of the City which prohibits constructing multiple dwellings more than 250 feet from a dedicated street and on property where dedicated streets are more than 600 feet apart, for the benefit of Westover Land Corporation in the construction of approximately 105 condominium residences on NW Westover Road near NW 25th Avenue, and declaring an emergency",

with the original thereof, and that the same is a full, true and correct copy of such original

ORDINANCE NO. 140142,

and of the whole thereof as the same appears on file and of record in my office, and in my care and custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Portland affixed this 9th day of July, 1975.



George Yerkovich

Auditor of the City of Portland

By *Edna Cervera*

Deputy

ORDINANCE NO. **140142**

An Ordinance waiving the provisions of Sections 17.88.020 and 17.88.030 of the Code of the City which prohibits constructing multiple dwellings more than 250 feet from a dedicated street and on property where dedicated streets are more than 600 feet apart, for the benefit of Westover Land Corporation in the construction of approximately 105 condominium residences on NW Westover Road near NW 25th Avenue, and declaring an emergency.

BOOK 1050
PAGE 676

The City of Portland ordains:

Section 1. It appearing to the Council that Westover Land Corporation, 2447 NW Westover Road, 97209, has through Martin/Sonderstrom/Matteson, Architects, requested that provisions of Sections 17.88.020 and 17.88.030 of the Code of the City requiring that multiple dwellings be constructed within 250 feet of a dedicated street and on property where dedicated streets are more than 600 feet apart be waived to allow the construction of approximately 105 condominium residences on Tax Lots 1 and 52, Section 33, and Tax Lots 49 and 102, Section 32, T1N, R1E, adjacent to NW Westover Road near NW 25th Avenue; that the City Engineer, Fire Marshal, Planning Director and Bureaus of Water, Traffic, and Buildings do not object to granting the said request and that under certain conditions it will not be detrimental to the public interest; now, therefore, for the benefit of Westover Land Corporation (hereinafter referred to as the grantee) the provisions of Sections 17.88.020 and 17.88.030 of the Code of the City are waived for the above described project, subject to the following conditions:

- (a) The grantee shall provide private roads of adequate strength and width to support normal loads of fire equipment and these roads shall be kept free of parked vehicles or other obstructions that might impede movement of fire equipment. The grantee further agrees to the following conditions concerning fire protection:
 - (1) The structures will be constructed under benefit of permit and in accordance with regulations of City of Portland Building Code and including conditions as set forth by Building Code Board of Appeals action, Appeal No. 12, on date of 2/20/75.
 - (2) Access roads and water supply and hydrants on owner's private property for fire protection and suppression purposes will be in accordance with provisions as stated in the architect's letter dated 4/2/75 and as shown on architect's drawing "Fire Protection Water Supply Diagram," dated 4/4/75 which shall be a part of the building plans when submitted for permits.
- (b) The grantee understands and agrees that the private roads within the area referred to will not be maintained by the City and further agrees that no attempt will be made at a later date to dedicate said private roads to the City.
- (c) The grantee hereby agrees to hold harmless the Bureau of Fire for any liability for property damage caused by any reasonable and professional actions of the City Fire Department personnel while

ORDINANCE No.

carrying out their responsibilities within the project area. This shall include not only the grantee's property but property of the tenants or anyone within the area. Said agreement includes any legal fees and costs of defending any action or suit resulting from the Bureau of Fire operating within the project area.

- (d) The grantee understands and agrees that the Portland Bureau of Police does not patrol private roads and agrees no effort will be made at a later date to require the Bureau of Police to do so within the project area.
- (e) The grantee shall protect the City of Portland, its officers, agents and employees and hold them free and harmless from any claims for damages to persons or property including legal fees and costs of defending any actions or suits thereon which may be occasioned by the waiving of the Code provisions herein referred to.
- (f) This ordinance does not exempt the grantee from taking out any permit for any construction of said multiple dwellings or their appurtenances, or compliance with the requirements of any City ordinance or policy relating to such construction except as stated herein.
- (g) This agreement shall be deemed to run with the land and shall equally bind the grantees, successors, and/or assigns of the grantee to the conditions contained in this ordinance.
- (h) The City Auditor shall cause a certified copy of this ordinance to be recorded by the Clerk of Multnomah County in the appropriate Records of Deeds in his office, and the grantee shall reimburse the City of Portland for the cost of such recording.

Section 2. This ordinance shall not be effective and no building permit for said multiple dwelling upon the specified property shall be issued until the grantee has accepted the terms and provisions of this ordinance in writing in a form approved by the City Attorney.

Section 3. Inasmuch as this ordinance is necessary for the immediate preservation for the public health, peace and safety of the City of Portland in this: In order that construction of the multiple dwellings, as herein mentioned, may be commenced and carried forward by the grantee without unnecessary delay, therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUN 26 1975

Commissioner Connie McCreedy
GY:bd
6-5-75

Opie Hedstrom
Mayor of the City of Portland

Attest:

George Fedorovich
Auditor of the City of Portland

BOOK OF RECORDS 7 10 1975

11

30606

Certified Copy OSD 140142
To be Recorded

STATE OF OREGON)
Multnomah County) ss.

I, JOHN D. RICE, Director, Department of Administration Services and Recorder of Conveyances for said County, do hereby certify that the instrument of writing was recorded in and indexed in the record of said County at

JUN 10 10 45 AM '75
RECORDS SECTION
ADMIN. SERVICES
MULTNOMAH CO., OREGON

BOOK 1050 PAGE 678

1050 678

Witness my hand and seal this 10th day of June, 1975.

JOHN D. RICE, Director
1855 Department of Administration
Service

Rec-17

Deputy

Return to City Auditor

306

OFFICE OF
AUDITOR OF THE CITY OF PORTLAND
PORTLAND, OREGON 97204

ROOM 803
CITY HALL

COPY CERTIFICATE

STATE OF OREGON,
County of Multnomah,
CITY OF PORTLAND.

} ss

GEORGE YERKOVICH Auditor of the City of Portland, do hereby certify that I have compared the following copy of Planning and Zoning Code Variance No. VZ 233-73, to increase the building height from the allowable 3 stories to seven stories, in order to construct a 220-unit condominium project comprised of three building complexes, the building height will vary from two stories on grade at the northern portion of the property to seven stories above the parking level toward the southern portion of the property on Tax Lots 1, 49 and 52, Section 33, T1E, R1E, located at 2447 N. W. Westover Road, in Zone A1; approval with condition that no substantial numbers of dwelling units be added to the project,

with the original thereof, and that the same is a full, true and correct copy of such original

VZ 233-73,

and of the whole thereof as the same appears on file and of record in my office, and in my care and custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Portland affixed this 5th day of December, 1973.

George Yerkovich

Auditor of the City of Portland

By

Edna Cervese

Deputy

EX-100-100 1000

BOOK 964 PAGE 1741

CITY OF PORTLAND
INTER-OFFICE CORRESPONDENCE
(NOT FOR MAILING)

From Bureau of Planning
To Bureau of Buildings
Addressed to C. N. Christiansen, Building Inspections Director
Subject Planning and Zoning Code Variance No. VZ 233-73

On Nov. 20, 1973 the Zoning Code Variance Committee met and considered the following request:

Appellant: Westover Land Corp., Mitchell G. Drake, president, deedholder

Variance Requested: Permission to increase the building height from the allowable 3 stories to seven stories.

In order to construct a 220-unit condominium project comprised of three building complexes. The building height will vary from two stories on grade at the northern portion of the property to seven stories above the parking level toward the southern portion of the property.

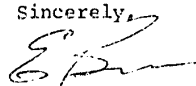
On property legally described as: Tax Lots 1, 52, 49; Sec. 32 & 33, 1N 1E

In zone: A1

Located at: 2447 N. W. Westover Road

The Committee action was as follows: Approved with condition that no substantial numbers of dwelling units be added to the project.

Do not waive the 14-day waiting period.

Sincerely,

Ernest R. Bonner
Planning Director

PC VZ-02
10-73 500

RECEIVED BY THE BUREAU OF BUILDINGS
NOV 23 1973

30000

RECEIVED BY THE BUREAU OF BUILDINGS
NOV 23 1973

BOOK 964 PAGE 1742

1891 100 100

Certified copy of VE 833-73
to be recorded

30098

STATE OF OREGON }
Multnomah County }

I, JOHN D. RICE, Director, Department of Administration, State of Oregon, do hereby certify that the within instrument, having been received for record and recorded in the office of the County Clerk of Multnomah County, Oregon, on the 25th day of December, 1975.



1975 DEC 25 PM 2 45

RECORD SECTION
MULTNOMAH CO., OREGON

In # 964 1742
witness my hand and seal of office at this date.

JOHN D. RICE, Director,
Department of Administration
Service
Deputy

Rec-17

Return to City Auditor

400

605
11

AFTER RECORDING, RETURN TO:

Howard M. Feuerstein
Stoel Rives LLP
900 SW Fifth Avenue
Suite 2600
Portland, Oregon 97204

Multnomah County Official Records
Cindy Swick, Deputy Clerk

2008-030695



\$76.00

1R-AMDECUO
\$60.00 \$11.00 \$5.00

02/28/2008 04:39:21 PM
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**FIRST AMENDMENT TO DECLARATION AND PLAT OF
CAMBRIDGE CONDOMINIUMS**

**FIRST AMENDMENT TO DECLARATION AND PLAT OF CAMBRIDGE
CONDOMINIUMS** is executed this 5th day of Feb., 2008 by **CAMBRIDGE
CONDOMINIUMS OWNERS ASSOCIATION** ("Association").

RECITALS

CTIC

A. Cambridge Condominiums (the "**Condominium**") is a condominium located in the City of Portland, Multnomah County, Oregon, established pursuant to Declaration Submitting Cambridge Condominiums to Condominium Ownership recorded December 17, 2007 in the Records of Multnomah County, Oregon, as Document No. 2007-214620 (the "**Declaration**").

B. Association is the association of unit owners established pursuant to the Declaration.

C. The surveyor who prepared the Plat has discovered errors in the location and measurement of the limited common element decks, Storage Units and Parking Units listed on the attached Exhibit A. In addition, by scrivener's error, certain provisions of the Declaration referred to "**House Units**" when they should have referred to "**Living Units**".

D. The Association wishes to amend the Declaration and Plat to conform the location and measurements of the limited common element decks, Storage Units and Parking Units listed on the attached Exhibit A to what actually existed at the time the Declaration and Plat were recorded and to correct the scrivener's errors in the Declaration.


NOW, THEREFORE, the Declaration and Plat are hereby amended as follows:

1. **Plat Amendment.** A Plat Amendment shall be recorded showing the correct location and measurement of the limited common element decks, Storage Units and Parking Units listed on the attached Exhibit A.

2. **Correction to Exhibit B.** The attached Exhibit B is hereby substituted for Exhibit B attached to the Declaration in order to conform the Declaration to the Plat Amendment and of the actual square footages of the decks, Storage Units and Parking Units.

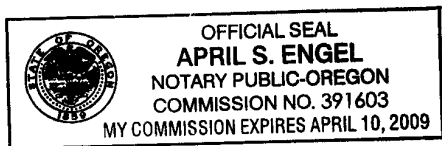
3. **Correction to Declaration.** The term "**House Units**" as used in Sections 1.9, 4.3(a), 8.2, 10.1, 10.2, 10.3 and 15.1 of the Declaration, is hereby corrected to read "**Living Units**".

**CAMBRIDGE CONDOMINIUMS OWNERS
ASSOCIATION**

By: 
Martin T. Kehoe, Chairperson and Secretary

STATE OF OREGON)
)
COUNTY OF MULTNOMAH) ss

The foregoing instrument was acknowledged before me this 5th day of Feb, 2008 by Martin T. Kehoe, Chairperson and Secretary of the Cambridge Condominiums Owners Association, on its behalf.





Notary Public for Oregon
My Commission Expires: April 10, 2009

CERTIFICATION

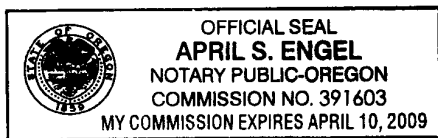
STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

COME NOW Martin T. Kehoe who now deposes and says that he is the Chairperson and Secretary of Cambridge Condominiums Owners Association and that the within Amendment has been approved in accordance with the Declaration and ORS 100.135.



Martin T. Kehoe, Chairperson and Secretary

Subscribed and sworn to before me this 5th day of Feb., 2008.





Notary Public for Oregon
My Commission Expires: April 10, 2009

The foregoing Amendment has been approved pursuant to the Oregon Condominium Act this 28th day of February, 2008.

MULTNOMAH COUNTY ASSESSOR

By: Frank J. Henderson

The foregoing Amendment has been approved pursuant to ORS 100.110 this 9th day of February, 2008 and in accordance with ORS 100.110(7), this approval shall automatically expire if this Amendment is not recorded within two (2) years from this date.

OREGON REAL ESTATE COMMISSIONER

By: Laurie Skillman
Laurie Skillman

EXHIBIT A

List of Decks, Storage Units and Parking Units Being Corrected

Decks Pertaining to Units:

1-101, 2-101, 2-102, 3-202, 3-302, 3-402, 3-500, 4-102, 4-201, 4-301, 4-401, 4-501, 5-102,
5-103, 5-406, 5-501, 5-503, 5-504

Storage Units:

L35, U6, U7, U10, U20, U21, U22

Parking Units:

P2.41

EXHIBIT B

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
1-101	House	1215	139	1354	1354/133282	1354/110974
1-102	House	1094	40	1134	1134/133282	1134/110974
1-201	House	1233	52	1285	1285/133282	1285/110974
1-202	House	1098	42	1140	1140/133282	1140/110974
1-300	House	1853	217	2070	2070/133282	2070/110974
2-101	House	1719	141	1860	1860/133282	1860/110974
2-102	House	1796	131	1927	1927/133282	1927/110974
2-201	House	1772	176	1948	1948/133282	1948/110974
2-202	House	1771	131	1902	1902/133282	1902/110974
2-301	House	1791	176	1967	1967/133282	1967/110974
2-302	House	1774	131	1905	1905/133282	1905/110974
2-400	House	3445	501	3946	3946/133282	3946/110974
3-101	House	1842	149	1991	1991/133282	1991/110974
3-102	House	1318	88	1406	1406/133282	1406/110974
3-201	House	1817	149	1966	1966/133282	1966/110974
3-202	House	1403	107	1510	1510/133282	1510/110974
3-301	House	1819	149	1968	1968/133282	1968/110974
3-302	House	1410	107	1517	1517/133282	1517/110974
3-401	House	1819	149	1968	1968/133282	1968/110974
3-402	House	1410	107	1517	1517/133282	1517/110974
3-500	House	3606	259	3865	3865/133282	3865/110974
4-101	House	1739	137	1876	1876/133282	1876/110974
4-102	House	1852	163	2015	2015/133282	2015/110974
4-201	House	1795	173	1968	1968/133282	1968/110974
4-202	House	1828	163	1991	1991/133282	1991/110974
4-301	House	1802	173	1975	1975/133282	1975/110974
4-302	House	1842	163	2005	2005/133282	2005/110974
4-401	House	1807	173	1980	1980/133282	1980/110974
4-402	House	1838	163	2001	2001/133282	2001/110974
4-501	House	1807	173	1980	1980/133282	1980/110974
4-502	House	1846	163	2009	2009/133282	2009/110974
5-101	House	1689	148	1837	1837/133282	1837/110974
5-102	House	1129	n/a	1129	1129/133282	1129/110974
5-103	House	879	n/a	879	879/133282	879/110974
5-104	House	1954	160	2114	2114/133282	2114/110974
5-105	House	1472	97	1569	1569/133282	1569/110974

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
5-106	House	1228	52	1280	1280/133282	1280/110974
5-107	House	1106	50	1156	1156/133282	1156/110974
5-201	House	1743	148	1891	1891/133282	1891/110974
5-202	House	1132	66	1198	1198/133282	1198/110974
5-203	House	874	45	919	919/133282	919/110974
5-204	House	1959	160	2119	2119/133282	2119/110974
5-205	House	1474	97	1571	1571/133282	1571/110974
5-206	House	1228	52	1280	1280/133282	1280/110974
5-207	House	1112	50	1162	1162/133282	1162/110974
5-301	House	1752	148	1900	1900/133282	1900/110974
5-302	House	1133	66	1199	1199/133282	1199/110974
5-303	House	872	45	917	917/133282	917/110974
5-304	House	1900	160	2060	2060/133282	2060/110974
5-305	House	1505	97	1602	1602/133282	1602/110974
5-306	House	2295	264	2559	2559/133282	2559/110974
5-401	House	1752	148	1900	1900/133282	1900/110974
5-402	House	1132	66	1198	1198/133282	1198/110974
5-403	House	879	45	924	924/133282	924/110974
5-404	House	1972	160	2132	2132/133282	2132/110974
5-405	House	1504	93	1597	1597/133282	1597/110974
5-406	House	2296	264	2560	2560/133282	2560/110974
5-501	House	2035	289	2324	2324/133282	2324/110974
5-502	House	1624	45	1669	1669/133282	1669/110974
5-503	House	3179	449	3628	3628/133282	3628/110974
5-504	House	2430	325	2755	2755/133282	2755/110974
P1.1	Parking	150		150	150/133282	
P1.2	Parking	169		169	169/133282	
P1.3	Parking	169		169	169/133282	
P1.4	Parking	190		190	190/133282	
P1.5	Parking	130		130	130/133282	
P1.6	Parking	168		168	168/133282	
P1.7	Parking	168		168	168/133282	
P1.8	Parking	155		155	155/133282	
P1.9	Parking	175		175	175/133282	
P1.10	Parking	148		148	148/133282	
P1.11	Parking	166		166	166/133282	
P1.12	Parking	163		163	163/133282	

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
P1.13	Parking	184		184	184/133282	
P1.14	Parking	166		166	166/133282	
P1.15	Parking	187		187	187/133282	
P1.16	Parking	168		168	168/133282	
P1.17	Parking	189		189	189/133282	
P1.18	Parking	199		199	199/133282	
P1.19	Parking	194		194	194/133282	
P1.20	Parking	216		216	216/133282	
P1.21	Parking	242		242	242/133282	
P1.22	Parking	224		224	224/133282	
P1.23	Parking	163		163	163/133282	
P1.24	Parking	197		197	197/133282	
P1.25	Parking	162		162	162/133282	
P1.27	Parking	186		186	186/133282	
P1.28	Parking	199		199	199/133282	
P1.29	Parking	180		180	180/133282	
P1.30	Parking	191		191	191/133282	
P1.31	Parking	176		176	176/133282	
P1.32	Parking	198		198	198/133282	
P1.33	Parking	160		160	160/133282	
P1.34	Parking	177		177	177/133282	
P1.35	Parking	199		199	199/133282	
P1.36	Parking	195		195	195/133282	
P1.37	Parking	156		156	156/133282	
P1.38	Parking	219		219	219/133282	
P1.39	Parking	222		222	222/133282	
P1.40	Parking	174		174	174/133282	
P1.41	Parking	143		143	143/133282	
P1.42	Parking	190		190	190/133282	
P1.43	Parking	170		170	170/133282	
P1.44	Parking	177		177	177/133282	
P1.45	Parking	192		192	192/133282	
P1.46	Parking	301		301	301/133282	
P1.47	Parking	147		147	147/133282	
P1.48	Parking	153		153	153/133282	
P2.1	Parking	169		169	169/133282	
P2.2	Parking	151		151	151/133282	
P2.3	Parking	171		171	171/133282	

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
P2.4	Parking	152		152	152/133282	
P2.5	Parking	186		186	186/133282	
P2.6	Parking	147		147	147/133282	
P2.7	Parking	168		168	168/133282	
P2.8	Parking	143		143	143/133282	
P2.9	Parking	162		162	162/133282	
P2.10	Parking	143		143	143/133282	
P2.11	Parking	162		162	162/133282	
P2.12	Parking	154		154	154/133282	
P2.13	Parking	174		174	174/133282	
P2.14	Parking	167		167	167/133282	
P2.15	Parking	189		189	189/133282	
P2.16	Parking	166		166	166/133282	
P2.17	Parking	187		187	187/133282	
P2.18	Parking	163		163	163/133282	
P2.19	Parking	184		184	184/133282	
P2.20	Parking	176		176	176/133282	
P2.21	Parking	179		179	179/133282	
P2.22	Parking	171		171	171/133282	
P2.23	Parking	180		180	180/133282	
P2.24	Parking	191		191	191/133282	
P2.25	Parking	204		204	204/133282	
P2.26	Parking	254		254	254/133282	
P2.27	Parking	141		141	141/133282	
P2.28	Parking	190		190	190/133282	
P2.29	Parking	197		197	197/133282	
P2.30	Parking	157		157	157/133282	
P2.31	Parking	229		229	229/133282	
P2.32	Parking	202		202	202/133282	
P2.33	Parking	186		186	186/133282	
P2.34	Parking	195		195	195/133282	
P2.35	Parking	184		184	184/133282	
P2.36	Parking	196		196	196/133282	
P2.37	Parking	162		162	162/133282	
P2.38	Parking	176		176	176/133282	
P2.39	Parking	176		176	176/133282	
P2.40	Parking	156		156	156/133282	
P2.41	Parking	40		40	40/133282	

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
P2.42	Parking	213		213	213/133282	
P2.43	Parking	165		165	165/133282	
P2.44	Parking	180		180	180/133282	
P2.45	Parking	223		223	223/133282	
P2.46	Parking	220		220	220/133282	
P2.47	Parking	178		178	178/133282	
P2.48	Parking	197		197	197/133282	
P2.49	Parking	194		194	194/133282	
P2.50	Parking	176		176	176/133282	
P2.51	Parking	217		217	217/133282	
P2.52	Parking	239		239	239/133282	
P2.53	Parking	203		203	203/133282	
P2.54	Parking	176		176	176/133282	
P2.55	Parking	158		158	158/133282	
P2.56	Parking	140		140	140/133282	
P2.57	Parking	148		148	148/133282	
P2.58	Parking	213		213	213/133282	
P2.59	Parking	141		141	141/133282	
P2.60	Parking	203		203	203/133282	
P2.61	Parking	203		203	203/133282	
P2.62	Parking	181		181	181/133282	
L1	Storage	30		30	30/133282	
L2	Storage	29		29	29/133282	
L3	Storage	29		29	29/133282	
L4	Storage	42		42	42/133282	
L5	Storage	42		42	42/133282	
L6	Storage	30		30	30/133282	
L7	Storage	28		28	28/133282	
L8	Storage	27		27	27/133282	
L9	Storage	26		26	26/133282	
L10	Storage	32		32	32/133282	
L11	Storage	28		28	28/133282	
L12	Storage	27		27	27/133282	
L13	Storage	27		27	27/133282	
L14	Storage	24		24	24/133282	
L15	Storage	48		48	48/133282	
L16	Storage	55		55	55/133282	

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
L17	Storage	42		42	42/133282	
L18	Storage	39		39	39/133282	
L19	Storage	35		35	35/133282	
L20	Storage	37		37	37/133282	
L21	Storage	36		36	36/133282	
L22	Storage	50		50	50/133282	
L23	Storage	54		54	54/133282	
L24	Storage	48		48	48/133282	
L25	Storage	54		54	54/133282	
L26	Storage	53		53	53/133282	
L27	Storage	52		52	52/133282	
L28	Storage	50		50	50/133282	
L29	Storage	53		53	53/133282	
L30	Storage	43		43	43/133282	
L31	Storage	43		43	43/133282	
L32	Storage	60		60	60/133282	
L33	Storage	37		37	37/133282	
L34	Storage	60		60	60/133282	
L35	Storage	37		37	37/133282	
L36	Storage	66		66	66/133282	
L37	Storage	29		29	29/133282	
L38	Storage	25		25	25/133282	
L39	Storage	27		27	27/133282	
L40	Storage	29		29	29/133282	
L41	Storage	33		33	33/133282	
U1	Storage	32		32	32/133282	
U2	Storage	27		27	27/133282	
U3	Storage	35		35	35/133282	
U4	Storage	54		54	54/133282	
U5	Storage	132		132	132/133282	
U6	Storage	57		57	57/133282	
U7	Storage	101		101	101/133282	
U8	Storage	81		81	81/133282	
U9	Storage	53		53	53/133282	
U10	Storage	46		46	46/133282	
U11	Storage	50		50	50/133282	
U12	Storage	53		53	53/133282	

Unit	Type	Square Footage of Unit	Square Footage of Decks	Total Square Footage of Unit and Deck	Undivided Interest	Voting Rights
U13	Storage	32		32	32/133282	
U14	Storage	39		39	39/133282	
U15	Storage	39		39	39/133282	
U16	Storage	42		42	42/133282	
U17	Storage	39		39	39/133282	
U18	Storage	48		48	48/133282	
U19	Storage	24		24	24/133282	
U20	Storage	44		44	44/133282	
U21	Storage	42		42	42/133282	
U22	Storage	27		27	27/133282	
				133282		