

CIVIC CONDOMINIUM

IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
CITY OF PORTLAND
MULTNOMAH COUNTY, OREGON
SURVEYED MAY 8, 2007
SHEET 1 OF 29

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE "CIVIC CONDOMINIUM" - OF- -WAY LINE OF S.W. MORRISON STREET PER SURVEY NO. 60205, MULTNOMAH COUNTY SURVEY RECORDS. I RECOVERED THE FOUND MONUMENTS AS SHOWN AND THEN HELD ALL MONUMENTS AND SURVEY RECORDS TO BE THE BASIS OF THIS SURVEY. THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST BURNSIDE STREET PER SAID SURVEY NO. 60205 IS REVISED PER THE SUBSEQUENT RIGHT-OF-WAY DEDICATION RECORDED AS DOCUMENT NO. 2006-177385, MULTNOMAH COUNTY FILED RECORDS.

otak
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1735 S.W. BONNEVILLE ROAD
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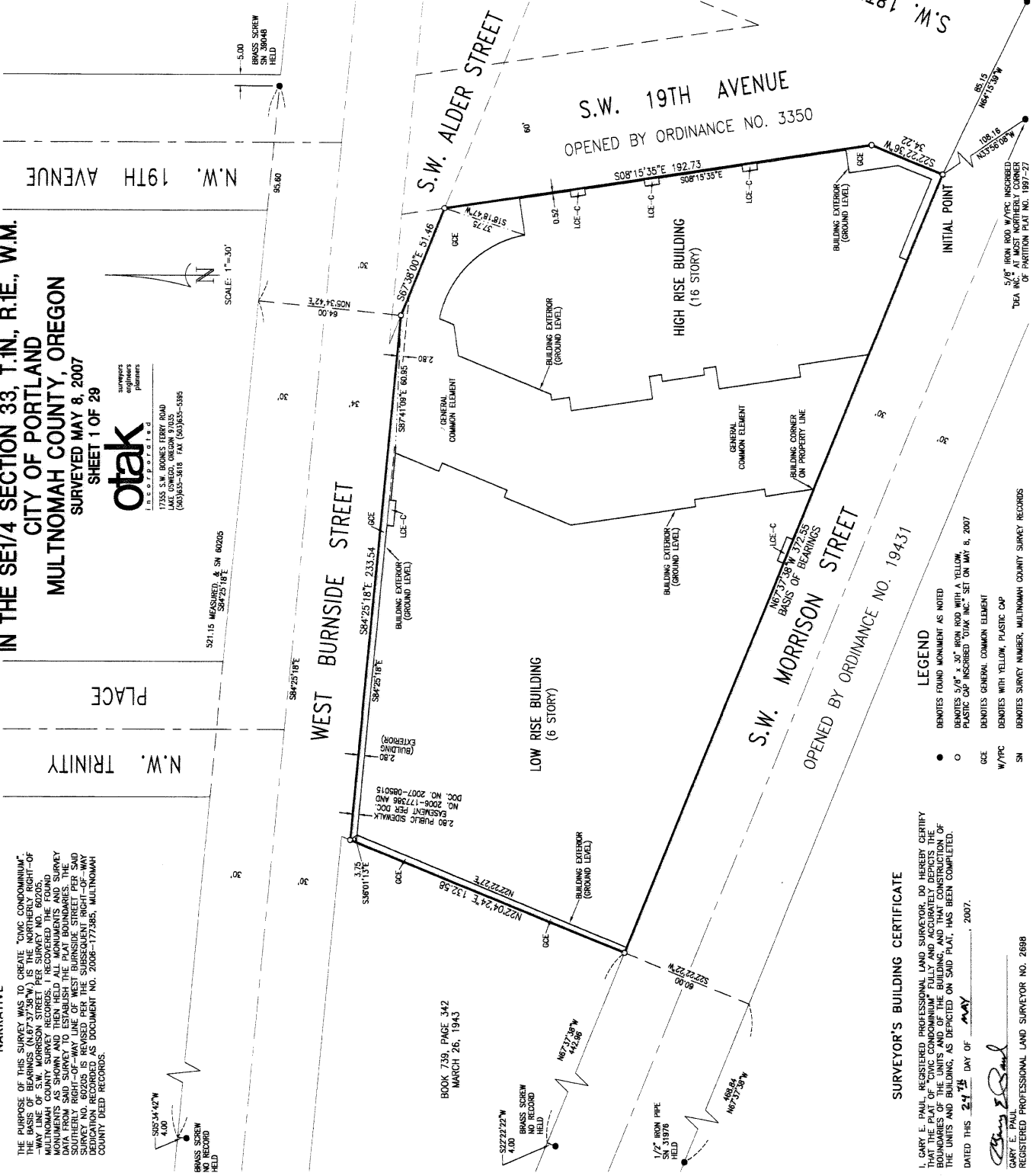
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SURVEYOR'S BUILDING CERTIFICATE

I, GARY E. PAUL, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE BOUNDARIES OF THE UNITS AND OF THE BUILDING, AND THAT CONSTRUCTION OF THE UNITS AND BUILDING, AS DEPICTED ON SAID PLAT, HAS BEEN COMPLETED.

DATED THIS 24TH DAY OF MAY, 2007.

GARY E. PAUL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2688

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES 5/8" - Ø 1/4" IRON ROD WITH A YELLOW PLASTIC CAP INSCRIBED "OTAK INC." SET ON MAY 8, 2007
- GCE DENOTES GENERAL COMMON ELEMENT
- W/M/C DENOTES WITH YELLOW, PLASTIC CAP
- SN DENOTES SURVEY NUMBER, MULTNOMAH COUNTY SURVEY RECORDS

REGISTERED PROFESSIONAL LAND SURVEYOR
GARY E. PAUL
RENEWAL 12/31/2008
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P.L.S. NO. 2688

CIVIC CONDOMINIUM

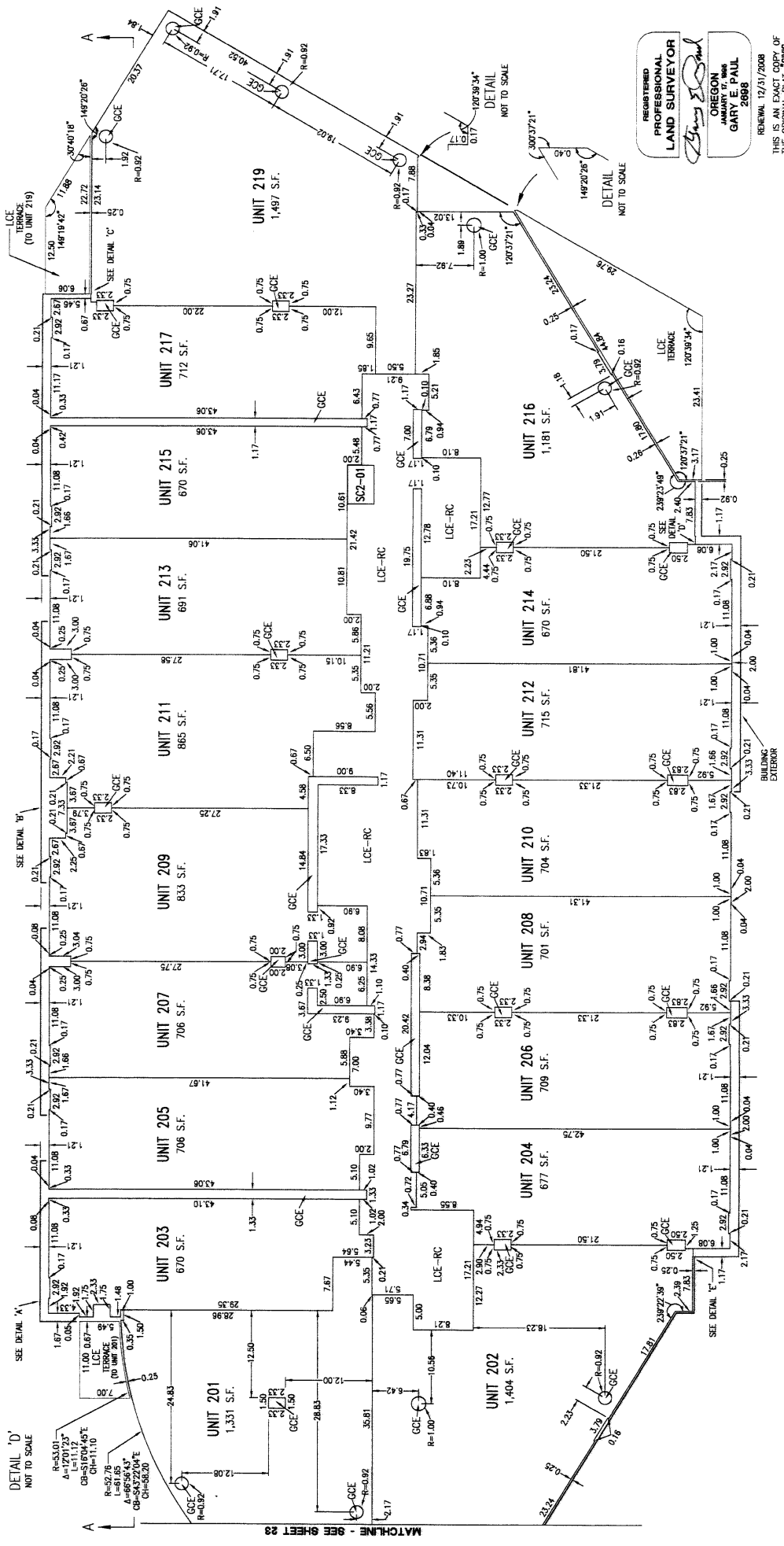
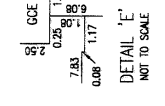
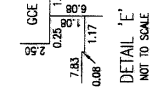
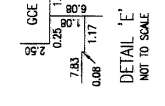
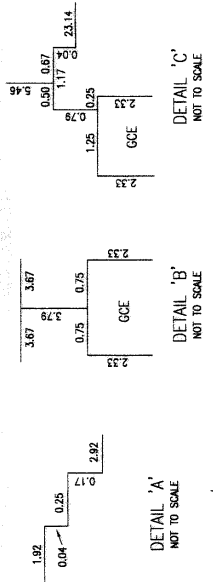
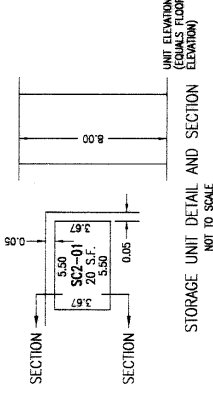
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CITY OF PORTLAND
MULTNOMAH COUNTY, OREGON
SURVEYED MAY 8, 2007
SHEET 10 OF 29

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L.L.C. • 503.251.1111

1225 SW PARKWAY DRIVE, SUITE 200
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(503)335-3818 FAX (503)335-3395

LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
 - LCE DENOTES LIMITED COMMON ELEMENT
 - LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL
 - SC NO. DENOTES STORAGE UNIT
 - S.F. SQUARE FEET
- NOTE: SEE SHEET 24 FOR BUILDING SECTION
A-A AND UNIT ELEVATIONS.
ALL UNIT AND COMMON ELEMENT
BOUNDARIES ARE AT 90°
UNLESS OTHERWISE NOTED.



REGISTERED
**PROFESSIONAL
LAND SURVEYOR**
Gary E. Paul
OREGON
JANUARY 17, 1986
GARY E. PAUL
2888

RENEWAL 12/31/2008
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Gary E. Paul
P.L.S. NO. 2688

MATCHLINE - SEE SHEET 23

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MULTNOMAH COUNTY, OREGON

SHEET 11 OF 29

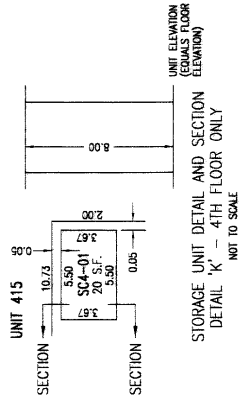
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REGISTERED PROFESSIONAL ENGINEERS

LEGEND

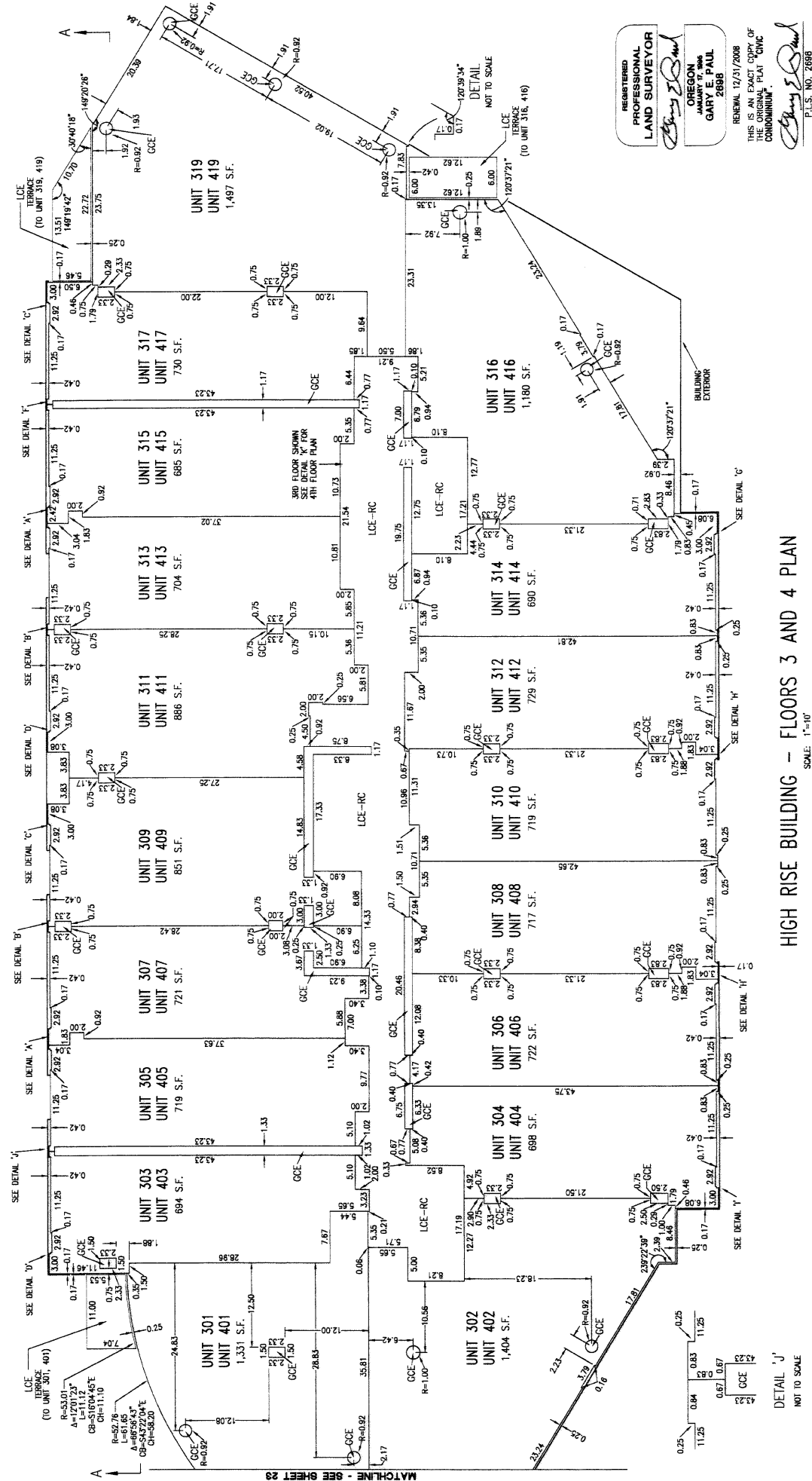
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UNIT 415
SECTION
STORAGE UNIT DETAIL AND SECTION
DETAIL K - 4TH FLOOR ONLY
NOT TO SCALE

UNIT ELEVATION
(EQUALS FLOOR ELEVATION)



REGISTERED PROFESSIONAL LAND SURVEYOR
Gregory E. Paul
OREGON LAND SURVEYOR
GARY E. PAUL
2868
RENEWAL 12/31/2008
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Gregory E. Paul
P.L.S. NO. 2868

CIVIC CONDOMINIUM

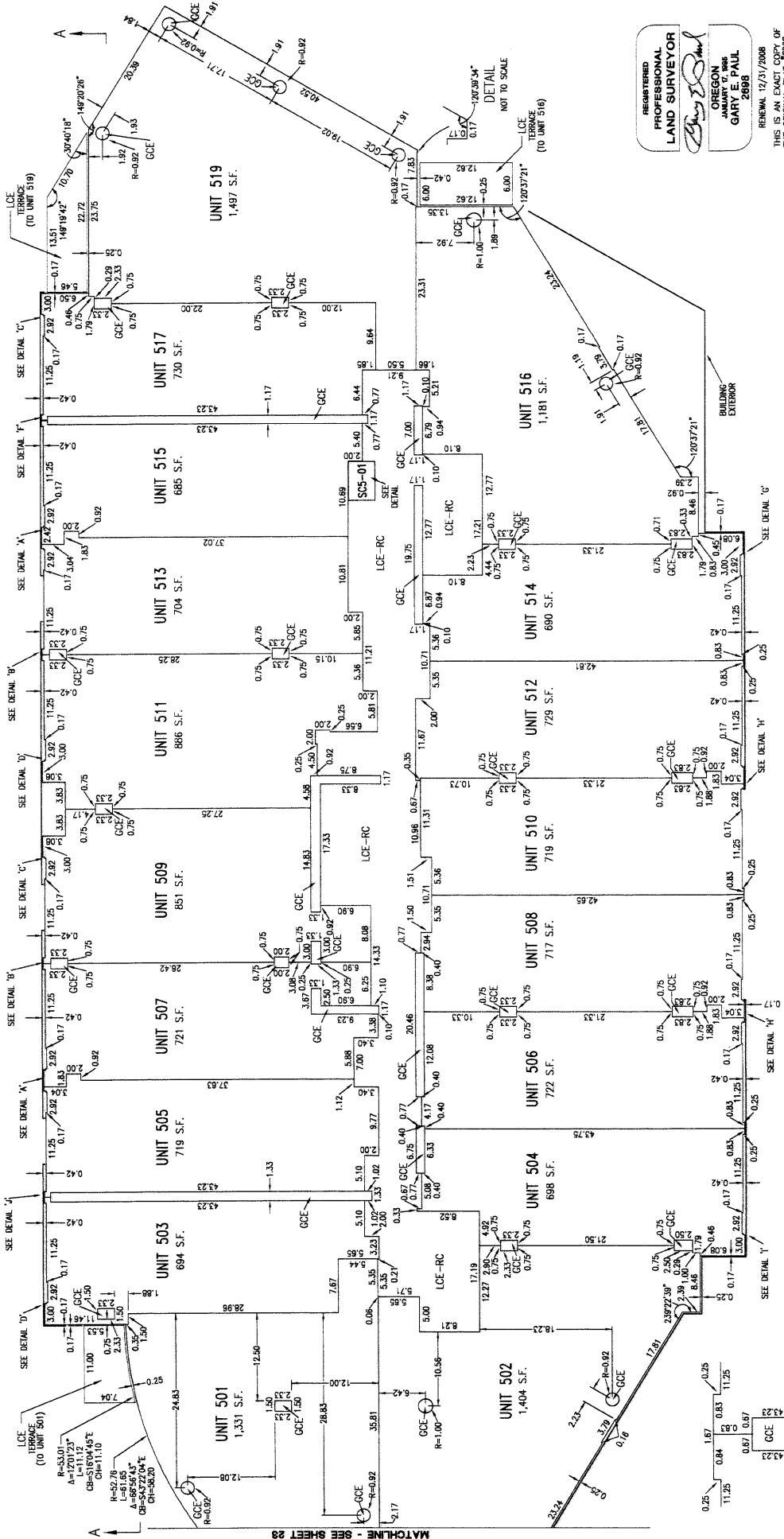
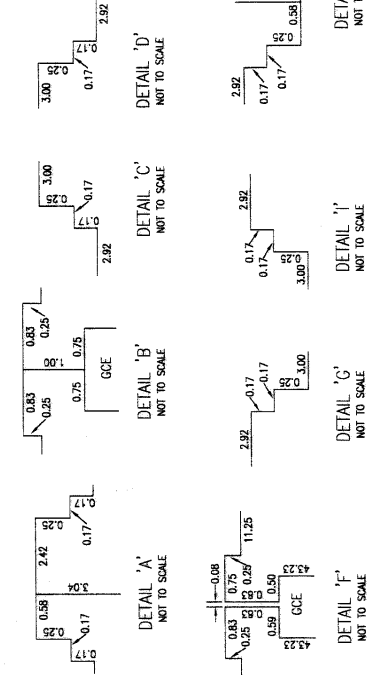
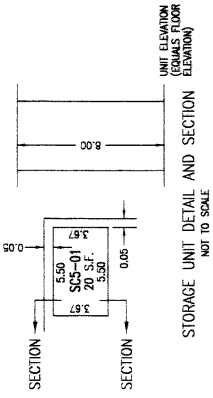
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LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
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REGISTERED
PROFESSIONAL
LAND SURVEYOR

Gregory D. Paul
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JANUARY 17, 1991
GARY E. PAUL
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RENEWAL 12/31/2008
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CONDOMINIUM".

Gregory D. Paul
P.L.S. NO. 2898

CIVIC CONDOMINIUM

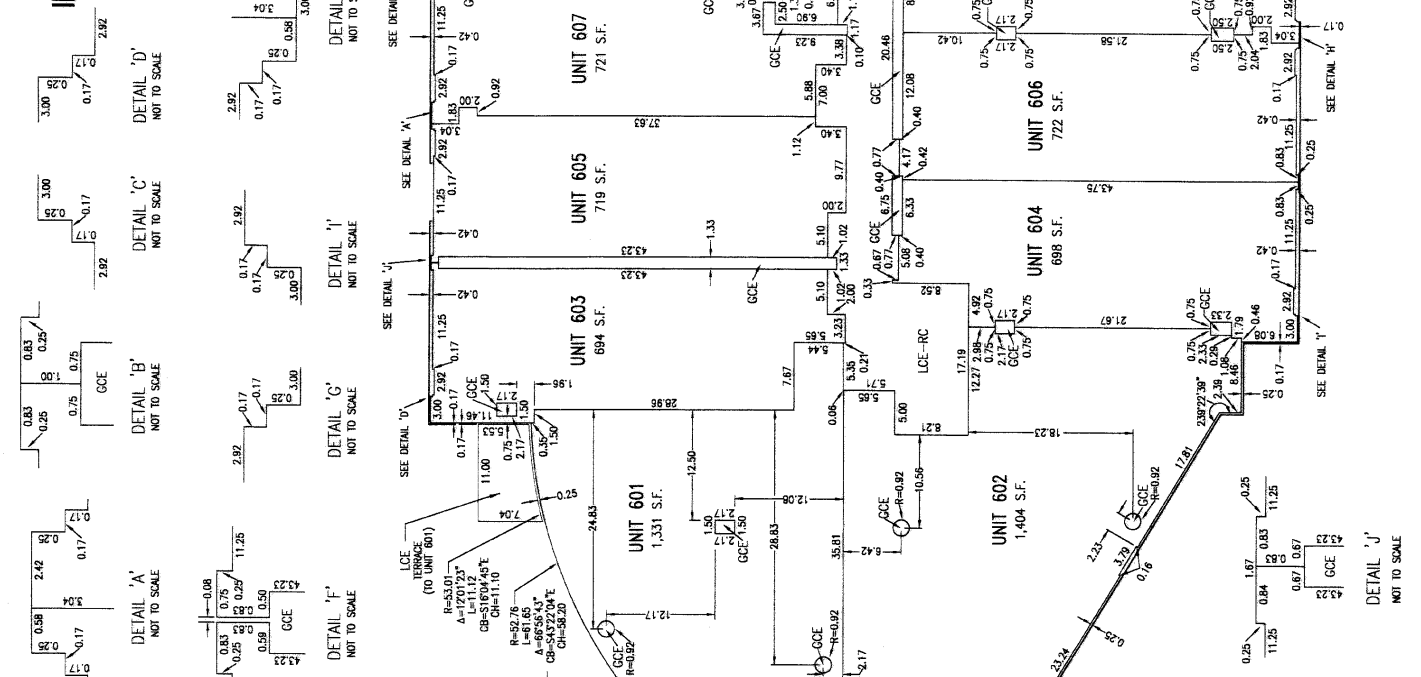
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CITY OF PORTLAND
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SURVEYED MAY 8, 2007
SHEET 13 OF 29

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LEGEND
GCE DENOTES GENERAL COMMON ELEMENT
LCE DENOTES LIMITED COMMON ELEMENT
LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL
S.F. SQUARE FEET

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**REGISTERED
PROFESSIONAL
LAND SURVEYOR**
Thyng J. Paul
OREGON
JANUARY 11, 1993
GARY T. PAUL
2688
RENEWAL 12/31/2008
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THE ORIGINAL SURVEYING
CONDOMINIUM.
Thyng J. Paul
P.L.S. NO. 2069B



HIGH RISE BUILDING - FLOOR 6 PLAN
SCALE: 1"=10'

CIVIC CONDOMINIUM

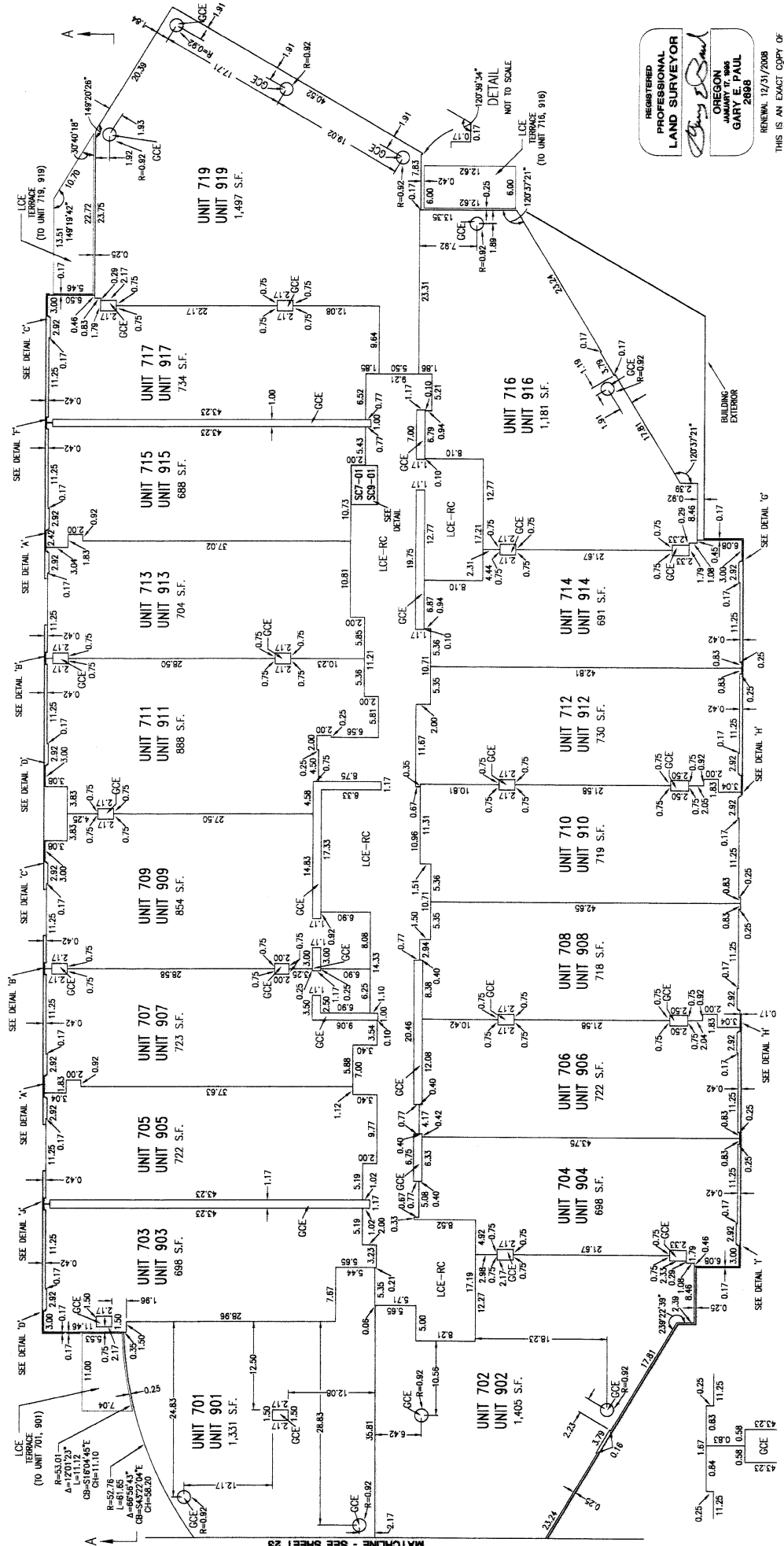
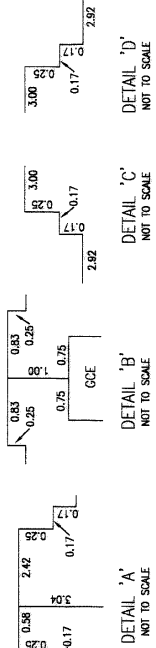
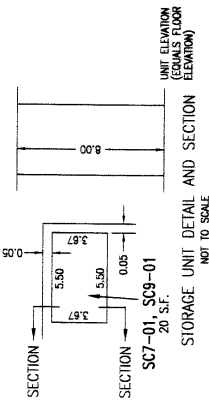
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CITY OF PORTLAND
MULTNOMAH COUNTY, OREGON
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SHEET 14 OF 29



LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
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REGISTERED
PROFESSIONAL
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JANUARY 17, 1988
GARY E. PAUL
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PLS. NO. 2898

CIVIC CONDOMINIUM

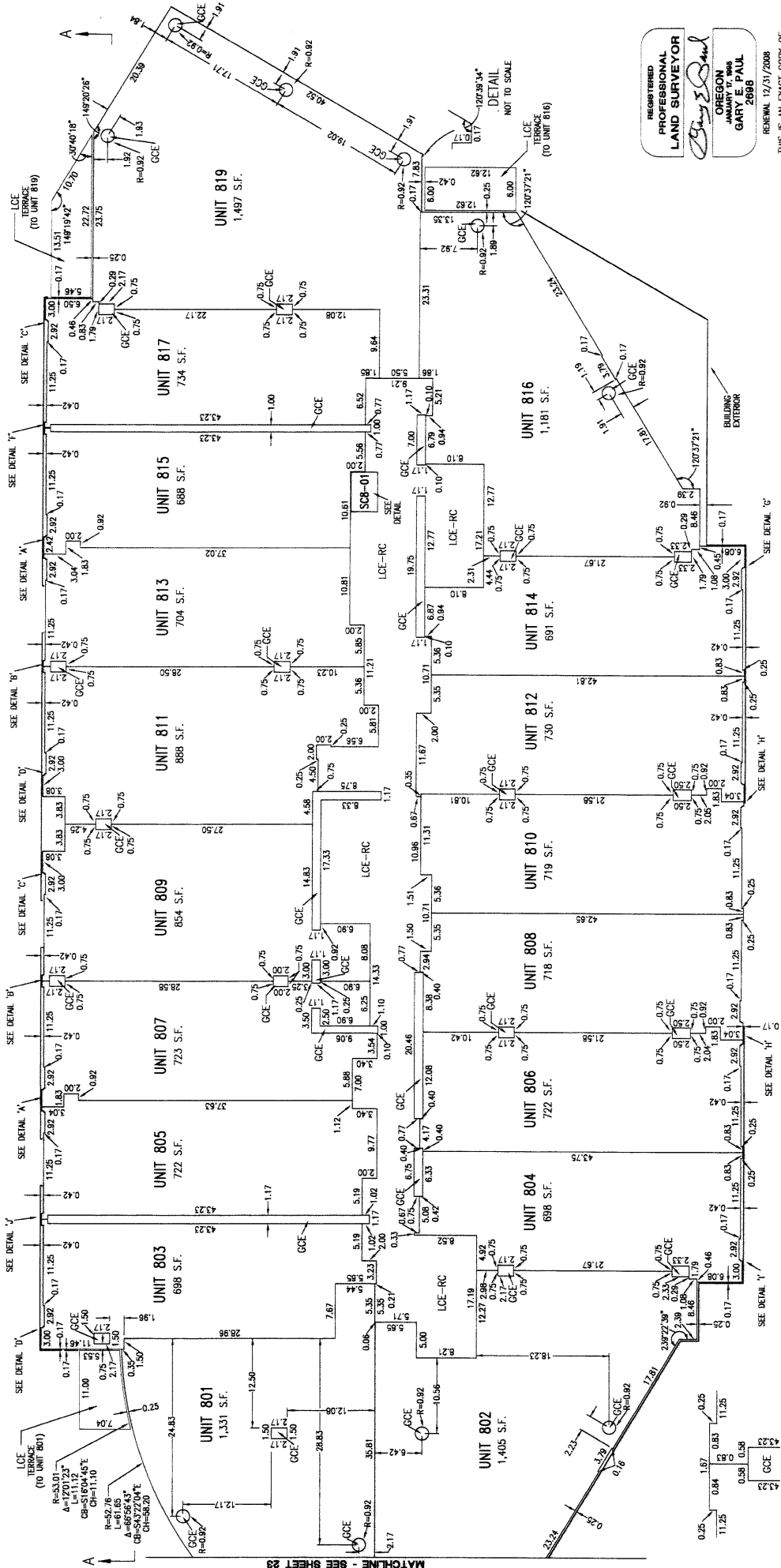
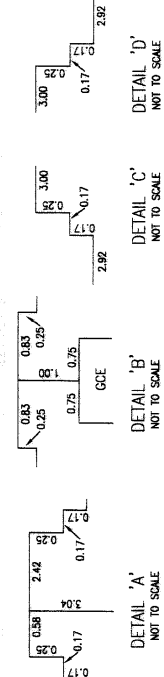
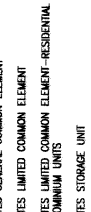
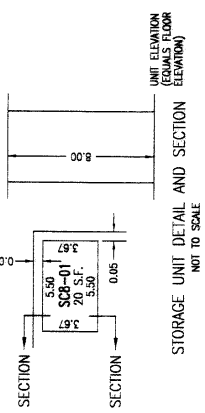
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SHEET 15 OF 29

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LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
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REGISTERED
PROFESSIONAL
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Gary Paul
OREGON
JANUARY 17, 1985
GARY PAUL
#2668

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CONDOMINIUM.
Gary Paul
P.L.S. NO. 2698

HIGH RISE BUILDING - FLOOR 8 PLAN
SCALE: 1"=10'

CIVIC CONDOMINIUM

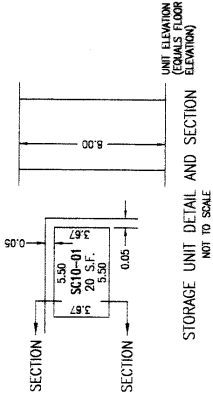
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SURVEYED MAY 8, 2007
SHEET 16 OF 29

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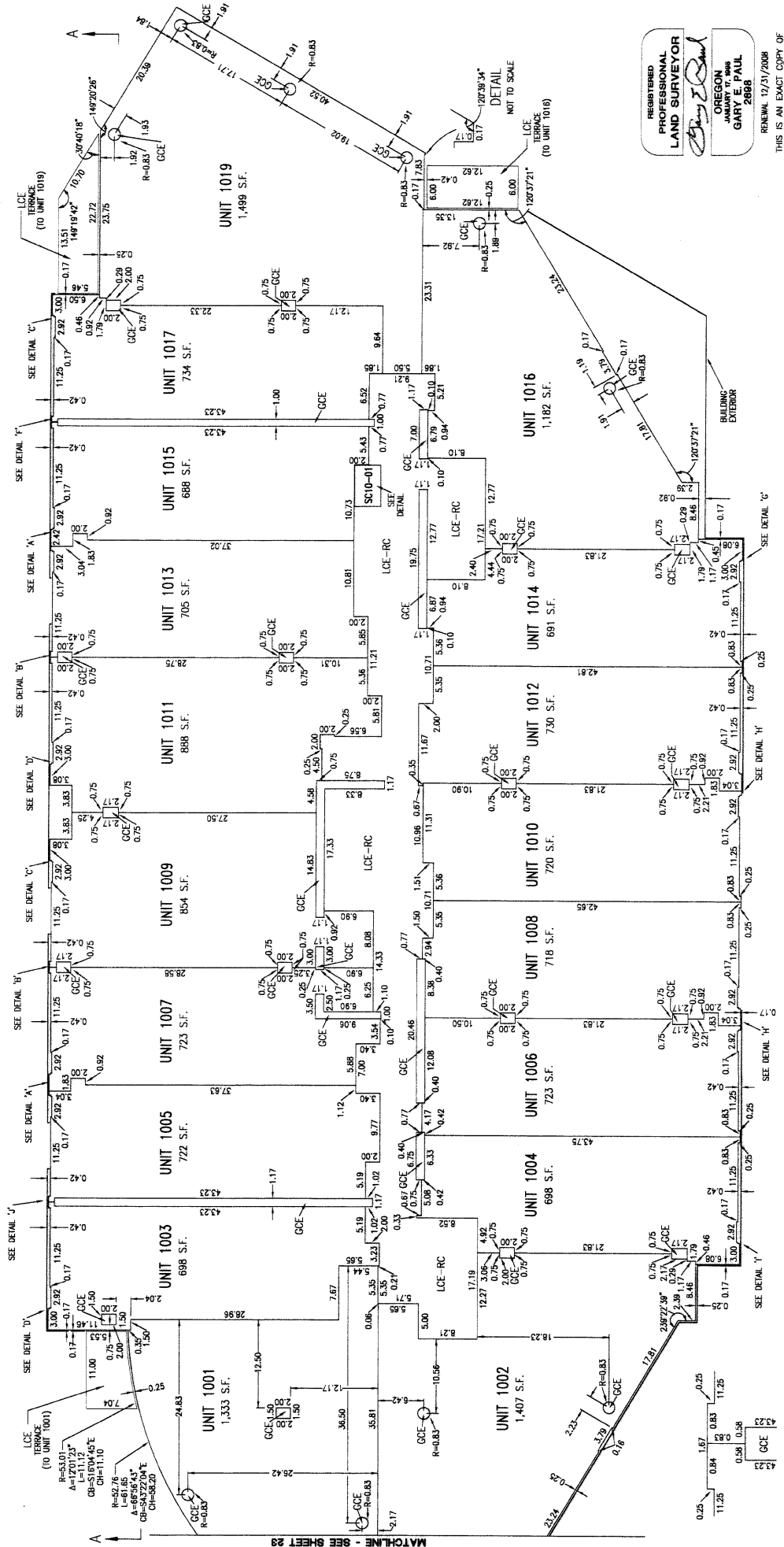
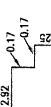
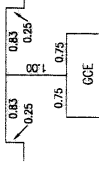
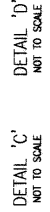
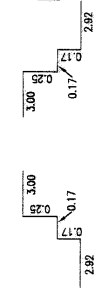
LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
- LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL CONDOMINIUM UNITS
- SC NO. DENOTES STORAGE UNIT
- S.F. SQUARE FEET

NOTE: SEE SHEET 24 FOR BUILDING SECTION A-A AND UNIT ELEVATIONS.
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REGISTERED PROFESSIONAL LAND SURVEYOR
Gregory J. Osego
GREGORY OSEGO
JANUARY 17, 1988
GARY E. PAUL
2688
RENEWAL 12/31/2008
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Gregory J. Osego
P.L.S. NO. 2688



HIGH RISE BUILDING - FLOOR 10 PLAN
SCALE: 1"=10'

CIVIC CONDOMINIUM

IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
CITY OF PORTLAND
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SURVEYED MAY 8, 2007
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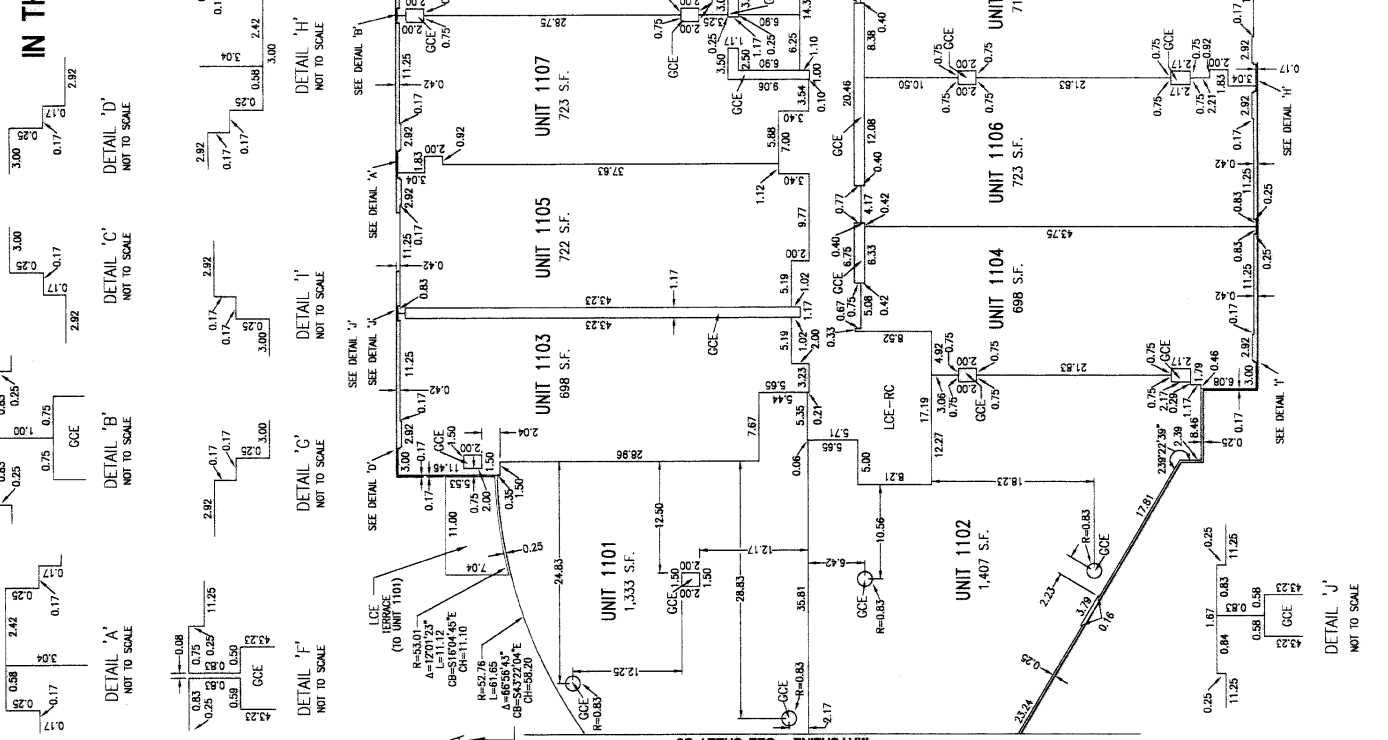
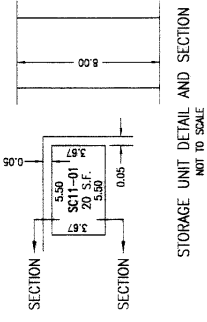
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LEGEND

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Gregory J. Paul

OREGON
JANUARY 1988
GARY J. PAUL
2698

RENEWAL 12/31/2008

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Gregory J. Paul

P.L.L.C. NO. 2698

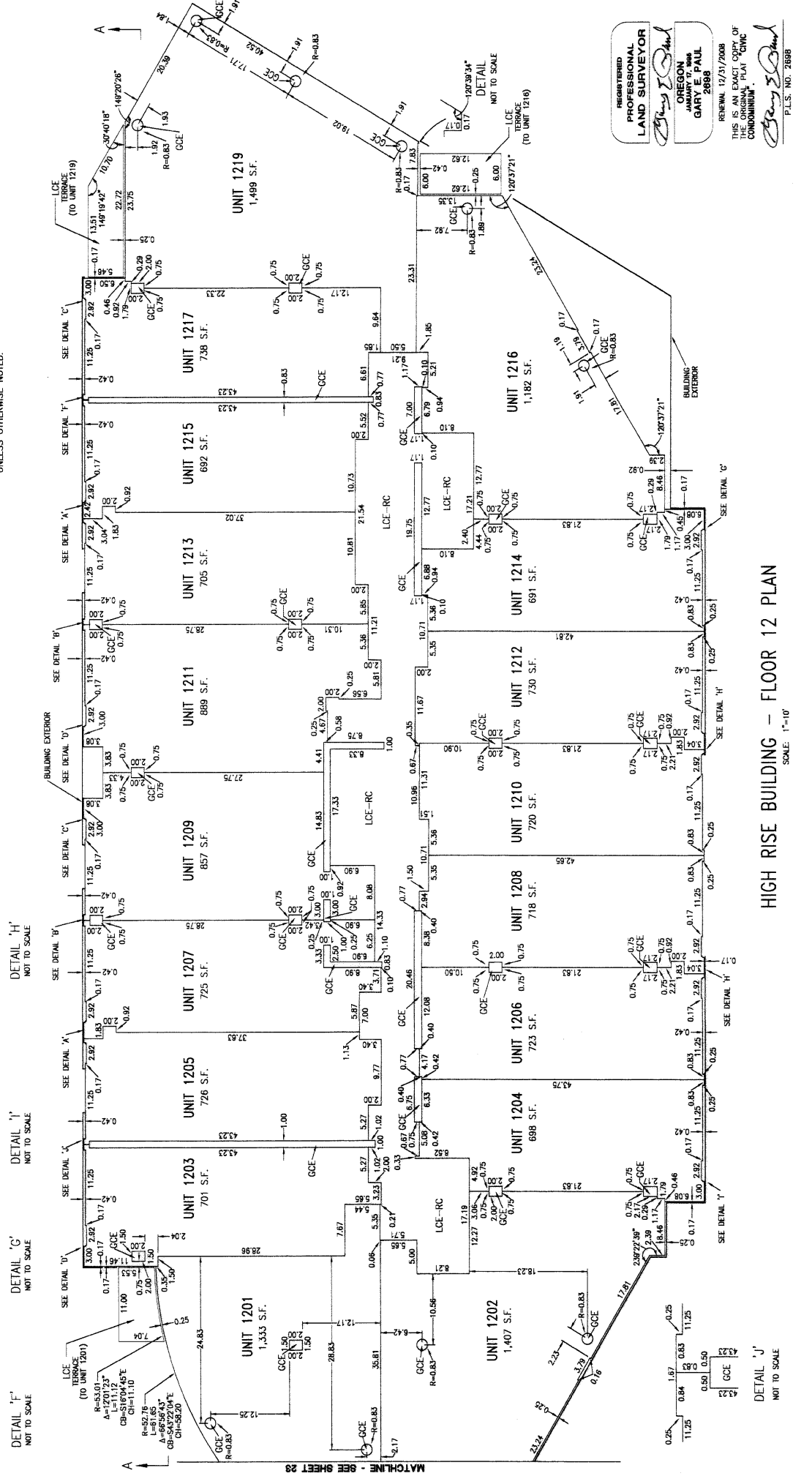
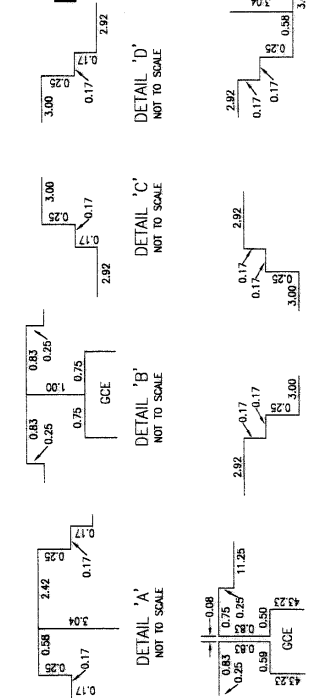
CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 18 OF 29

LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
- LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL CONDOMINIUM UNITS
- S.F. SQUARE FEET

NOTE: SEE SHEET 24 FOR BUILDING SECTION A-A AND UNIT ELEVATIONS.
 ALL UNIT AND COMMON ELEMENT DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.

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 Gary E. Paul
 LICENSE NO. 100000000
 GARY E. PAUL
 2889
 RENEWAL 12/31/2008
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 P.L.S. NO. 2889

CIVIC CONDOMINIUM

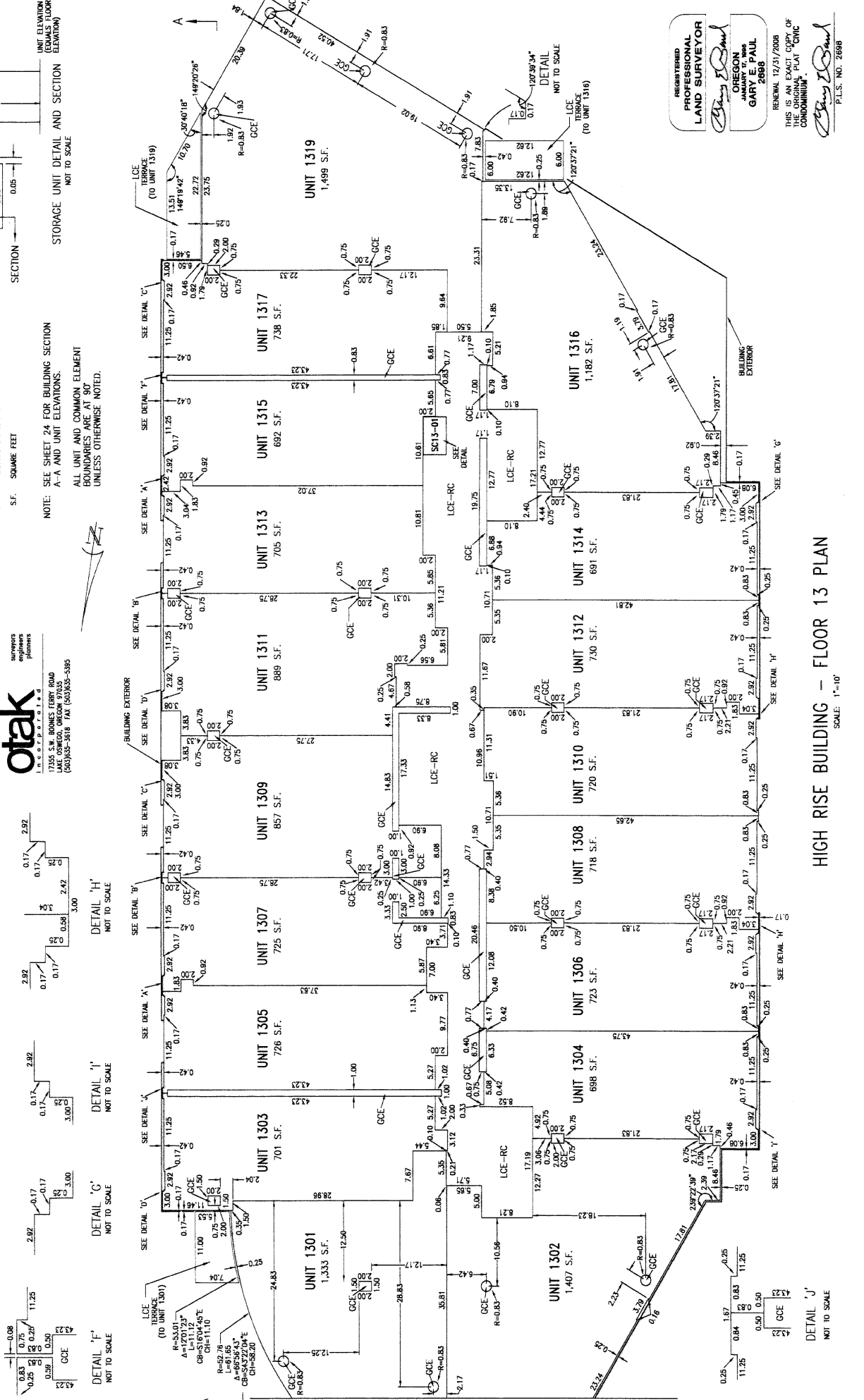
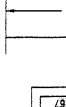
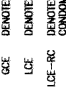
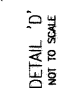
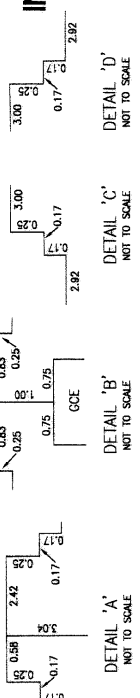
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CITY OF PORTLAND
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SC NO. DENOTES STORAGE UNIT
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NOTE: SEE SHEET 24 FOR BUILDING SECTION A-A AND UNIT ELEVATIONS.
ALL UNIT AND COMMON ELEMENT POLYMERES ARE 1/2" THICK UNLESS OTHERWISE NOTED.



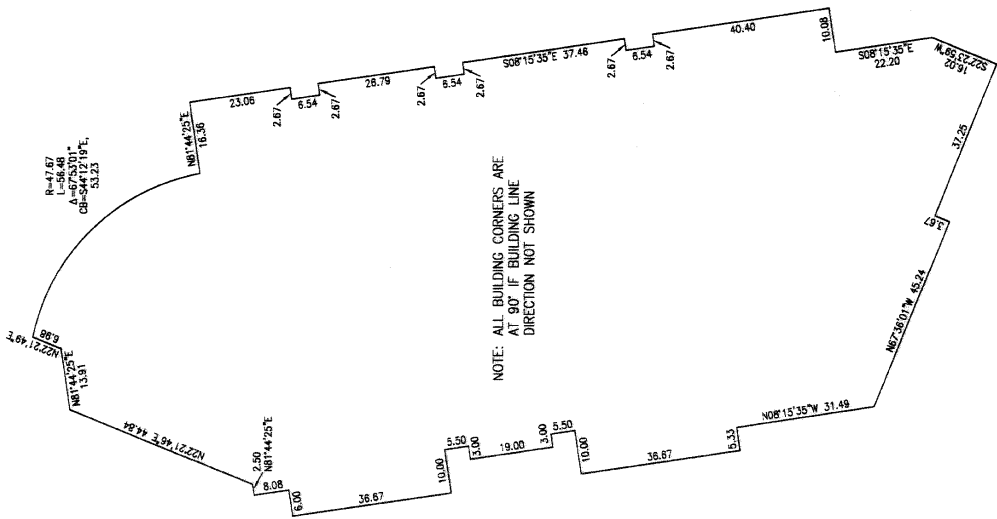
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Gary E. Paul
OREGON
JANUARY 15, 1988
GARY E. PAUL
2698
RENEWAL 12/31/2008
THIS IS AN EXACT COPY OF THIS DESIGN FOR A CONDOMINIUM.
Gary E. Paul
P.L.S. NO. 2698

HIGH RISE BUILDING - FLOOR 13 PLAN
SCALE: 1"=10'

MATCHLINE - SEE SHEET 28

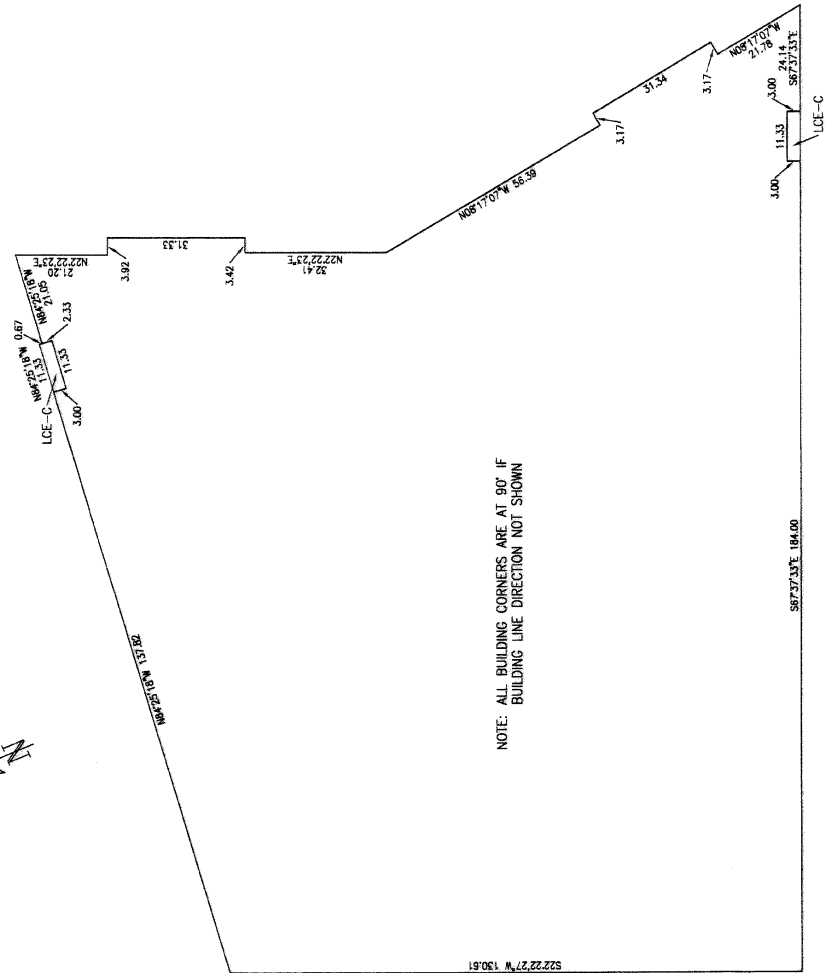
CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 2 OF 29

otak
 SURVEYORS
 ENGINEERS
 PLANNERS
 17355 N. 300th Ave., Suite 100
 Shoreline, OR 97139
 (503) 855-3618 FAX (503) 855-3385



**BUILDING EXTERIOR AT GROUND
 LEVEL PLAN (HIGH RISE)**
 SCALE: 1"=20'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 JANUARY 17, 1999
 GARY E. PAUL
 26898
 RENEWAL 12/31/2008
 THIS IS AN EXACT COPY OF
 THE ORIGINAL PLAN
 OF THIS CONDOMINIUM.
 P.L.S. NO. 2689



BUILDING EXTERIOR AT GROUND LEVEL PLAN (LOW RISE)
 SCALE: 1"=20'

CIVIC CONDOMINIUM

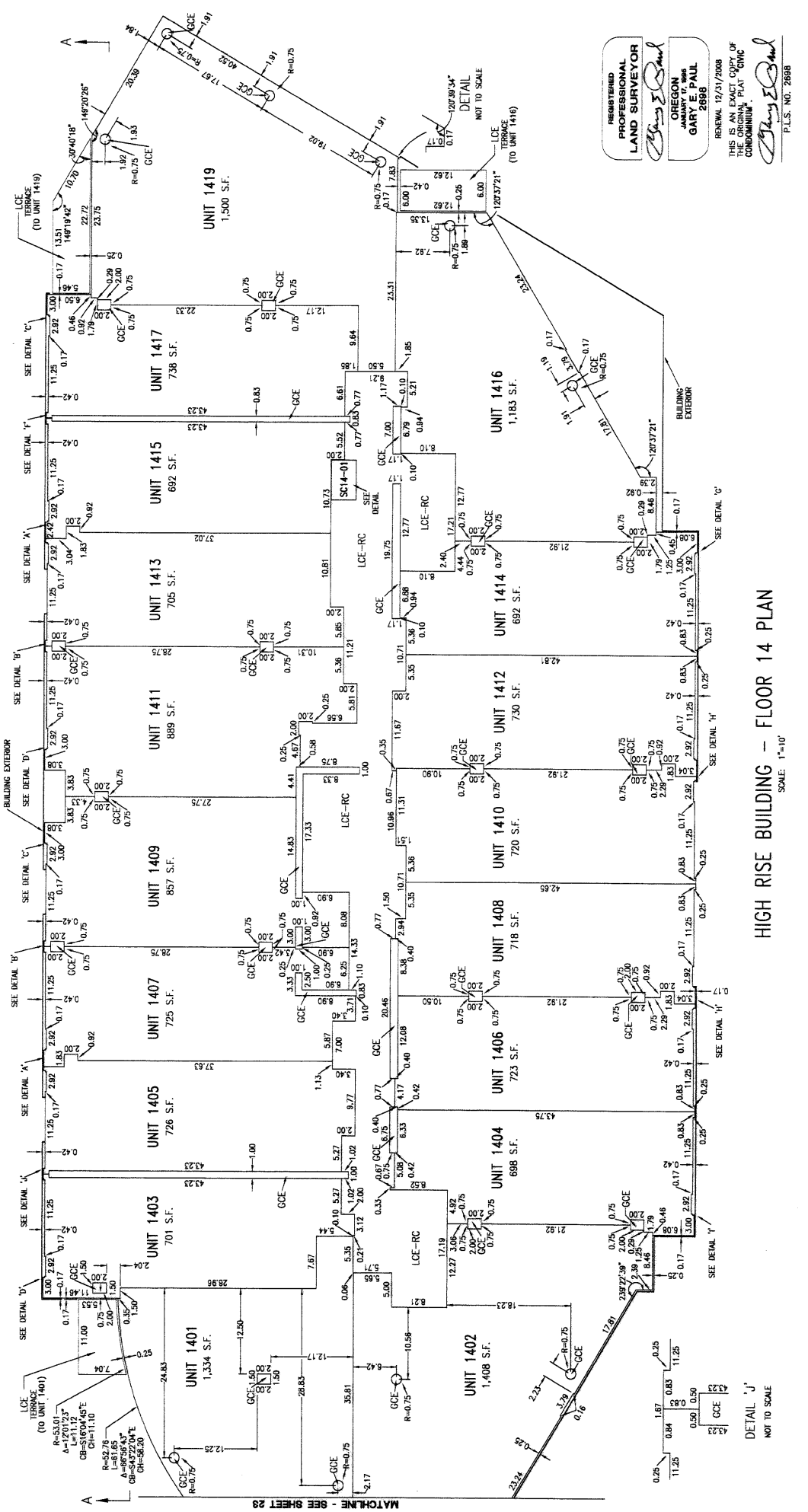
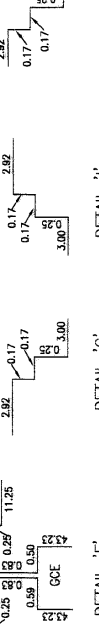
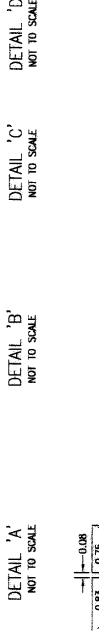
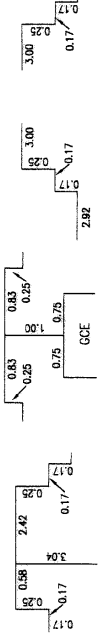
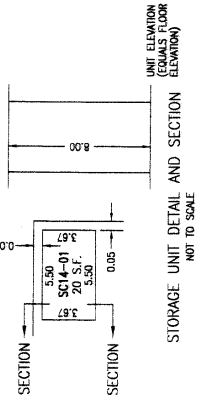
IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
CITY OF PORTLAND, OREGON
MULTNOMAH COUNTY, OREGON
SURVEYED MAY 8, 2007
SHEET 20 OF 29



LEGEND

GCE DENOTES GENERAL COMMON ELEMENT
 LCE DENOTES LIMITED COMMON ELEMENT
 LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL
 SC NO. DENOTES STORAGE UNIT
 S.F. SQUARE FEET

NOTE: SEE SHEET 24 FOR BUILDING SECTION A-A AND UNIT ELEVATIONS.
 ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90° UNLESS OTHERWISE NOTED.



REGISTERED PROFESSIONAL LAND SURVEYOR
Gary E. Paul
 OREGON
 JANUARY 15, 1988
 GARY E. PAUL
 26986
 RENEWAL 12/31/2008
 THIS IS AN EXACT COPY OF THE ORIGINAL PLAT CONDOMINIUM.
Gary E. Paul
 P.L.S. NO. 26986

HIGH RISE BUILDING - FLOOR 14 PLAN
 SCALE: 1"=10'

CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 21 OF 29

LEGEND

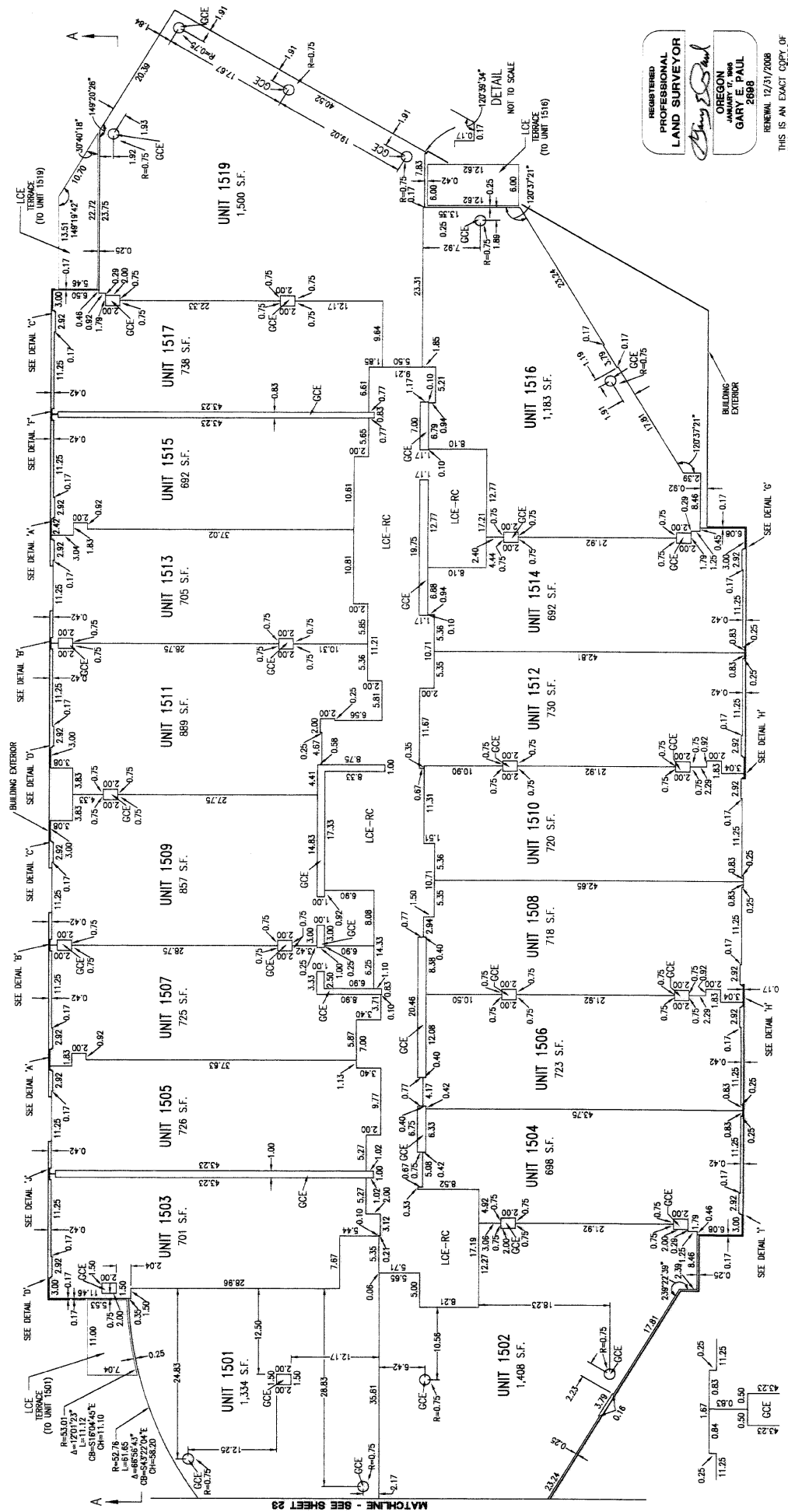
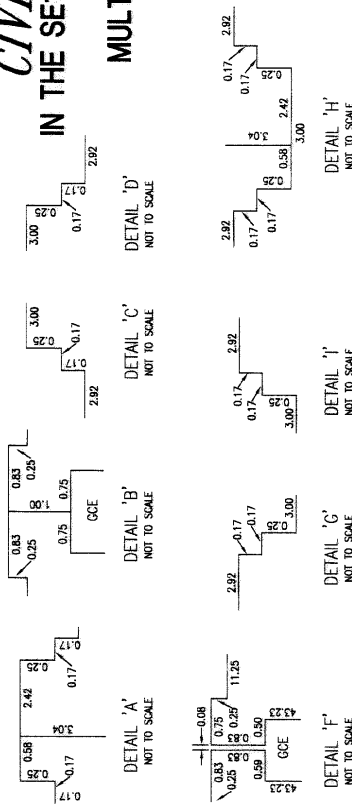
- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
- LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL CONDOMINIUM UNITS
- S.F. SQUARE FEET

NOTE: SEE SHEET 24 FOR BUILDING SECTION A-A AND UNIT ELEVATIONS.
 ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90° UNLESS OTHERWISE NOTED.

otak
 SURVEYORS
 ENGINEERS
 PLANNERS
 1735 S.W. BOONES FERRY ROAD
 PORTLAND, OREGON 97201
 (503) 835-3818 FAX (503) 835-3385

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 WALTER F. PAUL
 GARAGE # PAUL
 2698

RENEWAL 12/31/2008
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 THE ORIGINAL PLAN
 CONDOMINIUM
 P.L.S. NO. 2898



MATCHLINE - SEE SHEET 20

DETAIL 'J'
 NOT TO SCALE

CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 22 OF 29

LEGEND

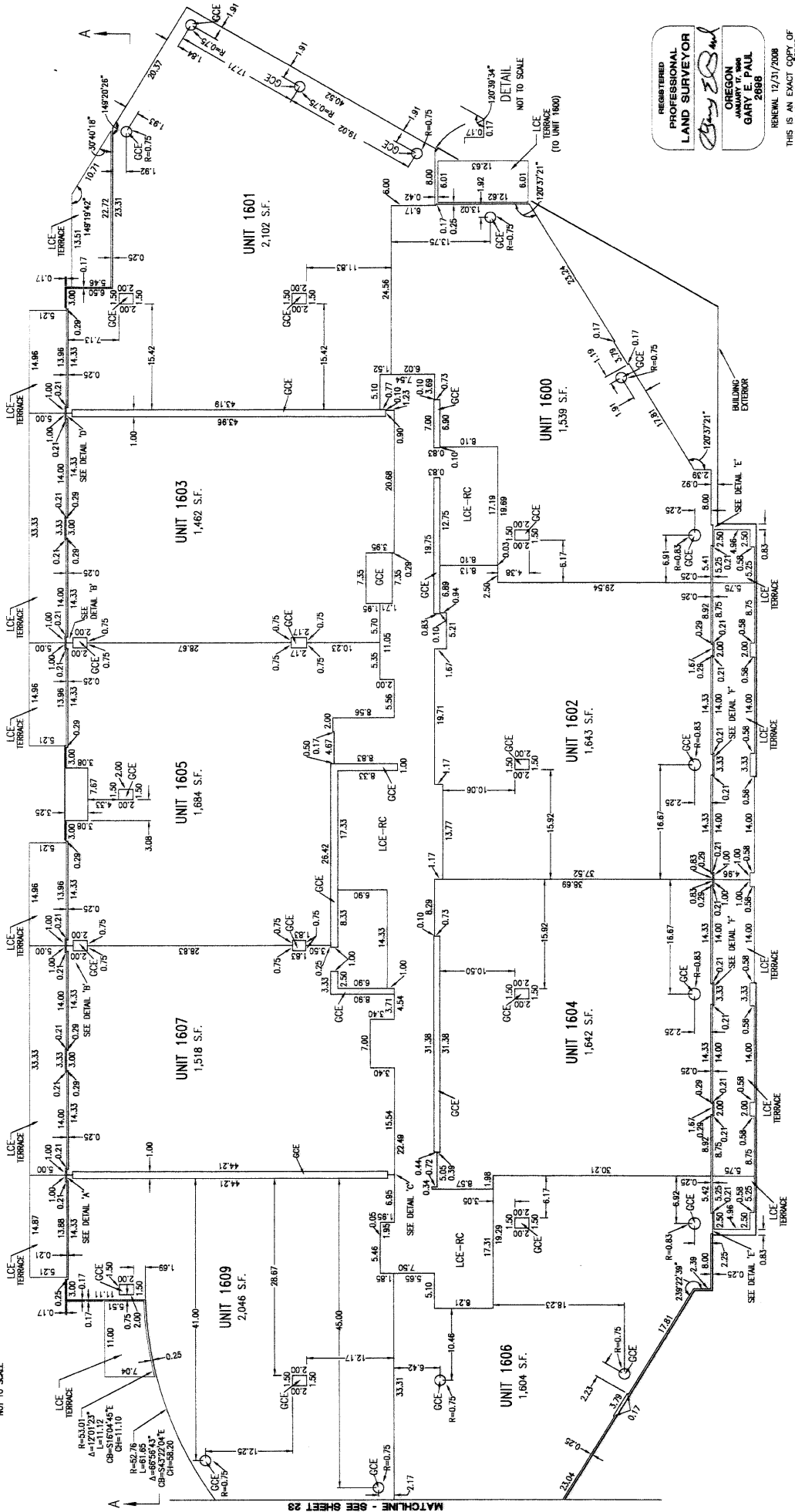
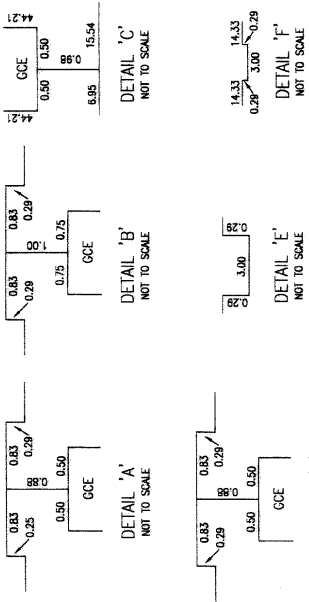
- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
- LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL CONDOMINIUM UNITS
- S.F. SQUARE FEET

NOTE: SEE SHEET 24 FOR BUILDING SECTION A-A AND UNIT ELEVATIONS.
 ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90° UNLESS OTHERWISE NOTED.



otak
 INCORPORATED
 17255 S.W. BOONES FERRY ROAD
 LAKE OSWEGO, OREGON 97035
 (503)865-3818 FAX (503)857-5385

surveys
 engineers
 planners



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 JANUARY 17, 1988
 GARY T. PAUL
 2858

RENEWAL 12/31/2008
 THIS IS AN EXACT COPY OF
 THE ORIGINAL PLAT.
 CONDOMINIUM.
 PLS. NO. 2888

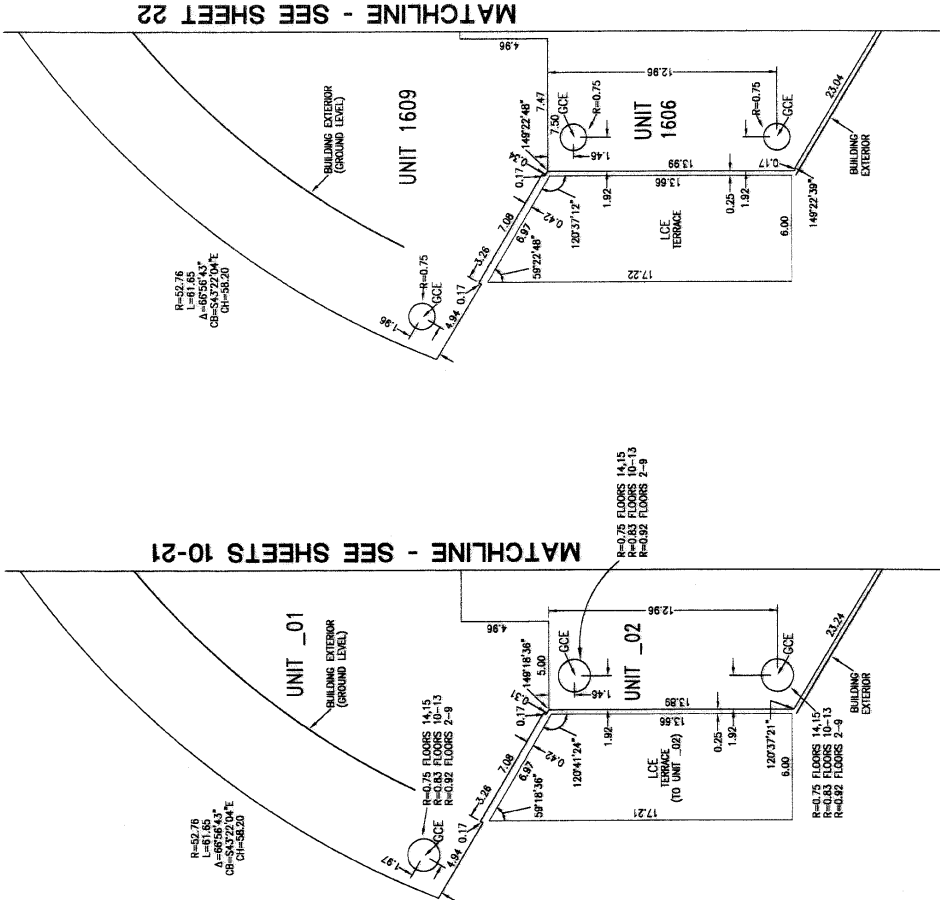
CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 23 OF 29

otak surveys
engineers
planners
 17855 S.W. BONNIE FERRY ROAD
 LAKE OSWEGO, OREGON 97035
 (503)835-3818 FAX (503)835-3395



LEGEND
 GCE DENOTES GENERAL COMMON ELEMENT
 LCE DENOTES LIMITED COMMON ELEMENT
 S.F. SQUARE FEET

NOTE: ALL UNIT AND COMMON ELEMENT
 BOUNDARIES ARE AT 30"
 UNLESS OTHERWISE NOTED.



FLOOR 16 MATCH PLAN
 SCALE: 1"=5'

FLOORS 2-15 MATCH PLAN
 SCALE: 1"=5'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 JANUARY 11, 1988
 GARY E. PAUL
 28985
 RENEWAL 12/31/2008

THIS IS AN EXACT COPY OF
 THE ORIGINAL PLAN FOR
 CONDOMINIUM.
 Gary E. Paul
 P.L.S. NO. 2088

CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 24 OF 29

otak
 SURVEYORS
 ENGINEERS
 PLANNERS
 12355 S.W. BROWN FERRY ROAD
 LAKE OSWEGO, OREGON 97035
 (503)835-3610 FAX (503)835-5385

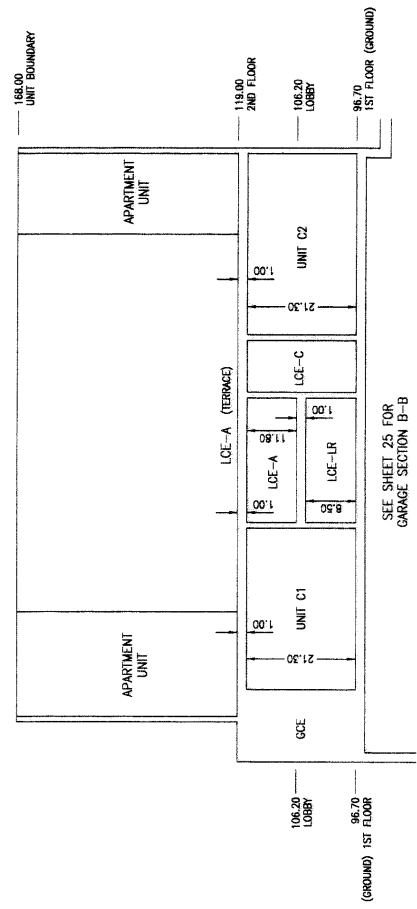
LEGEND
 LCE-HR DENOTES LIMITED COMMON ELEMENT-HIGH RISE UNITS
 LCE-LR DENOTES LIMITED COMMON ELEMENT-LOW RISE UNITS
 LCE-A DENOTES LIMITED COMMON ELEMENT-APARTMENT UNIT
 LCE-C DENOTES LIMITED COMMON ELEMENT-COMMERCIAL UNITS
 TYP. DENOTES TYPICAL

NOTE: ALL UNITS ON FLOORS 2-16 ARE AT THEIR RESPECTIVE FLOOR'S ELEVATION THE ELEVATION OF RETAIL UNIT C4 IS 103.92.

LCE-HR										
UNIT 1609	UNIT 1607	UNIT 1605	UNIT 1603	UNIT 1601						
UNIT 1501	UNIT 1503	UNIT 1507	UNIT 1513	UNIT 1519	UNIT 1517	UNIT 1515	UNIT 1511	UNIT 1509	UNIT 1505	UNIT 1501
UNIT 1401	UNIT 1403	UNIT 1407	UNIT 1413	UNIT 1419	UNIT 1417	UNIT 1415	UNIT 1411	UNIT 1409	UNIT 1405	UNIT 1401
UNIT 1301	UNIT 1303	UNIT 1307	UNIT 1313	UNIT 1319	UNIT 1317	UNIT 1315	UNIT 1311	UNIT 1309	UNIT 1305	UNIT 1301
UNIT 1201	UNIT 1203	UNIT 1207	UNIT 1213	UNIT 1219	UNIT 1217	UNIT 1215	UNIT 1211	UNIT 1209	UNIT 1205	UNIT 1201
UNIT 1101	UNIT 1103	UNIT 1107	UNIT 1113	UNIT 1119	UNIT 1117	UNIT 1115	UNIT 1111	UNIT 1109	UNIT 1105	UNIT 1101
UNIT 1001	UNIT 1003	UNIT 1007	UNIT 1013	UNIT 1019	UNIT 1017	UNIT 1015	UNIT 1011	UNIT 1009	UNIT 1005	UNIT 1001
UNIT 901	UNIT 903	UNIT 907	UNIT 913	UNIT 919	UNIT 917	UNIT 915	UNIT 911	UNIT 909	UNIT 905	UNIT 901
UNIT 801	UNIT 803	UNIT 807	UNIT 813	UNIT 819	UNIT 817	UNIT 815	UNIT 811	UNIT 809	UNIT 805	UNIT 801
UNIT 701	UNIT 703	UNIT 707	UNIT 713	UNIT 719	UNIT 717	UNIT 715	UNIT 711	UNIT 709	UNIT 705	UNIT 701
UNIT 601	UNIT 603	UNIT 607	UNIT 613	UNIT 619	UNIT 617	UNIT 615	UNIT 611	UNIT 609	UNIT 605	UNIT 601
UNIT 501	UNIT 503	UNIT 507	UNIT 513	UNIT 519	UNIT 517	UNIT 515	UNIT 511	UNIT 509	UNIT 505	UNIT 501
UNIT 401	UNIT 403	UNIT 407	UNIT 413	UNIT 419	UNIT 417	UNIT 415	UNIT 411	UNIT 409	UNIT 405	UNIT 401
UNIT 301	UNIT 303	UNIT 307	UNIT 313	UNIT 319	UNIT 317	UNIT 315	UNIT 311	UNIT 309	UNIT 305	UNIT 301
UNIT 201	UNIT 203	UNIT 207	UNIT 213	UNIT 219	UNIT 217	UNIT 215	UNIT 211	UNIT 209	UNIT 205	UNIT 201
UNIT C3										
UNIT C5										

HIGH RISE SECTION A-A
 NOT TO SCALE

SEE SHEET 25 FOR GARAGE SECTION B-B



SEE SHEET 25 FOR GARAGE SECTION B-B

LOW RISE SECTION E-E
 NOT TO SCALE

REGISTERED PROFESSIONAL LAND SURVEYOR
 GARY E. PAUL
 2698
 RENEWAL 12/31/2008
 THIS IS AN EXACT COPY OF THE ORIGINAL PLAT "CIVIC CONDOMINIUM".
 P.L.S. NO. 2698

CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 25 OF 29



17265 S.W. BARNES FERRY ROAD
 LAKE OSWEGO, OREGON 97035
 (503)455-9811 FAX (503)455-5385

engineers
 architects
 planners

STORAGE UNIT ELEVATIONS

UNIT NO.	ELEV.
S1-01 THRU S1-05	84.17
S1-06 THRU S1-07	84.20
S1-08 THRU S1-26, S1-28	86.52
S1-27 THRU S1-28	86.48
S1-30	84.26
S2-01 THRU S2-10	76.85
S2-11 THRU S2-22	75.90
S2-23 THRU S2-29	74.70
S2-30 THRU S2-38	74.73
S2-39 THRU S2-52	76.85
S3-01 THRU S3-10	87.45
S3-11 THRU S3-33	85.20
S3-34 THRU S3-42	85.22
S3-43 THRU S3-59	87.44
S3-60	85.20

BASIS OF ELEVATIONS: CITY OF PORTLAND BENCH 3103, A 2-1/2" BRASS
 SET IN CONCRETE AT THE INTERSECTION OF
 S.W. LINCOLN STREET NEAR THE INTERSECTION WITH S.W. 1ST AVENUE.
 ELEVATION = 121.302', CITY OF PORTLAND DATUM.

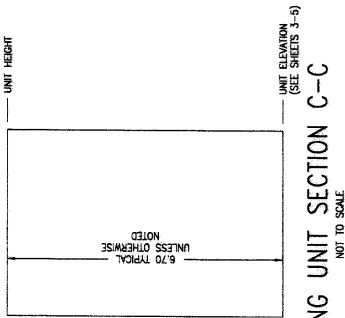
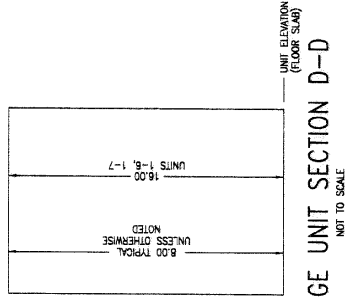
LEGEND

GCE DEMOTES GENERAL COMMON ELEMENT
 TYP. DEMOTES TYPICAL

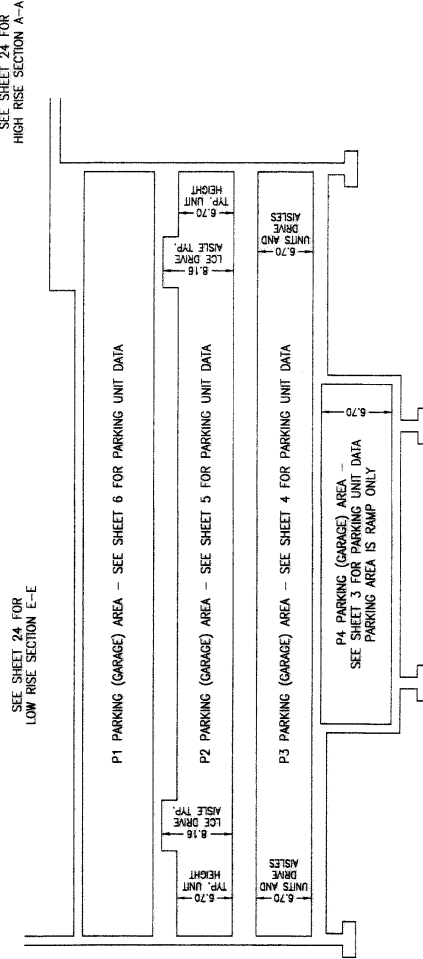


RENEWAL 12/31/2008
 THIS IS AN EXACT COPY OF
 THE ORIGINAL PLAT "CIVIC
 CONDOMINIUM".

PLS. NO. 2688



SEE SHEET 24 FOR
 HIGH RISE SECTION A-A



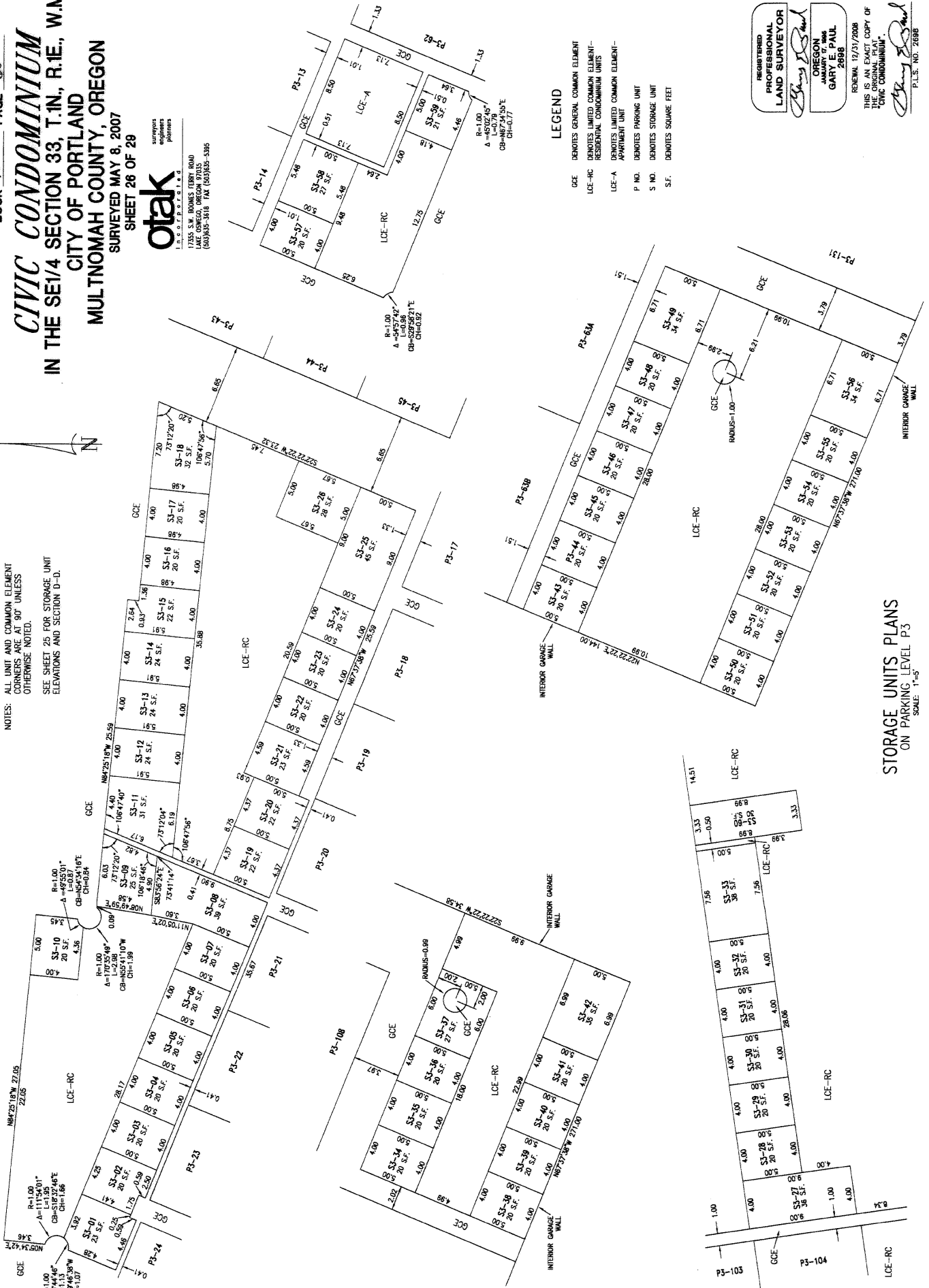
SEE SHEET 24 FOR
 LOW RISE SECTION E-E

CIVIC CONDOMINIUM
IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
CITY OF PORTLAND
MULTNOMAH COUNTY, OREGON
SURVEYED MAY 8, 2007
SHEET 26 OF 29

otak
 SURVEYORS
 ENGINEERS
 PLANNERS

1155 S. PETER ST. S.E.
 PORTLAND, OREGON 97214
 (503) 835-3618 FAX (503) 835-3385

NOTES: ALL UNIT AND COMMON ELEMENT CORNERS ARE AT 90° UNLESS OTHERWISE NOTED.
 SEE SHEET 25 FOR STORAGE UNIT ELEVATIONS AND SECTION D-D.



LEGEND

GCE DENOTES GENERAL COMMON ELEMENT
 LCE-RC DENOTES LIMITED COMMON ELEMENT - RESIDENTIAL CONDOMINIUM UNITS
 LCE-A DENOTES LIMITED COMMON ELEMENT - APARTMENT UNIT
 P NO. DENOTES PARKING UNIT
 S NO. DENOTES STORAGE UNIT
 S.F. DENOTES SQUARE FEET

REGISTERED
PROFESSIONAL LAND SURVEYOR
 OREGON
 JANUARY 17, 1986
GARY F. PAUL
 REG. NO. 1231/2008
 THIS IS AN EXACT COPY OF THE ORIGINAL "CIVIC CONDOMINIUM".
 P.L.S. NO. 2688

STORAGE UNITS PLANS
 ON PARKING LEVEL P3
 SCALE: 1"=5'

CIVIC CONDOMINIUM

IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
CITY OF PORTLAND
MULTNOMAH COUNTY, OREGON

SURVEYED MAY 8, 2007
SHEET 27 OF 28




otak
INCORPORATED
1735 S.W. BONNE FERRY ROAD
PORTLAND, OREGON 97202
(503)535-3818 FAX (503)535-3385
surveyors
engineers
planners

LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL CONDOMINIUM UNITS
- LCE-C DENOTES LIMITED COMMON ELEMENT-COMMERCIAL UNITS
- P NO. DENOTES PARKING UNIT
- S NO. DENOTES STORAGE UNIT
- S.F. DENOTES SQUARE FEET

NOTES: ALL UNIT AND COMMON ELEMENT CORNERS ARE AT 90° UNLESS OTHERWISE NOTED.
SEE SHEET 25 FOR STORAGE UNIT ELEVATIONS AND SECTION D-D.

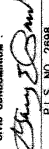
REGISTERED
PROFESSIONAL
LAND SURVEYOR



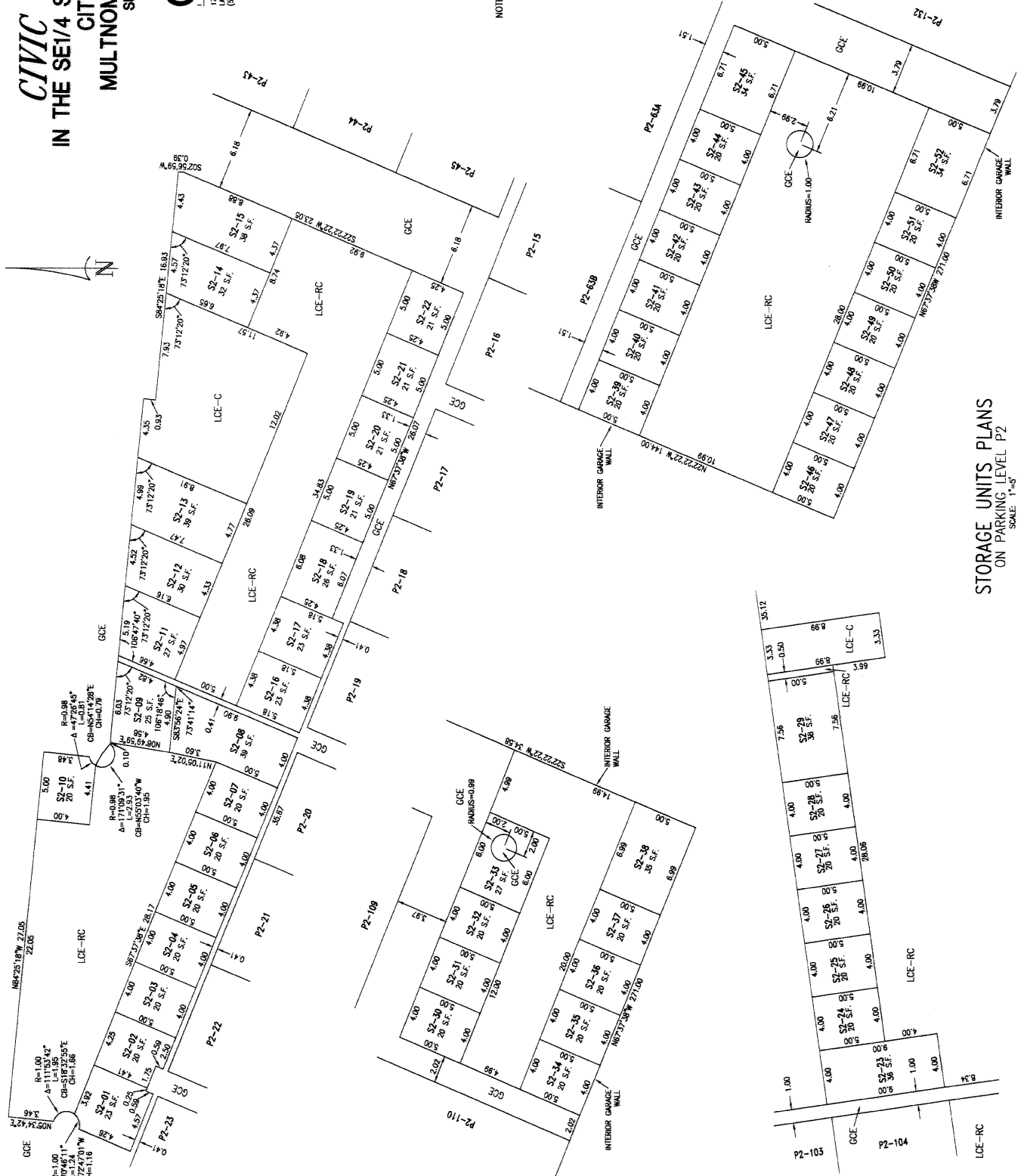
GARY E. PAUL
2888

RENEWAL 12/31/2008

THIS IS AN EXACT COPY OF THE ORIGINAL PLAT "CIVIC CONDOMINIUM".



PLS. NO. 7898



STORAGE UNITS PLANS
ON PARKING LEVEL P2
SCALE: 1"=5'

CIVIC CONDOMINIUM

IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
CITY OF PORTLAND
MULTNOMAH COUNTY, OREGON
SURVEYED MAY 8, 2007
SHEET 28 OF 29

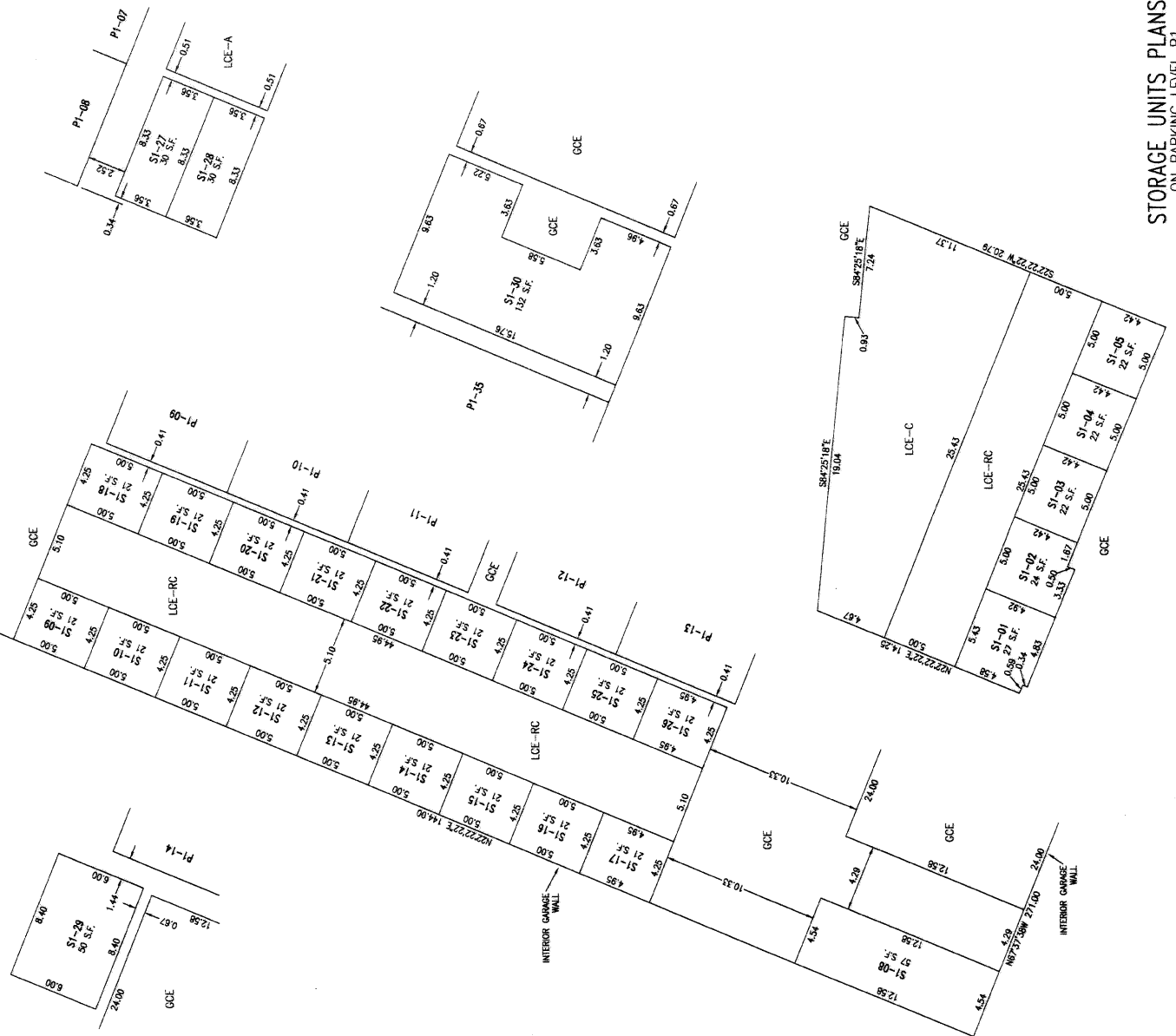
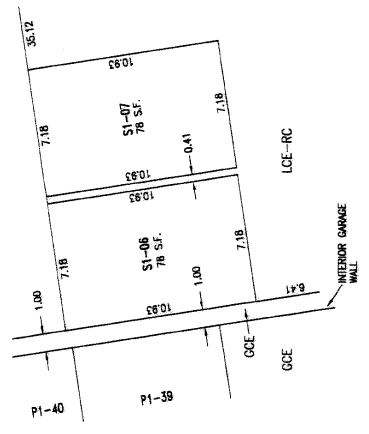
otak
1100 S.W. JAMES FERRY ROAD
LAKE OSWEGO, OREGON 97035
(503)835-3818 FAX (503)835-3895

surveyors
engineers
planners



- ### LEGEND
- GCE DENOTES GENERAL COMMON ELEMENT
 - LCE-RC DENOTES LIMITED COMMON ELEMENT- RESIDENTIAL CONDOMINIUM UNITS
 - LCE-A DENOTES LIMITED COMMON ELEMENT- APARTMENT UNIT
 - LCE-C DENOTES LIMITED COMMON ELEMENT- COMMERCIAL UNITS
 - P. NO. DENOTES PARKING UNIT
 - S. NO. DENOTES STORAGE UNIT
 - S.F. DENOTES SQUARE FEET

NOTES: ALL UNIT AND COMMON ELEMENT CORNERS ARE AT 90° UNLESS OTHERWISE NOTED.
SEE SHEET 25 FOR STORAGE UNIT ELEVATIONS AND SECTION D-D.



STORAGE UNITS PLANS
ON PARKING LEVEL P1
SCALE: 1"=5'

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Gary E. Paul
OREGON
JANUARY 1986
GARY E. PAUL
2008
RENEWAL 12/31/2008
THIS IS AN EXACT COPY OF
THE ORIGINAL PLAN FOR
"CIVIC CONDOMINIUM".
Gary E. Paul
P.L.S. NO. 2898

CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 29 OF 29

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT CIVIC HOUSING, LLC, AN OREGON LIMITED LIABILITY COMPANY, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "CIVIC CONDOMINIUMS", AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE TO BE A TRUE AND CORRECT MAP OF THE LANDS OWNED BY THEM AND Laid OUT AS A CONDOMINIUM, AND HEREBY DO HEREBY COMPLY WITH THE REQUIREMENTS OF THE OREGON CONDOMINIUM ACT AND APARTMENT ACT, AND THE APPLICABLE CONDITIONS OF THE MEMORANDUM OF AIR SPACE LEASE AND EASEMENT RECORDED AS DOCUMENT NO. 2005-120786, MULTNOMAH COUNTY DEED RECORDS. ALL IMPROVEMENTS DESCRIBED AND DEPICTED ON THIS PLAN ARE SUBJECT TO THE PROVISIONS OF ORS 100.005 TO 100.625.

CIVIC HOUSING, LLC,
 AN OREGON LIMITED LIABILITY COMPANY
 BY: [Signature]
 MEMBER

BY: CIVIC HOUSING DEVELOPMENT SERVICES, LLC,
 OPERATIONS MEMBER

BY: [Signature]
 MANAGER

ACKNOWLEDGMENT

STATE OF OREGON
 COUNTY OF Multnomah)
 I, [Signature])
 NOTARY PUBLIC - OREGON)
 DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ANNEXED MAP OF "CIVIC CONDOMINIUM", SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING DESCRIBED AS FOLLOWS: BEING A 5/8" X 30" IRON ROD WITH A YELLOW, PLASTIC CAP BEARING "CIVIC" THEREON, BEING THE TRUE POINT OF BEGINNING OF THE TRACT DESCRIBED IN S.W. MORRISON STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 18TH AVENUE AND BEARING N.33°56'08"W., 108.16 FEET FROM A 5/8"-INCH IRON ROD AT THE MOST NORTHERLY CORNER OF PARTITION PLAT NO. 1987-27, MULTNOMAH COUNTY PLAT RECORDS; THENCE N.67°37'38"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 372.55 FEET TO THE SOUTHWEST CORNER OF PARTITION PLAT NO. 2005-120784, MULTNOMAH COUNTY DEED RECORDS; THENCE N.22°04'12"E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF S.W. 2005-120784 TRACT, 132.58 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. BURNSIDE STREET AS DEDICATED IN DOCUMENT NO. 2006-177385, MULTNOMAH COUNTY DEED RECORDS; THENCE S.64°25'18"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 233.54 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. ALDER STREET; THENCE S.67°38'00"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF S.W. ALDER STREET, 119.00 FEET TO THE POINT OF BEGINNING OF S.W. 19TH AVENUE; THENCE S.08°15'53"E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 692.73 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 18TH AVENUE; THENCE S.27°22'36"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 34.22 FEET TO THE INITIAL POINT.

TOGETHER WITH AN APPOINTMENT RIGHT TO USE (IN ACCORDANCE WITH CHAPTER 32 OF THE UNIFORM BUILDING CODE AND THE BUILDING PERMITS ACT), PORTION OF S.W. MORRISON STREET LYING FROM ELEVATION 95.40 FEET AND BELOW, CITY OF PORTLAND DATUM, THE HORIZONTAL BOUNDARIES OF SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE ABOVE DESCRIBED INITIAL POINT, THENCE N.67°37'38"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. MORRISON STREET, 97.05 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N.67°37'38"W., 273.00 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE S.27°22'36"W., 12.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 12.00 FEET SOUTHERLY OF SAID PARALLEL LINE, BEING THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. MORRISON STREET; THENCE S.67°38'00"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 119.00 FEET TO A PARALLEL LINE N.27°22'36"W., 12.00 FEET TO THE TRUE POINT OF BEGINNING.

[Signature]
 CIVIC HOUSING, LLC
 MANAGER

NOTARY SIGNATURE
[Signature]
 CIVIC HOUSING, LLC
 MANAGER

COMMISSION NUMBER 402671
 MY COMMISSION EXPIRES 3/15/10

NOTES AND RESTRICTIONS

- BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENTS TO THE ADJOINING UNIT OR THE UNIT AS NOTED.
- SUBJECT TO THE DECLARATION SUBMITTING "CIVIC CONDOMINIUM" TO MULTNOMAH COUNTY RECORDS, CONDOMINIUM OWNERSHIP RECORDED IN DOCUMENT NO. 2007-184131.
- BASIS OF ELEVATIONS: CITY OF PORTLAND BENCH 3420, A 2-1/2" BRASS DISC IN THE CURB LINE 20' WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION S.W. 18TH AVENUE WITH S.W. MORRISON STREET. ELEVATION = 103.725', CITY OF PORTLAND DATUM.
- SUBJECT TO THE STORM AND DRAIN EASEMENT TO THE CITY OF PORTLAND RECORDED IN BOOK 123, PAGE 275, JULY 19, 1888, THE EXACT LOCATION OF THE EASEMENT CAN NOT BE DETERMINED FROM INFORMATION WITHIN THE DOCUMENT.
- SUBJECT TO THE APPLICABLE CONDITIONS OF THE MEMORANDUM OF AIR SPACE LEASE AND EASEMENT RECORDED AS DOCUMENT NO. 2005-120786, MULTNOMAH COUNTY DEED RECORDS.
- SUBJECT TO THE APPLICABLE CONDITIONS OF THE MEMORANDUM OF GROUND LEASE AND EASEMENT RECORDED AS DOCUMENT NO. 2006-120787, MULTNOMAH COUNTY DEED RECORDS.

SURVEYOR'S CERTIFICATE

I, GARY E. PAUL, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ANNEXED MAP OF "CIVIC CONDOMINIUM", SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING DESCRIBED AS FOLLOWS: BEING A 5/8" X 30" IRON ROD WITH A YELLOW, PLASTIC CAP BEARING "CIVIC" THEREON, BEING THE TRUE POINT OF BEGINNING OF THE TRACT DESCRIBED IN S.W. MORRISON STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 18TH AVENUE AND BEARING N.33°56'08"W., 108.16 FEET FROM A 5/8"-INCH IRON ROD AT THE MOST NORTHERLY CORNER OF PARTITION PLAT NO. 1987-27, MULTNOMAH COUNTY PLAT RECORDS; THENCE N.67°37'38"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 372.55 FEET TO THE SOUTHWEST CORNER OF PARTITION PLAT NO. 2005-120784, MULTNOMAH COUNTY DEED RECORDS; THENCE N.22°04'12"E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF S.W. 2005-120784 TRACT, 132.58 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. BURNSIDE STREET AS DEDICATED IN DOCUMENT NO. 2006-177385, MULTNOMAH COUNTY DEED RECORDS; THENCE S.64°25'18"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 233.54 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. ALDER STREET; THENCE S.67°38'00"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF S.W. ALDER STREET, 119.00 FEET TO THE POINT OF BEGINNING OF S.W. 19TH AVENUE; THENCE S.08°15'53"E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 692.73 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 18TH AVENUE; THENCE S.27°22'36"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 34.22 FEET TO THE INITIAL POINT.

TOGETHER WITH AN APPOINTMENT RIGHT TO USE (IN ACCORDANCE WITH CHAPTER 32 OF THE UNIFORM BUILDING CODE AND THE BUILDING PERMITS ACT), PORTION OF S.W. MORRISON STREET LYING FROM ELEVATION 95.40 FEET AND BELOW, CITY OF PORTLAND DATUM, THE HORIZONTAL BOUNDARIES OF SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE ABOVE DESCRIBED INITIAL POINT, THENCE N.67°37'38"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. MORRISON STREET, 97.05 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N.67°37'38"W., 273.00 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE S.27°22'36"W., 12.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 12.00 FEET SOUTHERLY OF SAID PARALLEL LINE, BEING THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. MORRISON STREET; THENCE S.67°38'00"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 119.00 FEET TO A PARALLEL LINE N.27°22'36"W., 12.00 FEET TO THE TRUE POINT OF BEGINNING.

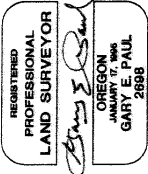
[Signature]
 GARY E. PAUL
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2698

APPROVALS

APPROVED THIS 8th DAY OF June, 2007
 COUNTY SURVEYOR, MULTNOMAH COUNTY, OREGON
 BY [Signature]

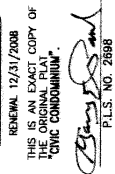
ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 100.110 HAVE BEEN PAID AS OF 3/1/06, 2007.

DIRECTOR
 DIVISION OF ASSESSMENT AND TAXATION, MULTNOMAH COUNTY, OREGON
 BY [Signature]
 DEPUTY



STATE OF OREGON }
 COUNTY OF MULTNOMAH }
 I, DO HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM PLAT WAS RECEIVED FOR RECORD AND RECORDED June 11, 2007 AT 12:41 O'CLOCK P.M. IN BOOK 1285, ON PAGES 55-63.

MULTNOMAH COUNTY RECORDING OFFICE
 BY [Signature]
 DEPUTY
 DOCUMENT NO. 2007-184130



CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 3 OF 29



17355 S.W. BOMES FERRY RD.
 PORTLAND, OREGON 97224
 (503)865-3818 FAX (503)865-3395

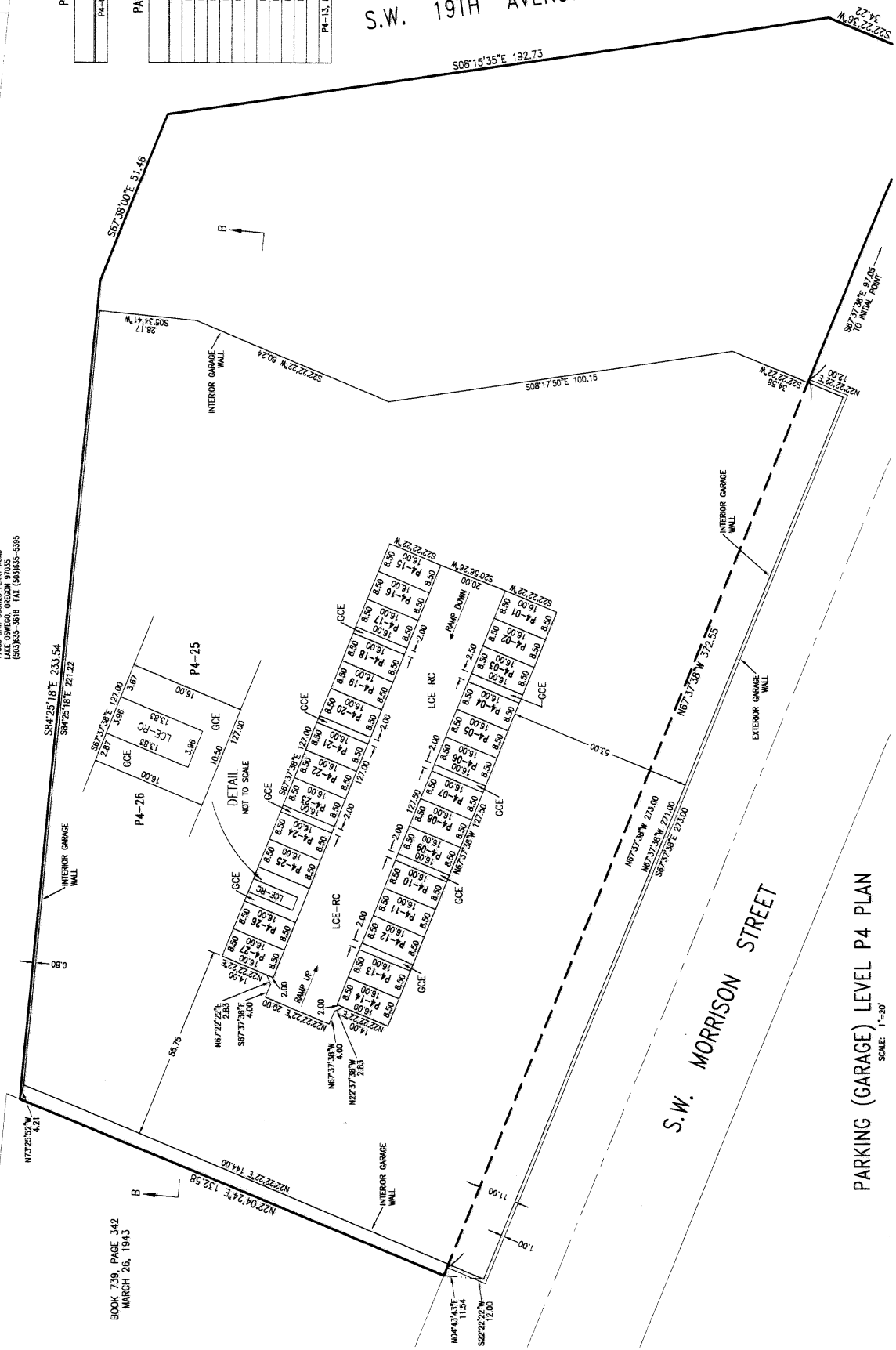
LEGEND
 GCE DENOTES GENERAL COMMON ELEMENT
 LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL CONDOMINIUM UNITS
 P NO. DENOTES PARKING UNIT
 S.F. DENOTES SQUARE FEET
 NOTES: SEE SHEET 25 FOR GARAGE SECTION B-B
 SEE SHEET 25 FOR PARKING SECTION C-C
 ALL UNIT AND COMMON ELEMENT CORNERS ARE AT 90° UNLESS OTHERWISE NOTED.

PARKING UNIT AREAS

UNIT NO.	AREA (S.F.)
P4-01 THRU P4-27	138

PARKING UNIT ELEVATIONS

UNIT NO.	ELEV.
P4-01, P4-15	64.90
P4-02, P4-16	64.42
P4-03, P4-17	63.85
P4-04, P4-18	63.22
P4-05, P4-19	62.85
P4-06, P4-20	62.11
P4-07, P4-21	61.43
P4-08, P4-22	60.80
P4-09, P4-23	60.34
P4-10, P4-24	59.62
P4-11, P4-25	58.92
P4-12	58.42
P4-13, P4-14, P4-26, P4-27	57.80



S.W. 19TH AVENUE



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 Gary E. Paul
 OREGON
 JANUARY 17, 1988
 GARY E. PAUL
 23895
 RENEWAL 12/31/2008
 THIS IS AN EXACT COPY OF
 THE ORIGINAL SURVEY
 RECORD FOR THIS CONDOMINIUM

PARKING (GARAGE) LEVEL P4 PLAN
 SCALE: 1"=20'

CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 4 OF 29



17325 S.W. BONNIE HERRY ROAD
 PORTLAND, OREGON 97224
 (503)455-3616 FAX (503)455-5395

surveys
 engineers
 planners

- LEGEND**
- GCE DENOTES GENERAL COMMON ELEMENT
 - LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL CONDOMINIUM UNITS
 - LCE-A DENOTES LIMITED COMMON ELEMENT-APARTMENT UNIT
 - P NO. DENOTES PARKING UNIT
 - S.F. DENOTES SQUARE FEET

PARKING UNIT ELEVATIONS

UNIT NO.	ELEV.
P3-01, P3-15	74.43
P3-02, P3-16	74.01
P3-03, P3-17	73.50
P3-04, P3-18	72.88
P3-05, P3-19	72.40
P3-06, P3-20	72.06
P3-07, P3-21	71.46
P3-08, P3-22	70.90
P3-09, P3-23	70.30
P3-10, P3-24	69.77
P3-11, P3-25	69.26
P3-12	68.77
P3-13, P3-26	68.19
P3-14, P3-27	67.70
P3-28 THRU P3-35	67.44
P3-36	66.72
P3-37	66.30
P3-38	65.79
P3-39	65.48
P3-40 THRU P3-43	65.26
P3-44 THRU P3-49	65.20
P3-50	65.05
P3-51	65.83
P3-52	66.20
P3-53	66.67
P3-54 THRU P3-62	67.44
P3-63 THRU P3-74	67.48
P3-75 THRU P3-78	67.48
P3-79 THRU P3-82	67.48
P3-83, P3-118	67.14
P3-84, P3-117	66.71
P3-85, P3-116	66.32
P3-87	65.82
P3-88, P3-89	65.33
P3-90 THRU P3-93	65.26
P3-94 THRU P3-115	65.22
P3-119 THRU P3-131	67.47

PARKING UNIT AREAS

UNIT NO.	AREA (S.F.)
P3-53	131
P3-59	154
P3-01 THRU P3-52	
P3-54 THRU P3-62	
P3-63 THRU P3-74	
P3-75 THRU P3-78 (A AND B)	136
P3-79 THRU P3-82	
P3-83 THRU P3-115	
P3-116 THRU P3-118	
P3-119 THRU P3-131	144
P3-74	153
P3-71 (A AND B)	162

WEST BURNSIDE STREET

S.W. MORRISON STREET



S.W. 19TH AVENUE

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 OREGON
 LICENSE NO. 22222
 GARY E. PAUL
 2698
 RENEWAL 12/31/2008
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 P.L.S. NO. 2698

PARKING (GARAGE) LEVEL P3 PLAN
 SCALE: 1"=20'

- NOTES:**
- SEE SHEET 3 FOR INTERIOR GARAGE WALL LOCATION
 - SEE SHEET 25 FOR GARAGE SECTION B-B
 - SEE SHEET 25 FOR PARKING SECTION C-C
 - ALL UNIT AND COMMON ELEMENT CORNERS ARE AT 90° UNLESS OTHERWISE NOTED

CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 5 OF 29

LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL CONDOMINIUM UNITS
- LCE-A DENOTES LIMITED COMMON ELEMENT-APARTMENT UNIT
- LCE-A/RC DENOTES LIMITED COMMON ELEMENT-APARTMENT UNIT/RESIDENTIAL CONDOMINIUM UNITS
- P. NO. DENOTES PARKING UNIT
- S.F. DENOTES SQUARE FEET

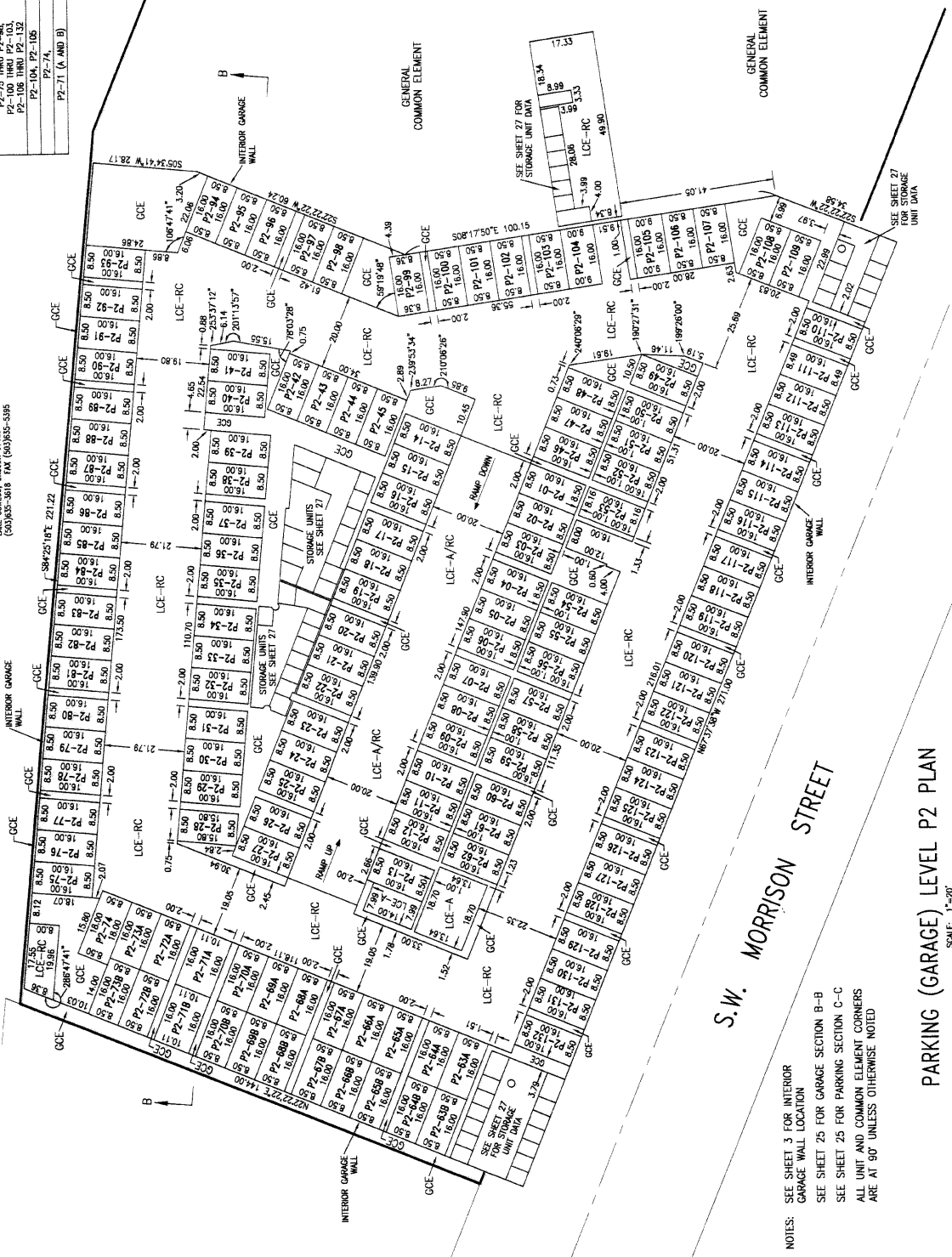
PARKING UNIT ELEVATIONS

UNIT NO.	ELEV.
P2-01	83.74
P2-02	83.18
P2-03	82.65
P2-04	81.98
P2-05	81.37
P2-06	80.92
P2-07	80.28
P2-08	79.73
P2-09	79.13
P2-10	78.50
P2-11	77.84
P2-12	77.36
P2-13	76.94
P2-14	76.66
P2-15	76.24
P2-16	75.82
P2-17	75.37
P2-18	75.01
P2-19	74.67
P2-20	75.10
P2-21	75.47
P2-22	75.86
P2-23	76.02
P2-24	76.97
P2-25	76.95
P2-26	77.02
P2-27	76.95
P2-28	76.89
P2-29	76.10
P2-30	75.41
P2-31	74.97
P2-32	74.70
P2-33	76.36
P2-34	76.78
P2-35	76.95

PARKING UNIT AREAS

UNIT NO.	AREA (S.F.)
P2-53	130
P2-54	134
P2-55	136
P2-56	144
P2-57	153
P2-58	162

otak
 LAND SURVEYORS
 1735 S.W. BONNIE FERRY ROAD
 LAKE OSWEGO, OREGON 97035
 (503)835-3618 FAX (503)835-5385



REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 GARY E. PAUL
 2698
 RENEWAL 12/31/2008
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 P.L.S. NO. 2698

NOTES:

- SEE SHEET 3 FOR INTERIOR GARAGE WALL LOCATION
- SEE SHEET 25 FOR GARAGE SECTION B-B
- SEE SHEET 25 FOR PARKING SECTION C-C
- ALL UNIT AND COMMON ELEMENT CORNERS ARE AT 90° UNLESS OTHERWISE NOTED

PARKING (GARAGE) LEVEL P2 PLAN
 SCALE: 1"=20'

CIVIC CONDOMINIUM

IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
CITY OF PORTLAND
MULTNOMAH COUNTY, OREGON
SURVEYED MAY 8, 2007
SHEET 6 OF 29



17355 S.W. BONES FERRY ROAD
LAKE OSWEGO, OREGON 97035
(503)855-5818 FAX (503)855-5385

architects
engineers
planners

UNIT NO.	AREA (S.F.)
P1-76	131
P1-03 THRU P1-65	138
P1-69 THRU P1-75	140
P1-86	144
P1-01 THRU P1-02	144
P1-57 THRU P1-68	144

PARKING UNIT AREAS

UNIT NO.	ELEV.
P1-01, P1-02, P1-05 THRU P1-08	86.44
P1-03, P1-04, P1-79	86.33
P1-09 THRU P1-23	86.49
P1-24, P1-80 THRU P1-85	86.40
P1-25, P1-78	86.25
P1-27	86.12
P1-28, P1-81, P1-76	86.85
P1-29, P1-82	85.87
P1-30	85.32
P1-31	84.95
P1-32, P1-85	84.58
P1-33 THRU P1-35	84.26
P1-36 THRU P1-49, P1-56 THRU P1-72	84.20
P1-50 THRU P1-52	84.16
P1-53	84.35
P1-54	84.75
P1-55, P1-59	85.22
P1-56	85.73
P1-57	85.87
P1-58	85.09
P1-60, P1-64	85.94
P1-53	85.39
P1-74	84.05
P1-75	85.00
P1-75	85.34

S.W. 19TH AVENUE

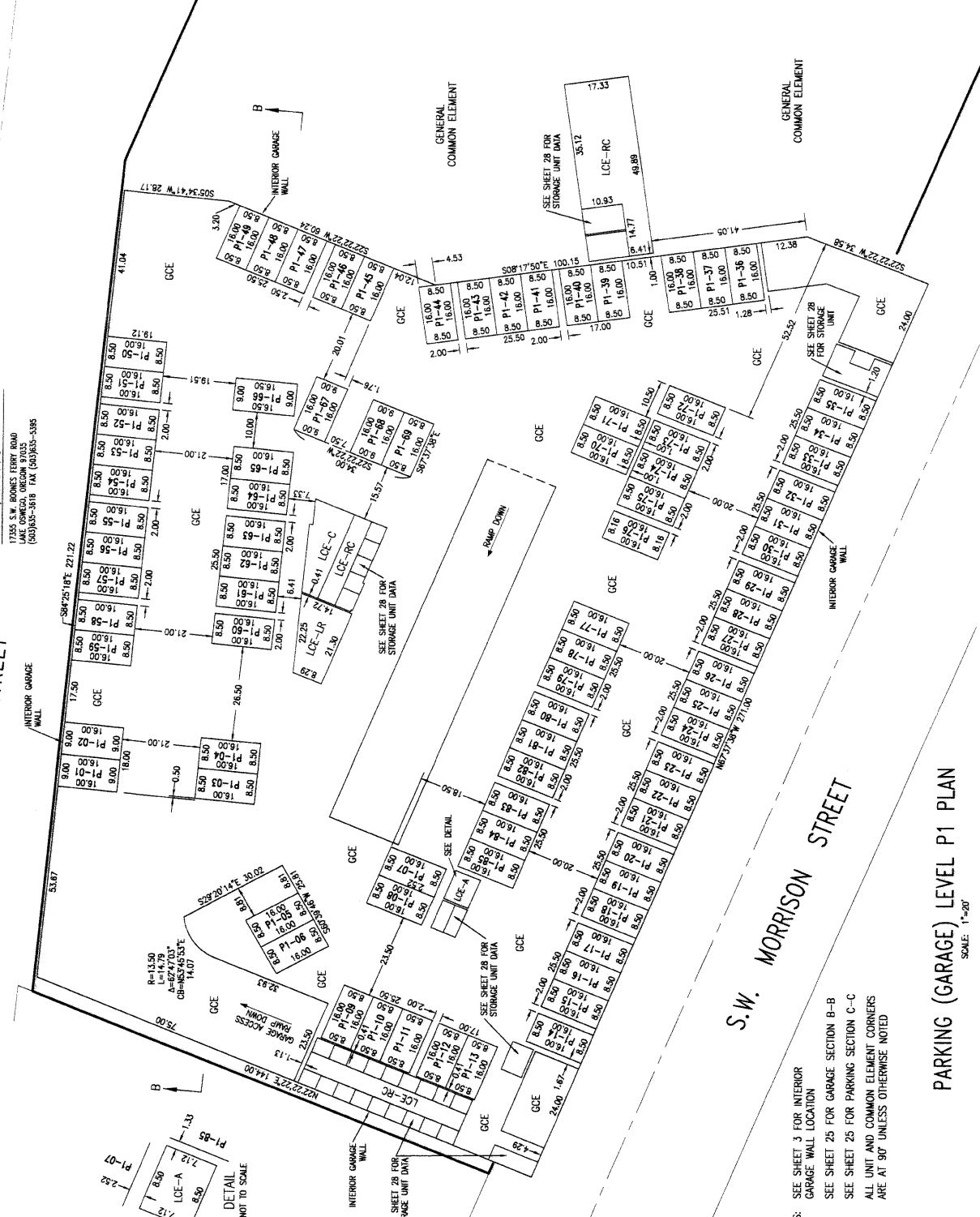
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Gary E. Paul
OREGON
LICENSE NO. 1259
GARY E. PAUL
2898

RENEWAL 12/31/2008
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THE ORIGINAL PLAN
"CIVIC CONDOMINIUM".

Gary E. Paul
P.L.S. NO. 2898

- LEGEND**
- GCE DENOTES GENERAL COMMON ELEMENT
 - LCE-C DENOTES LIMITED COMMON ELEMENT-COMMERCIAL UNITS
 - LCE-A DENOTES LIMITED COMMON ELEMENT-APARTMENT UNIT
 - LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL CONDOMINIUM UNITS
 - LCE-LR DENOTES LIMITED COMMON ELEMENT-LOW RISE UNITS
 - P NO. DENOTES PARKING UNIT
 - S.F. DENOTES SQUARE FEET



- NOTES:**
- SEE SHEET 3 FOR INTERIOR GARAGE WALL LOCKING
 - SEE SHEET 25 FOR GARAGE SECTION B-B
 - SEE SHEET 25 FOR PARKING SECTION C-C
 - ALL UNIT AND COMMON ELEMENT CORNERS ARE AT 90° UNLESS OTHERWISE NOTED

PARKING (GARAGE) LEVEL P1 PLAN

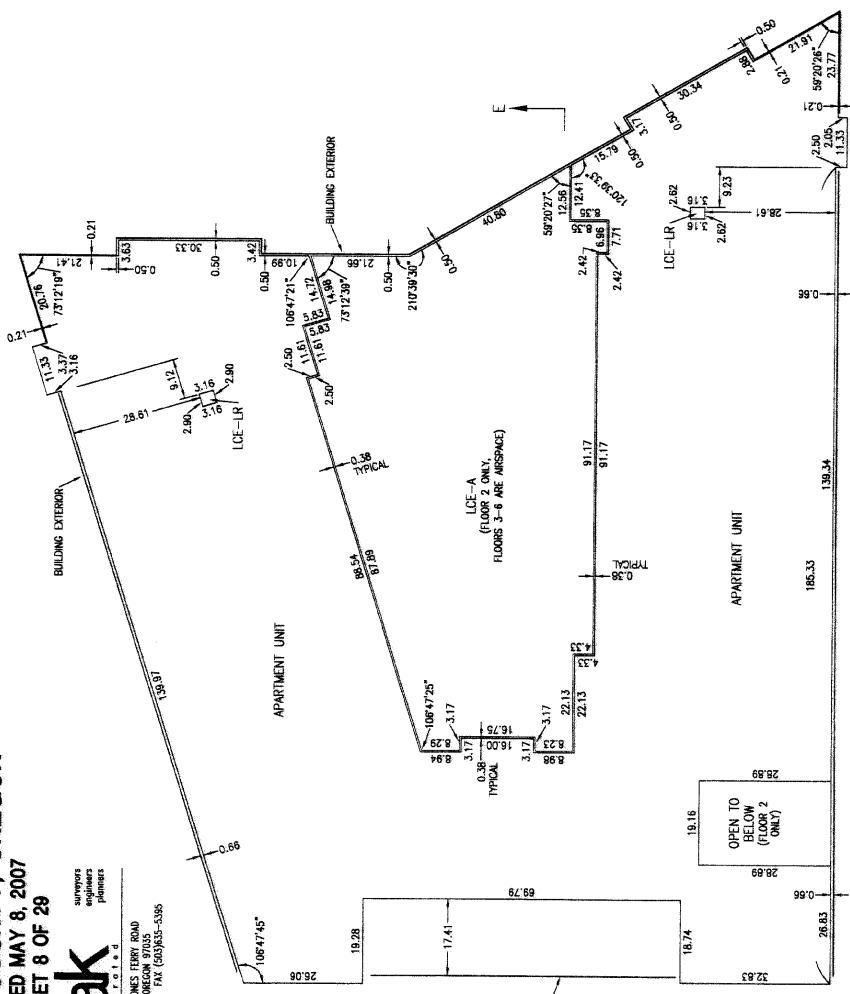
SCALE: 1"=20'

CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 8 OF 28



LEGEND
 GCE DENOTES GENERAL COMMON ELEMENT
 LCE-C DENOTES LIMITED COMMON ELEMENT - COMMERCIAL UNITS
 LCE-A DENOTES LIMITED COMMON ELEMENT - APARTMENT UNIT
 LCE-LR DENOTES LIMITED COMMON ELEMENT - LOW RISE UNITS
 S.F. DENOTES SQUARE FEET
 O DENOTES GENERAL COMMON ELEMENT COLUMN
 RADIUS=1.00'

NOTES: SEE SHEET 24 FOR LOW RISE SECTION E-E
 ALL UNIT AND COMMON ELEMENT CORNERS
 ARE AT 90° UNLESS OTHERWISE NOTED.



FLOORS 2-6 PLAN - LOW RISE
 SCALE: 1"=20'

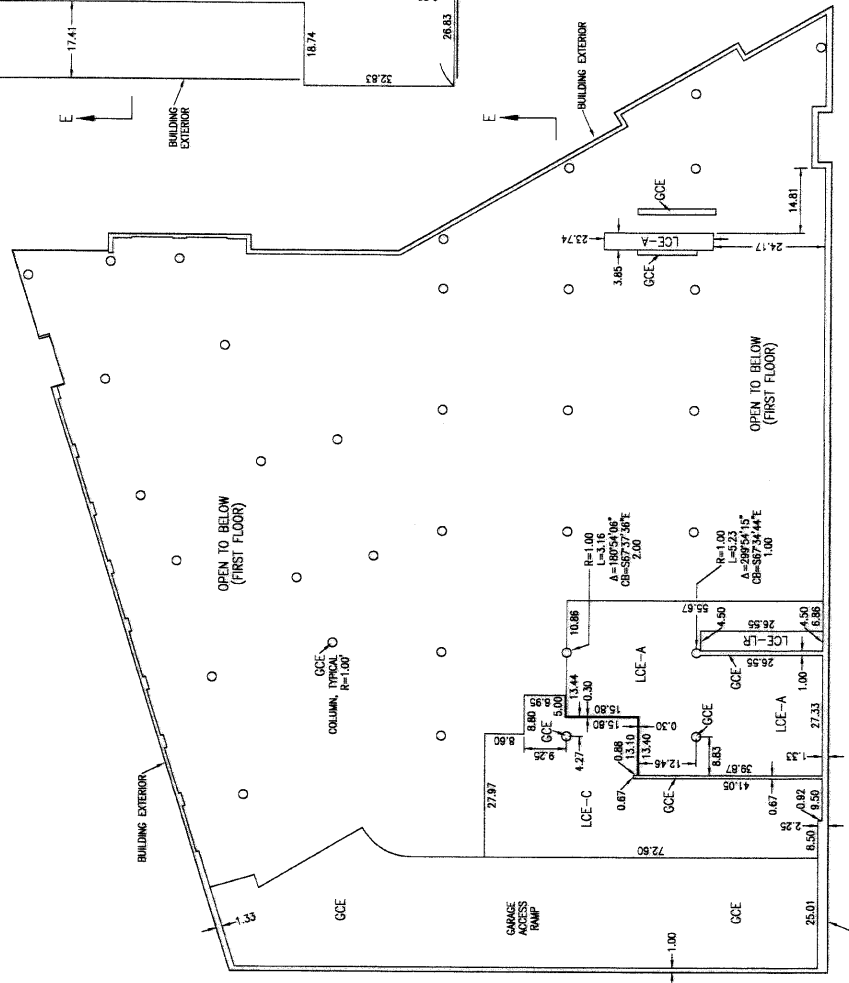
**APARTMENT UNIT AREAS
 (BY FLOOR)**

FLOOR	AREA
6TH FLOOR	20,481 S.F.
5TH FLOOR	20,481 S.F.
4TH FLOOR	20,481 S.F.
3RD FLOOR	20,481 S.F.
2ND FLOOR	19,927 S.F.
TOTAL	101,851 S.F.

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 OREGON
 JANUARY 17, 1985
 GARY E. PAUL
 2889
 RENEWAL 12/31/2008
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 "CIVIC CONDOMINIUM"

 P.L.S. NO. 2688



LOBBY FLOOR PLAN - LOW RISE
 SCALE: 1"=20'

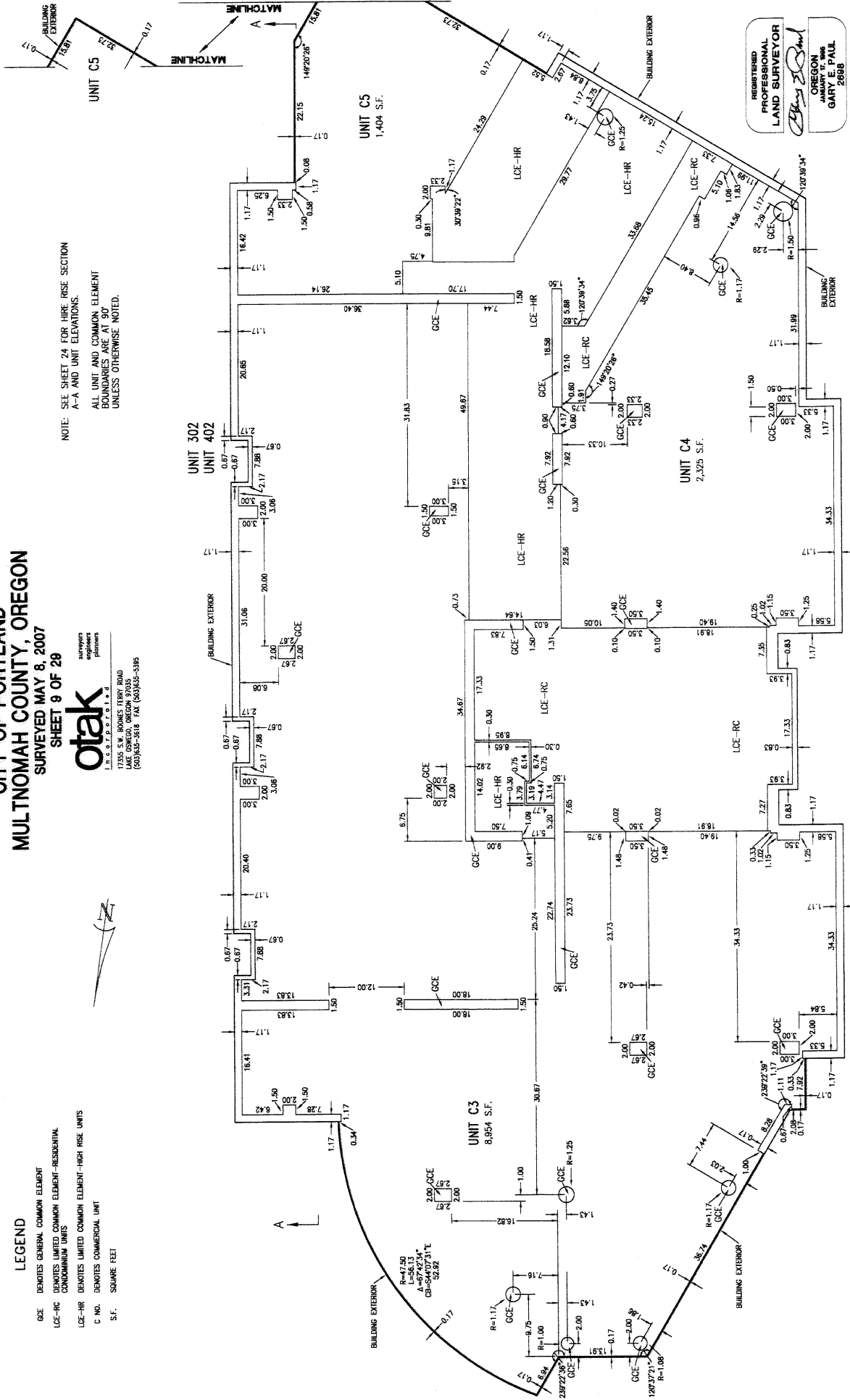
CIVIC CONDOMINIUM
 IN THE SE1/4 SECTION 33, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED MAY 8, 2007
 SHEET 9 OF 29

LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE-RC DENOTES LIMITED COMMON ELEMENT-RESIDENTIAL CONDOMINIUM UNITS
- LCE-HR DENOTES LIMITED COMMON ELEMENT-HIGH RISE UNITS
- C NO. DENOTES COMMERCIAL UNIT
- S.F. SQUARE FEET

otak
 1111 S.W. 5TH AVENUE, SUITE 200
 LAKE OSWEGO, OREGON 97035
 (503) 435-3618 FAX (503) 435-3395

NOTE: SEE SHEET 24 FOR HIRE RISE SECTION
 A-A AND UNIT ELEVATIONS.
 ALL UNIT AND COMMON ELEMENT
 BOUNDARIES ARE AT 30"
 UNLESS OTHERWISE NOTED.



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 JANUARY 11, 1988
 GARY E. PAUL
 28985
 RENEWAL 12/31/2008
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 THE ORIGINAL PLAT "CIVIC
 CONDOMINIUM"
 P.L.S. NO. 2898

HIGH RISE BUILDING - FLOOR 1 PLAN

SCALE 1"=10'

AFTER RECORDING, RETURN TO:

Ticor Title

PREPARED BY:

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

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

E41 87 ATMCS
Total : 451.00

2007-104131 06/11/2007 01:29:12pm

**DECLARATION SUBMITTING
CIVIC CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

**Civic Housing, LLC
Declarant**

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**DECLARATION SUBMITTING
CIVIC CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 16th day of APRIL, 2007, by **CIVIC HOUSING, LLC**, an Oregon limited liability company ("**Declarant**").

Declarant proposes to create a condominium to be known as Civic Condominium, 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 "**Apartment Unit**" means the residential apartment dwellings and administrative facilities located in the Low Rise Building labeled as such on the attached Exhibit B.

1.2 "**Apollo**" means Apollo Housing Capital, LLC, its successors and assigns, so long as it is a limited partner in the owner of the Apartment Unit, along with its successors and assigns if such successor or assignee notifies the Association in writing of its interest in the Apartment Unit.

1.3 "**Association**" means the association of Unit owners established pursuant to Article 14 below.

1.4 "**Bylaws**" means the Bylaws of the Association of Unit Owners of Civic Condominium adopted pursuant to Section 14.4 below as the same may be amended from time to time.

1.5 "**Commercial Units**" means the ground floor Commercial Units labeled as such on the attached Exhibit B.

1.6 "**Condominium**" means all of that property submitted to the condominium form of ownership by this Declaration.

1.7 "**Declarant**" means Civic Housing, LLC, an Oregon limited liability company, and its successors and assigns.

1.8 "**Declaration**" means this Declaration as the same may hereafter be amended.

1.9 “**Eligible Mortgage Holder**” means a holder of a first Mortgage on a Residential or Commercial Unit and the holder of any Mortgage on the Apartment 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.

1.10 “**Eligible Mortgage Insurer or Guarantor**” means an insurer or governmental guarantor of a first Mortgage on a Residential or Commercial Unit and any Mortgage on the Apartment Unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below.

1.11 “**High Rise Building**” means the 16 story building located on the eastern portion of the property, including the ground floor commercial pedestal.

1.12 “**High Rise Units**” means the Residential Condominium Units and the Commercial Unit located on the ground floor of the High Rise Building.

1.13 “**Low Rise Building**” means the six story building located on the western portion of the property, including the ground floor commercial pedestal.

1.14 “**Low Rise Units**” means the Apartment Unit and the Commercial Unit located in the Low Rise Building.

1.15 “**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.

1.16 “**Parking Garage**” means the underground parking facility located on the property.

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

1.18 “**Plat**” means the plat of Civic Condominium recorded simultaneously with the recording of this Declaration.

1.19 “**Promenade**” means all pedestrian-oriented surfaces located on the ground level between the High Rise Building and the Low Rise Building.

1.20 “**Residential Condominium Units**” means the 261 dwelling Units located in the High Rise Building labeled as such on the attached Exhibit B.

1.21 “**Storage Units**” means those Units for storage purposes and labeled as such on the attached Exhibit B.

1.22 “**Unit**” means the Apartment Unit or a Commercial Unit, Parking Unit, Residential Condominium Unit or Storage Unit.

1.23 **“Voting Rights”** means those voting rights assigned to Units in Section 8.2 below.

1.24 **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 **“Civic Condominium.”**

Article 4

Units

4.1 **General Description of Buildings.** The Condominium consists of a six story Low Rise Building and a 16 story High Rise Building, together with a below level basement parking garage. The Low Rise Building is of joist framed construction and steel stud/concrete podium, with an exterior skin of metal and wood panels and vinyl windows on the upper levels and aluminum store front windows, exposed galvanized steel beams and columns and some accent areas of steel panels on the ground level, and wood roof. The High Rise Building is of reinforced concrete sheer walls and concrete podium with an exterior skin of metal panels and aluminum windows on the upper levels and aluminum store front windows, exposed galvanized steel beams and columns and some accent areas of metal panels on the ground level, and post-tension concrete roof.

4.2 **General Description, Location and Designation of Units.** The Condominium contains 5 Commercial Units, 1 Apartment Unit, 261 Residential Condominium Units, 152 Storage Units and 397 Parking Units for a total of 816 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) **Apartment, Residential Condominium and Commercial Units.** Each Apartment, Residential Condominium or Commercial Unit shall be bounded by (i) a vertical plane at the center of the air space between adjoining Units; (ii) on exterior walls, the inside surface of the exterior skin and a vertical plane at the inside surface of the exterior windows; (iii) for other walls, a vertical plane at the exterior face of the studs; (iv) the top surface of the floor slab; and (v) the interior surfaces of the structural ceilings. Where no boundary wall separates two Units or a Unit and a common element, the boundary shall be a vertical plane as shown on the Plat. Such Units shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces, except those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the Condominium. In addition, each such Unit shall include the following: (a) All spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the boundaries of the Unit; and (b) All outlets of utility 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 and perimeter walls (if any). The upper boundary shall be a horizontal plane at the elevation noted on the Plat. Where there is no perimeter wall the perimeter boundary shall be 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, Promenade, parking ramps and other areas labeled a general common element on the Plat.

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.

5.4 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 balconies and terraces marked as limited common elements on the Plat, each of which shall pertain to the Unit which it adjoins as shown on the Plat.

6.2 All areas marked "LCE-A" on the Plat which shall pertain to the Apartment Unit.

6.3 All areas marked "LCE-C" on the Plat, which shall pertain to the Commercial Units based upon relative square footage of each Commercial Unit compared to both Commercial Units combined.

6.4 All areas labeled "LCE-RC" on the Plat, which shall pertain to all of the Residential Condominium Units based upon the square footage of each Unit compared to the square footage of all Residential Condominium Units combined.

6.5 All areas marked "LCE-A/RC" on the Plat, which shall pertain to the Apartment Unit and the Residential Condominium Units based upon the square footage of each such Unit compared to such Units combined.

6.6 All areas labeled "LCE-LR" on the Plat, which shall pertain to the Low Rise Units based upon the relative square footage of each such Unit compared to such Units combined.

6.7 All areas labeled "LCE-HR" on the Plat, which shall pertain to all of the High Rise Units based upon the relative square footage of each such Unit compared to all such Units combined.

Article 7

Allocation of Undivided Interests in Common Elements

Each Unit, including Residential Condominium Units, the Apartment Unit, Commercial Units, Parking Units and Storage Units, 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 bears to the total square footage of all Units combined, as shown on the attached Exhibit B. If Units are ever consolidated, or if Commercial Units are ever subdivided, the percentage ownership interest in the common elements shall be allocated among the consolidated or subdivided Units in the proportion by which the square footage in the individual Unit bears to the total square footage of all of the affected Units. 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 set forth 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. 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) **Limited Common Elements.** All costs of operating, repairing, repairing or replacing the limited common elements, and any reserves for the same, shall be assessed to the Units which such limited common elements pertain based upon each Unit's relative interest as set forth in Article 6 above.

(b) **Exterior Façade.** All costs of maintenance, repair and replacement of the exterior façade adjacent to the Commercial Units and their limited common elements, and any reserves for the same, shall be assessed to the Commercial Units based upon the relative square footage of each Commercial Unit compared to all Commercial Units combined. All costs of maintenance, repair and replacement of the exterior façade adjacent to the Apartment Unit and its limited common elements shall be assessed to the Apartment Unit. All costs of maintenance, repair and replacement of the exterior façade adjacent to the Residential Condominium Units and their limited common elements, and any reserves for the same, shall be assessed to all Residential Condominium Units based upon the relative square footage of each such Unit compared to all such Units combined. Each Commercial Unit owner shall be responsible for maintaining any canopies adjacent to its Commercial Unit as provided in Section 11.1.

(c) **Insurance.** The premiums for the Association's master insurance policy shall be allocated among the Units by the board of directors of the Association based on the allocation of risk and cost of insurance premiums as determined by the Board based upon information obtained from the Association's insurance brokers and insurers.

(d) **Utilities and Services.** Water and sewer services, chilled water, domestic hot water, gas and trash collection, other than for the general common elements, if not separately metered or billed, shall be allocated by the board of directors of the Association among the Units on a reasonable basis. If submeters exist for any such utilities or services, the Association shall allocate the same based upon readings of the submeters.

(e) **Low Rise Roof.** The owner of the Apartment Unit shall be responsible for maintaining the roof of the Low Rise Building, including the Level 2 Terrace, in good condition and repair, at its sole expense.

(f) **High Rise Roof.** The Association shall maintain the roof of the High Rise Building and assess all costs of maintaining repairing or replacing such roof, including reserve for the same, to all Residential Condominium Units and Commercial Units in such building based upon the relative square footage of each such Unit to all such Units combined.

(g) **Promenade.** All costs of maintenance, repair and replacement of the Promenade, including any reserves for the same shall be assigned as follows:

17.2% to the Commercial Units based upon the relative square footage of each Commercial Unit compared to all Commercial Units combined;

23.3% to the Apartment Unit; and

59.5% to the Residential Condominium Units based upon the relative square footage of each Residential Unit compared to all Residential Units combined.

8.2 **Allocation of Voting Rights.** Each Unit owner of a Residential Condominium Unit, Commercial Unit or Apartment Unit shall be entitled to Voting Rights in the affairs of the Association for each Unit, except Parking and Storage Units, on the basis of the relative square footage of each Residential, Commercial and Apartment Unit compared to all such Units combined. No Voting Rights shall attach to Parking 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 and state and local laws and regulations. Each Unit owner shall be bound by each of such documents.

10.1 **Apartment and Residential Condominium Units.** Apartment and Residential Condominium Units shall be used for residential purposes as defined in the Bylaws.

10.2 **Commercial Units.** Commercial Units shall be used for any retail, commercial, restaurant or professional purposes permitted by applicable zoning regulations; provided, however, that Commercial Units may not be used for manufacturing, for sales of pornographic or

erotic videos, literature, objects or similar merchandise, for video or amusement centers or arcades, or as any facility providing adult oriented entertainment.

10.3 **Parking Units**. Parking Units may be used only for parking of vehicles and may be owned only by Declarant or an affiliate of Declarant, by the owner or tenant of a Commercial, Apartment or Residential Condominium Unit in the Condominium, or by an affiliate of the owner of a Commercial Unit in the Condominium. Parking Units may not be used by any person other than Declarant or an affiliate of Declarant or an owner or tenant of an Apartment, Commercial or Residential Condominium Unit in the Condominium. Notwithstanding any other provision of this Section 10.3 to the contrary, Parking Units P1-01 through P1-85 may be rented, leased or used by members of the public, and the owner of such Parking Units may operate the same as a public parking facility and may have a toll booth and other means of access control in the parking garage for such purpose. Such Parking Units may be used for loading or installation of goods purchased at a Commercial Unit or from its occupant, and in connection therewith such Parking Units may be enclosed and may include areas for offices, materials, storage or related facilities. Transfer of Parking Units shall be accomplished by deed or other form of real property conveyance instrument.

10.4 **Storage Units**. Storage Units may be used only for storage purposes and may be owned only by Declarant, or by the owner or tenant of a Residential Condominium Unit in the Condominium and used in connection with the use of such a Unit. Storage Units may not be used by any person other than Declarant or an owner or tenant of a Residential Condominium Unit in the Condominium. Transfer of Storage Units by Declarant 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 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, except that the owner of each Commercial Unit shall be responsible for maintaining any canopy adjacent to such Unit. If any such Commercial Unit owner fails to so maintain such owner's canopy, then the Association may perform such maintenance and assess the cost thereof to the Unit owner. As provided in subsection 8.1(e) above, the owner of the Apartment Unit shall be responsible for maintaining the roof of the Low Rise Building, including the Level 2 Terrace, in good condition and repair at its sole expense. If the Apartment Unit owner fails to so maintain such roof after written notice from the Association and reasonable opportunity to cure, then the Association may perform such maintenance and assess the cost thereof to the Apartment Unit owner. In addition, the Apartment Unit owner shall indemnify the Association and other owners from any loss or damage due to failure to so maintain such roof.

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 all common elements for all foundation and 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. The Association shall have the right to install utility lines and service facilities within the common elements of the Condominium. 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 over the general common elements 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, deliver and record 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 writing 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 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 Residential Condominium Units owned by Declarant as model Units and the right to use a Residential Condominium 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 any agreement with the City of Portland 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 **Use of Promenade by Commercial Units.** The occupants of the Commercial Units shall be entitled to use portions of the Promenade for outdoor seating or display purposes. The area that may be used shall be as approved by the interim board of directors, and thereafter changed with the approval of the full board of directors and the owner of the Commercial Units. The owner and occupant of each Commercial Unit shall be responsible for keeping such portion of the Promenade in a neat, clean and attractive condition.

Article 13

Approval by Mortgagees

13.1 **Notice of Action.** Upon written request to the Association identifying its name and address and the Unit number or address of the Unit on which it has (or insures or guarantees) the Mortgage, any Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor and Apollo 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, or the Apartment Unit as to Apollo.
- (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, or the Apartment Unit as to Apollo.
- (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) Unless a greater amount is required by this Declaration or the Bylaws, 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 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, except as otherwise provided in Article 15;

(6) The boundaries of any Unit, except as otherwise provided in Article 15;

(7) Convertibility of Units into common elements or of common elements into Units;

(8) 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, unless a greater amount is required by this Declaration or the Bylaws, the prior written approval of two-thirds of the holders of Mortgages on Units in the Condominium (based upon one vote for each 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 otherwise provided in Section 15.1, 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, except as otherwise provided in Article 15.

(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 **Additional Approvals Required for Apartment Unit.** In addition to any other approvals required by the Oregon Condominium Act, this Declaration or the Bylaws, the prior written approval of the Mortgagees holding Mortgages on the Apartment Unit must be obtained for the following:

(a) Any amendment to the Declaration or Bylaws that changes the provisions listed in Section 13.2(b)(1)-(15) above and which affect only the Apartment Unit and its limited common elements (and not affecting the Residential Units or the Commercial Units);

(b) Any amendment to the Declaration or Bylaws that changes the provisions listed in Section 13.2(b)(1)-(15) above affecting the Residential Units and/or the Commercial Units which has a material adverse effect or which may be reasonably expected to have a material adverse effect on the operation of the Apartment Unit or the tenants or occupants of the Apartment Unit, the leasing of any space with the Apartment Unit, the general appearance, quality or character of the Apartment Unit; or

(c) Any reduction to the insurance requirements applicable to the Apartment Unit.

13.5 **Notice to Mortgagees of Defaults.** Any Mortgagee and Apollo, upon request, will be entitled to written notification from the Association of any default in the performance by the owner of the Mortgaged Unit (or the Apartment Unit, as to Apollo) 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 "Association of Unit Owners of Civic Condominium," 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 C. Pursuant to the terms of the Bylaws, Declarant specifically reserves the right to appoint two of 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.

Article 15

Changes to Units

15.1 **Relocation or Elimination of Boundaries; Consolidation or Division of Units.** Subject to compliance with the provisions of this Article and the Oregon Condominium Act,

(a) The boundaries between adjoining Units may be relocated, or may be eliminated so as to consolidate two or more such Units into one Unit; and

(b) A Commercial Unit may be divided or subdivided by an owner, including Declarant, into a total of not more than four Commercial Units.

15.2 **Proposed Amendment.** The owner or owners of the Units to be changed as provided in Section 15.1 above shall submit to the board of directors of the Association a proposed amendment which shall (a) state the purposes of the amendment, (b) identify the Units involved, (c) assign an identifying number to any new Unit created, (d) reallocate the interest in the common elements and the use of any limited common elements, Voting Rights, common expense liability and the right to common profits on the basis of the relative square footage of the Units, (e) provide a means of access for each Unit to common elements in the case of division of Units or conversion of Units to common elements, (f) include words of conveyance in the case of a relocation or elimination of boundaries and (g) include any additional provisions necessary to conform to any other provisions of this Declaration or the Bylaws.

15.3 **Approval of Board of Directors.** The board of directors shall approve the proposed amendment unless the board determines within 45 days that the amendment is

inconsistent with this Declaration or the Bylaws, or the change will impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium.

15.4 **Opinion of Engineer; Supervision.** The board of directors may require the owner or owners of the Units to be changed to submit an opinion of a registered professional engineer as to whether or not the proposed change will impair the structural integrity or mechanical systems of the Condominium or weaken support of any portion of the Condominium. The board of directors or any agent appointed by the board may supervise the work necessary to effect the change. Any expenses incurred under this section shall be charged to the owners requesting the change.

15.5 **Execution and Recording of Amendment and Plat.** The amendment shall be executed by the owner or owners and any Mortgagees of the affected Units, certified by the chairman and secretary of the Association and approved and recorded in accordance with the Oregon Condominium Act. In addition, a plat showing the change shall be recorded in accordance with such Act.

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 and by Mortgagees to the extent required by Article 13. Declarant's prior written consent shall also be required so long as Declarant owns 25 percent or more of the Residential Condominium Units in the Condominium, but no such consent shall be required after three years from the date of conveyance of the first Residential Condominium Unit to a person other than Declarant. Except as 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 shall require the written consent of Declarant. Any amendment to this Declaration that would materially and adversely affect the Commercial Units shall require the written consent of the owners of the Commercial Units, and any amendment that would materially and adversely affect the Apartment Unit shall require the written consent of the owner of the Apartment Unit.

16.3 **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

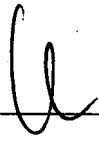
Each Unit owner, including Declarant as to any unsold Unit, shall be subject to all of the rights and duties assigned to Unit owners under the terms of the Declaration and Bylaws. All present and future owners, tenants, subtenants and occupants of Units, and all present and future employees, agents, 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.

CIVIC HOUSING, LLC, an Oregon limited liability company

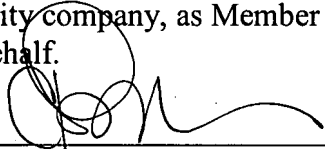
By: Civic Holding, LLC, an Oregon limited liability company, Member

By: Civic Housing Development Services, LLC, an Oregon limited liability company, Operations Member

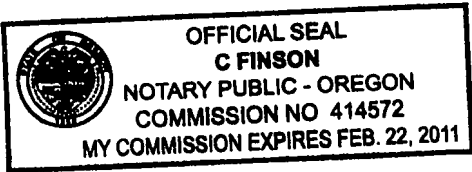
By:  _____
Kelly Saito, Manager

STATE OF OREGON)
) ss.
County of)

The foregoing instrument was acknowledged before me this 10th day of April,
2007 by Kelly SAITO, Manager of Civic Housing
Development Services, LLC, an Oregon limited liability company, as Operations Member of
Civic Holding, LLC, an Oregon limited liability company, as Member of Civic Housing, LLC an
Oregon limited liability company, as on its behalf.



Notary Public for Oregon
My commission expires: 2/22/11
Commission No.: 414572



CONSENT OF HOLDER OF AIR SPACE LEASE AND EASEMENT

The undersigned holder of an Air Space Lease and Easement on a portion of the real property described in Exhibit A hereby consents to this Declaration and submits such leasehold estate to condominium ownership.

CIVIC REDEVELOPMENT LIMITED PARTNERSHIP, an Oregon limited partnership

By: Housing Authority of Portland, its General Partner

By: *[Signature]*
Name: Margaret Van Vliet
Title: Gen. Executive Director

STATE OF OREGON)
) ss.
County of)

The foregoing instrument was acknowledged before me this 16th day of April, 2007 by Margaret VAN Vliet, DEP. EX. DIR. of Housing Authority of Portland, as General Partner of Civic Redevelopment Limited Partnership, an Oregon limited partnership, on its behalf.



[Signature]
Notary Public for Oregon
My commission expires:
Commission No.:

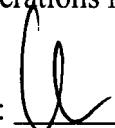
CONSENT OF HOLDER OF GROUND LEASE AND EASEMENT

The undersigned holder of a Ground Lease and Easement on a portion of the real property described in Exhibit A hereby consents to this Declaration and submits such leasehold estate to condominium ownership.

CIVIC RETAIL, LLC, an Oregon limited liability company

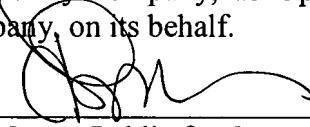
By: Civic Holding, LLC, an Oregon limited liability company, Operations Member

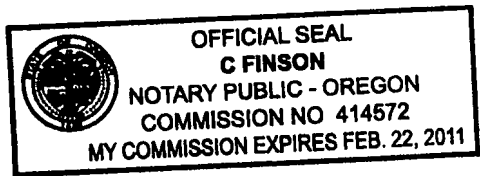
By: Civic Housing Development Services, LLC, an Oregon limited liability company, Operations Member

By:  Manager

STATE OF OREGON)
) ss.
County of)

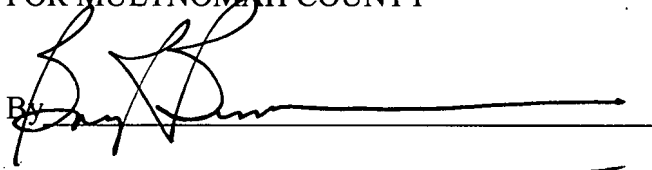
The foregoing instrument was acknowledged before me this 10th day of April, 2007 by Kelly Swito, as Manager of Civic Housing Development Services, LLC, an Oregon limited liability company, as Operations Member of Civic Holding, LLC, an Oregon limited liability company, as Operations Member of Civic Retail, LLC, an Oregon limited liability company, on its behalf.


Notary Public for Oregon
My commission expires: 2/22/11
Commission No.: 414572



The foregoing Declaration is approved this 11 day of June, 2007.

ASSESSOR AND TAX COLLECTOR
FOR MULTNOMAH COUNTY

By 

The foregoing Declaration is approved pursuant to ORS 100.110 this 1st day of June, 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.

REAL ESTATE COMMISSIONER

By 
Laurie Skillman

EXHIBIT A

Legal Description

A tract of land located in the southeast one-quarter of Section 33, Township 1 North, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, and being described as follows:

Beginning at the initial point, being a 5/8" x 30" iron rod with a yellow, plastic cap inscribed "Otak, Inc." set at the intersection of the northerly right-of-way line of S.W. Morrison Street with the westerly right-of-way line of S.W. 18th Avenue and bearing N.33°56'08"W., 108.16 feet from a 5/8-inch iron rod, at the most northerly corner of Partition Plat No. 1997-27 Multnomah County Plat Records; thence N.67°37'38"W. along said northerly right-of-way line, 372.55 feet to the southwest corner of that tract of land described in Document No. 2005-120784, Multnomah County Deed Records; thence N.22°04'24"E. along the westerly line of said Document No. 2005-120784 tract, 132.58 feet to the southerly right-of-way line of S.W. Burnside Street as dedicated in Document No. 2006-177385, Multnomah County Deed Records; thence S.84°25'18"E. along said southerly right-of-way line, 233.54 feet to the southerly right-of-way line of S.W. Alder Street; thence S.67°38'00"E. along said southerly right-of-way line, 51.46 feet to the westerly right-of-way line of S.W. 19th Avenue; thence S.08°15'35"E. along said westerly right-of-way line, 192.73 feet to the westerly right-of-way line of S.W. 18th Avenue; thence S.22°22'36"W. along said westerly right-of-way line, 34.22 feet to the initial point.

Together with an appurtenant right to use (pursuant to Chapter 32 of the Uniform Building Code and the building permits 05-129129-000-00-CO and 05-139159-000-00-CO issued by the City of Portland) that portion of S.W. Morrison Street lying from elevation 95.40 feet and below, City of Portland Datum, the horizontal boundaries of said tract being described as follows:

Commencing at the above described initial point; thence N.67°37'38"W. along the northerly right-of-way line of S.W. Morrison Street, 97.05 feet to the true Point of Beginning of the herein described tract; thence continuing along said northerly right-of-way line N.67°37'38"W., 273.00 feet; thence leaving said northerly right-of-way line S.22°22'22"W., 12.00 feet to a point on a line which is parallel with and 12.00 feet southerly of, when measured at right angles to, the northerly right-of-way line of S.W. Morrison Street; thence S.67°37'38"E. along said parallel line, 273.00 feet; thence leaving said parallel line N.22°22'22"E., 12.00 feet to the true Point of Beginning;

EXHIBIT B

Unit Square Footages and Undivided Interests

Unit	Type	Square Footage	Undivided Interest	Voting Rights
C1	Commercial	10744	10744/426710	10744/368726
C2	Commercial	8571	8571/426710	8571/368726
C3	Commercial	8954	8954/426710	8954/368726
C4	Commercial	2325	2325/426710	2325/368726
C5	Commercial	1404	1404/426710	1404/368726
Apt Unit	Apartment	101851	101851/426710	101851/368726
201	Living	1331	1331/426710	1331/368726
202	Living	1404	1404/426710	1404/368726
203	Living	670	670/426710	670/368726
204	Living	677	677/426710	677/368726
205	Living	706	706/426710	706/368726
206	Living	709	709/426710	709/368726
207	Living	706	706/426710	706/368726
208	Living	701	701/426710	701/368726
209	Living	833	833/426710	833/368726
210	Living	704	704/426710	704/368726
211	Living	865	865/426710	865/368726
212	Living	715	715/426710	715/368726
213	Living	691	691/426710	691/368726
214	Living	670	670/426710	670/368726
215	Living	670	670/426710	670/368726
216	Living	1181	1181/426710	1181/368726
217	Living	712	712/426710	712/368726
219	Living	1497	1497/426710	1497/368726
301	Living	1331	1331/426710	1331/368726
302	Living	1404	1404/426710	1404/368726
303	Living	694	694/426710	694/368726
304	Living	698	698/426710	698/368726
305	Living	719	719/426710	719/368726
306	Living	722	722/426710	722/368726
307	Living	721	721/426710	721/368726
308	Living	717	717/426710	717/368726
309	Living	851	851/426710	851/368726
310	Living	719	719/426710	719/368726
311	Living	886	886/426710	886/368726
312	Living	729	729/426710	729/368726
313	Living	704	704/426710	704/368726
314	Living	690	690/426710	690/368726
315	Living	685	685/426710	685/368726
316	Living	1180	1180/426710	1180/368726
317	Living	730	730/426710	730/368726

Exhibit B- 1

Unit	Type	Square Footage	Undivided Interest	Voting Rights
319	Living	1497	1497/426710	1497/368726
401	Living	1331	1331/426710	1331/368726
402	Living	1404	1404/426710	1404/368726
403	Living	694	694/426710	694/368726
404	Living	698	698/426710	698/368726
405	Living	719	719/426710	719/368726
406	Living	722	722/426710	722/368726
407	Living	721	721/426710	721/368726
408	Living	717	717/426710	717/368726
409	Living	851	851/426710	851/368726
410	Living	719	719/426710	719/368726
411	Living	886	886/426710	886/368726
412	Living	729	729/426710	729/368726
413	Living	704	704/426710	704/368726
414	Living	690	690/426710	690/368726
415	Living	685	685/426710	685/368726
416	Living	1180	1180/426710	1180/368726
417	Living	730	730/426710	730/368726
419	Living	1497	1497/426710	1497/368726
501	Living	1331	1331/426710	1331/368726
502	Living	1404	1404/426710	1404/368726
503	Living	694	694/426710	694/368726
504	Living	698	698/426710	698/368726
505	Living	719	719/426710	719/368726
506	Living	722	722/426710	722/368726
507	Living	721	721/426710	721/368726
508	Living	717	717/426710	717/368726
509	Living	851	851/426710	851/368726
510	Living	719	719/426710	719/368726
511	Living	886	886/426710	886/368726
512	Living	729	729/426710	729/368726
513	Living	704	704/426710	704/368726
514	Living	690	690/426710	690/368726
515	Living	685	685/426710	685/368726
516	Living	1181	1181/426710	1181/368726
517	Living	730	730/426710	730/368726
519	Living	1497	1497/426710	1497/368726
601	Living	1331	1331/426710	1331/368726
602	Living	1404	1404/426710	1404/368726
603	Living	694	694/426710	694/368726
604	Living	698	698/426710	698/368726
605	Living	719	719/426710	719/368726
606	Living	722	722/426710	722/368726
607	Living	721	721/426710	721/368726
608	Living	718	718/426710	718/368726
609	Living	851	851/426710	851/368726
610	Living	719	719/426710	719/368726

Exhibit B-2

Unit	Type	Square Footage	Undivided Interest	Voting Rights
611	Living	887	887/426710	887/368726
612	Living	730	730/426710	730/368726
613	Living	704	704/426710	704/368726
614	Living	691	691/426710	691/368726
615	Living	685	685/426710	685/368726
616	Living	1181	1181/426710	1181/368726
617	Living	730	730/426710	730/368726
619	Living	1497	1497/426710	1497/368726
701	Living	1331	1331/426710	1331/368726
702	Living	1405	1405/426710	1405/368726
703	Living	698	698/426710	698/368726
704	Living	698	698/426710	698/368726
705	Living	722	722/426710	722/368726
706	Living	722	722/426710	722/368726
707	Living	723	723/426710	723/368726
708	Living	718	718/426710	718/368726
709	Living	854	854/426710	854/368726
710	Living	719	719/426710	719/368726
711	Living	888	888/426710	888/368726
712	Living	730	730/426710	730/368726
713	Living	704	704/426710	704/368726
714	Living	691	691/426710	691/368726
715	Living	688	688/426710	688/368726
716	Living	1181	1181/426710	1181/368726
717	Living	734	734/426710	734/368726
719	Living	1497	1497/426710	1497/368726
801	Living	1331	1331/426710	1331/368726
802	Living	1405	1405/426710	1405/368726
803	Living	698	698/426710	698/368726
804	Living	698	698/426710	698/368726
805	Living	722	722/426710	722/368726
806	Living	722	722/426710	722/368726
807	Living	723	723/426710	723/368726
808	Living	718	718/426710	718/368726
809	Living	854	854/426710	854/368726
810	Living	719	719/426710	719/368726
811	Living	888	888/426710	888/368726
812	Living	730	730/426710	730/368726
813	Living	704	704/426710	704/368726
814	Living	691	691/426710	691/368726
815	Living	688	688/426710	688/368726
816	Living	1181	1181/426710	1181/368726
817	Living	734	734/426710	734/368726
819	Living	1497	1497/426710	1497/368726
901	Living	1331	1331/426710	1331/368726
902	Living	1405	1405/426710	1405/368726
903	Living	698	698/426710	698/368726

Exhibit B- 3

Unit	Type	Square Footage	Undivided Interest	Voting Rights
904	Living	698	698/426710	698/368726
905	Living	722	722/426710	722/368726
906	Living	722	722/426710	722/368726
907	Living	723	723/426710	723/368726
908	Living	718	718/426710	718/368726
909	Living	854	854/426710	854/368726
910	Living	719	719/426710	719/368726
911	Living	888	888/426710	888/368726
912	Living	730	730/426710	730/368726
913	Living	704	704/426710	704/368726
914	Living	691	691/426710	691/368726
915	Living	688	688/426710	688/368726
916	Living	1181	1181/426710	1181/368726
917	Living	734	734/426710	734/368726
919	Living	1497	1497/426710	1497/368726
1001	Living	1333	1333/426710	1333/368726
1002	Living	1407	1407/426710	1407/368726
1003	Living	698	698/426710	698/368726
1004	Living	698	698/426710	698/368726
1005	Living	722	722/426710	722/368726
1006	Living	723	723/426710	723/368726
1007	Living	723	723/426710	723/368726
1008	Living	718	718/426710	718/368726
1009	Living	854	854/426710	854/368726
1010	Living	720	720/426710	720/368726
1011	Living	888	888/426710	888/368726
1012	Living	730	730/426710	730/368726
1013	Living	705	705/426710	705/368726
1014	Living	691	691/426710	691/368726
1015	Living	688	688/426710	688/368726
1016	Living	1182	1182/426710	1182/368726
1017	Living	734	734/426710	734/368726
1019	Living	1499	1499/426710	1499/368726
1101	Living	1333	1333/426710	1333/368726
1102	Living	1407	1407/426710	1407/368726
1103	Living	698	698/426710	698/368726
1104	Living	698	698/426710	698/368726
1105	Living	722	722/426710	722/368726
1106	Living	723	723/426710	723/368726
1107	Living	723	723/426710	723/368726
1108	Living	718	718/426710	718/368726
1109	Living	854	854/426710	854/368726
1110	Living	720	720/426710	720/368726
1111	Living	888	888/426710	888/368726
1112	Living	730	730/426710	730/368726
1113	Living	705	705/426710	705/368726
1114	Living	691	691/426710	691/368726

Exhibit B- 4

Unit	Type	Square Footage	Undivided Interest	Voting Rights
1115	Living	688	688/426710	688/368726
1116	Living	1182	1182/426710	1182/368726
1117	Living	734	734/426710	734/368726
1119	Living	1499	1499/426710	1499/368726
1201	Living	1333	1333/426710	1333/368726
1202	Living	1407	1407/426710	1407/368726
1203	Living	701	701/426710	701/368726
1204	Living	698	698/426710	698/368726
1205	Living	726	726/426710	726/368726
1206	Living	723	723/426710	723/368726
1207	Living	725	725/426710	725/368726
1208	Living	718	718/426710	718/368726
1209	Living	857	857/426710	857/368726
1210	Living	720	720/426710	720/368726
1211	Living	889	889/426710	889/368726
1212	Living	730	730/426710	730/368726
1213	Living	705	705/426710	705/368726
1214	Living	691	691/426710	691/368726
1215	Living	692	692/426710	692/368726
1216	Living	1182	1182/426710	1182/368726
1217	Living	738	738/426710	738/368726
1219	Living	1499	1499/426710	1499/368726
1301	Living	1333	1333/426710	1333/368726
1302	Living	1407	1407/426710	1407/368726
1303	Living	701	701/426710	701/368726
1304	Living	698	698/426710	698/368726
1305	Living	726	726/426710	726/368726
1306	Living	723	723/426710	723/368726
1307	Living	725	725/426710	725/368726
1308	Living	718	718/426710	718/368726
1309	Living	857	857/426710	857/368726
1310	Living	720	720/426710	720/368726
1311	Living	889	889/426710	889/368726
1312	Living	730	730/426710	730/368726
1313	Living	705	705/426710	705/368726
1314	Living	691	691/426710	691/368726
1315	Living	692	692/426710	692/368726
1316	Living	1182	1182/426710	1182/368726
1317	Living	738	738/426710	738/368726
1319	Living	1499	1499/426710	1499/368726
1401	Living	1334	1334/426710	1334/368726
1402	Living	1408	1408/426710	1408/368726
1403	Living	701	701/426710	701/368726
1404	Living	698	698/426710	698/368726
1405	Living	726	726/426710	726/368726
1406	Living	723	723/426710	723/368726
1407	Living	725	725/426710	725/368726

Exhibit B- 5

Unit	Type	Square Footage	Undivided Interest	Voting Rights
1408	Living	718	718/426710	718/368726
1409	Living	857	857/426710	857/368726
1410	Living	720	720/426710	720/368726
1411	Living	889	889/426710	889/368726
1412	Living	730	730/426710	730/368726
1413	Living	705	705/426710	705/368726
1414	Living	692	692/426710	692/368726
1415	Living	692	692/426710	692/368726
1416	Living	1183	1183/426710	1183/368726
1417	Living	738	738/426710	738/368726
1419	Living	1500	1500/426710	1500/368726
1501	Living	1334	1334/426710	1334/368726
1502	Living	1408	1408/426710	1408/368726
1503	Living	701	701/426710	701/368726
1504	Living	698	698/426710	698/368726
1505	Living	726	726/426710	726/368726
1506	Living	723	723/426710	723/368726
1507	Living	725	725/426710	725/368726
1508	Living	718	718/426710	718/368726
1509	Living	857	857/426710	857/368726
1510	Living	720	720/426710	720/368726
1511	Living	889	889/426710	889/368726
1512	Living	730	730/426710	730/368726
1513	Living	705	705/426710	705/368726
1514	Living	692	692/426710	692/368726
1515	Living	692	692/426710	692/368726
1516	Living	1183	1183/426710	1183/368726
1517	Living	738	738/426710	738/368726
1519	Living	1500	1500/426710	1500/368726
1600	Living	1539	1539/426710	1539/368726
1601	Living	2102	2102/426710	2102/368726
1602	Living	1643	1643/426710	1643/368726
1603	Living	1462	1462/426710	1462/368726
1604	Living	1642	1642/426710	1642/368726
1605	Living	1684	1684/426710	1684/368726
1606	Living	1604	1604/426710	1604/368726
1607	Living	1518	1518/426710	1518/368726
1609	Living	2046	2046/426710	2046/368726
S1-01	Storage	27	27/426710	
S1-02	Storage	24	24/426710	
S1-03	Storage	22	22/426710	
S1-04	Storage	22	22/426710	
S1-05	Storage	22	22/426710	
S1-06	Storage	78	78/426710	
S1-07	Storage	78	78/426710	
S1-08	Storage	57	57/426710	
S1-09	Storage	21	21/426710	

Exhibit B- 6

Unit	Type	Square Footage	Undivided Interest	Voting Rights
S1-10	Storage	21	21/426710	
S1-11	Storage	21	21/426710	
S1-12	Storage	21	21/426710	
S1-13	Storage	21	21/426710	
S1-14	Storage	21	21/426710	
S1-15	Storage	21	21/426710	
S1-16	Storage	21	21/426710	
S1-17	Storage	21	21/426710	
S1-18	Storage	21	21/426710	
S1-19	Storage	21	21/426710	
S1-20	Storage	21	21/426710	
S1-21	Storage	21	21/426710	
S1-22	Storage	21	21/426710	
S1-23	Storage	21	21/426710	
S1-24	Storage	21	21/426710	
S1-25	Storage	21	21/426710	
S1-26	Storage	21	21/426710	
S1-27	Storage	30	30/426710	
S1-28	Storage	30	30/426710	
S1-29	Storage	50	50/426710	
S1-30	Storage	132	132/426710	
S2-01	Storage	23	23/426710	
S2-02	Storage	20	20/426710	
S2-03	Storage	20	20/426710	
S2-04	Storage	20	20/426710	
S2-05	Storage	20	20/426710	
S2-06	Storage	20	20/426710	
S2-07	Storage	20	20/426710	
S2-08	Storage	39	39/426710	
S2-09	Storage	25	25/426710	
S2-10	Storage	20	20/426710	
S2-11	Storage	27	27/426710	
S2-12	Storage	30	30/426710	
S2-13	Storage	39	39/426710	
S2-14	Storage	32	32/426710	
S2-15	Storage	38	38/426710	
S2-16	Storage	23	23/426710	
S2-17	Storage	23	23/426710	
S2-18	Storage	26	26/426710	
S2-19	Storage	21	21/426710	
S2-20	Storage	21	21/426710	
S2-21	Storage	21	21/426710	
S2-22	Storage	21	21/426710	
S2-23	Storage	36	36/426710	
S2-24	Storage	20	20/426710	
S2-25	Storage	20	20/426710	
S2-26	Storage	20	20/426710	

Exhibit B- 7

Unit	Type	Square Footage	Undivided Interest	Voting Rights
S2-27	Storage	20	20/426710	
S2-28	Storage	20	20/426710	
S2-29	Storage	38	38/426710	
S2-30	Storage	20	20/426710	
S2-31	Storage	20	20/426710	
S2-32	Storage	20	20/426710	
S2-33	Storage	27	27/426710	
S2-34	Storage	20	20/426710	
S2-35	Storage	20	20/426710	
S2-36	Storage	20	20/426710	
S2-37	Storage	20	20/426710	
S2-38	Storage	35	35/426710	
S2-39	Storage	20	20/426710	
S2-40	Storage	20	20/426710	
S2-41	Storage	20	20/426710	
S2-42	Storage	20	20/426710	
S2-43	Storage	20	20/426710	
S2-44	Storage	20	20/426710	
S2-45	Storage	34	34/426710	
S2-46	Storage	20	20/426710	
S2-47	Storage	20	20/426710	
S2-48	Storage	20	20/426710	
S2-49	Storage	20	20/426710	
S2-50	Storage	20	20/426710	
S2-51	Storage	20	20/426710	
S2-52	Storage	34	34/426710	
S3-01	Storage	23	23/426710	
S3-02	Storage	20	20/426710	
S3-03	Storage	20	20/426710	
S3-04	Storage	20	20/426710	
S3-05	Storage	20	20/426710	
S3-06	Storage	20	20/426710	
S3-07	Storage	20	20/426710	
S3-08	Storage	39	39/426710	
S3-09	Storage	25	25/426710	
S3-10	Storage	20	20/426710	
S3-11	Storage	31	31/426710	
S3-12	Storage	24	24/426710	
S3-13	Storage	24	24/426710	
S3-14	Storage	24	24/426710	
S3-15	Storage	22	22/426710	
S3-16	Storage	20	20/426710	
S3-17	Storage	20	20/426710	
S3-18	Storage	32	32/426710	
S3-19	Storage	22	22/426710	
S3-20	Storage	22	22/426710	
S3-21	Storage	23	23/426710	

Exhibit B- 8

Unit	Type	Square Footage	Undivided Interest	Voting Rights
S3-22	Storage	20	20/426710	
S3-23	Storage	20	20/426710	
S3-24	Storage	20	20/426710	
S3-25	Storage	45	45/426710	
S3-26	Storage	28	28/426710	
S3-27	Storage	36	36/426710	
S3-28	Storage	20	20/426710	
S3-29	Storage	20	20/426710	
S3-30	Storage	20	20/426710	
S3-31	Storage	20	20/426710	
S3-32	Storage	20	20/426710	
S3-33	Storage	38	38/426710	
S3-34	Storage	20	20/426710	
S3-35	Storage	20	20/426710	
S3-36	Storage	20	20/426710	
S3-37	Storage	27	27/426710	
S3-38	Storage	20	20/426710	
S3-39	Storage	20	20/426710	
S3-40	Storage	20	20/426710	
S3-41	Storage	20	20/426710	
S3-42	Storage	35	35/426710	
S3-43	Storage	20	20/426710	
S3-44	Storage	20	20/426710	
S3-45	Storage	20	20/426710	
S3-46	Storage	20	20/426710	
S3-47	Storage	20	20/426710	
S3-48	Storage	20	20/426710	
S3-49	Storage	34	34/426710	
S3-50	Storage	20	20/426710	
S3-51	Storage	20	20/426710	
S3-52	Storage	20	20/426710	
S3-53	Storage	20	20/426710	
S3-54	Storage	20	20/426710	
S3-55	Storage	20	20/426710	
S3-56	Storage	34	34/426710	
S3-57	Storage	20	20/426710	
S3-58	Storage	27	27/426710	
S3-59	Storage	21	21/426710	
S3-60	Storage	30	30/426710	
SC2-01	Storage	20	20/426710	
SC4-01	Storage	20	20/426710	
SC5-01	Storage	20	20/426710	
SC7-01	Storage	20	20/426710	
SC8-01	Storage	20	20/426710	
SC9-01	Storage	20	20/426710	
SC10-01	Storage	20	20/426710	
SC11-01	Storage	20	20/426710	

Exhibit B-9

Unit	Type	Square Footage	Undivided Interest	Voting Rights
SC13-01	Storage	20	20/426710	
SC14-01	Storage	20	20/426710	
P1-01	Parking	144	144/426710	
P1-02	Parking	144	144/426710	
P1-03	Parking	136	136/426710	
P1-04	Parking	136	136/426710	
P1-05	Parking	136	136/426710	
P1-06	Parking	136	136/426710	
P1-07	Parking	136	136/426710	
P1-08	Parking	136	136/426710	
P1-09	Parking	136	136/426710	
P1-10	Parking	136	136/426710	
P1-11	Parking	136	136/426710	
P1-12	Parking	136	136/426710	
P1-13	Parking	136	136/426710	
P1-14	Parking	136	136/426710	
P1-15	Parking	136	136/426710	
P1-16	Parking	136	136/426710	
P1-17	Parking	136	136/426710	
P1-18	Parking	136	136/426710	
P1-19	Parking	136	136/426710	
P1-20	Parking	136	136/426710	
P1-21	Parking	136	136/426710	
P1-22	Parking	136	136/426710	
P1-23	Parking	136	136/426710	
P1-24	Parking	136	136/426710	
P1-25	Parking	136	136/426710	
P1-26	Parking	136	136/426710	
P1-27	Parking	136	136/426710	
P1-28	Parking	136	136/426710	
P1-29	Parking	136	136/426710	
P1-30	Parking	136	136/426710	
P1-31	Parking	136	136/426710	
P1-32	Parking	136	136/426710	
P1-33	Parking	136	136/426710	
P1-34	Parking	136	136/426710	
P1-35	Parking	136	136/426710	
P1-36	Parking	136	136/426710	
P1-37	Parking	136	136/426710	
P1-38	Parking	136	136/426710	
P1-39	Parking	136	136/426710	
P1-40	Parking	136	136/426710	
P1-41	Parking	136	136/426710	
P1-42	Parking	136	136/426710	
P1-43	Parking	136	136/426710	
P1-44	Parking	136	136/426710	
P1-45	Parking	136	136/426710	

Exhibit B- 10

Unit	Type	Square Footage	Undivided Interest	Voting Rights
P1-46	Parking	136	136/426710	
P1-47	Parking	136	136/426710	
P1-48	Parking	136	136/426710	
P1-49	Parking	136	136/426710	
P1-50	Parking	136	136/426710	
P1-51	Parking	136	136/426710	
P1-52	Parking	136	136/426710	
P1-53	Parking	136	136/426710	
P1-54	Parking	136	136/426710	
P1-55	Parking	136	136/426710	
P1-56	Parking	136	136/426710	
P1-57	Parking	136	136/426710	
P1-58	Parking	136	136/426710	
P1-59	Parking	136	136/426710	
P1-60	Parking	136	136/426710	
P1-61	Parking	136	136/426710	
P1-62	Parking	136	136/426710	
P1-63	Parking	136	136/426710	
P1-64	Parking	136	136/426710	
P1-65	Parking	136	136/426710	
P1-66	Parking	149	149/426710	
P1-67	Parking	144	144/426710	
P1-68	Parking	144	144/426710	
P1-69	Parking	136	136/426710	
P1-70	Parking	136	136/426710	
P1-71	Parking	136	136/426710	
P1-72	Parking	136	136/426710	
P1-73	Parking	136	136/426710	
P1-74	Parking	136	136/426710	
P1-75	Parking	136	136/426710	
P1-76	Parking	131	131/426710	
P1-77	Parking	136	136/426710	
P1-78	Parking	136	136/426710	
P1-79	Parking	136	136/426710	
P1-80	Parking	136	136/426710	
P1-81	Parking	136	136/426710	
P1-82	Parking	136	136/426710	
P1-83	Parking	136	136/426710	
P1-84	Parking	136	136/426710	
P1-85	Parking	136	136/426710	
P2-01	Parking	136	136/426710	
P2-02	Parking	136	136/426710	
P2-03	Parking	136	136/426710	
P2-04	Parking	136	136/426710	
P2-05	Parking	136	136/426710	
P2-06	Parking	136	136/426710	
P2-07	Parking	136	136/426710	

Exhibit B- 11

Unit	Type	Square Footage	Undivided Interest	Voting Rights
P2-08	Parking	136	136/426710	
P2-09	Parking	136	136/426710	
P2-10	Parking	136	136/426710	
P2-11	Parking	136	136/426710	
P2-12	Parking	136	136/426710	
P2-13	Parking	136	136/426710	
P2-14	Parking	136	136/426710	
P2-15	Parking	136	136/426710	
P2-16	Parking	136	136/426710	
P2-17	Parking	136	136/426710	
P2-18	Parking	136	136/426710	
P2-19	Parking	136	136/426710	
P2-20	Parking	136	136/426710	
P2-21	Parking	136	136/426710	
P2-22	Parking	136	136/426710	
P2-23	Parking	136	136/426710	
P2-24	Parking	136	136/426710	
P2-25	Parking	136	136/426710	
P2-26	Parking	136	136/426710	
P2-27	Parking	136	136/426710	
P2-28	Parking	136	136/426710	
P2-29	Parking	136	136/426710	
P2-30	Parking	136	136/426710	
P2-31	Parking	136	136/426710	
P2-32	Parking	136	136/426710	
P2-33	Parking	136	136/426710	
P2-34	Parking	136	136/426710	
P2-35	Parking	136	136/426710	
P2-36	Parking	136	136/426710	
P2-37	Parking	136	136/426710	
P2-38	Parking	136	136/426710	
P2-39	Parking	136	136/426710	
P2-40	Parking	136	136/426710	
P2-41	Parking	136	136/426710	
P2-42	Parking	136	136/426710	
P2-43	Parking	136	136/426710	
P2-44	Parking	136	136/426710	
P2-45	Parking	136	136/426710	
P2-46	Parking	136	136/426710	
P2-47	Parking	136	136/426710	
P2-48	Parking	136	136/426710	
P2-49	Parking	136	136/426710	
P2-50	Parking	136	136/426710	
P2-51	Parking	136	136/426710	
P2-52	Parking	136	136/426710	
P2-53	Parking	130	130/426710	
P2-54	Parking	136	136/426710	

Exhibit B- 12

Unit	Type	Square Footage	Undivided Interest	Voting Rights
P2-55	Parking	136	136/426710	
P2-56	Parking	136	136/426710	
P2-57	Parking	136	136/426710	
P2-58	Parking	136	136/426710	
P2-59	Parking	136	136/426710	
P2-60	Parking	136	136/426710	
P2-61	Parking	136	136/426710	
P2-62	Parking	136	136/426710	
P2-63 A	Parking	136	136/426710	
P2-63 B	Parking	136	136/426710	
P2-64 A	Parking	136	136/426710	
P2-64 B	Parking	136	136/426710	
P2-65 A	Parking	136	136/426710	
P2-65 B	Parking	136	136/426710	
P2-66 A	Parking	136	136/426710	
P2-66 B	Parking	136	136/426710	
P2-67 A	Parking	136	136/426710	
P2-67 B	Parking	136	136/426710	
P2-68 A	Parking	136	136/426710	
P2-68 B	Parking	136	136/426710	
P2-69 A	Parking	136	136/426710	
P2-69 B	Parking	136	136/426710	
P2-70 A	Parking	136	136/426710	
P2-70 B	Parking	136	136/426710	
P2-71 A	Parking	162	162/426710	
P2-71 B	Parking	162	162/426710	
P2-72 A	Parking	136	136/426710	
P2-72 B	Parking	136	136/426710	
P2-73 A	Parking	136	136/426710	
P2-73 B	Parking	136	136/426710	
P2-74	Parking	153	153/426710	
P2-75	Parking	136	136/426710	
P2-76	Parking	136	136/426710	
P2-77	Parking	136	136/426710	
P2-78	Parking	136	136/426710	
P2-79	Parking	136	136/426710	
P2-80	Parking	136	136/426710	
P2-81	Parking	136	136/426710	
P2-82	Parking	136	136/426710	
P2-83	Parking	136	136/426710	
P2-84	Parking	136	136/426710	
P2-85	Parking	136	136/426710	
P2-86	Parking	136	136/426710	
P2-87	Parking	136	136/426710	
P2-88	Parking	136	136/426710	
P2-89	Parking	136	136/426710	
P2-90	Parking	136	136/426710	

Exhibit B- 13

Unit	Type	Square Footage	Undivided Interest	Voting Rights
P2-91	Parking	136	136/426710	
P2-92	Parking	136	136/426710	
P2-93	Parking	136	136/426710	
P2-94	Parking	136	136/426710	
P2-95	Parking	136	136/426710	
P2-96	Parking	136	136/426710	
P2-97	Parking	136	136/426710	
P2-98	Parking	136	136/426710	
P2-99	Parking	134	134/426710	
P2-100	Parking	136	136/426710	
P2-101	Parking	136	136/426710	
P2-102	Parking	136	136/426710	
P2-103	Parking	136	136/426710	
P2-104	Parking	144	144/426710	
P2-105	Parking	144	144/426710	
P2-106	Parking	136	136/426710	
P2-107	Parking	136	136/426710	
P2-108	Parking	136	136/426710	
P2-109	Parking	136	136/426710	
P2-110	Parking	136	136/426710	
P2-111	Parking	136	136/426710	
P2-112	Parking	136	136/426710	
P2-113	Parking	136	136/426710	
P2-114	Parking	136	136/426710	
P2-115	Parking	136	136/426710	
P2-116	Parking	136	136/426710	
P2-117	Parking	136	136/426710	
P2-118	Parking	136	136/426710	
P2-119	Parking	136	136/426710	
P2-120	Parking	136	136/426710	
P2-121	Parking	136	136/426710	
P2-122	Parking	136	136/426710	
P2-123	Parking	136	136/426710	
P2-124	Parking	136	136/426710	
P2-125	Parking	136	136/426710	
P2-126	Parking	136	136/426710	
P2-127	Parking	136	136/426710	
P2-128	Parking	136	136/426710	
P2-129	Parking	136	136/426710	
P2-130	Parking	136	136/426710	
P2-131	Parking	136	136/426710	
P2-132	Parking	136	136/426710	
P3-01	Parking	136	136/426710	
P3-02	Parking	136	136/426710	
P3-03	Parking	136	136/426710	
P3-04	Parking	136	136/426710	
P3-05	Parking	136	136/426710	

Exhibit B- 14

Unit	Type	Square Footage	Undivided Interest	Voting Rights
P3-06	Parking	136	136/426710	
P3-07	Parking	136	136/426710	
P3-08	Parking	136	136/426710	
P3-09	Parking	136	136/426710	
P3-10	Parking	136	136/426710	
P3-11	Parking	136	136/426710	
P3-12	Parking	136	136/426710	
P3-13	Parking	136	136/426710	
P3-14	Parking	136	136/426710	
P3-15	Parking	136	136/426710	
P3-16	Parking	136	136/426710	
P3-17	Parking	136	136/426710	
P3-18	Parking	136	136/426710	
P3-19	Parking	136	136/426710	
P3-20	Parking	136	136/426710	
P3-21	Parking	136	136/426710	
P3-22	Parking	136	136/426710	
P3-23	Parking	136	136/426710	
P3-24	Parking	136	136/426710	
P3-25	Parking	136	136/426710	
P3-26	Parking	136	136/426710	
P3-27	Parking	136	136/426710	
P3-28	Parking	136	136/426710	
P3-29	Parking	136	136/426710	
P3-30	Parking	136	136/426710	
P3-31	Parking	136	136/426710	
P3-32	Parking	136	136/426710	
P3-33	Parking	136	136/426710	
P3-34	Parking	136	136/426710	
P3-35	Parking	136	136/426710	
P3-36	Parking	136	136/426710	
P3-37	Parking	136	136/426710	
P3-38	Parking	136	136/426710	
P3-39	Parking	136	136/426710	
P3-40	Parking	136	136/426710	
P3-41	Parking	136	136/426710	
P3-42	Parking	136	136/426710	
P3-43	Parking	136	136/426710	
P3-44	Parking	136	136/426710	
P3-45	Parking	136	136/426710	
P3-46	Parking	136	136/426710	
P3-47	Parking	136	136/426710	
P3-48	Parking	136	136/426710	
P3-49	Parking	136	136/426710	
P3-50	Parking	136	136/426710	
P3-51	Parking	136	136/426710	
P3-52	Parking	136	136/426710	

Exhibit B- 15

Unit	Type	Square Footage	Undivided Interest	Voting Rights
P3-53	Parking	131	131/426710	
P3-54	Parking	136	136/426710	
P3-55	Parking	136	136/426710	
P3-56	Parking	136	136/426710	
P3-57	Parking	136	136/426710	
P3-58	Parking	136	136/426710	
P3-59	Parking	136	136/426710	
P3-60	Parking	136	136/426710	
P3-61	Parking	136	136/426710	
P3-62	Parking	136	136/426710	
P3-63 A	Parking	136	136/426710	
P3-63 B	Parking	136	136/426710	
P3-64 A	Parking	136	136/426710	
P3-64 B	Parking	136	136/426710	
P3-65 A	Parking	136	136/426710	
P3-65 B	Parking	136	136/426710	
P3-66 A	Parking	136	136/426710	
P3-66 B	Parking	136	136/426710	
P3-67 A	Parking	136	136/426710	
P3-67 B	Parking	136	136/426710	
P3-68 A	Parking	136	136/426710	
P3-68 B	Parking	136	136/426710	
P3-69 A	Parking	136	136/426710	
P3-69 B	Parking	136	136/426710	
P3-70 A	Parking	136	136/426710	
P3-70 B	Parking	136	136/426710	
P3-71 A	Parking	162	162/426710	
P3-71 B	Parking	162	162/426710	
P3-72 A	Parking	136	136/426710	
P3-72 B	Parking	136	136/426710	
P3-73 A	Parking	136	136/426710	
P3-73 B	Parking	136	136/426710	
P3-74	Parking	153	153/426710	
P3-75	Parking	136	136/426710	
P3-76	Parking	136	136/426710	
P3-77	Parking	136	136/426710	
P3-78	Parking	136	136/426710	
P3-79	Parking	136	136/426710	
P3-80	Parking	136	136/426710	
P3-81	Parking	136	136/426710	
P3-82	Parking	136	136/426710	
P3-83	Parking	136	136/426710	
P3-84	Parking	136	136/426710	
P3-85	Parking	136	136/426710	
P3-86	Parking	136	136/426710	
P3-87	Parking	136	136/426710	
P3-88	Parking	136	136/426710	

Exhibit B- 16

Unit	Type	Square Footage	Undivided Interest	Voting Rights
P3-89	Parking	136	136/426710	
P3-90	Parking	136	136/426710	
P3-91	Parking	136	136/426710	
P3-92	Parking	136	136/426710	
P3-93	Parking	136	136/426710	
P3-94	Parking	136	136/426710	
P3-95	Parking	136	136/426710	
P3-96	Parking	136	136/426710	
P3-97	Parking	136	136/426710	
P3-98	Parking	136	136/426710	
P3-99	Parking	134	134/426710	
P3-100	Parking	136	136/426710	
P3-101	Parking	136	136/426710	
P3-102	Parking	136	136/426710	
P3-103	Parking	136	136/426710	
P3-104	Parking	144	144/426710	
P3-105	Parking	144	144/426710	
P3-106	Parking	136	136/426710	
P3-107	Parking	144	144/426710	
P3-108	Parking	136	136/426710	
P3-109	Parking	136	136/426710	
P3-110	Parking	136	136/426710	
P3-111	Parking	136	136/426710	
P3-112	Parking	136	136/426710	
P3-113	Parking	136	136/426710	
P3-114	Parking	136	136/426710	
P3-115	Parking	136	136/426710	
P3-116	Parking	136	136/426710	
P3-117	Parking	136	136/426710	
P3-118	Parking	136	136/426710	
P3-119	Parking	136	136/426710	
P3-120	Parking	136	136/426710	
P3-121	Parking	136	136/426710	
P3-122	Parking	136	136/426710	
P3-123	Parking	136	136/426710	
P3-124	Parking	136	136/426710	
P3-125	Parking	136	136/426710	
P3-126	Parking	136	136/426710	
P3-127	Parking	136	136/426710	
P3-128	Parking	136	136/426710	
P3-129	Parking	136	136/426710	
P3-130	Parking	136	136/426710	
P3-131	Parking	136	136/426710	
P4-01	Parking	136	136/426710	
P4-02	Parking	136	136/426710	
P4-03	Parking	136	136/426710	
P4-04	Parking	136	136/426710	

Exhibit B- 17

Unit	Type	Square Footage	Undivided Interest	Voting Rights
P4-05	Parking	136	136/426710	
P4-06	Parking	136	136/426710	
P4-07	Parking	136	136/426710	
P4-08	Parking	136	136/426710	
P4-09	Parking	136	136/426710	
P4-10	Parking	136	136/426710	
P4-11	Parking	136	136/426710	
P4-12	Parking	136	136/426710	
P4-13	Parking	136	136/426710	
P4-14	Parking	136	136/426710	
P4-15	Parking	136	136/426710	
P4-16	Parking	136	136/426710	
P4-17	Parking	136	136/426710	
P4-18	Parking	136	136/426710	
P4-19	Parking	136	136/426710	
P4-20	Parking	136	136/426710	
P4-21	Parking	136	136/426710	
P4-22	Parking	136	136/426710	
P4-23	Parking	136	136/426710	
P4-24	Parking	136	136/426710	
P4-25	Parking	136	136/426710	
P4-26	Parking	136	136/426710	
P4-27	Parking	136	136/426710	
	TOTAL	426710	426710/426710	

EXHIBIT C

BYLAWS

OF

ASSOCIATION OF UNIT OWNERS OF CIVIC CONDOMINIUM

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**BYLAWS OF
ASSOCIATION OF UNIT OWNERS OF CIVIC CONDOMINIUM**

Article 1

Plan of Condominium Ownership

1.1 Name and Location. These are the bylaws of the **ASSOCIATION OF UNIT OWNERS OF CIVIC CONDOMINIUM** (the “**Association**”). Civic Condominium (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 (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 Civic Housing, LLC, an Oregon limited liability company, 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 Organizational and Turnover Meeting. Within three years after the date of conveyance of the first Unit to a person other than the Declarant, or within ninety (90) days after Declarant has sold and conveyed seventy-five percent (75%) or more of the Units in the Condominium, whichever is earlier, the Declarant shall call the first meeting of the Unit owners to organize the Association and to elect 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 or by Apollo. 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 such officers upon receipt of a written request from Unit owners owning 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. Such notice shall be in writing and mailed not less than ten (10) days nor more than fifty (50) days prior to the date of the meeting to each Unit owner at his or her address as it appears on the books of the Association and to any Mortgagee requesting such notice. Proof of such mailing shall be given by the affidavit of the person giving the notice. For a period of ten (10) years following recording of the Declaration, notices of meetings shall also be given to Declarant 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 Unit owner of the Apartment Unit or a Commercial Unit or Residential Condominium Unit shall be entitled to Voting Rights in the affairs of the Association based upon the relative square footage of such Unit compared to all such Units combined. No Voting Rights shall attach to Parking Units or Storage Units. The Declarant shall be entitled to vote as the Unit owner of any such Units retained by the Declarant, and the board of directors shall be entitled to vote on behalf of any such Unit which has been acquired by or on behalf of

the Association; provided, however, that the board of directors shall not be entitled to vote such Units in any election of directors.

2.7 Absentee Ballots and Proxies. A vote may be cast in person, by absentee ballot or by proxy. A proxy given by a Unit owner to any person who represents such owner at meetings of the Association shall be in writing and signed by such owner, and shall be filed with the secretary at any time prior to or at the start of the meeting. An owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting or to the board of directors if a vote is being conducted by written ballot in lieu of a meeting. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one year after its date unless the proxy specifies a shorter term. Every proxy shall automatically cease upon sale of the Unit by its owner. 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. Upon written request Apollo shall also be entitled to receive such notices. Any Mortgagee and Apollo 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, in person or by proxy, at any meeting of the Association with respect to any Unit owned or held in such capacity, whether or not the same shall have 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 such Unit in such capacity. Whenever any Unit is owned by two or more persons jointly, according to the records of the Association, the vote or proxy of such Unit may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of disagreement among the co-owners, the vote of such 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 twenty percent (20%) of the Voting Rights, present in person or by proxy, shall constitute a quorum. The subsequent joinder of a Unit owner in the action taken at a meeting by signing and concurring in the minutes 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. The quorum for the adjourned meeting shall be reduced to ten percent (10%) of the Voting Rights, present in person or by proxy.

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.

2.14 Ballot Meetings.

a. 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 if the Association delivers a written ballot to every member that is entitled to vote on the matter; provided, however, that a ballot meeting may not substitute for the organizational and turnover meeting described in Section 2.2 or, if a majority of the Units are the principal residences of the occupants, for the annual meetings of the Association. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

b. The board of directors shall provide owners with at least ten (10) days' notice before written ballots are mailed or otherwise delivered. If, at least three (3) days before written ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the owners petition the board of directors requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the owner and instructions for marking and returning the ballot. The notice shall state the general subject matter of the vote, the right of the owners to request secrecy procedures, the date after which

ballots may be distributed, the date and time by which any petition must be received by the board requesting secrecy procedures and the address where any petition must be received. Notwithstanding the applicable provisions of paragraph (c) of this Section, written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

c. If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of Unit owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected. If approval of a proposed action otherwise would require a meeting at which a specified percentage of Unit owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met. Except as otherwise provided in paragraph (b) of this Section, votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

d. All solicitations for votes by written ballot shall state the number of responses needed to meet any applicable quorum requirement and the total percentage of votes needed for approval. All such solicitations for votes shall specify the period during which the Association will accept written ballots for counting, which period shall end on the earliest of (i) the date on which the Association has received a sufficient number of approving ballots to pass the proposal, or (ii) the date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage, or (iii) a date certain on which all ballots must be returned to be counted. A written ballot may not be revoked.

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 three (3) interim directors or six (6) 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 and any duly appointed employees of any corporate owner, the members, managers, officers and any duly appointed employees of any limited liability company and the partners, officers and any duly appointed employees of any 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 three (3) directors, including one (1) Apartment Director 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 Units. 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 six (6) successors shall be elected. There shall be three categories of directors, Apartment Directors, Commercial Directors and Residential Condominium Directors. Commercial Directors shall be elected by the Commercial Unit owners, Apartment Directors shall be appointed by the Apartment Unit owner, and Residential Condominium Directors shall be elected by the Residential Condominium Unit owners, based upon the Voting Rights assigned to such Units. At the first organizational meeting, two (2) Apartment Directors shall be appointed by the Apartment Unit owner: one (1) to serve until the next annual meeting and one (1) to serve until the second annual meeting; one (1) Commercial Director shall be elected by the Commercial Unit owners to serve until the second annual meeting after his or her election, and three (3) Residential Condominium Directors shall be elected by the Residential Condominium Unit owners, one (1) to serve until the next annual meeting and two (2) to serve until the second annual meeting after his or her election. The directors receiving the greatest number of votes shall serve for the two-year terms. In the event of a tie, the terms shall be determined by lottery. 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. Directors shall hold office until their respective successors have been elected by the Unit owners. Election shall be by plurality.

3.5 Vacancies. Vacancies in the Apartment Directors shall be filled by the Apartment Unit owner. Vacancies in Commercial Directors shall be filled by the Commercial Unit owners. Vacancies in Residential Condominium Directors caused by any reason other than the removal of a director by a vote of the Residential Condominium Unit owners shall be filled by vote of the remaining Residential Condominium Directors. Each person so elected shall be a director 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, provided that at all times at least one (1) Apartment Director is serving as an interim director.

3.6 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Residential Condominium Directors, other than interim directors, may be removed with or without cause by a majority vote of the Residential Condominium Unit owners present in person or by proxy, and a successor shall be elected at that meeting to fill the

vacancy thus created. The notice of any such meeting shall state that such removal is to be considered, and any director whose removal has been proposed shall be given an opportunity to be heard at that meeting. In like manner, Commercial Directors may be removed by a majority vote of the Commercial Unit owners, who shall elect a replacement. Apartment Directors may be removed by the Apartment Unit owner, who shall appoint a replacement.

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. 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, except those common elements to be maintained by the owners as provided in the Declaration or these Bylaws.

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 reviewing the insurance coverage of the Association. The coverages and amounts of insurance shall be subject to the prior written approval of the owner of the Apartment Unit.

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. 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 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.

q. Establish, periodically update, and implement a Maintenance Manual that identifies those components of the common elements requiring periodic maintenance, including a maintenance manual defining how and when such maintenance should be performed and setting forth the estimated cost of such maintenance. The Maintenance Manual shall provide for not less than annual inspections of the property for evidence of water intrusion or other needed repairs by a knowledgeable independent party, and the board shall reasonably address any matters revealed by the inspection. For a period of ten (10) years following recording of the Declaration, provided that Declarant has provided to the Association a valid address for notices, Declarant shall be notified prior to the inspections, shall have a right for Declarant or its employees or contractors to be present during the inspections and have a right to receive a copy of the inspection reports. The operating and reserve budgets of the Association shall take into account the costs of complying with the Maintenance Manual. Changes or updates to the Maintenance Manual should be based upon the advice of competent experts or consultants.

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 Rights 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 and 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 certified mail at least seven (7) days prior to the day named for such meeting, and shall state the time, place and purpose of such meeting. For a period of ten (10) years following recording of the Declaration, notices of meetings shall also be given to Declarant in the same manner as given to 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 then serving 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 Compensation. No director shall receive any compensation from the Association for acting as such.

3.16 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.

3.17 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.

3.18 Determination of Board of Directors. All determinations of the permanent board of directors which affect only the Residential Condominium Units and their limited common elements, and not in any way adversely affecting directly or indirectly the Apartment Unit or the Commercial Units, and their limited common elements, shall be made by the Residential Condominium Directors present at a meeting. All determinations made by the permanent board of directors which affect only the Commercial Units, and not in any way adversely affecting directly or indirectly the Apartment Unit or Residential Condominium Units and their limited common elements shall be made by the Commercial Director, except that any changes to the commercial sign guidelines and any modifications of the exterior of Commercial Units shall require approval of the board of directors. All determinations made by the permanent board of directors which affect only the Apartment Unit and its limited common elements and not in any way adversely affecting directly or indirectly the Commercial Units or the Residential Condominium Units, and their limited common elements, shall be made by the Apartment Directors. All other decisions shall be made by a majority of all directors present at a meeting at which a quorum is present. For the purposes of this section, any decision by the board of directors which will materially affect or which may be reasonably expected to materially affect the operation of the Commercial Units or the business of the tenants or occupants of the Commercial Units, the leasing of any space within the Commercial Units, the general appearance, quality or character of the Commercial Units, or which may require the consent or approval of the holder of any Mortgage (fee or leasehold) on any Commercial Unit, shall be deemed to be a decision adversely affecting the Commercial Units. For the purposes of this section, any decision by the board of directors which will have a material adverse effect or which may be reasonably expected to have a material adverse effect on the operation of the Apartment Unit or the business of the tenants or occupants of the Apartment Unit, the leasing of any space within the Apartment Unit, the general appearance, quality or character of the Apartment Unit, or which may require the consent or approval of the holder of any Mortgage (fee or leasehold) on the Apartment Unit, shall be deemed to be a decision adversely affecting the Apartment Unit. Any dispute as to whether a matter should be determined by the Apartment Directors, the Residential Condominium Directors, the Commercial Director or the board of directors as a whole shall be determined by mediation or arbitration as provided in Article 10.

3.19 Deadlock Resolution. If the board of directors is deadlocked on any matter properly before the board in accordance with these Bylaws, and the matter cannot be settled through direct discussions, then any director may request that the matter be determined by an arbitrator who is a professional community association manager, who shall use his or her best business judgment. If the board of directors can not agree on the selection of the arbitrator, then the arbitrator shall be appointed by the presiding judge of the Multnomah County Circuit Court. The fees of the arbitrator shall be a common expense of the Association.

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 elect 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 Manual adopted pursuant to Section 3.7q above. Within thirty (30) days after adopting the annual budget, the board of directors shall provide a summary of the budget to all owners and to each Eligible Mortgage Holder who has given written notice to the Association requesting copies of the budget summaries, and to Apollo if Apollo has made such a request. 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. As provided in the Declaration, 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 pursuant to Section 5.5 herein.
- 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. If the board of directors determines that a particular Unit's use of such services is greater than the average of other Unit owners, the board may assess to such owner the cost attributable to such extra use.

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 monthly, 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 Residential Condominium Unit and thereafter on any subsequent sale of such 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 the Residential Condominium Units' share of extraordinary items of maintenance, repair or replacement or capital additions, or may deposit all or a portion of such funds into the reserve account for items payable by such Units.

c. **Commencement of regular operating expense assessments.** Regular monthly assessments for common operating expenses shall commence upon closing of the first sale of a Unit in the Condominium.

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. 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.

5.4 Special or Extraordinary Assessments.

a. **Special Assessments for Capital Improvements.** Subject to the provisions of Sections 3.7(a) and (k), 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.

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 shall conduct a reserve study as described in paragraph (c) of this Section and establish a reserve account for replacement of those common elements all or a part of which will normally require replacement in more than three (3) and less than thirty (30) years, for significant future maintenance items as required by the Maintenance Manual established pursuant to Section 3.7q and for exterior painting if the common elements include exterior painted surfaces. The reserve account need not include those items that could reasonably be funded from operating assessments or for limited common elements for which maintenance and replacement are the responsibility of one or more Unit owners under the provisions of the Declaration or these Bylaws.

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 5.3b. The reserve account shall be established in the name of the Association.

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 include:

- (i) Identification of all items for which reserves are to be established;
- (ii) The estimated remaining useful life of each item as of the date of the reserve study;
- (iii) An estimated cost of maintenance, repair or replacement of each item at the end of its useful life;
- (iv) An update of the Maintenance Manual based upon the advice of competent experts or consultants; and
- (v) A thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.

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 Rights.

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 Apollo (as to the Apartment Unit), the holder of any 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 annually 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 and to Apollo as to the Apartment Unit, if requested. 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 and its undivided interest in the common elements 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 a separate bank account, located in the State of Oregon, in the name of the Association. 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 and,

upon request, to Apollo 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 Mortgage and Apollo 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. Upon the sale, Mortgage, rental or lease of any Residential Condominium Unit or Commercial Unit, such Unit owner shall promptly inform the secretary or manager of the name and address of the vendee, Mortgagee, lessee, or tenant. On the sale or Mortgage of the Apartment Unit, such Unit owner shall promptly inform the secretary or manager of the name and address of the purchaser or Mortgagee.

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 Apollo, Unit owners, lenders and holders, insurers, or guarantors of any 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 7.3 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 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. Canopies adjacent to Commercial Units shall be maintained by the Commercial Unit owner in a safe, neat, clean and sanitary condition.

c. **Repairs.** For a period of ten (10) years following recording of the Declaration, in the event any repairs are needed to the Condominium, the contractor or subcontractor who originally performed the work, or such other licensed contractor as may have been approved in writing by Declarant, shall first be afforded a reasonable opportunity to make the repairs. Failure to provide such opportunity shall release Declarant and the original contractor or subcontractor from any liability relating to the defect or repair.

7.2 Additions, Alterations or Improvements.

a. A Residential Condominium 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.

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, except that the owner of a Commercial Unit may install exterior canopies, install or change Commercial Unit entry doors and make other alterations to the exterior of the unit, provided that such installations and changes meet City of Portland design review requirements, and a Commercial Unit owner may install grease interceptor units and ducts within the common elements to serve the Commercial Unit, and add structural support elements to the underside of the floor slab.

d. The owner of a Commercial Unit shall have access to building systems and common areas as necessary or convenient for the build-out and use of Commercial Units, including, without limitation, the right to run electrical, water, grease and condenser water supply and return lines through general and limited common elements and parking and storage units, provided such lines do not interfere with the use of such spaces for the purposes for which they were intended.

7.3 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 by the Association to the Unit owners and their Mortgagees, Apollo, 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 such repairing, reconstructing or rebuilding of his 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 proportion of damage to units (in the case of partial damage) and in the same proportions as common expenses are shared (in the case of total destruction), 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.

7.4 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 by the Association to each Unit owner, Apollo 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 7.4.

a. **Complete Taking.** If the entire Condominium property is taken, or if Unit owners holding ninety percent (90%) of the Voting Rights 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, Apollo 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.

7.5 Restrictions and Requirements Respecting Use of Condominium Property.

The following restrictions and requirements are in addition to all other restrictions and requirements contained in the Declaration and these Bylaws:

a. **Use of Units.** Units may only be used for those purposes authorized by Article 10 of the Declaration. For purposes of the Declaration, a restaurant includes any facility that serves prepared foods for consumption on the premises or for the take-out and consumption off premises. Residential Condominium Units and the Apartment Unit shall be used primarily for residential purposes. Nothing in this paragraph shall be construed so as to prevent or prohibit a Residential Condominium Unit owner or Apartment Unit occupant from maintaining his or her professional personal library, keeping his or her personal business or professional records or accounts, handling his or her personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in such owner's Unit.

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

c. **Offensive or unlawful activities.** No noxious or offensive activities shall be carried on in any Unit nor shall anything be done 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. So long as commercially reasonable efforts are made to design and maintain ventilation systems of restaurants so as to reduce food odors, and so long as the restaurant operators diligently use commercially reasonable procedures to minimize emission of such odors, the occasional emission of such odors in the normal course of restaurant operations shall not be deemed a violation of this provision. So long as commercially reasonable efforts are made in the operation of the restaurant or other commercial operations to reduce noise transmission to Residential Condominium Units and the Apartment Unit, noise resulting from the normal course of restaurant or other commercial operations shall not be deemed a violation of this provision. Occupants of Residential Condominium Units shall exercise extreme care not to make noises that may disturb other Unit occupants, including the use of musical instruments, radios, televisions and amplifiers. No unlawful use shall be made of the Condominium nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. 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 managing agent, 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, including service animals, 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 unless in connection with the business conducted within a Commercial Unit. 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; provided, however, that the owner of a Commercial Unit or its authorized tenant may install, maintain, repair and replace antennas, satellite receiver and transmission dishes and other communication devices on the roofs of the Condominium without board approval, provided such installation is in compliance with applicable law and with Eco-roof requirements, if applicable, and does not require any structural alterations, cause any structural damage or cause roof leaks. The owner installing or allowing its tenant to install any such device shall indemnify and hold harmless the Association and each other unit owner and unit lessee from any damage, loss or liability resulting from such installation and use.

f. **Windows, balconies 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, balconies and the outside walls of Residential Condominium Unit or Apartment Units 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, or balconies of such Units.

g. **Signs.** No signs may be attached to the outside of the building or displayed to public view, except signs pertaining to Commercial Units that are in compliance with sign guidelines adopted by Declarant as may be modified by the Commercial Director and in compliance with applicable governmental regulations, signs used by Declarant to advertise Units for sale or lease, or signs otherwise approved by the Association and in compliance with governmental regulations. Identification signs may be placed on the doors or adjacent walls of Residential Condominium Units only if authorized by regulations relating to size and appearance that may be adopted by the Association. The owner of the Apartment Unit may have a leasing sign not exceeding 15 square feet in size at the entrance to the Apartment Unit. In addition, parking garage entrance and directional signs are allowed at or within the parking garage.

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.** In the event any use shall lead to an increase in fire or other insurance premiums otherwise payable on the insurance obtained by the board of directors pursuant to Article 8 of these Bylaws, or insurance procured by an individual Unit owner, the party causing such increase shall be liable for payment of the same to the board of directors or individual Unit owner, as the case may be. The party so charged with increasing the premium cost shall have the right to contest the validity of such increase. A levy made against such Unit owner for such increase in premiums may be enforced by the board of directors by adding the same to the common charges allocable to such Unit owner.

j. **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.

k. **Washing Machines.** Each Residential Condominium 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.

l. **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. Any rules or regulations affecting the Commercial Units must be approved by the Commercial Director. Any rules or regulations affecting the Apartment Units must be approved by the Apartment Director.

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.

7.6 Leasing and Rental of Residential Units.

a. Any Owner who wishes to lease or rent his or her Residential Condominium 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:

- (i) all leases and rentals must be in writing;
- (ii) a 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;
- (iii) the lease or rental must be for the entire Unit and not merely parts of the Unit, unless the Owner remains in occupancy;
- (iv) all 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;
- (v) 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.

7.7 Failure to Follow Maintenance Manual.

a. **Association.** The Association shall perform all inspections and maintenance as recommended by the Maintenance Manual described in Section 3.7q 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, 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, directors, employees, agents, brokers and affiliates, for loss or damage to the extent the same results from such failure to follow the Maintenance Manual, 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 Residential Condominium Unit owner shall perform such inspections of and maintenance to the owner's Unit as may be recommended by the Owner's Maintenance Manual prepared 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, directors, employees, agents, brokers and affiliates, for loss or damage to the extent the same results from such failure to follow the Owner's Maintenance 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.

7.8 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 and 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.**

(i) 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.

(ii) 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.

(iii) 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 Residential Condominium Unit.

(iv) 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.**

(i) 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.

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

(iii) 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.

(iv) Such policy or policies shall name the Association and the unit owners as insured and must contain a standard additional insured provision naming the Mortgagees as additional insureds.

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

d. **Fidelity Insurance.**

(i) 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.

(ii) 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.

(iii) 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, the servicer on behalf of the Mortgagee of the Apartment Unit and each servicer on behalf of the Federal National Mortgage Association ("Fannie Mae").

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 Fannie Mae which falls into a "A-" 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 disposition of the proceeds thereof strictly in accordance with the requirements of the Bylaws and the Declaration, 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 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 Fannie Mae, the designee of Fannie Mae, 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 Fannie Mae 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 Mortgage which is listed as a scheduled holder of a Mortgage in the insurance policy. Evidence of insurance shall be issued to Apollo and 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 7.2.

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 Fannie Mae and GNMA 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 Fannie Mae 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 Fannie Mae or Government National Mortgage Association. Fannie Mae or Fannie Mae's servicer, its successors and assigns, shall be named as a Mortgagee in the Association's policies.

8.5 Freddie Mac Requirements. So long as the Federal National Mortgage Association (“Freddie Mac”) holds a Mortgage on the Apartment Unit, the Association shall carry such additional insurance coverages as may be required by Freddie Mac. To the extent Freddie Mac requires coverages that would otherwise not be carried by the Association, the additional costs of such coverages shall be assessed to the owner of the Apartment Unit. Such additional coverages shall include the following, so long as they are available at a reasonable cost:

a. The liability insurance coverage under Section 8.1b(ii) shall be not less than \$1,000,000 per occurrence and \$2,000,000 on an aggregate basis, subject to a maximum deductible of \$25,000 (or a higher deductible as may then be permitted by Freddie Mac).

b. The liability insurance under Section 8.1b shall include an umbrella or excess liability coverage which must apply per occurrence in the aggregate of \$5,000,000.

c. The Fidelity insurance coverage under Section 8.1d(ii) shall be in the aggregate amount of not less than 6 months aggregate assessments on all units.

d. The directors and liability insurance under Section 8.1e shall be subject to a maximum deductible of \$25,000 (or such higher deductible as may then be permitted by Freddie Mac).

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 so long as Declarant owns twenty-five percent (25%) or more of the Residential Condominium Units in the Condominium. Such consent shall not be required after three years from the date of conveyance of the first Residential Condominium Unit to a person other than 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, 3.16, 7.7, 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. Any amendment to these Bylaws that would materially and adversely affect the Commercial Units shall require the written consent of the owners of the Commercial Units, and any amendment that would materially and adversely affect the Apartment Unit shall require the written consent of the owner of the Apartment Unit.

9.3 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. Should any suit, action or arbitration be commenced in connection with any dispute related to or arising out of the Declaration or these Bylaws, to obtain a judicial construction of any provision of the Declaration or these Bylaws, to rescind the Declaration or these Bylaws or to enforce or collect any judgment or decree of any court or any award obtained during arbitration, the prevailing party shall be entitled to recover its costs and disbursements, together with such investigation, expert witness and attorneys' fees incurred in connection with such dispute, as the court or arbitrator may adjudge reasonable, at trial, in the arbitration, upon any motion for reconsideration, upon petition for review, and on any appeal of such suit, action or arbitration proceeding. 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, 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.

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 10th day of April, 2007.

CIVIC HOUSING, LLC, an Oregon limited liability company

By: Civic Holding, LLC, an Oregon limited liability company, Member

By: Civic Housing Development Services, LLC,
An Oregon limited liability company,
Operations Member

By:  _____
Kelly Saito, Manager