

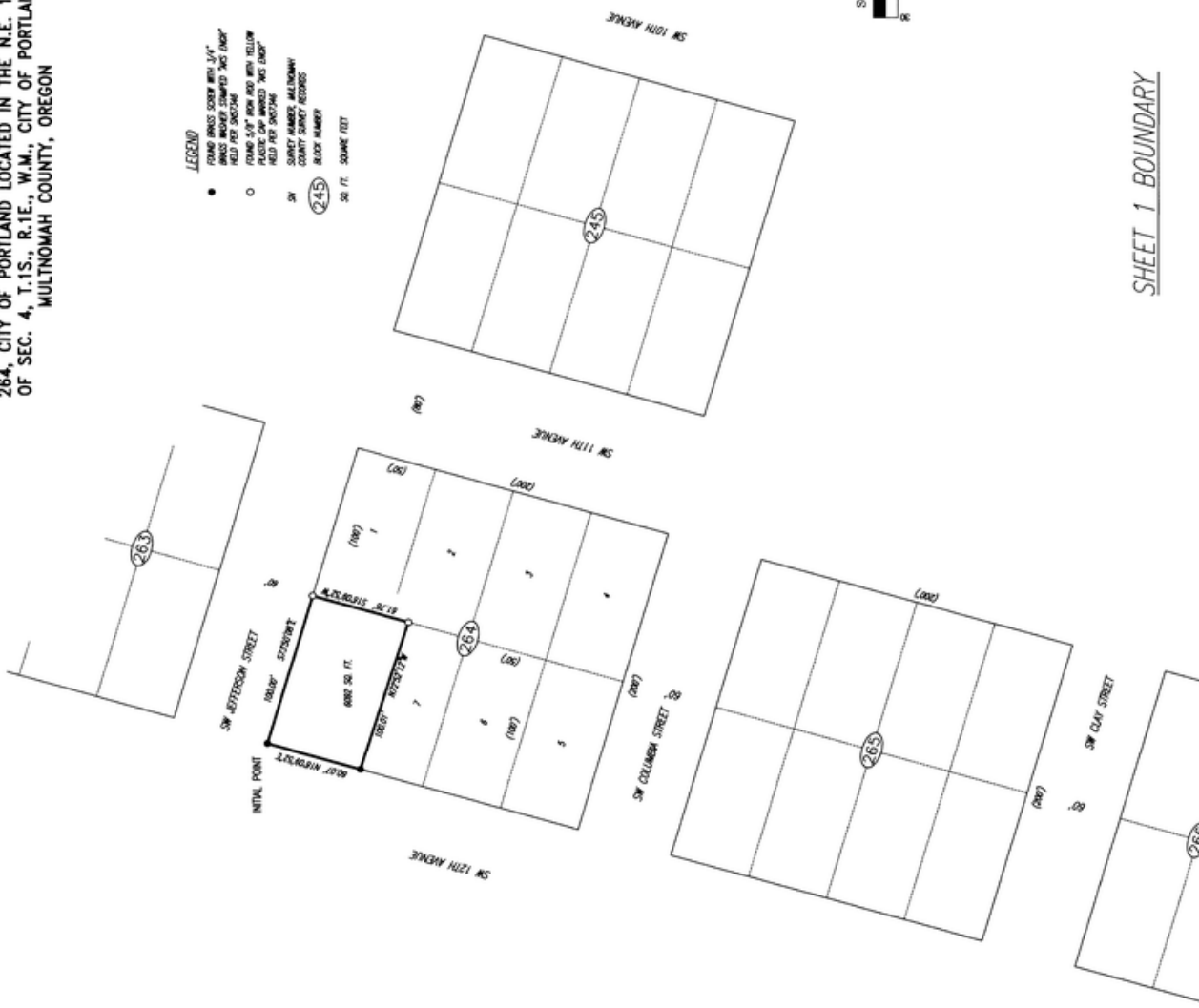
CORNERSTONE CONDOMINIUM
 REPLAT OF LOT 8 AND A PORTION OF LOT 7, BLOCK
 264, CITY OF PORTLAND LOCATED IN THE N.E. 1/4
 OF SEC. 4, T.15., R.1E., W.M., CITY OF PORTLAND,
 MULTNOMAH COUNTY, OREGON

PREPARED FOR
 INNOVATIVE HOUSING INC.
 1214 SW WASHINGTON ST.
 PORTLAND, OR 97205

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 Anthony C. Bentin
 ANTHONY C. BENTIN
 2655
 EXPIRES 12/31/01

ANTHONY C. BENTIN, PLS 2655
 1805 SW WASHINGTON ST.
 PORTLAND, OREGON 97205
 COPY OF THE ORIGINAL
 Anthony C. Bentin
 ANTHONY C. BENTIN

LEGEND
 ● FOUND BRASS CORNER WITH "LV"
 AND "1214" MARKED THIS CORNER
 ○ FOUND 1/4" DIA. BRASS CORNER WITH YELLOW
 PAINT OR MARKED THIS CORNER
 ○ FOUND 1/4" DIA. BRASS CORNER WITH
 FIELD AND SURVEY
 SW SURVEY NUMBER, MULTNOMAH
 COUNTY SURVEY RECORDS
 BLOCK NUMBER
 (245)
 OR FT. SOURCE FEET



IN APPROPRIATE
 THE PURPOSE OF THIS SURVEY WAS TO CREATE A CONDOMINIUM PLAN OF THE DESCRIBED REALTY
 AS SHOWN ON THE PROPERTY PREVIOUSLY SURVEYED AND RECORDED IN DOCUMENT NO.
 125388, DEED RECORDS OF MULTNOMAH COUNTY, FOR THE PURPOSE OF CREATING A CONDOMINIUM
 PLAN.

SHEET INDEX
 SHEET 1 BOUNDARY
 SHEET 2 GROUND FLOOR AND GROUND FLOOR ELEVATIONS
 SHEET 3 2nd - 6th FLOORS
 SHEET 4 ELEVATIONS AND 3-6th FLOOR DETAIL
 SHEET 5 DECLARATION, CERTIFICATE, AND APPROVALS

SHEET 1 BOUNDARY

ENGINEERING • PLANNING • SURVEYING • FORESTRY

AKS
 ENGINEERING & FORESTRY

18861 SW 84TH AVENUE
 TUALATIN, OR 97062
 PHONE: (503) 692-5887
 FAX: (503) 692-6441

DATE: FEB. 06, 2000	DATE: AUGUST 6, 2000
CHECKED BY: TONY BENTIN	DATE: 5902.SHT
DESIGNED BY:	PROJECT:
FOR NAME: CORNERSTONE CONDOMINIUM	SHEET 1 OF 5

CORNERSTONE CONDOMINIUM
 REPLAT OF LOT 8 AND A PORTION OF LOT 7, BLOCK
 264, CITY OF PORTLAND LOCATED IN THE N.E. 1/4
 OF SEC. 4, T.15., R.1E., W.M., CITY OF PORTLAND,
 MULTNOMAH COUNTY, OREGON

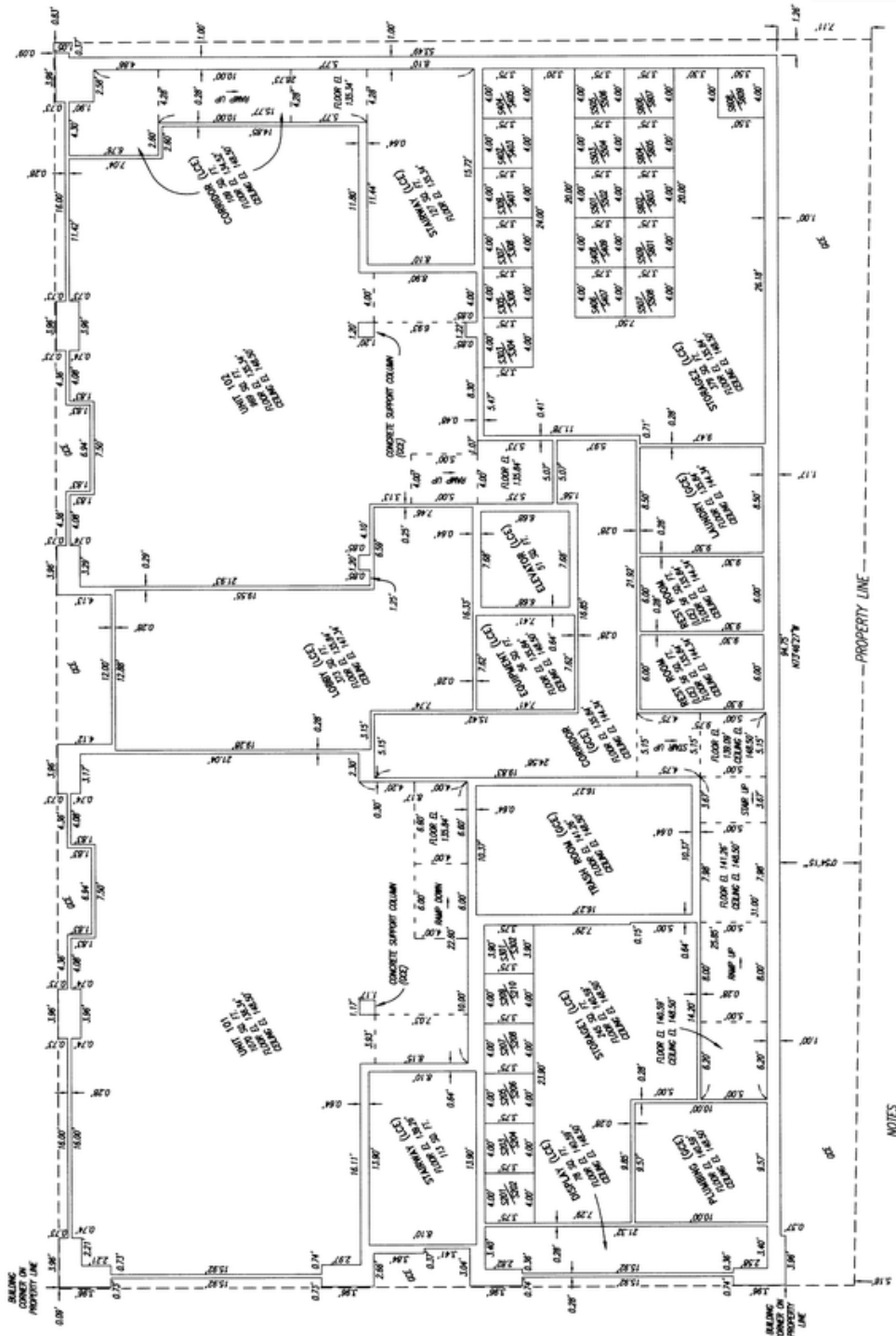
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 AUSTIN W. BENTON
 ANTHONY C. BENTON
 EXPIRES 12/31/01

ANTHONY C. BENTON, J.S. 2005,
 REPEAT THE SURVEY
 PLAT IS TO BE MADE IN
 COPY OF THE ORIGINAL

ANTHONY C. BENTON
 ANTHONY C. BENTON

LEGEND
 C/SZ GENERAL COMMON ELEMENT
 L/CE LIMITED COMMON ELEMENT
 U/W UNIT NUMBER
 S/WA STORAGE UNIT NUMBER
 A.T.S. AREA TO SCALE
 S.O. FT. SQUARE FOOT
 CL. ELEVATION

NOTE
 STORAGE UNIT ARE LIMITED COMMON ELEMENTS.
 IN AREA EXCEPT 3008 AND 3009 WHICH ARE 14
 SQ. FT. IN AREA STORAGE UNITS ARE 4.07 SQ. FT.
 AREA SHOULD BE ABOVE THE COVER, THE
 COMMONLY REFERRED ABOVE THE STORAGE UNIT
 NUMBER OF THE LOWER UNIT AS SHOWN HEREON



GROUND FLOOR

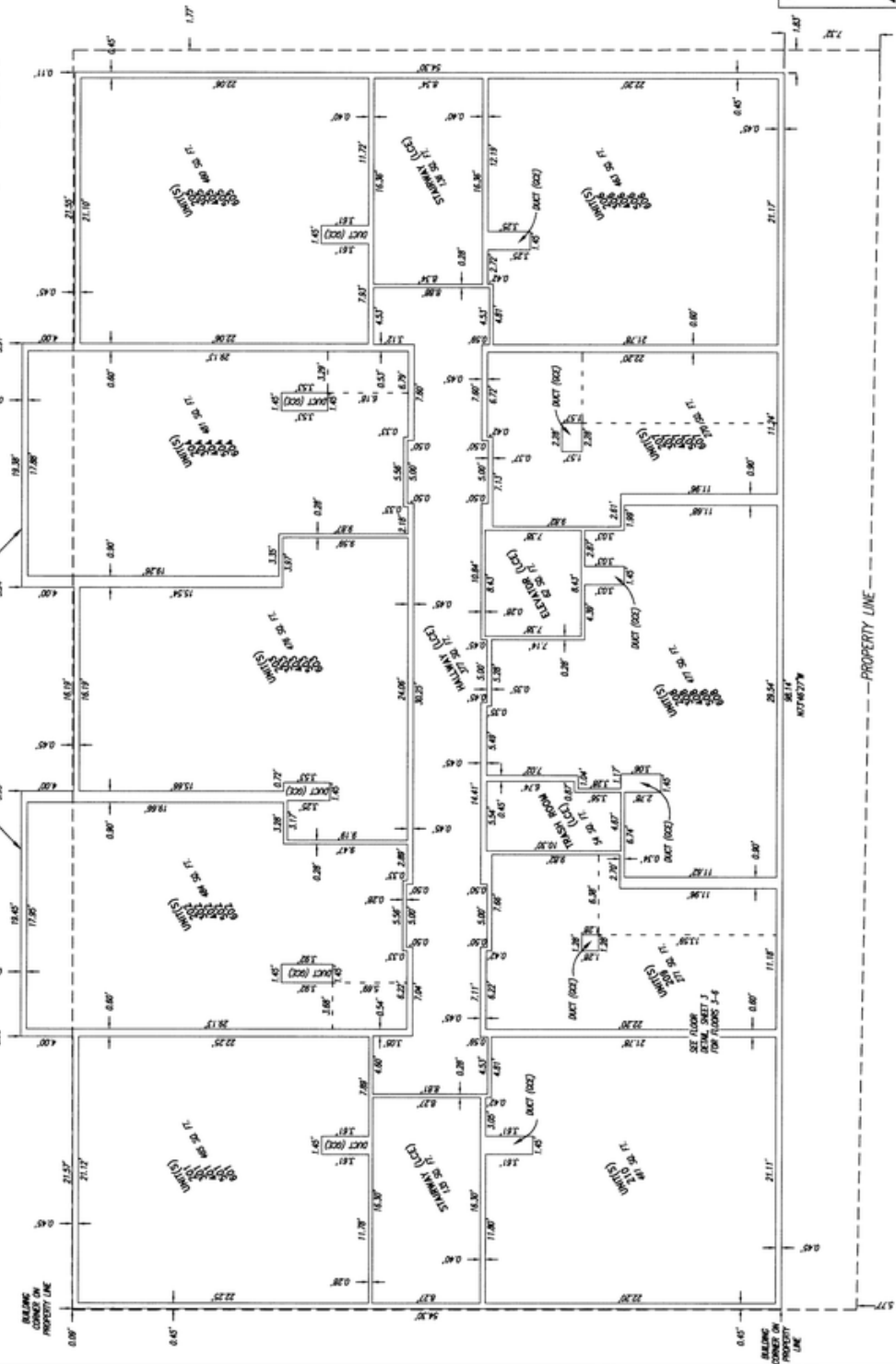
- NOTES**
1. ALL BUILDING WALLS ARE PARALLEL AND PERPENDICULAR UNLESS OTHERWISE NOTED.
 2. ELEVATIONS COMMON HEREON ARE BASED UPON CITY OF PORTLAND BENCHMARK 2540, A BRASS BOLT AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SW 15TH AVENUE AND CLAY STREET, ELEVATION 153.47.
 3. ALL LAND LING OUTSIDE THE BOUNDARIES OF THE BUILDING, INTERIOR AND EXTERIOR WALLS, AND CEILING SHALL BE GENERAL COMMON ELEMENTS.

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AKS
 ENGINEERING & PLANNING
 18861 SW 84TH AVENUE
 TUALATIN, OR 97062
 PHONE: (503) 682-5887
 FAX: (503) 682-6431

DRAWN BY: ERIK DIX
 CHECKED BY: TONY BENTON
 DATE: AUGUST 6, 2000
 DRAWING NO.: 590-SH1
 REVISIONS:
 FOR NAME: CORNERSTONE CONDOMINIUM SHEET 2 OF 5

CORNERSTONE CONDOMINIUM
 REPEAT OF LOT 8 AND A PORTION OF LOT 7, BLOCK
 264, CITY OF PORTLAND LOCATED IN THE N.E. 1/4
 OF SEC. 4, T.1S., R.1E., W.M., CITY OF PORTLAND,
 MULTNOMAH COUNTY, OREGON

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 Oregon
 JULY 14, 1984
 ANTHONY S. BRITTON
 2555
 EXPIRES 12/31/01



LEGEND
 GCE GENERAL COMMON ELEMENTS
 UCE UNIT COMMON ELEMENTS
 UNF UNIT NUMBER
 A.L.S. AS Laid TO SCALE
 SQ. FT. SQUARE FEET

- NOTES**
1. ALL BUILDING WALLS ARE PARALLEL AND PERPENDICULAR UNLESS OTHERWISE NOTED.
 2. ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF PORTLAND BENCHMARK 2548, A BRASS BOLT AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SW 10TH AVENUE AND CLAY STREET, ELEVATION 153.47'.
 3. ALL LAND LING OUTSIDE THE BOUNDARIES OF THE BUILDING INTERIOR AND EXTERIOR WALLS AND DUCTS SHOWN HEREON ARE GENERAL COMMON ELEMENTS.

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18961 SW 84TH AVENUE
 TUALATIN, OR 97062
 PHONE (503) 682-8887
 FAX (503) 682-8441

DRAWN BY: ERIC DIX	DATE: AUGUST 8, 2000
CHECKED BY: TONY BENTHIN	DRAWING NO.: 540_S41
DESIGNED BY:	REVISED:
OR. REG. NO.:	CORNERSTONE CONDOMINIUM

2ND - 6TH FLOORS

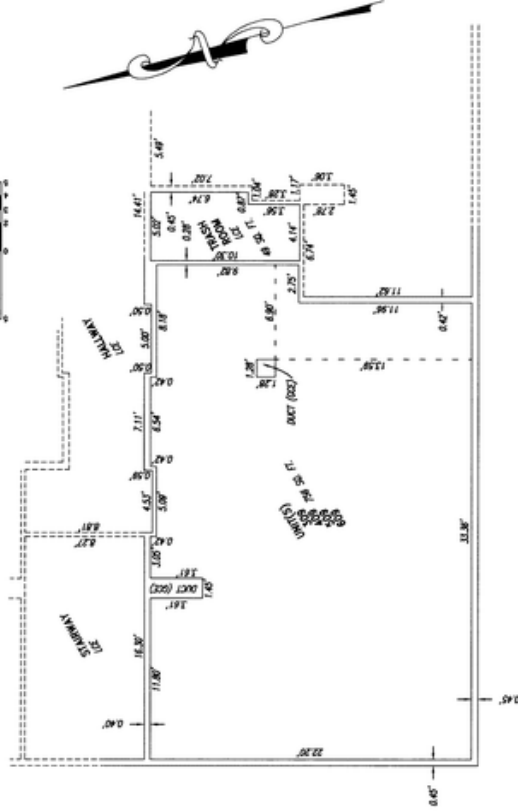
CORNERSTONE CONDOMINIUM
REPLAT OF LOT 8 AND A PORTION OF LOT 7, BLOCK
264, CITY OF PORTLAND LOCATED IN THE N.E. 1/4
OF SEC. 4, T.1S., R.1E., W.M., CITY OF PORTLAND,
MULTNOMAH COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Anthony G. Benthin
OREGON
AND T. BENTHIN
ANTHONY G. BENTHIN
ANTHONG 2655
EXPIRES 12/31/01

LEGEND
DSE EXISTING COMMON ELEMENT
LCS LIMITED COMMON ELEMENT
WLS WALL
MFS MET IN SCALE
SQ. FT. SQUARE FOOT
EL. ELEVATION

NOTES

1. ALL BALCONY WALLS ARE PARALLEL AND PERPENDICULAR UNLESS OTHERWISE NOTED.
2. ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF PORTLAND BENCHMARK 2343, A BRASS BENCHMARK AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SW 7TH AVENUE AND CLAY STREET, ELEVATION 155.47'.
3. ALL LAND LINES OUTSIDE THE BOUNDARIES OF THE BALCONY, INTERIOR AND EXTERIOR WALLS, AND DECKS SHOWN HEREON ARE GENERAL COMMON ELEMENTS.



3rd - 6th FLOOR DETAIL

6TH FLOOR	1.00'	EL 187.76'
5TH FLOOR	1.00'	EL 178.30'
4TH FLOOR	1.00'	EL 168.78'
3RD FLOOR	1.00'	EL 159.27'
2ND FLOOR	1.00'	EL 149.83'
GROUND FLOOR		
SEE SHEET 2 FOR GROUND FLOOR ELEVATIONS		

2nd - 6th FLOOR ELEVATIONS

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AKS
ENGINEERING & FORESTRY
18961 SW 84TH AVENUE
TUALATIN, OR 97062
PHONE: (503) 892-5807
FAX: (503) 892-6411

DRAWN BY: ERIC DEE
CHECKED BY: TONY BENTHIN
DESIGNED BY: [REDACTED]
DATE: AUGUST 8, 2000
DRAWING NO.: SFR_311
PROJECT: CORNERSTONE CONDOMINIUM
SHEET 4 OF 5

CORNERSTONE CONDOMINIUM
REPLAT OF LOT 8 AND A PORTION OF LOT 7, BLOCK
264, CITY OF PORTLAND LOCATED IN THE N.E. 1/4
OF SEC. 4, T.1S., R.1E., W.M., CITY OF PORTLAND,
MULTNOMAH COUNTY, OREGON

DECLARATION:

KNOW ALL MEN BY THESE PRESENTS THAT INNOVATIVE HOUSING, INC. IS THE OWNER OF THE LANDS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE AND DOES HEREBY DECLARE THE ANNEXED MAP OF "CORNERSTONE CONDOMINIUM" TO BE TRUE AND CORRECT, AND DOES HEREBY COMMIT SAID PROPERTY TO THE OPERATION AND PROVISIONS OF THE OREGON CONDOMINIUM ACT. THE PROPERTY AND IMPROVEMENTS DESCRIBED AND DEPICTED ON THIS PLAT ARE SUBJECT TO THE PROVISIONS OF ORS 100.005 TO 100.025.

Ralph Austin
RALPH AUSTIN, PRESIDENT
INNOVATIVE HOUSING, INC.

ACKNOWLEDGEMENT:

STATE OF OREGON }
COUNTY OF MULTNOMAH }

THIS CERTIFIES THAT ON THIS 11 DAY OF September, 2000, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED RALPH AUSTIN, WHO BEING DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF INNOVATIVE HOUSING, INC., AN OREGON CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED OF HIS OWN FREE ACT AND DEED, ON BEHALF OF SAID CORPORATION.

Notary Public
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/17/2001



SURVEYOR'S CERTIFICATE

I, ANTHONY C. BENTON, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE ANNEXED MAPS OF "CORNERSTONE CONDOMINIUM" SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, OF THE WELLMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, SAID POINT BEING A BRASS SCREW WITH A 1/4" BRASS WASHER STAMPED "MS ENGST" AT THE INTERSECTION OF SW 12TH AVENUE FROM THE WEST AND JEFFERSON STREET AND THE EASTERLY RIGHT-OF-WAY OF SW 12TH AVENUE, SAID POINT BEING A BRASS WASHER STAMPED "MS ENGST" AT THE CORNER OF LOT 8, BLOCK 264, CITY OF PORTLAND, THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF JEFFERSON STREET SOUTH 275°00'00" EAST A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "MS ENGST", THENCE SOUTH 16°00'32" WEST PARALLEL WITH THE EASTERLY RIGHT-OF-WAY LINE OF SW 12TH AVENUE 61.76 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "MS ENGST" FOUND AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 97172549, MULTNOMAH COUNTY BEED RECORDS, THENCE NORTH 72°52'17" WEST A DISTANCE OF 100.01 FEET TO A BRASS SCREW WITH A 1/4" BRASS WASHER STAMPED "MS ENGST" FOUND AT THE SOUTHWEST CORNER OF SAID DOCUMENT NO. 97172549 TRACT, ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SW 12TH AVENUE, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SW 12TH AVENUE NORTH 16°00'32" EAST A DISTANCE OF 60.07 FEET TO THE INITIAL POINT.

TOGETHER WITH AN APPURTENANT RIGHT TO USE THE ADJOINING RIGHT-OF-WAY PURSUANT TO SECTION 2004 OF CHAPTER 32 OF THE UNIFORM BUILDING CODE AND THE BUILDING PERMIT NO. SED 99-01402 ISSUED BY THE CITY OF PORTLAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 6092 SQUARE FEET, MORE OR LESS.

MULTNOMAH COUNTY APPROVALS

APPROVED THIS 11th DAY OF September, 2000
COUNTY SURVEYOR
MULTNOMAH COUNTY, OREGON
BY: *Robert A. Hank*

ALL TAXES, FEES, ASSESSMENTS, OR OTHER CHARGES
IMPOSED BY O.R.S. 100.110 HAVE BEEN PAID AS
OF 9/11/2000, 2000
DIVISION OF ASSESSMENT & TAXATION
MULTNOMAH COUNTY, OREGON
BY: *M.C. Steil*
DEPUTY

STATE OF OREGON }
COUNTY OF MULTNOMAH }
I DO HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT WAS RECORDED FOR RECORD AND
RECORDED IN PUBLIC BOOK NO. 2000 AT 5131 PL IN BOOK 1248 ON PAGES 51-58
COUNTY RECORDING OFFICE
BY: *William J. Johnson*
DEPUTY
DOCUMENT NO. 2000-139303



SURVEYOR'S CERTIFICATE OF COMPLETION

AS PER ORS 100.115 (2)(A), I CERTIFY THAT THIS PLAT FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS OF THE BUILDING, AND THAT CONSTRUCTION OF THE UNITS AND BUILDING AS DEPICTED ON THE PLAT HAS BEEN COMPLETED, AS OF 9-11-2000, 2000

Anthony C. Benton
ANTHONY C. BENTON



DATE: _____	DATE: AUGUST 6, 2000
DRAWN BY: ERIC DIX	DRAWING NO.: 3902_SHT
CHECKED BY: TONY BENTON	REVISED: _____
DESIGNED BY: _____	
JOB NAME: CORNERSTONE CONDOMINIUM	SHEET 5 OF 5

Recorded in the County of Multnomah, Oregon

C. Swick, Deputy Clerk

After Recording Return To:
Landye Bennett Blumstein LLP
3500 Wells Fargo Center
1300 SW Fifth Avenue
Portland, Oregon 97201

Total : 184.00
2000-139325 10/06/2000 03:31:54pm ATESL
C06 34 REC SUR DOR OLIS
170.00 3.00 10.00 1.00

**BYLAWS OF
CORNERSTONE CONDOMINIUM**

Exhibit "B" to Declaration of Cornerstone Condominium

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BYLAWS
OF
CORNERSTONE CONDOMINIUM

Exhibit "B" to Declaration of Cornerstone Condominium

ARTICLE 1
PLAN OF UNIT OWNERSHIP

1.1 **Unit Ownership.** The condominium, located in the City of Portland, County of Multnomah, State of Oregon, known as Cornerstone Condominium, is submitted to the provisions of ORS 100.005 et seq., the Oregon Condominium Act, by the Condominium Declaration for Cornerstone ("Declaration"), and these Bylaws.

1.2 **Bylaws Applicability.** The provisions of these Bylaws are applicable to the Cornerstone Condominium Association ("Association") and the entire management structure thereof and the Declarant and its successors and assigns. (The term "Condominium" as used herein shall include the land.)

1.3 **Personal Application.** All present or future owners, tenants, future tenants or their employees, or any other person that might use the facilities of the Condominium in any manner, are subject to the regulations set forth in these Bylaws. The acquisition, occupancy or rental of any of the Units of the Condominium or the mere act of occupancy of any such Units will constitute acceptance and ratification of these Bylaws and agreement to comply with all the provisions hereof.

1.4 **Definitions.** Except as otherwise provided below, the terms herein shall have the meaning set forth in the Oregon Condominium Act, ORS 100.005 et seq., as supplemented by the Declaration, and said statute and definitions are incorporated herein by this reference.

ARTICLE 2
ASSOCIATION MEMBERSHIP, VOTING,
MAJORITY OF OWNERS, QUORUM, PROXIES

2.1 **Membership in the Association.** Upon recordation of a conveyance or contract to convey a Unit, the grantee or purchaser named in such conveyance or contract shall automatically be a member of the Association and shall remain a member of the Association until such person's ownership ceases for any reason. For all purposes of the Declaration and the administration of the Condominium, Unit ownership shall be determined on the basis of the records maintained by the Association. The record shall be established by the Unit owner filing with the Association a copy of the deed to or land sale contract for his Unit, to which shall be affixed the certificate of the recording officer of the County of Multnomah Oregon, showing the

date and place of recording of such deed or contract. No person shall be recognized as a Unit owner unless a copy of the deed or contract showing him to be the current owner or contract purchaser of a Unit, has been filed with the Association as provided above. Notwithstanding the foregoing, the Declarant shall be the owner of all previously unsold Units, although no deed or land sale contract, with respect to such Units, has been filed with the Association.

2.2 Voting. The owner or co-owner of each Unit shall be entitled to a percentage vote equal to the percentage ownership in the common elements attributable to such owner's Unit. The calling and conducting of meetings of the Association and the exercise of voting rights shall be controlled by Articles 2 and 3 of the Bylaws.

2.3 Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean those owners holding over fifty percent (50%) of the voting rights allocated to the Unit owners in accordance with the Declaration and Section 2.2 above. "Majority of owners present" shall mean owners holding over fifty percent (50%) of the votes present at any legal meeting as defined in Section 2.8 hereof.

2.4 Quorum. Except as otherwise provided in these Bylaws, the presence in person, by proxy or by ballot of owners holding forty percent (40%) or more of the outstanding votes in the Condominium, as defined in Section 2.2 hereof, shall constitute a quorum. Provided, however, that the quorum at any adjourned meeting, as described in Section 3.8, shall be reduced to twenty-five percent (25%) of the outstanding votes in the Condominium.

2.5 Proxies; Ballots. Votes may be cast in person, by proxy or by written ballot. Proxies must be filed with the secretary of the Association ("Secretary") before or during the appointed meeting. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. In the sole discretion of the Board of Directors, a meeting of the Association may be held by ballot rather than at a formal gathering. Ballots for such meeting must be properly executed and returned in sufficient quantity to constitute a quorum and/or to pass the proposal(s) specifically propounded on the ballot. Unless withdrawn, a proxy given to another person to vote at a specific meeting also shall be valid at an adjourned meeting called under the provisions of Section 3.8 hereof.

2.6 Authority to Vote. All owners, including those who have leased their premises to a third party, shall be entitled to vote. An owner's right to vote may not be revoked. A purchaser under a land sale contract who is entitled to immediate possession of the Unit shall be deemed to be the owner thereof, unless otherwise provided in such contract.

2.7 Fiduciaries and Joint Owners. An executor, administrator, guardian or trustee may vote, in person, by proxy or by ballot, at any meeting of the Association with respect to any Unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name; provided, that he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee, holding such Unit in such capacity. Whenever any Unit is owned by two (2) or more persons jointly according to the records of the Association, the vote of such Unit may be exercised by any one (1) of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote

without the approval of all co-owners. In the event of such disagreement and such protest, the vote of such Unit shall be disregarded completely in determining the proportion of votes given with respect to such matter.

2.8 Actions by Association; Legal Meeting. Except as otherwise provided in the Declaration, the Articles of Incorporation, these Bylaws, the Oregon Condominium Act or the Oregon Nonprofit Corporation Act, decisions and resolutions of the Association shall require approval by a majority of owners present at any legal meeting. For purposes of these Bylaws, a legal meeting is one duly called pursuant to these Bylaws at which a quorum is present in person or by proxy, at a ballot meeting where the number of owners casting written ballots constitutes a quorum.

ARTICLE 3 ADMINISTRATION

3.1 Association Responsibilities. The owners of the Units constitute the members of the Association which has the responsibility of administering the project, approving the annual budget, establishing and collecting assessments and arranging for the operation, management and maintenance of the Condominium, including negotiating and contracting with and supervising any person, persons or business entity with respect to such matters. The Association shall be incorporated as an Oregon nonprofit corporation.

3.2 Place of Meetings. Formal meetings of the Association shall be held at the principal office of the Condominium or such other place that is convenient to the owners as may be designated by the Board of Directors. The outcome of a ballot meeting shall be determined by the Board of Directors within forty-eight (48) hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within forty-eight (48) hours of the postponed date. Each Unit owner shall be notified within ten (10) days after the ballots have been counted, by mail or other delivery of written notice, of the results of the ballot meeting or that a quorum of ballots was not returned.

3.3 Turnover Meeting. The turnover meeting (which shall constitute the initial organizational meeting) shall be held within ninety (90) days after the earlier of the following: the date on which fifty percent (50%) of the Units that the Declarant has reserved the right to create have been conveyed to persons other than the Declarant or the date on which three (3) years have elapsed since the first conveyance of a Unit to someone other than the Declarant. The turnover meeting shall be called by notice to all Unit owners of the time, place and purpose thereof not less than seven (7), nor more than fifty (50), days before the meeting. If such meeting is not called by the Declarant within the time specified, the meeting may be called and notice given by a Unit owner.

At the turnover meeting, the Declarant shall relinquish control of the administration of the Association and the Unit owners shall assume such control and shall elect a board of directors ("Board of Directors") in accordance with the provisions of Article 4 of these Bylaws. Additionally, the Declarant shall deliver to the Association those items specified in the Oregon

Condominium Act to be turned over by the Declarant at the turnover meeting. To facilitate an orderly transition, during the three (3) month period following the turnover meeting, the Declarant or an informed representative shall be available to meet with the Board of Directors on at least three (3) mutually acceptable dates to review the documents delivered to the Association as required by the Oregon Condominium Act and as referred to above.

3.4 Transitional Committee. Within not less than seven (7) nor more than fifty (50) days of conveyance to persons other than the Declarant of fifty percent (50%) of the Units in the Condominium (unless the turnover meeting has been held), the Declarant shall call a meeting of the Unit owners for the purpose of forming a transitional committee in accordance with the Oregon Condominium Act and these Bylaws. The transitional committee shall be advisory only and shall consist of two (2) or more members selected by Unit owners other than the Declarant and may include not more than one (1) representative of the Declarant. The members shall serve until the turnover meeting.

The function of the transitional committee shall be that of enabling 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 which the Declarant must turn over to the Unit owners under the Oregon Condominium Act and Section 3.3 of these Bylaws.

The Declarant shall give notice of the meeting required under this Section 3.4 to each Unit owner at least seven (7), but not more than fifty (50) days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If such meeting is not called by the Declarant within the time specified, the meeting may be called and notice given by a Unit owner. If the owners, other than the Declarant, do not select members for the committee under this Section 3.4, the Declarant shall have no further responsibility to form the committee.

3.5 Annual Meetings. The first annual meeting of the Association shall be held during the calendar year following the calendar year during which the turnover meeting is held, and its date shall be set by action of the Board of Directors. This meeting, the date of which may be changed from time to time, at the discretion of the Board of Directors, must be held annually under the rules and regulations as set out in the Bylaws. At such meetings, new members of the Board of Directors shall be elected by the owners in accordance with the requirements of Section 4.6 of these Bylaws, to replace those directors whose terms have expired. The owners may also transact such other business of the Association as may properly come before them.

3.6 Special Meetings. Special meetings of the Association may be called by the chairperson of the Association ("Chairperson"), a majority of the Board of Directors, or upon the presentation to the Secretary of a petition signed by twenty-five percent (25%) or more of the owners. All meetings called because of petition of Unit owners shall be held at a formal gathering and not by ballot, and shall be held within sixty (60) days after receipt of the petition. The notice of any special meeting shall state the time and place of such meeting and the purpose

thereof. No business, except as stated in the notice therefor, shall be transacted at a special meeting unless by consent of all the owners of the Units or as otherwise set out in these Bylaws.

3.7 Notice of Meetings. The Secretary shall mail by first class or certified mail or shall hand deliver a notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held, to each owner of record at least ten (10), but not more than sixty (60), days prior to such meeting or the date when ballots for a ballot meeting are required to be returned. The Secretary shall hand deliver or mail by first class or certified mail written ballots for ballot meetings to each owner of record not less than twenty (20) days prior to the date on which such ballots must be received by the Association in order to be counted. The mailing shall be to the owner's address last given to the Secretary in writing by the Unit owner or his vendee. If Unit ownership is split or the Unit has been sold on a contract, notice shall be sent to a single address, of which the Secretary has been notified in writing by such parties. If no address has been given to the Secretary in writing, then mailing to the Condominium Unit shall be sufficient. The mailing of a notice in the manner provided in this Section shall be considered notice served.

3.8 Adjourned Meetings. If any gathering of owners is not a legal meeting because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than twenty (20) days from the time the original meeting was called. The Board of Directors may postpone the date for counting the ballots of a ballot meeting, in one or more postponements, for up to ninety (90) days after the originally scheduled ballot return date if a quorum of ballots has not been returned and/or for matters on which a certain percentage approval is required and that vote has not been received nor have sufficient votes in opposition been received to negate such approval.

3.9 Ballot Meetings. Unless prohibited or limited by the Articles of Incorporation of the Association, any action that may be taken at any annual or special meeting of the Unit owners may be taken without a meeting if the Association delivers a written ballot to every Unit owner entitled to vote on the matter. Such ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. A proposed action shall be deemed to be approved by written ballot when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The Board of Directors may elect to count the ballots from time to time before the date set forth in the notice to determine whether sufficient votes have been received to pass or reject the matter or affect the election proposed by the ballot.

3.10 Order of Business. The order of business at all meetings of the owners of Units shall be as follows unless the Board of Directors sets a different agenda:

- 3.10.1 Roll call.
- 3.10.2 Proof of notice of meeting or waiver of notice.
- 3.10.3 Reading of minutes of the preceding meeting.
- 3.10.4 Reports of officers.

- 3.10.5 Reports of committees.
- 3.10.6 Election of inspectors of election.
- 3.10.7 Election of directors.
- 3.10.8 Unfinished business.
- 3.10.9 New business.

ARTICLE 4

BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, each of whom must be an owner or a co-owner of a Unit. Provided, however, that if a Unit is owned by more than one (1) owner, only one (1) owner of that Unit may serve on the Board of Directors at any one time. An officer or employee of a corporation, a trustee of a trust, a personal representative of an estate, or an employee of a trust or estate, may serve on the Board of Directors, if such corporation, trust or estate owns a Unit.

4.2 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

4.3 Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall have authority to carry out and shall be responsible for the following matters:

4.3.1 Caring for, maintaining and supervising the management of the Condominium, the general common elements, Association property, if any, and the limited common elements for which the Association has maintenance responsibilities, and assigning, supervising assignments or approving any assignment of the use of any common element, general or limited, as may be required by the Declaration.

4.3.2 Establishing and maintaining replacement reserve accounts and other reserves, as required by the Oregon Condominium Act or these Bylaws and such other reserve accounts as are permitted by these Bylaws.

4.3.3 Designating and collecting regular and special assessments from the owners, in accordance with these Bylaws, the Declaration and the Oregon Condominium Act.

4.3.4 Establishing a budget for payment of all common expenses of the Association and instituting and maintaining a system for such payment as may be reasonably necessary to prevent any misuse of Association funds.

4.3.5 Obtaining and maintaining insurance policies and paying premiums therefor out of the common expense funds with respect to both the common elements and individual Units as more specifically provided in Article 8 of these Bylaws.

4.3.6 Designating and dismissing the personnel necessary for the maintenance and operation of the Condominium, the general common elements, and the limited common elements, if any.

4.3.7 Causing the preparation and distribution of annual financial statements of the Condominium to each of the Unit owners as more specifically provided in Article 12 of these Bylaws.

4.3.8 Adopting and amending administrative rules and regulations governing the details of operation and use of the common elements, including a fine structure for violations of these Bylaws, the Declaration or any rules or regulations promulgated thereunder. Provided, however, that any such rules or regulations always shall be subject to rescission or amendment by the Association upon a majority vote of owners present at any properly called meeting at which a quorum is present.

4.3.9 Causing the Association to comply with ORS 100.480 relating to maintenance of documents delivered to the Association by the Declarant, depositing all assessments in a separate bank account in the name of the Association, payment of all expenses from the Association's bank account, and maintenance and distribution of financial statements and to maintain copies suitable for duplication of the following: the Declaration, the Articles of Incorporation, the Bylaws, the Association rules and regulations and any amendments thereto, the most recent annual financial statement, and the current operating budget of the Association.

4.3.10 Causing the Association to file an Annual Report with the Oregon Real Estate Agency, as provided in ORS 100.250 and ORS 100.260.

4.3.11 Causing the Association to file the necessary tax returns of the Association.

4.4 Management Agent. The Board of Directors may employ a management agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.3 hereof. Any such management contract must be cancelable without penalty upon ninety (90) days' written notice. Any management contract entered into by the Declarant before the turnover meeting may be canceled by the Board of Directors elected at the turnover meeting upon thirty (30) days' written notice given not later than sixty (60) days after the turnover meeting.

4.5 Interim Directors. Upon the filing of the Declaration submitting the Condominium to the Oregon Condominium Act, the Declarant shall appoint an interim board of one (1) to three (3) directors (who need not be owners of Units), who shall serve until replaced by the Declarant or their successors have been elected by the Unit owners at the turnover meeting as hereinafter provided. The interim board shall work closely with the transitional committee, once appointed, to acquaint the members of the transitional committee with the procedures and operations of the Condominium.

4.6 Election and Term of Office. At the turnover meeting, upon agreement by vote of the owners, the Board of Directors may be elected by a single ballot, with each owner

permitted to vote for five (5) nominees. In such event, the two (2) nominees receiving the highest number of votes shall be Directors serving a two (2) year term and the three (3) nominees receiving the next highest number of votes shall be Directors serving a one (1) year term. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. The Association may increase or decrease the number of Directors and length of terms for which each is elected upon amendment of this Section 4.6. If additional Directors are elected, the same sequential election terms shall apply as nearly as is practicable.

4.7 Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled for the balance of the term of each directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until his successor is elected upon expiration of the term for which such person was elected by the other Directors to serve.

4.8 Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one (1) or more of the Directors may be removed with or without cause, by a majority vote of owners and a successor may be then and there elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. Any Director or Directors who fail(s) to attend three (3) successive meetings of the Board of Directors which have been properly called, or who has failed to attend more than one-third (1/3) of the Board of Directors meetings during a twelve (12) month period which have been properly called, may be removed by a majority of the remaining Directors.

4.9 Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days after its election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice need be given to the newly elected Directors to hold such meeting legally, providing that a majority of the newly elected Directors are present.

4.10 Regular 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, but shall be held no less often than quarterly. Notice of regular meetings of the Board of Directors may be called by the Chairperson on three (3) days' notice to each Director, given personally or by mail, telephone, facsimile, telegraph or other similarly reliable method, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

4.11 Special Meetings. Special meetings of the Board of Directors may be called by the Chairperson or Secretary or on the written request of at least three (3) Directors. Special meetings of the Board of Directors may be called on three (3) days' notice to each Director, given personally or by mail, telephone, facsimile or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

4.12 Waiver of Notice to Directors. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all 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.

4.13 Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the existing Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors shall be the acts of the Board of Directors. A majority of those present may adjourn a meeting of the Board of Directors at which less than a quorum is present. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.14 Board of Directors' Meetings Open to All Association Members. All meetings of the Board of Directors shall be open to all members of the Association. No Association member shall have a right to participate in the Board of Directors' meetings unless such member is also a member of the Board of Directors.

4.15 Executive Session. The Chairperson shall have authority to exclude any Association member who disrupts the proceedings at a meeting of the Board of Directors. At the discretion of the Board, the following matters may be considered in executive sessions:

- (a) Consultation with legal counsel concerning rights and duties of the Association regarding existing or potential litigation or criminal matters;
- (b) Personnel matters, including salary negotiations and employee discipline;
- (c) Negotiations of contracts with third parties; and
- (d) Any other matters for which the Oregon Condominium Act permits.

4.16 Notice to Association Members of Board of Directors' Meetings. For other than emergency meetings, notice of Board of Directors' meetings shall be posted at a place on the Condominium property at least three (3) days prior to the meeting or notice otherwise shall be provided to each member of the Association in a manner that is reasonably calculated to inform each member of such meetings. The posting of such notices shall be at a reasonable location which has been generally publicized to the Unit owners.

4.17 Telephonic Meetings. In the event of an emergency, telephonic meetings may be held by the Board of Directors. Such telephonic meetings shall be carried on by means of a "conference call" in which each Director may speak with any of the other Directors. The Directors shall keep telephone numbers on file with the Chairperson to be used for telephonic meetings. No notice to either Directors or Association members shall be required for a telephonic meeting of the Board of Directors to be held for any emergency action. Provided, however, that no such telephonic meeting shall occur unless at least seventy-five percent (75%)

of the Board of Directors participate in the same and after an attempt has been made to call each Director at the telephone number maintained on file with the Board of Directors for such purpose.

4.18 Compensation of Directors. No Director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by a majority vote of the Unit owners.

ARTICLE 5 OFFICERS

5.1 Designation. The principal officers of the Association shall be a chairperson, a secretary and a treasurer, all of whom shall be elected by the Directors. The Directors may appoint an assistant treasurer and an assistant secretary and any such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association may be elected by the Board of Directors at the organizational meeting of each new Board or any Board meeting thereafter and shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at any regular or special meeting of the Board of Directors.

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

5.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary.

5.6 Treasurer. The treasurer of the Association ("Treasurer") shall have responsibility for Association funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

5.7 Directors as Officers. Any Director may be an officer of the Association.

ARTICLE 6
OBLIGATIONS OF THE OWNERS

6.1 Assessments. All owners shall be obligated to pay assessments imposed by the Association to meet all the Condominium's common expenses, which shall include premiums for insurance required or permitted under Article 8 of these Bylaws. In the discretion of the Board of Directors, the assessments may be made payable semi-annually, quarterly or monthly. An annual assessment shall be charged beginning when the Declarant first conveys a Unit to a Unit owner. Prior to such time, the Declarant shall pay all operating expenses of the Condominium. All of the reserve accounts set up pursuant to these Bylaws shall be funded by allocation and payment from the assessment of Unit owners. The assessment of all Unit owners who may be benefitted by expenditure of reserve funds may be increased as necessary, so the reserve fund in question can be maintained in an amount sufficient to meet the needs for which such fund was established.

Except as otherwise provided in the Declaration or these Bylaws, each Unit shall be liable for the common expense in the same percentage as the percentage of ownership in the common elements allocated to such Unit. However, the expense of maintaining the limited common elements pertaining to the Retail Units is allocated equally between the two Retail Units. The expense of maintaining the limited common elements pertaining to the Residential Units is allocated among the Residential Units based on the percentage set forth in Section 3.4 of the Declaration.

Certain services provided through the Association, such as basic cable television service, may be billed on a per unit basis rather than on the basis of percentage ownership.

The assessment of Units shall include the following items, which shall be common expenses:

6.1.1 Expense Items:

- 6.1.1.1 Expenses of administration.
- 6.1.1.2 Expenses of maintenance, repair or replacement of the common elements.
- 6.1.1.3 Any deficit in common expenses for any prior period.
- 6.1.1.4 The costs of utilities for the common elements and other utilities that have a common meter or that are commonly billed, such as water and sewer.
- 6.1.1.5 At the discretion of the Board of Directors, the expense of basic cable or satellite television service to all Units, together with maintenance and repair expenses for such system and service.

- 6.1.1.6 The cost of insurance or bonds obtained in accordance with these Bylaws.
- 6.1.1.7 The cost of any professional management if required by mortgagees or desired by the Board of Directors.
- 6.1.1.8 Legal, accounting and other professional fees.
- 6.1.1.9 Any other items that are properly chargeable as an expense of the Association.

6.1.2 Reserve Items:

6.1.2.1 Reserve Account. A reserve account shall be established for the purpose of effecting replacements of structural elements, mechanical equipment, exterior painting, and other common elements of the Condominium which will normally require replacement in more than three (3) years and less than thirty (30) years. Payment into this account shall be deemed a contribution to capital improvement as and when made. Pursuant to provisions of the Oregon Condominium Act, the Declarant has established a reserve account for replacement of such common elements. The reserve accounts for replacement shall be funded by assessment against the same Units that are assessed for the maintenance of the items for which the reserve account is established. Accordingly, the reserve account for replacement of those general common elements and limited common elements, the maintenance of which is provided by assessment against all owners shall be created by assessment against all owners. The reserve account for replacement of those limited common elements, the maintenance of which is provided by assessment of fewer than all Units, shall be created by assessment only against the specific Units responsible for the maintenance of such limited common elements.

The Board of Directors of the Association annually shall conduct a reserve study, or review and update an existing study, of the common elements to determine the reserve account requirements. A reserve account shall be established for those items of the common elements all or part of which will normally require replacement in more than three and less than 30 years, for exterior painting if the common elements include exterior painted surfaces, and for the maintenance, repair or replacement of other items as may

be required under the Declaration or Bylaws or 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:

- (a) Identification of all items for which reserves are to be established;
- (b) The estimated remaining useful life of each item as of the date of the reserve study;
- (c) An estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and
- (d) A 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.

Except as otherwise provided in the Oregon Condominium Act, the reserve account shall be used only for maintenance, repair, and replacement of common elements for which reserves have been established and shall be kept separate from other accounts.

6.1.2.2 General Operating Reserve. The Board of Directors shall create and maintain a general operating reserve account by allocation and payment thereto monthly of an amount determined by the Board of Directors. This account shall be used to pay expenses which exceed budgeted amounts. The initial working capital required by Section 6.2.1 shall be deposited into such operating reserve account.

6.1.2.3 Special Reserves. Such other special reserve funds as may be set up by the Directors by special assessments of the Unit owners who benefit thereby as may be required by the Declaration or otherwise determined by the Association to be appropriate.

Each reserve account shall be kept in an account with a safe and responsible depository, shall be accounted for separately and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies. Assessments paid into the reserve accounts are the property of the Association and are not refundable to sellers of Units. Provided, however, that nothing contained herein shall prevent sellers of Units from treating their outstanding allocable share of reserve accounts as a

separate or reimbursable item in a sales agreement. No Unit owner shall have any individual rights in any of these reserves, although it is understood that the value of their respective Units may increase in proportion to each Unit's right to receive repair, maintenance and replacement therefrom.

6.2 Initial Assessment. The amount of the initial assessment due from Unit owners other than the Declarant shall be determined by the Declarant. The amount of the annual assessment thereafter shall be subject to review and modification by the Board of Directors. Except as otherwise provided below, the assessment for all Units shall be payable from the date on which the Declaration is recorded.

6.2.1 Contribution to Working Capital. At closing, each purchaser shall contribute to the Association a sum equal to one-sixth (1/6th) of the annual assessments, with respect to the Unit being purchased, as a one-time contribution to the working capital of the Association. Within sixty (60) days after the first conveyance by the Declarant of the first Unit in the Condominium, the Declarant shall make such contribution with respect to all Units in the Condominium that have not yet been conveyed to a purchaser. If the Declarant has made such contribution, no further contribution shall be required to the Association, but each purchaser shall reimburse the Declarant at closing for the amount of the contribution made by the Declarant with respect to the Unit conveyed to the purchaser. If the amount of assessments is reduced pursuant to the authority granted to the Declarant herein, the initial deposit to the Association budget, equal to one-sixth (1/6th) of the annual assessment, shall be based on the projected amount of such annual assessments after substantial or full occupancy of the Units rather than on the reduced amount. The working capital contribution shall be allocated to the general operating reserve provided in Section 6.1.2.2 of these Bylaws. The working capital contribution is in addition to regular assessments and shall not be used as a prepayment of assessments by any Owner. The Declarant may not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs, or to make up any budget deficits while the Declarant is in control of the Association. All working capital contributions shall be disbursed to the Association at or prior to the turnover meeting and shall be credited to the operating reserve account.

6.2.2 Procedures. If the Declarant or any other person pays all of the operating expenses of the Condominium or subsidizes such expenses, the assessment shall be reduced by such amount, but shall not be reduced to a sum less than the total amount of the replacement reserve items. With respect to Units not yet conveyed by the Declarant, the Declarant may accrue the replacement reserve items. At the time of conveyance of the Unit for which the replacement reserve has been accrued, the accrued reserves must be paid to the Association.

The Declarant, or such other person paying all operating expenses or subsidizing such expenses, shall give ten (10) days' written notice to individual Unit owners before their obligation to pay the full assessment begins. Thereafter, each owner, including the Declarant or such other person, shall pay the assessments to the Association. In the event that the Declarant has collected initial assessments from Unit purchasers at closing and thereafter elects to pay or subsidize the operating expenses, thereby causing the amount of the assessment to be reduced, the one-time initial contribution collected from Unit purchasers shall be held by

the Declarant in a separate Association account. On the date on which Unit owners are required to pay full assessments, the aggregate sums held in such separate account shall be deposited to the Association's general account to be used as working capital.

6.2.3 Temporary Reduction of Assessment Amount. If the Association expenses are temporarily less than projected by the Declarant because some or most of the Units are not yet sold or occupied, the Declarant shall have the authority to reduce temporarily the amount of the assessment to reflect the lower expenses of the project.

6.3 Special Assessments. The Board of Directors shall have the power to levy special assessments against an owner or all owners for the following purposes and in the following manner:

6.3.1 To correct a deficit in the operating budget by vote of a majority of the Board;

6.3.2 To collect amounts due to the Association from an owner for breach of the owner's obligations under the Declaration, these Bylaws, or the Association's rules and regulations, by vote of a majority of the Board;

6.3.3 To make repairs or renovations to the common elements if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board;

6.3.4 To make capital acquisitions, additions or improvements costing less than \$2,500; or

6.3.5 To make capital acquisitions, additions or improvements costing \$2,500 or more by vote of at least seventy-five percent (75%) of all votes allocated to Units in the Condominium.

6.4 Payment of Assessments. Subject to the provisions of Sections 6.2 and 6.3, from the date on which the Declaration is recorded, the Declarant shall:

6.4.1 Pay assessments due for operating expenses on all unsold Units; and

6.4.2 Pay assessments due for reserves on all unsold Units, or, at the Declarant's option, pay or require the Unit owner to pay all accrued reserve assessments against the Unit at the time of the initial sale to the Unit owner. Provided, however, such reserve accrual shall not be for a period longer than two (2) years after the Declaration is recorded.

6.5 Adoption of Budget; Determination of Fiscal Year; Filing of Income Tax Returns.

6.5.1 Adoption of Budget. At least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an

estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the common elements and those parts of the Units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be common expenses pursuant to the Oregon Condominium Act, the Condominium instruments, or a resolution of the Association and that shall be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium and the rendering to the Unit owners of all related services.

Such budget also shall include such reasonable amounts as the Board of Directors considers necessary to provide working capital and such general operating reserve accounts, contingency and other reserve accounts as the Board shall determine. The amount designated for replacement reserves shall be adjusted annually to reflect current replacement cost and remaining useful life. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall send to each Unit owner a copy of the budget in a reasonably itemized form which sets forth the amount of the common expenses and any special assessment payable by each Unit owner. Such budget shall constitute the basis for determining each Unit owner's assessment for the common expenses of the Condominium.

6.5.2 Failure to Prepare Budget. The failure of the Board of Directors to prepare and/or to present, in a timely manner, a budget to the Unit owners shall not be cause for any owner to fail or refuse to pay assessments. Assessments shall continue, based upon the last adopted or accepted budget, until a new budget is created and announced. Retroactive increases and/or special assessments may be made by the Board of Directors to make up for any deficiency.

6.5.3 Failure to Adopt Budget. In the event the Board of Directors fails to adopt, in a timely manner, a budget for a new fiscal year, Unit owners holding a majority of the votes of the entire Association, at any general or specially called meeting, may adopt such a budget, announce it to the Unit owners and immediately commence assessments based on the newly adopted budget. Additionally, at any general or specially called meeting, Unit owners holding a majority of the votes of the entire Association may amend any budget adopted by the Board of Directors. Thereafter, the amount of assessments due from Unit owners shall be based on the budget as so amended until a new budget is adopted in accordance with this Section 6.5.

6.5.4 Determination of Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

6.5.5 Filing of Income Tax Returns. The Board of Directors, in its sole discretion, shall determine the manner in which all necessary income tax returns are filed and of selecting any and all persons to prepare such tax returns.

6.6 Default. The failure of an owner to pay any assessment of the Association shall be a default by such owner of his obligations pursuant to these Bylaws and the Oregon Condominium Act and, in addition to the Association's other remedies provided in the Declaration, these Bylaws shall entitle the Association to declare the balance of such owner's

annual assessment otherwise being paid in installments to be immediately due and payable in full. Interest shall be charged on delinquent assessments at such rate as may be set by the Board of Directors from time to time not to exceed the lower of eighteen percent (18%) per annum or the highest rate permitted by applicable law. Before a change in the interest rate charged on delinquent assessments, the Board of Directors shall give thirty (30) days' written notice to all owners.

In addition, the Board, at its option, may impose a late charge penalty on any assessment that is delinquent for ten (10) or more days. Such penalty shall not exceed the sum of twenty-five percent (25%) of the delinquent assessment and shall be imposed only once on each regular or special assessment or installment of such assessments.

The Association shall be entitled to a lien that may be enforced upon compliance with the provisions of ORS 100.450. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting owner for the use of his Unit or shall be entitled to the appointment of a receiver pursuant to ORS 100.460. Liability for all assessments, fines, charges, interest, fees (including attorneys' fees, whether or not a suit or an action is commenced), and other sums owing by the Unit owner pursuant to the Declaration, these Bylaws, the Oregon Condominium Act and rules and regulations of the Association, shall be the personal obligation of the Unit owner and may be enforced by suit for a money judgment, in addition to all other remedies of the Association. Any default by the owner in any provisions of these Bylaws or of the Oregon Condominium Act shall be deemed to be a default by the owner of any mortgage to which the owner is a party or to which the Unit is subject.

6.7 Maintenance and Repair.

6.7.1 Owner's Duty to Maintain. Every owner shall perform promptly all maintenance and repair work that is needed within his own Unit to prevent any negative effect on the common elements of the Condominium or a part thereof belonging to other owners, and every owner shall be responsible for the damages and liabilities that his failure to maintain and repair may cause, including, but not limited to, damage caused by plugged toilets and bath drains, overloaded electrical outlets, and clothes washer and dishwasher overflow.

6.7.2 Owner's Expenses. All repairs of internal installations of each Unit, such as water, lights, gas, power, sewage, telephones, air conditioners, heaters, and sanitary installations, doors, windows, lamps and all other accessories and appliances belonging to the Unit area, shall be at the sole expense of the owner of such Unit.

6.7.3 Reimbursement of Association. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements and/or facility that was damaged through such owner's fault and that is not otherwise covered by insurance policies carried by the owner or the Association for the owner's and the Association's benefit. In such circumstances, the insurance obtained by the owner shall be deemed to be the primary coverage.

6.8 Right of Entry; Easement for Maintenance; Encroachments.

6.8.1 Association Right of Entry. In case of an emergency originating in or threatening his Unit, an owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association, whether the owner is present at the time or not.

6.8.2 Easement for Maintenance. An easement for the benefit of the Association is hereby reserved in and through all Units and the common elements providing access at reasonable times and with reasonable notice for purposes of maintenance, repair, and replacement of the common elements. If, in the process of such repair and maintenance by the Association, it is necessary to alter or damage any Unit or common elements, such alterations or damages shall be permitted without compensation, provided that the Unit and/or common elements are promptly restored to substantially their prior condition by the Association.

6.8.3 Encroachment. If any portion of the common elements encroaches upon a Unit, or a Unit encroaches upon any portion of the common elements, a valid easement for the encroachment and for the maintenance of the same, so long as the affected Unit or common element stands, shall and does exist. In the event that the affected Unit or common element or either is partially or totally destroyed and then rebuilt, the owners of the Units agree that minor encroachment of parts of the common elements due to such rebuilding shall be allowed and an easement shall exist for such purpose.

ARTICLE 7

USE AND OCCUPANCY RESTRICTIONS; RULES OF CONDUCT

The failure of an owner (his family, invitees or tenants) to comply with the rules of conduct and restrictions set forth herein, in the Declaration, or others promulgated by the Board of Directors, shall be cause for which the Board of Directors may deny or restrict such owner's right to use any common element facility with respect to which such owner otherwise had a right of use.

7.1 Use as Private Dwelling Only. Each Residential Unit shall be used for residential purposes only. The five "D" and one "F" style Residential Units shall be owned by a single party and shall be held for rent to those persons whom the owner of such Units, in its discretion, deems are in need of subsidized rental housing. These "rental only" Units are Unit Nos. 207, 209, 307, 407, 507, and 607. The Retail Units shall be used for retail or office purposes only, but shall not be used for gambling of any kind, live entertainment, or for the sale, distribution, exhibition or dissemination of pornographic, lewd, or lascivious materials, products, or entertainment. While there shall not be any restriction on hours of operations of any establishment located in the Retail Units, no uses which emanate sounds exceeding normal speaking voices shall be carried on after 10:00 p.m. or before 7:00 a.m. of any day. No Unit owner shall be permitted to lease his Unit for a period of fewer than thirty (30) days. No Unit owner may lease less than the entire Unit. Any agreement to lease a Unit shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the

Bylaws and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease. Leasing of units shall be governed by Section 7.9 of these Bylaws.

7.2 Restriction on Alteration to Unit. No owner shall make structural alterations or installations in his Unit without previously notifying the Association in writing by certified mail to the management agent, if any, or to the Chairperson of the Board of Directors, if no management agent is employed. The Association shall answer within thirty (30) days of receipt of such notice, and failure to do so within the stipulated time shall mean that it does not object to the proposed alteration or installation. Provided, however, that nothing herein contained shall waive or limit an owner's obligation to comply with the provisions of ORS 100.535.

7.3 Use of the Common Elements. No owner shall place or cause to be placed in the lobbies, vestibules or stairways or on the patios, decks, ramps, or other common elements of the Condominium of a similar nature. any furniture, packages or objects of any kind, except that suitable furniture may be placed on the decks and patios without the prior written consent of the Board of Directors. Such areas shall not be used for any purpose that is not appropriate, customary and acceptable to the Board of Directors.

7.4 Pets. No pets except dogs and cats shall be permitted on the condominium property and no more than a total of two (2) pets shall be permitted. No owner may keep a pet in his Unit without the prior written consent of the Board of Directors. Any Unit owner who is given such authorization and who maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Association, each of its members, and the Declarant, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall be registered and inoculated as required by law. Further, such owner shall abide by the Municipal Sanitary Regulations, leash laws, and rules or regulations of the Association created by the Board of Directors. The Board of Directors shall have the power to require any owner or occupant whose pet is a nuisance, to remove such pet from the premises. When outside the Unit and on the common elements, all pets shall be on a leash, carried in arms, or in a pet carrier. All dogs on a leash shall be muzzled.

7.5 Appearance of Condominium Building(s). No Unit owner shall cause anything to be hung, displayed, or placed on the walls, railings, doors, windows, walkways, patios, fences, ceilings of walkways or roof of the Condominium building(s) or any other common element or otherwise change the appearance of any portion of the common elements without the prior written consent of the Board of Directors. Each Unit owner shall provide draperies, mini-blinds or other window coverings at all windows, which window coverings shall be lined with white materials, sufficiently opaque so as to not disclose the color of the interior portion of such window coverings. No clothes lines or similar devices and no "For Sale" or "For Rent" signs shall be allowed on any part of the Condominium property without the prior written consent of the Board of Directors, except that the Declarant may post reasonable signs advertising any unit for sale or rent in reasonable places on the Condominium property. No signs displaying tobacco and/or alcohol products are permitted to be hung or placed on the exterior of the Condominium

building or in any window without the approval of the Board of Directors. This prohibition is in addition to any other restrictions on signs in the Bylaws or the Declaration.

7.6 Nuisances. No nuisances or any use or practice that is the source of annoyance to residents or that interferes with the peaceful possession and proper use of the property by its residents shall be allowed upon the Condominium property. Residents shall exercise extreme care about creating disturbances, making noises or using musical instruments, radios, televisions and amplifiers that may disturb other residents. All parts of the Condominium shall be kept in a clean and sanitary condition; no rubbish, refuse or garbage shall be allowed to accumulate; and no fire or environmental hazard shall be allowed to exist. All garbage and trash shall be placed inside disposal containers. No Unit owner shall make or permit any use of his Unit or make any use of the common elements that would increase the cost of insurance upon the Condominium property.

No owner shall hang garments, towels, rugs or similar items from any window, facade, deck, patio, fence, railing, balcony or terrace of the Condominium or hang or shake dust rags, mops or similar items from any window, porch, terrace or patio, or clean such items by beating them on an exterior part of the Condominium.

7.7 Improper, Offensive or Unlawful Use. No improper, offensive or unlawful use shall be made of the Condominium property or any part of it; all valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction shall be observed. The responsibility for meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the property concerned.

7.8 Restriction on Exterior Installations. No owner, resident or tenant shall install wiring for electrical or telephone installation, exterior antennae, satellite dishes, machines or air conditioning units or similar devices on the exterior of the Condominium building(s) or cause them to protrude through the walls or the roof of the Condominium except as authorized by the Board of Directors. No window guards, awnings or shades shall be installed without the prior consent of the Board of Directors.

7.9 Leasing/Renting Units. Subject to approval by the Board of Directors, a Unit owner may rent or lease such owner's entire Unit for a period of not less than thirty (30) days, provided that the occupancy is only by the lessee, his visitors and guests. No rooms may be rented and no transient tenants may be accommodated. Before entering into any such agreements, a Unit owner shall notify the Board of Directors of his intent, the name and address of the proposed tenant, and the circumstances of proposed arrangement. If the Board of Directors finds that such proposed tenancy shall not be detrimental to the Association, the well-being of the Condominium, or the enjoyment by other Unit owners of their Units and the common elements, it shall approve such tenancy. Provided, however, that such tenants shall always be under the control of and subject to the Declaration, and Supplemental Declaration, Bylaws, rules and regulations of the Association and the Board of Directors. At any time during the tenancy, the Board of Directors may cause its termination and evict such tenants for cause

with or without joining the Unit owner of such Unit in any such action. All such leases shall be in writing.

7.10 Additional Rules. Rules and regulations concerning other use of the Condominium property, including a fine schedule for violation thereof, may be made and amended from time to time by the Association or the Board of Directors. Copies of such rules and regulations shall be furnished to all Unit owners and residents of the Condominium upon request.

7.11 Covenants, Conditions, Restrictions and Easements in Other Documents. In addition to the provisions of the Declaration, the Article of Incorporation, the Bylaws and any rules or regulations promulgated thereunder, each owner of a Unit in the Condominium is subject to covenants, conditions, restrictions, easements and assessments as set forth in the following instruments:

Conditions and restrictions as established by the City of Portland,
For: Design Review
Variance: LUR 98-00226
Recorded: July 23, 1998, Recorder's No. 98130637

A covenant and agreement entitled "Agreement and Restrictive Covenant"
Executed by: Innovative Housing, Inc.
In favor of: the City of Portland
Recorded: August 26, 1998, Recorder's No. 98152841

Conditions and restrictions as established by the City of Portland,
For: Facade alterations to previously approved condominium
Ordinance No.: LUR 99-00432 DZ
Recorded: August 3, 1999, Recorder's No. 99148844

Matters contained in that certain document entitled "Maintenance Agreement", dated August 5, 1999, by and between Innovative Housing, Inc. and the City of Portland, recorded August 30, 1999, Recorder's No. 99 164693, which document, among other things, contains or provides for: "Stormwater Quality Control Facilities".

ARTICLE 8 **INSURANCE**

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided, including insurance for such other risks of a similar or dissimilar nature as are or hereafter customarily shall be covered with respect to other condominiums similar in construction, design and which insurance shall be governed by the provisions in this numbered section.

8.1 Types of Insurance Policies. For the benefit of the Association and the 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 to the extent that it is available at reasonable cost:

8.1.1 A policy or policies of property insurance, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, for the full insurable replacement value, if available, of all Units and common elements, and such other fire and casualty insurance as the Board of Directors shall determine, to give substantially equal or greater protection to the owners and their mortgagees, as their respective interests appear, which policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, if any, of each Unit. For the purposes of any policy or policies of fire insurance, the term "building" shall include fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Condominium Units initially installed or replacement thereof, in accordance with the original Condominium plans and specifications, or installed by or at the expense of any Unit owner or owners.

8.1.2 A policy or policies insuring the Association, its Board of Directors, the Unit owners individually, and the manager against any liability to the public or the owners of Units and their invitees or tenants, incident to the ownership, supervision, control or use of the project. Limits of liability under such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence for bodily injuries and property damage. Such limit and coverage shall be reviewed at least annually by the Board of Directors which, in its discretion, may increase either. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of a named insured under the policy or policies shall not be prejudiced with respect to his action against another named insured.

8.1.3 Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

8.1.4 A fidelity bond naming such persons as may be designated by the Board of Directors as principals and the Association and the owners as obligees, for the amount determined by the Board of Directors. Provided, however, that the Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds obtain adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

The Association shall not be responsible for any loss or damage to personal property of any owner, whether stored on the common elements or in the owner's Unit; nor shall the Association maintain any insurance coverage for such loss.

8.2 Insurance Companies Authorized. All policies shall be written by a company licensed to do business in Oregon and holding a "Commissioner's rating" of "A+" and a size rating of "AAA," or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and directors.

8.3 Authority to Adjust Losses. All losses under policies hereafter in force regarding the property shall be settled exclusively with the Board of Directors or its authorized representative; provided, however, that where a first mortgagee has been designated as a loss payee by a Unit owner and such first mortgagee has requested the opportunity to exercise the rights provided by this Article 8, such mortgagee shall be entitled to settle losses as to the mortgaged Unit, provided that the loss which occurs is severable. Releases and proofs of loss shall be executed by at least two directors.

8.4 Value of Owner Improvements. Each owner must inform the Board of Directors of the value of improvements made to his Unit in excess of One Thousand Dollars (\$1,000) so that the Board of Directors may make any desired adjustments in insurance coverage. Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the Board of Directors pursuant to Article 7.

8.5 Provisions in Insurance Policies. The Board of Directors shall make every effort to secure insurance policies that provide for the following:

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

8.5.2 A provision that the master policy on the Condominium cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual owners.

8.5.3 A provision that the master policy on the Condominium cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors or the manager without prior demand in writing that the Board of Directors or manager cure the defect.

8.5.4 A provision that any "no other insurance" clause in the master policy exclude individual owners' policies and not otherwise prevent such individual policies from providing coverage for damage to Units or common elements.

8.6 Reconstruction Costs. If the Association is required or elects to reconstruct any common element or Unit that has been damaged or destroyed, an affected Unit owner (i.e., the owner whose Unit or limited common element has been damaged or destroyed) shall contribute to the Association all amounts received by such owner from property loss insurance policies to help pay for the repairs. To the extent that such insurance proceeds are unavailable or unpaid when needed, the Association shall assess such owner the amount of the Association's "deductible" under its policy to pay the cost of repairing or reconstructing such owner's Unit or limited common elements. Such assessment shall be both a personal obligation of such owner and a lien against such owner's Unit in the same manner as any other Association assessment.

8.7 Insurance Deductible/Owner and Tenant Insurance. The Board of Directors shall determine the amount of the deductible for property loss insurance policies, as well as other insurance policies required to be procured by the Association under this Article 8. In

determining the deductible under the policies, the Board shall take into consideration, among other factors, the availability, cost, and loss experience of the Association. In this regard, as in other Board responsibilities, the Board members shall exercise their reasonable business judgment.

The Association shall have no responsibility to procure or assist in procuring property loss insurance for any owner or tenant for: (a) 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 normally covered by fire and property loss insurance policies with extended coverage endorsements); or (b) for any damage or loss to the owner's or tenant's personal property. Owners shall 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 shall be provided to the Association's Secretary by the Unit owner. Tenants shall be responsible for insuring their own personal property for any loss or damage. The Board of Directors shall notify all owners of the amount of the deductible under the Association policies. To the extent reasonably practicable, the Board of Directors 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 shall procure and maintain comprehensive liability policies having combined limits of not less than Fifty Thousand Dollars (\$50,000) for each occurrence. Such insurance shall provide coverage for, without limitation, the negligent acts of the owner(s) and tenant(s) and their guests or other occupants of the Unit(s) for damage to the general and limited common elements and other Units and the personal property of others located therein.

8.8 Review of Insurance Policies. At least annually, the Board of Directors shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing the master policy.

8.9 Duplicate Insurance Coverage. In the event of duplicate insurance coverage, the insurance policy obtained by the owners shall be deemed to be the primary coverage.

ARTICLE 9

DAMAGE AND DESTRUCTION

9.1 Insurance Proceeds Sufficient to Cover Loss. In case of fire, casualty or any other damage and destruction, the insurance proceeds of the master policy, if sufficient to reconstruct the buildings damaged or destroyed, shall be applied to such reconstruction.

9.2 Insurance Proceeds Insufficient to Cover Loss. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed buildings, the damage to, or destruction of, such buildings shall be promptly repaired and restored by the manager or the Board of Directors, using the proceeds of insurance, if any, on such buildings for that purpose and all the Unit owners shall be liable for assessment for any deficiency for such reconstruction, such deficiency to take into consideration as the owner's contribution any individual policy insurance proceeds

provided by such owner. Provided, however, that if three-fourths (3/4ths) or more in value of all the buildings is destroyed or substantially damaged, and if the owners of at least sixty percent (60%) of the Units so vote, and upon written approval of holders of first mortgages that represent at least fifty-one percent (51%) of the votes of mortgaged Units in the Condominium, the manager or Board of Directors shall record with the County Recorder a notice setting forth such facts, and upon the recording of such notice:

9.2.1 The Condominium property shall be deemed to be owned in common by the owners.

9.2.2 The respective interest of each Unit owner in the property shall be determined by the provisions of ORS 100.610 that are in effect on the date the Condominium Declaration is recorded.

9.2.3 Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interests of the owners in the project.

9.2.4 The Condominium shall be subject to an action for partition at the suit of any owner. If a decree of partition orders the sale of the Condominium property, the net proceeds of sale, together with the net proceeds of the policies of insurance on the Condominium, if any, shall be considered as one fund and shall be divided among all of the owners in proportion to their respective undivided interests, after first paying, out of the respective shares of the owners, to the extent such share is sufficient for the purpose, all liens on the undivided interest in the project owned by each owner.

9.3 Architectural Changes After Damage or Destruction. Reconstruction of the damaged or destroyed building as used in this Article means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or disaster and shall be performed substantially in accordance with the Declaration and the original plans and specifications unless other action is approved in writing by holders of first mortgages that represent at least fifty-one percent (51%) of the votes of mortgaged Units in the Condominium. Such reconstruction shall be accomplished under the direction of the manager or the Board of Directors. Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of sufficient owners, amend these Bylaws, cause an amendment to be made to the Condominium documents so as to facilitate architectural changes that the owners affected thereby and the Association deem desirable if, and only if, the partial or total destruction of the Condominium, or any buildings thereof, by fire, casualty or any other disaster is so great as to require the substantial reconstruction of the whole of the Condominium, or said buildings, and upon written approval by holders of first mortgages that represent at least fifty-one percent (51%) of the votes of mortgaged Units in the Condominium. Provided, however, that any such amendment of such Condominium documents shall be valid only upon (1) compliance with all applicable provisions of the Oregon Condominium Act; (2) approval by the Oregon Real Estate Commissioner; (3) recording thereof with the recording officer of Multnomah County; and (4) recording with that recording officer of the approval thereof of each mortgagee and each other lienholder of record having a lien against any part of the project, or building, affected by such amendment.

9.4 Reallocation of Percentage Interest. In the event of a partial destruction of the Condominium buildings or Units therein, the Unit owners may not reallocate percentages of interest in the common elements without the prior approval of the Mortgagees of all the remaining Units, whether existing in whole or in part. Any such reallocation shall also comply with the Oregon Condominium Act and other provisions of the Declaration, any applicable Supplemental Condominium Declaration and the Bylaws.

ARTICLE 10 CONDEMNATION

The Board of Directors shall have the sole authority to negotiate with any public or private body or person having the power of eminent domain and to sue or defend in any litigation involving such bodies or persons with respect to the common elements of the Condominium and shall assist any Unit owner whose Unit or a part thereof, is the subject of any condemnation or eminent domain proceeding. Provided, however, that nothing in this or any document or agreement relating to the Condominium shall be construed to give a Unit owner or any party priority over the rights of the first mortgagees of any Condominium Units in the case of a distribution to the Unit owner of any such condemnation awards for losses to or a taking of a Unit and/or the common elements. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, for the use and benefit of the Unit owners and their mortgage holders as their interest may appear. The Board of Directors shall distribute the proceeds of any such award or settlement on a reasonable and equitable basis among the Unit owners.

ARTICLE 11 AMENDMENTS TO BYLAWS

These Bylaws may be amended by the owners holding a majority of the total voting rights allocated to the Units in a duly constituted meeting or ballot meeting called for such purpose, and no amendment shall take effect unless approved by owners holding a majority of the voting rights as otherwise set forth in the Declaration. Any amendments adopted hereunder shall be reduced to writing and certified by the Chairperson and Secretary of the Association to be the amendment so adopted by the Association. Such amendment so certified shall be recorded in the Deed Records of Multnomah County, Oregon. Provided, however, that no amendment of these Bylaws reducing or eliminating the right of any first mortgagee shall be made without the prior written consent of such first mortgagees. Provided, further, that no amendment of these Bylaws may be made without the consent of the Declarant so long as the Declarant owns any Unit in the Condominium, but no such consent shall be required after conveyance to owners other than the Declarant of seventy-five percent (75%) of the Units or three (3) years after the first conveyance of a Unit in the Condominium, whichever is earlier. Provided, however, that even thereafter, no amendment may limit the Declarant's special rights, whether reserved in the Declaration, these Bylaws, or as otherwise provided by law. **ANY AMENDMENTS TO THESE BYLAWS MADE WITHIN FIVE (5) YEARS OF THE RECORDING DATE HEREOF**

MUST BE APPROVED BY THE OREGON REAL ESTATE COMMISSIONER PRIOR TO RECORDING. No amendment to this Article 11 or any provision of these Bylaws which restricts the use of the Retail Units shall be made without the approval of the owners of such Retail Units.

ARTICLE 12 **RECORDS AND AUDITS**

12.1 General Records. The Board of Directors and the managing agent or manager, if any, shall keep detailed records of the actions of the Board of Directors and the managing agent or manager, minutes of the meetings of the Board of Directors and minutes of the meetings of the Association. The Board of Directors shall maintain a list of owners entitled to vote at meetings of the Association and a list of all mortgagees of Units insofar as such names have been provided to the Board by the owner or mortgagee.

12.2 Records of Receipts and Expenditures. The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Unit owners and mortgagees during convenient weekday hours.

12.3 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.

12.4 Payment of Common Expenses. The Board of Directors shall authorize the Treasurer, the management agent, or another specified party, to pay all legitimate expenses of the Association. Such payments shall be made pursuant to the payment system instituted by the Board of Directors as described in Section 4.3.4 of these Bylaws.

12.5 Reports and Audits. The Board of Directors shall prepare or cause to be prepared an annual report of the receipts and expenditures of the Association and a balance sheet and income and expense statement setting forth the financial condition of the Association as of the end of each year. The report shall be prepared according to generally accepted accounting procedures and shall be distributed to all Unit owners within ninety (90) days after the end of each fiscal year. At any time and at his own expense, any owner or mortgagee may cause an audit or inspection to be made of the books and records of the Association.

12.6 Notice of Sale, Mortgage, Rental or Lease. Immediately upon the sale, mortgage, rental or lease of any Unit, the Unit owner shall promptly inform the Secretary or manager of the name and address of such vendee, mortgagee, lessee, or tenant. This obligation is in addition to those set forth in Section 7.9.

12.7 Annual Report. The Board of Directors shall cause an Annual Report, including any amendments, to be filed with the Oregon Real Estate Agency, pursuant to the provisions of ORS 100.250 and ORS 100.260.

ARTICLE 13 **COMPLIANCE**

These Bylaws are intended to comply with the provisions of the Oregon Condominium Act, which are incorporated herein and to supplement the provisions of the Condominium Declaration. If any of the provisions hereof conflict with the provisions of said statutes, the statutory provisions shall apply. If any of the provisions hereof conflict with the provisions of the Declaration, the provisions of the Declaration shall apply.

ARTICLE 14 **INDEMNIFICATION OF DIRECTORS,** **OFFICERS, EMPLOYEES AND AGENTS**

The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the act that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to be reimbursed, should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefitted from the acts which created said liability.

ARTICLE 15
ASSESSMENT AND FINE COLLECTION COSTS;
ENFORCEMENT SUITS AND ACTIONS

Whether or not suit or action is commenced, Unit owners shall be obliged to pay reasonable fees and costs including, but not limited to, attorney's fees (whether or not suit or action is commenced) incurred in connection with efforts to collect delinquent and unpaid assessments, fines and enforcement of the Declaration, Bylaws or rules and regulations of the Association. In addition to the assessment for operating expenses and the funding of reserves, such assessments may include fees, late charges, fines and interest imposed pursuant to ORS 100.405(4)(i)(j)(k).

In the event suit or action is commenced by the Directors for the collection of any amounts due pursuant to these Bylaws or for the enforcement of any provisions of the Bylaws or of the Oregon Condominium Act, the owner or owners, jointly and severally, will in addition to all other obligations, pay the costs of such suit or action, including reasonable attorneys' fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees in the appellate court to be fixed by such court.

ARTICLE 16
MISCELLANEOUS

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

16.2 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.

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

It is hereby certified that these Bylaws have been adopted by Innovative Housing, Inc., Declarant of Cornerstone Condominium, and will be recorded in the Deed Records of Multnomah County, together with the Condominium Declaration for said Condominium, after said Declaration and Bylaws are approved by the Assessor of said County.

DATED this 21 day of SEPT, 2000.

INNOVATIVE HOUSING, INC.

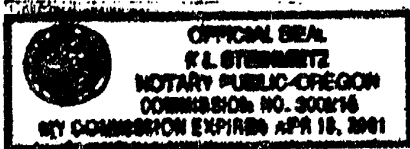
By: RE Austin
Ralph E. Austin
Its: Executive Director

STATE OF OREGON)
 MULTNOMAH)
County of 21 SEPTEMBER, 2000)

ss. 21 SEPTEMBER, 2000

Personally appeared Ralph E. Austin who, being duly sworn, did say that he is the Executive Director of Innovative Housing, Inc., an Oregon non-profit corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

[Signature]
NOTARY PUBLIC FOR OREGON



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

C06 3
Total : 31.00

ATVLM

After Recording Return to:
Vial Fotheringham, LLP
7000 SW Varns Street
Portland, OR 97223

2007-125553 07/12/2007 10:54:02am

**FIRST AMENDMENT TO
THE BYLAWS OF
CORNERSTONE CONDOMINIUM**

This First Amendment to the Bylaws of Cornerstone Condominium is made this 14th day of May, 2007 by the Cornerstone Condominium Association ("Association").

RECITALS

A. Cornerstone Condominium (the "Condominium") is a condominium created and governed by the following documents recorded October 6, 2000, in the Records of Multnomah County, Oregon:

Condominium Declaration for Cornerstone Condominium, recorded as Document No. 2000-139324 (the "Declaration").

Bylaws of Cornerstone Condominium, recorded as Document No. 2000-139325 (the "Bylaws").

Plat of Cornerstone Condominium, recorded as Document No. 2000-139323 in Book 1248 on pages 54-58.

B. Pursuant to Article 11 of the Bylaws, the Association hereby amends the Bylaws in the manner set forth below.

NOW, THEREFORE, Article 6, Section 6.1 is amended to read:

6.1. Assessments.

(a) All owners shall be obligated to pay assessments imposed by the Association to meet all the Condominium's common expenses, which shall include premiums for insurance required or permitted under Article 8 of these Bylaws. In the discretion of the Board of Directors, the assessments may be made payable semi-annually, quarterly or monthly. All of the reserve accounts set up pursuant to these Bylaws shall be funded by allocation and payment from the assessment of Unit owners. The assessment of all Unit owners who may be benefited by expenditure of reserve funds may be increased as necessary, so the reserve fund in question can be maintained in an amount sufficient to meet the needs for which such fund was established.

(b) Except as otherwise provided in the Declaration or these Bylaws, each Unit shall be liable for the common expense in the same percentage as the percentage of ownership in the common elements allocated to such Unit.

LAWYERS 07 AD 92-131

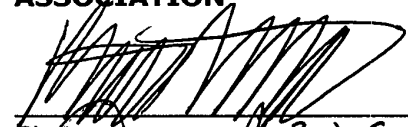
RECORDED BY OREGON TITLE AS AN ACCOMMODATION ONLY NO LIABILITY IS ACCEPTED FOR THE CONTENT OF TITLE OR FOR THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS DOCUMENT

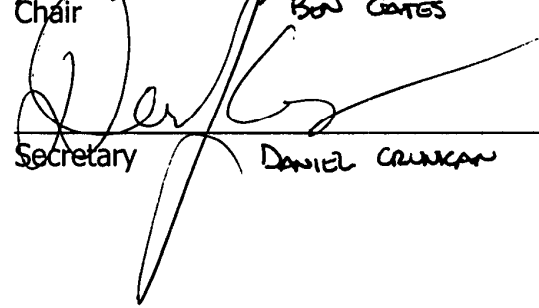
3

However, the expense of maintaining the limited common elements pertaining to the Retail Units is allocated equally between the two Retail Units. The expense of maintaining the limited common elements pertaining to the Residential Units is allocated among the Residential Units based on the percentage set forth in Section 3.4 of the Declaration.

- (c) Upon the transfer of any Unit, a contribution shall be made to the working capital of the Association equal to three (3) months of the Association assessments for the Unit. The contribution is in addition to any other assessments or fee obligations and shall not be used as a prepayment of assessments. All amounts paid pursuant to this section shall be allocated to the general operating reserve provided in Section 6.1.2.2 of these Bylaws at the discretion of the Board of Directors. Transfer, as used in this section, shall not include a transfer to a trustee of a living trust from the settlor of the trust or a transfer to the heirs of a deceased Unit Owner.
- (d) Certain services provided through the Association, such as basic cable television service, may be billed on a per unit basis rather than on the basis of percentage ownership.
- (e) The assessment of Units shall include the following items, which shall be common expenses:

**CORNERSTONE CONDOMINIUM
ASSOCIATION**

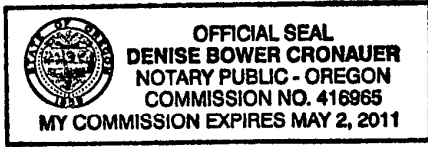
By: 
Chair Bob GATES

By: 
Secretary DANIEL CRONKAN

CERTIFICATION

The undersigned Chair and Secretary of the Cornerstone Condominium Association hereby certify that this **First Amendment to the Bylaws of Cornerstone Condominium** has been approved by the Unit Owners by at least a majority of the voting power of the Association pursuant to Article 11 of the Bylaws and ORS 100.410.

**CORNERSTONE CONDOMINIUM
ASSOCIATION**



By: [Signature]
Chair Ben Gates

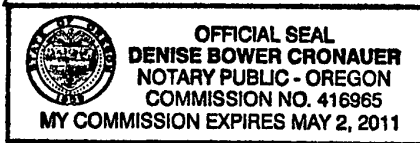
By: [Signature]
Secretary Daniel Cronauer

STATE OF OREGON)
County of Multnomah)^{ss}

The foregoing instrument was acknowledged before me this 10th day of May, 2007, 2006 by Ben Gates, the Chair of the Cornerstone Condominium Association on its behalf.

[Signature]
Notary Public for Oregon
My Commission

Expires: May 2, 2011



STATE OF OREGON)
County of Multnomah)^{ss}

The foregoing instrument was acknowledged before me this 10th day of May, 2007, 2006 by Daniel Cronauer, the Secretary of the Cornerstone Condominium Association on its behalf.

[Signature]
Notary Public for Oregon
My Commission

Expires: May 2, 2011

Multnomah County Official Records
R Weldon, Deputy Clerk

2013-160786

WHEN RECORDED, RETURN TO:
Vial Fotheringham LLP
7000 S.W. Varns Street
Portland, Oregon 97223-8006
(503) 684-4111



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12/16/2013 11:10:33 AM

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\$25 00 \$11 00 \$15 00 \$10 00

**SECOND AMENDMENT
TO BYLAWS OF
CORNERSTONE CONDOMINIUM**

This Second Amendment to Bylaws of Cornerstone Condominium is made by the Cornerstone Condominium Association, an Oregon nonprofit corporation (the "Association").

RECITALS

A. Cornerstone Condominium (the "Condominium") is a condominium, located in Multnomah County, Oregon. The Condominium was created pursuant to the following documents recorded October 6, 2000 in the records of Multnomah County, Oregon:

1. Condominium Declaration for Cornerstone Condominium, recorded as Document No. 2000-139324 ("Declaration").
2. Bylaws of Cornerstone Condominium, recorded as Exhibit "B" to the Declaration, as Document No. 2000-139325 ("Bylaws").
3. Plat of Cornerstone Condominium, recorded as Document No. 2000-139323 in Book 1248 on pages 54-58, Plat Records.

B. The Association is the Cornerstone Condominium Association, an Oregon nonprofit corporation, formed pursuant to the Declaration, Bylaws and Articles of Incorporation filed August 17, 2001, in the office of the Oregon Secretary of State, Corporation Division.

C. The Association and unit owners of the Condominium wish to amend provisions of the Bylaws relating to the rental and lease of units in the manner set forth below.

NOW, THEREFORE, pursuant to Article 11 of the Bylaws and ORS 100.410, the Association hereby amends the Bylaws in the manner set forth below:

I. Article 7, Section 7.9 of the Bylaws is deleted in its entirety and replaced with the following language:

7.9 Leasing/Renting Units.

(a) Restrictions. Unit owners and Units are subject to the following restrictions:

- (1) A Unit owner may not rent or lease less than the entire Unit.
- (2) A Unit owner may not rent or lease a Unit for transient or hotel purposes.
- (3) A Unit may not be rented or leased for a period of less than thirty (30) consecutive days.

(b) Rental and Lease Agreement; Copies of Documents.

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

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

(B) The tenant must comply with all applicable requirements of the documents specified in Subparagraph (A) of this paragraph.

(C) Failure by a tenant to comply with the terms of the documents specified in Subparagraph (A) of this paragraph constitutes a default under the rental or lease agreement.

(2) Copies of Documents Requirement to Be Provided Tenants. The Unit owner shall provide the tenant with a copy of the Declaration and the Bylaws, including any amendments to the documents, and all rules and regulations then in effect and shall obtain a receipt or confirmation of delivery of the documents. The Unit owner shall provide a copy of the receipt or confirmation to the Board of Directors.

(c) Statement of Unit Occupancy Information.

(1) All Unit owners shall provide the Board of Directors with a Statement of Unit Occupancy Information. The statement shall be kept on file with the books and records of the Association. The Statement of Unit Occupancy Information shall:

(A) Be on a form prescribed by resolution of the Board of Directors.

(B) Contain a statement of whether or not the Unit is occupied by the Unit owner. If not, state the name of the occupants.

(C) State the day and night telephone numbers of the occupants.

(D) State the term of any rental or lease agreement.

(E) Be kept current by the Unit owner.

(2) The information required under Subsection (1) of this section is to enable the Association to comply with this section, to respond to requests for statistical occupancy information relating to unit sales, financing of units, insurance, and other similar matters, and for contact information in the case of emergencies. Under ORS 100.480(8)(b)(G), Statements of Unit Occupancy Information and specific information contained in the forms are not available for inspection or duplication by owners.

(d) Remedies. Pursuant to rules adopted under Section 7.10 below, if an Owner rents or leases a Unit in violation of Subsection (a) of this section or the Board of Directors determines that a tenant has violated a provision of the Declaration, Bylaws, any amendments thereto or rules and regulations, after the Unit owner of the rented or leased Unit is given notice and an opportunity for a hearing as prescribed in the adopted resolution, the Board of Directors may:

(1) Assess fines against the Unit owner and Unit owner's Unit in an amount to be determined by the Board of Directors pursuant to a schedule of fines adopted by the Board in accordance with the Oregon Condominium Act.

(2) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including an action to require the Unit owner to terminate the rental or lease agreement, terminate the tenancy and evict the tenant.

(e) Rules. Pursuant to Section 7.10 below, and pursuant to Section 8.2 of the Declaration, the Board of Directors may adopt by resolution such rules as the Board deems necessary to implement this section.

(f) Expenses Incurred through Tenant's Action. Expenses incurred through the tenant's fault or direction, fines, charges and expenses incurred in enforcing the Declaration, these Bylaws and rules and regulations with respect to the tenant, and for any costs incurred by the Association in connection with any action under this section, including reasonable attorney fees, are individual assessments against the Unit owner and Unit.

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

Dated this 3rd day of November, 2013.

CORNERSTONE CONDOMINIUM ASSOCIATION

By: Andrea K. Pioppa
Chairperson

By: [Signature]
Secretary

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CERTIFICATION

The undersigned Chairman and Secretary of the Cornerstone Condominium Association hereby certify that the within Second Amendment to the Bylaws of Cornerstone Condominium has been approved pursuant to Article 11 of the Bylaws and ORS 100.410.

CORNERSTONE CONDOMINIUM ASSOCIATION

By: Andrea K. Piazza
Chairperson

By: [Signature]
Secretary

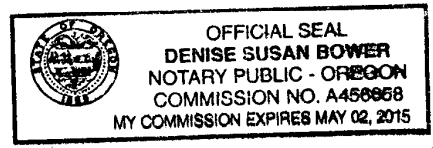
STATE OF OREGON)
) ss
County of Washington)

The foregoing instrument was acknowledged before me on the 22nd day of November, 2013 by Andrea Piazza,
Chairperson of the Cornerstone Condominium Association, on its behalf.



[Signature]
Notary Public for Oregon
My Commission Expires: June 03, 2017

STATE OF OREGON)
) ss
County of Multnomah)



The foregoing instrument was acknowledged before me on the 1st day of November, 2013 by John Lovington,
Secretary of the Cornerstone Condominium Association, on its behalf.

Denise Susan Bower
Notary Public for Oregon
My Commission Expires: May 2, 2015

Recorded in the County of Multnomah, Oregon

C. Swick, Deputy Clerk

Total : 134.00

2000-139324 10/06/2000 03:31:54pm ATESL

G11 24 REC SUR DOR OLIS
120.00 3.00 10.00 1.00

After Recording Return To:
Landye Bennett Blumstein LLP
3500 Wells Fargo Center
1300 SW Fifth Avenue
Portland, Oregon 97201

**CONDOMINIUM DECLARATION
FOR
CORNERSTONE CONDOMINIUM**

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**CONDOMINIUM DECLARATION
FOR
CORNERSTONE CONDOMINIUM**

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

Recitals, Intent and Purpose

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

NOW, THEREFORE,

Declaration

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

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

1.1 **Association** shall mean and refer to the Cornerstone Condominium Association which shall be an Oregon nonprofit corporation.

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

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

1.4 **Retail Unit** means either of the two Units located on the first floor, the occupancy of which is limited to certain retail and office uses.

1.5 **Residential Unit** means any of the remaining Units, the occupancy of which is limited to residential uses.

1.6 **Residential and Retail Units** mean the airspace encompassed by the undecorated interior surface of the perimeter walls, floors and ceilings which is owned in fee simple by each owner of a Condominium Unit and which is more specifically described in Section 3.2 of this Declaration.

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

3. **Name and Unit Description.**

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

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

3.2.1 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

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

In interpreting deeds, mortgages, deeds of trust and other instruments, for any purpose whatsoever or in connection with any matter, the existing physical boundaries of Unit or of a Unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movement of

the building and regardless of variances between boundaries as shown on the plat being recorded simultaneously with this Declaration (the "Plat") and those of the actual building or buildings.

3.3 Building Description and Unit Designation. The Real Property has one building thereon in which forty-eight (48) Units are located. The Condominium building is constructed over a concrete slab with concrete footing and masonry or concrete walls on the first floor with wood and metal framing in some portions. The upper floors are of wood frame construction. A concrete slab separates the first floor Retail Units from the second floor Residential Units. The vertical and horizontal boundaries, number designation, location and dimension of each Unit are shown on the Plat.

3.4 Allocation of Common Element Interests. The allocation to each Unit of an undivided interest in the common elements was determined by dividing the sum of the rounded square footage of all Units into the rounded square footage of each respective Unit. For purposes of this calculation, the square footages of Residential Units were rounded to 300 (for Unit styles D & F), 500 (for Unit styles A, B, C and E), and 800 (for Unit style G) and the square footage of the Retail Units was rounded to 1000 square feet. Accordingly, the square footage of six Residential Units was rounded to 300, the square footage of 36 Residential Units was rounded to 500 and the square footage of four Residential Units was rounded to 800. This rounded calculation yielded 25,000 total square feet for all Units, 23,000 square feet for the Residential Units and 2,000 square feet for the Retail Units.

The numerical designation, square footage area and percentage of ownership in common elements of each Unit are as follows:

<u>Unit No.*</u>	<u>Unit Style</u>	<u>Square Footage Area</u>	<u>Rounded Sq. Footage</u>	<u>Percentage Ownership in Common Elements</u>	<u>Percentage Obligation for Limited Common Element Expense**</u>
101	Retail	1,070	1,000	4.0%	50.0%
102	Retail	969	1,000	4.0%	50.0%
					100.00%
201	A	465	500	2.0%	2.1739%
202	B	484	500	2.0%	2.1739%
203	C	476	500	2.0%	2.1739%
204	B	481	500	2.0%	2.1739%
205	A	460	500	2.0%	2.1739%
206	A	463	500	2.0%	2.1739%
207	D	270	300	1.2%	1.3044%
208	E	477	500	2.0%	2.1739%
209	F	271	300	1.2%	1.3044%
210	A	461	500	2.0%	2.1739%
301	A	465	500	2.0%	2.1739%
302	B	484	500	2.0%	2.1739%
303	C	476	500	2.0%	2.1739%

304	B	481	500	2.0%	2.1739%
305	A	460	500	2.0%	2.1739%
306	A	463	500	2.0%	2.1739%
307	D	270	300	1.2%	1.3044%
308	E	477	500	2.0%	2.1739%
309	G	756	800	3.2%	3.4783%
401	A	465	500	2.0%	2.1739%
402	B	484	500	2.0%	2.1739%
403	C	476	500	2.0%	2.1739%
404	B	481	500	2.0%	2.1739%
405	A	460	500	2.0%	2.1739%
406	A	463	500	2.0%	2.1739%
407	D	270	300	1.2%	1.3044%
408	E	477	500	2.0%	2.1739%
409	G	756	800	3.2%	3.4783%
501	A	465	500	2.0%	2.1739%
502	B	484	500	2.0%	2.1739%
503	C	476	500	2.0%	2.1739%
504	B	481	500	2.0%	2.1739%
505	A	460	500	2.0%	2.1739%
506	A	463	500	2.0%	2.1739%
507	D	270	300	1.2%	1.3044%
508	E	477	500	2.0%	2.1739%
509	G	756	800	3.2%	3.4783%
601	A	465	500	2.0%	2.1739%
602	B	484	500	2.0%	2.1739%
603	C	476	500	2.0%	2.1739%
604	B	481	500	2.0%	2.1739%
605	A	460	500	2.0%	2.1739%
606	A	463	500	2.0%	2.1739%
607	D	270	300	1.2%	1.3044%
608	E	477	500	2.0%	2.1739%
609	G	756	800	<u>3.2%</u>	<u>3.4783%</u>
				100.0%	100.0000%

*The Units are numbered commencing at the northwest corner of the building and proceeding west to east, clockwise around each floor. The first unit is numbered 101 and the northwest unit on the second floor 201, third floor 301, fourth floor 401, fifth floor 501, and sixth floor 601.

**The expense of maintaining the limited common elements pertaining to the Retail Units is allocated equally between the two Retail Units. The expense of maintaining the limited common elements pertaining to the Residential Units is allocated among them based on the rounded square footage.

4. General Common Elements.

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

- 4.1.1 The land and walkways;
- 4.1.2 The foundations, columns, girders, beams, supports, bearing walls, main walls, roof, halls, corridors, stairs, fire escapes, entrances and exits of the building(s);
- 4.1.3 The laundry room, trash/recycling room, and plumbing room;
- 4.1.4 Installations of central services, such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, waste disposal and incinerators, up to the outlets within any Units;
- 4.1.5 The tanks, pumps, heat pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for the common use of all Units; and
- 4.1.6 All other elements of any building that are necessary or convenient to its existence, maintenance and safety or that are normally in common use.

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

4.3 Maintenance of Windows and Doors. The windows and doors adjacent or leading to a Retail Unit shall be maintained at the expense of the owner of such Unit. The door to rooms or spaces which are limited common elements shall be maintained at the expense of the Units for which such limited common elements pertain. The doors leading to Residential Units shall be maintained at the expense of the owners of such Units. The windows adjacent to Residential Units shall be maintained and replaced as a limited common element expense of the Residential Units. Provided, however, the exterior surfaces of all doors, door casings and door frames and the exterior surfaces of all window frames and casings shall be maintained by the Association as a general common expense.

4.4 Income From General Common Elements. All income derived from any general common elements shall be income of the Association. The Board of Directors may, in its discretion, use such income to help meet the expense of maintaining the common elements

or for such other purpose as may benefit the Association and the Unit owners in a substantially equal manner.

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

5.1 **Definitions.**

5.1.1 Each Residential Unit has a storage locker assigned to it as a limited common element as set forth on Exhibit "C." The storage lockers are shown on the Plat and bear the same number as the Residential Unit, preceded by the letter "S."

5.1.2 The building lobby, elevator, and elevator equipment and equipment room, storage rooms containing the storage lockers, display room, east and west stairs, stairwells and adjacent corridors, and the lobbies and hallways on the second through the sixth floors are limited common elements pertaining to the Residential Units.

5.1.3 The restrooms on the first floor are limited common elements pertaining to the two Retail Units.

5.2 **Maintenance, Repair and Replacement of Limited Common Elements: Liability for Common Expense.** The expense of maintaining the limited common elements pertaining to the Retail Units is allocated equally between the two Retail Units. The expense of maintaining the limited common elements pertaining to the Residential Units is allocated among the Residential Units based on the percentage set forth in Section 3.4 of the Declaration. Maintenance and repair of the storage lockers shall be an expense of the Residential Units to which such storage lockers are assigned, except that the exterior surfaces shall be maintained by the Association as a limited common expense of the Residential Units. The performance of such work shall be the responsibility of the Association, except that any damage caused by the negligence or intentional act of an owner or his invitee, guest, tenant or servant shall be repaired by the Association at such owner's sole cost and expense.

6. **Parking.** There are no parking facilities at the Condominium. Owners with cars must arrange for parking on private lots or park on the public streets.

7. **Voting.** The owner or co-owners of each Unit shall be entitled to a percentage vote equal to their percentage undivided interest in the common elements, as set forth in Section 3.4. "Majority" or "Majority of Unit Owners" shall mean the owners of more than fifty percent (50%) of the voting rights allocated to the Units by the Declaration. The calling and conducting of meetings of the Association and the exercise of voting rights shall be controlled by Articles 2 and 3 of the Bylaws.

8. **Use of Property.**

8.1 **General.** Each Residential Unit shall be used for residential purposes only. The five "D" and one "F" style Residential Units shall be owned by a single party and shall be held for rent to those persons whom the owner of such Units, in its discretion, deems

are in need of subsidized rental housing. These "rental only" Units are Unit Nos. 207, 209, 307, 407, 507, and 607. The owner of any Unit which is rented must comply with Section 7.9 of the Bylaws. The Retail Units shall be used for retail or office purposes only, but shall not be used for gambling of any kind, live entertainment, or for the sale, distribution, exhibition or dissemination of pornographic, lewd, or lascivious materials, products, or entertainment. While there shall not be any restriction on hours of operations of any establishment located in the Retail Units, no uses which emanate sounds exceeding normal speaking voices shall be carried on after 10:00 p.m. or before 7:00 a.m. of any day. The common elements shall be used for furnishing of services and facilities to Unit owners. Every Unit owner shall have an easement to enjoy and use the general common elements in the manner for which they were intended. Additional restrictions and regulations shall be set forth in the Bylaws and rules or regulations adopted pursuant to the provisions of the Bylaws. No signs displaying tobacco and/or alcohol products are permitted to be hung or placed on the exterior of the Condominium building or in a window without the approval of the Board of Directors. This prohibition is in addition to any other restrictions on signs in the Bylaws or this Declaration.

8.2 Rules and Regulations Promulgated by the Association. The Board of Directors shall have the authority from time to time to promulgate such rules and regulations as the Board may deem to be in the best interest of the Association. Provided, however, neither the Board of Directors nor the Association shall adopt any rule or regulation which materially restricts any allowed usage of the Retail Units which are permitted by this Declaration. No person shall use the common elements, the Units or any part thereof in any manner contrary to or inconsistent with such rules and regulations. Without limiting the generality of the foregoing, the Board of Directors shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common elements to the members of the Association and their respective families, guests, invitees and servants. Such use may be conditioned upon, among other things: (a) the payment by the Unit owner of assessments for common expenses and such other assessments or fees as may be established by the Association for the purpose of defraying the costs associated with the use of such common elements and the administration and operation of the Condominium property; and (b) the observance by the Unit owner and his guests, invitees and servants, of the provisions of the Declaration, the Bylaws and the Association's rules and regulations. The Board of Directors shall have the authority to fine such owners who are not in compliance with the rules and regulations, the Bylaws or this Declaration. The amount and the procedure to impose such fines shall be established by Board resolution.

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

9. Contracts and Leases. All contracts or leases that are entered into before the turnover meeting (including any management contract) shall be terminable without penalty by the Association or the Board of Directors upon not less than thirty (30) days' written notice to the other party by the Association given not later than sixty (60) days after the turnover meeting. Provided, however, that any such contracting or leasing party may request the Association to

affirm the continuation of any such agreement for the balance of its stated term. Affirmation by the Association after transfer of control shall extinguish all termination rights of the Association under this Section 9.

10. Bylaws; Association; Management.

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

10.2 Association; Membership. The name of the Association shall be Cornerstone Condominium Association. Each owner of a Unit in the Condominium shall be a member of the Association, and membership therein shall be limited to Unit owners only. The Association, which shall be organized upon the recording of the Declaration and the Bylaws, shall serve as a means through which the Unit owners may take action with regard to the administration, management and operation of the Condominium. The Association shall be an Oregon nonprofit corporation. The Association shall operate under the name Cornerstone Condominium Association or as close to that name as is permitted by the Oregon Secretary of State.

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

10.4 Interim Board and Officers. The Declarant has reserved control over the administration of the Association by reserving the right in the Bylaws to appoint an interim Board of Directors to manage the Condominium until the turnover meeting. The turnover meeting shall be held within ninety (90) days after the earlier of the following dates: the date on which fifty (50%) of the Units in the Condominium have been conveyed to persons other than the Declarant or the date on which three (3) years have elapsed since the date of the first conveyance of a Unit in the Condominium to a person other than the Declarant. The three (3) members of the interim board shall also serve as the interim officers.

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

10.6 Covenant to Pay Assessments; Liability for Common Expense. Each owner hereby covenants to pay to the Association annual assessments for common expenses as

more fully provided in the Bylaws. No owner may avoid liability for assessments by abandonment of his Unit or non-use of the common elements. Except as otherwise provided in this Declaration or the Bylaws, each Unit and the owner thereof shall be liable for the common expense and funding of the replacement reserves, both of which shall be apportioned among the Units based upon each Unit's percentage of ownership in the common elements allocated to such Unit. However, the expense of maintaining the limited common elements pertaining to the Retail Units is allocated equally between the two Retail Units. The expense of maintaining the limited common elements pertaining to the Residential Units is allocated among the Residential Units based on the percentage set forth in Section 3.4. Certain services provided through the Association, such as basic cable television service, may be billed on a per unit basis rather than on the basis of percentage ownership. No offset against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties. Assessments shall be levied against all Units not later than the first day of the month next following the date when the first Unit is conveyed to a person other than the Declarant.

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

11. Service of Process. The designated agent to receive service of process in cases set forth in ORS 100.550(1) shall be named in the Condominium Information Report, which shall be filed with the Oregon Real Estate Agency in accordance with ORS 100.250(1).

12. Mortgagees. In the event of a conflict between this Section 12 and other provisions of this Declaration, the provisions of this Section 12 shall prevail. The terms "Mortgage" and "Mortgagee" are defined in Section 1 of this Declaration.

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

12.1.1 Any condemnation loss or casualty loss that affects either a material portion of the Condominium or any Unit securing its Mortgage;

12.1.2 Any sixty (60) day delinquency in the payment of assessments or charges owed by an owner of any Unit on which it holds a Mortgage;

12.1.3 Any lapse, cancellation or material modification of any insurance policy maintained by the Association;

12.1.4 Any proposed action that would require the consent of a specified percentage of eligible Mortgage holders.

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

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

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

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

12.6 Consent of Mortgagees Required to Terminate Project. Except with respect to termination of the Condominium as a result of destruction, damage or condemnation, any termination of the Condominium shall require the written approval of holders of first Mortgages that represent at least sixty-seven percent (67%) of the votes of mortgaged Units in the Condominium. Provided, however, such consent will be deemed given if a Mortgagee does

not object in writing within thirty (30) days after notice of the proposed termination. Additionally, any such terminations shall be carried out by the owners pursuant to provisions of the Declaration, the Association's Articles of Incorporation, the Bylaws and the Oregon Condominium Act and shall be carried out only after vote of the owners, as provided in such provisions.

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

- 12.7.1 voting rights;
- 12.7.2 increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of common elements;
- 12.7.3 reductions in reserves for maintenance, repair, and replacement of common elements;
- 12.7.4 responsibility for maintenance and repairs;
- 12.7.5 reallocation of interests in the general or limited common elements, or rights to their use;
- 12.7.6 redefinition of any Unit boundaries;
- 12.7.7 convertibility of Units into common elements or vice versa;
- 12.7.8 expansion or contraction of the Condominium project, or the addition, annexation, or withdrawal of property to or from the Condominium project;
- 12.7.9 hazard or fidelity insurance requirements;
- 12.7.10 imposition of any restrictions on the leasing of Units;
- 12.7.11 imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- 12.7.12 restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the documents; or
- 12.7.13 any provisions that expressly benefit Mortgage holders, insurers, or guarantors.

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

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

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

12.10 Right to Examine Documents. The Association shall make available to Unit owners, lenders and Mortgagees current copies of the Declaration, the Bylaws, the Articles of Incorporation, other rules concerning the Condominium, and the books, records and financial statements of the Association. The Association shall have the right to impose a reasonable charge for any copies requested by owners, lenders or Mortgagees.

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

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

12.13 List of Mortgagees. The Association shall maintain at all times a list of Mortgagees who have given the Association notice on any matter described in Section 12.1 of this Declaration, which list shall include their names, addresses, the Units and mortgagors

affected, and the matters with respect to which such Mortgagees have requested notice, provided that such information has been furnished to the Association by the owners or their Mortgagees.

13. **Amendments to Declaration.** Except where a larger percentage of approval is required by law, this Declaration may be amended from time to time by approval of Unit owners holding seventy-five percent (75%) or more of the voting rights as otherwise set forth in this Declaration. Provided, however, that this Declaration shall not be amended to reduce or eliminate the rights of any Mortgagee without all such Mortgagees' prior written consent, nor to reduce or eliminate any rights of the owners of the Retail Units without their consent. No amendment to this Section or any provision of this Declaration which restricts the use of the Retail Units shall be made without the approval of the owners of such Retail Units.

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

13.2 **Recordation/County Assessor and Commissioner Approval Required.** An amendment to the Declaration shall be effective upon recordation in the Deed Records of Multnomah County, Oregon, certified to by the chairman and secretary of the Association and approved by the County Assessor and the Real Estate Commissioner. Approval by the Commissioner shall not be required for an amendment to a declaration transferring the right of use of a limited common element pursuant to ORS 100.515(5).

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

15. **Relocation of Boundaries.** The owner or owners of any two (2) adjoining Condominium Units may apply to the Board of Directors of the Association for permission to change the sizes of their Units by adjusting the common boundary between the two (2) Condominium Units or to consolidate the two (2) Condominium Units into one (1) Unit by deleting the common boundary. Any such application shall identify the Condominium Units involved, state any reallocations of the affected unit's interest in common elements, or of Unit owners' voting rights, liability for common expense, and right to receive common profits. The Board of Directors shall approve such an application unless it determines that the proposed reallocations are unreasonable or that the proposed relocation or deletion would impair the structural integrity or mechanical systems of the condominium or would reduce the support of any portion of the condominium. If approved, a proposed change would become effective upon recording in the appropriate records of Multnomah County, Oregon, of an amendment to this Declaration and of a floor plan, both setting forth the proposed change, executed by the owners and Mortgagees of the affected Condominium Units and certified to by the chairperson and

secretary of the Association, together with any governmental approvals required by law. All costs in connection with such amendments shall be paid by the applicants.

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

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

16.2 Utility Easements; Dedications. Anything in this Declaration to the contrary notwithstanding, the Declarant shall have the right to execute, deliver and record on behalf of the Association and the Unit owners such documents as may be required to grant easements, rights-of-way and licenses over the common elements for the installation, maintenance and repair of public utilities serving the Condominium or adjacent property. The Declarant shall also have the right to execute, deliver and record on behalf of the Association and the Unit owners such deeds and other documents as may be required to convey, dedicate, or grant such easements, rights-of-way or licenses over common elements, as may be required by any government or governmental agency in order to complete development of the Condominium. To effect the intent of this Section 16.2 each Unit owner, by acceptance of a deed or contract to a Unit, whether or not it shall be expressed in such deed or contract, for himself and his successors in interest, irrevocably appoints Ralph Austin of Portland, Oregon, or his nominee, as his lawful attorney-in-fact for the purpose of executing any and all documents required or permitted to be executed hereunder. The Power of Attorney and the rights under this Section shall expire at such time as the Declarant no longer owns a Unit or three (3) years from the date this Declaration is recorded, whichever is earlier.

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

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

17.1 Sales Office and Model. The Declarant shall have the right to maintain sales and/or rental offices and sales and/or rental models in one or more of the Units that Declarant owns. Declarant, its agents and prospective purchasers shall have the right to use and occupy the sales and/or rental office and models during reasonable hours any day of the week.

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

17.3 No Capital Assessments Without Consent. Neither the Association nor the Board of Directors shall make any assessments for new construction, acquisition, capital improvements or otherwise without the prior written consent of the Declarant, as long as the Declarant owns the greater of two (2) Units or five percent (5%) of the total number of Units in the Condominium. Nothing contained in this Section 17.3 shall be construed to limit Declarant's obligation to pay assessments for common expenses on Units owned by the Declarant pursuant to requirements of the Oregon Condominium Act.

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

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

17.6 Declarant's Other Special Rights. The rights reserved to the Declarant in this Section 17 shall in no way limit any other special rights that Declarant, as a declarant, may have, whether pursuant to the Oregon Condominium Act or otherwise. Upon the expiration of any or all such special rights, the Declarant shall have the same rights as any other owner in the Condominium with respect to such ownership.

17.7 Assignment of Declarant's Rights. The Declarant shall have the right to assign any and all of its rights, including, without limitation, Declarant's special rights, as set forth in this Section 17, or to share such rights with one (1) or more other persons exclusively, simultaneously, or consecutively.

17.8 Expiration of Declarant's Special Rights. Unless otherwise provided, the Declarant's special rights, as reserved in this Section 17, shall expire upon the conveyance by the Declarant of the last Unit owned by the Declarant or three (3) years after the first conveyance of a Unit in the Condominium, whichever is earlier.

18. Easements

18.1 Blanket Easements for Essential Services. There is hereby declared a blanket easement over, under, and through all Units, limited common elements, and general common elements for meters, transmission lines, pipes and conduits and for the maintenance, repair, replacement, and reconstruction of such installations which provide the services available to the Units at the time this Declaration is recorded or provide similar services in the future. This blanket easement shall be for the minimum intrusion that will permit the purpose of the

easement to be fulfilled. Further, any maintenance, repair, replacement, or reconstruction shall be accomplished at reasonable hours and after reasonable notice.

18.2 Retail Unit Easements. An easement is hereby reserved for the Retail Units to breach the common elements for installation, maintenance, repair, and replacement of ducts, vents, and other wiring essential to the use for which the Retail Units are intended.

19. General Provisions.

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

19.2 Severability. Each provision of the Declaration, the Articles of Incorporation and the Bylaws shall be independent and severable. The invalidity or partial invalidity of any provision thereof shall not affect any of the remaining portions of that or any other provision of this Declaration or the Bylaws.

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

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

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

19.6 Compliances. Each Unit owner shall comply with the provisions of the Declaration, any Supplemental Condominium Declaration, Articles of Incorporation, and the Bylaws, and with the administrative rules and regulations adopted thereunder, and with all other applicable covenants, conditions and restrictions of record. Failure to comply therewith shall

be grounds for suit or action, maintainable by the Association or any Unit owner in addition to other sanctions that may be provided by the Bylaws or by any existing administrative rules and regulations.

19.7 Conflicting Provisions. In the event of a conflict between or among the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws and any administrative rules and regulations, the provisions of the Declaration shall be paramount to those of the Articles, Bylaws and the rules and regulations, and the Articles shall be paramount to the Bylaws and the rules and regulations and those of the Bylaws shall be paramount to the rules and regulations. For purposes of this Section 19.7, the term "Declaration" shall include all amendments to this Declaration and Supplemental Declarations, and the term "Bylaws" shall include all amendments to the Bylaws.

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

The undersigned Declarant of the subject property has caused this Declaration to be executed this 21 day of 2000.

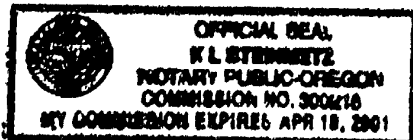
SERT

INNOVATIVE HOUSING, INC.
An Oregon nonprofit corporation

By: R E Austin
Ralph E. Austin
Its: Executive Director

STATE OF OREGON)
) ss. 21 SEPTEMBER, 2000
County of MULTNOMAH)

Personally appeared before me the above-named Ralph E. Austin who, being duly sworn, did say that he is the Executive Director of Innovative Housing, Inc., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.



[Signature]
Notary Public for Oregon

The foregoing Declaration is approved pursuant to ORS 100.110 this 5th day of October, 2000 and, in accordance with ORS 100.110(7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.

SCOTT W. TAYLOR
Real Estate Commissioner

By: Brian DeMarco
Brian DeMarco

The foregoing Declaration is approved pursuant to ORS 100.110 this 6th day of October, 2000.

COUNTY ASSESSOR

By: Gilbert H. H. H.

EXHIBIT A

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

All of Lot 8 and a portion of Lot 7, Block 264, PORTLAND, in the City of Portland, Multnomah County, Oregon, described as follows:

Situated in the Northeast quarter of Section 4, Township 1 South, Range 1 East, of the Willamette Meridian, City of Portland Multnomah County, Oregon, being described as follows:

Beginning at tie Initial Point, said point being a brass screw with a 3/4" brass washer stamped "AKS ENGR" at the intersection of the Southerly right of way line of SW Jefferson Street and the Easterly right of way line of SW 12th Avenue, said point also being the Northwesterly corner of Lot 8, Block 264, City of Portland; thence along the Southerly right of way line of SW Jefferson Street South $73^{\circ}50'08''$ East a distance of 100.00 feet to a 5/8" iron rod with a yellow plastic cap marked "AKS ENGR"; thence South $16^{\circ}09'52''$ West parallel with the Easterly right of way line of SW 12th Avenue 61.76 feet to a 5/8" iron rod with a yellow plastic cap marked "AKS ENGR" found at the Southeast corner of that tract of land described in document No. 97127549, Multnomah County deed records; thence North $72^{\circ}52'12''$ West a distance of 100.01 feet to a brass screw with a 3/4 brass washer stamped "AKS ENGR" found at the Southwest corner of said Document No. 97127549 Tract, also being on the Easterly right of way line of SW 12th Avenue; thence along said Easterly right of way line of SW 12th Avenue North $16^{\circ}09'52''$ East a distance of 60.07 feet to the initial point

**EXHIBIT C TO DECLARATION
FOR CORNERSTONE CONDOMINIUM**

STORAGE LOCKERS ASSIGNMENT

<u>Unit</u>	<u>Storage Locker</u>
201	S201
202	S202
203	S203
204	S204
205	S205
206	S206
207	S207
208	S208
209	S209
210	S210
301	S301
302	S302
303	S303
304	S304
305	S305
306	S306
307	S307
308	S308
309	S309
401	S401
402	S402
403	S403
404	S404
405	S405
406	S406
407	S407
408	S408
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