

DANUCCI CONDOMINIUM

THE WEST 48' OF LOT 10 BLOCK 31 "GOLDSMITH'S ADDITION TO THE CITY OF PORTLAND"
SITuated IN THE

SE 1/4 SECTION OF SECTION 29, T. 1 N. R. 1 E., W.M.
CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON

SURVEYED: NOVEMBER 22, 2008

JOB NO. 11821

BY: CHASE, JONES & ASSOCIATES, INC.
718 S.E. 17TH AVE.
PORTLAND, OREGON 97214
PHONE: (503) 228-8444

BOOK 1282 PAGE 93

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Eric D. Jones

OREGON
JULY 15, 1982
ERRIC D. JONES

EXPIRES: 6-30-07

I, HERBERT CERRY, HAS
TO BE A TRUE AND EXACT
COPY OF THE ORIGINAL

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT LYNN E. CASTRUCIO AND SUSAN M. DANCER, OWNERS
DO HEREBY DECLARE THE ANNEXED MAP OF "DANUCCI CONDOMINIUM" AS DESCRIBED IN THE
ACCORDING TO THE OREGON CONDOMINIUM ACT AS Laid OUT IN CHAPTER 100 OF THE OREGON
THE OPERATION OF THE OREGON CONDOMINIUM ACT AS Laid OUT IN CHAPTER 100 OF THE OREGON
ATTACHED STATUTES. THE PROPERTY AND IMPROVEMENTS DESCRIBED AND DEPICTED ON THE PLAT ARE
SUBJECT TO THE PROVISIONS OF OREGON RETIRED STRATIGES FOLLOWS TO FOLLOWS.

Lynn E. Castuccio
LYNN E. CASTRUCIO

Susan M. Dancer
SUSAN M. DANCER

ACKNOWLEDGEMENTS

STATE OF OREGON } S.S.
COUNTY OF MULTNOMAH }
BE IT REMEMBERED: THAT ON THIS 21st DAY OF February, 2007
BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY
APPEARED LYNN E. CASTRUCIO AND SUSAN M. DANCER, WHO AFTER BEING FIRST
ALSO WITH GOOD REASON TO BELIEVE TO BE THE PERSONS WHOSE NAMES AND SIGNATURES
AFFIXED TO SAID INSTRUMENT WAS OF THEIR OWN FREE ACT AND DEED.

Cristina Aguayo
NOTARY SIGNATURE

Cristina Aguayo
NOTARY PUBLIC-OREGON

COMMISSION NUMBER 383193

MY COMMISSION EXPIRES July 29, 2008

COMPLETION CERTIFICATE

I, ERIC D. JONES, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT DANUCCI CONDOMINIUM PLAT, FULLY AND ACCURATELY
REPRESENTS THE ACTUAL CONSTRUCTION OF THE UNITS AND BUILDING AS SET FORTH ON
THE PLAT, HAS BEEN COMPLETED.

DATED THIS 22ND DAY OF NOVEMBER, 2008

Eric D. Jones
ERIC D. JONES - P.L.S. NO. 1898

SURVEYOR'S CERTIFICATE

I, ERIC D. JONES, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND
MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE PLAT OF DANUCCI
CONDOMINIUM BEING THE WEST 48 FEET OF LOT 10 BLOCK 31 OF GOLDSMITH'S ADDITION
TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND,
COUNTY OF MULTNOMAH, STATE OF OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INITIAL POINT BEING A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP
STAMPED "CHASE, JONES & ASSOCIATES" FOUND AT THE SOUTHWEST CORNER OF SAID LOT 10;
100.00 FEET TO THE NORTHWEST CORNER; THENCE N 89°00'00" EAST
ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 48.00 FEET TO A POINT 2.00
FEET WEST OF THE WEST LINE OF SAID LOT 10; THENCE S 89°00'00" WEST
ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 108.00 FEET TO THE NORTH
FRONT OF WAY LINE OF N.W. ALLEIGH STREET; THENCE N 89°00'00" WEST ALONG SAID
FRONT OF WAY LINE, A DISTANCE OF 48.00 FEET TO THE INITIAL POINT.

THE ABOVE DESCRIBED TRACT CONTAINS 4,800 SQUARE FEET MORE OR LESS
TOGETHER WITH AN EASEMENT FOR RIGHT OF WAY AND UTILITY PURPOSES DESCRIBED IN
BOOK 284, PAGE 234 RECORDED ON MAY 14, 1960, MULTNOMAH COUNTY DEED RECORD.

APPROVALS

APPROVED THIS 22nd DAY OF February, 2007
COUNTY SURVEYOR
MULTNOMAH COUNTY, OREGON

Robert A. Hovden

ALL TAXES, FEES, ASSESSMENTS, OR OTHER CHARGES AS
PROVIDED BY O.S.A. 100.110 HAVE BEEN PAID AS OF
February 21, 2007

DIRECTOR OF ASSESSMENT & TAXATION
MULTNOMAH COUNTY, OREGON

Wanda A. Felber
DEPUTY

STATE OF OREGON } S.S.
COUNTY OF MULTNOMAH }
I, DO HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM
PLAT HAS RECEIVED FOR RECORD AND RECORDED

February 22, 2007 AT 4:38 P.M. IN
BOOK 1282 ON PAGES 91-93

A. Noller
DEPUTY

DOCUMENT NO. 2007-0022763

COUNTY RECORDING OFFICE

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

E41 44 ATLJH
Total : 236.00

After Recording, Return to:
Jonathan V. Barg
BARG HORVAT PC
121 SW Morrison Street
Suite 600
Portland, OR 97204

2007-032764 02/22/2007 04:38:30pm

**CONDOMINIUM DECLARATION
FOR
DANUCCI CONDOMINIUM**

TABLE OF CONTENTS

RECITALS, INTENT, AND PURPOSE

1. DEFINITIONS
2. REAL PROPERTY DESCRIPTION
3. NAME AND UNIT DESCRIPTION
 - 3.1 Name
 - 3.2 Boundaries of Units
 - 3.3 Building Description and Unit Designation
4. GENERAL COMMON ELEMENTS
 - 4.1 Definition
 - 4.2 Maintenance, Repair and Replacement of General Common Elements; Liability for Common Expense
 - 4.3 Income from General Common Elements
5. LIMITED COMMON ELEMENTS
 - 5.1 Definitions
 - 5.2 Maintenance, Repair, and Replacement of Limited Common Elements; Liability for Common Expense
6. PARKING
7. VOTING
8. USE OF PROPERTY
 - 8.1 General
 - 8.2 Rules and Regulations Promulgated by the Association
 - 8.3 Right of Ingress and Egress
9. CONTRACTS AND LEASES
10. BYLAWS; ASSOCIATION; MANAGEMENT
 - 10.1 Adoption of Bylaws
 - 10.2 Association; Membership
 - 10.3 Management; Board of Directors
 - 10.4 Interim Board and Officers

44

- 10.5 Powers and Duties of the Association
- 10.6 Covenant to Pay Assessments; Liability for Common Expense
- 10.7 Delegation
- 11. SERVICE OF PROCESS
- 12. MORTGAGEES
 - 12.1 Notice of Action
 - 12.2 Mortgagee Exempt from Certain Restrictions
 - 12.3 Subordination of Association Lien to Mortgage; Discharge of Lien upon Foreclosure
 - 12.4 Professional Management
 - 12.5 Consent of Mortgagees to Change Percentage Ownership in Common Elements
 - 12.6 Consent of Mortgagees Required to Terminate Project
 - 12.7 Limited Right of Amendment
 - 12.8 Request for Approval of Mortgagees
 - 12.9 Proxy Held by Mortgagee in Certain Cases
 - 12.10 Right to Examine Documents
 - 12.11 Right to Receive Written Notice of Meetings
 - 12.12 List of Mortgagees
- 13. AMENDMENTS TO DECLARATION
 - 13.1 Declarant's Approval Required
 - 13.2 Recordation/County Assessor and Commissioner Approval Required
- 14. SUBDIVISION
- 15. AUTHORITY TO GRANT EASEMENTS, RIGHTS-OF-WAY, LICENSES AND OTHER SIMILAR INTERESTS/ ENCROACHMENTS
 - 15.1 General
 - 15.2 Utility Easements; Dedications
 - 15.3 Encroachments
- 16. DECLARANT'S SPECIAL RIGHTS
 - 16.1 Sales Office and Model
 - 16.2 "For Sale" and "For Rent" Signs
 - 16.3 Declarant's Other Special Rights
 - 16.4 Assignment of Declarant's Rights
 - 16.5 Expiration of Declarant's Special Rights
- 17. GENERAL PROVISIONS
 - 17.1 Interpretation
 - 17.2 Severability
 - 17.3 Waiver of Rights
 - 17.4 Legal Proceedings
 - 17.5 Costs and Attorney Fees
 - 17.6 Compliances
 - 17.7 Conflicting Provisions
 - 17.8 Section and Paragraph Captions

**CONDOMINIUM DECLARATION
FOR
DANUCCI 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 DANUCCI CONDOMINIUM.

Recitals, Intent and Purpose

Livia E. Castrucci and Susan M. Dancer, as tenants in common ("Declarant"), are the owners in fee simple of the Real Property described herein below, and desire to submit the Real Property to the Condominium form of ownership, to be converted, used, and owned 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 Danucci Condominium Association (the "Association"), the following terms shall have the following meanings:

1.1 *Association* shall mean and refer to the Danucci Condominium Association which shall be an unincorporated association.

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 *Unit* means 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 Declarant.

Prior to such conveyance, 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 Danucci 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 utility lines and 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 or serving only the Unit.

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 the 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 two buildings, a main building in which two (2) Units are located (the "Building") and a garage (the "Garage"). The Building has two stories, with a basement. Both the Building and the Garage have wood frame construction on a concrete slab foundation, a composition roof and aluminum siding installed over wood siding. The Condominium has two (2) Units in total. The vertical and horizontal boundaries, number designation, location, and dimension of each Unit are shown on the Plat. The number designation and square footage area of the Units is also shown below.

Each Unit is allocated a 50% undivided ownership interest in the common elements due to the nearly equal square footage of each Unit.

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

Unit No. and Address	Unit Area, Including Basement (sq. feet)	Percentage of Ownership in Common Elements
Unit 1 – 2745 NW Raleigh	1,787	50%
Unit 2 – 2747 NW Raleigh	<u>1,837</u>	<u>50%</u>
Total	3,624	100%

THE SQUARE FOOTAGE OF EACH UNIT INCLUDES THE AREA OF THE BASEMENT WITHIN SUCH UNIT. BASEMENT AREA IS NOT HABITABLE SPACE, ALTHOUGH IT IS PART OF THE UNIT.

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;
- 4.1.2 The foundations, columns, girders, beams, supports, bearing walls, main walls, roofs and stairs of the Building and the Garage;
- 4.1.3 All apparatus and installations existing for common use;
- 4.1.4 The fence surrounding the backyards;
- 4.1.5 The rock patio in the backyard;
- 4.1.6 All yard areas;
- 4.1.7 The storage areas under the wood deck in the backyard and on the west interior wall of the Garage; and

4.1.8 All other elements of the Building and Garage 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 the owner's invitee, guest, tenant, or servant shall be repaired by the Association at such owner's sole cost and expense. Although repair, maintenance, and replacement of doors and door frames, windows and window frames, and skylights and skylight frames (if any) shall be the responsibility of individual owners, exterior painting shall be the responsibility of the Association (provided that painting of exterior doors, including garage doors, and related doorways shall be painted by the Association). Common expenses shall be assessed and apportioned among the owners as set forth in Section 10.6 of this Declaration. All common elements and limited common elements for which the Association is responsible for maintenance, repair or replacement shall be maintained in good condition by the Association and in accordance with good property management practices.

4.3 *Income from General Common Elements.* All income derived from any coin-operated vending machines and/or any other income derived from the 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 The deck areas in the backyard shall be limited common elements pertaining to the Unit to which each such area adjoins, provided that all portions of such deck areas north of the north end of the partition between the deck areas shall be a general common element, including the staircase at the north end of the deck.

5.1.2 The Garage includes two (2) limited common element parking spaces. The east parking space is assigned to Unit 1 and the west parking space is assigned to Unit 2.

5.2 *Maintenance, Repair, and Replacement of Limited Common Elements; Liability for Common Expense.* Except as otherwise specifically provided in this Declaration, the cost of maintenance, repair, and replacement of the limited common element shall be a common expense, which shall be assessed and apportioned pursuant to Section 10.6 of this Declaration, 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 the owner's invitee, guest, tenant or servant shall be repaired by the Association at such owner's sole cost and expense.

6. **Parking.** The Driveway shall not be used for parking. Parking shall only be permitted in the limited common element parking spaces in the Garage.

7. **Voting.** The owner or co-owners of each Unit shall be entitled to one vote per Unit. *Majority* or *Majority of Unit Owners* shall mean the owners of more than 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 Unit shall be used for residential purposes only. 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.

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. 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.

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 on not less than 30 days' written notice to the other party by the Association given not later than 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 on the execution and recording of the Bylaws and this Declaration.

10.2 *Association; Membership.* The name of the Association shall be Danucci Condominium Association. The Association shall operate under the name Danucci Condominium Association or a name as close to that name as is permitted by the Oregon Secretary of State. 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 on 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.

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 chairperson, 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.* 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 90 days after the earlier of the following dates: the date on which 50% of the Units in the Condominium have been conveyed to persons other than the Declarant or the date on which three years have elapsed since the date of the first conveyance of a Unit in the Condominium to a person other than Declarant. The one to three 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 or her Unit or nonuse 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 on each Unit's percentage of ownership in the common elements allocated to such Unit as set forth in Section 3.3. 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 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, 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. **Mortgages.** 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.* On 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 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 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.* Initially, the Condominium will not have professional management. On the written request of holders of first Mortgages that represent at least 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 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 decision to establish self-management shall require prior consent of the owners of Units to which 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 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 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 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 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 on the written approval of holders of first Mortgages that represent at least 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 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 on 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 to clarify unclear language.

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 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 Written Notice of Meetings.* On 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.

12.12 *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 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 when a larger percentage of approval is required by law, this Declaration may be amended from time to time by approval of Unit owners

holding 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.

13.1 *Declarant's Approval Required.* Declarant's prior written consent shall be required for any amendment to this Declaration until the expiration of the period of developer control as provided by ORS 100.200 and Section 3.3 of the Bylaws. Provided, however, that even thereafter, no amendment may limit or reduce any of 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 on recordation in the Deed Records of Multnomah County, Oregon, certified to by the chairperson 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. **Authority to Grant Easements, Rights-of-Way, Licenses, and Other Similar Interests/Encroachments.**

15.1 *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 and to consent to vacation of roadways within or adjacent to the Condominium as provided by ORS 100.405(6). An instrument granting any such interest or vacating any such roadway shall be executed by the chairperson 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 the minimum required vote of the owners or Board of Directors required by ORS 100.405(6).

15.2 *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).

15.3 *Utility Easements.* There shall be a perpetual easement for the benefit of the owner of Unit 2 for the sewer line serving Unit 2 which runs under the basement of Unit 1. Upon reasonable notice to the owner of Unit 1, the owner of Unit 2 shall have reasonable access to the basement of Unit 1 for the purposes of inspecting, maintaining, repairing and replacing such sewer line. Such access shall not be more frequent, or for longer periods of time, than is necessary. The owner of Unit 2 shall indemnify, defend and hold harmless the owner of Unit 1 from all liabilities, costs, and expenses, including attorneys' fees, resulting from such sewer line and the exercise of the easement rights under this Section 15.3.

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 attorney 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 attorney 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.

17.6 *Compliances.* Each Unit owner shall comply with the provisions of the 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.

17.7 *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 17.7, the term *Declaration* shall include all amendments to this Declaration, and the term *Bylaws* shall include all amendments to the Bylaws.

17.8 *Section and Paragraph Captions.* Section and paragraph captions shall not be deemed to be 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 22 day of January, 2008.⁷



LIVIA E. CASTRUCCI

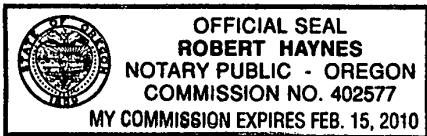


SUSAN M. DANCER

STATE OF OREGON)
County of Washington)

ss. January 22nd, 200~~6~~⁷

Personally appeared before me the above-named LIVIA E. CASTRUCCI, who, being duly sworn, did state that said instrument was signed as her voluntary act and deed.

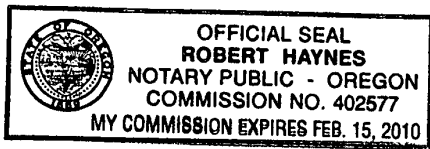


Robert Haynes
Notary Public for Oregon
My commission expires: Feb 15, 2010

STATE OF OREGON)
County of Washington)

ss. January 22nd, 200~~6~~⁷

Personally appeared before me the above-named SUSAN M. DANCER, who, being duly sworn, did state that said instrument was signed as her voluntary act and deed.



Robert Haynes
Notary Public for Oregon
My commission expires: Feb 15, 2010

The foregoing Declaration is approved pursuant to ORS 100.110 this 26th day of January, 200~~6~~⁷, and, in accordance with ORS 100.110(7), this approval shall automatically expire if this Declaration is not recorded within two years from this date.

Real Estate Commissioner

By: Laurie Skillman
Laurie Skillman

The foregoing Declaration is approved pursuant to ORS 100.110 this 22nd day of FEBRUARY, 200~~6~~⁷

COUNTY ASSESSOR

By: [Signature]

EXHIBIT A

LEGAL DESCRIPTION

The West 48 feet of Lot 10, Block 31 "GOLDSMITH'S ADDITION TO THE CITY OF PORTLAND" located in the Southeast $\frac{1}{4}$ of Section 29, Township 1 North, Range 1 East, of the Willamette Meridian, City of Portland, County of Multnomah, State of Oregon being more particularly described as follows:

Beginning at the initial point being a 5/8 inch iron rod with a yellow plastic cap stamped "Chase Jones and Associates" found at the Southwest corner of said Lot 10; thence North 00°00'00" East along the West line of said Lot 10 a distance of 100.00 feet to the Northwest corner thereof; thence N 90°00'00" East along the North line of said Lot 10 a distance of 48.00 feet to a point 2.00 feet West of the Northeast corner of said Lot 10; thence S 00°00'00" West parallel to the East line of said Lot 10 a distance of 100.00 feet to the North right of way line of N.W. Raleigh Street; thence N 90°00'00" West along said right of way line a distance of 48.00 feet to the initial point.

Together with an easement for right of way and driveway purposes described in Book 294, page 234, recorded on May 14, 1965, Multnomah County Deed Records.

After Recording, Return to:
Jonathan V. Barg
BARG HORVAT PC
121 SW Morrison Street
Suite 600
Portland, OR 97204

**BYLAWS OF
DANUCCI CONDOMINIUM
(Two-Unit Condominium)**

**Exhibit B
to Condominium Declaration for Danucci Condominium**

TABLE OF CONTENTS

ARTICLE 1	PLAN OF UNIT OWNERSHIP
1.1	Unit Ownership
1.2	Bylaws Applicability
1.3	Personal Application
1.4	Definitions
ARTICLE 2	ASSOCIATION MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES
2.1	Membership in the Association
2.2	Voting
2.3	Majority of Owners
2.4	Quorum
2.5	Proxies; Ballots
2.6	Authority to Vote
2.7	Fiduciaries and Joint Owners
2.8	Actions by Association; Legal Meeting
ARTICLE 3	ADMINISTRATION
3.1	Association Responsibilities
3.2	Place of Meetings
3.3	Turnover Meeting
3.4	Annual Meetings
3.5	Special Meetings
3.6	Notice of Meetings
3.7	Adjourned Meetings
3.8	Ballot Meetings
3.9	Order of Business
ARTICLE 4	BOARD OF DIRECTORS
4.1	Number and Qualification
4.2	Powers and Duties
4.3	Other Duties
4.4	Management Agent

- 4.5 Interim Directors
- 4.6 Election and Term of Office
- 4.7 Vacancies
- 4.8 Removal of Directors
- 4.9 Organizational Meeting
- 4.10 Regular Meetings
- 4.11 Special Meetings
- 4.12 Waiver of Notice to Directors
- 4.13 Board of Directors' Quorum
- 4.14 Board of Directors' Meetings Open to All Association Members
- 4.15 Executive Session
- 4.16 Notice to Association Members of Board of Directors' Meetings
- 4.17 Emergency Meetings
- 4.18 Compensation of Directors
- ARTICLE 5 OFFICERS
 - 5.1 Designation
 - 5.2 Election of Officers
 - 5.3 Removal of Officers
 - 5.4 Chairperson
 - 5.5 Secretary
 - 5.6 Treasurer
 - 5.7 Directors as Officers
- ARTICLE 6 OBLIGATIONS OF THE OWNERS
 - 6.1 Assessments
 - 6.1.1 Expense Items
 - 6.1.2 Reserve Items
 - 6.1.2.1 Reserve Account
 - 6.1.2.2 General Operating Reserve
 - 6.1.2.3 Special Reserves
 - 6.2 Initial Assessment
 - 6.2.1 Contribution to Working Capital
 - 6.2.2 Procedures
 - 6.2.3 Temporary Reduction of Assessment Amount
 - 6.3 Special Assessments
 - 6.4 Payment of Assessments
 - 6.5 Adoption of Budget; Determination of Fiscal Year; Filing of Income Tax Returns
 - 6.5.1 Adoption of Budget
 - 6.5.2 Failure to Prepare Budget
 - 6.5.3 Failure to Adopt Budget
 - 6.5.4 Determination of Fiscal Year
 - 6.5.5 Filing of Income Tax Returns
 - 6.6 Default
 - 6.7 Statement of Assessments
 - 6.8 Maintenance and Repair
 - 6.8.1 Owner's Duty to Maintain

- 6.8.2 Owner's Expenses
- 6.8.3 Reimbursement of Association
- 6.9 Right of Entry; Easement for Maintenance; Encroachments
 - 6.9.1 Association Right of Entry
 - 6.9.2 Easement for Maintenance
 - 6.9.3 Encroachment
- ARTICLE 7 USE AND OCCUPANCY RESTRICTIONS; RULES OF CONDUCT
 - 7.1 Use as Private Dwelling Only
 - 7.2 Restriction on Alteration to Unit
 - 7.3 Use of the Common Elements
 - 7.4 Pets
 - 7.5 Appearance of Condominium Building(s)
 - 7.6 Nuisances
 - 7.7 Improper, Offensive, or Unlawful Use
 - 7.8 Restriction on Exterior Installations
 - 7.9 Satellite Dishes and Antennas
 - 7.10 Vehicle Restrictions
 - 7.11 Leasing / Renting Units
 - 7.12 Fines
 - 7.13 Additional Rules
 - 7.14 Window Air Conditioning Units
- ARTICLE 8 INSURANCE
 - 8.1 Types of Insurance Policies
 - 8.2 Insurance Companies Authorized
 - 8.3 Authority to Adjust Losses
 - 8.4 Value of Owner Improvements
 - 8.5 Provisions in Insurance Policies
 - 8.6 Reconstruction Costs
 - 8.7 Insurance Deductible/Owner and Tenant Insurance
 - 8.8 Review of Insurance Policies
 - 8.9 Duplicate Insurance Coverage
- ARTICLE 9 DAMAGE AND DESTRUCTION
 - 9.1 Insurance Proceeds Sufficient to Cover Loss
 - 9.2 Insurance Proceeds Insufficient to Cover Loss
 - 9.3 Architectural Changes After Damage or Destruction
 - 9.4 Reallocation of Percentage Interest
- ARTICLE 10 CONDEMNATION
- ARTICLE 11 AMENDMENTS TO BYLAWS
- ARTICLE 12 RECORDS AND AUDITS
 - 12.1 General Records
 - 12.2 Records of Receipts and Expenditures
 - 12.3 Assessment Roll
 - 12.4 Payment of Common Expenses
 - 12.5 Reports and Audits
 - 12.6 Notice of Sale, Mortgage, Rental or Lease

12.7 Annual Report
ARTICLE 13 COMPLIANCE
ARTICLE 14 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND
AGENTS
ARTICLE 15 ASSESSMENT AND FINE COLLECTION COSTS; ENFORCEMENT SUITS
AND ACTIONS
ARTICLE 16 MISCELLANEOUS
16.1 Notices
16.2 Waiver
16.3 Invalidity; Number; Captions

**BYLAWS
OF
DANUCCI CONDOMINIUM**

**Exhibit B
to Condominium Declaration for Danucci 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 Danucci Condominium, is submitted to the provisions of ORS 100.005 et seq., the Oregon Condominium Act, by the Danucci Condominium Declaration (“Declaration”), and these Bylaws.

1.2 Bylaws Applicability. The provisions of these Bylaws are applicable to the Danucci Condominium Association (“Association”) and the entire management structure thereof. (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. On 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, 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 one vote per 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 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 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 more than 50% or more of the outstanding votes in the Condominium, as defined in Section 2.2 hereof, shall constitute a quorum.

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 (the "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. 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 3.7 hereof. 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. Procedures for meetings by ballot shall comply with the Oregon Condominium Act as may be amended from time to time and Section 3.8 of these Bylaws. Proxies and ballots must be retained by the Association for one year from the date of determination of the vote.

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 or her in such capacity, whether or not the same shall have been transferred to his or her name; provided, that he or she shall satisfy the Secretary that he or she is the executor, administrator, guardian, or trustee, holding such Unit in such capacity. Whenever any Unit is owned by two or more persons jointly according to the records of the Association, the vote of such Unit may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of 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, these Bylaws and the Oregon Condominium 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, through its Board of Directors, 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..

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 48 hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within 48 hours of the postponed date. Each Unit owner shall be notified within 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 90 days after the earlier of the following: the date on which 50% of the Units that Declarant has reserved the right to create have been conveyed to persons other than Declarant or the date on which three (3) years have elapsed since the first conveyance of a Unit to someone other than Declarant. The turnover meeting shall be called by notice to all Unit owners of the time, place, and purpose thereof not less than 10, nor more than 50, days before the meeting. If such meeting is not called by Declarant within the time specified, the meeting may be called and notice given by a Unit owner.

At the turnover meeting, 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, 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-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 mutually acceptable dates to review the documents delivered to the Association as required by the Oregon Condominium Act and as referred to above. The turnover meeting may not be conducted by written ballot.

3.4 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 forth 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. Annual meetings of the Association may not be conducted by written ballot.

3.5 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 on the presentation to the Secretary of a petition signed by 10% 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 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 forth in these Bylaws.

3.6 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 10, but not more than 50, days before 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 20 days before 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.

3.7 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 48 hours nor more than 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 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. Provided, however, if a secret ballot is required, secrecy envelopes may not be examined prior to counting the vote.

3.8 Ballot Meetings. 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 must provide owners with at least 10 days' notice as required by ORS 100.425(2)(b) before written ballots are mailed or otherwise delivered. If, at least three days before written ballots are scheduled to be mailed or otherwise distributed, at least 10% of the owners petition the Board requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the owner and instructions for making and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

3.9 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:

3.9.1 Roll call.

3.9.2 Proof of notice of meeting or waiver of notice.

- 3.9.3 Reading of minutes of the preceding meeting.
- 3. 9.4 Reports of officers.
- 3. 9.5 Reports of committees.
- 3. 9.6 Election of inspectors of election.
- 3. 9.7 Election of directors.
- 3. 9.8 Unfinished business.
- 3. 9.9 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 two (2) 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 owner, only one owner of that Unit may serve on the Board of Directors at any one time. The Owner of each Unit shall at all times have the right to designate one Director. 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, Association property, if any, the general common elements, 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 and the Units and the administration of the Association, including a fine schedule 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 on 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 within the State of Oregon of documents delivered to the Association by Declarant, depositing all assessments in a separate bank account in the name of the Association, payment of all expenses of the Association 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 Bylaws, the Association rules and regulations and any amendments thereto, the most recent annual financial statement, and the current operating budget of the Association. Further, the Board of Directors shall cause to be maintained and kept current the information required to enable the Association to comply with ORS 100.480(7).

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.

4.3.12 Establishing and maintaining a current mailing address for 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 90 days' written notice. Any management contract entered into by Declarant before the turnover meeting may be canceled by the Board of Directors elected at the turnover meeting upon 30 days' written notice given not later than 60 days after the turnover meeting.

4.5 Interim Directors. On the filing of the Declaration submitting the Condominium to the Oregon Condominium Act, Declarant shall appoint an interim board of one to three 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 initial interim directors shall be Livia E. Castrucci and Susan M. Dancer.

4.6 Election and Term of Office. At the turnover meeting, on agreement by vote of the owners, the Board of Directors may be elected by a single ballot. Each Director at such election and thereafter shall be elected to serve a term of two 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 on amendment of this Section 4.

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 designation of a replacement Director by the owner(s) of the Unit which designated the Director who is being replaced; and each person so elected shall be a Director until the person's successor is elected on 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 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 successive meetings of the Board of Directors which have been properly called, or who has failed to attend more than one-third of the Board of Directors meetings during a 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 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 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 one (1) Director, provided that special meetings shall not be called more than once in any 30-day period. Special meetings of the Board of Directors may be called on three 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 the Director 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. Except as provided in Section 4.15, 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. The Chairperson shall have authority to exclude any Association member who disrupts the proceedings at a meeting of the Board of Directors.

4.15 Executive Session. 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;
- (d) Collection of assessments; and
- (e) Any other matters for which the Oregon Condominium Act permits.

Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board of Directors votes to meet in executive session, the presiding officer of the Board of directors shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion, or decision to meet in executive session must be included in the minutes of the meeting. A contract or an action considered in executive session does not become effective unless the Board of Directors, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

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 days before 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 Emergency Meetings. In the event of an emergency, Board of Directors meetings may be conducted by telephonic communication or by the use of a means of communication that allows all Board members participating to hear each other simultaneously or otherwise to be able to communicate during the meeting. No notice to either Directors or Association members shall be required for such meetings of the Board of Directors to be held for any emergency action. Provided, however, that no such meeting shall occur unless at least 75% of the Board of Directors participate in the same and after an attempt has been made to reach each Director.

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 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. In no event shall all officers be the owner(s) or resident(s) of one Unit.

5.3 Removal of Officers. On 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 the officer's 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. The Chairperson shall preside at all meetings of the Association and of the Board of Directors. The Chairperson shall have all of the general powers and duties that are usually vested

in the 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 or she may in his or her 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; the Secretary shall have charge of such books and papers as the Board of Directors may direct; and the Secretary 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. The Treasurer 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 semiannually, quarterly, or monthly. An annual assessment shall be charged beginning when Declarant first conveys a Unit to a Unit owner. Prior to such time, 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 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.

Except as otherwise provided in the Declaration or these Bylaws, each Unit shall be liable for common expenses in the same percentage as the percentage of ownership in the common elements allocated to such Unit. The Association shall make a reasonable effort to ensure that water usage for exterior areas of the Condominium, including irrigation, is approximately equally derived from spigots connected to the water meter serving each Unit.

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 and Association property, if any.

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, exterior painting, and other common elements of the Condominium which will normally require replacement in more than three years and less than 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, 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. No reserves will be collected for limited common elements, the maintenance, repairs or replacement of which is the responsibility of only one Unit owner.

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 Declarant shall be determined by Declarant. The amount of the annual assessment thereafter shall be subject to review and modification by the Board of Directors.

6.2.1 *Contribution to Working Capital.* At closing, each purchaser shall contribute to the Association a sum equal to one-sixth of the annual assessments, with respect to the Unit being purchased, as a one-time contribution to the working capital of the Association. Within 60 days after the first conveyance by Declarant of the first Unit in the Condominium, Declarant shall make such contribution with respect to all Units in the Condominium that have not yet been conveyed to a purchaser. If Declarant has made such contribution, no further contribution shall be required to the Association, but each purchaser shall reimburse Declarant at closing for the amount of the contribution made by Declarant with respect to the Unit conveyed to the purchaser. If the amount of assessments is reduced pursuant to the authority granted to Declarant herein, the initial deposit to the Association budget, equal to one-sixth of the annual assessments, 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. 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 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 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 Declarant, 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.

Declarant, or such other person paying all operating expenses or subsidizing such expenses, shall give 10 days' written notice to individual Unit owners before their obligation to pay the full assessment begins. Thereafter, each owner, including Declarant or such other person,

shall pay the assessments to the Association. If 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 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 Declarant because some or most of the Units are not yet sold or occupied, 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;

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, 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 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 extend beyond the date of the turnover meeting.

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

6.5.1 *Adoption of Budget.* At least 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. Within 30 days after adopting the annual budget, the Board shall provide a summary of the budget to all owners. 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 on 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. If 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 following ten (10) days written notice shall be a default by such owner of the owner's 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 the lower of 14% per annum or the highest rate permitted by applicable law.

The Association shall be entitled to a lien that may be enforced on 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 attorney 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 Statement of Assessments.

6.7.1 The Association shall provide, within 10 business days of receipt of a written request from an owner, a written statement that provides:

6.7.1.1 The amount of assessments due from the owner and unpaid at the time the request was received, including:

- (a) Regular and special assessments;
- (b) Fines and other charges;
- (c) Accrued interest; and
- (d) Late payment charges.

6.7.1.2 The percentage rate at which interest accrues on assessments that are not paid when due.

6.7.1.3 The percentage rate used to calculate the charges for late payment or the amount of a fixed charge for late payment.

6.7.2 The Association is not required to comply with Section 6.7.1 if the Association has commenced litigation by filing a complaint against the owner and the litigation is pending when the statement would otherwise be due.

6.8 Maintenance and Repair.

6.8.1 *Owner's Duty to Maintain.* Every owner shall perform promptly all maintenance and repair work that is needed within the owner's 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 the owner's 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.

6.8.2 *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, utility installations serving only the Unit, and all other accessories and appliances belonging to the Unit area, shall be performed by, and at the sole expense of, the owner of such Unit.

6.8.3 *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.

6.9 Right of Entry; Easement for Maintenance; Encroachments.

6.9.1 *Association Right of Entry.* If an emergency originates in or threatens a Unit, the 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.

6.9.2 *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. An easement for the benefit of each Unit owner is hereby reserved in and through all Units and is the common elements providing access at reasonable times with reasonable notice for purposes of (i) maintenance, repairs and replacements of any limited common element maintenance, repair and replacement which is the responsibility of such Unit owner, and (ii) maintenance, repair and replacement of any portion of the Owner's Unit.

6.9.3 *Encroachment.* If any portion of the common elements encroaches on a Unit, or a Unit encroaches on any portion of the common elements, a valid easement for the encroachment and for the maintenance of the same, as long as the affected Unit or common element stands, shall and does exist. If the affected Unit or common element 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.

6.9.4 *Shared Driveway and Garage Party Wall.* The Garage shares a party wall with the owner of the property commonly known as 2735 NW Raleigh Street, immediately east of the Condominium (the "Adjacent Property"). The driveway providing access to the Garage is used jointly with the Adjacent Property. Under the terms of the Easement recorded on May 14, 1965 at Book 294, Page 241 in the land records of Multnomah County, Oregon, the owners and occupants of the Condominium have the non-exclusive right to use the easterly four (4) feet of the Adjacent Property for driveway purposes. Under the terms of the Easement recorded on May 14, 1965 at Book 294, Page 236 in the land records of Multnomah County, Oregon, the owners and occupants of the Adjacent Property have the non-exclusive right to use the westerly four feet of the Condominium Property for driveway purposes.

ARTICLE 7 USE AND OCCUPANCY RESTRICTIONS; RULES OF CONDUCT

The failure of an owner (or the owner's 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 of the Units shall be occupied as a single-family private dwelling by its owner or the owner's tenants, visitors, and guests, and for no other purpose. Subject to compliance with applicable local ordinances and other restrictions of record, an owner may use his or her Unit as a "home office," provided that clients, customers, vendors, and employees do not regularly visit the "home office." All common elements shall be used in a manner conducive to such purpose. No Unit owner shall be permitted to lease his or her Unit for a period of fewer than 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 7.11 of these Bylaws.

7.2 *Restriction on Alteration to Unit.* No owner shall make structural alterations or installations in his or her Unit without the prior written consent of the owner of the other Unit.

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, patios and backyards without the prior written

consent of the owner of the other Unit. Such areas shall not be used for any purpose that is not appropriate and customary.

7.4 Pets. No pets except dogs and cats shall be permitted on the condominium property and no more than two cats and two dogs shall be permitted. The combined weight of all dogs maintained by a Unit Owner in a Unit shall not exceed 90 pounds at anytime. Any Unit owner who maintains any pet on any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Association, each of its members, and 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 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. No pet shall be permitted to run at large on the Condominium property, or allowed to be unattended at any time in any part of the Condominium other than within the owner's Unit. The owner of each pet shall keep the Condominium property free of such pet's waste.

7.5 Appearance of Condominium Building(s). No Unit owner shall cause anything to be hung, displayed, or placed on the exterior 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 other owner. No clothes lines or similar devices shall be allowed on any part of the Condominium property without the prior written consent of the Board of Directors.

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 on 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 or her Unit or make any use of the common elements that would increase the cost of insurance on 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. Except as permitted by law, no owner, resident, or tenant shall install wiring for electrical or telephone installation, 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 that (i) air

conditioning units shall be permitted to be installed on the building as long as the units are installed on windows facing either the backyard, or otherwise not visible from NW Raleigh Street, or (ii) as authorized in writing by the Board of Directors. No window guards, awnings, or exterior window shades shall be installed without the prior written consent of the Board of Directors.

7.9 *Satellite Dishes and Antennas.* Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower, or other devices for the transmission or reception of television, radio, or other forms of sound or electromagnetic radiation shall be erected, constructed, or placed on any Unit or any common elements. Only exterior satellite dishes or antennas with a surface diameter of one meter or less and antennas designed to receive television broadcast signals may be placed on a limited common element or on an exterior wall or roof immediately adjacent to the Owner's Unit, if it is securely mounted in such a manner that it may not become dislodged. Owners installing permitted satellite dishes or antennas in limited common element areas or general common element areas shall install such devices in a manner so as to avoid causing damage or deterioration of the common element. Any damage to the common elements caused by such owner shall be repaired at owner's sole cost and expense. Such cost shall be considered as an assessment and collectible as such as elsewhere provided in the Bylaws or Declaration.

7.10 *Vehicle Restrictions.* No recreational vehicles, campers, trailers, boats, boat trailers, vehicles in disrepair, or similar things may be parked or kept on Condominium property without the prior written consent of the Board of Directors, except that such recreational equipment may be kept in a garage, if it is fully enclosed and the garage door is kept closed, except when the recreational equipment is being removed or returned to the garage. Garages shall be used for parking vehicles, recreational vehicles, and equipment or storage of nonhazardous and nonflammable materials and shall not be used, except on an incidental basis, for any other use. No inoperable vehicles shall be parked on any part of the Condominium property on any public street immediately in front of the Condominium.

7.11 *Leasing/Renting Units.* A Unit owner may rent or lease his or her entire Unit for a period of not less than 30 days, provided that the occupancy is only by the lessee and the lessee's 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 owner of the other Unit of his or her intent, the name and address of the proposed tenant, and the circumstances of proposed arrangement. All tenants shall always be under the control of and subject to the Declaration and Bylaws. All such leases shall be in writing.

7.12 *Covenants, Conditions, Restrictions and Easements in Other Documents.* In addition to the provisions of the Declaration, 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: none.

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 and 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 (including cabinets, built-in appliances, and plumbing 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 \$1 million 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. There may be excluded from such policy or policies coverage of a Unit owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omissions of such Unit owner and liability incident to the ownership and/or use of the part of the Property as to which the Unit owner has exclusive use or occupancy. 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 or her action against another named insured.

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

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 with the State of Oregon or a company licensed to do business in the State of Oregon acceptable to Fannie Mae which falls into a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance reports – International Edition, an "A" or better rating in Demotech's Hazard Insurance Financial Stability Ratings, a "BBBq" qualified solvency ratio or "BBB" or better claims-paying ability rating in Standard and Poor's Insurer Solvency Review, or a "BBB" or better claims – paying ability in Standard and Poor's International Confidential Rating Service.

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 when 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 \$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 7.2.

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. If the repair or replacement of the damaged or destroyed limited common element is the responsibility of the owner of the Unit to which such limited common element is assigned, upon receipt of such insurance proceeds, all insurance proceeds received by the Association from such casualty shall be distributed to the owner of such Unit.

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 any losses below 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 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 \$100,000 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 Unit 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 or more in value of all the buildings is destroyed or substantially damaged, and if the owners of at least 60% of the Units so vote, and on written approval of holders of first mortgages that represent at least 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 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.

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 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 Declarant owns any Unit in the Condominium, but no such consent shall be required after conveyance to owners other than Declarant of 75% of the Units or three years after the first conveyance of a Unit in the Condominium, whichever is earlier. Provided, however, that even thereafter, no amendment may limit 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 YEARS OF THE RECORDING DATE HEREOF MUST BE APPROVED BY THE OREGON REAL ESTATE COMMISSIONER PRIOR TO RECORDING.

**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 as required by ORS 100.480. 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 those names have been provided to the Board by the owner or mortgagee. Proxies and ballots must be retained by the Association for one year from the date of determination of the vote.

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 on 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 (each of which shall be reviewed by the Association's accountant) 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 90 days after the end of each fiscal year. At any time and at his or her 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 on 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 purchaser, vendee, mortgagee, lessee, or tenant. This obligation is in addition to those set forth in Section 7.11.

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 herein conflict with the provisions of the statutes, the statutory provisions shall apply. If any of the provisions herein 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 the person 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 attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such suit, action, or proceeding if the person acted in good faith and in a manner the person 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 or her 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 the person 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 or her 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 benefited from the acts which created said liability.

ARTICLE 15 LEGAL PROCEEDINGS AND ENFORCEMENT MATTERS

15.1 Assessment and Fine Collection Costs. Whether or not suit or action is commenced, Unit owners are obliged to pay reasonable fees and costs, including, but not limited to, attorney 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, assessments may include fees, late charges, fines, and interest imposed pursuant to ORS 100.405(4)(i)-(k), provided that any late charge, fine or interest must be based upon a schedule contained in an amendment to the Declaration or these Bylaws that is delivered to each owner in accordance with the foregoing code section or based on a resolution adopted by the Board of Directors or the Association that is delivered to each Unit, mailed to each owner in accordance with the foregoing code section.

15.2 Mediation.

(a) Except as set forth below, before initiating arbitration under this Section 15.2, any court action, or an administrative proceeding in which the Association and an owner of a Unit have an adversarial relationship (an "Action"), the Action the party intends to initiate shall offer to use any dispute resolution program available within the county in which the condominium is located that is in substantial compliance with the standards and guidelines adopted under ORS 36.175. The written offer must be hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party.

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

(c) If a qualified dispute resolution program exists within the county in which the Condominium is located and an offer to use the program is not made as required under Section 15.2(a), an Action may be stayed for 30 days upon a motion of the non-initiating party. If the Action is stayed under this Section 15.2(c), both parties shall participate in the dispute resolution process.

(d) Unless a stay has been granted under Section 15.2(c), if the dispute resolution process is not completed within 30 days after receipt of the initial offer, the initiating party may commence litigation or an administrative proceeding without regard to whether the dispute resolution is completed.

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

(f) The requirements of this Section 15.2(f) do not apply to circumstances in which irreparable harm to a party will occur due to delay or to Actions initiated to collect assessments, other than assessments attributable to fines.

15.3 Arbitration. In the event of a dispute between the owners of the Units in regard to the rights and duties of the owners and/or the Association pursuant to these bylaws which is not resolved pursuant to mediation under Section 15.2, then, upon written request of one owner addressed to the other owner, the matter shall be submitted to binding arbitration within sixty (60) days Arbitration Service of Portland, Inc., or any successor thereto, and the decision of the arbitrator(s) shall be final and conclusive on the parties, and judgment may be entered thereon in any court having jurisdiction, including the award of attorneys' fees and costs. If the dispute or claim involves a sum not in excess of the jurisdictional limit of the Small Claims Court in Multnomah County, Oregon, the owner shall have the option of taking the matter to Small Claims Court in such county in lieu of binding arbitration.

ARTICLE 16 MISCELLANEOUS

16.1 Notices. All notices to the Association or to the Board of Directors shall be sent in 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 Livia E. Castrucci and Susan M. Dancer, as tenants in common, Declarant of Danucci Condominium, and will be recorded in

the Deed Records of Multnomah County, together with the Condominium Declaration for said Condominium, after the Declaration and Bylaws are approved by the Assessor of that County.

DATED this 22 day of January, 2008⁷

[Signature]
LIVIA E. CASTRUCCI

[Signature]
SUSAN M. DANCER

STATE OF OREGON)
County of Washington) ss. January 22nd, 2008⁷

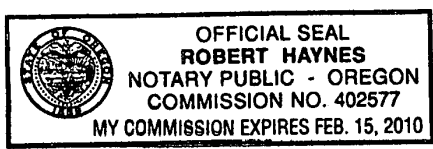
Personally appeared before me the above-named LIVIA E. CASTRUCCI, who, being duly sworn, did state that said instrument was signed as her voluntary act and deed.



[Signature]
Notary Public for Oregon
My commission expires: Feb 15, 2010

STATE OF OREGON)
County of Washington) ss. January 22nd, 2008⁷

Personally appeared before me the above-named SUSAN M. DANCER, who, being duly sworn, did state that said instrument was signed as her voluntary act and deed.



[Signature]
Notary Public for Oregon
My commission expires: Feb 15, 2010