

EVERETT HOUSE CONDOMINIUM

Side 1 of 2

(A REPLAT OF A PORTION OF BLOCK 32, OF KING'S SECOND ADD. TO THE CITY OF PORTLAND) LOCATED IN THE S/W 1/4 OF SECTION 33, T. 1N., R. 1E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.

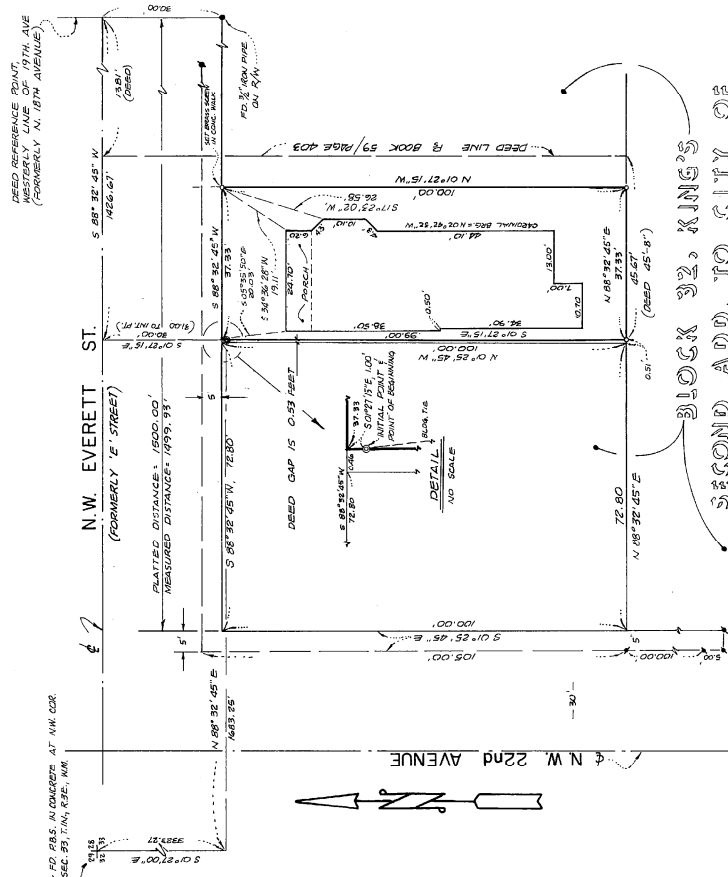
APRIL 1979

WILSEY 8 HAM
PORTLAND, OREGON

SCALE: 1"=20'

LEGEND

- DENOTES SET A 2" x 4" x 3/8" GALVANIZED IRON PIPE 6" BELOW THE SURFACE OF THE GROUND AT THE INITIAL POINT
- DENOTES ROUND BRASS SCREW IN CONCRETE SIDEWALK
- DENOTES SET 3/4" IRON ROD UNLESS OTHERWISE NOTED



BASIS OF BEARINGS

BEARINGS ARE BASED UPON A BEARING OF NORTH 0° 21' 00" WEST 45' SHOWN ON THE RECORD OF SURVEY NO. 2826, FOR THE CENTERLINE OF N.W. 25TH AVENUE.

8-14-79 $\frac{1212}{415}$ E-45-6

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT MICHAEL F. MERKELBACH, MICHAEL F. MCNAMARA AND HERBERT G. ROBERT TAYLOR, BEING FULLY COMPETENT AND OF SOUND MIND AND MEMORY, DO HEREBY MAKE, ESTABLISH AND DECLARE AN UNDIVIDED MAP OF THE LAND OWNED AND LAID OUT BY THEM AS A CONDOMINIUM, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREUNTO REFERRED TO, AND THAT THEY DO HEREBY CONFIRM AND CONFIRMATION OF THE UNIT OWNERSHIP LAW AS LAID OUT IN CHAPTER 91 OF THE OREGON REVISED STATUTES.

Michael F. Merkelbach
MICHAEL F. MERKELBACH

Michael F. McNamara
MICHAEL F. MCNAMARA

ACKNOWLEDGEMENT

STATE OF OREGON,
COUNTY OF MULTNOMAH

BE IT REMEMBERED THAT ON THIS 16th DAY OF March, 1979, BEFORE ME, A NOTARY PUBLIC AND FOR SAID STATE PERMANENTLY RESIDING MICHAEL F. MERKELBACH, MICHAEL F. MCNAMARA AND HERBERT G. ROBERT TAYLOR WHO FIRST BEING DULY SWORN DO SAY THAT THEIR SIGNATURES AFFIXED TO THE FOREGOING INSTRUMENT WERE THE FREE ACT AND DEED OF SAID INDIVIDUALS.

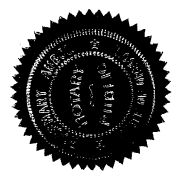
WITNESS MY HAND AND OFFICIAL SEAL Reemany Gubel MY COMMISSION EXPIRES 9/20/81
NOTARY PUBLIC FOR THE STATE OF OREGON



SURVEYOR'S CERTIFICATE

I, G. ROBERT TAYLOR, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THAT LAND REPRESENTED IN THE ANNEXED INSTRUMENT. THAT THE MONUMENTS ARE PLACED AT THE CORNERS OF THE SURFACE OF THE GROUND, THE INITIAL POINT BEARS SOUTH 01° 27' 00" EAST 323.27 FEET AND NORTH 89° 32' 45" EAST 169.52 FEET FROM THE THIRTEENTH CORNER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST, MERIDIAN 122° 45' WEST 1426.57 FEET AND SOUTH 01° 27' 15" EAST 31.00 FEET FROM A POINT IN THE CENTER OF LINE OF N.W. EVERETT STREET (FORMERLY N.W. EVERETT STREET) OF N.W. EVERETT STREET (FORMERLY N.W. EVERETT STREET) AS DESCRIBED IN A DEED FROM M. WALLACE ET UX TO JOHN N. HOLVALL STREET, RECORDED NOVEMBER 15, 1882, IN PS DEED BOOK 59, AT PAGE 403, THENCE EAST SAID INITIAL POINT SOUTH 01° 27' 15" EAST 91.00 FEET, THENCE NORTH 89° 32' 45" EAST 37.25 FEET, THENCE SOUTH 01° 27' 15" EAST 100 FEET TO THE POINT OF BEGINNING, WEST 37.25 FEET, THENCE SOUTH 01° 27' 15" EAST 100 FEET TO THE POINT OF BEGINNING.

RECORDED AND INDEXED
PROFESSIONAL
LAND SURVEYOR
G. Robert Taylor
QUALIFIED BY EXAMINATION
G. ROBERT TAYLOR
9/7/79



SUBSCRIBED TO AND SWORN TO BEFORE ME
THIS 24 DAY OF April, 1979

Reemany Gubel
NOTARY PUBLIC FOR THE STATE OF OREGON
MY COMMISSION EXPIRES 9/20/81

EVERETT HOUSE CONDOMINIUM 2 of 2

(A REPLAT OF A PORTION OF BLOCK 32 OF KING'S SECOND ADD. TO THE CITY OF PORTLAND) LOCATED IN THE S.W. 1/4 OF SECTION 33, T. 1N., R. 1E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.

APRIL 1979

WILSEY & HAM
PORTLAND, OREGON

SCALE: 1"=20'

APPROVALS

ALL TAXES, ASSESSMENTS, FEES OR OTHER CHARGES AS PROVIDED BY O.R.S. 91.412 HAVE BEEN PAID AS OF August 14, 1979

BY: James E. Dwyer
DIRECTOR, DIVISION OF ASSESSMENT & TAXATION, MULTNOMAH COUNTY, OREGON

ATTEST:
COUNTY RECORDING OFFICE - MULTNOMAH COUNTY, OREGON

BY: B. Moran August 14, 1979 - DEPUTY

APPROVED THIS 14th DAY OF JUNE 1979
CITY OF PORTLAND - BUREAU OF BUILDINGS

BY: James E. Dwyer

APPROVED THIS 3rd DAY OF JULY 1979
COUNTY ENGINEER - MULTNOMAH COUNTY, OREGON
BY: R. L. Bennett for C.J. Demaris

ENGINEER'S CERTIFICATE

I, James E. Dwyer, A REGISTERED PROFESSIONAL ENGINEER DO HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS OF EVERETT HOUSE CONDOMINIUM FULLY AND ACCURATELY DEPICT THE BOUNDARIES OF THE UNITS AND FLOORS OF EVERETT HOUSE CONDOMINIUM, AND THAT THE IMPROVEMENTS SPECIFIED ON THE FLOOR PLANS AND PLAT WERE COMPLETED PRIOR TO APRIL 24 1979.

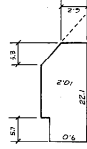
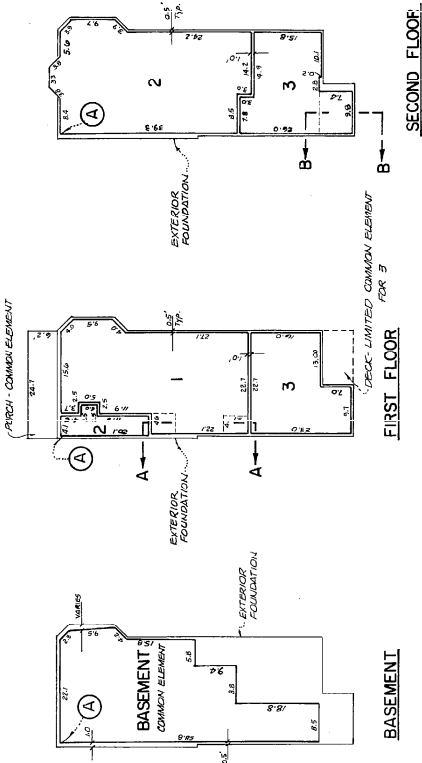
SUBSCRIBED TO AND SIGNED TO BEFORE ME THIS 24 DAY OF April 1979.

Robert G. Caldwell
NOTARY PUBLIC FOR THE STATE OF OREGON
MY COMMISSION EXPIRES 7/27/81

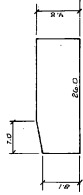


I HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF EVERETT HOUSE CONDOMINIUM

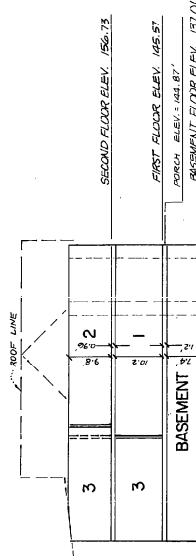
8-14-79 $\frac{1212}{415}$ E-45-6



SECTION A-A



SECTION B-B



FLOOR ELEVATIONS & UNIT LAYOUT

NOTE:
ELEVATIONS BASED ON CITY OF PORTLAND DATUM.
B.M. # 42 - ELEV. = 179.792
(A) INDICATES COMMON HORIZ. REFERENCE POINT FOR ALL FLOORS.

DECLARATION OF UNIT OWNERSHIP FOR **BOOK 1374 PAGE 1474**
EVERETT HOUSE CONDOMINIUM

This Declaration is made and executed this 15th day of May, 1979, by Michael F. McNamara and Michael F. Merkelbach (hereinafter called Declarant). This Declaration submits to the provisions, restrictions and limitations of the Oregon Unit Ownership Law affecting the land and all improvements hereinafter described, and all other improvements now existing or to be constructed on such property, known as Everett House Condominium, lying and being within the City of Portland, County of Multnomah, State of Oregon, and being more particularly described as:

The description is set forth in Exhibit "A" which is attached hereto and by this reference made a part hereof.

RECITALS, INTENT AND PURPOSE

WHEREAS Declarant, as owner in fee simple of the property, has plans to convert an existing two story apartment dwelling into three condominium units containing among other things, three separate living units and other appurtenances and facilities, all as hereinafter described, and

WHEREAS, it is desirable therefore that the Declaration provide the basic requirements for such needs and provide for proper use of the property, and that within these basic requirements, the Association herein referred to, shall have the right and duty to affect the purposes of the condominium;

NOW, THEREFORE,

DECLARATION

Declarant hereby declares on behalf of itself, its

RECORDED
MAY 15 1979
CLERK OF COUNTY OF MULTNOMAH
PORTLAND, OREGON

successors, grantees and assigns to its grantees and their respective heirs, successors 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 property, as follows:

BOOK 1374 PAGE 1475

(1) Definitions:

When used herein, the following terms shall have the following meanings:

1.1 Incorporation by Reference.

Each of the terms herein shall have the meaning set forth in Oregon Unit Ownership Law, ORS 91.500, and shall have the meaning set forth in such section.

(2) Land Description.

The land submitted to the Oregon Unit Ownership Law hereunder is owned and submitted by the Declarant in fee simple interest. The land being submitted to located in City of Portland, County of Multnomah, State of Oregon, and is more particularly described as set forth in Exhibit "A" of this Declaration.

(3) Unit Description.

There shall be three units, which are part of a two story existing apartment dwelling plus a basement. The location and approximate area of each unit along with the floor plan and elevations of each unit are shown on a diagram attached hereto and by this reference made a part hereof, marked Exhibit "B". Each unit shall be bounded by the surface of the interior perimeter walls, floors and ceilings.

(4) Material Description.

The two story existing apartment dwelling is wood framed with wood siding; roof is wood framed with composite shingles; basement is cement; and foundation is brick.

BOOK 1374 PAGE 1476

(5) Common Elements.

(a) General Common Elements

The general common elements consist of all land, pathways, right of ways, fences, grounds, basement, access to rough plumbing, front porch, roof, and all other common elements as more particularly set forth on the attached diagram marked Exhibit "B".

(b) Limited Common Elements

The limited common elements consist of the following:

Unit One:

- 1. Water heater located in basement;
- 2. Furnace located in basement; and
- 3. Exterior chimney.

Unit Two:

- 1. Water heater located in basement;
- 2. Exterior chimney; and
- 3. Attic.

Unit Three:

- 1. Water heater located in basement;
- 2. Attic; and
- 3. Rear deck.

The limited common elements are more particularly set forth in the plat attached as Exhibit "B".

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(6) Ownership Percentage of Common Elements.

<u>Unit</u>	<u>Percentage</u>
1	33 1/3%
2	33 1/3%
3	33 1/3%

BOOK 1374 PAGE 1477

(7) Use of Property.

Each unit is to be used as a single family dwelling. The common elements shall be used for the furnishing of services and facilities towards the same originally intended for the enjoyment of the unit. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governing bodies having jurisdiction thereof, shall be observed.

(8) Management of Affairs of Association of Unit Owners.

The affairs of the Association of Unit Owners shall be managed by a Board of Directors and by officers consisting of a Chairman of the Board of Directors, a Secretary and a Treasurer. The Board of Directors shall adopt administrative rules and regulations governing details of the operation, maintenance and use of the property, and to prevent unreasonable interference with the use of the respective units and of the common elements by the several unit owners. The Board of Directors shall retain an individual, one of the unit owners, or a firm, to act as manager of the property.

(9) The name of the person to receive service of process in cases provided in subsection 1 of ORS 91.578, is

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1979

Michael F. Merkelbach, who's address is 904 S.E.
70th, Portland, Oregon.

BOOK 1374 PAGE 1478

(10) Adoption of By-Laws.

The undersigned owner of the property, subject to this Declaration, has adopted, pursuant to the regulations of the Oregon Unit Ownership Law, the By-Laws attached hereto and by this reference made a part hereof, marked Exhibit "C", to govern the administration of the property.

10.1 The By-Laws may be amended from time to time as provided herein. Any amendment thereto shall be recorded in the official records of Multnomah County as amendments to said Exhibit "C".

10.2 Compliance with By-Laws and Other Restrictions

Each unit owner shall comply with the By-Laws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions in this Declaration or in the Deed to his unit. Failure to comply therewith shall be grounds for an action maintainable by the Association of Unit Owners or by an agreed unit owner, in addition to other sanctions which may be provided by the By-Laws or by the administrative rules and regulations.

10.3 Legal Proceedings

Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover the sums due for damages, injunctive relief, foreclosure of lien

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or any combination thereof, and which relief may be sought by the Association or by the manager of the Association or, if appropriate, by an agreed unit owner.

BOOK 1374 PAGE 1479

10.4 Waiver of Rights

The failure of the Association or a unit owner to enforce any right, provisions, covenant, or condition which may be granted by the condominium document, shall not revoke, modify or add to the covenants established by this Declaration.

10.5 Mortgagee

If the mortgagee of any unit owner determines that the Board of Directors is not providing an adequate maintenance, repair, and replacement program for the property, such mortgagee, at its option, may deliver a written notice to the Board of Directors by delivering same to the registered agent, required pursuant to ORS 91.578, setting forth the particular defect with it which it believes exists in the maintenance, repair, and replacement program. If the specified defects are not corrected within ninety (90) days subsequent to the receipt of such notice, the mortgagee, upon written notice to the registered agent that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association of Unit Owners and to cast a vote for each unit on which it holds a mortgage lien on all business coming before such meeting, which proxy right shall continue until the defects listed in the aforementioned notice are corrected.

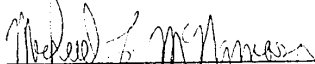
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JUN 11 1979
SALMON DIVISION

10.6 Amendment to Declaration

BOOK 1374 PAGE 1480

The Declaration may be amended from time to time as provided herein. Any amendment may be proposed by Resolution of the Board of Directors at any time. Amendment to the Declaration may also be proposed at any meeting of the Unit Owners. No amendment of the Declaration in either of such ways shall be effective unless approved by one hundred per cent (100%) of the Unit Owners and until a copy of the Declaration as amended and certified by the Chairman and Secretary of the Association of Unit Owners is recorded.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal by order of the Board of Directors, this 15th day of May, 1979.



 Michael F. McNamara

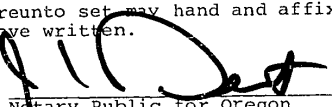


 Michael F. Merkelbach

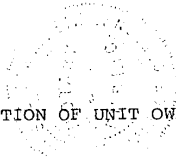
STATE OF OREGON)
) ss.
 County of Clackamas)

On this 15th day of May, 1979, before me personally appeared Michael F. McNamara, Michael F. Merkelbach after being first duly sworn did say that they are the Declarant, and that they executed the foregoing instrument by order of the Board of Directors, and acknowledged said instrument to be its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.



 Notary Public for Oregon
 My commission expires: 12/5/79



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 JUN 1 1979
 REAL ESTATE DIV.
 SALEM, OREGON

The foregoing Declaration is approved pursuant to
ORS 91.512.

DATED this 19th day of August, 1979. BOOK 1374 PAGE 1484

MULTNOMAH COUNTY ASSESSOR

BY [Signature]

~~DATED this _____ day of _____, 1979.~~

*Not Required -
amended*

~~MULTNOMAH COUNTY TAX COLLECTOR~~

~~BY _____~~

~~DATED this _____ day of _____, 1979.~~

*Not Required -
amended*

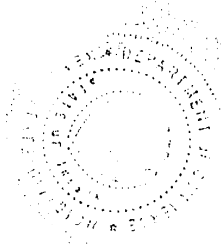
~~MULTNOMAH COUNTY PLANNING COMMISSION~~

~~BY _____~~

DATED this 2nd day of August, 1979.

OREGON REAL ESTATE COMMISSIONER

BY [Signature]



8-DECLARATION OF UNIT OWNERSHIP

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AUG 1 1979
REAL ESTATE DIV
SALEM, OREGON

EXHIBIT "A"

BOOK 1374 PAGE 1482

Legal Description Everett House Condominium

The West 37 feet 4 inches of the following described tract of land, being a part of Block 32, KING'S SECOND ADDITION TO THE CITY OF PORTLAND, in the City of Portland, County of Multnomah, State of Oregon;

Commencing at a point in the center line of N.W. Everett Street, 1381 feet West of the West line of N.W. 19th Avenue, formerly N. 18th Street; thence Westerly tracing the center line of N.W. Everett Street, 45 feet 8 inches; thence Southerly at right angles to N.W. Everett Street, 130 feet; thence at right angles to the West line of the tract herein described, running Easterly 45 feet 8 inches; thence at right angles to the last described course running Northerly 130 feet to the place of beginning, being the same premises described in deed from L.W. Wallace, et ux, to John W. Holman, recorded November 15, 1882 in Pa Deed Book 59, page 403, EXCEPTING therefrom the portion of said premises lying within the limits of N.W. Everett Street.

BOOK 1374 PAGE 1483

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that I, WILSEY S. HAW, of the County of Multnomah, State of Oregon, do hereby certify that I am the owner of the above described premises, and that I am the creator of the condominium project described in the foregoing instrument, and that I am the creator of the condominium project described in the foregoing instrument, and that I am the creator of the condominium project described in the foregoing instrument.

W. S. Haw
 WILSEY S. HAW
 OWNER

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this 14th day of April, 1979, personally appeared WILSEY S. HAW, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



SURVEYOR'S CERTIFICATE

I, the undersigned, being duly sworn, certify that the above described premises are situated in the County of Multnomah, State of Oregon, and that the same are bounded as follows: North by N.W. 22nd Avenue, East by N.W. Everett Street, South by N.W. Second Avenue, and West by N.W. Second Avenue. The area of the premises is 10,000 square feet, more or less. The premises are bounded as follows: North by N.W. 22nd Avenue, East by N.W. Everett Street, South by N.W. Second Avenue, and West by N.W. Second Avenue. The area of the premises is 10,000 square feet, more or less.



EVERETT HOUSE CONDOMINIUM

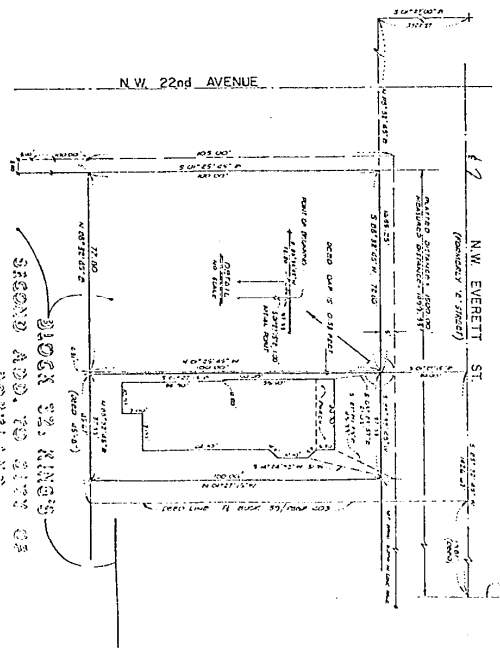
(A REPLAT OF A PORTION OF BLOCK 32, OF KING'S SECOND ADD. TO THE CITY OF PORTLAND), LOCATED IN THE N/W 1/4 OF SECTION 33, T.1N., R.1E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.

APRIL 1979 WILSEY S. HAW
 PORTLAND, OREGON

SCALE: 1"=20'

LEGEND

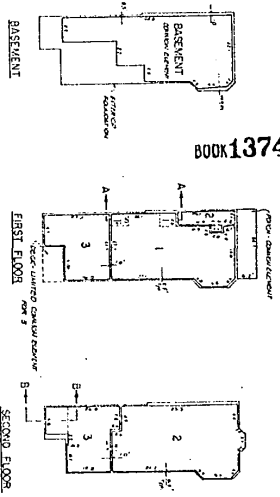
- 0 BOUNDARIES OF THE CONDOMINIUM PROJECT
- 1 BOUNDARIES OF THE ORIGINAL SUBDIVISION
- 2 BOUNDARIES OF THE ORIGINAL SUBDIVISION



BAIS OF BEARINGS
 BEARINGS ARE GIVEN UPON A CURVE OR ARC OF CIRCULAR ARC AS SHOWN ON THE PLAN AND AS SHOWN ON THE PLAN AND AS SHOWN ON THE PLAN.

EXHIBIT "B"(1)

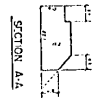
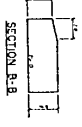
BOOK 1374 PAGE 1484



3	2	1
BASEMENT		
3	2	1
FIRST FLOOR		
3	2	1
SECOND FLOOR		

FLOOR ELEVATIONS & UNIT LAYOUT

NOTE:
 EXISTING DATA ON CITY OF PORTLAND DATA
 MAP 222- DIV. - 173, 172



EVERETT HOUSE CONDOMINIUM 2 of 2

(A REPLAT OF A PORTION OF BLOCK 32 OF KINGS, SECOND ADD.
 TO THE CITY OF PORTLAND, LOCATED IN THE S.W. 1/4 OF SECTION
 33, T. 1N., R. 1E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY,
 OREGON.
 APRIL 1979 WILSEY & HAIN
 PORTLAND, OREGON SCALE: 1" = 20'

APPROVALS

ALL STATE APPROVALS SET OR OTHER DOCUMENTS IS PROVIDED BY DATE
 IN SET HAVE BEEN MADE BY OR
 OFFICIAL, DIVISION OF LANDS, MULTNOMAH COUNTY, OREGON
 OF _____ COUNTY
 CITY
 COUNTY RESOLUTION NUMBER - MULTNOMAH COUNTY, OREGON
 BY _____ COUNTY
 OFFICIAL, DIVISION OF LANDS, MULTNOMAH COUNTY, OREGON
 BY _____ COUNTY
 COUNTY ENGINEER - MULTNOMAH COUNTY, OREGON
 BY _____ COUNTY

ENGINEER'S CERTIFICATE

I, WILSEY & HAIN, a REGISTERED PROFESSIONAL ENGINEERING FIRM, IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE CONDOMINIUMS DESCRIBED ABOVE AND SHOWN TO BECOME BY THIS SET OF PLANS, AND THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A duly Licensed Engineer in the State of Oregon.
 WILSEY & HAIN
 1700 COMMERCIAL STREET, PORTLAND, OREGON 97201

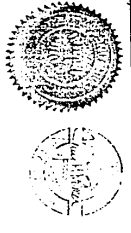


EXHIBIT "B"(2)

"EXHIBIT C"

BY-LAWS

of

EVERETT HOUSE CONDOMINIUM

an Oregon Condominium

BOOK 1374 PAGE 1485

ARTICLE I

Definitions

As used in these By-Laws, the term:

(a) Incorporation by reference; each of the terms herein shall have the meaning set forth in Oregon Unit Ownership Law, ORS 91.500, and shall have the meaning set forth in such section.

(b) "Association" means the Association of Unit Owners of Everett House Condominium, and Oregon condominium.

(c) "Project" means the land, all buildings, improvements and structures constructed on the property.

ARTICLE II

The office of the Association shall be located at Unit I, the Everett House Condominium, 2176 N.W. Everett, Portland, Oregon, or at such place as the Board of Directors may designate.

ARTICLE III

(a) Annual Meeting. The annual meeting of the unit owners shall be held on the first Saturday of February at the hour of 10:00 a.m., for the purpose of electing directors and for the transacting of such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting of the unit owners, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the unit owners as soon thereafter as conveniently may be, not more than 60 days before or after said time, by proper notice designating the meeting.

(b) Special Meetings. Special meetings of the unit owners, for any purpose or purposes, may be called by the Chairman or by the Board of Directors, and shall be called by the Chairman at the request of not less than two-thirds of the unit owners entitled to vote at the meeting.

(c) Places of Meetings. The office of the Association shall be the place of meeting for all annual and special meetings of the unit owners.

1-BY-LAWS

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REAL ESTATE DIV.
SALISBURY, OREGON

(d) Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the Chairman, or the Secretary, or the officer or person calling the meeting, to each unit owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the unit owner at his residence address, with postage thereon prepaid.

(e) Quorum of Unit Owners. A majority of unit owners entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of unit owners. If less than a majority of the entire number of unit owners entitled to vote are represented at a meeting, a majority of the unit owners so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The unit owners present at a duly organized meeting may continue to transact business until the adjournment, notwithstanding the withdrawal of enough unit owners to leave less than a quorum.

(f) Proxies. At all meetings of the unit owners, a unit owner may vote by proxy executed in writing by the unit owner or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

(g) Voting of the Unit Owners. Each unit owner shall be entitled to vote one vote upon each matter submitted to a votee at a meeting of unit owners; provided, however, that no more than one vote shall be cast with respect to each unit. Fractional votes may be cast by owners of a fractional interest in their units.

(h) Majority Vote. The vote of more than 50% of the unit owners, present in person or by proxy shall constitute a majority and shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these By-Laws.

(i) Informal Action by Unit Owners. Any action required to be taken at a meeting of the unit owners, or any other action which may be taken at a meeting of the unit owners, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all the unit owners entitled to vote with respect to the subject matter thereof.

ARTICLE IV

Board of Directors

(a) 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 which are not otherwise prohibited by law or by these By-Laws and Declarations.

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(b) Number, Tenure and Qualifications. The number of directors of the Association shall be three. Each director shall hold office until the next annual meeting of unit owners following his election and upon the election and qualifications of his successor. Directors shall be elected from among the unit owners.

(c) Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after, and at the same place as the annual meeting of the unit owners. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings without other notice than such resolution.

(d) Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board of Directors or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting called by them.

(e) Notice of Special Meeting of Board of Directors. Notice of any special meeting shall be given at least 72 hours previously thereto by written notice delivered personally or mailed to each director at his residence or business address or by telegram; if mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need to be specified in the notice or waiver of notice of such meeting.

(f) Quorum of Directors. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but, if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

(g) Majority Vote. The vote of more than 50% of the directors shall constitute a majority vote.

(h) Manner of Directors Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

(i) Vacancies on Board of Directors. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a position shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors or by reason of the removal of one or more directors shall be filled by an election at an annual meeting or at a special meeting of the unit owners for that purpose.

(j) Presumption of Assent. A director who is present at a meeting of the Board of Directors at which action is taken on any matter

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is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the secretary immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such actions.

(k) Removal of Directors. All or any number of the directors may be removed with or without cause at a meeting expressly called for that purpose by a vote of a majority of the unit owners then entitled to vote at an election of directors. Any director who ceases to become a unit owner shall cease to be a director.

(l) Compensation of Directors. The directors may be paid such sums for the attendance of each meeting of the Board of Directors, or a stated salary as director, as 100% of the unit owners may, by resolution, determine from time to time. All such sums paid to directors shall be common expense.

(m) Directors to Engage Manager. When the project has been completed the Board of Directors may engage the services of an individual or of a firm or one of the unit owners, to act as manager, and may employ or may instruct such manager to employ such other personnel as may be necessary from time to time for the maintenance, upkeep and repair of the common elements. The Board of Directors shall determine the compensation to be paid to such manager and to such other personnel, and such compensation shall constitute a common expense.

(n) Directors to Adopt Administrative Rules and Regulations. The Board of Directors may from time to time adopt such administrative rules and regulations, in addition to those set out in the By-Laws of Article VI herein, and may be necessary or desirable to govern the details of the operation and use of the common elements, and may, by such administrative rules and regulations, adopt restrictions on and requirements respecting the use and maintenance of the units and the use and maintenance of the common elements as are desirable to prevent unreasonable interference with the use of their respective units and of the common elements by the several unit owners.

(o) Insurance. The Board of Directors shall obtain and keep in effect at all times the following insurance:

1. Public liability insurance in a form and amount to adequately protect the Association and its members from loss or injury or accident occurring in or on the common areas of the condominium.
2. Fire and extended coverage insurance in one company for the full insurable replacement value of all units and the common elements and such other insurance as the Board of Directors may direct. Such policy shall name as insured the unit owners and their mortgages as their respective interests may appear, and shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit.
3. The Board of Directors shall not be responsible for procuring either fire and extended coverage or public liability.

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insurance or any other insurance of any kind or character covering the furniture, fixtures, equipment or contents, or property damage for injuries incurred in or located in the individual units.

4. The insurance obtained by the Board of Directors, as required by this section, shall be a common expense.

(p) Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize.

ARTICLE V

Officers

(a) Number. The officer of the Association of unit owners shall be a chairman of the Board of Directors, a secretary and a treasurer, each of whom shall be elected by the Board of Directors.

(b) Election and Term of Office. The officer shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Unit Owners. If the election of the officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner herein provided.

(c) Removal. Any officer elected or agent designated by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

(d) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

(e) Chairman of the Board of Directors. The chairman of the Board of Directors shall, when present, preside at all meetings of the unit owners and of the Board of Directors and shall perform all duties incident to such office and such other duties as may be prescribed by the Board of Directors from time to time. He shall be the principal executive officer of the Association and subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Association. He shall sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, all deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated to an agent of the Association or shall be required by law to be otherwise signed or executed.

(f) Secretary. The secretary shall:

1. Keep the minutes of the meetings of unit owners and Board of Directors in one or more books provided for that purpose.

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2. See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.

3. Be custodian of the Association records.

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4. In general, perform all duties incident to the office as secretary and such other duties as from time to time may be assigned to him by the chairman or by the Board of Directors.

(g) Treasurer. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall:

1. Have charge and custody and be responsible for all funds of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and

2. In general, perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the chairman or by the Board of Directors.

(h) Salaries. Officers will not be entitled to salaries.

ARTICLE VI

General Rule & Regulations

(a) Maintenance and Improvement of Units. A unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any assessment or hereditament unless the consent of all the other unit owners affected is first obtained in writing.

(b) Use and Maintenance of Common Elements. Each unit owner may use the common elements in accordance with the purpose for which they are intended, but may not hinder or encroach upon the lawful rights of the other unit owners.

1. The necessary work to maintain, repair or replace the common elements, and additions or improvements to the common elements, shall be the responsibility of the Board of Directors and shall be carried out as provided in the By-Laws.

2. The Association of unit owners shall have the right to be exercised by the Board of Directors, or the manager employed by the Board of Directors, to have access to each unit as may be necessary for the maintenance, repair or replacement of any of the common elements, or to make such emergency repairs, if necessary, for the public safety or to prevent damage to the common elements or to another unit.

3. The Association may adopt or amend administrative rules and regulations governing the details of the operation and use of the common elements. Such adoption or amendment of administrative rules and regulations may only take place upon proper notice of special meeting of the Board of Directors as provided in ARTICLE IV (e) herein and only upon the consent of a majority of the directors present at a meeting at which quorum is present.

(c) Use and Maintenance of Limited Common Elements.
Limited Common Elements means that those common elements designa-
ted in the Declaration or by agreement of the unit owners, as
reserved for the use of a certain unit or number of units, to
the exclusion of the other units.

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1. The use of Limited Common Elements will be in accordance with the purpose for which they are intended, but may not hinder or encroach upon the lawful rights of the other unit owners.

2. The maintenance of the Limited Common Elements will be the sole responsibility of the unit owner to which the use of the common element is reserved unless otherwise determined by the Board of Directors.

(d) Apportionment of Receipts and Expenses. Receipts of the property shall be distributed among, and the common expenses shall be charged to, the unit owners equally. Receipts by unit owners for rental of their unit shall not constitute common receipts. No unit owner may exempt himself from liability for his contribution towards common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

(e) Lien of Association Against Unit. Whenever the Association of unit owners, acting through its manager, furnished to any unit reasonable service, labor or materials lawfully chargeable as common expenses, the Association of unit owners, upon complying with this section, shall have a lien upon the individual unit and an undivided interest in the common elements appertaining to such unit for the reasonable value of such common expenses allocable to each unit, and the lien shall be prior to all other liens or encumbrances upon the unit, except:

- 1. Taxes and assessment liens;
- 2. A first mortgage, trust deed or contract of record.

(a) The Association of unit owners shall record with the Multnomah County Clerk a claim containing a true statement of the account due for such expenses, after deducting all just credits and offsets, the name of the owner of the unit, a description of the property where the common expenses were furnished, and the designation of the unit. The claim shall be verified by the manager acting on behalf of the Association of unit owners. Any action to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the lien securing the claim for common expenses.

ARTICLE VII

Contracts, Loans, Checks and Deposits

(a) Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

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(b) Loans. No loans shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and approved by the affirmative vote of all of the unit owners. Such authority may be general or confined to specific instances.

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(c) Checks, Drafts, Vouchers, etc. All checks, drafts, vouchers, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, or the Association, and in such manner as shall from time to time be determined by the resolution of the Board of Directors.

(d) Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

(e) Collecting Unit Owners' Shares of Common Expenses. Unit owners' shares of common expenses shall be collected monthly by the treasurer of the Association. Each unit owner shall be entitled to receive from the treasurer at the time of payment of common expenses an itemized statement of common expenses. Such itemized statements shall be prepared in such manner as the Board of Directors shall determine.

(f) Insurance. Public liability insurance and fire insurance with extended coverage on the buildings in the project, naming each unit owner as the insured, shall be obtained by the manager from time to time in such amounts as the Board of Directors by resolution shall deem necessary. The cost of such insurance shall be a common expense.

ARTICLE VIII

Indemnification of Directors and Officers

Each director and officer of the Association now or hereafter in office, and his heirs, executors, and administrators, shall be indemnified by the Association against all costs, expenses and amounts or liability therefore, including counsel fees reasonably incurred by or imposed upon him in connection with or resulting from any action, suit, proceeding or claim to which he may be made a party, or in which he may be or become involved by reason of his acts or alleged acts or omission or commission as such director or officer. Such indemnification shall not apply, however, with respect to any matter as to which such director or officer shall be finally adjudged in such action, suit or proceeding to have been individually guilty of willful misfeasance or malfeasance in the performance of his duty as such director or officer. Further, the indemnification herein provided shall, with respect to any settlement of any amounts paid and expenses reasonably incurred in settling any suit, action, proceeding or claim when, in the judgment of the Board of Directors, the settlement and reimbursement appear to be for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights as to which any such director or officer may be entitled under any agreement, vote of unit owners or otherwise.

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ARTICLE IX

Amendments

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Amendments to these By-Laws may be proposed by resolution of the Board of Directors at any time. Amendments to the By-Laws may also be proposed at any meeting of the unit owners. No amendment of the By-Laws proposed in either of such ways shall be effective unless approved by one hundred per cent (100%) of the unit owners and until a copy of the By-Laws as amended and certified by the Chairman and Secretary of the Association of Unit Owners is recorded. Amendments or proposed amendments to the By-Laws must comply with the provisions of ORS 91.500 to 91.671 and 91.900.

Before any amended By-Laws or amendments of the By-Laws may be recorded, it must be approved by the Real Estate Commissioner.

Notice of Association. Any unit owner who mortgages his interest in a unit shall notify the Association, through the managing agent, of the name and address of the mortgagee, and the secretary shall maintain such information in the record of ownership of the Association.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal by Order of the Board of Directors, this 15 day of May, 1979.

Michael F. McNamara

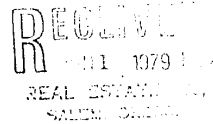
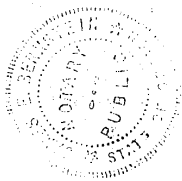
Michael F. Merkelbach

STATE OF OREGON)
) ss.
County of Clackamas)

On this 15 day of May, 1979, before me personally appeared MICHAEL F. McNAMARA, MICHAEL F. MERKELBACH after being first duly sworn did say that they are the Directors, and that they executed the foregoing instrument by Order of the Board of Directors, and acknowledged said instrument to be its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Notary Public for Oregon
My commission expires:



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STATE OF OREGON }
Multnomah County } ss. DEED

I, Director, Department of Administration Services, and Recorder, in and for Multnomah County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County at

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MULTNOMAH CO. OREGON

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witness my hand and seal of office attixed.

Director
Department of Administration
Services
W. J. ...
Deputy.
Rec-17

70.00