

SURVEYOR'S CERTIFICATE

I, ELYE M. WILD, FIRST BEING DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED IN THE ANNEXED MAP OF "FOUNTAIN PLAZA CONDOMINIUM NO. 1" AS SHOWN ON THE SAID MAP, THE INITIAL POINT OF WHICH IS IN THE WEST CORNER OF THE GENERAL COMMON ELEMENTS FOR THE PORTION HEREIN ADJACENT AND BOUND WITHIN THE POINT BEING THE SOUTH WEST CORNER OF THE GENERAL COMMON ELEMENTS FOR THE PORTION HEREIN ADJACENT AND BOUND WITHIN THE POINT BEING THE SOUTH WEST CORNER OF THE SAID CONDOMINIUM, AND SAID SETBACK FROM THE SOUTHWEST CORNER THEREOF, THE LIMITS OF THE VARIOUS HEREIN REPARTITIONED AREAS BEING AS SHOWN ON THE ANNEXED MAP, SIDES 1, 2, 3, 4, 5 AND 6.

DECLARATION
I, ELYE M. WILD, A PROFESSIONAL LAND SURVEYOR OF OREGON, DO HEREBY DECLARE THAT I AM A TRUE AND SOLE PROPRIETOR OF THE SAID SURVEY.

KNOW ALL MEN BY THESE PRESENTS THAT FOUNTAIN PLAZA CONDOMINIUM, INC. AND OLYMPIA & YORK PROPERTIES (OREGON), INC., BOTH OREGON CORPORATIONS, DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP TO BE A TRUE AND CORRECT PLAT OF THE LANDS OWNED AND LAID OUT BY THEM AS A CONDOMINIUM, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON ANNEXED AND THEY DO HEREBY CERTIFY THAT THE SAID MAPS AND INSTRUMENTS AS SHOWN ON THE SAID MAPS AND INSTRUMENTS COMPLY WITH THE OREGON REVISED STATUTES.

FOUNTAIN PLAZA CONDOMINIUM, INC.

[Signature]
ZEVEY VERED - PRESIDENT
OLYMPIA & YORK PROPERTIES (OREGON), INC.
[Signature]
ZEVEY VERED - PRESIDENT

ACKNOWLEDGEMENT

PROVINCE OF ONTARIO, CANADA
CITY OF OTTAWA
REGIONAL MUNICIPALITY OF OTTAWA - CARLTON
I CERTIFY THAT ON THIS 14th DAY OF MAY 1984 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED ZEVEY VERED, WHO FIRST BEING DULY SWORN, DID SAY THAT HE, AFTER HAVING BEEN ADVISED BY THE SAID OLYMPIA & YORK PROPERTIES (OREGON), INC. AND DID ACKNOWLEDGE BEFORE ME THE EXECUTION OF THE FOREGOING INSTRUMENT TO BE THE FREE ACT AND WILL OF SAID CORPORATIONS.

WITNESS MY HAND AND OFFICIAL SEAL
[Signature]
NOTARY PUBLIC OF THE PROVINCE OF ONTARIO



ALL TAXES FEES ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 94.010 HAVE BEEN PAID AS OF 5/12/84
DIRECTOR DIVISION OF ASSESSMENT AND FINANCIAL - MULTNOMAH COUNTY, OREGON
BY *[Signature]* DEPUTY

APPROVED May 24 1984
COUNTY SURVEYOR
MULTNOMAH COUNTY, OREGON
BY *[Signature]*

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE PLAT OF "FOUNTAIN PLAZA CONDOMINIUM NO. 1"



SUBSCRIBED AND SWORN TO BEFORE ME THIS 20th DAY OF APRIL, 1984.

[Signature]
ROBERT A. BALCH
NOTARY PUBLIC - OREGON
My Commission Expires 2/28/86

FOUNTAIN PLAZA CONDOMINIUM, INC.

[Signature]
PETER FUNK - SECRETARY
OLYMPIA & YORK PROPERTIES (OREGON), INC.
[Signature]
PETER FUNK - SECRETARY

ACKNOWLEDGEMENT

PROVINCE OF BRITISH COLUMBIA, CANADA
CITY OF VANCOUVER
I CERTIFY THAT ON THIS 14th DAY OF MAY 1984 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED PETER FUNK WHO FIRST BEING DULY SWORN DID SAY THAT HE, AFTER HAVING BEEN ADVISED BY THE SAID OLYMPIA & YORK PROPERTIES (OREGON), INC. AND DID ACKNOWLEDGE BEFORE ME THE EXECUTION OF THE FOREGOING INSTRUMENT TO BE THE FREE ACT AND WILL OF SAID CORPORATIONS.

WITNESS MY HAND AND OFFICIAL SEAL
[Signature]
NOTARY PUBLIC OF THE PROVINCE OF BRITISH COLUMBIA

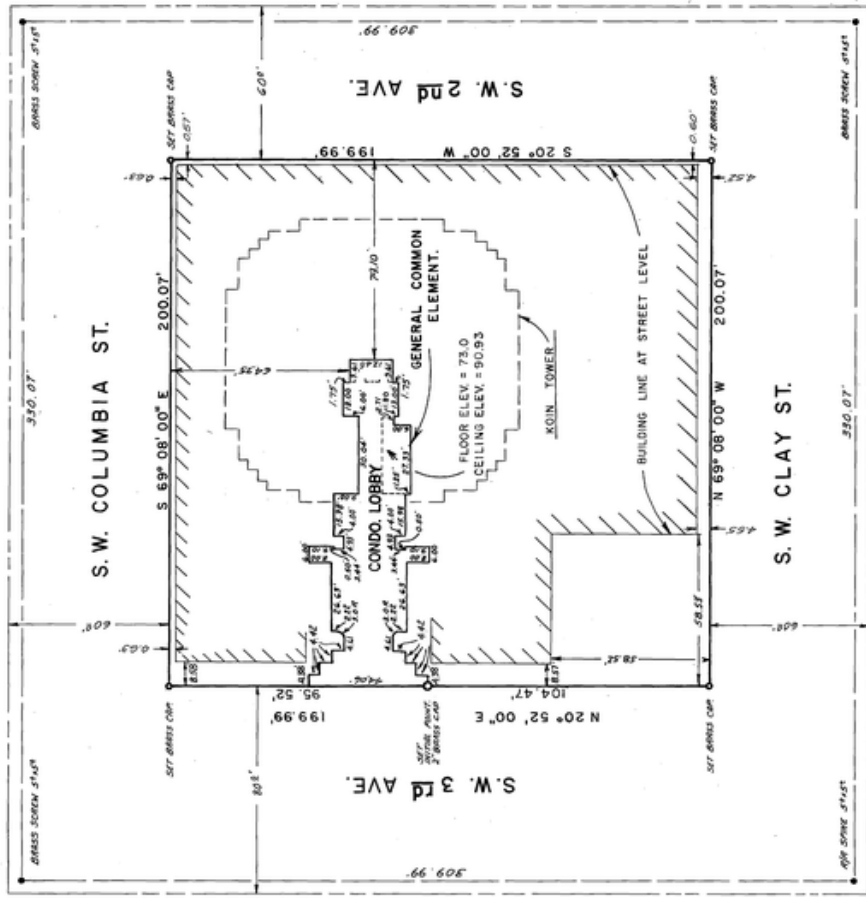


APPROVED May 23 1984
BUREAU OF SURVEYS - CITY OF PORTLAND
BY *[Signature]*

ATTEST:
RECORDED June 14 1984
MULTNOMAH COUNTY, OREGON
BY *[Signature]* DEPUTY

FOUNTAIN PLAZA CONDOMINIUM NO. 1
(A REPLAT OF A PORTION OF BLK. 131, CITY OF PORTLAND)

N.W. 1/4 SEC. 3, T15S., R1E., W.M.
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.
SCALE: 1" = 30'
DATE: APRIL, 1984
PETTUJON ENGINEERING COMPANY, INC.
4145 N.E. CULLY BLVD., PORTLAND, OREGON
SIDE 1 OF 8



DIAMETER MONUMENT FOUND AS INDICATED
• DIAMETER 1 1/2" BRASS CAP SET FLUSH WITH SURFACE OF GRANITE SLAB AUGER FINISHED CONCRETE SIDE WALK
○ DIAMETER 2" BRASS CAP SET FLUSH WITH SURFACE OF GRANITE SLAB IN FINISHED CONCRETE SIDEWALK
○ ALL BRASS CAPS ARE FINISHED AND STAMPED "S 812". THE INITIAL POINT IS ALSO STAMPED "INITIAL POINT".
THIS SURVEY IS BASED ON RECORD SURVEY NO. 42846 (PETTUJON FILE NO. A-7219) 12.17
34-41
(34)

6-14-84

FOUNTAIN PLAZA CONDOMINIUM NO. 1

(A REPLAY OF A PORTION OF BLK. 131, CITY OF PORTLAND)

N.W. 1/4 SEC. 3, T.15, R.1E., W.M.
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.
SCALE: 1" = 20'

DATE: APRIL, 1984

PETTICORN ENGINEERING COMPANY, INC.
SIDE 4 OF 8

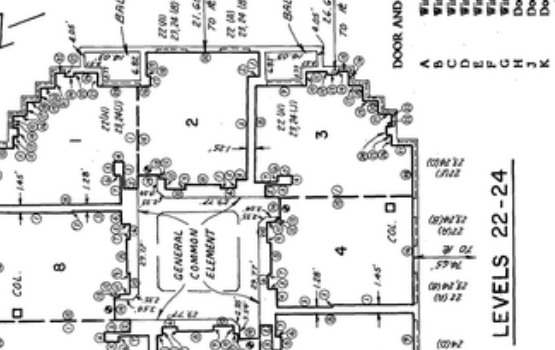
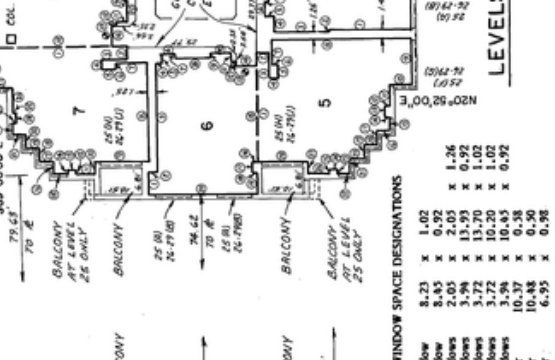
LEVELS 25-29

UNIT 1			UNIT 2			UNIT 3		
Dimension	Length	Area	Dimension	Length	Area	Dimension	Length	Area
1	26.27	8.23	1	1.81	0.33	1	21.10	6.81
2	2.39	0.57	2	2.33	0.54	2	2.67	0.71
3	5.44	1.48	3	2.57	0.70	3	2.67	0.71
4	2.55	0.69	4	3.13	0.84	4	3.13	0.84
5	3.21	0.86	5	2.48	0.68	5	2.48	0.68
6	7.14	1.96	6	7.43	2.01	6	7.43	2.01
7	7.43	2.01	7	6.06	1.68	7	6.06	1.68
8	6.06	1.68	8	6.06	1.68	8	6.06	1.68
9	11.28	3.03	9	11.28	3.03	9	11.28	3.03
10	4.55	1.24	10	4.55	1.24	10	4.55	1.24
11	6.13	1.67	11	6.13	1.67	11	6.13	1.67
12	6.95	1.92	12	6.95	1.92	12	6.95	1.92
13	5.13	1.38	13	5.13	1.38	13	5.13	1.38
14	5.13	1.38	14	5.13	1.38	14	5.13	1.38
15	25.29	6.81	15	25.29	6.81	15	25.29	6.81
16	3.28	0.89	16	3.28	0.89	16	3.28	0.89
17	3.28	0.89	17	3.28	0.89	17	3.28	0.89
18	3.28	0.89	18	3.28	0.89	18	3.28	0.89
19	4.49	1.24	19	4.49	1.24	19	4.49	1.24
20	3.28	0.89	20	3.28	0.89	20	3.28	0.89
21	3.28	0.89	21	3.28	0.89	21	3.28	0.89
22	2.48	0.68	22	2.48	0.68	22	2.48	0.68
23	2.48	0.68	23	2.48	0.68	23	2.48	0.68
24	2.21	0.60	24	2.21	0.60	24	2.21	0.60
25	3.52	0.96	25	3.52	0.96	25	3.52	0.96
26	2.48	0.68	26	2.48	0.68	26	2.48	0.68
27	2.48	0.68	27	2.48	0.68	27	2.48	0.68
28	11.99	3.35	28	11.99	3.35	28	11.99	3.35
Floor Area: 918 Sq Ft.			Floor Area: 918 Sq Ft.			Floor Area: 918 Sq Ft.		

UNIT 4			UNIT 5			UNIT 6		
Dimension	Length	Area	Dimension	Length	Area	Dimension	Length	Area
1	26.27	8.23	1	1.81	0.33	1	21.10	6.81
2	2.39	0.57	2	2.33	0.54	2	2.67	0.71
3	5.44	1.48	3	2.57	0.70	3	2.67	0.71
4	2.55	0.69	4	3.13	0.84	4	3.13	0.84
5	3.21	0.86	5	2.48	0.68	5	2.48	0.68
6	7.14	1.96	6	7.43	2.01	6	7.43	2.01
7	7.43	2.01	7	6.06	1.68	7	6.06	1.68
8	6.06	1.68	8	6.06	1.68	8	6.06	1.68
9	11.28	3.03	9	11.28	3.03	9	11.28	3.03
10	4.55	1.24	10	4.55	1.24	10	4.55	1.24
11	6.13	1.67	11	6.13	1.67	11	6.13	1.67
12	6.95	1.92	12	6.95	1.92	12	6.95	1.92
13	5.13	1.38	13	5.13	1.38	13	5.13	1.38
14	5.13	1.38	14	5.13	1.38	14	5.13	1.38
15	25.29	6.81	15	25.29	6.81	15	25.29	6.81
16	3.28	0.89	16	3.28	0.89	16	3.28	0.89
17	3.28	0.89	17	3.28	0.89	17	3.28	0.89
18	3.28	0.89	18	3.28	0.89	18	3.28	0.89
19	4.49	1.24	19	4.49	1.24	19	4.49	1.24
20	3.28	0.89	20	3.28	0.89	20	3.28	0.89
21	3.28	0.89	21	3.28	0.89	21	3.28	0.89
22	2.48	0.68	22	2.48	0.68	22	2.48	0.68
23	2.48	0.68	23	2.48	0.68	23	2.48	0.68
24	2.21	0.60	24	2.21	0.60	24	2.21	0.60
25	3.52	0.96	25	3.52	0.96	25	3.52	0.96
26	2.48	0.68	26	2.48	0.68	26	2.48	0.68
27	2.48	0.68	27	2.48	0.68	27	2.48	0.68
28	11.99	3.35	28	11.99	3.35	28	11.99	3.35
Floor Area: 918 Sq Ft.			Floor Area: 918 Sq Ft.			Floor Area: 918 Sq Ft.		

UNIT 7			UNIT 8		
Dimension	Length	Area	Dimension	Length	Area
1	26.27	8.23	1	1.81	0.33
2	2.39	0.57	2	2.33	0.54
3	5.44	1.48	3	2.57	0.70
4	2.55	0.69	4	3.13	0.84
5	3.21	0.86	5	2.48	0.68
6	7.14	1.96	6	7.43	2.01
7	7.43	2.01	7	6.06	1.68
8	6.06	1.68	8	6.06	1.68
9	11.28	3.03	9	11.28	3.03
10	4.55	1.24	10	4.55	1.24
11	6.13	1.67	11	6.13	1.67
12	6.95	1.92	12	6.95	1.92
13	5.13	1.38	13	5.13	1.38
14	5.13	1.38	14	5.13	1.38
15	25.29	6.81	15	25.29	6.81
16	3.28	0.89	16	3.28	0.89
17	3.28	0.89	17	3.28	0.89
18	3.28	0.89	18	3.28	0.89
19	4.49	1.24	19	4.49	1.24
20	3.28	0.89	20	3.28	0.89
21	3.28	0.89	21	3.28	0.89
22	2.48	0.68	22	2.48	0.68
23	2.48	0.68	23	2.48	0.68
24	2.21	0.60	24	2.21	0.60
25	3.52	0.96	25	3.52	0.96
26	2.48	0.68	26	2.48	0.68
27	2.48	0.68	27	2.48	0.68
28	11.99	3.35	28	11.99	3.35
Floor Area: 918 Sq Ft.			Floor Area: 918 Sq Ft.		

UNIT	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5	UNIT 6	UNIT 7	UNIT 8
Floor	Ceiling	Floor	Ceiling	Floor	Ceiling	Floor	Ceiling	Floor
22	379.31	356.26	379.30	356.29	379.28	356.27	379.30	356.28
23	387.28	374.99	388.37	366.09	387.65	366.61	387.06	366.62
24	378.77	363.77	378.79	360.72	378.41	360.78	378.29	360.78
25	384.50	374.53	384.48	374.48	384.43	374.43	384.48	374.48
26	408.51	388.29	408.51	388.28	408.52	388.27	408.48	388.28
27	416.51	396.29	416.51	396.28	416.52	396.27	416.48	396.28
28	427.38	404.28	427.38	404.28	427.38	404.28	427.38	404.28
29	427.38	404.28	427.38	404.28	427.38	404.28	427.38	404.28



DOOR AND WINDOW SPACE DESIGNATIONS

Designation	Length	Area
A Window	8.23	1.02
B Window	8.45	0.92
C Window	2.05	2.05
D Window	2.79	1.02
E Window	3.72	1.02
F Window	13.70	1.02
G Window	3.72	10.20
H Window	3.94	10.45
I Door	10.37	0.28
J Door	10.48	0.28
K Door	6.75	0.28

SEE GENERAL NOTES ON SIDE 6 (TYPICAL)

LEVELS 25-29

DOOR AND WINDOW SPACE DESIGNATIONS

Designation	Length	Area
A Window	8.23	1.02
B Window	8.45	0.92
C Window	2.05	2.05
D Window	2.79	1.02
E Window	3.72	1.02
F Window	13.70	1.02
G Window	3.72	10.20
H Window	3.94	10.45
I Door	10.37	0.28
J Door	10.48	0.28
K Door	6.75	0.28

SEE GENERAL NOTES, SIDE 6

LEVELS 22-24

FOUNTAIN PLAZA CONDOMINIUM NO. 1

(A REPLAT OF A PORTION OF BLK. 131, CITY OF PORTLAND)

N.W. 1/4 SEC. 3, T1S., R1E., W.M.
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.
 SCALE: 1" = 20'

DATE: APRIL, 1984

PETTUJOHN ENGINEERING COMPANY, INC.

SIDE 5 OF 8

DOOR AND WINDOW SPACE DESIGNATIONS

Designation	Dimensions
A	8.23 x 1.02
B	5.45 x 0.92
C	2.05 x 2.05
D	3.59 x 13.93
E	3.72 x 10.20
F	3.72 x 10.20
G	3.72 x 10.20
H	10.87 x 0.50
I	10.87 x 0.50
J	10.87 x 0.50
K	6.95 x 0.98

See General Notes, Side 6

UNIT 30-1

Dimension	Length
1	8.43
2	22.97
3	2.99
4	4.43
5	2.10
6	4.10
7	1.46
8	12.71
9	0.43
10	2.11
11	4.19
12	1.11
13	1.00
14	2.15
15	2.58
16	1.36
17	3.73
18	4.48
19	26.78
20	26.78
21	3.30
22	1.40
23	2.38
24	2.38
25	3.72
26	1.06
27	12.58
28	12.58

UNIT 30-2

Dimension	Length
1	8.43
2	22.97
3	2.99
4	4.43
5	2.10
6	4.10
7	1.46
8	12.71
9	0.43
10	2.11
11	4.19
12	1.11
13	1.00
14	2.15
15	2.58
16	1.36
17	3.73
18	4.48
19	26.78
20	26.78
21	3.30
22	1.40
23	2.38
24	2.38
25	3.72
26	1.06
27	12.58
28	12.58

UNIT 30-3

Dimension	Length
1	8.43
2	22.97
3	2.99
4	4.43
5	2.10
6	4.10
7	1.46
8	12.71
9	0.43
10	2.11
11	4.19
12	1.11
13	1.00
14	2.15
15	2.58
16	1.36
17	3.73
18	4.48
19	26.78
20	26.78
21	3.30
22	1.40
23	2.38
24	2.38
25	3.72
26	1.06
27	12.58
28	12.58

UNIT 30-4

Dimension	Length
1	8.43
2	22.97
3	2.99
4	4.43
5	2.10
6	4.10
7	1.46
8	12.71
9	0.43
10	2.11
11	4.19
12	1.11
13	1.00
14	2.15
15	2.58
16	1.36
17	3.73
18	4.48
19	26.78
20	26.78
21	3.30
22	1.40
23	2.38
24	2.38
25	3.72
26	1.06
27	12.58
28	12.58

UNIT 30-5

Dimension	Length
1	8.43
2	22.97
3	2.99
4	4.43
5	2.10
6	4.10
7	1.46
8	12.71
9	0.43
10	2.11
11	4.19
12	1.11
13	1.00
14	2.15
15	2.58
16	1.36
17	3.73
18	4.48
19	26.78
20	26.78
21	3.30
22	1.40
23	2.38
24	2.38
25	3.72
26	1.06
27	12.58
28	12.58

UNIT 30-6

Dimension	Length
1	8.43
2	22.97
3	2.99
4	4.43
5	2.10
6	4.10
7	1.46
8	12.71
9	0.43
10	2.11
11	4.19
12	1.11
13	1.00
14	2.15
15	2.58
16	1.36
17	3.73
18	4.48
19	26.78
20	26.78
21	3.30
22	1.40
23	2.38
24	2.38
25	3.72
26	1.06
27	12.58
28	12.58

UNIT 30-7

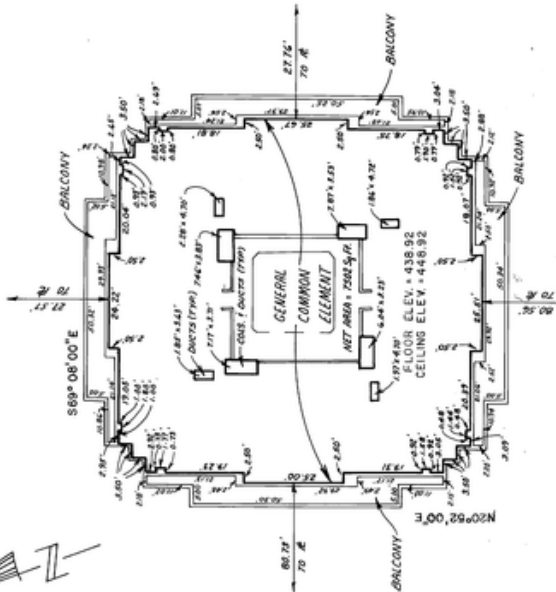
Dimension	Length
1	8.43
2	22.97
3	2.99
4	4.43
5	2.10
6	4.10
7	1.46
8	12.71
9	0.43
10	2.11
11	4.19
12	1.11
13	1.00
14	2.15
15	2.58
16	1.36
17	3.73
18	4.48
19	26.78
20	26.78
21	3.30
22	1.40
23	2.38
24	2.38
25	3.72
26	1.06
27	12.58
28	12.58

UNIT 30-8

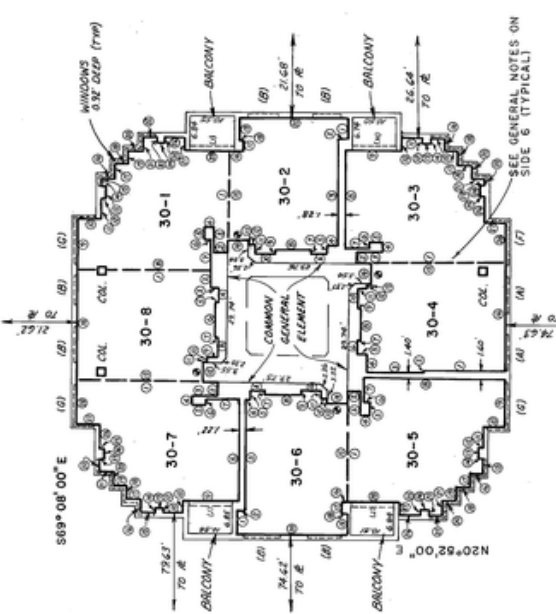
Dimension	Length
1	8.43
2	22.97
3	2.99
4	4.43
5	2.10
6	4.10
7	1.46
8	12.71
9	0.43
10	2.11
11	4.19
12	1.11
13	1.00
14	2.15
15	2.58
16	1.36
17	3.73
18	4.48
19	26.78
20	26.78
21	3.30
22	1.40
23	2.38
24	2.38
25	3.72
26	1.06
27	12.58
28	12.58

UNIT 30-9

Dimension	Length
1	8.43
2	22.97
3	2.99
4	4.43
5	2.10
6	4.10
7	1.46
8	12.71
9	0.43
10	2.11
11	4.19
12	1.11
13	1.00
14	2.15
15	2.58
16	1.36
17	3.73
18	4.48
19	26.78
20	26.78
21	3.30
22	1.40
23	2.38
24	2.38
25	3.72
26	1.06
27	12.58
28	12.58



LEVEL 31
(CONDO. STORAGE)



LEVEL 30

1217
 34-41
 (86) F-28-3
 6-14-84

FOUNTAIN PLAZA CONDOMINIUM NO.1

(A REPLAT OF A PORTION OF BLK. 131, CITY OF PORTLAND)

N.W. 1/4 SEC. 3, T1S., R1E., W.M.

CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.

SCALE: 1" = 20' DATE: APRIL, 1984

PETTIJOHN ENGINEERING COMPANY, INC.

SIDE 6 OF 8

GENERAL NOTES:

All unit ownerships, as dimensioned herein, are to the unexposed surface of the sheetrock at walls and ceilings and to the underside of the finished floors. Unit ownership lines are shown by dashed lines. Unit ownership lines are shown by dashed lines which enclose structural columns, wall and air conditioning ducts and primary plumbing for the building.

Door and window projections into the bearing walls are not included in the floor areas shown. Column locations, where shown isolated, are not included in the floor areas.

Floor elevations shown are on the underside of the finished floor and occur at, or near, the unit entrance. Ceiling elevations are shown on the underside of the sheetrock for the highest ceiling within the particular unit. Elevations are based on City of Portland datum. Reference Bench Mark is City of Portland brass cap No. 2820 (Elev. 50.680)

GENERAL NOTES, CONTINUED:

The condominium elevator shaft shown is included in the core area "General Common Element".

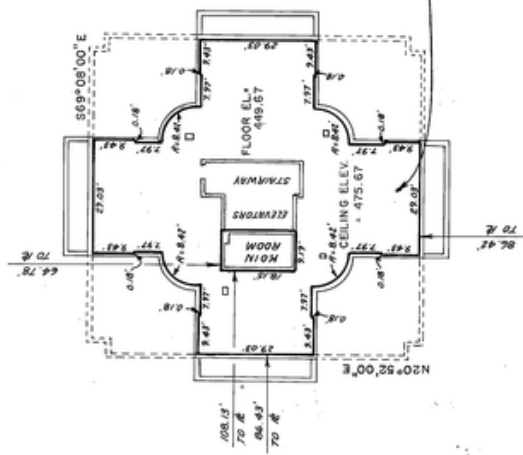
All balcony areas adjacent to units are Limited Common Elements.

The heavy dash lines appearing on the condominium dwelling units (sides 3, 4 and 5) are the vertical plane (theoretical property line) separating the individual units.

The "General Common Elements" include all the air space and improvements described herein other than the units and the adjacent balcony areas.

I certify that the plat fully and accurately depicts the boundaries of the units and that construction of the units and buildings as depicted on the plat has been completed.

Lydia M. Noid
Lydia M. Noid
Date 5-10-84
Registered Land Surveyor

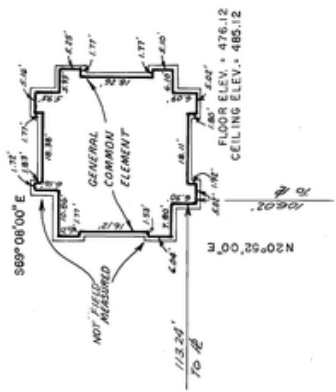


"GENERAL COMMON ELEMENT", EXCEPT THE KOIN ROOM AND THE STRUCTURAL COLUMNS.

THE KOIN ROOM IS EXCLUDED FROM THIS PLAT.

LEVEL 32

(EQUIPMENT ROOM)



LEVEL 33

(EQUIPMENT ROOM)

FOUNTAIN PLAZA CONDOMINIUM NO. 1

(A REPLAT OF A PORTION OF BLK. 131, CITY OF PORTLAND)

N.W. 1/4 SEC. 3, T.15., R.1E., W.M.
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.
SCALE: NONE DATE: APRIL, 1984

PETTIJOHN ENGINEERING COMPANY, INC.
SIDE 7 OF 8

AIR SPACE DESCRIPTION LOBBY AT LOWER LEVEL 40

An air space and the improvements contained therein between elevation 40.0 feet and elevation 95.0 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at a point that is North 20° 52' East, 18.43 feet and South 69° 08' East, 31.24 feet from the southwesterly corner of Block 131, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon; thence from said initial point North 20° 52' East, 16.81 feet; thence South 69° 08' East, 14.73 feet; thence South 20° 52' West, 17.43 feet; thence North 69° 08' West, 15.96 feet; thence North 20° 52' East, 0.84 feet; thence North 69° 08' West, 3.67 feet to the point of beginning.

AIR SPACE DESCRIPTION

LEVEL 19 MANAGER'S RESIDENCE & BALCONY

An air space and the improvements contained therein between elevation 31.73 feet and elevation 320.78 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at a point that is North 20° 52' East, 86.79 feet and South 69° 08' East, 53.91 feet from the southwesterly corner of Block 131, City of Portland, a duly recorded plat in the records of Multnomah County Oregon; thence from said point of beginning North 20° 52' East 57.42 feet; thence South 69° 08' East, 9.92 feet; thence North 20° 52' East, 1.55 feet; thence South 69° 08' East, 17.57 feet; thence North 20° 52' East, 0.33 feet; thence South 69° 08' East, 11.97 feet; thence South 20° 52' West, 33.78 feet; thence South 69° 08' East, 1.78 feet; thence South 20° 52' West, 9.66 feet; thence North 20° 52' West, 13.14 feet; thence North 69° 08' East, 1.13 feet; thence North 20° 08' West, 18.73 feet; thence North 20° 52' West, 17.03 feet; thence North 69° 08' West, 8.67 feet to the point of beginning.

AIR SPACE DESCRIPTION

GARBAGE ROOM & ACCESS AREA, LEVEL 19

An air space and the improvements contained therein between elevation 31.73 feet and elevation 330.0 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at a point that is North 20° 52' East, 123.07 feet and South 69° 08' East, 93.62 feet from the southwesterly corner of Block 131, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon; thence from said point of beginning North 20° 52' East, 33.04 feet; thence South 69° 08' East, 11.75 feet; thence South 20° 52' West, 11.73 feet; thence North 69° 08' West, 4.60 feet; thence South 20° 52' East, 13.23 feet; thence North 69° 08' East, 0.23 feet; thence South 20° 52' West, 3.57 feet; thence South 69° 08' East, 10.20 feet; thence North 20° 52' East, 1.39 feet; thence South 69° 08' East, 9.94 feet; thence North 20° 52' West, 3.38 feet; thence South 69° 08' East, 7.65 feet; thence South 20° 52' West, 6.27 feet; thence South 69° 08' East, 2.82 feet; thence North 20° 52' East, 0.60 feet; thence South 69° 08' East, 2.53 feet; thence South 20° 52' West, 9.36 feet; thence South 69° 08' East, 1.47 feet; thence North 20° 52' East, 0.32 feet; thence South 69° 08' East, 22.11 feet; thence North 20° 52' West, 2.57 feet; thence North 69° 08' West, 3.79 feet; thence South 69° 08' East, 8.59 feet; thence North 69° 08' West, 11.56 feet; thence North 20° 52' East, 6.40 feet; thence North 69° 08' West, 7.29 feet to the point of beginning.

AIR SPACE DESCRIPTION LOBBY AT STREET LEVEL

An air space and the improvements contained therein between elevation 73.0 feet and elevation 90.93 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at the initial point of the plat of Fountain Plaza Condominium No. 1, said initial point being North 20° 52' East, 104.87 feet from the southwesterly corner of Block 131, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon; thence from said initial point North 20° 52' East, 10.00 feet; thence North 69° 08' East, 14.06 feet; thence North 20° 52' East, 1.38 feet; thence South 69° 08' East, 1.42 feet; thence South 20° 52' West, 8.42 feet; thence South 69° 08' East, 4.82 feet; thence South 20° 52' West, 4.42 feet; thence South 69° 08' East, 4.61 feet; thence on a 3.0 foot radius curve to the left, which has a central angle of 90 degrees, an arc distance of 4.71 feet; thence North 20° 52' East, 2.22 feet; thence South 69° 08' East, 26.43 feet; thence North 20° 52' East, 8.00 feet; thence North 69° 08' West, 6.80 feet; thence North 20° 52' West, 3.44 feet; thence North 69° 08' West, 0.50 feet; thence North 20° 52' West, 3.44 feet; thence North 69° 08' East, 15.98 feet; thence North 20° 52' East, 9.00 feet; thence South 69° 08' East, 30.04 feet; thence North 20° 52' West, 6.00 feet; thence South 69° 08' East, 13.00 feet; thence North 20° 52' West, 1.73 feet; thence South 69° 08' East, 9.61 feet; thence North 20° 52' West, 1.73 feet; thence North 69° 08' West, 3.61 feet; thence South 20° 52' West, 1.80 feet; thence North 69° 08' West, 2.71 feet; thence South 20° 52' West, 6.00 feet; thence North 69° 08' West, 27.33 feet; thence North 20° 52' East, 1.25 feet; thence North 69° 08' West, 15.98 feet; thence North 20° 52' East, 4.00 feet; thence North 69° 08' East, 4.93 feet; thence South 20° 52' West, 3.44 feet; thence South 69° 08' East, 0.50 feet; thence South 20° 52' West, 9.10 feet; thence North 69° 08' West, 6.00 feet; thence North 20° 52' East, 2.82 feet; thence on a 3.00 foot radius curve to the right, which has a central angle of 90 degrees, an arc distance of 4.71 feet; thence North 69° 08' West, 4.61 feet; thence South 20° 52' West, 4.42 feet; thence North 69° 08' West, 4.42 feet; thence South 20° 52' West, 8.42 feet; thence North 69° 08' West, 4.42 feet; thence South 20° 52' West, 4.42 feet; thence North 69° 08' West, 4.38 feet to the point of beginning.

AIR SPACE DESCRIPTION CONDOMINIUM ELEVATOR SHAFT

An air space and the improvements contained therein between elevation 19.50 feet and elevation 975.67 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at a point that is North 20° 52' East, 117.79 feet and South 69° 08' East, 160.81 feet from the southwesterly corner of Block 131, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon; thence from said point of beginning North 20° 52' East, 17.43 feet; thence South 69° 08' East, 9.06 feet; thence South 20° 52' West, 17.43 feet; thence North 69° 08' West, 9.06 feet to the point of beginning.

AIR SPACE DESCRIPTION LOBBY AT LOWER LEVEL 30

An air space and the improvements contained therein between elevation 30.0 feet and elevation 39.03 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at a point that is North 20° 52' East, 89.39 feet and South 69° 08' East, 99.88 feet from the southwesterly corner of Block 131, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon; thence from said point of beginning North 20° 52' East, 16.46 feet; thence South 69° 08' East, 2.65 feet; thence North 20° 52' East, 8.37 feet; thence South 69° 08' East, 1.30 feet; thence North 20° 52' East, 8.04 feet; thence on a 12.50 foot radius curve to the right, which has a central angle of 90 degrees, an arc distance of 19.63 feet; thence South 69° 08' East, 0.38 feet; thence North 20° 52' East, 0.30 feet; thence South 69° 08' East, 9.06 feet; thence South 20° 52' West, 17.43 feet; thence North 69° 08' West, 9.06 feet; thence South 20° 52' West, 3.51 feet; thence North 69° 08' West, 5.97 feet; thence South 20° 52' West, 26.42 feet; thence North 69° 08' West, 23.00 feet to the point of beginning.

1217
94-41 6-14-84
(38) F-28-3

FOUNTAIN PLAZA CONDOMINIUM NO. 1

(A REPLAT OF A PORTION OF BLK. 131, CITY OF PORTLAND)

N.W. 1/4 SEC. 3, T1S., R1E., W.M.

CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.

SCALE: NONE DATE: APRIL, 1984

PETTUOHN ENGINEERING COMPANY, INC.

SIDE 8 OF 8

AIR SPACE DESCRIPTION

CONDOMINIUM UNIT, LEVELS 20 THROUGH 31

An air space and the improvements contained therein between elevation 380.73 feet and elevation 483.12 feet, which has a horizontal perimeter that is Block 131, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon.

AIR SPACE DESCRIPTION

LEVEL 33 EQUIPMENT ROOM

An air space and the improvements contained therein between elevation 476.12 feet and elevation 483.12 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at a point that is North 20° 32' East, 106.02 feet and South 69° 08' East, 113.24 feet from the southwesterly corner of Block 131, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon; thence from said point of beginning North 20° 32' East, 6.30 feet; thence North 69° 08' West, 7.80 feet; thence North 20° 32' East, 6.04 feet; thence South 69° 08' East, 1.53 feet; thence North 20° 32' East, 10.67 feet; thence North 69° 08' West, 1.77 feet; thence South 69° 08' East, 10.86 feet; thence North 20° 32' East, 6.16 feet; thence South 69° 08' East, 1.72 feet; thence South 20° 32' West, 1.83 feet; thence South 69° 08' East, 18.38 feet; thence North 20° 32' East, 1.77 feet; thence South 69° 08' East, 5.16 feet; thence South 20° 32' West, 5.93 feet; thence South 69° 08' East, 5.93 feet; thence South 20° 32' West, 5.25 feet; thence North 69° 08' West, 1.77 feet; thence North 20° 32' East, 18.26 feet; thence North 69° 08' East, 1.77 feet; thence South 20° 32' West, 1.80 feet; thence North 69° 08' East, 5.02 feet; thence South 20° 32' West, 6.09 feet; thence North 69° 08' West, 18.11 feet; thence South 20° 32' West, 1.92 feet; thence North 69° 08' West, 5.02 feet to the point of beginning.

AIR SPACE DESCRIPTION

LEVEL 32 EQUIPMENT ROOM

An air space and the improvements contained therein between elevation 449.67 feet and elevation 476.12 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at a point that is North 20° 32' East, 86.42 feet and South 69° 08' East, 112.07 feet from the southwesterly corner of Block 131, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon; thence from said point of beginning North 20° 32' East, 7.97 feet; thence North 69° 08' West, 1.81 feet; thence North 20° 32' East, 7.97 feet; thence North 69° 08' West, 1.81 feet; thence North 20° 32' East, 8.82 feet; thence North 69° 08' West, 7.97 feet; thence South 20° 32' West, 0.18 feet; thence North 69° 08' West, 9.43 feet; thence North 20° 32' East, 29.03 feet; thence South 69° 08' East, 9.43 feet; thence South 20° 32' West, 0.18 feet; thence South 69° 08' East, 7.97 feet; thence on a 8.42 foot radius curve to the right, which has a central angle of 90 degrees, 69° 08' West, 0.18 feet; thence North 20° 32' East, 9.43 feet; thence South 69° 08' West, 0.18 feet; thence North 20° 32' West, 7.97 feet; thence North 69° 08' East, 0.18 feet; thence South 20° 32' West, 7.97 feet; thence on a 8.42 foot radius curve to the right, which has a central angle of 90 degrees, 69° 08' East, 9.43 feet; thence North 20° 32' West, 7.97 feet; thence on a 8.42 foot radius curve to the right, which has a central angle of 90 degrees, 69° 08' East, 7.97 feet; thence North 20° 32' East, 0.18 feet; thence South 69° 08' West, 9.43 feet; thence North 20° 32' East, 0.18 feet; thence South 69° 08' West, 7.97 feet; thence on a 8.42 foot radius curve to the right, which has a central angle of 90 degrees, an arc distance of 13.23 feet; thence South 20° 32' West, 7.97 feet; thence South 69° 08' East, 0.18 feet; thence South 20° 32' West, 9.43 feet; thence North 69° 08' West, 29.03 feet to the point of beginning, except the KOIN room parcel that is described as follows:

Beginning at a point that is North 20° 32' East, 117.04 feet and South 69° 08' East, 108.13 feet from the southwesterly corner of said Block 131; thence North 20° 32' East, 18.15 feet; thence South 69° 08' East, 9.19 feet; thence South 20° 32' West, 18.15 feet; thence North 69° 08' West, 9.19 feet to the point of beginning.

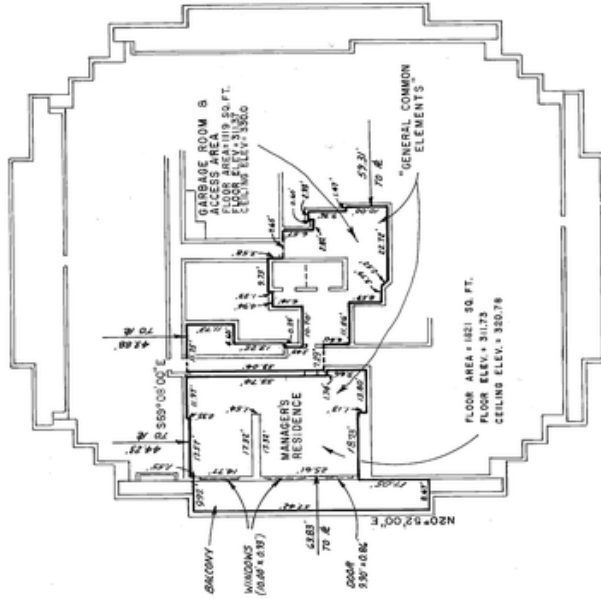
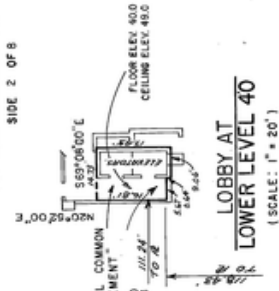
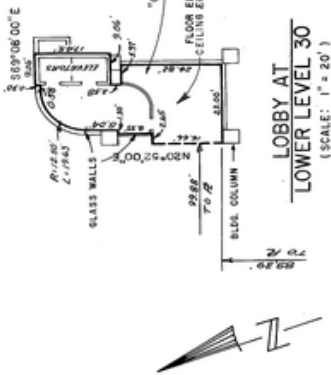
FOUNTAIN PLAZA CONDOMINIUM NO. 1

(A REPLAT OF A PORTION OF BLK. 131, CITY OF PORTLAND)

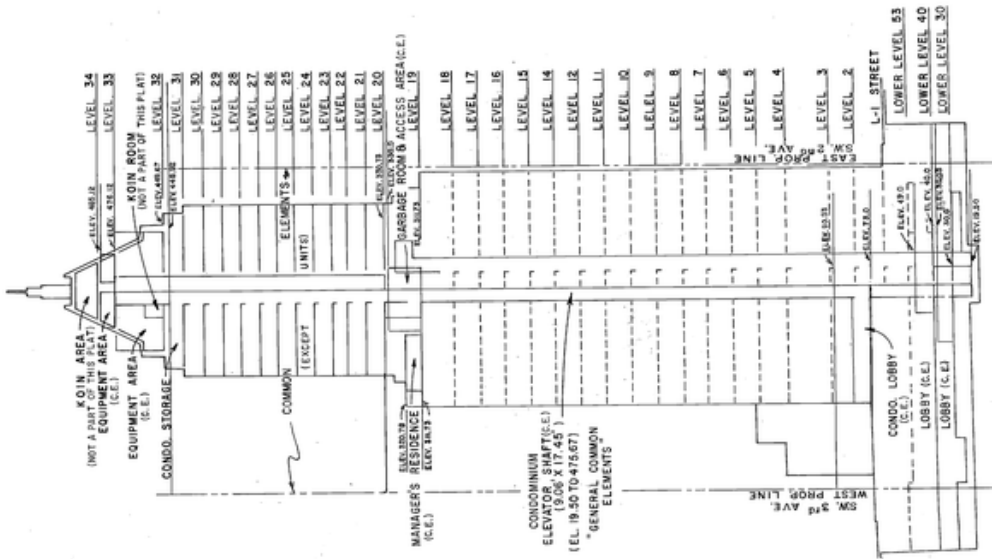
N.W. 1/4 SEC. 3, T15., R1E., W.M.
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.
 SCALE: AS SHOWN. DATE: APRIL, 1984

PETTLIOWN ENGINEERING COMPANY, INC.

SIDE 2 OF 8



NOTE:
 THE MANAGER'S RESIDENCE &
 THE MAIN LOBBY AT STREET
 LEVEL ARE "GENERAL
 COMMON ELEMENTS".



COMMON ELEMENT
 The Common Elements (C.E.) are on the property described on sheet
 2 and 3 of this instrument.
 EXCEPT those portions designated as units herein.

1217
 34-41
 (40)
 6-14-84
 F-28-3

FOUNTAIN PLAZA CONDOMINIUM NO. 1

(A REPLAT OF A PORTION OF BLK. 131, CITY OF PORTLAND)

N.W. 1/4 SEC. 3, T15S., R1E., W.M.
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.
SCALE: 1" = 20'

PETTJUN ENGINEERING COMPANY, INC.
SIDE 3 OF 8

DOOR AND WINDOW SPACE DESIGNATIONS

A	Window	8-23	x	1-02
B	Window	8-95	x	0-92
C	Window	2-05	x	2-05
D	Window	3-76	x	13-35
E	Window	3-72	x	10-20
F	Window	3-72	x	10-20
G	Window	3-96	x	10-85
H	Door	10-37	x	0-35
J	Door	10-88	x	0-50
K	Door	6-95	x	0-38

See General Notes, Side 6

UNIT 20-1

Dimension	Length
1	27.41
2	6.47
3	2.47
4	2.13
5	2.13
6	30.29
7	15.45
8	9.93
9	13.27
10	3.13
11	1.19
12	1.19
13	1.19
14	6.43
15	2.26
16	2.26
17	2.44
18	1.18
19	11.82
20	11.82

Floor A: 970 Sq. Ft.
Floor EL: 339.77
Ceiling EL: 339.77

UNIT 20-2

Dimension	Length
1	4.25
2	24.96
3	2.34
4	2.34
5	3.91
6	3.91
7	17.47
8	11.27
9	5.15
10	5.15
11	6.99
12	6.99
13	6.43
14	6.43
15	6.43
16	23.26
17	6.73
18	7.18
19	7.18
20	23.27

Floor A: 970 Sq. Ft.
Floor EL: 339.77
Ceiling EL: 339.77

UNIT 20-3

Dimension	Length
1	27.19
2	2.59
3	2.59
4	2.59
5	1.92
6	2.59
7	2.59
8	15.56
9	6.81
10	4.17
11	1.19
12	6.86
13	1.19
14	12.56
15	21.49
16	2.43
17	1.18
18	2.46
19	2.46
20	11.26

Floor A: 911 Sq. Ft.
Floor EL: 338.76
Ceiling EL: 339.77

UNIT 20-4

Dimension	Length
1	34.26
2	6.43
3	2.32
4	2.32
5	7.68
6	3.14
7	8.82
8	8.82
9	13.27
10	9.43
11	5.13
12	2.28
13	2.28
14	6.76
15	3.53
16	11.21
17	5.26
18	5.26
19	13.42
20	13.42

Floor A: 999 Sq. Ft.
Floor EL: 338.75
Ceiling EL: 339.76

UNIT 20-5

Dimension	Length
1	26.82
2	3.88
3	6.27
4	2.26
5	2.26
6	1.25
7	7.83
8	6.42
9	6.42
10	5.01
11	1.18
12	1.18
13	2.15
14	2.15
15	21.33
16	3.28
17	3.28
18	1.46
19	3.28
20	27.47

Floor A: 967 Sq. Ft.
Floor EL: 338.43
Ceiling EL: 339.51

UNIT 21-4

Dimension	Length
1	26.34
2	7.92
3	6.14
4	2.52
5	2.52
6	2.98
7	1.43
8	1.43
9	6.23
10	5.41
11	5.41
12	6.97
13	6.97
14	3.23
15	3.23
16	27.48
17	3.92
18	3.92
19	3.22
20	3.22
21	8.42
22	8.42
23	6.93
24	2.43
25	11.10

Floor A: 994 Sq. Ft.
Floor EL: 344.53
Ceiling EL: 345.25

UNIT 21-5

Dimension	Length
1	26.34
2	7.92
3	6.14
4	2.52
5	2.52
6	2.98
7	1.43
8	1.43
9	6.23
10	5.41
11	5.41
12	6.97
13	6.97
14	3.23
15	3.23
16	27.48
17	3.92
18	3.92
19	3.22
20	3.22
21	8.42
22	8.42
23	6.93
24	2.43
25	11.10

Floor A: 1013 Sq. Ft.
Floor EL: 344.53
Ceiling EL: 345.25

UNIT 21-6

Dimension	Length
1	20.36
2	6.18
3	1.43
4	2.36
5	2.36
6	3.82
7	1.83
8	3.82
9	6.43
10	6.43
11	5.27
12	1.13
13	1.13
14	3.33
15	3.33
16	27.41
17	27.41

Floor A: 964 Sq. Ft.
Floor EL: 344.53
Ceiling EL: 345.38

UNIT 21-7

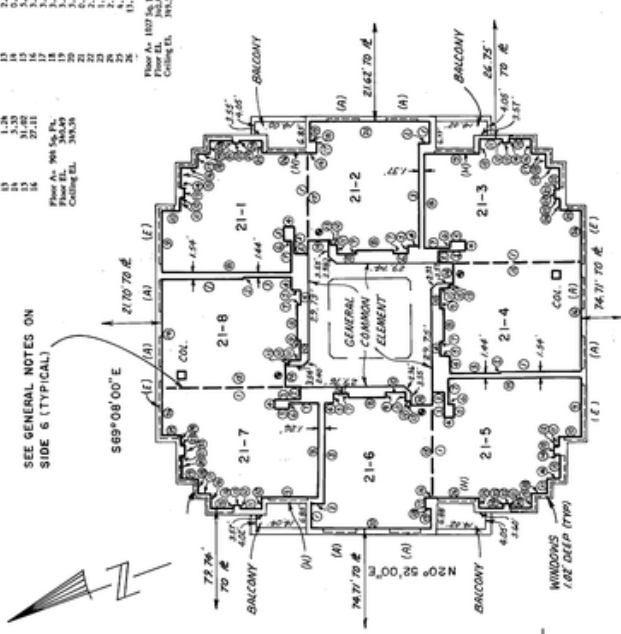
Dimension	Length
1	34.57
2	3.27
3	3.27
4	2.52
5	2.52
6	2.52
7	7.83
8	7.83
9	13.27
10	9.43
11	5.13
12	1.14
13	1.14
14	6.76
15	3.53
16	11.21
17	5.26
18	5.26
19	13.42
20	13.42

Floor A: 1077 Sq. Ft.
Floor EL: 344.53
Ceiling EL: 345.38

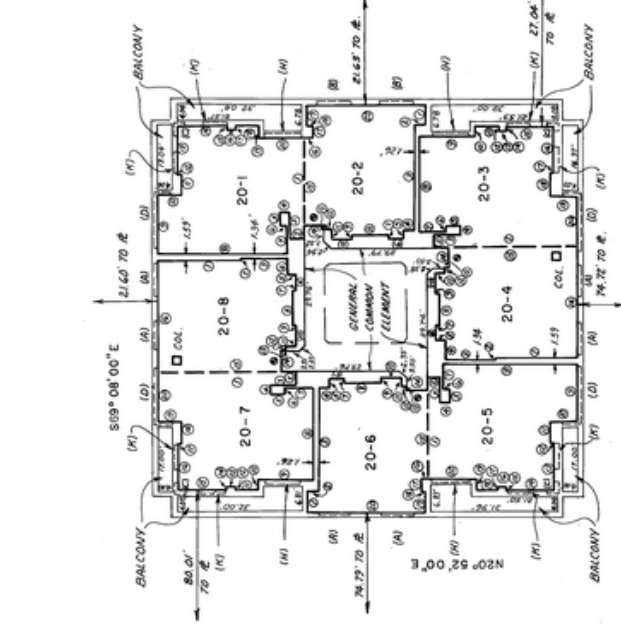
UNIT 21-8

Dimension	Length
1	26.34
2	7.92
3	6.14
4	2.52
5	2.52
6	2.98
7	1.43
8	1.43
9	6.23
10	5.41
11	5.41
12	6.97
13	6.97
14	3.23
15	3.23
16	27.48
17	3.92
18	3.92
19	3.22
20	3.22
21	8.42
22	8.42
23	6.93
24	2.43
25	11.10

Floor A: 1013 Sq. Ft.
Floor EL: 344.53
Ceiling EL: 345.25



LEVEL 20



LEVEL 21

12/17
34-41
(41)
6-14-84
F-28-3

SAFELO

BOOK 1754 PAGE 324

CONDOMINIUM DECLARATION
OF FOURTATH PLAZA CONDOMINIUM NO. 1
MADE PURSUANT TO THE OREGON CONDOMINIUM ACT

40997

JUN 24 1964

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Exhibits to Declaration

- Exhibit A - Property Description
- Exhibit B - Allocation of Interest in Common Elements
- Exhibit C - Bylaws of Fountain Plaza Condominium No. 1 Association

DECLARATION OF FOUNTAIN PLAZA CONDOMINIUM NO. 1
MADE PURSUANT TO THE OREGON CONDOMINIUM ACT

This Declaration, to be effective upon its recording in Multnomah County, Oregon, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 14 day of June, 1984, by Fountain Plaza Condominium, Inc. (hereinafter "Declarant") and by Olympia & York Properties (Oregon), Inc. (hereinafter "Fee Owner").

Declarant proposes to create a residential Condominium to be known as FOUNTAIN PLAZA CONDOMINIUM NO. 1, composed of eighty-eight (88) Units located on levels twenty through thirty (20-30) of the KOIN Center, a building of thirty-one (31) stories and three (3) subsurface levels, located at Southwest Third and Clay Streets in the City of Portland, Multnomah County, Oregon. The purpose of this Declaration is to submit FOUNTAIN PLAZA CONDOMINIUM NO. 1 to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act. As Declarant is the lessor of certain property subject to this Declaration, under the KOIN Center Air Space Lease Agreement, which is being executed and recorded concurrently herewith in the deed records of Multnomah County, Oregon, Fee Owner is joining in this Declaration for the purpose of consenting to the leasehold interest being submitted to the provisions of the Oregon Condominium Act.

1. DEFINITIONS AND INTERPRETATION.

1.1 Definitions. As used in this Declaration, the Articles of Incorporation of the Fountain Plaza Condominium No. 1 Unit Owners Association, its Bylaws and its Rules and Regulations, and any Exhibits to any of them, unless the context shall otherwise require, the following definitions shall prevail:

1.1.1 Act shall mean the Oregon Condominium Act, currently ORS 94.054 to 94.400 and 94.991, as amended from time to time.

1.1.2 Association means the nonprofit corporate entity responsible for the operation of the Condominium.

1.1.3 Board means the Board of Directors of the Association.

1.1.4 Bylaws means the Bylaws of the Association as amended from time to time.

1.1.5 Common Elements means all those portions of the Condominium exclusive of the Units.

1.1.6 Condominium means the property that is subjected to condominium ownership hereby and all improve-

ments thereon and all easements and rights appurtenant thereto constituting a part of the Condominium.

1.1.7 Declaration shall mean this Condominium Declaration and any amendments thereto.

1.1.8 Dwelling Unit means two or more contiguous Units on the same floor.

1.1.9 Legal Requirements means valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof, as well as all provisions regarding use of the Condominium space set forth in the Air Space Lease Agreement referred to in the recitals of this Declaration.

1.1.10 Limited Common Elements means the Common Elements designated in Section 6.

1.1.11 Mortgage shall include a deed of trust and contract for the sale of real estate.

1.1.12 Mortgagee shall include a deed of trust beneficiary and a vendor under contract for the sale of real estate.

1.1.13 Owner means the owner or owners of a Unit, but does not include a Mortgagee unless in possession.

1.1.14 Plans means the plat for the Condominium which is being recorded in the deed records of Multnomah County, Oregon, concurrently with this Declaration and any revisions of such plat subsequently recorded.

1.1.15 Unit means that part of the Condominium designated in Section 4 as such and comprises the space enclosed by its boundaries as described in Section 4.

1.2 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of Oregon law. The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1.3 Mortgage Approval. For purposes of determining the percentage of first Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds first Mortgage on more than one Dwelling Unit, such Mortgagee shall be deemed a separate Mortgagee as to each such Dwelling Unit.

1.4 Original owner of Units. Declarant is the original owner of all Units and will continue to be deemed the owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are filed of record.

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1.5. **Captions and Exhibits.** The captions given herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.6. **Miscellaneous.** All terms and words used in this Declaration, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. "And/or" when applied to two or more matters or things shall be construed to apply to any one or more or all thereof as the circumstances warrant at the time in question. "Herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Declaration as a whole, and not to any particular section, unless expressly so stated.

2. **PROPERTY SUBMITTED.** The property submitted to the Act is Declarant's leasehold interest for a term ending January 12, 2001 (subject to a contingent right to extend for up to an additional ninety-nine (99) years) in the air space located in the city of Portland, Multnomah County, Oregon, and described on Exhibit A. Fee Owner is executing this Declaration as the fee owner of the subject land, which includes such air space, for the purpose of consenting to this submission. The air space submitted includes the portion of the KOH Center Building contained in such air space and all property located therein.

3. **NAME.** The name by which the property hereby submitted is to be identified is "FOUNTAIN PLAZA CONDOMINIUM NO. 1."

4. UNITS.

4.1. **General Description of Building.** The Condominium is primarily located on levels nineteen through thirty-one (19-31) of a thirty-one (31) story building of reinforced concrete and steel construction with brick siding. The building has three subterranean levels. The KOH Center Air Space Lease Agreement provides lessor shall make available or will cause to be made available to the owners, without charge, not less than one automobile parking space per two Units in a secured portion of the garage area on lower level thirty (30) of the building. The Association and the owners may contract for additional non-exclusive parking spaces directly with lessor or with lessor's garage manager at the then prevailing charges and terms for the office tenants in the remainder of the building as such spaces are available in the building and/or in adjacent buildings which have interconnected parking facilities. The Owners may only assign their right to use their parking space(s) to another Owner and only for as long as such person shall remain an Owner. Use of the parking area shall always be conditional upon compliance with reasonable regulations adopted from time to time by lessor.

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4.2 General Description, Location and Description of Units. The Condominium consists of a total of eighty-eight (88) Units. No Owner may own, purchase or use less than a Dwelling Unit. The approximate area, dimensions, designation and location of each Unit are shown on the Plans.

4.3 Boundaries of Units. Each Unit shall be bounded by the interior surfaces of its perimeter and bearing walls (except the boundary between Units constituting a Dwelling Unit which boundary shall be the vertical plane as shown on the Plans), floors, ceilings, skylights, windows and window frames, doors and door frames, and trim, and shall include both the interior surfaces so described (including the unexposed face of the sheetrock and the underside of the finished floor) and the air space so encompassed. In addition, each Unit shall include the outlet of any utility service lines, including water, sewer, electricity or cable TV, and ventilating or air conditioning ducts, but shall not include any part of such lines or ducts themselves.

5. GENERAL COMMON ELEMENTS. Each Owner will be entitled to the following percentage ownership interest in the Common Elements determined by the ratio which the area of the Owner's Units bears to the total area of all Units combined, as shown on the Plans and the table attached as Exhibit B. The Association shall assign at least one of the storage areas on level thirty-one (31) to each Dwelling Unit, and any subsequent reassignment shall be subject to the written consent of the Owners affected. Use of the manager's residence on level nineteen (19) shall be restricted to the manager. The general location of the Common Elements is shown on the Plans. The general Common Elements consist of all parts of the Condominium other than the Units and Limited Common Elements and include without limitation the following:

5.1 All floor slabs, ceilings, exterior windows, roofs, columns, beams, girders, supports, bearing walls, roofs, chutes, hallways, corridors, stairways, entrances and exits which are not part of a Unit.

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

5.3 The forty-four separate storage areas on level thirty-one (31) as shown on the Plans.

5.4 The manager's residence on level nineteen (19) as shown on the Plans.

5.5 The main lobby and entrance to the Condominium on level one (1) as shown on the Plans.

5.6 The Condominium elevators as shown on the Plans.

5.7 The elevator lobbies on lower levels thirty (30) and forty (40) as shown on the Plans.

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6.8 The air space containing the foregoing.

6.9 All other elements of the Condominium necessary or convenient to its existence, maintenance and safety, or normally in common use, except as may be expressly designated herein as a part of a Unit or a Limited Common Element.

6. LIMITED COMMON ELEMENTS. All balconies and the air space containing such shall constitute Limited Common Elements, the use of which shall be restricted to the Units to which they adjoin as shown on the Plans.

7. OCCUPATION AND USE. The Units are intended solely for private single family residential use as more particularly provided in Section 7 of the Bylaws attached as Exhibit B.

8. SHORT TERM LEASE OR RENTAL OF DWELLING UNITS.

8.1 Restricted to Dwelling Units. No owner shall rent or lease less than an entire Dwelling Unit.

8.2 Restriction on Lease or Rental. No Owner shall lease or rent a Dwelling Unit unless:

8.2.1 Such lease or rental is for a non-renewable period of at least twelve (12) months but not more than thirty-six (36) months and is by written agreement providing that the Lessee shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure by the Lessee or tenant to comply with such shall be a default under the lease or rental agreement.

8.2.2 The tenant is approved by the Board as to his financial ability to meet the financial obligations to the Association of an Owner of a Dwelling Unit.

8.2.3 The owner causes the tenant to deliver to the Association an agreement signed by the tenant substantially to the following effect: "I, _____, covenant and agree that I, members of my household and my guests from time to time, in using the Dwelling Unit rented by me and the Common Elements, will comply with the Oregon Condominium Act, the Declaration and the Bylaws, the Board's, Air Space Lease Agreement, and all rules and regulations of the Association, during the term of my tenancy."

8.3 Common Expense Payment by Lessee. No tenant shall be liable for the payment of common expenses unless notified by the Association that the Owner is in default of payment of common expenses. In which case the tenant shall pay the same directly to the Association. Any Owner leasing a Dwelling Unit shall not be relieved hereby from any of the obligations with respect to the Dwelling Unit, which shall be joint and several with the tenant.

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9. SALE, LONG-TERM LEASE, OTHER ALIENATION OF UNITS

9.1 Sale or Lease. Any Owner other than the Declarant who wishes to sell or lease (for a term exceeding thirty-six (36) months, including options) a Dwelling Unit (or any lease of any Dwelling Unit wishing to assign or sublease such Dwelling Unit for a term exceeding thirty-six (36) months, including options) shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale or lease, together with the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase or lease such Dwelling Unit upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the Owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, contract to sell or lease (or sublease or assign) such Dwelling Unit to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close said proposed sale or lease transaction or wishes to change the terms thereof within said ninety (90) days, the Dwelling Unit again shall become subject to the Board's right of first refusal as herein provided.

9.2 Gift. Any Owner other than the Declarant who wishes to make a gift of a Dwelling Unit or any interest therein shall give to the Board not less than ninety (90) days' written notice of his intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase such Dwelling Unit or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the owner desiring to make such gift shall each appoint a qualified real estate appraiser experienced in the appraisal of condominium units in Portland, Oregon to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser experienced in the appraisal of condominium units in Portland, Oregon to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Dwelling Unit or interest therein which the owner contemplates conveying by gift and shall thereupon give written notice of such determination to such donee and the Board. If either shall fail to select an appraiser, then the appraiser designated by the other party shall

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make the appraisal. The Board's option to purchase the Dwelling Unit or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value.

9.3 Devise and Intestacy. In the event any Owner dies leaving a will or other testamentary device (including but not limited to a revocable inter vivos trust) devising a Dwelling Unit, or any interest therein, and said will is admitted to probate (or in the event any owner dies intestate), the members of the Board acting on behalf of the other Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase the Dwelling Unit, or interest therein, either from the devisee thereof named in said will, or if the power of sale is exercised by the personal representative named therein, from the personal representative acting pursuant to said power, or in the event of intestacy, from the heirs entitled to the Dwelling Unit, or in the event of a revocable inter vivos trust, from the trustee(s) thereof, for cash at a fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser experienced in the appraisal of condominium units in Portland, Oregon to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee, personal representative, heirs or trustee(s), as the case may be. Within fifteen (15) days thereafter said devisee, personal representative, heirs or trustee(s) as the case may be, shall appoint a qualified real estate appraiser experienced in the appraisal of condominium units in Portland, Oregon, to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser experienced in the appraisal of condominium units in Portland, Oregon, to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine by majority vote, the fair market value of the Dwelling Unit as of the date of the Unit Owner's death, or interest therein, devised by the deceased Owner, passing through intestacy or subject to such other testamentary device and shall thereupon give written notice of such determination to the Board and said devisee, personal representative, heirs or trustee(s) as the case may be. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the Dwelling Unit, or interest therein, at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee, personal representative, heirs or trustee(s) as the case may be, within the said option periods.

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9.4 Involuntary Sale. In the event any Dwelling Unit or interest therein is sold at a judicial or execution sale (other than a Mortgage foreclosure sale) the person acquiring title through such sale before taking possession of the Unit so sold shall give thirty (30) days' written notice to the Board of an intention so to do, whereupon the members of the Board acting on behalf of the Owners shall have an irrevocable option to purchase such Dwelling Unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Dwelling Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

9.5 Consent of Unit Owners. The Board shall not exercise any option hereinabove set forth to purchase any Dwelling Unit or interest therein without the prior written consent of the Owners of at least sixty-six (66) Units. The Board or its duly authorized representative, acting on behalf of the other Owners, may bid to purchase at any sale of a Dwelling Unit or interest therein of any Owner, living or deceased, which is held pursuant to an order or direction of a court, upon the prior written consent of the Owners of at least sixty-six (66) Units, which consent shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Dwelling Unit or interest therein.

9.6 Proof of Termination of Option. A certificate executed and acknowledged by the Secretary of the Board stating that the provisions of this Section 9 as hereinabove set forth have been met by an Owner, or have been duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith and such certificate shall be furnished to any Owner who has in fact complied with the provisions of this Section or in respect to whom the provisions of this Section have been waived, upon request, at a reasonable fee, not to exceed One Hundred Dollars (\$100.00), plus such reasonable attorneys fees as may be incurred by the Board in issuing the certificate.

9.7 Financing of Purchase Under Option.

9.7.1 Acquisition of Units or any interest therein under the provisions of this Section shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner (except the Owner whose Units are being acquired) in the ratio that his percentage of ownership in the Common Elements bears to the total of all such percentages applicable to all Dwelling Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as other assessment liens.

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9.7.2 The Board, in its discretion, may borrow money to finance the acquisition of any Unit or interest therein authorized by this Section, provided however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Condominium other than the Unit or interest therein to be acquired.

9.8 Title to Acquired Interest. Units or interests therein acquired pursuant to the terms of this Section shall be held of record in the name of the Association for the benefit of all the Owners. Said Units or interests therein shall be sold or leased by the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All net proceeds of such sale and/or leasing shall be deposited in the maintenance fund and distributed to each Owner in the same proportion in which the Board could levy a special assessment under the terms of Section 9.7.

9.9 Exceptions to Right of First Refusal. The Board's right of first refusal as provided in this Section shall not apply to any sale, lease, gift, devise or other transfer by the Declarant or between co-owners of the same Dwelling Unit, or to the spouse, or to any lawful children of the Owner, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Owner, the spouse or lawful children of the Owner, or any one or more of them. Such right of first refusal shall also not apply to the transfer of a Dwelling Unit owned by a business entity, if the transfer is to another entity controlled by the transferor, provided that the transfer of a majority of the outstanding stock or assets of a corporate entity shall be deemed a sale subject to said right of first refusal, as shall the transfer of a majority of the beneficial ownership in any other type of business entity owner.

9.10 Declarant Exempt. Notwithstanding anything else contained in this Declaration, the Declarant may at any time sell or lease a Unit upon terms satisfactory to the Declarant provided that any such sale or lease is made subject to the terms of this Declaration.

9.11 Sale to Foreign Government or Other Immune Entity or Person. No Unit may be sold or leased to a foreign government or other entity or person immune to legal process unless, at the closing of the purchase or execution of the lease, such buyer or lessee waives, under the official seal of its government or in such other manner as the Association may require, all diplomatic or other immunity regarding the enforcement of any sums due the Association, seller or lessor, and as to the Association, the enforcement of any non-monetary provision of the Declaration, Bylaws or Rules and Regulations thereunder.

9.12 Non-Compliance. If any transfer or lease of a Unit is made or attempted without complying with the provisions of this Section 9, such transfer or lease shall be null and void.

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10. MAINTENANCE. The necessary work to maintain, repair or replace the Common Elements shall be the responsibility of the Board and shall be carried out as provided in the Bylaws. If the Mortgagee of any Unit determines that the Board is not providing an adequate maintenance, repair and replacement program for the Common Elements, such Mortgagee, at its option, may deliver a notice to the registered agent of the Board, as required pursuant to ORS 94.290, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within ninety (90) days subsequent to receipt of such notice, then the Mortgagee, upon written notice to the registered agent that it is exercising its proxy rights hereunder, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each Unit on which it holds a Mortgage on all business coming before such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

11. RIGHTS OF ACCESS AND USE.

11.1 In General. Each Owner shall have the right to reasonable access and use of, in and through each other Unit and the Common Elements for all support elements and utility, wiring, heat, and service elements, as required to effectuate and continue proper operation of the Condominium. Each Unit and all the Common Elements are specifically subject to the foregoing rights of access and use as required for the heating, air conditioning, electrical wiring, cable TV and plumbing for each Unit. The specific mention or reservation of any rights of access and use in this Declaration does not limit or negate the general easement for Common Elements created by the Act.

11.2 Additional Rights Created by Association. The Association of Unit Owners, upon prior approval of the Owners of at least sixty-six (66) Units, may create on behalf of the Unit Owners additional rights of access and use affecting the general Common Elements. No such right may be granted with regard to a Limited Common Element unless the Owners and Mortgagees of the Units having the right to use such Limited Common Elements consent to the creation of such a right. Nothing in this Section 11.2 shall be deemed to empower the Association to revoke, alter, modify or terminate any easements, rights of way, licenses and similar interest of record on the date this Declaration is recorded.

11.3 Right of Entry. A Owner shall grant the right of entry to the Board, managing agent, manager or any other person authorized by the Board in the case of any emergency originating in or threatening the Owner's Unit or other Condominium property, whether or not the Owner is present at the time. A Owner shall also permit such persons to enter the Owner's Unit for the purpose of performing installations, alterations or repairs to any Common Element and for the purpose of inspection to verify that the Owner is complying with the restrictions and requirements described in this Declaration, the Bylaws, and any rules or regulations adopted

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pursuant thereto, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner.

11.4 Right of Access and Use for Declarant. Declarant and Declarant's agents, successors and assigns shall have the right of access and use of, over and upon the Common Elements for the purpose of completing or making repairs to existing structures and carrying out sales activities necessary or convenient for the sale of Units, including, without limitation, the right to use the Units owned by Declarant as model Units and the right to use a Unit as a sales office.

12. COMMON PROFITS AND EXPENSES; VOTING.

12.1 Allocation of Profits and Expenses. The common profits derived from and the common expenses of the common elements and any other common expenses shall be distributed and charged to the Owner of each Unit according to the percentage of undivided interest of such Unit in the Common Elements. In the event Units are not separately assessed and taxed at any time in the future, the total of such taxes shall be a common expense. All sums of money payable to the Lessor pursuant to any provision of the KOHN Center Air Space Lease Agreement referred to in the recitals of this Declaration, including without limitation the rent specified in Section 4 thereof and the cost of Lessor's Services as defined in Section 12 thereof, shall be a common expense.

12.2 Votes. Each Owner shall be entitled to one vote for each Unit owned.

13. SERVICE OF PROCESS. The name of the person to receive service of process in cases provided in ORS 94.280(1) is Douglas J. White, Jr. and his place of business is 1200 Standard Plaza Building, 1100 N.W. Fifth Avenue, Portland, Oregon 97204.

14. ENCRoACHMENTS.

14.1 Each Unit and all Common Elements shall have a right of use over all adjoining Units and Common Elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the KOHN Center building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be a valid right of use for the maintenance of the encroaching Units and Common Elements so long as the encroachment shall exist, and except as otherwise provided in Section 14.2 of this Section 14, the rights and obligations of Owners shall not be altered in any way by the encroachment.

14.2 The right of use described under Section 14.1 of this Section 14 does not relieve an owner of liability in case of willful misconduct of an Owner or relieve the Declarant or any

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contractor, subcontractor or materialman of liability for failure to adhere to the Plans.

14.5 The encroachments described in Section 14.1 of this Section 14 shall not be construed to be encumbrances affecting the marketability of title to any Unit.

15. APPROVAL BY MORTGAGEES. In addition to any other approvals required by the Act, this Declaration or the Bylaws of the Association, if at any particular time more than sixty-six (66) Units are subject to a Mortgage, the prior written approval of seventy-five percent (75%) of the holders of first Mortgages on Units in the Condominium (based upon one vote for each first Mortgage owned) must be obtained for the following:

15.1 Abandonment or termination of the Condominium regime;

15.2 Any change in the prelate interest or obligations of any individual Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the prelate share of ownership of each Unit in the Common Elements;

15.3 The partition or subdivision of any Unit;

15.4 Abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements; or

15.5 Use of hazard insurance proceeds for losses to any Condominium property, whether to Units or to Common Elements, for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units and/or Common Elements of the Condominium project.

16. OPERATING ENTITY. Fountain Plaza Condominium No. 1 Association, a non-profit corporation, has been organized to administer the operation and management of the Condominium and to undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and Bylaws. A copy of the Bylaws are attached hereto as Exhibit B. The owner of each Unit shall automatically become a member of the Association upon his acquisition of an ownership interest in any Unit and the membership of an owner shall terminate automatically upon an owner being divested of an ownership interest in a Unit, regardless of the means by which such ownership interest may be divested. Each owner shall be entitled to vote in the manner prescribed in the Articles of Incorporation and Bylaws of the Association. Until the turnover meeting specified in the Bylaws, the members of the Board need not be owners. No person, firm or corporation holding any lien, Mortgage or other encumbrance upon any Unit shall be entitled, by virtue of such lien, Mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership. In the administration

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tion of the operation and management of the Condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and collect assessments, and to adopt, promulgate and enforce Rules and Regulations in the manner provided herein and in the Bylaws. The Association is given the further power and authority to act on behalf of the Owners as the Lessee under the ROHN Center Air Space Lease Agreement as provided in Section 11.11 thereof.

17. **MANAGING AGENT.** Subject to the rights of the Association or the Board to terminate such without penalty upon not less than thirty (30) days' written notice given not later than sixty (60) days after the Turnover Meeting, Declarant shall engage Olympia and York Properties (Oregon), Inc., an Oregon corporation, as the agent to manage the Condominium for a term of three (3) years. On behalf of the Association, the Board may employ or contract for a managing agent or a manager at a compensation to be established by the Board. The Board may delegate to the managing agent or manager such duties and powers as the Board may authorize. In the absence of such appointment, the Board shall act as manager.

18. AMENDMENT.

18.1 **Approval Required.** Except as may otherwise be provided in this Declaration or by the Act, this Declaration may be amended if such amendment is approved by the Owners of at least sixty-six (66) Units. The unanimous consent of all Owners and all holders of first Mortgages on Units shall be required for amendments of Sections 11.2 and 15 of this Declaration. Except as otherwise provided in the Act, no amendment may change the size, location, allocation of undivided interest in the Common Elements, method for determining liability for common expenses, right to common profits or voting rights of any Unit unless such amendment has been approved by the Owners of the affected Units and the holders of any Mortgages on such Units. Anything in this Declaration to the contrary notwithstanding, under no circumstances may an amendment be made to this Declaration which would constitute a breach of the ROHN Center Air Space Lease Agreement described in the recitals to this Declaration. For as long as Declarant remains the Owner of one or more Units, the Bylaws, the Rules and Regulations and this Declaration may not be modified, added to, amended or repealed so as to eliminate, change, or impair any rights, privileges, assessments, licenses or exemptions granted therein or herein to Declarant or its designees, or otherwise adversely affect Declarant or such designees, without Declarant's or such designees' prior written consent in each instance. So long as Declarant owns ten percent (10%) or more of the Units but in no event more than three (3) years from the date of conveyance of the first Unit to a person other than Declarant, the Bylaws, Rules and Regulations and this Declaration shall not be modified, added to, amended or repealed in any way without Declarant's prior written consent in each instance.

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18.2 Recordation. The amendment shall be effective upon recordation of the Declaration as amended or of the amendment thereto, certified to by the chairman and secretary of the Association and approved by the county assessor and the Oregon Real Estate Commissioner, if required by law, in the Deed Records of Multnomah County.

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

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IN WITNESS WHEREOF, Declarant and Fee Owner have caused this Declaration to be executed this 1 day of June, 1984.

OLYMPIA & YORK PROPERTIES (OREGON), INC.

FOUNTAIN PLAZA CONDOMINIUM, INC.

By *[Signature]*
Ray Verek, President

By *[Signature]*
Ray Verek, President

Attest: *[Signature]*
Patricia Fink, Secretary

Attest: *[Signature]*
Patricia Fink, Secretary

SEE OWNER

DECLARANT

PROVINCE OF ONTARIO, CANADA
City of Ottawa
Regional Municipality of Ottawa - Carlton

ss. DATED: May 23, 1984

Personally appeared KEV VERED who, being duly sworn, did say that he is the President of OLYMPIA & YORK PROPERTIES (OREGON), INC., an Oregon corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and he acknowledged said instrument to be its voluntary act and deed.

[Signature]
NOTARY PUBLIC FOR PROVINCE OF ONTARIO

PROVINCE OF ONTARIO, CANADA
City of Ottawa
Regional Municipality of Ottawa - Carlton

ss. DATED: May 23, 1984

Personally appeared KEV VERED who, being duly sworn, did say that he is the President of FOUNTAIN PLAZA CONDOMINIUM, INC., an Oregon corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and he acknowledged said instrument to be its voluntary act and deed.

[Signature]
NOTARY PUBLIC FOR PROVINCE OF ONTARIO

15 - DECLARATION

PROVINCE OF BRITISH COLUMBIA, CANADA
City of Vancouver

} ss. DATED: May 18 1984

Personally appeared PETER FUNK who, being duly sworn, did say that he is the Secretary of OLYMPIA & YORK PROPERTIES (ORKEON), INC., an Oregon corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and he acknowledged said instrument to be its voluntary act and deed.

E. David P... [Signature]
NOTARY PUBLIC FOR PROVINCE OF
BRITISH COLUMBIA

PROVINCE OF BRITISH COLUMBIA, CANADA
City of Vancouver

} ss. DATED: May 20 1984

Personally appeared PETER FUNK who, being duly sworn, did say that he is the Secretary of FOUNTAIN PLAZA CONDOMINIUM, INC., an Oregon corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and he acknowledged said instrument to be its voluntary act and deed.

E. David P... [Signature]
NOTARY PUBLIC FOR PROVINCE OF
BRITISH COLUMBIA

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

BOOK 1784 PAGE 343

The foregoing Declaration is approved pursuant to
ORS 94.036 this 27th day of May, 1987.

MORILLA LARSEN
Real Estate Commissioner,

BY: *Deborah L. Hill*

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

17 - DECLARATION

JUN 14 1987

Chase Manhattan Bank, N.A. is presently the owner and holder of the entire Mortgage, Collateral Assignment of Agreement and Financing Statement recorded May 3, 1983 in Book 1661, Page 1942, in the Records of Multnomah County, Oregon, and the debt thereby secured. Chase Manhattan Bank, N.A. hereby subordinates the lien and security interest of the foregoing Mortgage, Collateral Assignment of Agreement and Financing Statement to this Declaration, for itself and its successors and assigns forever. This Declaration shall be first, prior and superior to the foregoing lien and security interests. Chase Manhattan Bank, N.A. is not subordinating its interest to the KOHN Center Air space Lease Agreement described in the recitals to this Declaration.

IN WITNESS WHEREOF, Chase Manhattan Bank, N.A. has caused its corporate name to be signed hereto by its officers duly authorized by order of its Board of Directors on the 30th day of May, 1984.

THE CHASE MANHATTAN BANK, N.A.

By: *[Signature]*
Vice President

By: *[Signature]*
Secretary
Assistant Secretary

STATE OF *New York*
County of *New York*

DATED: *May 30, 1984*

Personally appeared *Philip J. Reynolds and Kim M. Looney*, who, being duly sworn, depose and say that the former is Vice President and the latter is *Secretary* of CHASE MANHATTAN BANK, N.A., a national banking association having its principal office at 1 Chase Manhattan Plaza, New York, New York 10041, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and each acknowledged said instrument to be its voluntary act and deed.

[Signature]
NOTARY PUBLIC FOR THE STATE OF NEW YORK
My Commission Expires: *[Date]*
MARGARET BLICK
Notary Public - State of New York
No. 41 64428
Qualified in Executive Office
Commission Expires March 31, 1986

18 - DECLARATION

EXHIBIT "A" CONSISTING OF A-1 THRU A-9

AIR SPACE DESCRIPTION

Fountain Plaza Condominium No. 1
 Exhibit A-1 (Lobby at Street Level) May 30, 1984

An air space and the improvements contained therein between elevation 73.0 feet and elevation 90.93 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at the initial point of the plot of Fountain Plaza Condominium No. 1, said initial point being North $20^{\circ} 32'$ East, 104.57 feet from the southwesterly corner of Block 14, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon thence from said initial point North $20^{\circ} 32'$ East along the westerly line said plat, 44.06 feet; thence South $69^{\circ} 08'$ East, 4.14 feet; thence South $20^{\circ} 32'$ West, 4.52 feet; thence South $69^{\circ} 08'$ East, 4.52 feet; thence South $20^{\circ} 32'$ West, 4.52 feet; thence South $69^{\circ} 08'$ East, 4.42 feet; thence South $20^{\circ} 32'$ West, 4.42 feet; thence South $69^{\circ} 08'$ East, 4.61 feet; thence on a 3.0 foot radius curve to the left, which has a central angle of 90 degrees, an arc distance of 4.71 feet; thence North $20^{\circ} 32'$ East, 2.22 feet; thence South $69^{\circ} 08'$ East, 26.63 feet; thence North $20^{\circ} 32'$ East, 8.00 feet; thence South $69^{\circ} 08'$ East, 6.00 feet; thence South $20^{\circ} 32'$ West, 9.10 feet; thence North $69^{\circ} 08'$ West, 0.30 feet; thence South $20^{\circ} 32'$ West, 3.44 feet; thence South $69^{\circ} 08'$ East, 4.23 feet; thence North $20^{\circ} 32'$ East, 4.00 feet; thence South $69^{\circ} 08'$ East, 13.28 feet; thence South $20^{\circ} 32'$ West, 9.00 feet; thence South $69^{\circ} 08'$ East, 10.04 feet; thence North $20^{\circ} 32'$ East, 6.00 feet; thence South $69^{\circ} 08'$ East, 13.00 feet; thence South $20^{\circ} 32'$ West, 1.75 feet; thence South $69^{\circ} 08'$ East, 7.61 feet; thence South $20^{\circ} 32'$ West, 17.53 feet; thence North $69^{\circ} 08'$ West, 2.61 feet; thence South $20^{\circ} 32'$ West, 1.75 feet; thence North $69^{\circ} 08'$ West, 11.00 feet; thence North $20^{\circ} 32'$ East, 1.80 feet; thence North $69^{\circ} 08'$ West, 2.71 feet; thence South $20^{\circ} 32'$ West, 6.00 feet; thence North $69^{\circ} 08'$ West, 27.33 feet; thence North $20^{\circ} 32'$ East, 1.23 feet; thence North $69^{\circ} 08'$ West, 13.28 feet; thence North $20^{\circ} 32'$ East, 5.00 feet; thence North $69^{\circ} 08'$ West, 4.23 feet; thence South $20^{\circ} 32'$ West, 3.44 feet; thence South $69^{\circ} 08'$ East, 0.30 feet; thence South $20^{\circ} 32'$ West, 2.10 feet; thence North $69^{\circ} 08'$ West, 6.00 feet; thence North $20^{\circ} 32'$ East, 8.00 feet; thence North $69^{\circ} 08'$ West, 26.63 feet; thence North $20^{\circ} 32'$ East, 2.22 feet; thence on a 3.00 foot radius curve to the left, which has a central angle of 90 degrees, an arc distance of 4.71 feet; thence North $69^{\circ} 08'$ West, 4.61 feet; thence South $20^{\circ} 32'$ West, 4.42 feet; thence North $69^{\circ} 08'$ West, 4.42 feet; thence South $20^{\circ} 32'$ West, 4.42 feet; thence North $69^{\circ} 08'$ West, 4.52 feet; thence South $20^{\circ} 32'$ West, 4.52 feet; thence North $69^{\circ} 08'$ West, 4.14 feet to the point of beginning.

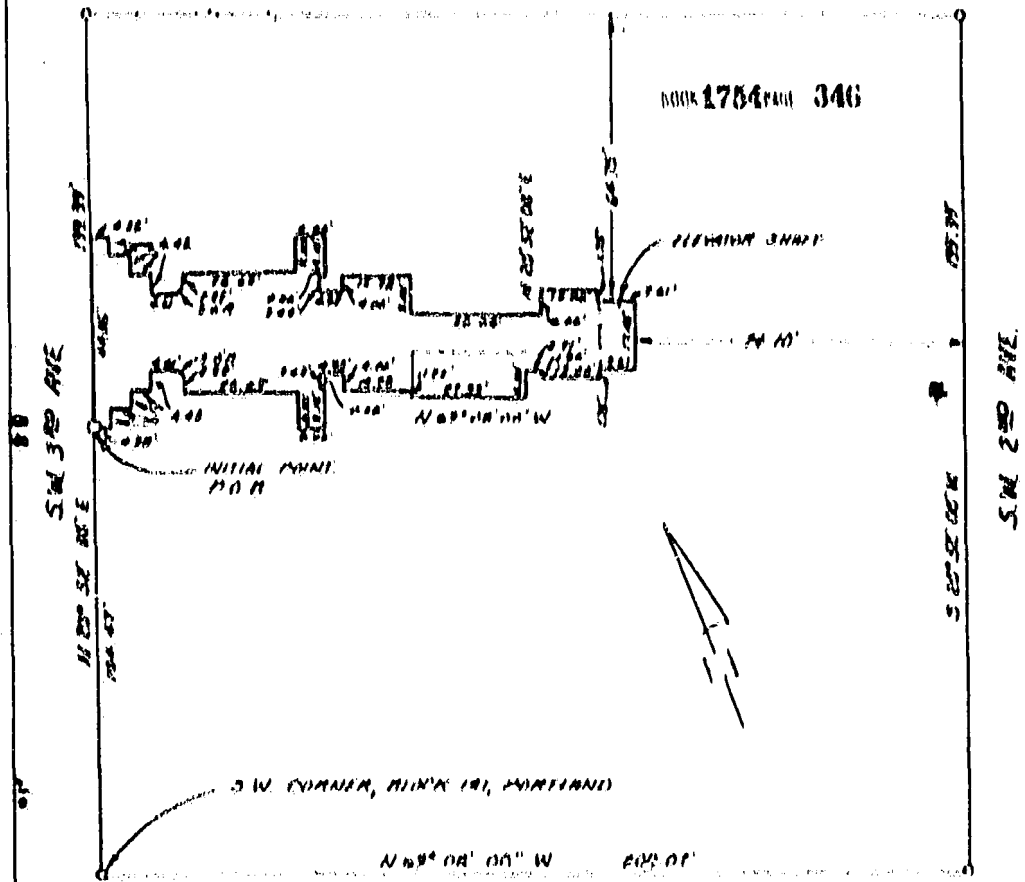
Elevations based on City of Portland datum.

PETTERSON ENGINEERING COMPANY, INC.
 84-23

S.W. COLUMBIA ST.

PETITJOHN ENGINEERING CO., INC.

BOOK 1754 PAGE 346



AIR SPACE SKETCH

EXHIBIT A-1, LORRY AT HEIGHT LEVEL
 MOUNTAIN PLAZA CONDOMINIUM AND
 CITY OF CLATSOP, MULTNOMAH COUNTY,
 SCALE: 1"=50' APRIL 1984

PETITJOHN ENGINEERING CO., INC.
 4143 N. S. CURRY BLVD. • 263-0000
 PORTLAND, OREGON 97210
 84 23

AIR SPACE DESCRIPTION

BOOK 1754 PAGE 347

Exhibit A-2

Fountain Plaza Condominium No. 1
(Lobby at Lower Level 40)

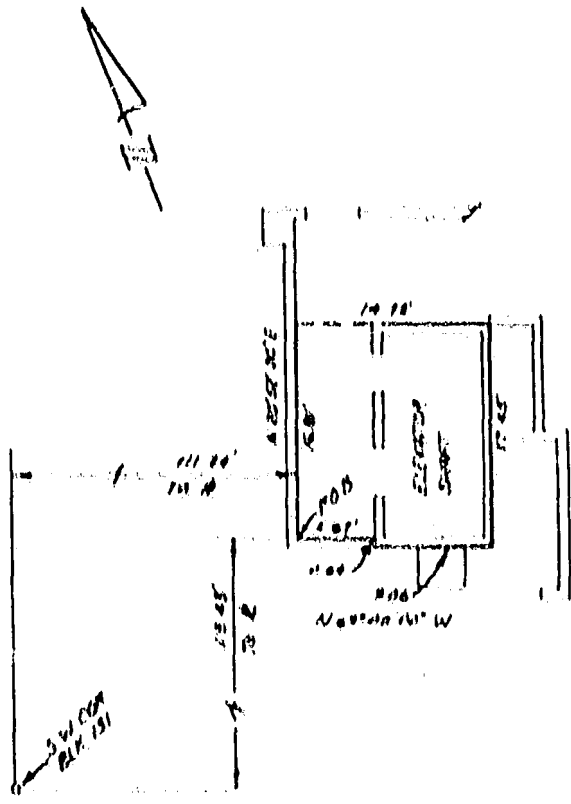
May 10, 1984

An air space and the improvements contained therein between elevation 40.0 feet and elevation 49.0 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at a point that is North 20° 32' East, 118.43 feet and South 69° 08' East, 111.24 feet from the southwesterly corner of Block 19, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon thence from said initial point North 20° 32' East, 16.81 feet; thence South 69° 08' East, 14.71 feet; thence South 20° 32' West, 17.45 feet; thence North 69° 08' West, 2.06 feet; thence North 20° 32' East, 0.64 feet; thence North 69° 08' West, 3.67 feet to the point of beginning.

PETTIBON ENGINEERING COMPANY, INC.

84-23



AIR SPACE SKETCH

EXHIBIT A-B LOBBY AT LOWER LEVEL 40
 JOURNAIN PLAZA CONDOMINIUM NO. 1
 CITY OF PORTLAND MULTNOMAH COUNTY
 SCALE: 1"=10' APRIL, 1984
 2011 2 12 84

PETTICORN ENGINEERING CO., INC.
 4145 N. E. GARY BLVD. • 97201
 PORTLAND, OREGON 97218
 84 21

SEE A-17-24

AIR SPACE DESCRIPTION

May 10, 1944

Fountain Plaza Condominium No. 1
(Lobby at Lower Level 10)

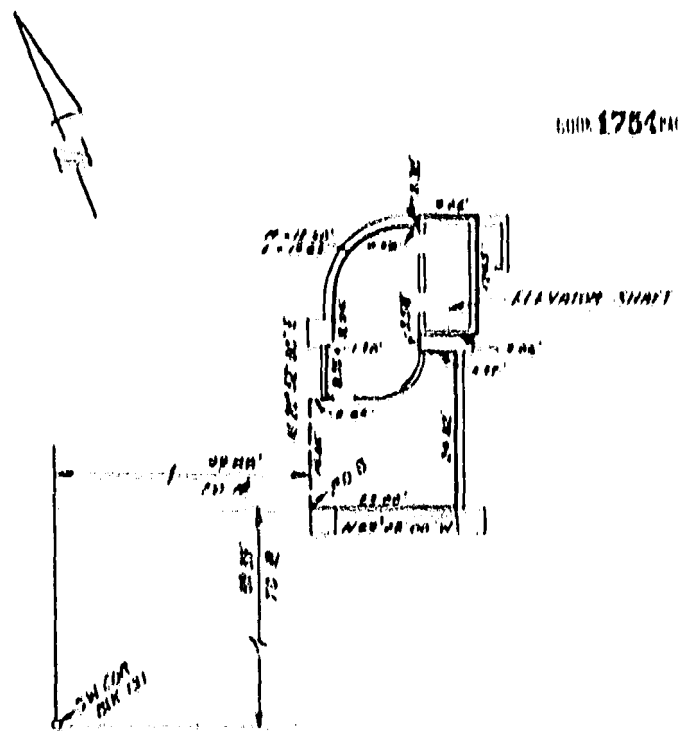
Exhibit A-1

An air space and the improvements contained therein between elevation 10.0 feet and elevation 19.03 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at a point that is North 20° 52' East, 89.39 feet and South 69° 08' East, 99.88 feet from the southwesterly corner of Block 131, City of Portland, a duly recorded plat in the records of Multnomah County Oregon; thence from said point of beginning North 20° 52' East, 16.66 feet; thence South 69° 08' East, 2.65 feet; thence North 20° 52' East, 8.35 feet; thence South 69° 08' East, 1.30 feet; thence North 20° 52' East, 8.04 feet; thence on a 12.30 foot radius curve to the right, which has a central angle of 90 degrees, an arc distance of 19.63 feet; thence South 69° 08' East, 0.58 feet; thence North 20° 52' East, 0.30 feet; thence South 69° 08' East, 2.06 feet; thence South 20° 52' West, 12.95 feet; thence North 69° 08' West, 9.06 feet; thence South 20° 52' West, 1.58 feet; thence South 69° 08' East, 3.97 feet; thence South 20° 52' West, 24.82 feet; thence North 69° 08' West, 23.00 feet to the point of beginning.

PRYTHORN ENGINEERING COMPANY, INC.

86-71



AIR SPACE SKETCH

EXHIBIT A'S LOBBY AT LOWER LEVEL NO
 MOUNTAIN VIEW CONDOMINIUM NO 1
 CITY OF PORTLAND MULTNOMAH COUNTY
 SCALE: 1" = 10' APRIL, 1984
 REV. A.M. 80

PETUJOHN ENGINEERING CO., INC
 4149 N. E. CLAY BLVD. - 9720901
 PORTLAND, OREGON 97218
 84 80

REV. A.M. 80

BOOK 1754 PAGE 351

AIR SPACE DESCRIPTION

May 10, 1984

Exhibit A-4

**Fontaine Plaza Condominium No. 1
(Condominium Elevator Shaft)**

An air space and the improvements contained therein between elevation 19.30 feet and elevation 473.67 feet, which has a horizontal perimeter that is more particularly described as follows:

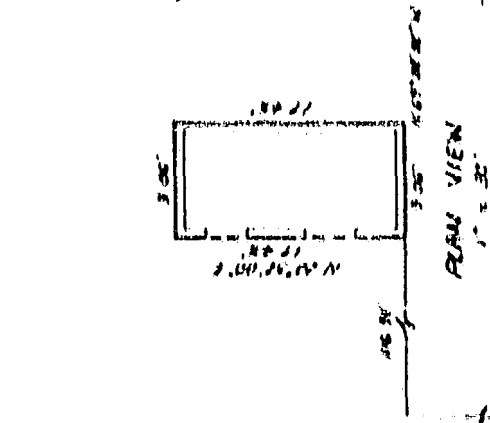
Beginning at a point that is North $20^{\circ} 52'$ East, 17.79 feet and South $69^{\circ} 08'$ East, 116.91 feet from the southwesterly corner of Block 131, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon, thence from said point of beginning North $20^{\circ} 52'$ East, 17.43 feet; thence South $69^{\circ} 08'$ East, 9.06 feet; thence South $20^{\circ} 52'$ West, 17.43 feet; thence North $69^{\circ} 08'$ West, 9.06 feet to the point of beginning.

PETTERJOHN ENGINEERING COMPANY, INC.

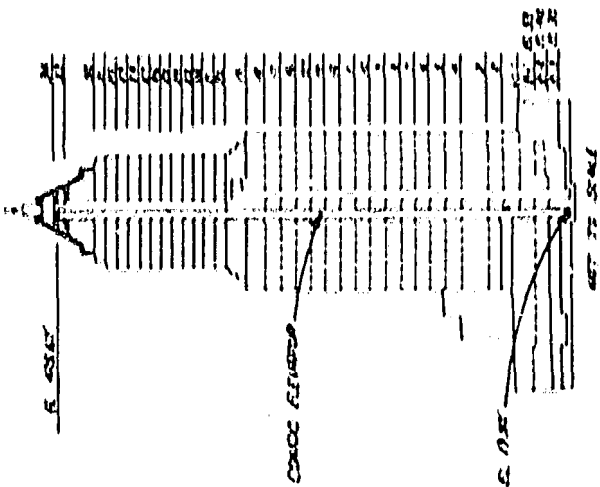
84-21

JUN 14 1984

BOOK 1754 PAGE 352



PLAN VIEW
1" = 3'



AIR SPACE SKETCH

ELEVATION
 1-4 ELEVATOR SHAFT
 FOUNTAIN PLACE CONDOMINIUM NO. 1
 CITY OF PORTLAND MULTNOMAH COUNTY
 SCALE AS SHOWN APRIL 1984

TRUSTEES ENGINEERING CO., INC.
 406 N. I. CITY BLDG. - 2ND FL.
 PORTLAND, OREGON 97208
 84-22

60081754 PART 353

AIR SPACE DESCRIPTION

May 10, 1984

Exhibit A-1
Fountain Plaza Condominium No. 1
(Level 19 Manager's Residence & Balcony)

An air space and the improvements contained therein between elevation 31.73 feet and elevation 320.78 feet, which has a horizontal perimeter that is more particularly described as follows:

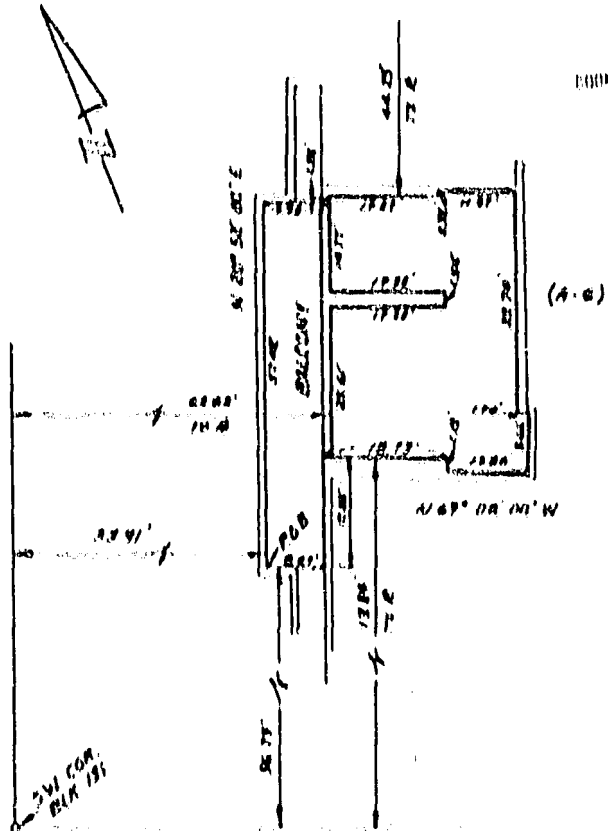
Beginning at a point that is North 20° 32' East, 96.79 feet and South 69° 08' East, 53.91 feet from the southwesterly corner of Block 14, City of Portland, a duly recorded plat in the records of Multnomah County Oregon thence from said point beginning North 20° 32' East 57.62 feet; thence South 69° 08' East, 9.92 feet; thence North 20° 32' East, 1.33 feet; thence South 69° 08' East, 17.37 feet; thence North 20° 32' East, 0.13 feet; thence South 69° 08' East, 11.97 feet; thence South 20° 32' West, 11.74 feet; thence South 69° 08' East, 1.74 feet; thence South 20° 32' West, 9.66 feet; thence North 69° 08' West, 13.80 feet; thence North 20° 32' East, 1.13 feet; thence North 69° 08' West, 18.73 feet; thence South 20° 32' West, 17.03 feet; thence North 69° 08' West, 8.67 feet to the point of beginning.

PETTERLIN ENGINEERING COMPANY, INC.

84-21

JUN 14 1984

1754 354



AIR SPACE SKETCH

EXHIBIT A - 2 MANOR'S RESIDENTIAL BALCONY (PART 10)
 MOUNTAIN VIEW CONDOMINIUM NO. 1
 CITY OF MULTNOMAH COUNTY
 SCALE 1" = 20' DATE 12/10/88
 REF. 10.00

PETITION ENGINEERING CO., INC.
 4145 N. E. GARY BLVD. 97207
 PORTLAND, OREGON 97218
 44 11

1754 354

BOOK 1764 PAGE 356

AIR SPACE DESCRIPTION

May 10, 1984

Exhibit A-6
Fountain Plaza Condominium No. 1
Garage Room & Access Area (Level 19)

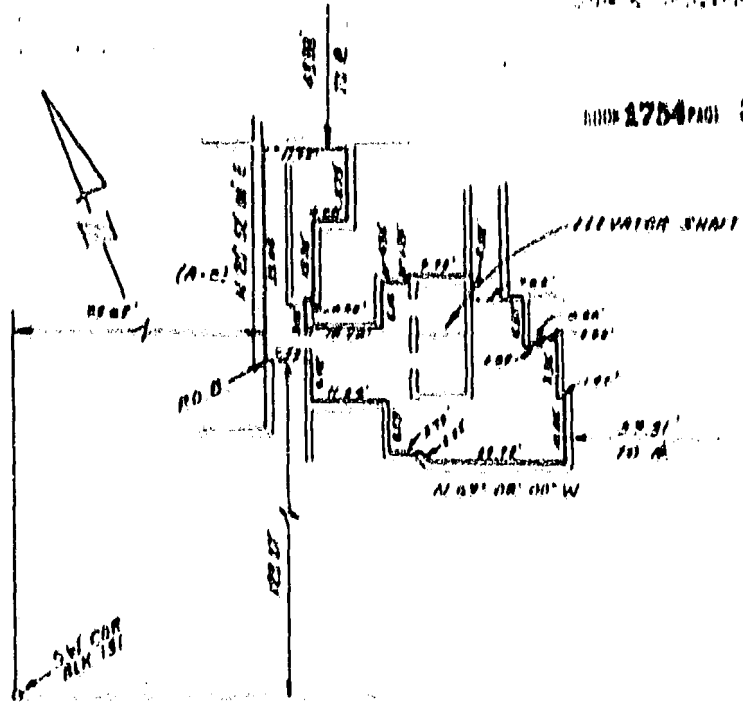
An air space and the improvements contained therein between elevation 311.73 feet and elevation 330.0 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at a point that is North 20° 32' East, 123.07 feet and South 69° 08' East, 23.67 feet from the southwesterly corner of Block 141, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon thence from said point of beginning North 20° 32' East, 33.04 feet thence South 69° 08' East, 11.73 feet thence South 20° 32' West, 11.73 feet thence North 69° 08' West, 4.60 feet thence South 20° 32' West, 13.25 feet thence North 69° 08' West, 6.25 feet thence South 20° 32' West, 5.43 feet thence South 69° 08' East, 10.70 feet thence North 20° 32' East, 6.14 feet thence South 69° 08' East, 4.94 feet thence North 20° 32' East, 1.39 feet thence South 69° 08' East, 9.73 feet thence South 20° 32' West, 3.38 feet thence South 69° 08' East, 7.65 feet thence South 20° 32' West, 6.57 feet thence South 69° 08' East, 2.87 feet thence North 20° 32' East, 0.60 feet thence South 69° 08' East, 2.91 feet thence South 20° 32' West, 9.36 feet thence South 69° 08' East, 1.67 feet thence South 20° 32' West, 10.00 feet thence North 69° 08' West, 22.72 feet thence North 20° 32' West, 1.32 feet thence North 69° 08' West, 1.79 feet thence North 20° 32' East, 4.39 feet thence North 69° 08' West, 11.56 feet thence North 20° 32' East, 6.60 feet thence North 69° 08' West, 7.22 feet to the point of beginning.

PETLICHIN ENGINEERING COMPANY, INC.
No. 73

JUN 14 1984

NO. 1754 PAGE 356



AIR SPACE SKETCH

EXHIBIT A & CARRIAGE ROAD ACCESS AREA (LEVEL 19)
 FOUNTAIN PLAZA CONDOMINIUM NO. 1
 CITY OF PORTLAND MULTNOMAH COUNTY
 SCALE: 1"=60' APRIL 1984
 SHEET 3 OF 24

PELTON ENGINEERING CO., INC.
 415 N. E. CURRY BLVD. - 2820901
 PORTLAND, OREGON 97218
 84, 73

NO. 1754

BOOK 1784 PAGE 357

AIR SPACE DESCRIPTION

May 10, 1984

Exhibit A-7

**Mountain Plaza Condominium No. 1
(Condominium Unit, Levels 30 through 31)**

An air space and the improvements contained therein between elevation 330.73 feet and elevation 448.92 feet, which has a horizontal perimeter that is block 131, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon.

PRTTEJOHN ENGINEERING COMPANY, INC.

84-21

S.W. COLUMBIA ST.

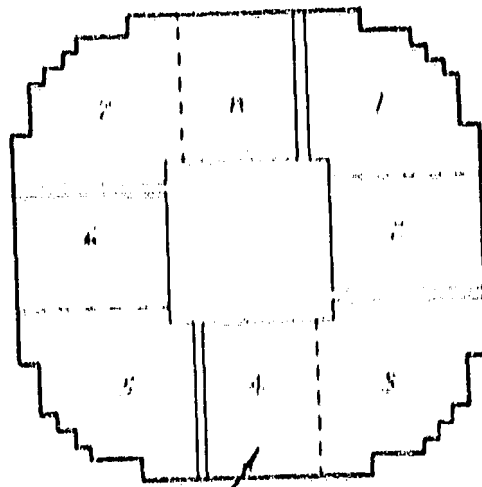
BOOK 1754 PAGE 338

S.W. 3RD AVE

125.5

125.5

541.00' DIM 181
P.O.B.



CONDOMINIUM TOWER
(MAIN BUILDING)

S.W. 2ND AVE

N 89° 00' 00" W 200.00'

AIR SPACE SKETCH

PERMIT NO. 1 CONDO UNITS (UNITS 80-81)
 FOUNTAIN PLAZA CONDOMINIUM NO. 1
 CITY OF PORTLAND, MULTNOMAH COUNTY
 SCALE: 1" = 20' APRIL, 1984
 DRAWN BY: J. J. J.

PETIDON ENGINEERING CO., INC.
 4145 N. E. CLAY BLVD. - 3RD FLOOR
 PORTLAND, OREGON 97218
 BY: JJ

JUN 14 1984

AIR SPACE DESCRIPTION

Fountain Plaza Condominium No. 1
(Level 32 Equipment Room)

Exhibit A-B

May 30, 1984

An air space and the improvements contained therein between elevation 449.67 feet to elevation 476.12 feet, which has a horizontal perimeter that is more particularly described as follows:

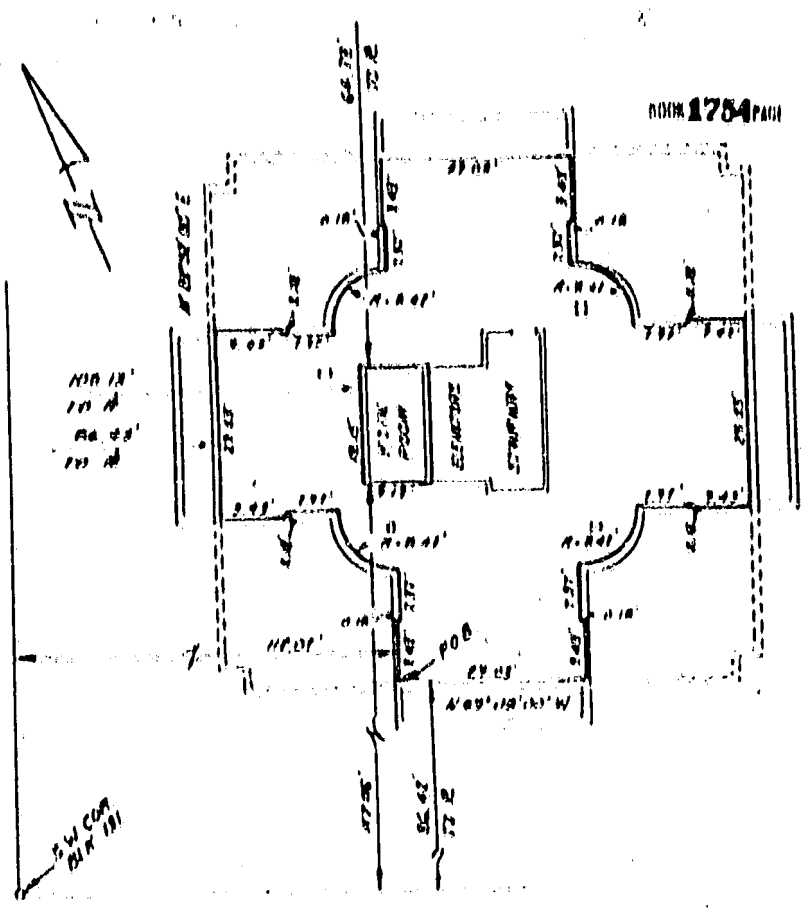
Beginning at a point that is North 20° 32' East, 16.42 feet and South 69° 08' East, 112.07 feet from the southwesterly corner of Block 13, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon, thence from said point of beginning North 20° 32' East, 9.43 feet; thence South 69° 08' East, 0.18 feet; thence North 20° 32' East, 7.97 feet; thence on a 8.42 foot radius curve to the right, which has a central angle of 90 degrees, an arc distance of 13.23 feet; thence North 69° 08' West, 7.97 feet; thence South 20° 32' West, 0.18 feet; thence North 69° 08' West, 9.43 feet; thence North 20° 32' East, 22.03 feet; thence South 69° 08' East, 9.43 feet; thence South 20° 32' West, 0.18 feet; thence South 69° 08' East, 7.97 feet; thence on a 8.42 foot radius curve to the right, which has a central angle of 90 degrees, an arc distance of 13.23 feet; thence North 20° 32' East, 7.97 feet; thence North 69° 08' West, 0.18 feet; thence North 20° 32' East, 9.43 feet; thence South 69° 08' East, 22.03 feet; thence South 20° 32' West, 9.43 feet; thence North 69° 08' West, 0.18 feet; thence South 20° 32' West, 7.97 feet; thence on a 8.42 foot radius curve to the right, which has a central angle of 90 degrees, an arc distance of 13.23 feet; thence South 69° 08' East, 7.97 feet; thence North 20° 32' East, 0.18 feet; thence South 69° 08' East, 9.43 feet; thence South 20° 32' West, 22.03 feet; thence North 69° 08' West, 9.43 feet; thence North 20° 32' East, 0.18 feet; thence North 69° 08' West, 7.97 feet; thence on a 8.42 foot radius curve to the right, which has a central angle of 90 degrees, an arc distance of 13.23 feet; thence South 20° 32' West, 7.97 feet; thence South 69° 08' East, 0.18 feet; thence South 20° 32' West, 9.43 feet; thence North 69° 08' West, 22.03 feet to the point of beginning, except the ROOM room parcel that is described as follows:

Beginning at a point that is North 20° 32' East, 117.06 feet and South 69° 08' East, 108.14 feet from the southwesterly corner of said Block 13; thence North 20° 32' East, 18.13 feet; thence South 69° 08' East, 2.19 feet; thence South 20° 32' West, 18.13 feet; thence North 69° 08' West, 2.19 feet to the point of beginning.

PETTERLIN ENGINEERING COMPANY, INC.

84-23

ROOM 1754 PLAN 380



11' 11"
 10' 11"
 10' 11"
 10' 11"

S.W. COR.
 11' 11"

AIR SPACE SKETCH
 EXHIBIT A-D EQUIP ROOM (LEVEL 10)
 MOUNTAIN PLATA COMMUNITARIAN BLDG
 CITY OF PORTLAND MULTNOMAH COUNTY
 SCALE 1"=10' APRIL, 1964
 REV. A-00-00

PETHORN ENGINEERING CO., INC.
 4140 N. E. CURRY BLVD. - PORTLAND
 PORTLAND, OREGON 97218
 00 00

JUN 14 1964

BOOK 1784 PAGE 361

AIR SPACE DESCRIPTION

May 10, 1984

Exhibit A-9
Mountain Plaza Condominium No. 1
(Level 33 Equipment Room)

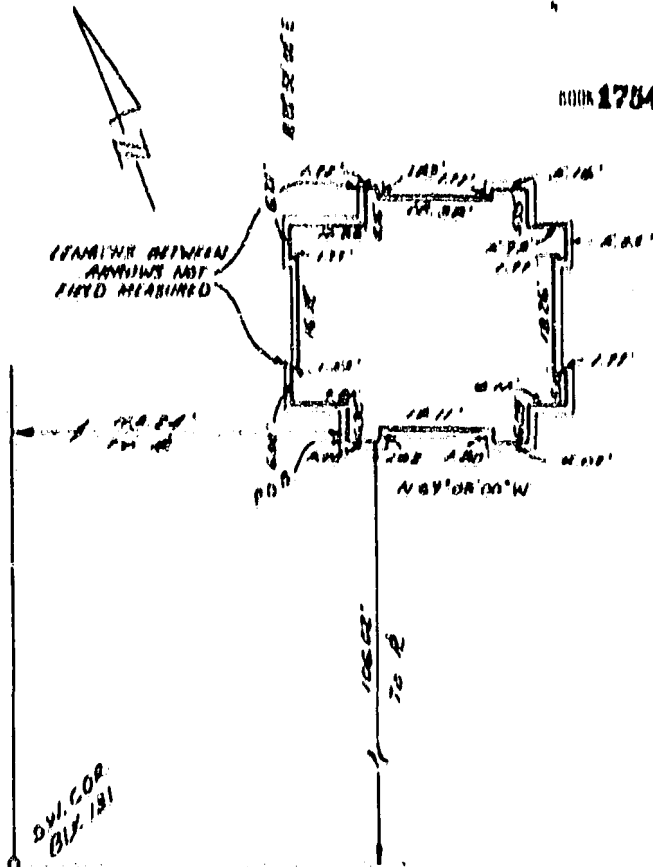
An air space and the improvements contained therein between elevation 476.12 feet and elevation 483.12 feet, which has a horizontal perimeter that is more particularly described as follows:

Beginning at a point that is North 20° 32' East, 106.02 feet and South 69° 08' East, 113.24 feet from the southwest corner of Block 13, City of Portland, a duly recorded plat in the records of Multnomah County, Oregon thence from said point of beginning North 20° 32' East, 6.10 feet; thence North 69° 08' West, 7.80 feet; thence North 20° 32' East, 4.04 feet; thence South 69° 08' East, 1.33 feet; thence North 20° 32' East, 16.12 feet; thence North 69° 08' West, 1.77 feet; thence North 20° 32' East, 6.21 feet; thence South 69° 08' East, 10.86 feet; thence North 20° 32' East, 6.16 feet; thence South 69° 08' East, 1.77 feet; thence South 20° 32' West, 1.83 feet; thence South 69° 08' East, 18.38 feet; thence North 20° 32' East, 1.77 feet; thence South 69° 08' East, 3.16 feet; thence South 20° 32' West, 3.93 feet; thence South 69° 08' East, 3.93 feet; thence South 20° 32' West, 3.23 feet; thence North 69° 08' West, 1.77 feet; thence South 20° 32' West, 18.26 feet; thence South 69° 08' East, 1.77 feet; thence South 20° 32' West, 3.10 feet; thence North 69° 08' West, 6.10 feet; thence South 20° 32' West, 6.09 feet; thence North 69° 08' West, 3.02 feet; thence North 20° 32' East, 1.80 feet; thence North 69° 08' West, 18.11 feet; thence South 20° 32' West, 1.92 feet; thence North 69° 08' West, 3.02 feet to the point of beginning.

PETUCHIN ENGINEERING COMPANY, INC.

84-23

JUN 14 1984



AIR SPACE SKETCH

EXHIBIT A-9 FOURTH FLOOR (FLOOR 33)
 FOUNTAIN PLAZA CONDOMINIUM NO. 1
 CITY OF PORTLAND MULTNOMAH COUNTY
 SCALE: 1" = 10' APRIL 1984
 REV. 1. 11. 84

PETTIBONE ENGINEERING CO., INC.
 4145 N. E. CURRY BLVD. - 98020-0001
 PORTLAND, OREGON 97218
 04-84

ALLOCATION OF INTEREST IN COMMON ELEMENTS

Units	Square Footage	Percentage Interest Per Unit
20-1	1,076	1.282
20-2	923	1.089
20-3	1,050	1.251
20-4	910	1.084
20-5	1,069	1.274
20-6	911	1.085
20-7	1,049	1.250
20-8	909	1.083
21-1	1,035	1.233
21-2	907	1.081
21-3	1,029	1.226
21-4	904	1.077
21-5	1,032	1.230
21-6	906	1.079
21-7	1,027	1.224
21-8	904	1.077
22-1	1,001	1.193
22-2	914	1.089
22-3	900	1.179
22-4	912	1.087
22-5	1,000	1.191
22-6	909	1.083
22-7	992	1.182
22-8	909	1.083
23-1	1,001	1.193
23-2	914	1.089
23-3	900	1.179
23-4	912	1.087
23-5	1,000	1.191
23-6	909	1.083
23-7	992	1.182
23-8	909	1.083
24-1	1,001	1.193
24-2	914	1.089
24-3	900	1.179
24-4	912	1.087
24-5	1,000	1.191
24-6	909	1.083
24-7	992	1.182
24-8	909	1.083
25-1	994	1.172
25-2	912	1.087
25-3	914	1.160

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25-4	907	1.081
25-5	988	1.177
25-6	915	1.090
25-7	975	1.162
25-8	910	1.084
26-1	984	1.172
26-2	912	1.087
26-3	974	1.160
26-4	907	1.081
26-5	988	1.177
26-6	915	1.090
26-7	975	1.162
26-8	910	1.084
27-1	984	1.172
27-2	912	1.087
27-3	974	1.160
27-4	907	1.081
27-5	988	1.177
27-6	915	1.090
27-7	975	1.162
27-8	910	1.084
28-1	984	1.172
28-2	912	1.087
28-3	974	1.160
28-4	907	1.081
28-5	988	1.177
28-6	915	1.090
28-7	975	1.162
28-8	910	1.084
29-1	984	1.172
29-2	912	1.087
29-3	974	1.160
29-4	907	1.081
29-5	988	1.177
29-6	915	1.090
29-7	975	1.162
29-8	910	1.084
30-1	996	1.187
30-2	911	1.086
30-3	966	1.151
30-4	901	1.073
30-5	993	1.183
30-6	913	1.088
30-7	970	1.156
30-8	937	1.116

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BYLAWS
OF
FOUNTAIN PLAZA CONDOMINIUM NO. 1 ASSOCIATION
AN OREGON NON-PROFIT CORPORATION

JUN 14 1983

EXHIBIT C

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FOUNTAIN PLAZA CONDOMINIUM NO. 1 ASSOCIATION

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OF
FOUNTAIN PLAZA CONDOMINIUM NO. 1 ASSOCIATION
AN Oregon Non-Profit Corporation

1. GENERAL PROVISIONS.

1.1 Identity: These are Bylaws of FOUNTAIN PLAZA CONDOMINIUM NO. 1 ASSOCIATION, a non-profit corporation organized under the laws of the State of Oregon, the ARTICLES OF INCORPORATION of which were filed in the Office of the Oregon Corporation Commissioner on the 22nd day of May, 1984. FOUNTAIN PLAZA CONDOMINIUM NO. 1 ASSOCIATION, hereinafter called "Association", has been organized for the purpose of administering the operation and management of Fountain Plaza Condominium No. 1, hereinafter called the Condominium. The Condominium was established by Fountain Plaza Condominium, Inc., herein referred to as "Declarant". The Condominium, located in a portion of a building known as KOIN Center, was established in accordance with the provisions of ORS Chapter 94, hereinafter called the "Act". The Condominium is located upon property in Multnomah County, Oregon, as particularly described in the CONDOMINIUM DECLARATION thereof.

1.2 Bylaws Subject to Other Documents: The provisions of these Bylaws are applicable to said Condominium, and are expressly subject to the terms, provisions and conditions contained in the ARTICLES OF INCORPORATION of the Association, referred to herein as the "Articles", and subject to the terms, provisions and conditions contained in the DECLARATION OF FOUNTAIN PLAZA CONDOMINIUM NO. 1, referred to herein as "Declaration", which is being recorded simultaneously herewith in the Records of Multnomah County, Oregon, at the time said property is submitted to Condominium ownership.

1.3 Applicability: All Owners, tenants and occupants, their agents, servants, invitees, licensees and employees that use the Condominium, or any part thereof, are subject to these Bylaws, and all Rules and Regulations thereafter as promulgated from time to time.

1.4 Office: The office of the Association shall be at 222 S.W. Columbia, Suite 800, Portland, Oregon 97201, or at any other place within the City of Portland, Oregon designated by the Association.

2. MEETINGS OF OWNERS.

2.1 Initial Meeting: The Declarant shall call the initial meeting of the Owners within a reasonable time not to exceed ninety (90) days of the recording of the Declaration. Notice of the meeting shall be given as provided in Section 2.7 hereof to each Owner at least fifteen (15) but not more than fifty (50) days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be

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held. If the meeting is not called by the Declarant within the time specified, the meeting may be called and notice given by any Owner. At the meeting the Association shall be organized by electing the Board of Directors to replace the three (3) initial directors named in the Articles of the Association.

2.2 Transitional Committee: Unless the Turnover Meeting (see Section 2.3) has been held, the Declarant shall call a meeting of the Owners within sixty (60) days of the conveyance to persons other than the Declarant of fifty percent (50%) of the Units. Notice of the meeting shall be given as provided in Section 2.7 hereof to each Owner at least fifteen (15) but not more than fifty (50) days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If the meeting is not called by the Declarant within the time specified, the meeting may be called and notice given by any Owner. If at the meeting the Owners other than the Declarant fail to elect a Transitional Committee, the Declarant shall have no further responsibility to form such a committee. The committee shall be advisory only and shall consist of two or more members selected by Owners other than Declarant and shall not include more than one representative of Declarant. The committee members shall serve until the Turnover Meeting, and the committee shall function to ease the transition from control of the administration of the Association by the Declarant to control by the Owners.

2.3 Turnover Meeting: A Turnover Meeting shall be called by the Declarant within ninety (90) days from the earlier of (i) three (3) years from the date of conveyance of the first Unit to a person other than Declarant or (ii) conveyance of fifty percent (50%) of the Units. The Declarant shall give notice (as provided in Section 2.7) of the Turnover Meeting to each Owner at least fifteen (15) but not more than fifty (50) days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If the meeting is not called by Declarant, the meeting may be called and notice given by any Owner or by any first Mortgagee of a Unit. At the Turnover Meeting the Declarant shall relinquish control of the Association to the Owners and the latter shall assume control; the Owners shall elect a board of directors as set forth in these Bylaws and Declarant shall deliver to the Association the items specified in ORS 94.091. During the three (3) month period following the Turnover Meeting, the Declarant or an informal representative thereof shall be available to meet with the Board of Directors of the Association on at least three mutually acceptable dates to review the documents delivered pursuant to said ORS 94.091.

2.4 Annual Meetings: In the first September following the month in which the Turnover Meeting is held, the first annual meeting of Owners shall be held. At such meeting the two (2) incumbent Directors elected at the Turnover Meeting to serve a term of one year shall resign and two new Directors shall be elected by the Owners as provided elsewhere herein. Thereafter, annual meetings shall be held in the same month or in the month

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following, at such hour and on such date as the Chairman may designate, or if he should fail to designate such date by the last day of the first month in which the meeting may be held, then the meeting shall be held on the second Wednesday of the second month in which the meeting may be held, unless such day shall be a legal holiday, in which event the meeting shall be held on the next succeeding business day. At such meetings, the Owners shall elect Directors to fill vacancies or to succeed retiring Directors as provided in Article 3 of these Bylaws and shall also transact such other business of the Association as may properly come before the meeting.

2.5 Place of Meetings: Meetings of the Owners shall be held at the principal office of the Association, or at such other suitable place within the City of Portland, Oregon, convenient to the Owners as may be designated by the Board of Directors.

2.6 Special Meetings: It shall be the duty of the Chairman to call a special meeting of the Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by the Owners of not less than twenty-seven (27) Units stating the purpose of the meeting. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.7 Notice: The Chairman or Secretary shall give written notice of each Owner meeting, at least fifteen (15) days but not more than fifty (50) days prior to the date set for such meeting, stating the purpose thereof and the time and place where it is to be held, to each OWNER OF RECORD (and to any first Mortgagee of record requesting such notice), at the address of such Owner as listed on the books of the Association, or at such other address as such Owner shall have designated by notice in writing to the Chairman or Secretary, at least ten (10) days prior to the giving of such notice of meeting. The giving of a notice in the manner provided in these Bylaws shall be considered notice properly served. Proof of the giving of such notice, whether by mail or personal delivery, shall be given by the affidavit of the person giving the notice. Notice of a meeting may be waived by any Owner before or after meetings. When a meeting is adjourned for less than thirty (30) days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

2.8 Voting: The total number of votes of all Owners shall be eighty-eight (88), and each Owner or group of Owners shall be entitled to the number of votes equal to the number of Units owned. The Declarant shall be entitled to vote as the Owner of any then existing Units retained by the Declarant, and the Board of Directors shall be entitled to vote on behalf of any Unit which has been acquired by or on behalf of the Association; provided, however, that the Board of Directors shall not be entitled to vote such Units in any election of directors.

2.9 **PROXY:** A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents such Owner at meetings of the Association shall be in writing, signed by such Owner, shall run to a person or persons of legal age, and shall be filed with the Secretary. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon sale of the Unit by its Owner. An Owner may pledge or assign his voting rights to a Mortgagee. In such case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the Owner is entitled hereunder and to exercise the Owner's voting rights from and after the time that the Mortgagee shall give written notice of such pledge or assignment to the Board of Directors. Any first Mortgagee may designate a representative to attend all or any meetings of the Association.

2.10 **Fiduciary, Corporate and Joint Owners:** An executor, administrator, conservator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any Unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name, provided, that he shall satisfy the Secretary that he is the executor, administrator, conservator, guardian or trustee, holding such Unit in such capacity. Any person voting on behalf of a Unit owned by a corporation or other entity shall provide the Secretary with written evidence, satisfactory to the Secretary, that such person is the duly constituted representative thereof. 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 disagreement among the co-Owners, the vote of such Unit shall be disregarded completely in determining the proportion of votes given with respect to such matter.

2.11 **QUORUM:** At any meeting of the Association, the presence, in person or by proxy, of forty-five (45) Owners shall constitute a quorum. The subsequent joinder of an Owner in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of an Owner or Owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.12 **BINDING VOTE:** The vote of more than fifty percent (50%) of the Owners, present in person or by proxy, at a meeting at which a quorum is constituted shall be binding upon all Owners for all purposes except where a higher percentage vote is required by law, the Declaration or these Bylaws.

2.13 **Order of Business:** The order of business at annual meetings of the Association shall be:

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- Proxies) 2.13.1 Calling of the roll and certifying of
notice) 2.13.2 Proof of notice of meeting or waiver of
2.13.3 Reading of minutes of preceding meeting;
2.13.4 Reports of officers;
2.13.5 Reports of committees, if any;
2.13.6 Election of directors;
2.13.7 Unfinished business;
2.13.8 New business; and
2.13.9 Adjournment.

3. BOARD OF DIRECTORS.

3.1 Number, Term and Qualification: The affairs of the Association shall be governed by the Board of Directors, which shall consist of five (5) persons. Until the Turnover Meeting (as provided for in Section 2.3 of these Bylaws) shall have been held, the Board of Directors shall consist of the three (3) directors, elected by the Owners at the initial meeting of the Association. At the Turnover Meeting of the Owners one (1) of the Directors shall be elected to serve for a term of three years, two (2) of the Directors shall be elected to serve for a term of two years and the two (2) remaining Directors shall be elected to serve for a term of one year. Election shall be by plurality. At the expiration of the initial term of office of each Director, his successor shall be elected to serve for a term of three years. The Directors shall hold office for the term herein fixed and until their successors have been qualified and elected. There shall be no limit on the number of successive terms a Director may serve on the Board of Directors, if elected as herein provided. After the Turnover Meeting, all Directors shall be Owners. Subsequent to the Turnover Meeting, no Director shall continue to serve on the Board of Directors after he ceases to be an Owner. For the purposes of this Section 3.1 the officers of any corporation, the trustees of any trust, or the partners of any partnership which owns a Unit shall be considered owners of any such Unit.

3.2 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 except such acts which by law, the Declaration or these Bylaws may not be delegated to the Board of Directors by the Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein) the following:

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3.2.1 Operation, care, upkeep and maintenance of the Common Elements.

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

3.2.3 Collection of the common expenses from the Owners.

3.2.4 To provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Condominium and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

3.2.5 Adoption and amendment of reasonable Rules and Regulations pursuant to Section 7.20 herein.

3.2.6 Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

3.2.7 Purchasing, leasing or otherwise acquiring, in the name of the Association or its designee, corporate or otherwise, on behalf of the Owners, Units offered for sale or lease or surrendered by their Owners to the Association.

3.2.8 Purchasing Units at foreclosure sales (judicial or non-judicial) or other judicial or execution sales, in the name of the Association or its designee, corporate or otherwise, on behalf of all Owners upon the consent or approval of the Owners owning not less than sixty-six (66) Units.

3.2.9 Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of directors), or otherwise dealing with Units of the Condominium acquired by the Association or its designee on behalf of all the Owners.

3.2.10 Organizing corporations to act as designees of the Association in acquiring title to or leasing Units by the Association on behalf of all Owners.

3.2.11 Obtaining and reviewing bonds and insurance, including directors' liability insurance, for the Association and the Condominium, including the Units, pursuant to the provisions of the Declaration or Bylaws.

3.2.12 Making repairs, additions and improvements to, or alterations of, the Condominium and repairs to and

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restoration of the Condominium in accordance with the Declaration or Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or settlement under the threat thereof.

3.2.13 Making additions and improvements to, or alterations of, the Common Elements; provided, however, that no such project may be undertaken by the Board of Directors if the total cost will exceed the amount of Three Thousand Dollars (\$3,000.00), unless the Owners have enacted a resolution authorizing the project by a vote of Owners owning at least sixty-six (66) Units, present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to repairs or maintenance undertaken pursuant to paragraph 3.2.1 above.

3.2.14 Levying fees, late charges, fines or interest against the Owners for violations of the Rules and Regulations established by it to govern the conduct of the Owners. Provided, that for any offense for which a fine is levied, the minimum fine shall be One Hundred Dollars (\$100.00) for the first offense, Five Hundred Dollars (\$500.00) for the second offense and One Thousand Dollars (\$1,000.00) for the third or any later offenses of the same nature, and that the maximum fine for any single offense shall in no event exceed One Thousand Dollars (\$1,000.00) per occurrence.

3.2.15 Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Common Elements; provided, however, that (i) the consent of Owners owning at least sixty-six (66) Units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of an amount or amounts, aggregated for the calendar year in question, exceeding five percent (5%) of the estimated budget of the Association for that calendar year to cover the operation, care, upkeep and maintenance of the Common Elements, and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the Owner of such Unit. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to the authority contained in this paragraph 3.2.15 is not repaid by the Association, an owner who pays to the creditor such proportion thereof equal to his interest in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against such Owner's Unit.

3.2.16 Adjusting and settling claims under insurance policies and executing and delivering releases on settlement of such claims on behalf of all Owners, all

holders of Mortgages or other liens on the Units and all Owners of any other interest in the Condominium.

3.2.17 To carry out all responsibilities and obligations of the Owners and of the Association under the KOIN Center Air Space Lease Agreement (herein "Air Space Lease") of even date herewith, between Olympia & York Properties (Oregon), Inc., as Lessor, and Declarant, as Lessee, the interests of the latter having been assigned to the Owners; to assess the charges incurred under the Air Space Lease against the Owners as common expenses; to exercise the option to extend the Air Space Lease contained therein, if a majority of Owners adopt a resolution at any regular or special meeting of the Owners to so do, and to negotiate such other extension, amendment or modifications to the Air Space Lease as at least sixty-six (66) of the Owners shall approve at any regular or special meeting of the Owners.

3.2.18 To bid for and purchase any Unit at a sale pursuant to a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of the Owners owning not less than sixty-six (66) Units.

3.2.19 File all appropriate income tax returns.

3.2.20 Enforcement by legal means of the provisions of the Act, the Declaration, these Bylaws and any Rules and Regulations adopted hereunder.

3.3 Limitations: The Board of Director's powers enumerated in these Bylaws shall be limited in that the Board of Directors shall have no authority to: (1) acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements, subject to all the provisions of these Bylaws) requiring an expenditure in excess of an amount or amounts, aggregated for the calendar year in question, exceeding three percent (3%) of the estimated total budget of the Association for such calendar year, or (2) enter into agreements not to be performed within two years, except agreements specifically authorized in these Bylaws, without in each case the prior approval of the Owners owning at least sixty-six (66) Units.

3.4 Organizational Meetings: Within fourteen (14) days following the annual meeting of the Association or following any meeting at which an election of Directors has been held, the Board of Directors shall hold an organization meeting at such place and time as shall have been fixed by the Directors at the meeting at which the election was held.

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3.5 Regular and Special Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Special meetings of the Board of Directors may be called by the Chairman and must be called by the Secretary at the written request of at least two Directors. Notice of any special meeting shall be given to each Director, personally or by mail, telephone or telegraph at least seven (7) days prior to the day named for such meeting, and shall state the time, place and purpose of such meeting. All meetings of the Board of Directors shall be open to Owners. Such meetings may be conducted by telephonic communication, except that if a majority of the Units are principal residences of the occupants, then: (a) for other than emergency meetings, notice of each Board of Director's meeting shall be posted at a place or places on the property at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform the Owners of such meeting; and (b) only emergency meetings of the Board of Directors may be conducted by telephonic communication.

3.6 Waiver of Notice: Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board of Directors shall constitute a waiver of notice of the time and place thereof, except where a Director attends the meeting for the sole purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all the members of the Board of Directors are present at any meeting of the Board of Directors, however, no notice to directors shall be required and any business may be transacted at such meeting.

3.7 Quorum: At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.8 Removal: At any regular or special meeting of Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. The notice of any such meeting shall state that such removal is to be considered, and any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

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3.9 Resignation: Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, addressed to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary.

3.10 Vacancies: Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Owners shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member creating such vacancy and until a successor shall be elected at the next annual meeting of the Owners.

3.11 Compensation: No Director shall receive any compensation from the Association for acting as such, but shall be reimbursed for his reasonable out-of-pocket expenses.

3.12 Liability and Indemnification of Directors, Officers, Manager or Managing Agent: The Directors and officers shall not be liable to the Association or the Owners for any mistake of judgment, negligence, or otherwise except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each Director and officer and the manager or managing agent on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. Each Director and officer and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or which they may become involved, by reason of being or having been a Director, officer, manager or managing agent and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the Director, officer, manager or managing agent is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in the performance of his duties.

3.13 Fidelity Bonds: The Board of Directors shall require that any person or entity, including, but not limited to, employees of any professional manager, who handles or is responsible for Association funds shall furnish fidelity bond as the Board of Directors deems adequate. The premiums on such bonds shall be paid by the Association.

3.14 Insurance: The Board of Directors shall comply with the insurance requirements in Article 9 of these Bylaws and the Air Space Lease. In addition, the Board of Directors, in its discretion, may obtain such other insurance as it deems necessary to protect the interests of the Association, the Board of Directors or the Owners. Not less frequently than once every three

(3) years, the Board of Directors shall cause the full replacement value of the improvements contained in the Condominium to be determined by an independent appraisal. The Board of Directors shall also at such time conduct a full insurance review. The Board of Directors shall represent the Association in the appraisal of the insurance coverage under the Air Space Lease. The appraisal required under the Air Space Lease shall satisfy the foregoing requirement, but in the event the lessor under the Air Space Lease fails to undertake the appraisal, the Board of Directors shall independently obtain such an appraisal.

3.15 Special Committees: The Board of Directors by resolution may designate one or more special committees, each committee to consist of two (2) or more Owners which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. Such special committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required. The members of such special committee or committees designated shall be appointed by the Board of Directors or the chairman. The Board of Directors or the chairman may appoint Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal, or inability to act for any extended period of time.

4. OFFICERS.

4.1 Designation: The principal officers of the Association shall be the Chairman, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a Vice Chairman, an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be desirable. None of the officers need be Owners until the Board of Directors is elected by the Owners at the Turnover Meeting. Thereafter, only the Chairman and Vice Chairman need be Owners (or officers, directors, shareholders, partners, employees or beneficiaries, or members of their family, of Units owned by corporations, partnerships, fiduciaries and Mortgages), both of whom shall also be members of the Board of Directors.

4.2 Election: The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors and until their successors are elected and qualified. If any office shall become vacant, the Board of Directors shall elect a successor to fill the unexpired term at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

4.3 Removal: Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular

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meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

4.4 **Chairman:** The Chairman shall be the chief executive officer of the Association. He shall preside at all meetings of the Owners and of the Board of Directors. He shall have all of the general powers and duties which are usually incident to the office of the chief executive officer of an Association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Association.

4.5 **Vice Chairman:** The Vice Chairman shall take the place of the Chairman and perform his duties whenever the Chairman shall be absent or unable to act. If neither the Chairman nor the Vice Chairman is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the Chairman on an interim basis. The Vice Chairman shall also perform such other duties as shall from time to time be prescribed by the Board of Directors or by the Chairman.

4.6 **Secretary:** The Secretary shall keep the minutes of all proceedings of the Board of Directors and the minutes of all meetings of the Association. He shall attend to the giving and serving of all notices to the Owners and directors and other notices required by law. He shall keep the records of the Association, except for those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the Chairman. In addition, the Secretary shall act as Vice Chairman, taking the place of the Chairman and performing his duties whenever the Chairman is absent or unable to act, unless the Directors have appointed another Vice Chairman.

4.7 **Treasurer:** The Treasurer shall be responsible for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements necessary for the preparation of all required financial data. He shall be responsible for the deposit of all funds and other valuable effects in such depositories as may from time to time be designated by the Board of Directors, and he shall disburse funds of the Association upon properly authorized vouchers. He shall in general perform all other duties incident to the office of Treasurer of an Association and such other duties as may be assigned to him by the Board of Directors.

4.8 **Execution of Instruments:** All agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such other person or persons as may be designated by general or special resolution of the Board of Directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the Chairman. All checks shall be signed by

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the Treasurer, or in his absence or disability, by the Chairman or any duly elected Assistant Treasurer. Provided, that all checks of Three Hundred Dollars (\$300.00) or more shall require at least two signatures.

4.9 Compensation of Officers: No officer who is a member of the Board of Directors, other than the Secretary and Treasurer, shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the Owners. The Board of Directors may fix any reasonable compensation to be paid to the Secretary, Treasurer and any officers who are not also Directors.

5. BUDGET, EXPENSES AND ASSESSMENTS.

5.1 Budget: The Board of Directors shall from time to time, at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous overassessment, and assess the common expenses to each Owner in the proportion set forth in Section 5 of the Declaration. The budget, which shall reflect comparable figures for the prior year as to all items therein, shall provide for an adequate reserve fund for maintenance, repairs and replacement of those Common Elements which must be replaced on a periodic basis. The Board of Directors shall advise each Owner in writing of the amount of common expenses payable by him, and furnish copies of each budget and amended budget on which such common expenses are based to all Owners and, if requested, to their Mortgagees, at least fourteen (14) days prior to the annual meeting of the Association. Failure to deliver a copy of any budget or amended budget to each Owner shall not affect the liability of any Owner for any such assessment. Nothing herein contained shall be construed as restricting the right of the Board of Directors to, at any time, in their sole discretion, levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

5.2 Determination of Common Expenses: Common expenses shall include:

- 5.2.1 Expenses of administration.
- 5.2.2 Cost of insurance or bonds obtained in accordance with these Bylaws.
- 5.2.3 A general operating reserve.
- 5.2.4 Reserve for replacements and deferred maintenance.
- 5.2.5 Any deficit in common expenses for any prior period, and any accrued interest or late charges thereon.

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5.2.6 Utilities for the Common Elements and other utilities not separately metered or charged.

5.2.7 Services of any person or firm to act on behalf of the Owners in connection with any other matter where the respective interests of the Owners are deemed by the Board of Directors to be similar and nonadversely to each other.

5.2.8 Professional management services, gardening, snow removal, waste removal, painting, cleaning, outside window washing and maintenance, repair and replacement of the exterior of the Building (to the extent such services are not provided under the Air Space Lease), maintenance, decorating, repair and replacement of the Common Elements (but not including windows, interior surfaces of Units and interior surfaces of the hallway doors apartment thereto, which the Owners shall paint, clean (except for outside window surfaces), decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same for the Common Elements.

5.2.9 Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board of Directors is required to acquire or pay for, pursuant to the terms of the Declaration or these Bylaws or which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium as a first class Condominium apartment building or for the enforcement of these restrictions, and which the Board of Directors determines should be assessed to the Owners under Section 5.3.

5.2.10 The discharge of any mechanic's lien or other encumbrance levied against the entire Condominium or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board of Directors by reason of said lien or liens shall be specifically assessed to said Owners.

5.2.11 Maintenance and repair of any Unit (including, but not limited to, the sprinkler system therein) if the Board of Directors determines that such maintenance or repair is necessary to protect the Common Elements or any other portion of the Kohn Center, and an Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board of Directors to said Owner, provided that the Board of

Directors shall levy a special assessment against such Owner for the cost of said maintenance or repair.

5.2.12 Rental or any other sums due under the Air Space Lease.

5.2.13 Any other items properly chargeable as an expense of the Association.

5.3 Assessment of Common Expenses: All Owners shall be obliged to pay on a quarterly basis in advance common expenses assessed to them by the Board of Directors on behalf of the Association pursuant to these Bylaws and the Declaration. Assessments may not be waived due to limited or nonuse of Common Elements. The Declarant shall be assessed as the Owner of any unsold Unit, but such assessment shall be prorated to the date of sale of the Unit. The Declarant may allow to accrue the portion of any such assessments applicable to the reserve fund described in Section 5.4.2. Assessments shall commence upon closing of the first sale of a Unit in the condominium, and at the time of closing of the initial sale of each Unit, the purchaser shall make an initial contribution to the working capital of the Association equal to two months of Association assessments for the Unit plus an initial contribution of Two Hundred Fifty Dollars (\$250.00) per Unit towards the reserve fund described in Section 5.4.2 plus all accrued assessments for the reserve fund, if any. The Board of Directors, on behalf of the Association, shall assess the common expenses against the Owners from time to time, and at least annually, and shall take prompt action to collect from an Owner any common expense due which remains unpaid by him for more than thirty (30) days from the due date for its payment (except as provided above for the Declarant).

5.4 Special Assessments:

5.4.1 Capital Improvements: In the case of any duly authorized capital improvement to the Common Elements, the Board of Directors may by resolution establish separate assessments for the same, which may be treated as capital contributions by the Owners, and the proceeds of which shall be used only for the specific capital improvements described in the resolution.

5.4.2 Reserve Fund for Replacing Common Elements: The Declarant shall establish in the name of the Association a reserve fund for major repair and replacement of Common Elements and assets of the Association including, without limiting the generality of the foregoing, the roof, the exterior of the Condominium, sidewalks, sewers, heating, electrical and plumbing systems, elevators, and parking facilities. The common expenses under Section 5.2 shall be calculated on the basis of expected repair and replacement costs and life expectancy of the items comprising the Common Elements and the assets of the Association such that the reserve fund is reasonably expected to provide sufficient

funds for major repair and replacement of Common Elements and assets of the Association. The Association shall administer the reserve fund and shall adjust at regular intervals the amount of the periodic payments into it to recognize changes in current replacement costs over time. Following the second year after the Turnover Meeting, future assessments for the reserve fund may be reduced, eliminated or increased by an affirmative vote of not less than sixty-six (66) Owners. In no event shall the contributions to the reserve fund be less than ten percent (10%) of the amount required for contributions to the common expenses exclusive of the reserve fund and rent under the KOKH Center Air Space Lease Agreement. Any funds set up for any of the purposes mentioned in this section shall be deemed to be a reserve fund notwithstanding that it may not be so designated by the Board of Directors. The amount of the reserve fund shall constitute an asset of the Association and shall not be distributed to any Owner except on termination of the Condominium and the Association.

5.4.3 Other Reserve Trust Funds: The Board of Directors may also build up and maintain a reasonable reserve for contingencies and replacements not covered by subpara-graph 5.4.2 above. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year may be charged against such reserve. If the estimated cash requirement proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board of Directors shall give notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the first quarterly assessment of common expense which is due more than ten (10) days after the delivery or mailing of such notice of further assessment.

5.5 Default in Payment of Common Expenses: In the event of default by any Owner in paying to the Association the assessed common expense (including but not limited to reserve assessments or any other special assessments), such Owner shall be obligated to pay interest on such common expense from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid expenses, or any appeal therefrom. No interest or late charges will be assessed on common expense paid within fifteen (15) days after the due date thereof. Delinquent payments of common expense assessments shall bear interest from the due date thereof at a floating rate equal to seven (7) percentage points over the average discount rate on U.S. Treasury Bills as published by the Federal Reserve Bank of New York, at the first weekly auction of each calendar month, or a similar rate of interest at a similar institution if the foregoing rate of bank is

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longer exists, but in no event higher than the maximum rate permitted by law. The Board of Directors may also establish and impose charges for late payments of assessments. The Board of Directors shall have the right and duty to recover for the Association such common expenses, together with interest thereon, late charges, if any, and expenses of the proceeding, including attorneys' fees, by an action brought against such Owner or by foreclosure of the lien upon the Unit granted by the Act. The Board of Directors shall notify the holder of any first Mortgage upon a Unit of any default not cured within thirty (30) days of the date of default.

5.6 Foreclosure of Liens for Unpaid Common Expenses: In any action brought by the Association to foreclose a lien on a Unit because of unpaid common expenses, the Owner shall be required to pay a reasonable rental for the use of the Unit during the pendency of the suit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of the Association, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, Mortgage, vote the votes appurtenant to, convey, or otherwise deal with the Unit. An action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing any lien securing the same.

5.7 Statement of Common Expenses: The Board of Directors shall promptly provide any Owner who makes a request in writing with a written statement of his unpaid common expenses, but need not undertake any special auditing expense to do so.

5.8 First Mortgages: Any lien of the Association against a Unit for common expenses shall be subordinate to tax and assessment liens and any first Mortgage of record. Where the purchaser or Mortgagee of a Unit obtains title to the Unit as a result of foreclosure of a first Mortgage or by deed in lieu of foreclosure, such purchaser or Mortgagee, his successors and assigns, shall not be liable for any of the common expenses chargeable to such Unit which became due prior to the acquisition of title to such Unit by such purchaser or Mortgagee except as provided in ORS 94.200(1).

5.9 Violation by Owners; Remedies: The violation of any rule or regulation adopted by the Board of Directors, or the breach of any covenant or provision contained in the Declaration, Bylaws or the RCIN Center Air Space Lease Agreement shall give the Board of Directors the right: (1) to enter upon that part of the Condominium where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board of Directors, or its agents, shall not thereby be deemed guilty in any manner of trespass or (2) to enjoin, abate or remedy by appropriate legal proceedings the continuance of any breach. All expenses of the Board of Directors in connection with such

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violation and such action or proceedings, including engineering, architectural and other professional fees and costs, court costs and attorneys' fees and any other fees and expenses (including fees, fines, late charges and interest pursuant to Section 3.2.14), and all damages, liquidated or otherwise, together with interest thereon until paid at the rate provided in Section 3.8, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his respective share of the common expenses. The Board of Directors shall have a lien for all of the same upon the Unit of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere in the Condominium. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board of Directors. Any violations by an Owner of the Declaration, Bylaws, KOIN Center Air Space Lease Agreement or Rules and Regulations which are deemed by the Board of Directors to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the offending Owner as a specific item, which shall be a lien against the offending Owner's Unit with the same force and effect as if the charge was a part of the normal common expenses attributable to such Unit.

3.10 Liability of Owners: An Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, or his or their guests, employees, servants, invitees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required, as provided herein, shall be charged to said Owner as a specific item, which shall be a lien against such Owner's Unit with the same force and effect as if the charge was a part of the normal common expenses attributable to such Owner's Unit.

3.11 No Waiver: The failure of the Association or of an Owner to enforce any right, provision, covenant or condition, which may be granted by any of the provisions of the Declaration, the Bylaws, KOIN Center Air Space Lease Agreement or any Rules or Regulations shall not constitute a waiver of the right of the Association or Owner to enforce such right, provision, covenant or condition in the future.

3. RECORDED AND AUDITS

3.1 General Records: The Board of Directors and the managing agent or manager, if any, shall keep detailed records of

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the actions of the Board of Directors and the managing agent or manager, minutes of the meetings of the Board of Directors and minutes of the meetings of the Association. The Board of Directors shall maintain a list of Owners entitled to vote at meetings of the Association and a list of all Mortgagees of Units.

6.2 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 Owners and Mortgagees during normal business hours.

6.3 Assessment Roll: The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and address of the Owner or Owners, the amount of each assessment against the Owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

6.4 Payment of Vouchers: The Treasurer shall pay all vouchers up to Three Hundred Dollars (\$300.00) signed by the chairman, managing agent, manager or other person authorized by the Board of Directors. Any voucher in excess of Three Hundred Dollars (\$300.00) shall require the signature of the chairman and one other officer of the Association.

6.5 Reports and Audits: An annual financial statement of the Association, consisting of at least a balance sheet and income and expense statement for the preceding fiscal year, shall be rendered by the Board of Directors to all Owners and to all Mortgagees of Units who have requested the same, within ninety (90) days after the end of each fiscal year. At least annually the Board of Directors, at the expense of the Association, shall obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the Owners and such Mortgagees of Units who have requested the same. At any time any Owner or Mortgagee may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

6.6 Notice of Sale, Mortgage, Rental or Lease: Immediately upon the closing of any sale, Mortgage, rental or lease of any Unit, the Owner shall promptly inform the Secretary or manager of the name and address of the purchaser, Mortgagee, lessee, or tenant. The foregoing notification requirement is in addition to that set forth in Section 9 of the Declaration regarding notification to the Board of Directors of any contemplated sale or lease of a Unit.

7. OCCUPATION AND USE.

7.1 Residential Use: Each Unit shall be occupied and used only as a private single family residence and for no other purpose. Without the prior consent of the Board of Directors, no more than four (4) persons may live in a Unit on a permanent basis. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted in any Unit. Each parking space shall be used for parking a motor vehicle and for no other purpose. Nothing contained in this Section 7.1 shall prevent the Declarant from completing the Units and the building they are in, maintaining Units as models for display and sales purposes, and otherwise maintaining construction offices, displays and signs until the sale by the Declarant of all Units; nor shall the foregoing prevent or prohibit an Owner from maintaining his professional personal library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his Units.

7.2 Insurance Risk: No Unit or Common Elements shall be occupied or used by anyone in such a manner as to result in an increase in the cost of casualty or liability insurance on the Condominium or the risk of cancellation, or threat of cancellation, of any policy of insurance on the Condominium or any Unit or any part of the Common Elements.

7.3 Compliance: The Owner shall comply and shall require all residents, servants, invitees, employees and visitors to his Unit to comply with the Act, the Declaration, these Bylaws and the rules and regulations adopted pursuant thereto.

7.4 Alterations: No Owner shall make any alterations in or to his Units, structural or otherwise, or alter the exterior design or color of any part of the Owner's Units normally visible from the exterior thereof or make any change to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements except for maintenance of those parts of the Common Elements which the Owner has the duty to maintain, without the prior consent in writing of the Board of Directors and any other Owners affected. The Board of Directors shall consider the granting of such consent only after the Owner shall submit a complete set of architectural, mechanical, electrical or other relevant plans and specifications, which submission shall be reviewed by such architects and engineers as the Board of Directors shall deem appropriate. Whether or not such consent is granted, the Owner shall pay, upon demand and in advance, if so required by the Board of Directors, for such professional review. During the course of construction and after completion of same, the Board of Directors may cause its professional advisors to inspect the work to insure that it is performed in compliance with the approved plans. The costs of such inspection(s) shall be paid by the Owner to the Board of

Directors, upon demand. Prior to commencement of construction, the Owner shall provide the Board of Directors with copies of all relevant building permits and evidence of due compliance with any other requirements of government bodies having jurisdiction regarding such work. An Owner may have removed by the Association, at such Owner's expense, a part of the partition wall separating an Owner's Units provided that (i) such removal shall not interfere with any structural support members or loadbearing partitions or columns or with any pipes, wires, cables, conduits or ducts and (ii) such Owner agrees in writing to have the Association restore such wall at such Owner's expense in the event that the ownership of the Units is subsequently divided. No exterior lighting or noise-making devices shall be installed or maintained on any Unit and no antennas or transmitting towers shall be affixed to the Common Elements. Before proceeding with any approved alterations or improvements, the Owner shall, if the Board of Directors so requires, provide to the Association, at the expense of the Owner, a performance bond and a labor and materials bond, issued by a surety satisfactory to the Board of Directors, each in the amount of at least one hundred twenty-five percent (125%) of the estimated cost of such alterations or improvements or such other security as shall be satisfactory to the Association.

7.5 Occupants of Corporate Unit: Whenever a Unit is owned in whole or in part by a partnership, corporation, trust, or other entity, such an entity shall designate at the closing of the acquisition of its ownership interest one particular person or family which shall be entitled to use the Unit. Only such designated person or family, its servants and non-paying guests may use such Unit. A different person or family may be so designated as the named user of a Unit by written notice to the Association, provided that no more than two such changes may be made in any calendar year.

7.6 Non-Interference: Each Unit shall be used only for such purpose and to such extent as will not overload or interfere with any Common Element or the enjoyment thereof by the other Owners.

7.7 Nuisances: No nuisances, noxious or offensive activities shall be allowed in the Condominium nor shall any use or practice be allowed which is improper or offensive in the opinion of the Board of Directors or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Owners or occupants or requires any alteration of or addition to any Common Element. Unit occupants and their guests shall exercise extreme care not to make noise which may disturb other occupants or guests, including the use of musical instruments, radios, televisions and amplifiers. Further, no activity will be allowed in the Condominium in violation of the ROHN Center Air Space Lease Agreement referred to in the recitals to the Declaration or the following documents, each of which are incorporated herewith by reference:

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7.7.1 The South Auditorium Urban Renewal Plan, recorded December 28, 1961, in Book 2006, Page 172, and amended by instrument recorded January 28, 1966 in Book 461, Page 403, in the Records of Multnomah County, Oregon;

7.7.2 The covenants, conditions and restrictions imposed by the deed from the City of Portland, a municipal corporation of the State of Oregon, to Olympia & York Properties (Oregon), Inc., recorded January 13, 1962 at Book 1873, Page 606 in the Records of Multnomah County, Oregon.

7.8 Unlawful or Improper Activities. No unlawful use shall be made of the Condominium or any part thereof, and all Legal Requirements shall be strictly complied with. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Owner or Association, as the case may be, whichever shall have the obligation to maintain and repair the portion of the Condominium affected by any such Legal Requirement. Each Owner shall give prompt notice to the Board of Directors of any written notice received of the violation of any Legal Requirement affecting the Owner's Dwelling Unit or the Condominium. Notwithstanding the foregoing provisions, an Owner may, at such Owner's expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirement affecting any portion of the Condominium which such Owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Owner in such proceedings, provided that:

7.8.1 Such Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association, and each other Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirement, including attorneys' fees and other expenses incurred;

7.8.2 Such Owner shall keep the Board of Directors advised as to the status of such proceedings; and

7.8.3 If any Owner conducts any activity or fails to comply with any Legal Requirement that increases the insurance premiums on insurance carried by the Association, or for which the Association is directly or indirectly responsible, such Owner shall pay such increased premium to the Association, upon demand, and if not so paid, such shall bear interest after the date of such demand at the rate provided in Section 5.5.

7.9 Contested Legal Requirements. An Owner need not comply with any Legal Requirement so long as the Owner is contesting the validity or applicability thereof as provided in Section 7.8, provided that noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable

by fine or imprisonment, and that no part of the Condominium shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest. The Board of Directors may also contest any legal Requirement without being subject to the conditions in Section 7.8 as to contest and may also defer compliance with any legal Requirement, but only subject to the foregoing conditions contained in this Section 7.9 as to deferral of compliance, and the costs and expenses of any contest by the Board of Directors shall be a common expense.

7.10 Improper Discharge: No Owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents or flues of the Condominium which might reasonably be anticipated to cause damage thereto or reduce the life expectancy thereof, spread odors or otherwise be offensive.

7.11 Limitation on Storage Areas: No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators, or any other part of the Common Elements other than the latter designated as storage areas. The lobbies, vestibules, public halls, stairs and public elevators shall be used only for normal passage through them. The provisions hereof shall not apply to the Declarant until such time as all Units have been initially sold and conveyed by the Declarant; however, the Declarant shall not use the Common Elements in such a manner as will unreasonably interfere with the use of the other Units for dwelling purposes.

7.12 Tradesmen: Owners shall require their tradesmen to utilize exclusively the elevator and entrance designated by the Board of Directors for transporting packages, merchandise or any other objects.

7.13 Animals: No animals or fowls shall be raised, kept or permitted within the Condominium, except domestic dogs, cats, or other household pets, not exceeding 30 pounds in weight, kept within a Dwelling Unit. No such dogs, cats or pets shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes or in unreasonable numbers per Dwelling Unit. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof. All dogs, cats or other permitted household pets shall be carried while within the confines of a Common Element. An Owner may be required to remove a pet after receipt of two notices in writing from the Board of Directors of violations of any rule, regulation or restriction governing pets within the Condominium.

7.14 Signs: No sign of any kind shall be displayed to public view on or from any Unit or Common Element, without the prior written approval of the Board of Directors, except for signs needed by Declarant to advertise Units for sale.

7.15 Trash: No part of any Unit or the Common Elements shall be used or maintained as a dumping area for rubbish, trash,

garbage or other waste. No such items shall be kept or maintained except in sanitary containers in areas designated therefor.

7.16 Auctions or Open House: No Owner shall, when attempting to sell, lease or otherwise dispose of his Unit, or any personalty located therein, hold an "open house" or "auction." All prospective purchasers, lessees, or other interested parties shall be shown the premises of the personalty involved on a "By Appointment Only" basis. An auction, estate sale or the like, attended by more than 10 persons at any one time shall be deemed automatically to be a violation of this Section 7.16.

7.17 Electronic Interference: The building in which the Condominium is located will be the location of a television and/or radio studio. No electrical, electronic or other device of any kind shall be located, kept or operated within the Condominium which would interfere in any way with the normal operations of such television and/or radio studio, provided that the foregoing shall in no event be deemed to prohibit the location or use of television sets, video cassette recorders, video disc players, stereos, radios (not including 2-way radios or any other transmitting devices) or the like for the personal pleasure of any Owner and such Owner's guests, if such devices are generally considered as standard home entertainment devices.

7.18 Windows: No sign, decoration or artistic device of any kind shall be placed on or shall be visible when looking into a window of the Condominium, except for the normal drapes, window shades or other conventional window covering and the normal interior furnishings of a Unit.

7.19 Overloading: No Owner shall do anything to overload any part of a Unit or any part of the Common Elements or any Limited Common Elements, including, the elevators and balconies.

7.20 Association Rules and Regulations: In addition to the foregoing requirements, the Board of Directors from time to time may adopt, modify, or revoke such Rules and Regulations governing the conduct of persons and the operation and use of the Units and the Common Elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Condominium. Any such Rules and Regulations may be amended, modified or revoked by the Owners in the same manner as these Bylaws. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and occupants of all Units from the date of delivery.

B. MAINTENANCE OF CONDOMINIUM PROPERTY, CONDEMNATION.

B.1 Maintenance and Repairs. Except as otherwise provided herein for damage or destruction caused by casualty:

B.1.1 Units. All maintenance of and repairs to any Unit shall be made by the owner of such Unit, who shall keep the same in good order, condition and repair and shall do all redecorating, painting and staining which at any time may be necessary to maintain the good appearance and condition of his Unit. In addition, each Owner shall be responsible for the maintenance, repair, or replacement of interior doors and any plumbing, heating or air conditioning fixtures, telephones, water heaters, fans, lighting fixtures and lamps, refrigerators, dishwashers, ranges, or other appliances and accessories that may be in his Unit. Notwithstanding that they may be part of the Common Elements, each Owner shall maintain the interior surface of doors which provide the means of ingress and egress from a Unit, and the interior surfaces of windows.

B.1.2 Common Elements. All maintenance, repairs and replacements to the Common Elements shall be made by the Association and shall be charged to all the Owners as a common expense. Provided, that if such has been necessitated by acts or omissions of an owner by reason of which the owner is legally responsible for all or a portion of the costs thereof, such shall be charged solely to the owner so responsible. However, should actual collection of such from the responsible owner within a reasonable period of time prove impossible after reasonable collection efforts, the uncollected portion may be charged to all Owners as a common expense, subject to reimbursement of any amounts later collected from the responsible owner.

B.1.3 Repairs by Association. The Association may make repairs that an owner is obligated to make and that he does not make within a reasonable time. If such repairs are of an emergency nature (in that the repairs must be promptly made to prevent further or imminent potential damage to the Unit involved, other Units or any Common Element), the Association may make such repairs immediately, without notice to the Owner, if he is not available for reasonable notification within the time frame that the nature of the emergency shall reasonably afford. The Association shall indemnify its agents, employees and other of its representatives from any and all liability to any owner incurred by reason of any reasonable exercise of the right of entry afforded in the Declaration or Bylaws to effect emergency repairs. The Association shall have no liability to an Owner for any use of its right of entry or right to make emergency repairs if it shall have reasonable cause to believe that such action is required. An Owner shall be deemed to have consented to having such repairs done to his Unit by the Association. An Owner shall reimburse the Association in full for the cost of

such repairs except to the extent covered by insurance, including any legal or collection costs incurred by the Association in order to collect the costs of such repairs. All such sums of money shall bear interest from the due date thereof at the rate provided in Section 5.5. The Association may collect all such sums of money in such installments as the Board of Directors may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

8.2 Additions, Alterations or Improvements: An Owner shall not, without first obtaining written consent of the Board of Directors and satisfying the other requirements provided for in Section 7.4, make or permit to be made any structural alteration, improvement, or addition in or to his Unit, or in or to the exterior of the building or any Common Element. An Owner shall make no repair or alteration or perform any other work on his Unit which would jeopardize the soundness or safety of the Condominium, or reduce the value thereof or impair any easement or hereditament unless the written consent of all Owners affected is also obtained. An Owner shall not modify, alter, add to, paint or decorate any portion of the exterior of the building or any Common Element without first obtaining written consent of the Board of Directors which consent may be withheld if the Board of Directors is unable to obtain consent from the lessor under the Air Space Lease, and satisfying the other requirements of Section 7.4. In order to prevent damage to the structural integrity of the building, in no event may any Owner, the Association, the Board of Directors or any other entity or any agents, employees, permittees, or licensees of the foregoing drill, bore, or cut any holes into the concrete slab portion of the floor or ceiling of the Condominium, and the Board of Directors shall not give consent for the same.

8.3 Damage or Destruction by Casualty:

8.3.1 In the event of damage or destruction by casualty of Condominium property during the first sixty-five (65) years of the term of the Air Space Lease, if such damage is covered by the hazard insurance carried by the Lessor thereunder, restoration shall be accomplished by the Lessor as provided in the Air Space Lease, with the Association being responsible for any finish work related to the Condominium. The funding, however, for such finish work will be provided by the Lessor's insurance proceeds, to the extent available, and if not, by the Association.

8.3.2 In the event of damage or destruction by casualty of Condominium property after the first sixty-five (65) years of the term of the Air Space Lease, if the cost of restoration of such damage or destruction to the Condominium property and any other part of the building damaged or

destroyed, does not exceed twenty-five percent (25%) of the replacement value of the entire building in which the Condominium is located, Lessor shall promptly make the restoration thereof as provided in Section 20.1.6 of the Air Space Lease. If the restoration cost does exceed said twenty-five percent (25%), Lessor may make such restoration as provided in Section 20.1.6 of the Air Space Lease or may not do so and if Lessor shall not do so, shall pay the Owners an amount equal to the full replacement value of the improvements (as defined in the Air Space Lease) and the cost of any finish work covered by Lessor's insurance, in which event the Air Space Lease shall terminate. In such latter event the Condominium shall be deemed removed from the provisions of the Act as of such termination date.

8.3.3 Except as otherwise provided by the Air Space Lease, the Association shall be responsible for repairing, reconstructing or rebuilding all such damage or destruction to the Common Elements and, to the extent of the Association's insurance coverage, all such damage or destruction to the Units. Each Owner shall be responsible for such repairing, reconstructing or rebuilding of his Unit as is not covered by the Association's insurance.

8.3.4 If, due to the act or neglect of an Owner, or of a member of his family or his household pet or of a guest, servant, invitee or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, to the extent not covered by the Association's insurance.

8.3.5 In the event any insurance proceeds paid to the Association are not used to repair, reconstruct or rebuild the damaged or destroyed property, the Association shall distribute the proceeds among the Owners and their Mortgagees (as their interests may appear) in the same proportion as their respective undivided interest in the Common Elements.

8.4 Total Condemnation: In the event of condemnation of the whole of the Condominium, the compensation to be paid shall be negotiated and finalized by the Association, subject to ratification of such compensation by the Owners of at least sixty-six (66) of the Units at a special meeting called for that purpose, whether or not proceedings are necessary, and compensation, less expenses involved, if any, in obtaining the said compensation shall be distributed among the Owners in proportion to their interest in the Common Elements and payable to any Mortgagees to the extent required to obtain a discharge of Mortgage. Notwithstanding the award for the condemnation of the whole Condominium, the rights of each Owner shall be separate to

negotiate and finalize their personal compensation for improvements made to the Unit after recording of the Declaration, cost of moving, and other similar items personal to each Owner.

8.5 Part of Common Elements Only Taken: If no Units are affected by the condemnation and such includes part of the Common Elements, the compensation shall be negotiated and finalized by the Association, whether or not proceedings are necessary, and the compensation less such amounts as may be required to reconstruct or repair shall be distributed among the Owners and Mortgagees in proportion to their interest in the Common Elements.

8.6 Partial Condemnation Including Units: In the event of a partial condemnation which includes some Units, each Owner whose Unit is condemned shall deal with the condemning authority with regard to compensation relating to his Unit and interest in the Common Elements. The compensation for the damage suffered by the remaining Owners shall be negotiated and finalized by the Association subject to the ratification of such compensation by the remaining Owners of at least sixty-six (66) Units at a special meeting called for that purpose, whether or not proceedings are necessary, and the compensation shall be distributed proportionately among the remaining Owners and payable to any Mortgagees to the extent required to obtain a discharge of Mortgage. The cost of restoring the balance of the Condominium so that it may be used shall be determined by the Association and the Association shall negotiate with the condemning authority with regard to compensation for this expenditure and shall, unless the Condominium is terminated within thirty (30) days of the receipt of such compensation, reconstruct, using the funds received for such reconstruction. Any moneys received by the Association for any reconstruction made necessary by the Association shall be held in trust by the Association for the purpose of such reconstruction.

9. INSURANCE.

9.1 Types: Each Owner shall be responsible for obtaining, at his own expense, insurance covering his property not insured under paragraph 9.1.1 below and against his liability not covered under paragraph 9.1.2 below, unless the Association agrees otherwise. 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, provided that if the leased insurance to be procured and maintained by Lessor under the All Space Lease complies with all or a portion of the insurance requirements of this Section 9.1, the Board of Directors shall not itself procure or leave in force such coverage during the period that the Lessor so does:

9.1.1 Insurance covering loss or damage under an all-risk replacement cost policy, which coverage must include fire, extended coverage, vandalism and malicious mischief, and such other coverages such as flooding, which the

Association may deem desirable, for not less than the full insurable replacement value, including the cost of replacement in compliance with the then applicable building codes, of the Units and Common Elements. Such policy or policies shall name the Association and the Owners as insureds, as their interest may appear, and shall provide for a separate loss payable endorsement in favor of the Mortgagee of each Unit, if any. No such policy shall contain a deductible exceeding Ten Thousand Dollars (\$10,000.00), adjusted by any increases in the Consumer Price Index - All Items - for all urban consumers as published by the U.S. Bureau of Labor Statistics (or any comparable substitute index, if such shall be discontinued), the base year being 1982. Should the Board of Directors desire a lower deductible as to condominium property than that provided under any policy procured by the Lessor under the Air Space Lease, which deductible cannot exceed Ten Thousand Dollars (\$10,000.00), as adjusted, the cost of such shall be borne by the Association.

9.1.2 A policy or policies insuring the Declarant, the Association, the Board of Directors, the Owners and the managing agent, against liability to the public or to the Owners, and their employees, invitees or tenants, incident to the supervision, control or use of the Condominium. There may be excluded from such policy or policies coverage of an Owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omission of such Owner and liability incident to the ownership and/or use of the part of the Condominium as to which such owner has the exclusive use or occupancy. Limits of liability under such insurance shall not be less than Ten Million Dollars (\$10,000,000.00) on a combined single limit basis. In addition to the indexing provided under Section 12.8 of these Bylaws, the foregoing policy limits of liability shall be increased, in the sole discretion of the Board of Directors, as indicated by the course of plaintiff's verdicts in personal injury claims in the Circuit Court of Multnomah County, State of Oregon, from time to time. Such policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of the named insured under the policy or policies shall not be prejudiced as respects his action against another named insured; and

9.1.3 Workman's compensation insurance to the extent necessary to comply with any applicable laws.

9.1.4 Boiler, elevator and machinery coverage to the extent the Board of Directors deems appropriate.

9.1.5 Directors' liability insurance, if the Board of Directors deems such to be appropriate.

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9.2 Mandatory Policy Provisions: Insurance obtained by the Association shall be governed by the following provisions:

9.2.1 All policies shall be written with the State of Oregon or a company domiciled in the United States and licensed to do business in the State of Oregon and holding a commissioner's rating of "A," and a size rating of "AAA," or better by the Best's Insurance Reports current at the time the insurance is written or, prior to the Turnover Meeting of the Association, one acceptable to Declarant. Should reinsurance be involved, the Board of Directors shall use its best efforts to cause such to also be with the size rating of "AAA."

9.2.2 All losses under policies hereafter in force placed by the Association regarding the Condominium shall be settled exclusively by the Board of Directors or its authorized representative and it may give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Settlements involving insurance placed by the Lessor under the Air Space Lease shall be accomplished as provided for therein. Provided, however, that the Board of Directors may, in writing, authorize an Owner to adjust any loss to his Unit.

9.2.3 Each Owner shall be required to notify the Board of Directors of all improvements made by the Owner to his Unit, the value of which is in excess of Five Hundred Dollars (\$500.00). Nothing in this paragraph shall permit an Owner to make improvements without first obtaining the approval of this Board of Directors pursuant to Section 8.2 hereof.

9.2.4 Any Owner who obtains individual insurance policies covering any portion of the Condominium other than his personal property and fixtures shall file a copy of such individual policy or policies with the Association within thirty (30) days after the purchase of such insurance.

9.3 Discretionary Provisions: The Board of Directors shall make every effort to secure insurance policies that will provide for the following, and to the extent feasible will cause all policies obtained by the Lessor under the Air Space Lease affecting the Condominium to also so provide:

9.3.1 A waiver of subrogation by the insurer as to any claims against the Association, Board of Directors, the manager, the Owners and their respective servants, agents, household members and guests, except for arson and fraud;

9.3.2 A provision that any master policy on the Condominium cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners;

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9.3.3 A provision that any master policy on the Condominium cannot be cancelled, 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;

9.3.4 A provision that any "no other insurance" clause in any master policy exclude individual Owners' policies from consideration, and a waiver of the usual pro rata clause with respect to such policies;

9.3.5 A provision that the insurer issue subpolicies specifying the portion of any master policy earmarked for each Owner's interest and that until the insurer furnishes written notice and a grace period to the Mortgagee insured under the loss payable clause thereof, the Mortgagee's coverage is neither jeopardized by the conduct of the Mortgagee-Owner, the Association, nor other Owners nor cancelled for nonpayment of premiums;

9.3.6 A rider on any master policy patterned after "Use and Occupancy" insurance which will provide relief from monthly assessments while a Unit is uninhabitable by the payment of the Condominium expenses thereof and any other fixed costs, including, but without being limited to, taxes, rent, insurance, and Mortgage payments. The proceeds from any casualty policy, whether held by the Association or an Owner, payable with respect to any loss or damage to the Common Elements, shall be held in trust for the benefit of all insureds as their interest may appear;

9.3.7 A waiver of the insurer's right to determine whether the damage should be repaired. If reasonably available, the policy or policies should contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild;

9.3.8 That such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty days prior written notice to all parties whose interests appear thereon including any Mortgagee who has given notice to the insurer;

9.3.9 Waivers of any defense based on co-insurance or of invalidity arising from the conduct of any act or omission or breach of a statutory condition of any insured; and

9.3.10 That the same shall be primary insurance in respect of any other insurance carried by any Owner.

9.4 Additional Requirements:

9.4.1 Prior to obtaining any policy or policies of insurance under Section 9.1.1, or any renewal or renewals thereof and if any first Mortgagee holding Mortgagee on at least sixteen percent (16%) of the Units so required, or at such other time as the Board of Directors may deem advisable, the Board of Directors shall obtain an appraisal from an independent qualified appraiser, of the "full replacement cost" of the Condominium, for the purpose of determining the amount of insurance to be effected pursuant to Section 9.1.1 and the cost of such appraisal shall be a common expense, provided, however, that the full replacement cost of the Condominium for the policy or policies of insurance placed in force upon recording of these Bylaws or the Declaration shall be determined by the Declarant.

9.4.2 No Mortgagee may be placed against any Unit unless the Mortgagee agrees to waive any contractual or statutory provision giving the Mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the Mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this Declaration. This paragraph 9.4.2 shall be read without prejudice to the right of a Mortgagee to vote or to consent, if the Mortgage itself contains a provision giving the Mortgagee that right, and also to the right of any Mortgagee to receive the proceeds of any insurance policy, if the insured property is not repaired.

9.4.3 A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and a duplicate original or certified copy of the policy to each Mortgagee, renewal certificates or certificates of new insurance policies shall be furnished to each Owner and Mortgagee not later than ten days before the expiration of any current insurance policy. The master policy (or a copy thereof) for any insurance coverage shall be kept by the Association in its office, available for inspection by an Owner or Mortgagee on reasonable notice to the Association.

9.4.4 No insured, other than the Association, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Association, or to direct that loss shall be payable in any manner other than as provided in these Bylaws.

9.5 By the Owner: It is acknowledged that the foregoing provisions specify the only insurance required to be obtained and maintained by the Association and that the following insurance shall be obtained and maintained by each Owner, as specified:

9.5.1 Insurance on any additions or improvements made by the Owner to his Unit shall be purchased and maintained for the full insurable value thereof. Insurance also shall be purchased for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his Unit in the event of damage. All of such policy or policies of insurance shall contain waiver of subrogation against the Association, its managers, agents, employees and servants, and against the other Owners and any members of their household, except for vehicle impact, arson and fraud.

9.5.2 Public liability insurance in the amount reasonably set by the Board of Directors no more often than every two (2) years, covering any liability of any Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Association.

10. AMENDMENTS TO BYLAWS.

10.1 **How Proposed:** Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by the Owners of at least twenty-seven (27) Units. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

10.2 **Adoption:** A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the Owners and may be approved by the Owners at a meeting called for this purpose. Owners not present at the meeting considering such amendment may express their approval in writing or by proxy delivered to the Board of Directors at or prior to such a meeting. Any resolution shall be approved by not less than forty-five (45) Owners, except that any resolution containing an amendment relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy a Unit and limitations on leasing or rental of Units shall be approved by at least sixty-six (66) Owners. For so long as Declarant remains the owner of one (1) or more Units, the Bylaws may not be modified, added to, amended or repealed so as to eliminate, change, or impair any rights, privileges, easements, licenses or exemptions granted therein or herein to Declarant or its designee, or otherwise adversely affect Declarant or such designee, without Declarant's or such designee's prior written consent in each instance. So long as Declarant owns 10 percent (10%) or more of the Units, but in no event more than three (3) years from the date of conveyance of the first Unit to a person other than Declarant, the Bylaws shall not be modified, added to, amended or repealed in any way without Declarant's prior written consent in each instance.

10.3 **Execution and Recording:** An amendment shall not be effective until certified by the Chairman and Secretary of the

Association, approved by the Oregon Real Estate Commissioner if required by law, and recorded as required by law.

11. LITIGATION.

11.1 By Less than All Owners: If any action is brought by one or more but less than all Owners on behalf of the Association and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, shall be a common expense; provided, however, that if such action is brought against the Owners or against the Board of Directors, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other Owners, as a common expense or otherwise.

11.2 Complaints Against: Complaints brought against the Association, the Board of Directors or the officers, employees, or agents thereof, in their respective capacities as such or the property as a whole, shall be directed to the Board of Directors, which shall promptly give written notice thereof to the Owners and any Mortgagees and shall be defended by the Board of Directors, and the Owners and Mortgagees shall have no right to participate other than through the Board of Directors in such defense. Complaints against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Board of Directors and to the Mortgagees affecting such Units, and shall be defended by such Owners.

12. MISCELLANEOUS.

12.1 Notices: All notices to the Association or to the Board of Directors shall be sent care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time by written notice thereof to each Owner. All notices to any 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.

12.2 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.

12.3 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 feminine and neuter, as the context requires. All captions used herein are intended solely for

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convenience of reference and shall in no way limit any of the provisions of these Bylaws.

12.4 Action Without a Meeting: Any action which the Act, the Declaration or the Bylaws require or permit the Owners or Board of Directors to take a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the Owners or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the Owners or the Board of Directors, shall be filed in the records of minutes of the Association.

12.5 Conflicts: These Bylaws are intended to comply with the Act and the Declaration. In case of any irreconcilable conflict, such Act and Declaration shall control over these Bylaws, any amendments hereto or any Rules and Regulations adopted hereunder.

12.6 Parliamentary Rules: Robert's Rules of Order (latest edition) shall govern the conduct of Association and Board of Directors proceedings when not in conflict with the Declaration, the Articles, these Bylaws or Oregon law.

12.7 Liability Survives Termination: The sale or other disposition of his Unit, shall not relieve or release any former Owner from any liability or obligation incurred or in any way connected to said ownership, nor shall such termination impair any rights or remedies which the Association may have against such former Owner arising out of or in any way connected with such ownership and the covenants and obligations incident thereto.

12.8 Indexing: Whenever any dollar amount is specified in these Bylaws, such amount shall be automatically adjusted each January 1 based upon any changes in the Consumer Price Index - All Items - for all urban consumers published by the U.S. Bureau of Labor Statistics (or any generally accepted substitute for such index, if such shall be discontinued) using the index for January, 1984 as the base year.

12.9 Voting and Other Requirements: Various provisions in these Bylaws call for a minimum vote, approval, quorum, consent or other action of the owners of at least a specified number of Units. Should the number of Units in the Condominium be changed from the current eighty-eight (88) Units, all such references to a specified number of Units shall mean whatever

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different number in the same proportion of the changed total number of Units as the specified number of Units is of eighty-eight (88) Units.

Dated at Portland, Oregon this 1st day of June 1984, being hereby adopted by the undersigned Declarant on behalf of the Association.

FOUNTAIN FLARA CONDOMINIUM NO. 1 ASSOCIATION, an Oregon non-profit corporation

By: *[Signature]*
Enev Veron, President

By: *[Signature]*
Peter Fink, Secretary

FOUNTAIN FLARA CONDOMINIUM, INC., an Oregon corporation

By: *[Signature]*
Enev Veron, President

By: *[Signature]*
Peter Fink, Secretary

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38 - BYLAWS

JUN 14 1984

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 09-12-2011 BY 60322/UC/STP

FORM 1754 PART 405

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JUN 14 1984

AFTER RECORDING RETURN TO:

Eugene L. Grant, Esq.
1800 Pacwest Center
Portland, OR 97204

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AMENDMENT TO

DECLARATION OF

FOUNTAIN PLAZA CONDOMINIUM NO. 1

PROVINCE OF ONTARIO, CANADA)
City of Ottawa) AN.
Regional Municipality of Ottawa-)
Carlton)

COME NOW, ZEEV VERED and J. MICHAEL CASEY, who on oath
depose and say that they are the President and Secretary,
respectively, of the Fountain Plaza Condominium No. 1 Association,
and that the owner of more than seventy-five percent (75%) of the
units of Fountain Plaza Condominium No. 1 has adopted the
following amendment:

WITNESSETH:

The Declaration submitting Fountain Plaza Condominium
No. 1 to the Oregon Condominium Act which was recorded June 14,
1984, in Book 1754 on Page 324 in the records of Multnomah County,
Oregon, is hereby amended by replacing Sections 9.1 and 9.4
thereof with the following:

"9.1 Sale or Lease. Any Owner other than the
Declarant or an institutional first Mortgagee
who wishes to sell or lease (for a term
exceeding thirty-six (36) months, including
options) a Dwelling Unit (or any lessee of any
Dwelling Unit wishing to assign or sublease
such Dwelling Unit for a term exceeding
thirty-six (36) months, including options)
shall give to the Board not less than thirty
(30) days' prior written notice of the terms
of any contemplated sale or lease, together
with the name, address and financial and
character references of the proposed purchaser
or lessee and such other information
concerning the proposed purchaser or lessee as
the Board may reasonably require. The members
of the Board acting on behalf of the other
Owners shall at all times have the first right

1 - AMENDMENT TO DECLARATION

C-860210

THIS DOCUMENT IS RECORDED AS AN ACCOMPLISHING
BY SAFFCO TITLE INSURANCE AND MAINTAINS NO
RESPONSIBILITY AS TO THE EFFECT OR PROVISIONS
OF THIS DOCUMENT

and option to purchase or lease such Dwelling Unit upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the Owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, contract to sell or lease (or sublease or assign) such Dwelling Unit to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close said proposed sale or lease transaction or wishes to change the terms thereof within said ninety (90) days, the Dwelling Unit again shall become subject to the Board's right of first refusal as herein provided. For purposes of this Section 9.1, the term "institutional first Mortgagee" shall mean an entity which has or had a first lien on a Unit and which is a bank, savings and loan, mortgage company or other similar business entity which, in the ordinary course of its business, regularly makes loans to individuals secured by first liens against residential real estate. The conveyance of a Dwelling Unit to an institutional first Mortgagee by means of a deed in lieu of foreclosure shall not be considered a sale for purposes of this Section 9.1.

9.4 Involuntary Sale. In the event any Dwelling Unit or interest therein is sold at a judicial or execution sale (other than a judicial or non-judicial Mortgage foreclosure sale or the acceptance of a deed in lieu of foreclosure) the person acquiring title through such sale before taking possession of the Unit so sold shall give thirty (30) days' written notice to the Board of an intention so to do, whereupon the members of the Board acting on behalf of the Owners shall have an irrevocable option to purchase such Dwelling Unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Dwelling Unit. The Board shall be deemed to have exercised its option if it tenders the

2 - AMENDMENT TO DECLARATION

FEB - 6 1986

required sum of money to the purchaser within
said thirty (30) day period."

DATED this 16th day of December, 1985.

FOUNTAIN PLAZA CONDOMINIUM
NO. 1 ASSOCIATION

By: [Signature]
Zeev Vered, President

By: [Signature]
J. Michael Casey, Secretary

The foregoing Amendment to Declaration is hereby
approved this 21st day of January, 1986.

MORELLA LARSEN
Real Estate Commissioner

By: [Signature]

The foregoing Amendment to Declaration is hereby
approved this 3 day of February, 1986.

ASSESSOR AND TAX COLLECTOR FOR
MULTNOMAH COUNTY, OREGON

By: [Signature]

3 - AMENDMENT TO DECLARATION

FEB - 6 1986

The undersigned owner of more than seventy-five percent (75%) of the units in Fountain Plaza Condominium No. 1 hereby consent to this Amendment.

FOUNTAIN PLAZA CONDOMINIUM, INC.

By: [Signature]
Zeev Vered, President

By: [Signature]
J. Michael Casey
Assistant Vice President

PROVINCE OF ONTARIO, CANADA)
City of Ottawa)
Regional Municipality of Ottawa-)
Carlton)

ss. DATED: December 16, 1985

Personally appeared ZEEV VERED and J. MICHAEL CASEY who, being duly sworn, did say that they are the President and Secretary, respectively, of FOUNTAIN PLAZA CONDOMINIUM NO. 1 ASSOCIATION, an Oregon nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and they acknowledge that instrument to be its voluntary act and deed.

[Signature]
NOTARY PUBLIC FOR PROVINCE OF ONTARIO

PROVINCE OF ONTARIO, CANADA)
City of Ottawa)
Regional Municipality of Ottawa-)
Carlton)

ss. DATED: December 16, 1985

Personally appeared ZEEV VERED and J. MICHAEL CASEY who, being duly sworn, did say that they are the President and Assistant Vice President, respectively, of FOUNTAIN PLAZA CONDOMINIUM, INC., an Oregon corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and they acknowledge that instrument to be its voluntary act and deed.

[Signature]
NOTARY PUBLIC FOR PROVINCE OF ONTARIO

7741 1883

BOOK 1883 PAGE 1948

009429

STATE OF OREGON }
Multnomah County }

I, a Deputy for the Recording of Conveyances, in and for said County, do hereby certify that the foregoing instrument is a true and correct copy of the original as recorded in the records of said County.

1986 FEB -6 PM 12: 25

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book On Page

BOOK 1883 PAGE 1944

with my hand and seal of office at this

Recorder of Conveyances

m. B. Baker
Deputy

17

FEB - 6 1986

AMENDMENT TO THE BYLAWS
OF
FOUNTAIN PLAZA CONDOMINIUM No. 1 ASSOCIATION

COME NOW Marian Mack and Linda James, who on oath depose and say that: (a) they are the chairman and the secretary, respectively, of Fountain Plaza Condominium No. 1 Association (the "Association"), (b) the following amendment to the Bylaws of the Association has been adopted by the unit owners at a meeting duly called for that purpose, and (c) the following amendment was adopted in accordance with the Bylaws and the provisions of ORS 100.410.

RECITAL

The original Bylaws of Fountain Plaza Condominium No. 1 Association, an Oregon non-profit corporation, were recorded June 14, 1984 in Book 1754 at Page 365 of the Records of Multnomah County, Oregon.

AMENDMENT

Section 7.7 of the Bylaws is amended to read as follows:

7.7 Nuisances: No nuisances, noxious or offensive activities shall be allowed in the Condominium nor shall any use or practice be allowed which is improper or offensive in the opinion of the Board of Directors or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Owners or occupants or requires any alteration of or addition to any Common Element. Unit occupants and their guests shall exercise extreme care not to make noises which may disturb other occupants or guests, including the use of musical instruments, radios, televisions and amplifiers. A

minimum of seventy percent (70%) of the floor area of each Unit shall be carpeted in order to avoid sound transmission between units due to hard surface flooring. Further, no activity will be allowed in the Condominium in violation of the KOIN Center Air Space Lease Agreement referred in the Recitals to the Declaration or the following documents, each of which are incorporated herein by reference:

7.7.1 The south auditorium urban renewal plan, recorded December 28, 1961, in Book 2096 at Page 172, and amendment by instrument recorded January 28, 1966, in Book 461 at Page 403, of the Records of Multnomah County, Oregon;

7.7.2 The covenants, conditions and restrictions imposed by the deed from the City of Portland, a municipal corporation of the State of Oregon, to Olympia & York Properties (Oregon), Inc., recorded January 13, 1982, in Book 1573 at Page 605 of the Records of Multnomah County, Oregon.

IN WITNESS WHEREOF, the Chairman and the Secretary have executed this instrument on this 25 day of May, 1990.

FOUNTAIN PLAZA CONDOMINIUM No. 1
Association, an Oregon
non-profit corporation

By: Marian Mack
Marian Mack, Chairman

By: Linda James
Linda James, Secretary

STATE OF OREGON)
County of Multnomah) SS

Personally appeared before me the above named Marian Mack and Linda James who, being first duly sworn, did say that they are the Chairman and Secretary of Fountain Plaza Condominium No. 1 Association, an Oregon non-profit corporation, and that said instrument was signed on behalf of said corporation and they acknowledged said instrument to be the voluntary act and deed of said corporation.

Before me this 25th day of May, 1990.

[Signature]
NOTARY PUBLIC for Oregon
My Commission Expires: 6/23/93

047655

STATE OF OREGON)
Multnomah County) SS
I, a Deputy for the Recorder of Conferences, in and for Multnomah County, do hereby certify that the foregoing instrument of writing was received for record and recorded in the record of said County.
50 MAY 31 PM 4:02
MULTNOMAH CO. CLERK
In Box
BOOK 2307 PAGE 1932
Witness my hand and seal of office at Portland
Recorder of Conferences
[Signature]
Deputy

3 - AMENDMENT TO THE BYLAWS
FOUNTAIN PLAZA CONDOMINIUM ASSOCIATION #1 (31143)

After Recording, Return to:
Vicki Gately
Schwabe, Williamson + Wyatt
PacWest Center, Suite 1800
1211 S.W. Fifth Ave.
Portland, OR 97204

AMENDMENT TO BYLAWS OF
FOUNTAIN PLAZA CONDOMINIUM NO. 1 ASSOCIATION

STATE OF OREGON)
) ss.
County of Multnomah)

COMES NOW, Marian L. Mack and Sandra Drummond, who on oath depose and say that they are the Chairman and Secretary, respectively, of the Fountain Plaza Condominium No. 1 Association and that this amendment to the Bylaws of Fountain Plaza Condominium No. 1 Association has been duly adopted in accordance with all requirements of the Bylaws and the requirements of ORS 100.410(2):

WITNESSETH

The Declaration (the "Declaration") submitting Fountain Plaza Condominium No. 1 to the Oregon Condominium Act and the Bylaws (the "Bylaws") governing the Fountain Plaza Condominium No. 1 Association were recorded June 14, 1984 in Book 1754 beginning at page 324 in the Records of Multnomah County, Oregon. An amendment to the Declaration was recorded on February 6, 1986 in Book 1883 on page 1944 in the Records of Multnomah County, Oregon.

In accordance with ORS 100.410(2), Section 7.7 of the Bylaws is hereby amended to read as follows:

7.7 Nuisances: No nuisances, noxious or offensive activities shall be allowed in the condominium nor shall any use or practice to be allowed which is improper or offensive in the opinion of the Board of Directors or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Owners or occupants or requires any alteration of or addition to any Common

1 - AMENDMENT TO DECLARATION

(154703.506V16)

MAY 20 1992

Element. Unit occupants and their guests, including the use of musical instruments, radios, televisions and amplifiers. A minimum of seventy percent (70%) of the floor area of each Unit shall be carpeted in order to avoid sound transmission between units due to hard surface flooring.

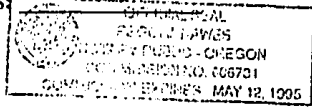
By: Marian L. Mack
Marian L. Mack, President

By: Sandra Drummond
Sandra Drummond, Secretary

STATE OF OREGON)
)ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 13 day of May, 1992, by Marian L. Mack, President and Sandra Drummond, Secretary of Fountain Plaza Condominium No. 1 Association.

Peggy J. Hawes
NOTARY PUBLIC FOR OREGON
My Commission Expires



AFTER RECORDING PLEASE
RETURN TO:
Eugene L. Grant
Schwabe, Williamson & Wyatt
1211 SW Fifth Ave., #1800
Portland, OR 97204-3795

Wm

054326

2

STATE OF OREGON }
Multnomah County } ss

I, a Deputy for the Recorder of Conveyances, in and for Multnomah County, do hereby certify that the within instrument of said County, recorded for record and recorded in the record

92 MAY 20 AM 9:31
RECORDING SECTION
MULTNOMAH CO. OREGON

In Book _____ On Page _____
BOOK 2544 PAGE 1696
Witness my hand and seal of office at this
Recorder of Conveyances

M. W. Grant
Deputy

APR 22 1992
FOUNTAIN PLAZA TOWNHOMES

{7547043.506(VLG)}

MAY 20 1992