

# HOYT SQUARE CONDOMINIUM

EDIT

SIDE 1 OF 4

1212/78-81

(LOTS 3 & 4, AND A PART OF LOT 5, BLOCK 272, COUCH'S ADDITION TO PORTLAND)  
N.E. 1/4, SECTION 33, T.1N, R.1E., W.M., CITY OF PORTLAND  
MULTNOMAH COUNTY, OREGON

GARY M. BUFORD & ASSOCIATES

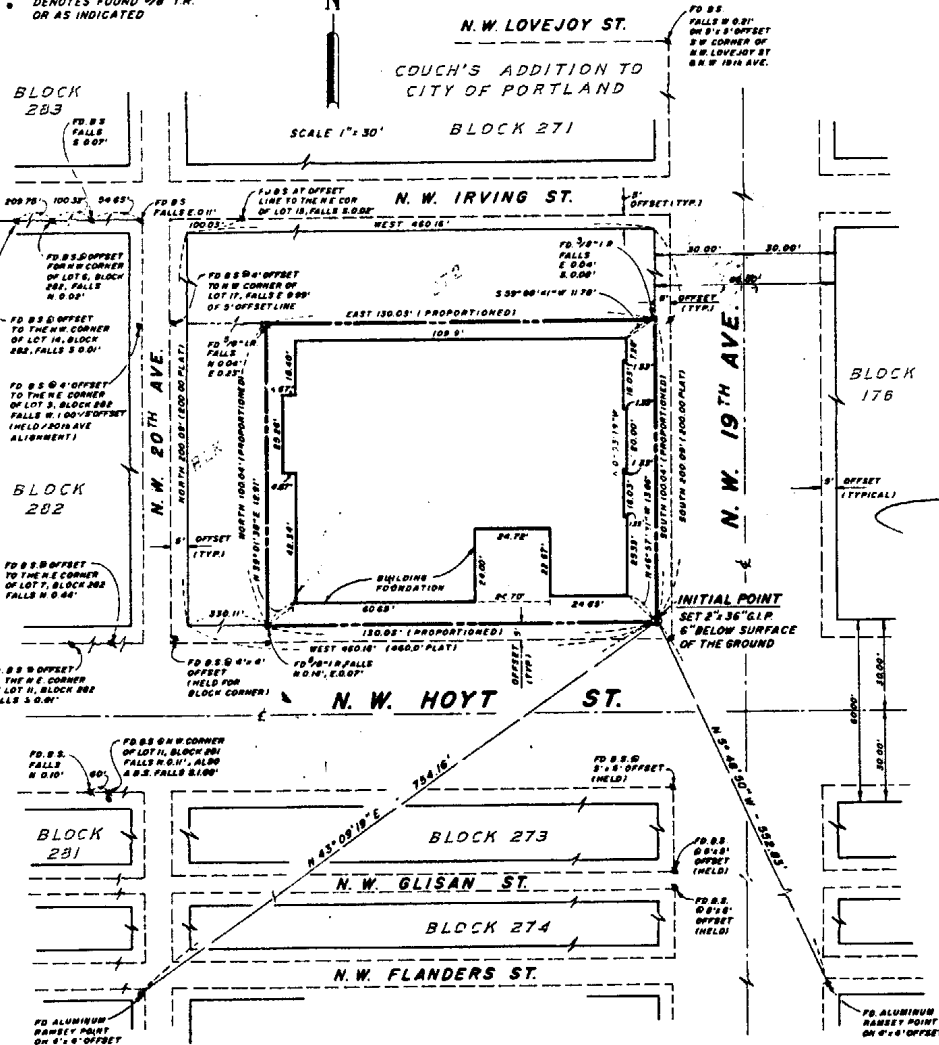
NOVEMBER, 1979

**NOTES**

1. BASIS OF BEARINGS IS N.W. 19th AVE. ASSUMED AS NORTH.
2. REFERENCE SURVEYS: V-310, 201, 10749, 20882, 28203, 43008
3. ALL BUILDING TIES ARE TO FOUNDATION WALL.
4. RAMSEY POINTS FOUND ON N.W. 19th AND N.W. 20th AVENUES WERE FOUND AND LOCATED BY SURVEY AND ARE AS DESCRIBED BY "MAP SHOWING EXISTING STREET MONUMENTS AND MONUMENT LINES - CITY OF PORTLAND" DATED OCTOBER 15, 1914, SAID MAP DESIGNATED AS SURVEY M-7310 AND FILED IN MULTNOMAH COUNTY SURVEY OFFICE.

**LEGEND**

- DENOTES BRASS SCREW, OR TACK FOUND AS INDICATED
- DENOTES SET BRASS SCREW
- DENOTES FOUND 3/8" I.R. OR AS INDICATED



**SURVEYOR'S CERTIFICATE**

I, GARY M. BUFORD, BEING DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LAND REPRESENTED ON THE ANNEXED MAP OF HOYT SQUARE CONDOMINIUM, AND THAT THE INITIAL POINT OF SAID SURVEY IS A GALVANIZED IRON PIPE TWO (2) INCHES IN DIAMETER, THIRTY-SIX (36) INCHES LONG, AND SET SIX (6) INCHES BELOW THE SURFACE OF THE GROUND AT THE SOUTHWEST CORNER OF BLOCK 272 OF THE DULY RECORDED PLAT OF COUCH'S ADDITION TO THE CITY OF PORTLAND IN THE NORTH-EAST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, SAID INITIAL POINT BEARS NORTH 5°48'50\"/>

CONTAINING 13,008 SQUARE FEET (0.30 ACRES), MORE OR LESS.

REGISTERED PROFESSIONAL LAND SURVEYOR  
GARY M. BUFORD  
1148

SUBSCRIBED AND SWORN BEFORE ME  
THIS 24th DAY OF December, 1979

Notary Public for the State of Oregon  
MY COMMISSION EXPIRES 6-24-81



**DECLARATION**

KNOW ALL MEN BY THESE PRESENTS, THAT HOYT CONDOMINIUM VENTURE, A JOINT VENTURE CONSISTING OF SILVEY DEVELOPMENT CORPORATION AND RSL DEVELOPMENT CORPORATION, BOTH DULY REGISTERED OREGON CORPORATIONS, DOES HEREBY DECLARE THE ANNEXED MAP TO BE A TRUE AND CORRECT MAP OF THE LAND LAID OUT AS HOYT SQUARE CONDOMINIUM, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREUNTO ANNEXED, AND SAID HOYT CONDOMINIUM VENTURE DOES HEREBY COMMIT SAID MAP TO THE OPERATION OF THE UNIT OWNERSHIP LAW AS SET FORTH IN CHAPTER 91 OF THE OREGON REVISED STATUTES.

IN WITNESS WHEREOF, SAID HOYT CONDOMINIUM VENTURE HAS CAUSED THESE PRESENTS TO BE EXECUTED BY THE PRESIDENTS OF SILVEY DEVELOPMENT CORPORATION AND RSL DEVELOPMENT CORPORATION THIS 20th DAY OF November, 1979.

Donald V. Silvey, President  
SILVEY DEVELOPMENT CORPORATION

Robert S. Leeb, President  
RSL DEVELOPMENT CORPORATION

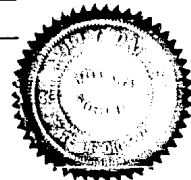
**ACKNOWLEDGEMENT**

STATE OF OREGON }  
COUNTY OF CLACKAMAS } SS.

BE IT REMEMBERED THAT ON THIS 20th DAY OF November, 1979, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED DONALD V. SILVEY AND ROBERT S. LEEB, WHO BEING DULY SWORN, EACH FOR HIMSELF, DID SAY THAT HE, DONALD V. SILVEY, IS PRESIDENT OF SILVEY DEVELOPMENT CORPORATION, AND HE, ROBERT S. LEEB, IS PRESIDENT OF RSL DEVELOPMENT CORPORATION, AND THAT THEIR SIGNATURES AFFIXED TO THE FOREGOING INSTRUMENT WERE BY AUTHORITIES OF THE BOARD OF DIRECTORS OF THEIR RESPECTIVE CORPORATIONS AND SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATIONS.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

Notary Public in and for the State of Oregon  
MY COMMISSION EXPIRES 6-29-81



I HEREBY CERTIFY THE ACCOMPANYING TRACING TO BE AN EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR  
GARY M. BUFORD  
1148

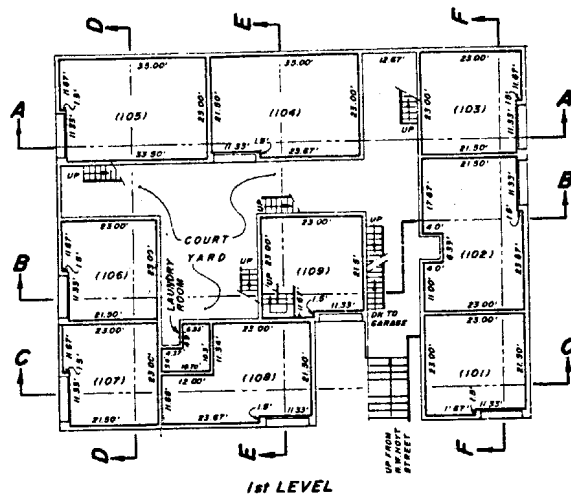
# HOYT SQUARE CONDOMINIUM

SIDE 2 OF 4

( LOT 3 & 4, AND A PART OF LOT 5, BLOCK 272, COUCH'S ADDITION TO PORTLAND )  
 N.E. 1/4, SECTION 33, T.1N, R.1E., W.M., CITY OF PORTLAND  
 MULTNOMAH COUNTY, OREGON

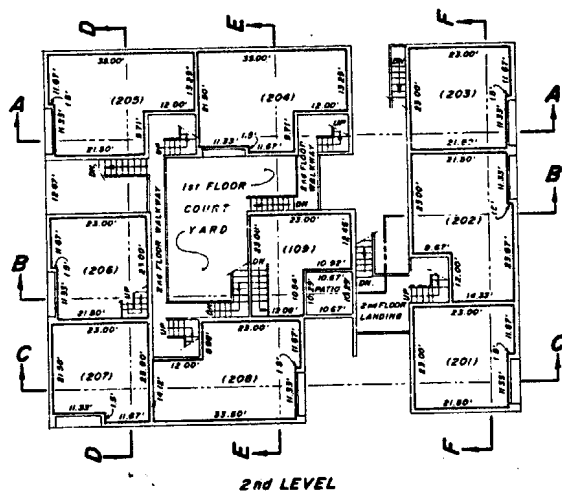
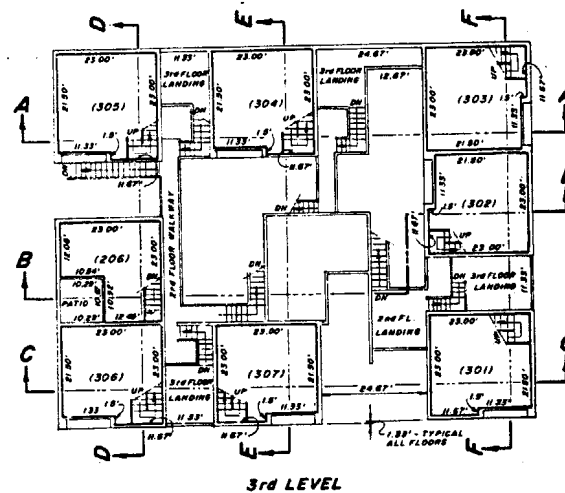
GARY M. BUFORD & ASSOCIATES

NOVEMBER, 1979



**NOTES:**

1. GENERAL COMMON ELEMENTS INCLUDE COURT YARD, STAIRS, WALKWAYS, LANDINGS, LAUNDRY ROOM AND ALL OTHER COMMON AREAS WITHIN PROPERTY BOUNDARY NOT SPECIFICALLY COVERED UNDER LIMITED COMMON ELEMENTS.
2. LIMITED COMMON ELEMENTS INCLUDE PATIOS, STORAGE (SEE SIDES 3 OF 4), PARKING (SEE SIDE 3 OF 4).
3. FOR ELEVATIONS, SEE SIDE 4 OF 4.
4. SEE SIDE 3 OF 4 FOR PARKING LEVEL PLAN.
5. WALL THICKNESSES (AVERAGE):  
 a.) COMMON WALL BETWEEN UNITS 1.00"  
 b.) EXTERIOR UNIT WALL (EXPOSED) 0.85"  
 c.) WALL FROM UNIT TO PATIO 0.48"  
 d.) EXTERIOR PATIO WALL 0.67"

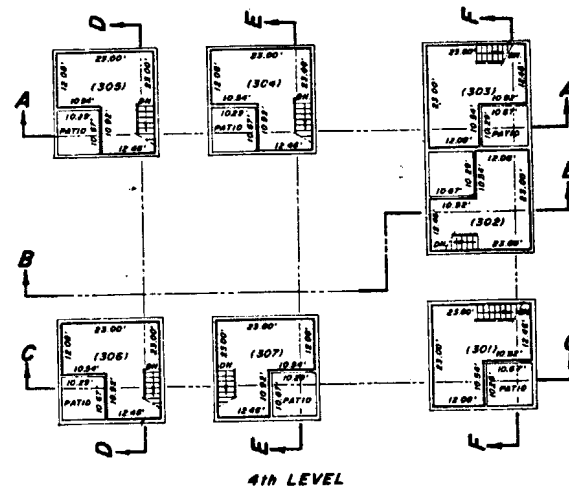


I HEREBY CERTIFY THE ACCOMPANYING TRACING TO BE AN EXACT COPY OF THE ORIGINAL PLAT.

*[Signature]*  
 GARY M. BUFORD  
 11-3

**FLOOR PLANS**

SCALE 1" = 20'



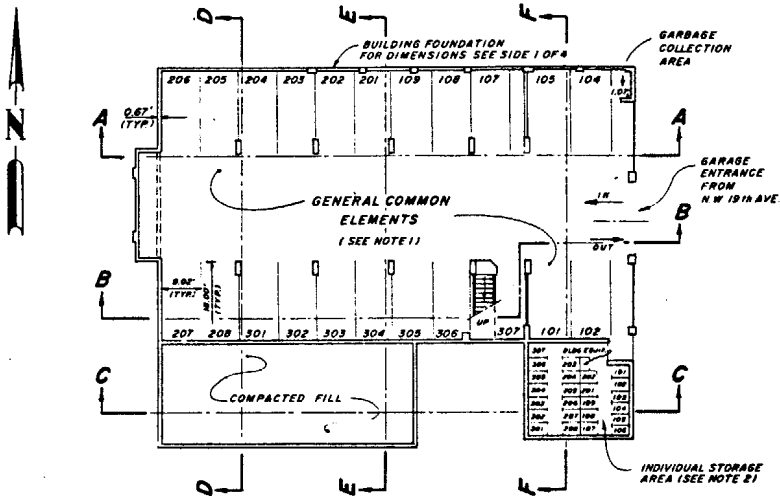
# HOYT SQUARE CONDOMINIUM

SIDE 3 OF 4

(LOTS 3 & 4, AND A PART OF LOT 5, BLOCK 272, COUCH'S ADDITION TO PORTLAND)  
 N.E. 1/4, SECTION 33, T.1N., R.1E., W.M., CITY OF PORTLAND  
 MULTNOMAH COUNTY, OREGON

GARY M. BUFORD & ASSOCIATES

NOVEMBER, 1979

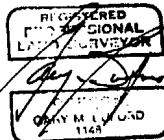


**PARKING LEVEL**  
**UNDERGROUND PARKING**  
 SCALE 1" = 20'

**NOTES:**

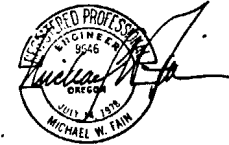
1. THE PARKING AREA IS A GENERAL COMMON ELEMENT (EXCEPTING THE INDIVIDUAL PARKING SPACES WHICH ARE LIMITED COMMON ELEMENTS AND ASSIGNED TO INDIVIDUAL UNITS AS SHOWN).
2. TYPICAL STORAGE LOCKERS ARE 4.25' x 3.33' AND 10' HIGH. STORAGE LOCKERS ARE LIMITED COMMON ELEMENTS AND ASSIGNED TO INDIVIDUAL UNITS AS SHOWN.

I HEREBY CERTIFY THE ACCOMPANYING TRACING TO BE AN EXACT COPY OF THE ORIGINAL PLAT.



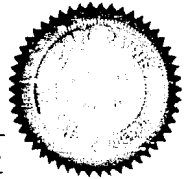
**ENGINEER'S CERTIFICATION**

I, MICHAEL W. FAIN, PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT THE FLOORPLANS AS SHOWN HEREON FULLY AND ACCURATELY DEPICT THE BOUNDARIES OF THE UNITS AND FLOORS OF THE BUILDING, AND THAT CONSTRUCTION OF SUCH UNITS AND BUILDING DEPICTED ON THE FLOORPLANS AND PLAT WAS COMPLETED ON NOVEMBER 15<sup>TH</sup>, 1979.



SUBSCRIBED AND SWORN BEFORE ME THIS 15<sup>TH</sup> DAY OF December, 1979

*Michael J. Dume*  
 NOTARY PUBLIC FOR THE STATE OF OREGON  
 MY COMMISSION EXPIRES 6-21-81



**APPROVALS**

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 91-512 HAVE BEEN PAID AS OF December 27, 1979

JAMES P. WILCOX  
 DIRECTOR, DIVISION OF ASSESSMENT & TAXATION  
 MULTNOMAH COUNTY, OREGON  
 BY Ernest W. Pennington  
 DEPUTY

APPROVED Dec 7, 1979

CITY OF PORTLAND  
 BUREAU OF BUILDINGS  
 BY Garnett E. Huff

APPROVED December 18<sup>th</sup>, 1979  
 COUNTY ENGINEER - MULTNOMAH COUNTY, OREGON  
 BY Clair J. Hanna

ATTEST:

COUNTY RECORDING OFFICE  
 MULTNOMAH COUNTY, OREGON  
 BY W. W. Winters, Dec 27, 1979  
 DEPUTY

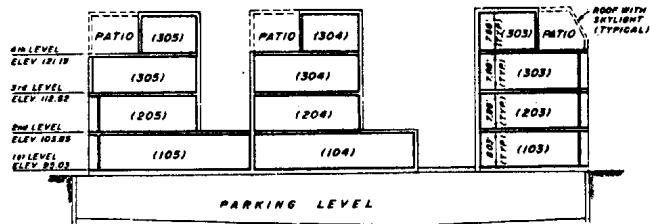
# HOYT SQUARE CONDOMINIUM

SIDE 4 OF 4

(LOTS 3 & 4, AND A PART OF LOT 5, BLOCK 272, COUCH'S ADDITION TO PORTLAND)  
 N.E. 1/4, SECTION 33, T.1N., R.1E., W.M., CITY OF PORTLAND  
 MULTNOMAH COUNTY, OREGON

GARY M. BUFORD & ASSOCIATES

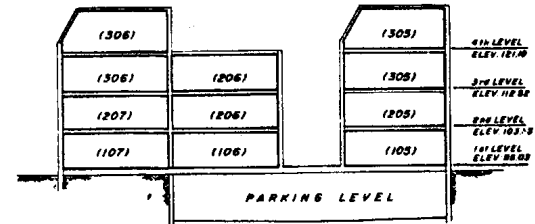
NOVEMBER, 1979



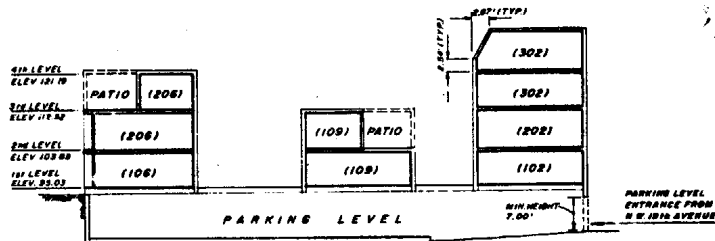
SECTION A - A

**NOTES:**

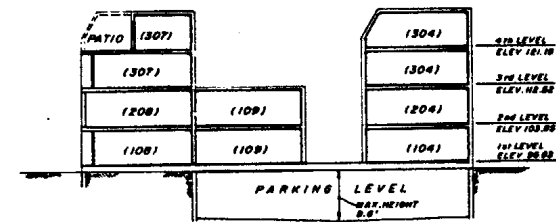
- ELEVATION DATUM IS FROM CITY OF PORTLAND BENCH MARK No. 2858, BRASS JISK SET IN CURB AT THE N.W. CORNER OF N.W. 20th AVENUE AND N.W. FLANDERS STREETS, ELEV. 111.30.
- SEE SIDE 2 OF 4 FOR FLOOR PLANS.



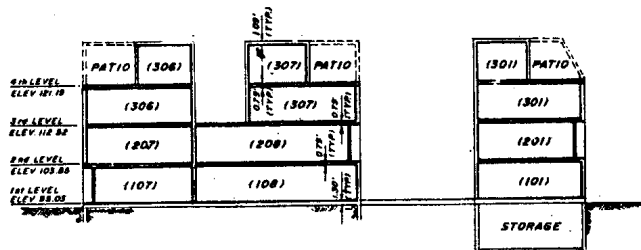
SECTION D - D



SECTION B - B



SECTION E - E

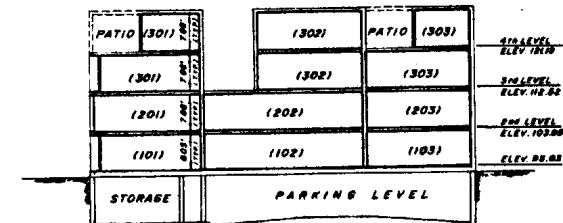


SECTION C - C

I HEREBY CERTIFY THE ACCOMPANYING TRACING TO BE AN EXACT COPY OF THE ORIGINAL PLAT.

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

GARY M. BUFORD  
 1148



SECTION F - F

**ELEVATIONS**

SCALE 1" = 20'

1979

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Department of Commerce  
Real Estate Division

APPROVAL OF DECLARATION

THE UNDERSIGNED, pursuant to ORS 91.512, as Real Estate  
Commissioner of the State of Oregon, hereby approves the  
Declaration of Unit Ownership for

HOYT SQUARE CONDOMINIUM

In Multnomah County, Oregon.

IN TESTIMONY WHEREOF, I have hereunto  
set my hand and affixed hereto the  
seal of the Real Estate Division of  
the Department of Commerce of the  
State of Oregon this

21st day of December, 1979.

WILLIAM F. GWINN  
Real Estate Commissioner



*[Signature]*  
Donald B. Campbell, Examiner  
Condominium Program

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HOYT SQUARE CONDOMINIUM  
DECLARATION AND BY-LAWS  
OF THE  
ASSOCIATION OF UNIT OWNERS

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HOYT SQUARE CONDOMINIUM  
DECLARATION OF UNIT OWNERSHIP

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DECLARATION OF UNIT OWNERSHIP

FOR

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HOYT SQUARE CONDOMINIUM

OBJECTIVES

WHEREAS, to establish a plan of Condominium ownership, The Hoyt Square Venture consisting of the Silvey Development Corporation and the R.S.L. Development Corporation -- duly registered corporations of the State of Oregon, (hereinafter referred to as Grantor(s), the owner(s) of certain real property herein described, desired to submit said property, to the provisions, restrictions and limitations of the Oregon Unit Ownership Law, O.R.S. 91.500 to O.R.S. 91.671 inclusive, and

WHEREAS, said real property will be improved by the construction thereon of a multifamily structure, containing 24 family apartment units, said structure will be built in 1979 in accordance with plans and specifications prepared by Robert S. Leeb, a registered professional architect. Said plans are on record in the City of Portland, County of Multnomah, State of Oregon; and

WHEREAS, said Grantor hereby establishes by this declaration a plan for the individual ownership of real property estates consisting of: The area or interior space in each family apartment unit located in said multi-family structure and the co-ownership by each unit owner with all other unit owners in said multifamily structure, as tenants in common, the remaining property hereinafter referred to as "Common Elements" which include that portion of the remaining property hereinafter referred to as "General Common Elements" to which each unit owner has full right of use and that portion of the remaining property hereinafter referred to as "Limited Common Elements" reserved for the exclusive use by the respective unit owners.

NOW, THEREFORE, said Grantor(s) of the following described real property to wit:

Page One - Declaration of Unit Ownership

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Lots 3, 4 and the easterly 30 feet of lot 5, Block 272,  
COUCH'S ADDITION, City of Portland, County of Multnomah,  
Oregon, as shown on Exhibit B.  
Street Address: 1901-1947 NW Hoyt Street  
Portland, Oregon

hereby makes the following declaration to which the above described real property, along with all improvements thereon, shall be subject and specifies that said declaration shall be binding on the Grantor(s), their successors and assigns and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, personal representatives, devisees or assigns.

ARTICLE I

DEFINITIONS

As used herein,

- 1.1 "Association of Unit Owners" means all the unit owners acting as a group in accordance with this declaration and the By-Laws of the Association of Unit Owners.
- 1.2 "Common Expenses" means the expenses of administration, maintenance, repair or replacement of the common elements, together with such expenses agreed upon as common by the Association of Unit Owners in the manner provided in the Bylaws.
- 1.3 "Manager" means the person or firm hired by the Board of Directors of the Association of Unit Owners to be in charge of the administration of and to manage the property.
- 1.4 "Property" means the land, all buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto.
- 1.5 "Unit" means family apartment unit.

Page Two - Declaration of Unit Ownership

ARTICLE II

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NAME

2.1 The property above described and subject of this declaration shall be known as HOYT SQUARE CONDOMINIUM.

ARTICLE IIIUNIT DESCRIPTION

3.0 There are 24 units located in a four story concrete structure with masonry split face block exterior walls and floors of pre-stressed hollow core pre-cast concrete planks. The roof consists of structural wood framing with built up roofing. The structure has no basement area, but does have a cellar area wherein 22 parking spaces and 24 storage areas are provided. The location of each unit is shown on a diagram marked Exhibit "A" attached hereto and incorporated herein by this reference. The units are bound by the undecorated surface of the interior perimeter walls, floors and ceilings as indicated on Exhibit "A". The individual units are described as follows:

3.1 Unit numbers followed by the letter "A" as shown on Exhibit "A" attached hereto, all contain ONE BEDROOM and the following areas:

<u>Unit No.</u>	<u>Designation</u>	<u>Kitchen Area</u>	<u>Dining Area</u>	<u>Living Room</u>	<u>Bathrooms</u>	<u>Approximate Sq.Ft. Per Unit</u>
101	A	1	1	1	1	576
103	A	1	1	1	1	576
106	A	1	1	1	1	576
107	A	1	1	1	1	576
108	A	1	1	1	1	720
201	A	1	1	1	1	576
202	A	1	1	1	1	720
203	A	1	1	1	1	576
204	A	1	1	1	1	720

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<u>Unit No.</u>	<u>Designation</u>	<u>Kitchen Area</u>	<u>Dining Area</u>	<u>Living Room</u>	<u>Bathrooms</u>	<u>Approximate Sq.Ft. Per Unit</u>
205	A	1	1	1	1	720
207	A	1	1	1	1	576
208	A	1	1	1	1	720

3.2 Unit numbers followed by the letter "B" as shown on Exhibit "A" attached hereto, all contain TWO BEDROOMS and the following areas:

<u>Unit No.</u>	<u>Designation</u>	<u>Kitchen Area</u>	<u>Dining Area</u>	<u>Living Room</u>	<u>Bathrooms</u>	<u>Approximate Sq.Ft. Per Unit</u>
102	B	1	1	1	1	864
104	B	1	1	1	1	864
105	B	1	1	1	1	864
109	B	1	1	1	1-2/3	1008
206	B	1	1	1	1-2/3	1008
301	B	1	1	1	1-2/3	1008
302	B	1	1	1	1-2/3	1008
303	B	1	1	1	1-2/3	1008
304	B	1	1	1	1-2/3	1008
305	B	1	1	1	1-2/3	1008
306	B	1	1	1	1-2/3	1008
307	B	1	1	1	1-2/3	1008

ARTICLE IV

COMMON ELEMENTS

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4.1 The General Common Elements specifically include, but are not limited to all of the above described land, all foundations, columns girders, beams and supports, corridors, parking areas (except designated and restricted parking spaces), storage areas (except designated and restricted storage space), driveways, walkways, stairways, landscaping, pumps, watertanks, the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective units, pipes, wires, conduits, ducts, and/or all utility facilities external to the unit spaces, and in general all areas of the multifamily structure necessary or convenient to its existence, maintenance and safety, or normally in common use.

4.2 The Limited Common Elements shall consist of the parking spaces, storage spaces and patio areas designated on Exhibit "A" attached hereto, as appurtenant to the respective units and are hereby restricted for the exclusive use by the owners of said units. The following chart sets forth the letter designation for the Limited Common Elements as shown on Exhibit "A" attached hereto.

<u>Unit No.</u>	<u>Patio</u>	<u>Parking Space</u>	<u>Storage Space</u>
101A	none	101AP	101AS
102B	none	102BP	102BS
103A	none	none	103AS
104B	none	104BP	104BS
105B	none	105BP	105BS
106A	none	none	106AS
107A	none	107AP	107AS
108A	none	108AP	108AS
109B	109BD	109BP	109BS
201A	none	201AP	201AS
202A	none	202AP	202AS
203A	none	203AP	203AS
204A	none	204AP	204AS
205B	205AD	205AP	205AS

<u>Unit No.</u>	<u>Patio</u>	<u>Parking Space</u>	<u>Storage Space</u>
206B	206BD	206BP	206BS
207A	none	207AP	207AS
208A	none	208AP	208AS
301B	301BD	301BP	301BS
302B	302BD	302BP	302BS
303B	303BD	303BP	303BS
304B	304BD	304BP	304BS
305B	305BD (2)	305BP	305BS
306B	306BD	306BP	306BS
307B	307BD	307BP	307BS

ARTICLE VPERCENTAGE INTEREST IN COMMON ELEMENTS

5.1 The proportionate shares of the separate owners of said units in the common elements and profits and expenses attributable thereto, as well as their proportionate representation for voting purposes in the Association of Unit Owners shall be based one-half on the proportionate value that each of said units bears to \$1,428,600 which represents the total current offering sales price value of all 24 units and one-half on area at the average price per foot of all units. The following chart sets forth the percentage interests of each unit owner by unit number.

<u>Unit No.</u>	<u>Percentage of Interest In Common Elements</u>	<u>Voting Percentage</u>
101	3.06	3.06
102	4.47	4.47
103	2.71	2.71
104	4.47	4.47
105	4.47	4.47
106	2.71	2.71
107	3.06	3.06
108	3.76	3.76
109	5.23	5.23
201	3.06	3.06
202	3.76	3.76
203	3.06	3.06
204	3.76	3.76
205	3.76	3.76
206	5.23	5.23
207	3.06	3.06
208	3.76	3.76
301	5.23	5.23
302	5.23	5.23
303	5.23	5.23
304	5.23	5.23
305	5.23	5.23
306	5.23	5.23
307	5.23	5.23
	<u>100.00</u>	<u>100.00</u>

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BOOK OF RECORDS

ARTICLE VI

OWNERSHIP TO BE FEE SIMPLE

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6.1 Each individual unit, together with its undivided interest in the common elements, shall be owned in fee simple by the unit owner and may be individually conveyed and encumbered and be the subject of ownership, possession, sale or other disposition as though it were solely and entirely independent of the other units, and the individual titles and interests shall be recordable. Each unit owner shall be entitled to the exclusive ownership, possession and enjoyment of his unit.

ARTICLE VII

TAXATION

7.1 Each unit, with its percentage of undivided interest in the common elements shall be considered a parcel of real property subject to separate assessment and taxation by any taxing unit in like manner as other parcels of real property as required by O.R.S. 91.581. The common elements shall not be considered a parcel for purposes of taxation.

ARTICLE VIII

USE

8.1 Each unit is to be used only for single family residential purposes.

ARTICLE IX

ADOPTION OF BYLAWS

9.1 The undersigned owner of the property, subject to this Declaration has adopted, pursuant to the requirements of the Oregon Unit Ownership Law, Bylaws designated Exhibit "B" attached hereto and made a part hereof. Said Bylaws may



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be amended from time to time as provided therein and shall along with the provisions of this Declaration govern the administration of the property.

ARTICLE X

COMPLIANCE WITH BYLAWS AND OTHER RESTRICTIONS

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

ARTICLE XI

PERSONS TO RECEIVE SERVICE OF PROCESS IN CERTAIN CASES

11.1 Service of process in any action relating to the common elements or to more than one unit in cases provided in subsection 1 or O.R.S. 91.578 shall be made upon D. V. Silvey, President, Silvey Development Corporation, 18791 SW Martinazzi Street, Tualatin, Oregon 97062 and Robert S. Leeb, President, RSL Development Corporation, 909 SW St. Clair, Portland, Oregon, 97205.

ARTICLE XII

UNIT RENTAL

12.1 The respective units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as a rental for any period less than 30 days. Otherwise, the owners of the respective units shall have the absolute right to lease their unit provided that said lease is made subject to the covenants and restrictions contained in this Declaration and the Bylaws.

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12.2 Rental receipts received by Unit Owner for rental of their respective units shall not constitute common receipts.

ARTICLE XIII

AMENDMENT

13.1 This Declaration of Unit Ownership may be amended only upon the affirmative vote of all the unit owners and approval of the Real Estate Commission of Oregon.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 6<sup>th</sup> day of December, 1979.

Hoyt Square Venture

[Handwritten signatures]

STATE OF OREGON }  
COUNTY OF MULTNOMAH } ss.

On this 6 day of December, 1979, personally appeared before me, a notary public for said county and state, the within-named Robert S. Leeb, Donald V. Silvey, to me known to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, the date first above written.

The foregoing declaration is approved this 27<sup>th</sup> day of December, 1979.

Director  
Assessment & Taxation  
Multnomah County  
By [Signature]

[Signature]  
Notary Public for Oregon  
My Commission expires 1/24/83



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EXHIBIT "B"

HOYT SQUARE CONDOMINIUM

BY-LAWS

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BYLAWS OF THE  
ASSOCIATION OF UNIT OWNERS  
of  
HOYT SQUARE CONDOMINIUM

ARTICLE I

PLAN OF UNIT OWNERSHIP

1.1 Name and Location. These are the bylaws of the ASSOCIATION OF UNIT OWNERS OF HOYT SQUARE CONDOMINIUM (hereinafter the "Association"). HOYT SQUARE CONDOMINIUM (hereinafter the "condominium") is located at 1901-1947 NW Hoyt Street in the City of Portland, Multnomah County, Oregon, and has been submitted to the Oregon Unit Ownership Law by a declaration filed simultaneously herewith. The location of the condominium is more specifically described in the declaration.

1.2 Principal Office. The principal office of the Association shall be located at 1901-1947 NW Hoyt Street, Portland, Oregon.

1.3 Purposes. This Association is formed under the provisions of the Oregon Unit Ownership Law to serve as the means through which the unit owners may take action with regard to the administration, management and operation of the condominium.

1.4 Applicability of Bylaws. The Association, all unit owners, and all persons using the condominium property shall be subject to these bylaws and to all rules and regulations which may be promulgated hereunder.

1.5 Composition of Association. The Association shall be composed of all the unit owners of the condominium, including Hoyt Condominium Venture consisting of Silvey Development Corporation and RSL Development Corporation (hereinafter, "the developer") and the Association, itself, to the extent either of these own any unit or units of the condominium.

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ARTICLE II

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MEETINGS OF ASSOCIATION

2.1 Place of Meetings. The Association shall hold meetings at 1901-1947 NW Hoyt Street, Portland, Oregon, or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

2.2 First Organizational Meeting. Within ninety (90) days after the developer has submitted the condominium to unit ownership and adopted these bylaws as owner of all the units, the developer shall call the first meeting of the unit owners to organize the Association. In the event of lack of a quorum at such first organization meeting, it may be adjourned to the time of the next annual meeting.

2.3 Annual Meetings. The annual meeting of the Association shall be held in the month of March at such hour and on such date as the chairman may designate, or if the chairman should fail to designate such date by the first day of March, then on the last Tuesday in March. The annual meetings shall be for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

2.4 Special Meetings. Special meetings of the Association may be called by the chairman or secretary or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from at least thirty percent (30%) of the unit owners stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

2.5 Notice of Meetings. Notice of all meetings of the Association stating the time and place and the objects for which the meeting is being called shall be given by the chairman or secretary. Such notice shall be in writing and

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mailed to each unit owner at his address as it appears on the books of the Association not less than fifteen (15) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived by any unit owner before or after meetings. When a meeting is adjourned for less than 30 days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

2.6 Voting. The aggregate number of votes for all unit owners shall be 100, which shall be divided among the respective unit owners in accordance with their respective percentages of ownership interest in the general common elements. If any unit owner consists of more than one person, the voting rights of such unit owner shall not be divided, but shall be exercised as if the unit owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such unit owner. The Developer and Owner, respectively, may exercise the voting rights with respect to unsold units while owned by them.

2.7 Proxies. A vote may be cast in person or by proxy. A proxy given by a unit owner to any person who represents such owner at meetings of the Association shall be in writing and signed by such owner, and shall be filed with the secretary. 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. A unit owner may pledge or assign his voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled hereunder and to exercise the unit owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the Board of Directors.

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- 2.8 Fiduciaries and Joint Owners. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name; provided, that he shall satisfy the secretary that he is the executor, administrator, guardian or trustee, holding such unit in such capacity. Whenever any unit is owned by two or more persons jointly, according to the records of the Association the vote of such unit may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of 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.
- 2.9 Quorum of Unit Owners. At any meeting of the Association, seventy percent of the unit owners, present in person or by proxy, shall constitute a quorum. The subsequent joinder of a unit owner in the action taken at a meeting by signing and concurring in the minutes 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 a unit owner or owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- 2.10 Majority Vote. The vote of fifty one percent (51%) or more of the unit owners, as defined in Article X, Section 4(b) of these bylaws, present in person or by proxy, at a meeting at which a quorum is constituted shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the declaration or by these bylaws.



2.11 Order of Business. The order of business at annual meetings of the

Association shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees, if any.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

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ARTICLE III

BOARD OF DIRECTORS

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3.1 Number and Qualification. The affairs of the Association shall be governed by a board of directors composed of three (3) persons. All directors, other than interim directors appointed by developer, shall be owners or co-owners of units of the condominium. For purposes of this section, the officers of developer shall be considered co-owners of any units owned by developer.

3.2 Interim Directors. Upon the filing of the declaration submitting the condominium to the Oregon Unit Ownership Law, the developer, as owner of all the units, shall appoint an interim board of three (3) directors, one Class A director and two Class B directors, who shall serve until their successors have been elected by the unit owners as hereinafter provided.

3.3 Election and Term of Office. At the first annual meeting the one Class A interim director shall resign, and one Class A director shall be elected to serve for a one year term. At each annual meeting thereafter until seventy percent (70%) of the units of the condominium have been sold, successor Class A directors shall be elected for one year terms. At the next annual meeting after developer has sold 70% of the units, the Class B interim directors shall resign and their successors shall be elected for two year terms. The term of the then existing Class A director shall be extended for an additional year until the next annual meeting, at which time his successor shall be elected for a two-year term. Thereafter, at the expiration of the initial term of office of each respective director, his successor shall be elected to serve for a term of two years, so that the term of not

less than one third of the directors shall expire annually. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality.

3.4 Vacancies. Vacancies in the board of directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, or by a sole remaining director. Each person so elected shall be a director until a successor is elected to fill the unexpired term at the next annual meeting of the Association or the next special meeting of the Association called for that purpose.

3.5 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors, other than interim directors, may be removed with or without cause by a majority vote of the unit owners present in person or by proxy, and a successor shall be elected at that meeting to fill the vacancy thus created. The notice of any such meeting shall state that such removal is to be considered, and any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

3.6 Powers and Duties. The board of directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the declaration or by these bylaws may not be delegated to the board of directors by the unit owners. The powers and duties to be exercised by the board of directors shall include, but shall not be limited to the following:

- (a) Operation, care, upkeep, maintenance and repair of the general and limited common elements.
- (b) Determination of the amounts required for operation, maintenance and other affairs of the Association, and the making of such expenditures.
- (c) Collection of the common expenses from the unit owners.

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(d) Employment and dismissal of such personnel as necessary for the efficient maintenance, upkeep and repair of the common elements.

(d) Employment of legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing units of the condominium at foreclosure or other judicial sales in the name of the Association, or its designee, on behalf of all the unit owners as provided in these bylaws.

(h) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of directors), or otherwise dealing with units of the condominium acquired by the Association or its designee on behalf of all the unit owners.

(i) Obtaining insurance or bonds pursuant to the provisions of these bylaws.

(j) Making additions and improvements to, or alterations of, the common elements, provided, however, that no such project may be undertaken by the board if the total cost will exceed the amount of \$2,500.00 unless the unit owners have enacted a resolution authorizing the project by a vote of seventy-five percent (75%) of the unit owners present in person or by proxy at a meeting at which a quorum is constituted.

(k) Enforcement by legal means of the provisions of the Oregon Unit Ownership Law, the declarations filed thereunder, these bylaws and any rules and regulations adopted hereunder.

(l) Acquire by purchase, lease, devise, gift or voluntary grant real property or any interest therein and take hold, possess and dispose of real property or any interest therein with prior approval of the majority vote of unit owners.

3.7 Managing Agent or Manager. On behalf of the Association, the board of directors shall employ or contract for a managing agent or a manager at a compensation to be established by the board of directors. The board of directors may delegate to the managing agent or manager such duties and powers as the board of directors may authorize. In the absence of such appointment, the board of directors shall act as manager.

(a) Any written agreement for professional management of which is entered into by the Condominium Homeowners Association must provide for a maximum contract term of one year, with written notification of any termination 90 days prior to the termination.

3.8 Organization Meeting. Within fourteen (14) days following the annual meeting of the Association or following any meeting at which an election of directors has been held, the board of directors shall hold an organization meeting at such place and time as shall have been fixed by the directors at the meeting at which the election was held.

3.9 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 any director. Notice of all Board meetings, regular or special, shall be given to each Director and Unit Owner 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 meetings.

3.10 Waiver of Notice. Any director may, at any time, waive notice of any meeting of the board of directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall constitute a waiver by him of notice of the time and place thereof, except where a director attends the meeting for the express

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purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all of the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

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

3.12 Compensation. No director shall receive any compensation from the Association for acting as such.

3.13 Liability and Indemnification of Directors, Manager or Managing Agent. The directors shall not be liable to the Association or the unit 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 the manager or managing agent, if any, against all contractual liability to others arising out of contracts made by the board of directors, manager or managing agent on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the declaration filed herewith or of these bylaws. Each director and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees,

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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, manager or managing agent and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the director, manager or managing agent is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in the performance of his duties.

3.14 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 such fidelity bond as the board deems adequate. The premiums on such bonds shall be paid by the Association.

3.15 Insurance. The board of directors shall obtain such liability insurance as the board deems necessary to protect the Association, its officers or employees, and the unit owners. In addition, the board of directors, as trustee for the unit owners, shall obtain such casualty insurance as necessary to protect the entire condominium property. The board of directors, in its discretion, may obtain such other insurance as it deems necessary to protect the interests of the Association or unit owners. The board of directors shall conduct an annual insurance review which shall include an appraisal of all improvements contained in the condominium. No unit owner may engage in any activity which might jeopardize the insurance coverage described herein. Insurance policies obtained hereunder shall be master policies insuring the Association, its officers and directors, the manager or managing agent, and all unit owners and their mortgagees, as their respective interests may appear, and shall include the following provisions, if possible:

(a) Casualty coverage shall include those risks covered by a standard fire insurance policy with extended coverage endorsement and shall be for the full replacement cost without deduction of

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depreciation.

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(b) Such policy shall contain a waiver of the usual pro-  
ration clause, elimination of the usual "no other insurance"  
provision, and waiver of any right of subrogation as against any  
coinsured, including the lessor under the Lease.

(c) Such policy shall require the insurance company to give  
notice of cancellation to the insureds and any mortgagees covered by  
loss payable clauses.

(d) Such policy shall bear a mortgagee's clause or a loss-payable  
clause in favor of any mortgagee or lender requesting the same, but such  
clause shall not give the mortgagee or lender the right to preempt pay-  
ment of the insurance proceeds to the Association or to control whether  
the damage should be repaired, and loss adjustment and control of the  
proceeds of the policy should rest in the Association as trustee for  
the unit owners.

(e) Liability coverage should cover any unit owner for his acts  
or omissions in connection with the condominium and cover any liability  
arising out of ownership of any unit of the condominium, and should con-  
tain a severability of interests provision so as to cover one unit owner  
for his liability to another unit owner.

(f) The Board of Directors or the manager shall neither be res-  
ponsible for obtaining insurance of any kind against loss or damage to  
the furniture, fixtures, equipment or contents located in the individual  
units or in or on each unit area reserved as limited common elements,  
nor responsible for obtaining liability insurance to protect against  
injuries that might occur within the units. Liability insurance cover-  
ing common elements shall be provided as specified in the by-laws.



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ARTICLE IV

OFFICERS

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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 directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary. The chairman shall be a member of the board of directors, but the other officers need not be directors or unit owners.

4.2 Election of Officers. The officers of the Association shall be elected annually by the board of directors at the organization meeting of each new board and shall hold office at the pleasure of the board. If any office shall become vacant, the board of directors shall elect a successor to fill the unexpired term at any regular meeting of the board of directors, or at any special meeting of the board of directors called for such purpose.

4.3 Removal of Officers. Upon the affirmative vote of a majority of the directors, any officer may be removed either with or without cause, and his successor may be elected at any regular meeting of the board of directors, or at any special meeting of the board of directors called for such purpose.

4.4 Chairman. The chairman shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the board of directors. He shall have all of the general powers and duties which are usually vested in the chief executive officer of an association, including but not limited to the power to appoint committees from among the unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5 Secretary. The secretary shall keep the minutes of all proceedings of the board of directors and the minutes of all meetings of the Association. He shall attend to the giving and serving of all notices to the unit owners

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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.

4.6 Treasurer. The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the board of directors, and he shall disburse funds of the Association upon properly authorized vouchers. He shall 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.

4.7 Execution of Instruments. All agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by general or special resolution of the board of directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the chairman. All checks shall be signed by the treasurer, or in his absence or disability, by the chairman or any duly elected assistant treasurer.

4.8 Compensation of Officers. No officer who is a member of the board of directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the unit owners. The board of directors may fix any compensation to be paid to other officers.

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ARTICLE V

BUDGET, EXPENSES AND ASSESSMENTS BOOK 1408 PAGE 1779

5.1 Budget. The board of directors shall from time to time, and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous overassessment, and assess the common expenses to each unit owner in the same proportion as his percentage interest in the general common elements. If there be any limited common elements, the expense of maintaining, repairing or replacing such limited common elements shall be charged to the unit owners to whom such limited common elements pertain. The board of directors shall advise each unit owner in writing of the amount of common expenses payable by him, and furnish copies of each budget on which such common expenses are based to all unit owners and, if requested, to their mortgagees.

5.2 Determination of Common Expenses. Common expenses shall include:

- (a) Expenses of administration.
- (b) Expenses of maintenance, repair or replacement of common elements.
- (c) Cost of insurance or bonds obtained in accordance with these bylaws.
- (d) A general operating reserve.
- (e) Reserve for replacements and deferred maintenance.
- (f) Any deficit in common expenses for any prior period.
- (g) Any other items properly chargeable as an expense of the Association.
- (h) All costs incurred in exercising the option to purchase and subjecting the property so acquired to the Unit Ownership Law.

5.3 Assessment of Common Expenses. All unit owners shall be obligated to pay common expenses assessed to them by the board of directors on behalf of the Association pursuant to these by-laws and the declaration filed herewith. The developer shall be assessed as the unit owner of any unsold unit, but such assessment shall be prorated to the date of sale of the unit. The board

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of directors, on behalf of the Association, shall assess each month the common expenses against the unit owners, and shall take prompt action to collect from a unit owner any common expenses due which remains unpaid by him for more than thirty (30) days from the due date for its payment. Such assessment shall be in addition to any assessments imposed directly upon the unit owner under the Hoyt Square Condominium Declaration. The board shall make an initial assessment to the first owner to whom each unit is conveyed for the purpose of establishing initial operating funds or reserves.

5.4 Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Association the assessed common expenses, such unit owner shall be obligated to pay interest at the rate of ten (10) percent per annum on such common expenses from the due date thereof, together with all expenses, including attorney's fees, incurred by the Association in any proceeding brought to collect such unpaid expenses, or any appeal therefrom. The board of directors shall have the right and duty to recover for the Association such common expenses, together with interest thereon, and expenses of their proceedings, including attorneys' fees by an action brought against such owner or by foreclosure of the lien upon the unit granted by the Oregon Unit Ownership Law. 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.

5.5 Liens of Association Against Unit. Whenever the Association of Unit Owners acting through its manager furnishes to a unit any services, labor or materials lawfully chargeable as common expenses, The Association of Unit Owners, upon complying with this section, shall have a lien upon the individual unit and the undivided interest in the common elements allocatable to such unit, and the lien shall be prior to all other liens or encumbrances upon the unit, except: (1) Tax and assessment liens, and (2) a first mortgage or

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BOOK OF RECORDS

BOOK 1408 PAGE 1781

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

5.6 Liability Upon Conveyance for Common Expense. In a voluntary conveyance of a unit the vendee shall be jointly and severally liable with the vendor for all unpaid charges against the vendor for his proportionate share of common expenses up to the time of conveyance without prejudice to the vendee's right to recover from the vendor the amount paid by the vendee therefor. Upon request of the prospective purchaser, the manager shall make and deliver a statement of the unpaid charges against the vendor, and the vendee in that case shall neither be liable for, nor shall the unit when conveyed be subject to, a lien filed thereafter for any unpaid charges against the vendor in excess of the amount therein set forth.

5.7 Foreclosure of Liens For Unpaid Common Expenses. In any suit brought by the Association to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of the unit during the pendency of the suit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The board of directors acting on behalf of the Association, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the unit. A suit or action to recover a

money judgment for unpaid common expenses shall be maintainable without foreclosing the lien securing the same.

5.8 Foreclosure Sale - Liability for Accrued Common Expenses. When the purchaser of a unit as a result of a foreclosure of the first mortgage or trust deed, such purchaser, his successor 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. Such unpaid share of common expenses shall be a common expense to all unit owners including such purchaser, his successors, and assigns.

5.9 Mortgage Protection. A. The liens created hereunder upon any condominium shall be subject to and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage or deed of trust (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as unit owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein. B. No amendment to this section shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

5.10 First Refusal Exemption. Any mortgagee who takes title to a unit either through foreclosure and/or a deed in lieu of foreclosure shall be exempt from any right of first refusal.

5.11 Statement of Common Expenses. The board of directors shall promptly provide any unit owner who makes a request in writing with a written statement of his unpaid common expenses.

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BOOK OF RECORDS

ARTICLE VI

RECORDS AND AUDITS

BOOK 1408 PAGE 1783

6.1 General Records. The board of directors and the managing agent or manager, if any, shall keep detailed records of the actions of the board of directors and the managing agent or manager, minutes of the meetings of the board of directors and minutes of the meeting's 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 unit owners and mortgagees at convenient hours of weekdays.

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 \$1,000 signed by the chairman, managing agent, manager or other person authorized by the board of directors. Any voucher in excess of \$1,000 shall require the signature of the chairman.

6.5 Reports and Audits. An annual report of the receipts and expenditures of the Association shall be rendered by the board of directors to all unit owners and to all mortgagees of units who have requested the same promptly

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BOOK OF RECORDS

BOOK 1408 PAGE 1784

after the end of each fiscal year. From time to time the board of directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the owners and such mortgagees. 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 sale, mortgage, rental, or lease of any unit, the unit owner shall promptly inform the secretary or manager of the name and address of said vendee, mortgagee, sublessee, or tenant.



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BOOK OF RECORDS

ARTICLE VII

BOOK 1408 PAGE 1785

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

7.1 Maintenance and Repair. Except as otherwise provided herein for damage or destruction caused by casualty:

(a) Units. All maintenance of and repairs to any unit shall be made by the owner of such unit, who shall keep the same in good order, condition and repair and shall do all redecorating, painting and staining which at any time may be necessary to maintain the good appearance and condition of his unit. In addition, each unit owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heaters, fans, lighting fixtures, fireplaces, refrigerators, dishwashers, ranges, or other appliances that may be in or connected with his unit.

(b) General common elements. All maintenance, repairs and replacements to the general common elements shall be made by the Association and shall be charged to all the unit owners as a common expense.

(c) Limited common elements. All maintenance, repairs and replacements to limited common elements, if any, shall be made by the Association and shall be charged to the unit owners to whom such limited common elements pertain. Each unit owner, however, shall keep the limited common elements which pertain to his unit in a neat, clean and sanitary condition.

7.2 Additions, Alterations or Improvements. A unit owner shall not, without first obtaining written consent of the board of directors, 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 buildings, decks, patios, or any other common elements. A unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness or safety of the property, or reduce the value thereof unless the written consent of all unit owners affected is obtained. A unit owner shall not paint or decorate any portion of the exterior of the buildings or other common elements without first obtaining written consent of the board of directors. All additions, alterations or improvements, whether of a unit by the unit owner or of a common element by the Association, must also be approved by the board of directors.

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7.3 Damage or Destruction by Casualty of Condominium Property.

(a) In the event of damage or destruction by casualty of condominium property, the damage or destruction shall be repaired, reconstructed or rebuilt unless, within fourteen (14) days of such damage or destruction, the board of directors or more than ten percent (10%) of the unit owners shall have requested a special meeting of the Association. Such special meeting must be held within sixty (60) days of the date of damage or destruction. At the time of such meeting, unless ninety percent (90%) of the unit owners, whether in person, by writing or by proxy, vote not to repair, reconstruct or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed or rebuilt.

(b) The Association shall be responsible for repairing, reconstructing or rebuilding all such damage or destruction to the common elements and, to the extent of the Association's insurance coverage, all such damage or destruction to the units. Each unit owner shall be responsible for such repairing, reconstructing or rebuilding of his unit as is not covered by the Association's insurance.

(c) If, due to the act or neglect of a unit owner, or of a member of his family or his household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, to the extent not covered by the Association's insurance.

(d) In the event the 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 unit owners and their mortgagees (as their interest may appear) in the same proportion as their respective undivided interests in the general common elements.

7.4 Condemnation. In the event of a taking in condemnation by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Association. If seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair or restoration of such common elements, the board of directors shall arrange for the same, which shall be paid out of the proceeds of the award. In the event seventy-five percent (75%) or more of the unit owners do not duly and promptly

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approve the repair or restoration of such common elements, the board of directors shall disburse the net proceeds of such award to the unit owners and their mortgagees (as their interest may appear) in the same proportions as the respective undivided interests of the unit owners in the general common elements.

7.5 Abandonment/Termination. Unless seventy-five percent (75%) of all first mortgagees in writing and unit owners have given their approval, the condominium shall not be entitled to by act or omission seek to abandon or terminate the condominium, change the pro-rate interest or obligation of any individual units; change levied assessment or charges, allocating distribution of hazard insurance proceeds; partition or subdivide any condominium units; seek to abandon, partition, subdivide, encumber, sell or transfer any of the common elements.

7.6 Restrictions and Requirements Respecting Use of Condominium Property.

(a) Restrictions. Each unit owner while using his unit or the common elements shall be subject to the limitations, restrictions and requirements set forth in the Declaration, and any rules and regulations adopted thereunder, each of which shall be enforceable by the board of directors to the same extent as if expressly set forth herein.

(b) Association rules and regulations. In addition, the board of directors from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium property. Such action may be modified by vote of not less than seventy-five (75%) of the unit owners present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation or rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the secretary promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery. Such rules and regulations shall not be inconsistent with the Declaration.

(c) Repair and construction. In the event the improvements comprising this project are total or substantially damaged or destroyed, the repairs, reconstruction, or disposition of the property shall be controlled by U.R.S. 91.660.

(d) Limitation on occupant use of units and common area. Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance on the project without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in his unit which will result in the cancellation of the insurance on any part of the project. The board of directors shall have the power to adopt rules and regulations for use of the common area and there shall be no violations of such rules.

7.7 Right of Entry. A unit owner shall grant the right of entry to the board of directors, managing agent, manager or any other person authorized by the board of directors in the case of any emergency originating in or threatening his unit or other condominium property, whether or not the owner is present at the time. A unit owner shall also permit such persons to enter his unit for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in Section 5 of this Article, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

7.8 Easements for Developer. Developer and its agents, successors and assigns shall have an easement over and upon the common elements for the purpose of 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 Developer as sales offices or model units.

7.9 Abatement and Enjoining of Violations. The violation of any rule or regulation adopted hereunder or the breach of any bylaw contained herein or of any provision of the declaration shall give the board of directors, acting on behalf of the Association, the right, in addition to any other rights set forth in these bylaws:

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BOOK OF RECORDS

BOOK 1408 PAGE 1789

(a) to enter the unit in which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board of directors shall not thereby be deemed guilty of any manner of trespass; or

(b) to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

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BOOK OF RECORDS

ARTICLE VIII  
AMENDMENTS TO BYLAWS      BOOK 1408 PAGE 1790

8.1 How Proposed. Amendments to the bylaws shall be proposed by either a majority of the board of directors or by thirty percent (30%) of the unit owners. 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.

8.2 Adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors or by the unit owners and may be approved by the unit owners at a meeting called for this purpose. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by seventy-five percent (75%) of the unit owners.

8.3 Execution and Recording. An amendment shall not be effective until approved by the Real Estate Commission of Oregon and certified by the Chairman and Secretary of the Association and until recorded as required.

ARTICLE IX  
RESTRICTIONS ON CONDUCT

9.1 Advertisements. No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.

9.2 Noise. No owner or occupant shall make or permit any disturbing noises to be made in the building or on the premises by himself, his family, friends, tenants, servants, or other invitees, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or convenience of other owners or occupants. No owner or occupant shall play or allow to be played any musical instrument, radio, TV, hi-fi, tape recorder or the like in the demised premises between the hours of 11:00 PM and the following 8:00 AM,

BOOK 1408 PAGE 1791

if the same shall disturb or annoy other owners or occupants of the building. Those unit owners keeping domestic animals shall abide by the municipal sanitary regulations, and reasonable objections by two other owners will give the board the right to ban the animal from the project.

9.3 Garments, Rugs, Laundry. It is prohibited to hang garments, rugs, laundry, etc., from the windows, patios, walls, fences, railings or in parking areas or spaces in the project.

9.4 Dusting. It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.

9.5 Trash. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

9.6 Wiring Installations. No unit owner shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

9.7 Antennas. No exterior antennas shall be allowed except those installed by the Association.

9.8 Vehicle Parking. Parking of boats, trailers, motorcycles, trucks, motorhomes, truck campers, and like equipment shall be allowed only within the confines of the unit owner's restricted parking space and no portion of said equipment shall project beyond said parking space, except that if other space is available the unit owner may rent the same for such purposes from the Association upon such terms and conditions imposed by the Association, and all other parking of equipment shall be prohibited.

9.9 Recreational Facilities. Unit owners and their guests shall observe and obey the rules established by the board of directors, as amended from time to time for the control and use of all recreational facilities.

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9.10 Age Limitation. No children between the ages of 2 and 16 will be permitted to reside in the condominium on a permanent basis.

ARTICLE X

MISCELLANEOUS

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

10.2 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.

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

10.4 Definitions.

(a) Adoption by reference. The definitions contained in or adopted by the declaration shall be applicable to these bylaws.

(b) Percentage of unit owners. Whenever a percentage of unit owners is specified herein, such percentage means the owners of that percentage of the total number of voting shares existing in the condominium.



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(c) Mortgage and Mortgagee. As used herein, the terms "mortgage" and "mortgagee" shall include, respectively, a deed of trust and the beneficiary of a deed of trust.

10.5 Action Without a Meeting. Any action which the Oregon Unit Ownership Law, the declaration or the bylaws require or permit the owners or directors to take at 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 directors, shall be filed in the records of minutes of the Association.

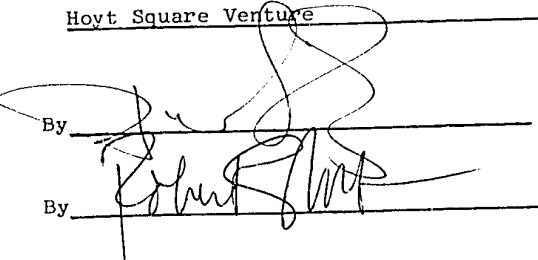
10.6 Conflicts. These bylaws are intended to comply with the Oregon Unit Ownership Law and the Hoyt Square Condominium Declaration. In case of any irreconcilable conflict, such statute and documents shall control over these bylaws or any rules and regulations adopted hereunder.

DATED, at Portland, Oregon this 6<sup>th</sup> day of December, 1979.

Hoyt Square Venture

By

By

Two handwritten signatures are present on horizontal lines. The first signature is written over the line for 'Hoyt Square Venture' and the second signature is written over the line for 'By'.

**HOYT SQUARE CONDOMINIUM**

LOTS 3 & 4 AND A PART OF LOT 5, BLOCK 22, CONDO'S ADDITION TO PORTLAND  
N.E. 1/4, SECTION 33, T.1N. W.1E, W.M. CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON

GARY H. BURD & ASSOCIATES  
INDEPENDIA, OR

PAGE 1 OF 4

**LEGEND**

- 1. CONDO'S ADDITION TO PORTLAND
- 2. CONDO'S ADDITION TO PORTLAND
- 3. CONDO'S ADDITION TO PORTLAND
- 4. CONDO'S ADDITION TO PORTLAND
- 5. CONDO'S ADDITION TO PORTLAND

**NOTES**

1. THIS PLAN IS SUBJECT TO ALL APPLICABLE ORDINANCES AND REGULATIONS OF THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.
2. THE CONDO'S ADDITION TO PORTLAND IS SUBJECT TO THE CONDO'S ADDITION TO PORTLAND.
3. THE CONDO'S ADDITION TO PORTLAND IS SUBJECT TO THE CONDO'S ADDITION TO PORTLAND.
4. THE CONDO'S ADDITION TO PORTLAND IS SUBJECT TO THE CONDO'S ADDITION TO PORTLAND.
5. THE CONDO'S ADDITION TO PORTLAND IS SUBJECT TO THE CONDO'S ADDITION TO PORTLAND.

**DECLARATION**

I, Gary H. Burd, being duly sworn, depose and say that I am the duly qualified and licensed Surveyor for the State of Oregon, and that I am the author of the above and foregoing plat, and that the same is a true and correct copy of the original as the same appears in my office, and that I am a resident of the State of Oregon, and that I am duly qualified and licensed to practice my profession in the State of Oregon, and that I am the duly qualified and licensed Surveyor for the State of Oregon, and that I am the author of the above and foregoing plat, and that the same is a true and correct copy of the original as the same appears in my office, and that I am a resident of the State of Oregon, and that I am duly qualified and licensed to practice my profession in the State of Oregon.

**ACKNOWLEDGEMENT**

I, Gary H. Burd, being duly sworn, depose and say that I am the duly qualified and licensed Surveyor for the State of Oregon, and that I am the author of the above and foregoing plat, and that the same is a true and correct copy of the original as the same appears in my office, and that I am a resident of the State of Oregon, and that I am duly qualified and licensed to practice my profession in the State of Oregon.

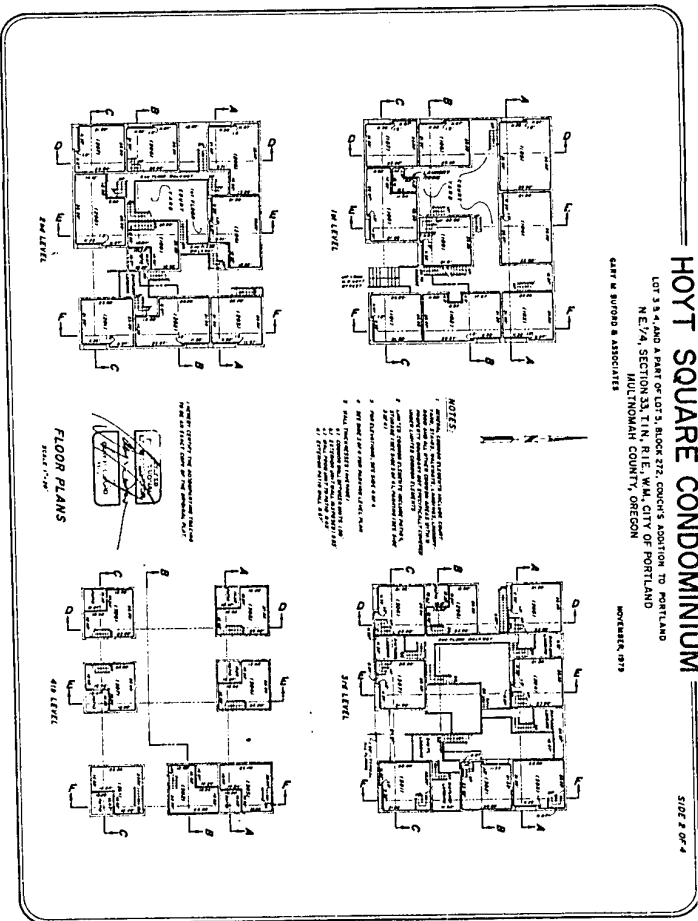
**SURVEYOR'S CERTIFICATE**

I, Gary H. Burd, being duly sworn, depose and say that I am the duly qualified and licensed Surveyor for the State of Oregon, and that I am the author of the above and foregoing plat, and that the same is a true and correct copy of the original as the same appears in my office, and that I am a resident of the State of Oregon, and that I am duly qualified and licensed to practice my profession in the State of Oregon.



Centric microfilm systems, inc.  
PRECISION GRAPHICS

PRECISION GRAPH



PRECISION SYSTEMS, INC.  
PRECISION GRAPHICS

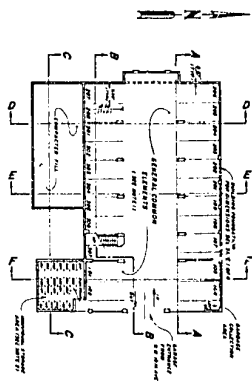
WILL GRAPP

BOOK 1408 PAGE 1796

### HOYT SQUARE CONDOMINIUM

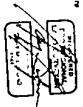
LOTS 184, AND A PART OF LOTS 1, BLOCK 312, CONDOMINIUM SECTION 10 PORTLAND  
NE 1/4, SECTION 33, T1N, R1E, W1/4, CITY OF PORTLAND  
MULTNOMAH COUNTY, OREGON  
NOVEMBER, 1978

SIZE 2 OF 4



**NOTES:**

1. THE PARKING LEVEL IS A CONCRETE, COMBINED SLAB AND BEAM SYSTEM. THE CONCRETE SHALL BE CAST IN PLACE AND SHALL BE FINISHED WITH A POLISHED, STAINED, LIGHTLY AND A LIGHT GRAY TONE AS SHOWN IN THE ARCHITECTURAL FINISH SCHEDULE. THE FINISH SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE BUILDING.
2. THE PARKING LEVEL SHALL BE FINISHED TO THE FINISH ELEVATION SHOWN ON THE ARCHITECTURAL FINISH SCHEDULE.



#### ENGINEER'S CERTIFICATION

I, the undersigned, a duly licensed Professional Engineer in the State of Oregon, do hereby certify that the plans herein shown are a true and correct copy of the original plans as submitted to me by the architect and that they conform to the requirements of the applicable laws and regulations of the State of Oregon.

\_\_\_\_\_  
 PROFESSIONAL ENGINEER  
 STATE OF OREGON

#### APPROVALS

THE UNDERSIGNED, STATEMENT OF THE BOARD OF DIRECTORS OF THE HOYT SQUARE CONDOMINIUM ASSOCIATION, INC., HAS REVIEWED THE PLANS AND APPROVES THEM FOR THE RECORD.

\_\_\_\_\_  
 PRESIDENT

\_\_\_\_\_  
 SECRETARY

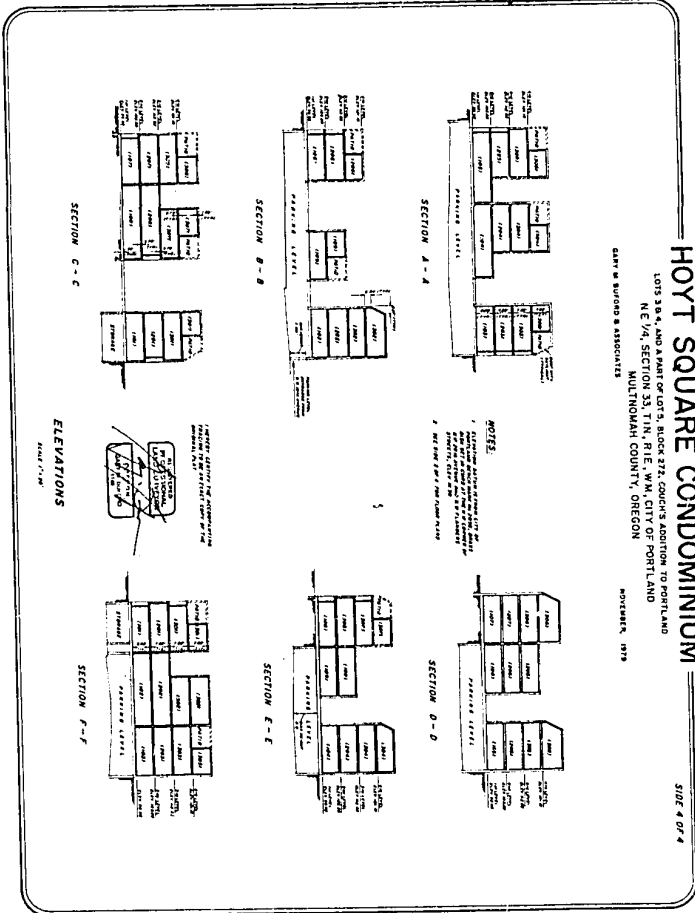
\_\_\_\_\_  
 ARCHITECT

\_\_\_\_\_  
 ENGINEER

\_\_\_\_\_  
 COUNTY RECORDING OFFICE  
 MULTNOMAH COUNTY, OREGON

GENERAL SYSTEMS FOR  
 PLEASANT GROVES  
 MANICGRAPH  
 RAY

Book 1408 Page 1796 Y2



Cascade Microfilm Systems, Inc.  
Precision Graphics

MICROGRAPH

1979

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**HOYT SQUARE CONDOMINIUM**

LOTS 308.4 AND A PART OF LOT 5, BLOCK 372, CONCRETE ADDITION TO PORTLAND  
N. E. 1/4, SECTION 33, T11N., R1E., W. M., CITY OF PORTLAND  
MULTNOMAH COUNTY, OREGON

APRIL 8, 1978

SIDE 3 OF 4

**NOTES:**

1. THIS FLOOR PLAN IS SUBJECT TO ALL CITY, COUNTY AND STATE ORDINANCES, REGULATIONS AND ORDINANCES.
2. THIS FLOOR PLAN IS SUBJECT TO ALL CITY, COUNTY AND STATE ORDINANCES, REGULATIONS AND ORDINANCES.
3. THIS FLOOR PLAN IS SUBJECT TO ALL CITY, COUNTY AND STATE ORDINANCES, REGULATIONS AND ORDINANCES.

**ENGINEER'S CERTIFICATION**

I, the undersigned, a duly Licensed Professional Engineer in the State of Oregon, do hereby certify that the above described plans and specifications were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Oregon.

**APPROVALS**

APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_

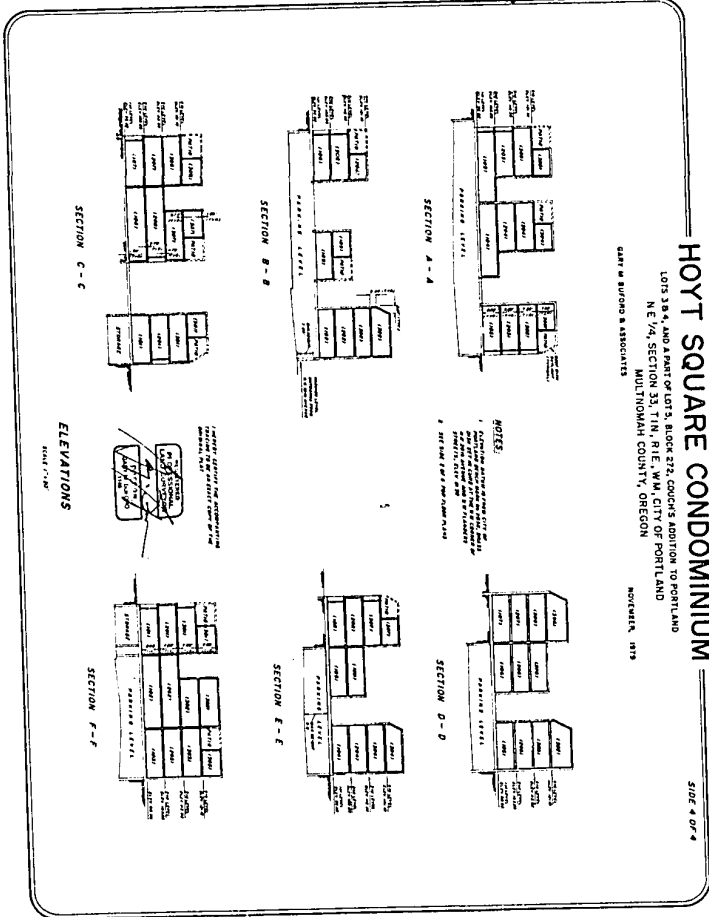
APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_

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CASCADE INTERCOM SYSTEMS, INC.  
1400 N. W. 10TH AVE.  
PORTLAND, OREGON 97227

ANGEL GRAPH

# HOYT SQUARE CONDOMINIUM

LOTS 3 & 4, AND A PART OF LOT 5, BLOCK 272, COUCH'S ADDITION TO PORTLAND  
N.E. 1/4, SECTION 33, T.1N., R.1E., W.M., CITY OF PORTLAND  
MULTNOMAH COUNTY, OREGON

NOVEMBER, 1979

BOOK 1408 PAGE 1797

## SURVEYOR'S CERTIFICATE

I, GARY M. BUFORD, BEING DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LAND REPRESENTED ON THE ANNEXED MAP OF HOYT SQUARE CONDOMINIUM, AND THAT THE INITIAL POINT OF SAID SURVEY IS A SALVAGIZED IRON PIPE TWO (2) INCHES IN DIAMETER, THIRTY-SIX (36) INCHES LONG, AND SET SIX (6) INCHES BELOW THE SURFACE OF THE GROUND AT THE SOUTHEAST CORNER OF BLOCK 272 OF THE DULY RECORDED PLAT OF COUCH'S ADDITION TO THE CITY OF PORTLAND IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, SAID INITIAL POINT BEARS NORTH 31°48'50" WEST, 522.83 FEET FROM AN ALUMINUM RAMSEY POINT (SEE NOTE #1) AT THE SOUTHEAST CORNER OF N.W. FLANDERS STREET AND N.W. 19th AVENUE, SAID INITIAL POINT ALSO BEARS NORTH 43°09'19" EAST, 724.16 FEET FROM AN ALUMINUM RAMSEY POINT (SEE NOTE #1) AT THE SOUTHWEST CORNER OF N.W. FLANDERS STREET AND N.W. 20th AVENUE; THENCE FROM SAID INITIAL POINT ALONG THE NORTHERLY RIGHT OF WAY LINE OF N.W. HOYT STREET, WEST, 130.03 FEET TO A POINT WHICH BEARS WEST, 30.00 FEET FROM THE SOUTHEAST CORNER OF LOT 5, SAID BLOCK 272; THENCE PARALLEL WITH AND 30.00 FEET WEST OF THE EAST LINE OF SAID LOT 5, NORTH, 100.04 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE ALONG SAID NORTH LINE AND ALSO THE NORTH LINE OF LOT 3, SAID BLOCK 272, EAST, 130.03 FEET TO THE WEST RIGHT OF WAY LINE OF N.W. 19th AVENUE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH, 100.04 FEET TO THE INITIAL POINT.

CONTAINING 13,008 SQUARE FEET 10.30 ACRES), MORE OR LESS.

EXHIBIT " B "

1979

27

12

BOOK OF RECORDS



1979

27

12

BOOK OF RECORDS

100946

BOOK 1408 PAGE 1798

STATE OF OREGON }  
Multnomah County } ss.

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

1979 DEC 27 PM 2:14

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book \_\_\_\_\_ On Page \_\_\_\_\_

1408 \_\_\_\_\_ 1799

witness my hand and seal of office affixed.

Director  
Department of Administration  
Services

Rec-17 J. H. [Signature] Deputy.

175,00

Return To Silver Development Corp  
18791 S.W. Macmillan  
Tualatin, Oregon 97062

AMENDMENT  
TO THE  
HOYT SQUARE CONDOMINIUM  
BYLAWS

The Hoyt Square Condominium Bylaws dated December 6, 1979 and recorded in the Records of Multnomah County, Oregon, in Book 1408, Page 1763, are hereby amended in the following particulars:

1. The first sentence of Article II, Section 2.9 is deleted and replaced with the following:

"At any meeting of the Association, a majority of the unit owners, present in person or by proxy, shall constitute a quorum."

2. Article VIII, Section 8.3 is deleted and replaced with the following:

"Execution and Recording. An amendment shall not be effective until certified by the Chairman and Secretary of the Association and until recorded."

The undersigned Chairman and Secretary of Hoyt Square Condominium Association hereby certify that the foregoing amendments were adopted at a duly called meeting by the vote of owners holding 75 percent or more of the total voting rights of the Association.

HOYT SQUARE CONDOMINIUM ASSOCIATION

Dated: 8-2-92

By: David Sevastian  
Chairman

Dated: 9/18/92

By: Carol Shelby  
Secretary

PAGE 1 - AMENDMENT

RETURNED TO: Returns:

COPELAND, LANDYE, BENNETT AND WOLF  
ATTORNEYS AT LAW

PATRICIA A. RYAN  
LEGAL ASSISTANT

3500 FIRST INTERSTATE TOWER  
PORTLAND, OREGON 97201  
503/224-4100  
TELECOM/1503/224-4133

ALASKA OFFICE  
550 W. SEVENTH AVE., SUITE 1350  
ANCHORAGE, ALASKA 99501  
140712/75 5152

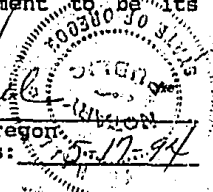
OCT 15 1992

STATE OF OREGON )  
County of Multnomah ) ss.

*September*  
*August 18*  
July 18, 1992

Personally appeared before me the above-named \_\_\_\_\_ and *Carel Bartlett* who, being duly sworn, did say that they are the ~~Chairman~~ and Secretary of HOYT SQUARE CONDOMINIUM, respectively, and that said instrument was signed in behalf of said condominium by authority of its members; and they acknowledged said instrument to be its voluntary act and deed.

*Tara Tarkenton*  
Notary Public for Oregon  
My Commission Expires: *11-17-94*



STATE OF OREGON )  
County of *Washington* ) ss.  
County of *Multnomah* )

*August 21*  
July \_\_\_\_\_, 1992

Personally appeared before me the above-named *David Servatius* and *only* who, being duly sworn, did say that they are the Chairman and Secretary of HOYT SQUARE CONDOMINIUM, respectively, and that said instrument was signed in behalf of said condominium by authority of its members; and they acknowledged said instrument to be its voluntary act and deed.

*Shirley R. Hurrell*  
Notary Public for Oregon  
My Commission Expires: *7/10/95*



AFTER RECORDING RETURN TO:

116273

PAGE 2 - AMENDMENT

STATE OF OREGON }  
Multnomah County } ss.

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

92 OCT 15 AM 11:22

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book

Book 2600 Page 2489

with my hand and seal of office affixed.

Recorder of Conveyances

*C. Swick*  
Deputy

103

OCT 15 1992