

IRVING CLASSIC CONDOMINIUMS
BEING LOTS 5 AND 8 AND THE EAST ONE-HALF
OF LOT 9, IN BLOCK 9, KINGS SECOND
ADDITION TO THE CITY OF PORTLAND
IN THE NW 1/4 OF SECTION 33, T.1N., R.1E., W.M.
IN THE CITY OF PORTLAND,
MULTNOMAH COUNTY, OREGON

SURVEYED: JANUARY 10TH, 1994

INDEX

- 1 OF 4 - DECLARATION, APPROVALS, AND CERTIFICATE
- 2 OF 4 - PLAT BOUNDARY
- 3 OF 4 - LAYOUT OF BASEMENT AND FIRST FLOOR
- 4 OF 4 - LAYOUT OF SECOND AND THIRD FLOORS

DECLARATION

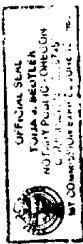
KNOW ALL PERSONS BY THESE PRESENTS THAT PORTWEST PROPERTIES, INC. AS OWNER OF THE LANDS DESCRIBED IN THE ATTACHED CONDOMINIUMS CERTIFICATE DO HEREBY DECLARE THE ANNEXED IRVING CLASSIC CONDOMINIUMS TO BE TRUE AND CORRECT, THE ANNEXED MAP COMBAT SAID PROPERTY TO THE OPERATION AND PROVISIONS OF THE OREGON CONDOMINIUM ACT. THERE ARE NO WATER RIGHTS APPURTENANT TO THIS PROPERTY EXECUTED THIS 31 DAY OF February, 1994

DECLAMANT

Gregory P. Dolinalec
GREGORY P. DOLINALEC
PRESIDENT, PORTWEST PROPERTIES, INC.

ACKNOWLEDGMENT)
STATE OF OREGON) SS
MULTNOMAH COUNTY)

THIS CERTIFIES THAT ON THIS 31 DAY OF February, 1994 BEFORE ME PERSONALLY APPEARED GREGORY P. DOLINALEC WHO, BEING FIRST DULY SWORN DID SAY THAT HE IS PRESIDENT OF PORT WEST PROPERTIES, INC. AND WHO EXECUTED THE FOREGOING INSTRUMENT AND DOES HEREBY ACKNOWLEDGE SAID INSTRUMENT TO BE OF HIS OWN FREE ACT AND DEED.



Traci J. Brubly

CONSENT

GREGORY P. DOLINALEC AND RICHARD OFSHE BEING OWNERS OF THE HEREIN DESCRIBED PROPERTY HEREBY CONSENT TO THE ACTION OF PORTWEST PROPERTIES IN SUBMITTING SAID PROPERTY TO THE OREGON CONDOMINIUM LAW.

Gregory P. Dolinalec
GREGORY P. DOLINALEC

Richard D. Ofshe

GREGORY P. DOLINALEC AS
ATTORNEY-IN-FACT FOR RICHARD OFSHE
PER DOCUMENT NO. 94-52051
MULTNOMAH COUNTY DEED RECORDS

ACKNOWLEDGMENT)
STATE OF OREGON) SS
MULTNOMAH COUNTY)

THIS CERTIFIES THAT ON THIS 25 DAY OF February, 1994 BEFORE ME PERSONALLY APPEARED GREGORY P. DOLINALEC, INDIVIDUALLY AND ATTORNEY-IN-FACT FOR RICHARD OFSHE, WHO BEING FIRST DULY SWORN DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND DOES HEREBY ACKNOWLEDGE SAID INSTRUMENT TO BE OF HIS OWN FREE ACT AND DEED; AND FURTHER SAID RICHARD OFSHE, AND HE ACKNOWLEDGED SAID INSTRUMENT TO BE THE ACT AND DEED OF SAID RICHARD OFSHE.



Traci J. Brubly

APPROVALS

CITY OF PORTLAND
APPROVED THE 31 DAY OF February, 1994
CITY OF PORTLAND, BUREAU OF BUILDINGS

BY: *Mary Joann Johnson*
MULTNOMAH COUNTY

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 100.110 HAVE BEEN PAID AS OF

THE 25 DAY OF April, 1994

DIRECTOR, DIVISION OF ASSESSMENT AND TAXATION
MULTNOMAH COUNTY, OREGON.

BY: *Richard B. Jick*
DEPUTY

APPROVED THE 21 DAY OF April, 1994
COUNTY SURVEYOR, MULTNOMAH COUNTY, OREGON

BY: *Deborah K. Gandy*

STATE OF OREGON }
COUNTY OF MULTNOMAH } SS

I DO HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM PLAT WAS RECEIVED FOR RECORD AND RECORDED THE 23 DAY

OF April, 1994 AT 3:09 P.M.

BOOK 1226 ON PAGES 82-86 COUNTY RECORDING OFFICE

BY: *Cindy Duvick*
DEPUTY

DOCUMENT NO. 94-64872

SURVEYOR'S CERTIFICATE

I, TERRY L. GOODMAN, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED THE LANDS REPRESENTED ON THE ANNEXED CONDOMINIUM PLAT A TRACT OF LAND BEING ALL OF LOT 5, LOT 8, AND A PORTION OF LOT 9, BLOCK 9, KINGS SECOND ADDITION BEING LOCATED IN THE EAST ONE-HALF OF THE WESTERLY QUARTER OF SECTION 33, THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON. THE BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, BEING A 5/8 INCH X 30 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "G & L PLS 1989", SAID IRON ROD BEING SOUTH 07°03'22" WEST, 1.00 FOOT FROM THE NORTHWEST CORNER OF THE SAID IRON ROD ALSO BEING NORTH 1°00'00" WEST, 1.00 FOOT FROM THE SOUTH WESTERLY CORNER OF SAID IRON ROD, SAID POINT ALSO BEING NORTH 07°03'22" WEST, 5.00 FEET FROM SAID SOUTHEAST CORNER.

THENCE SOUTH 07°03'22" WEST ALONG THE EAST LINE OF SAID LOT 5, 8.01 FEET TO THE S.E. CORNER OF SAID LOT 5 ON THE NORTH SOUTHWEST-OF-WAY LINE OF N.W. IRVING STREET, SAID CORNER BEING MARKED "G & L 1989", 1.00 FEET FROM A P.L. NAIL WITH BRASS WASHER MARKED "G & L 1989".

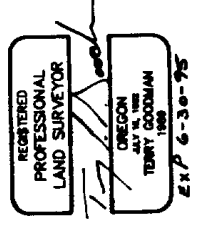
THENCE SOUTH 87°07'00" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 128.84 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF LOT 9 OF SAID BLOCK 9, SAID POINT ALSO BEING NORTH 07°03'22" WEST, 5.00 FEET FROM A P.L. NAIL WITH BRASS WASHER MARKED "G & L 1989".

THENCE NORTH 07°03'22" WEST ALONG THE WEST LINE OF SAID EAST ONE-HALF OF LOT 9, 100.02 FEET TO A POINT, SAID POINT BEING NORTH 07°04'48" WEST, 1.00 FOOT FROM A 5/8 IRON ROD WITH YELLOW PLASTIC CAP MARKED "G & L PLS 1989", SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID EAST ONE-HALF OF LOT 9.

THENCE SOUTH 89°07'21" EAST ALONG THE NORTH LINES OF LOTS 8, 9, AND 5, 13.00 FEET TO A POINT, SAID POINT BEING NORTH 07°03'22" EAST, 1.00 FOOT FROM THE INITIAL POINT.

THENCE SOUTH 07°03'22" WEST, 1.00 FOOT TO THE INITIAL POINT, CONTAINING 13,000 SQUARE FEET MORE OR LESS.

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL IRVING CLASSIC CONDOMINIUMS



PLAT PREPARED BY:
G & L LAND SURVEYING, INC.
8116 S.W. NIMBUS
BEAVERTON, OREGON 97005
PHONE: 641-0308
JOB NO. 1238

IRVING CLASSIC CONDOMINIUMS

BEING LOTS 5 AND 8 AND THE EAST ONE-HALF OF LOT 9, IN BLOCK 9, KINGS SECOND ADDITION TO THE CITY OF PORTLAND IN THE NW 1/4 OF SECTION 33, T.1N.,R.1E., W.M. IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

SURVEYED: JANUARY 10TH, 1994

BENCHMARK AND BENCHMARK # 2887 CITY PLATED +/- 20 FEET NORTH OF THE NORTHEAST CORNER OF 22ND AVE. AND IRVING ST. ELEV. = 116.28'

NOTES:
FOR BASIS OF BEARING AND BOUNDARY DETERMINATION SEE SURVEY NO. 5395
NO OCCUPIABLE GEODETIC CONTROL MONUMENTS EXIST WITHIN ONE-HALF MILE OF THIS PLAT.
THE NE & NW BOUNDARY CORNERS ARE LOCATED ON THE SOUTH EDGE OF A CONCRETE RETAINING WALL AND WERE MONUMENTED ON A LOG OFFSET AS SHOWN.

INITIAL POINT:
FOUND 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED "G" & "PLS 1989" SOUTHERLY FROM SURVEY NO. 5395 S 00°00'32" W 1.00' OF NE BOUNDARY CORNER ON SIDE BOUNDARY LINE

- LEGEND:
- - FOUND MONUMENT AS NOTED
 - - FOUND 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED "G" & "PLS 1989" SOUTHERLY FROM SURVEY NO. 5395 S 00°00'32" W BOUNDARY CORNER ON SIDE BOUNDARY LINE SET IN RECORDED SURVEY NO. 5395
 - ⊕ - FOUND P.V. NAIL WITH BRASS WASHER MARKED "G" & "PLS 1989" ON INTERSECTION OF OFFSET LINE TO SOUTH BOUNDARY LINE AND EXTENSION OF SIDE BOUNDARY LINE SET IN RECORDED SURVEY NO. 5395
 - S.F. - SQUARE FEET
 - P1 - PARKING UNIT NO. 1 (OF 10 PARKING UNITS)
 - S1 - STORAGE UNIT NO. 1 (OF 2 STORAGE UNITS)

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE PLAT OF IRVING CLASSIC CONDOMINIUMS

REGISTERED PROFESSIONAL LAND SURVEYOR

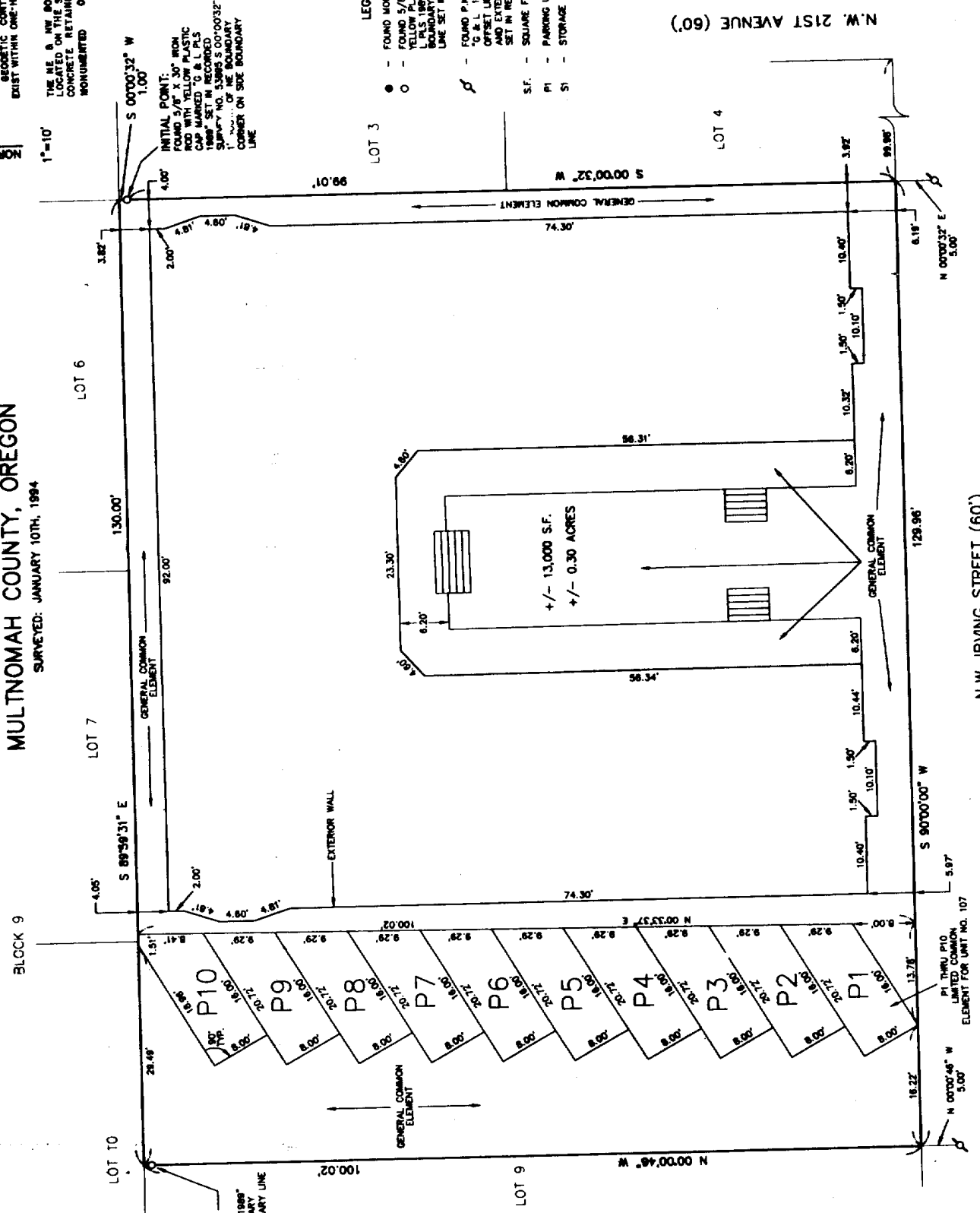
OREGON LAND SURVEYING, INC.

8116 S.W. NIMBUS BEAVERTON, OREGON 97005

PHONE: 841-0308

JOB NO. 1238

PLAT PREPARED BY:
G & L LAND SURVEYING, INC.
8116 S.W. NIMBUS BEAVERTON, OREGON 97005
PHONE: 841-0308
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N.W. IRVING STREET (60')

N.W. 21ST AVENUE (60')

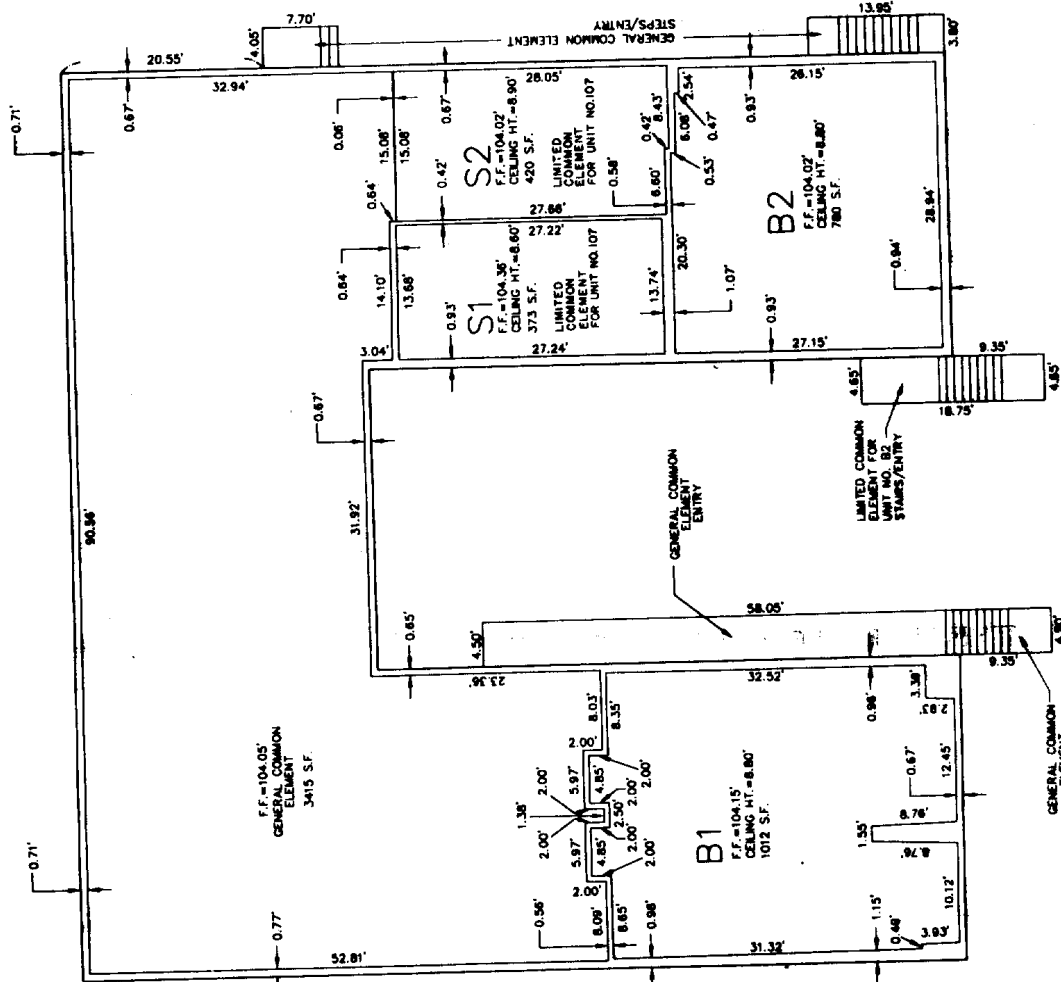
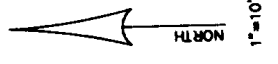
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IN THE CITY OF PORTLAND,
MULTNOMAH COUNTY, OREGON
SURVEYED: JANUARY 10TH, 1994

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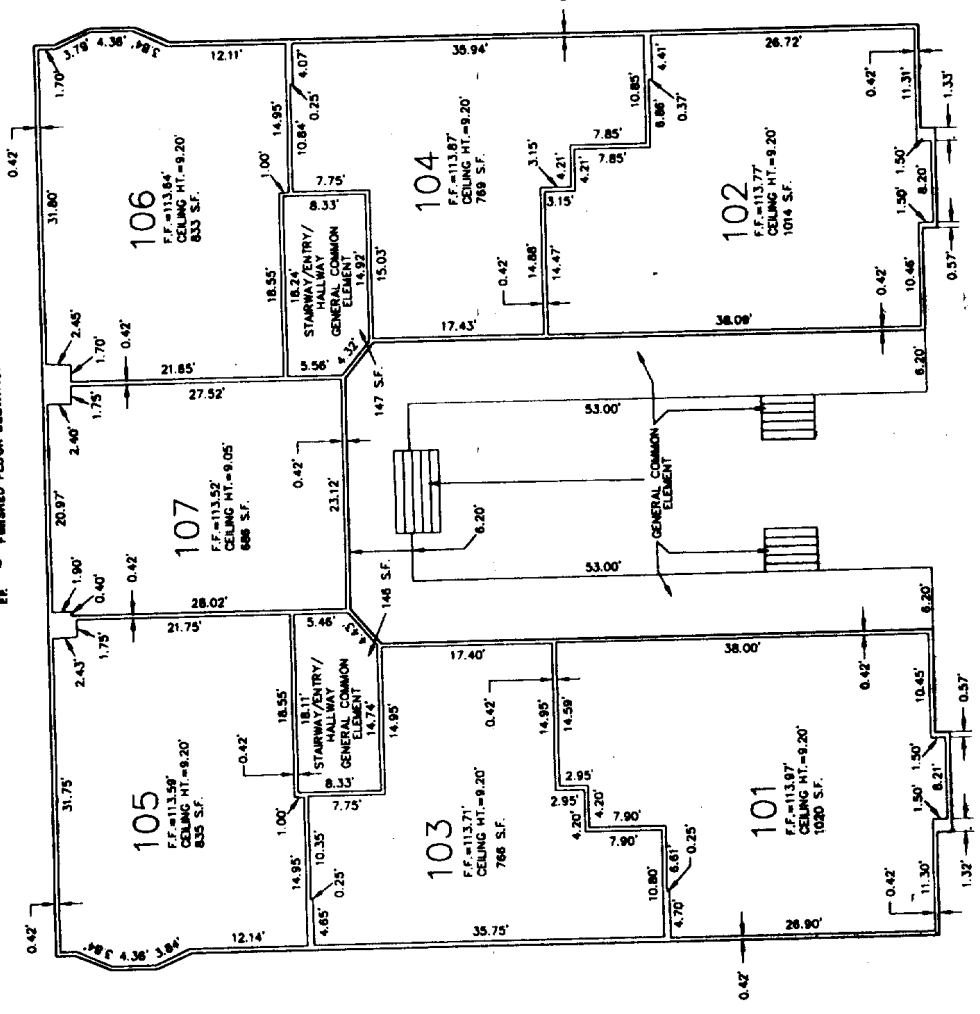
REGISTERED
**PROFESSIONAL
LAND SURVEYOR**
[Signature]
OREGON
REMY BOZEMAN
1994

PLAT PREPARED BY:
G & L LAND SURVEYING, INC.
8116 S.W. HAWTHORNE
BEAVERTON, OREGON 97005
PHONE: 641-0308
JOB NO. 1238

- LEGEND:**
S.F. - SQUARE FEET
ST - STORAGE UNIT NO. 1 (OF 2 STORAGE UNITS)
B1 - CONDOMINIUM NO.
EF - FINISHED FLOOR ELEVATION



BASEMENT



1ST FLOOR

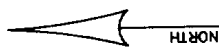
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SURVEYED: JANUARY 10TH, 1994

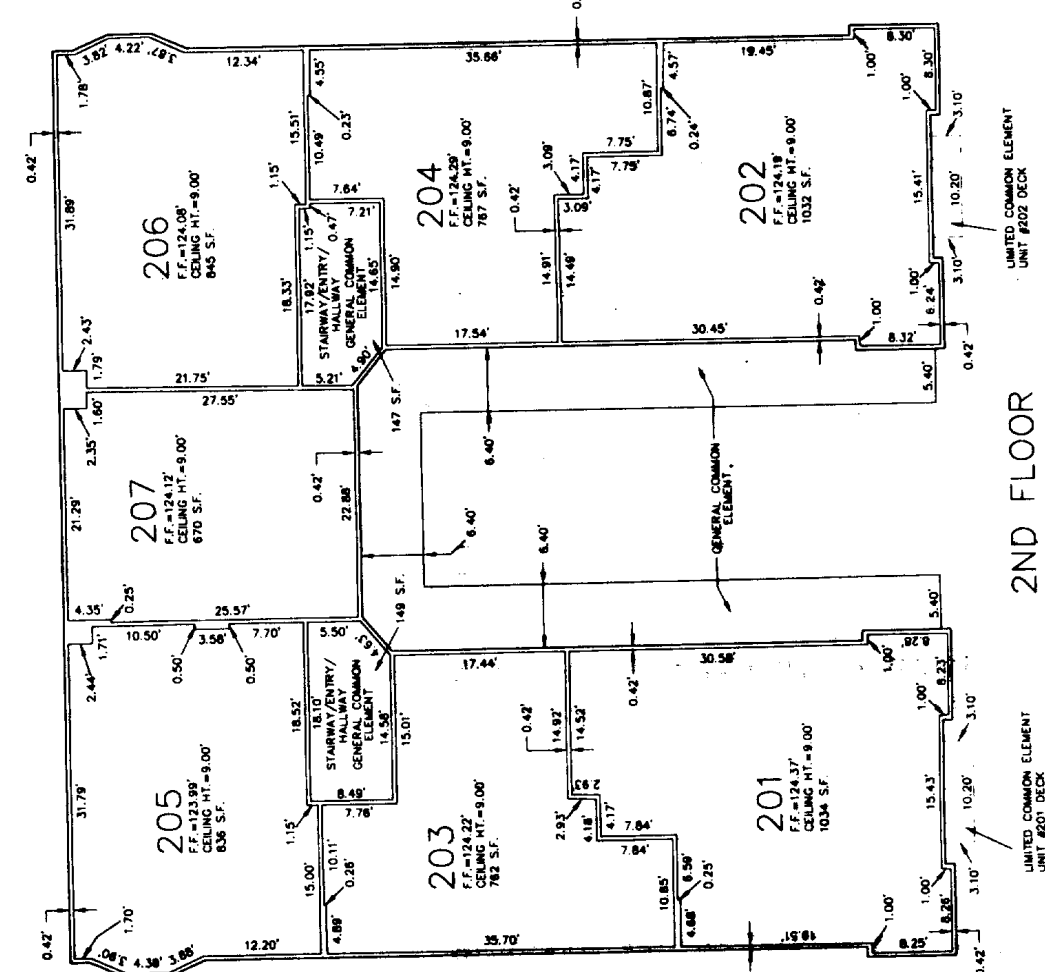
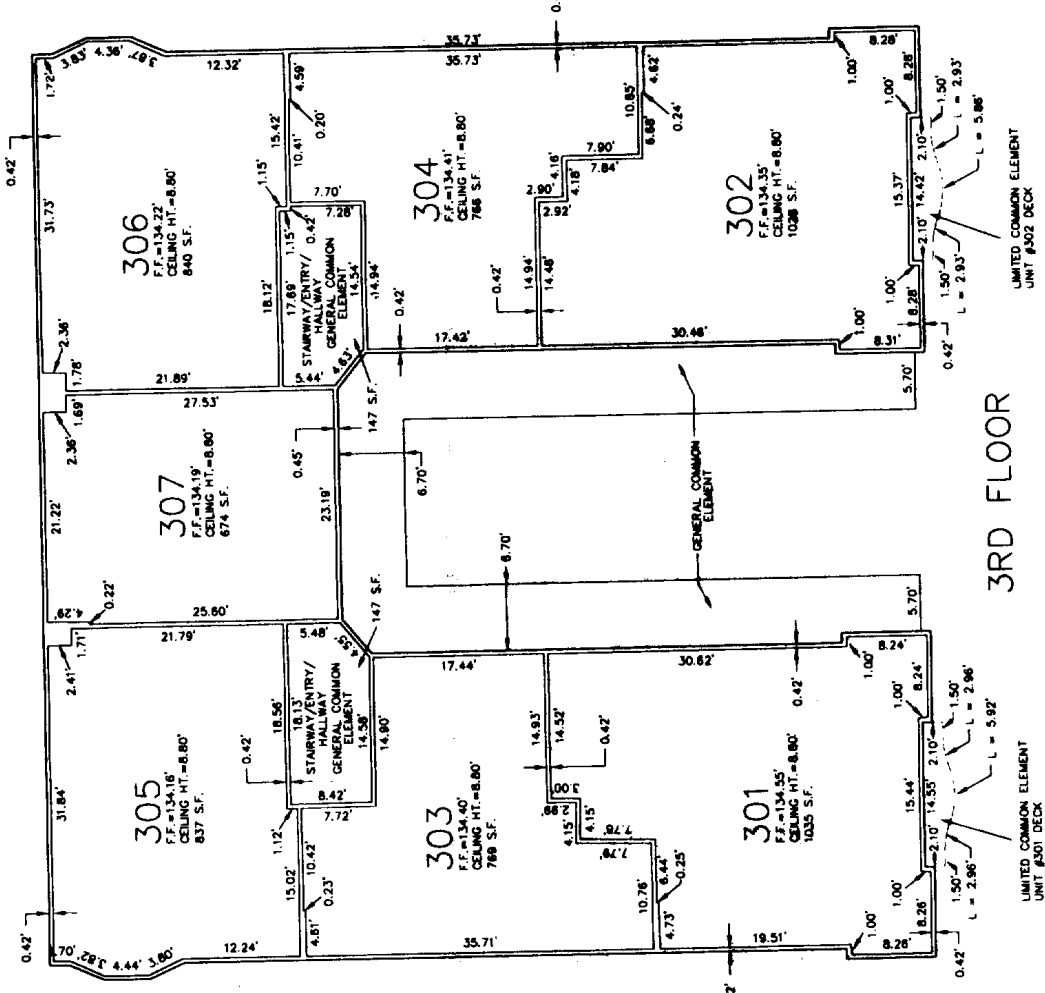
[Signature]
 I HEREBY CERTIFY THAT THIS IS A TRUE
 AND EXACT COPY OF THE PLAN OF
 IRVING CLASSIC CONDOMINIUMS

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 JULY 19, 1988
 TERRY L. COLEMAN
 EXPIRES 7-1-98

PLAT PREPARED BY:
 G & L LAND SURVEYING, INC.
 8116 S.W. NUMBUS
 BEAVERTON, OREGON 97005
 PHONE: 641-0308
 JOB NO. 1236



1"=10'



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PAGE 1 of 31

RECORDING SECTION
MULTNOMAH COUNTY

State of Oregon
County of Multnomah

I hereby certify that the attached
instrument was received and duly
recorded by me in Multnomah County
records:

Cindy Swick, Deputy

	RECORD	<u>180</u>
FEES -	SURVEY	<u>5</u>
	D.O.R.	<u> </u>

PLEASE DO NOT REMOVE; THIS CERTIFICATE IS A PART OF
THE PUBLIC RECORD

After Recording Return to:
Port West Properties, Inc.
921 SW Washington St. Suite 755
Portland, OR 97204

DECLARATION
SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP

Filed by:
Port West Properties, Inc.,
an Oregon corporation

Dated:
Recorded:
Book:

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 28 day of March, 1994, by PORT WEST PROPERTIES, an Oregon corporation, hereinafter called "Declarant".

Declarant proposes to create a condominium to be known as The Irving Classic Condominiums, which will be located in the City of Portland, Multnomah County, Oregon. The purpose of this declaration is to submit The Irving Classic Condominiums to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act. The Condominiums will be used for residential purposes.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

1. DEFINITIONS. When used herein the following terms shall have the following meanings:

1.1 "By-Laws" means the By-Laws of the Association of Unit Owners of The Irving Classic Condominiums adopted pursuant to Section 12 below and as the same may be amended from time to time.

1.2 "Declarant" means Port West Properties, Inc. and its successors and assigns.

1.3 "Plans" means the plat or site plan and floor plans of The Irving Classic Condominium, recorded simultaneously with this Declaration.

1.4 "Incorporation by Reference". Except as otherwise provided in this declaration, each of the terms defined in ORS 100.005, a part of the Oregon Condominium Act, shall have the meanings set forth in such section.

THE IRVING CLASSIC CONDOMINIUMS DECLARATION MARCH 7, 1994 1

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94-64273

2. PROPERTY SUBMITTED. The property submitted to the Oregon Condominium Act hereunder is held by Declarant under a purchase agreement with the fee owner and conveyed by Declarant and the fee owners in fee simple estate. The land submitted hereunder is located in King's Second Addition to the City of Portland, Multnomah County, Oregon, and is more particularly described in Exhibit A hereto. Such property includes the land so described, all buildings, improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all personal property used in connection therewith.

3. Name. The name by which the property submitted hereunder shall be known as "The Irving Classic Condominiums."

4. Units.

4.1 General Description of Buildings. The Irving Classic Condominiums consist of one building - known as The Irving Apartments. The building consists of twenty-three units on three floors plus a full basement. It is of wood frame construction with wood exterior.

4.2 General Description, Location and Designation of Units. The condominium consists of a total of twenty-three residential units. The dimensions, designation and location of each unit is shown in the plans recorded simultaneously herewith. A general description and approximate area of each unit is shown on Exhibit "B" attached hereto.

4.3 Boundaries of Units. Each residential unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, door and door frames, and trim, and shall include both the interior surfaces so described and the air space so encompassed. In addition, each unit shall include the outlet of any utility service lines, including water, sewerage, gas or electricity, and ventilating ducts, within the unit, but shall not include any part of such lines or ducts themselves.

5. GENERAL COMMON ELEMENTS. Each unit will be entitled to an undivided percentage ownership interest in the common elements determined by the ratio which the area of the residential unit bears to the total area of all the units combined as shown on Exhibit "B" attached hereto and made a part hereof. The general common elements consist of the following:

5.1 The land, pathways, fences, grounds, and driveways, if any.

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

5.3 Roofs, foundations, bearing walls, perimeter walls, beams, columns and girders to the interior surfaces thereof.

5.4 The lobby and the basement storage and maintenance area.

5.5 Hallways, stairways, entrances and exits which are not part of the unit.

5.6 All other elements of the building and the property necessary or convenient to their existence, maintenance and safety, or normally in common use, except as may be expressly designated herein as part of a unit or a limited common element.

6. LIMITED COMMON ELEMENTS. The following shall constitute limited common elements, the use of which shall be restricted to the units to which they pertain.

6.1 All decks and the stairway entry to unit B2, except for the outside exterior surfaces thereof.

6.2 All ten (10) parking spaces the use of which shall be limited to Unit 107 subject to transfer under the provisions of ORS 100.515 (5) to another unit.

6.3 Two storage/utility spaces, S1 and S2 the use of which shall be limited to unit 107 subject to transfer under the provisions of ORS 100.515 (5) to another unit.

7. USE OF PROPERTY: MAINTENANCE.

7.1 Each residential unit is to be used for residential purposes as described in the Bylaws. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each unit owner shall be bound by each of the terms, conditions, limitations and provisions contained in such documents.

7.2 The necessary work to maintain, repair or replace the common elements shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws. If the mortgagee or beneficiary of any unit determines that the Board of Directors is not providing an adequate maintenance, repair and replacement program for the common elements, such mortgagee or beneficiary, at its option, may deliver a notice to the Board of Directors by delivering same to the registered agent, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the mortgagee or beneficiary, upon written notice to the registered

agent that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a mortgage or deed of trust on all business coming before such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

8. COMMON PROFITS AND EXPENSES: VOTING

8.1 The common profits derived from and the common expenses of the common elements shall generally be distributed and charged to the owner of each residential unit according to the percentage of undivided interest of such unit in the general common elements as determined by the ratio which the residential unit bears to the total area of all the residential units combined as shown in Exhibit B attached hereto and made a part hereof, except legal/accounting, garbage and common element area maintenance will be charged equally to units. Original purchasers of the units will be required to pay one hundred (\$100.00) dollars each as a reserve toward expenses. In addition, original unit owners shall pay one hundred (\$100.00) dollars each as a reserve for capital improvement plus a monthly fee to capital improvements and to maintenance thereafter, the specific amount of which is to be determined by the Board. Maintenance shall be defined as the day to day cleaning and up keep of the common elements but shall not include capital improvements, replacement, and/or repair to structural elements. Those units to which the limited common element storage/utility rooms are attached shall pay an additional monthly fee to be determined by the Board, but not more than ten (\$10.00) dollars per month to pay for utility costs and maintenance costs for the storage/utility rooms.

8.2 Each unit owner shall be entitled to one vote in the affairs of the Association of unit owners for each unit owned by him. "Majority," or "majority of unit owners", as used in this declaration or in the By-Laws, shall mean the owners of more than 50% of the then-existing units of the condominium.

9. SERVICE OF PROCESS. The name of the person to receive service of process is named in Condominium Information Report which will be filed with the Secretary of State in accordance with ORS 100.250 (1).

10. ENCROACHMENTS. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same, so long as the building stands, shall exist. In the event any building, unit, adjoining

unit, or adjoining common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit or of any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

11. RIGHTS OF MORTGAGEES AND BENEFICIARIES. The prior written approval of 75 percent of the holders of first mortgages or beneficiaries of first deed of trust on units in the condominium (based upon one vote for each first mortgage or deed of trust owned) must be obtained for the following:

11.1 Abandonment or termination of the condominium regime:

11.2 Except as provided in Section 13.1 any change in the prorate interest or obligations of any individual unit for (a) the purpose of levying assessments or charges of allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the prorate share of ownership of each unit in the common elements;

11.3 Partition or subdivision of any unit;

11.4 Abandonment, partition, subdivision, encumbrances, sale or transfer of the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause; or

11.5 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.

12. ADOPTION OF BYLAWS, APPOINTMENT OF INTERIM BOARD, AND DESIGNATION OF MANAGER. Upon the execution and the filing of this declaration, the Declarant shall adopt Bylaws for the Association of Unit Owners of The Irving Classic Condominiums, which Bylaws are attached hereto as Exhibit "C" and are filed simultaneously herewith. At the same time, Declarant will appoint an interim Board of Directors of the Association, which directors shall serve until their successors have been elected as provided in the Bylaws. Such interim board of directors may appoint a manager or managing agent for the condominium on behalf of the association of unit owners, and such manager or managing

agent shall have complete authority to assume full control and responsibility for the management, operation and maintenance of the condominium, at the expense of the association, from the date of its appointment. Each unit owner shall be a member of the association. Notwithstanding any other provision of this section, any management agreement or other contract providing for services by Declarant shall provide for termination on 90 days' written notice and shall have a maximum contract term of three years.

13. AMENDMENT.

13.1 Approval Required. Except as may otherwise be provided in this declaration or by the Oregon Condominium Act, this declaration may be amended if such amendment is approved by 75 percent of the voting power of the unit owners. No amendment may change the size, location, percentage interest in the general common elements, share of common profits or expenses, or voting power of any unit unless such amendment has been approved by the owners of the affected unit and the holders of any mortgage or trust deed on such unit. If required by law, any amendment to this Declaration shall be approved by the Real Estate Commissioner. Sections 11 and 7.2 may not be amended without the written consent of all holders of first mortgages and beneficiaries of first deeds of trust on units in the condominium.

13.2 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 Real Estate Commissioner, in the Deed Records of Multnomah County.

14. ASSOCIATION POWERS. The Association, shall have those powers granted under the Bylaws and the Oregon Condominium Act and subject to ORS 100.405(6), shall have the authority to execute, acknowledge, deliver and record on behalf of the unit owners leases, easements, rights of way, licenses and other similar interests affecting the general common elements.

15. SEVERABILITY. The determination of invalidity, by any court, of any provisions or restrictions imposed by this declaration or the Bylaws, or of any provisions or restrictions thereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this declaration or the Bylaws, and all of the terms thereof shall be severable.

IN WITNESS WHEREOF, Declarant has caused this
declaration to be executed this 28 day of March, 1997⁴.

Port West Properties, Inc.

By: Gregory P. Dolinajec
President

By: Gregory P. Dolinajec
Gregory P. Dolinajec

By: Richard J. Ofshe
Richard Ofshe

by his attorney in fact
Gregory P. Dolinajec

Acknowledged.

STATE OF OREGON,

County of MULTNOMAH

)
) SS.

This instrument was acknowledged before me on MARCH 28th, 1994

1994, by ~~President Gregory Paul Dolinajec~~

as PRESIDENT

of PURE WEST, PROPERTIES, INC.

Joel M. Winchester
Notary Public for Oregon

My commission expires: 10-31-97

Joel M. Winchester
JOEL M. WINCHESTER
NOTARY PUBLIC - OREGON
My Commission Expires 10-31-97

STATE OF OREGON,

County of MULTNOMAH

)
) SS.

This instrument was acknowledged before me on

3-28, 1994, by

GREGORY PAUL DOLINAJEC

Joel M. Winchester
JOEL M. WINCHESTER
NOTARY PUBLIC - OREGON
My Commission Expires 10-31-97

Joel M. Winchester
Notary Public for Oregon
My commission expires: 10-31-97

STATE OF OREGON,

County of MULTNOMAH) ss.

This instrument was acknowledged before me on

March 28, 1994, by _____

Grandy Paul COLINATEL, AS ATTORNEY IN
FALS FOR RICHARD OSHE

[Signature]
Notary Public for Oregon
My commission expires:

10 31-97

[Signature]
JOEL M. WINCHESTER
NOTARY PUBLIC - OREGON
My Commission Expires 10 31-97

[Signature]
County Assessor

[Signature] DEPUTY
County Tax Collector

The foregoing Declaration is approved pursuant to ORS
100.110 this 18th day of April, 1994.



Morella Larsen,
Real Estate Commissioner

By: [Signature]

THE IRVING CLASSIC CONDOMINIUMS DECLARATION MARCH 7, 1994 9

EXHIBIT A

Lots 5 and 8 and the East one-half of Lot 9, Block 9, KING'S SECOND ADDITION TO THE CITY OF PORTLAND, in the City of Portland, Multnomah County, Oregon.

11

Exhibit "B"
The Irving Classic
Condominium
Declaration

PERCENTAGE OF OWNERSHIP OF UNITS

THE IRVING CLASSIC CONDOMINIUMS

<u>Unit</u>	<u>Price</u>	<u>General Description/ Type</u>	<u>Ownership Percentage</u>	<u>Approximate Square Footage</u>
B-1	63,000	2 Bedroom	5	1012
B-2	55,000	1 Bedroom	4	780
101	85,500	2 Bedroom	5	1020
102	79,500	2 Bedroom	5	1014
103	67,500	1 Bedroom	4	766
104	59,500	1 Bedroom	4	769
105	74,500	1 Bedroom	4.5	835
106	71,500	1 Bedroom	4.5	833
107	57,500	1 Bedroom	3.5	686
201	88,500	2 Bedroom	5	1034
202	84,500	2 Bedroom	5	1032
203	74,500	1 Bedroom	4	762
204	67,500	1 Bedroom	4	767
205	74,500	1 Bedroom	4.5	836
206	74,500	1 Bedroom	4.5	845
207	66,500	1 Bedroom	3	670
301	93,500	2 Bedroom	5	1035
302	89,500	2 Bedroom	5	1028
303	79,500	1 Bedroom	4	769
304	72,500	1 Bedroom	4	766
305	81,000	1 Bedroom	4.5	837
306	81,000	1 Bedroom	4.5	840
307	71,500	1 Bedroom	3.5	674

THE IRVING CLASSIC CONDOMINIUMS DECLARATION MARCH 7, 1994 10

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EXHIBIT C

BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF
THE IRVING CLASSIC CONDOMINIUMS

filed by: Port West Properties,
an Oregon corporation

Dated:
Recorded
Book:

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Name and Location. These are the bylaws of the ASSOCIATION OF UNIT OWNERS OF THE IRVING CLASSIC CONDOMINIUMS (hereinafter the "Association"). THE IRVING CLASSIC CONDOMINIUMS, (hereinafter the "condominium") is located in the City of Portland, Multnomah County, Oregon, and has been submitted to the Oregon Condominium Act by a declaration filed simultaneously herewith (hereinafter called the "declaration"). The location of the condominium is more specifically described in the declaration.

2. Principal Office. The principal office of the Association shall be located at Northwest Irving Street, Portland, Oregon.

3. Purposes. This Association is formed under the provisions of the Oregon Condominium Act to serve as the means through which the unit owners may take action with regard to the administration, management and operation of the condominium. The Association will be an unincorporated association.

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.

5. Personal Application. All present or future owners, tenants, future tenants or their employees, or any other person that might use the facilities of said real property in any manner are subject to the regulations set forth in these bylaws and to the restrictions, provisions, conditions and regulations set forth in the recorded declaration.

The mere acquisition or rental of any of the units (as defined in the recorded declaration) of said real property or the mere act of occupancy of any of said units will signify that

these bylaws and the provisions of the recorded declaration are accepted, ratified and will be complied with.

6. Composition of Association. The Association shall be composed of all the unit owners of the condominium, including Port West Properties, an Oregon corporation, its successors and assigns (hereinafter, the "developer"), and the Association, itself, to the extent any of these own any unit or units of the condominium.

7. 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 unit owners existing in the condominium except that where there are multiple owners of a single unit all such owners taken together shall constitute one owner for the purpose of calculating the percentage.

(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.

ARTICLE II

TRANSITIONAL COMMITTEE

1. Formation of Transitional Committee. Unless the turnover meeting pursuant to Article III, herein below, has been held, the developer shall call a meeting of the unit owners for the purpose of forming a transitional committee in accordance with the bylaws of the condominium. The developer shall call such meeting within 60 days of conveyance to persons other than the developer of 50 percent of the units.

2. Powers of Committee. The transitional committee shall be advisory only and shall consist of two or more members selected by majority vote of the unit owners other than the developer and may include not more than one representative of the developer. The members shall serve until the turnover meeting. The function of the committee shall be that of enabling ease of transition from control of the administration for the Association of unit owners by the developer to control by the unit owners. The committee shall have access to the information, documents and records which the developer must turn over to the Association pursuant to ORS § 100.210(5).

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3. Notice of Meeting. The developer shall give notice of the transitional committee meeting in accordance with the Bylaws of the condominium to each unit owner at least seven but not more than 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 developer fails to call a meeting within the time specified herein, the meeting may be called and notice given by any unit owner.

4. Developer Responsibility. If the owners other than the declarant do not select members for the committee as provided herein above, the developer shall have no further responsibility to form the committee.

ARTICLE III

TURNOVER MEETING

1. Time of Meeting. The developer shall call a turnover meeting within 90 days of the expiration of the earlier of three years from the date of the conveyance of the first unit to a person other than the declarant or conveyance of 50 percent of the units.

2. Notice. The developer shall give notice of the turnover meeting in accordance with the Bylaws of the Association to each unit owner every seven but not more than 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 turnover meeting is not called by the developer within the time specified, the meeting may be called and notice given by any unit owner or any first mortgagee of the unit.

3. Relinquishment of Control. At the turnover meeting, the developer shall relinquish control of the administration of the Association and the unit owners shall elect a board of directors in accordance with the Bylaws of the Association. At the turnover meeting the developer shall deliver to the association all items and articles and documents specified in ORS § 100.210.

4. Continuing Developer Responsibility. In order to facilitate an orderly transition, during the three-month period following the turnover meeting, the developer or an informed representative shall be available to meet with the board of directors on at least three mutually acceptable dates to review the documents delivered under Section 3 of this Article. If the developer has complied with the provisions of these Bylaws unless the developer otherwise has sufficient voting rights as a unit owner to control the Association, the developer shall not be responsible for the failure of the unit owners to comply with Section 3 of this Article and the developer shall be relieved of

any further responsibility for the administration of the association except as a unit owner of any unsold unit.

ARTICLE IV

MEETINGS OF ASSOCIATION

1. Place of Meetings. The Association shall hold meetings at such suitable place convenient to the unit owners as may be designated by the board of directors from time to time.

2. Annual Meetings. The annual meetings of the Association shall be held in the months of January or February 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 February, then on the last Tuesday in February. The annual meetings shall be for the purposes of electing directors and for the transaction of such other business as may properly come before the meeting.

3. 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.

4. 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 mailed to each unit owner at his address as it appears on the books of the Association not less than ten (10) days nor more than fifty (50) 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.

5. Voting. Each unit owner shall be entitled to one vote in the affairs of the Association for each unit owned by him. The Developer shall be entitled to vote as the unit owner of any then existing units retained by the developer, 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 elections of directors.

6. 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 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 to receive all notices to which the unit owner is 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.

7. 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 proportions of votes given with respect to such matter.

8. Quorum of Unit Owners. At any meeting of the Association, fifty percent (50%) of the unit owners, computed as provided in Article I, Section 7(b), 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.

9. Majority Vote. The vote of more than fifty percent (50%) of the unit owners, computed as provided in Article I, Section 7(b), 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.

10. 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 proceeding meeting;
- (d) Reports of officers;
- (e) Reports of committees, if any;
- (f) Election of directors;
- (g) Unfinished business
- (h) New business; and
- (i) Adjournment.

ARTICLE V

BOARD OF DIRECTORS

1. Number and Qualifications. The affairs of the Association shall be governed by a board of directors composed of three (3) persons, as provided in Section 2 and 3 of this Article. 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 any corporate owner and the partners of any partnership, shall be considered co-owners of any units owned by such corporation or partnership.

2. Interim Directors. Upon the filing of the declaration submitting the condominium to the Oregon Condominium Act, the developer shall appoint an interim board of three (3) directors, who shall serve until replaced by developer or their successors have been elected by the unit owners as hereinafter provided.

3. Election and Term of Office. At the turn over meeting after seventy-five (75%) of the units have been sold and conveyed to purchasers, the interim directors shall resign and three (3) successors shall be elected, two for two year terms and one for a one year term. Thereafter, at the expiration of the initial term of office of each director, his successor shall be elected to serve for a term of two years so that the term of no 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.

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 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. Vacancies of interim directors, however, shall be filled by developer.

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.

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.

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

(e) 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 and for the preparation of any required tax returns.

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

(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 \$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. This limitation shall not be applicable to repairs or maintenance undertaken pursuant to paragraph (a) above.

(k) Enforcement by legal means of the provisions of the Oregon Condominium Act, the declaration filed thereunder, these bylaws and any rules and regulations adopted hereunder.

(l) Filing with the Secretary of State an annual report and any amendment thereto in accordance with ORS Sections 100.250 and 100.260.

7. Managing Agent or Manager. On behalf of the Association, the board of directors may 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.

8. 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 here been fixed by the directors at the meeting at which the election was held.

9. Regular and Special Meetings. Regular meeting 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. Any unit owner may attend a Board meeting.

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 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.

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 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.

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

13. Liability and Indemnification of Directors, Officers, Manager or Managing Agent. The directors and officers shall not be liable to the Association of 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 officer and the manager or managing agent, if any, against all constructal liability to others arising out of contracts made by the board of directors, officers, 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 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, in which they may become involved, by reasons 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.

14. Fidelity Bonds. The board of directors may 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 may be paid by the Association.

15. Insurance. The board of directors shall obtain the insurance required in Article VIII of these bylaws. 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 or unit owners. The board of directors shall conduct an annual insurance review which, if appropriate, shall include an appraisal of all improvements contained in the condominium.

ARTICLE VI

OFFICERS

1. Designation. The principal officers of the Association shall be the chairman and the secretary/treasurer, both of whom shall be elected by the board of directors. The directors may appoint such other officers as in their judgment may be necessary. The chairman shall be a member of the board of directors, but other officers need not be directors or unit owners.

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.

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. 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.

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 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.

6. Treasurer. He 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 monies 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.

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.

8. Compensation of Officers. No officer who is a member of the board of directors, other than the secretary/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 unit owners. The board of directors may fix any compensation to be paid to the secretary/treasurer or any officers who are not also directors.

ARTICLE VII

BUDGET, EXPENSES AND ASSESSMENTS

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, except that legal/accounting, garbage and common element maintenance will be charged equally to units. Original purchasers of units will be

required to pay one hundred (\$100.00) dollars each as a reserve toward expenses. 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. In addition, original purchasers will be required to pay an additional one hundred (\$100.00) dollars into the reserve trust account established by Declarant pursuant to paragraph 4(b) of Article VII of these By Laws.

2. Determination of Common Expenses. Common element 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) Utilities for the common areas and other utilities with a common meter or commonly billed, such as water, sewer and gas.
- (h) Any other items properly chargeable as a common expense of the Association.

3. Assessment of Common Expenses. All unit owners shall be obliged to pay 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 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 as assessments for reserves need not be paid until closing of such sale. The board of directors, on behalf of the Association, shall assess the common expenses against the unit owners from time to time, and at least annually, and shall take prompt action to collect from a unit owner any common expense due which remains unpaid by him for more than thirty (30) days from the due date for its payment.

4. Special Assessments.

(a) 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 unit owners, and the proceeds of which shall be used only for the specific capital improvements described in the resolution.

(b) Reserve Trust Funds. In establishing reserves for the replacement of the common elements, the Declarant has established at least one trust fund and the board of directors may elect by resolution to establish one or more trust funds for the replacement of specific items, which normally will require replacement in more than three years and in not less than thirty years, in which case the board shall either designate part of the regular assessment or establish separate assessments for such purposes. The proceeds therefrom shall be held in such trust funds and used only for the designated replacements. Pursuant to ORS 100.175(7), future assessments for the reserve account may be reduced, eliminated or increased by an affirmative vote of not less than 75% of all voting rights, following the second year after the unit owners have assumed administrative responsibility for the association under ORS 100.210.

5. 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 percent (10%) per annum on such common expenses 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. 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 the proceeding, including attorneys' fees, by an action brought against such unit owner or by foreclosure of the lien upon the unit granted by the Oregon Condominium Act. The board of directors shall notify the holder of any first mortgage upon a unit of any default not cured within sixty (60) days of the date of default.

6. 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 unit or action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing the liens securing the same.

7. First Mortgages. 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. Such unpaid share of common expenses, to the extent uncollectible from the foreclosed owner(s), shall be a common expense and reallocated on a pro rata bases to all units, including the mortgaged unit.

ARTICLE VIII

RECORDS AND AUDITS

1. General Records. The board of directors and the managing agent or manager, if any, shall keep detailed records of the actions of the board of directors and the managing agent or manager, minutes of the meetings of the board of directors and minutes of the meetings of the Association. The board of directors shall maintain a list of owners entitled to vote at meetings of the Association and a list of all mortgagees of units.

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.

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.

4. Payment of Vouchers. The secretary/treasurer shall pay all vouchers up to \$500 signed by the chairman, managing agent, manager or other person authorized by the board of directors. Any voucher in excess of \$500 shall require the signature of the chairman.

5. Reports and Audits. A brief annual statement 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 within 30 days after the end of each fiscal year in compliance with ORS § 100.480. 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. 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, lessee or tenant.

ARTICLE IX

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

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

(a) Units. All maintenance of said 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 windows and doors and any plumbing, heating or air conditioning fixtures, telephones, water heaters, fans, lighting or other appliances and accessories that may be in or connected with his unit.

(b) Common Elements. All maintenance, repairs and replacements to the general and limited common elements shall be made by the Association and shall be charged to the unit owners as provided in the Declaration. Each unit owner, however, shall keep the limited common elements which pertain to his unit in a neat, clean and sanitary condition.

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 or any other general or limited 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 or impair any easement or hereditament 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 general or limited common elements without first obtaining written consent of the board of directors.

3. Damage of 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. In the case of substantial damage or destruction, timely written notice thereof shall be given to the unit owners and their mortgagees.

(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 of 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 interests may appear) in the same proportion as their respective interest in the general common elements.

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 such proceedings are instituted or such acquisition is sought

by a condemning authority as to any portion of the property, prompt notice thereof shall be given to the unit owners and their mortgagees. 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 approve the repair and 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 interests may appear) in the same proportions as the respective undivided interests of the unit owners in the general common elements.

5. Restrictions and Requirements Respecting Use of Condominium Property. The following restrictions and requirements are in addition to all other restrictions and requirements contained in the declaration and these bylaws:

(a) Residential Use. No commercial activities of any kind shall be carried on in any unit or in any other portion of the condominium without the consent of the board of the Association or the managing agent, except activities relating to the rental or sale of units. This provision, however, shall not be construed so as to prevent or prohibit a unit owner from maintaining his professional personal library, keeping his personal business or professional records or account, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his unit.

(b) Use of Common Elements. The common elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the units. The use, operation and maintenance of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner.

(c) Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on in any unit nor shall anything be done or placed upon any unit which interferes with or jeopardizes the enjoyment of other units or the common elements or which is a source of annoyance to residents. Unit occupants shall exercise extreme care not to make noises which may disturb other unit occupants, including the use of musical instruments, radios, televisions and amplifiers. No unlawful use shall be made of the condominium nor any part thereof, and all valid laws,

zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(d) Animals. No animals or fowls shall be raised, kept or permitted within the condominium or any part thereof, except domestic dogs, cats or other household pets kept within a 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. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof. All dogs shall be kept on a leash while outside a unit. A unit 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, regulations or restriction governing pets within the condominium.

(e) Exterior Lighting or Noisemaking Devices. Except with the consent of the board of directors of the Association or the managing agent, no exterior lighting or noisemaking devices shall be installed or maintained on any unit and no antenna or transmitting towers shall be affixed to the general or limited common elements.

(f) Windows, Balconies and Outside Walls. In order to preserve the attractive appearance of the condominium, the board of directors of the Association or the managing agent may regulate the nature of items which may be placed in or on windows, balconies, docks, porches, entryways, any carports and the outside walls so as to be visible from other units, the common elements, or outside the condominiums. Garments, rugs, laundry and other similar items may not be hung from windows or facades.

(g) Trailers, Campers and Boats. Except with the consent of the board of directors of the Association or the managing agent, no trailer, truck, camper, boat or boat trailer, or other recreational vehicle shall be parked on any portion of the condominium property.

(h) Leasing and Rental of Units. Except with the consent of the board of directors of the Association or the managing agent, no unit owner may lease or rent less than his entire unit, and no such owner may rent his unit for transient or motel purposes. All such leases or rentals shall provide that the terms of the lease shall be subject in all respects to the provisions of the declaration and these bylaws, and that any failure by the lessee or tenant to comply with

the terms of such documents shall be a default under the lease. Other than the foregoing, there is no restriction on the right of any unit owner to lease or rent his unit.

(i) Signs. Unless written approval is first obtained from the board of directors, no sign of any kind shall be displayed to the public view on or from any such unit or the common elements except signs used by the developer to advertise units for sale or lease.

(j) Trash. No part of any unit or any part of the common elements shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No garbage, trash or other waste shall be kept or maintained on any part of the property except in sanitary containers in the designated areas.

(k) 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. However, the Board of Directors cannot adopt any rule or regulation banning the keeping of pets or residency by children. Any modification of the rules or regulations by the Board may itself be modified by vote of not less than seventy-five percent (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 of 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/treasurer promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery.

(l) Insurance. Nothing shall be done or kept in any such unit or in the common elements which will increase the cost of insurance on the common elements. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in cancellation of insurance on any unit or any part of the common elements.

6. 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 organizing 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 installation, 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. The owner of any unit adjoining an outside fire escape shall permit access through his unit to the fire escape in the case of any emergency. Any damage caused to the unit in order to obtain such emergency access, to the extent not covered by insurance, shall be the responsibility of the person seeking access.

7. Easements and Developer. Developer and its agents, successors and assigns shall have an easement over and upon the common elements for the purpose of constructing additional phases, making repairs to existing structures and carrying out sales and rental activities necessary or convenient for the sale or rental of units owned by developer as model units and the right to use a unit as a sales office.

8. 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.

(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 there 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.

ARTICLE X

INSURANCE

1. Insurance. For the benefit of the Association and the unit 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:

(a) A policy or policies of insurance covering loss or damage from fire, with extended coverage endorsement, and such other coverages such as flooding, which the Association may deem desirable, for not less than the full insurable replacement value of the units and common elements. Such policy or policies shall name developer, the Association and the unit owners as insureds, as their interest may appear, and shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit, if any. In no event shall the policy or policies have a deductible clause in excess of One Thousand Dollars (\$1,000) per unit.

(b) A policy or policies insuring the developer, the Association, the board of directors, the unit owners and the managing agent, against liability to the public or to the owners of units and of common elements, and their invitees or tenants, incident to the ownership or use of the property. There may be excluded from such policy or policies coverage of a unit owner (other than as a member of the Association or board of directors) for liability arising out of acts or omission of such unit owner and liability incident to the ownership and/or use of the part of the property as to which such unit owner has the exclusive use of occupancy. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single limit basis. Such policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured; and

(c) Workman's compensation insurance to the extent necessary to comply with any applicable laws.

Each unit owner shall be responsible for obtaining, at his own expense, insurance covering his property not insured under paragraph (a) above and against his liability not covered under paragraph (b) above, unless the Association agrees otherwise.

2. Policies. Insurance obtained by the Association shall be governed by the following provisions:

(a) All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon and holding a policyholder's rating of "A" or better, and a financial size rating of at least class 10 or better by the Best's Insurance Reports current at the time the insurance is written or prior to the initial meeting of the Association, with a company acceptable to developer.

(b) All losses under policies hereafter in force regarding the property shall be settled exclusively with the board of directors or its authorized representative. Proceeds of the policies shall be paid to the Association as trustee for the unit owners, or upon demand of any mortgagee, to an insurance trustee acceptable to the Association and mortgagees of units.

(c) Each unit 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). Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the board of directors pursuant to Article VII, Section 2.

(d) Any unit owner who obtains individual insurance policies covering any portion of the property 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.

3. Provisions. The board of directors shall make every effort to secure insurance policies that will provide for the following:

(a) A waiver of subrogation by the insurer as to any claim against the board of directors, the managing agent, the unit owners and their respective servants, agents and guests.

(b) A provision that the master policy on the condominium cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual owners.

(c) A provision that the master policy on the condominium cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the board of directors or the managing agent without prior demand in writing that the board of directors or managing agent cure the defect.

(d) A provision that any "no other insurance" clause in the master policy exclude individual owners' policies from consideration, and a waiver of the usual proration with respect to such policies.

(e) A provision that the insurer issue subpolicies specifying the portion of the master policy earmarked for each owner's interest and that until the insurer furnished 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 unit mortgager-owner, the Association, or other unit owners not canceled for nonpayment of premises.

(f) A rider on the 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 a unit 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.

(g) 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.

ARTICLE XI

AMENDMENTS TO BYLAWS

1. Now 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.

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 or at a regular annual meeting. 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 a majority of the unit owners except for amendments relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy units and limitations on the rental or leasing of units which must be approved by seventy-five percent (75%) of the unit owners. If required under the Oregon Condominium Act, any amended Bylaws or amendment to a Bylaw shall be approved by the Real Estate Commissioner before it is recorded. Neither Article V, Section 8, nor any other provision of these bylaws which is for the benefit of mortgagees may be amended without the written consent of all mortgagees.

3. Execution and Recording. An amendment shall not be effective until certified by the chairman and secretary of the Association, approved by the Real Estate Commissioner, and recorded as required by Law.

ARTICLE XII

MISCELLANEOUS

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

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.

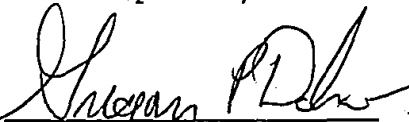
3. Invalidity; Number; Captions. The invalidity of any part of these bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these bylaws. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall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

4. Action Without a Meeting. Any action which the Oregon Condominium Act, 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.

5. Conflicts. These bylaws are intended to comply with the Oregon Condominium Act and the declaration. In case of any irreconcilable conflict, such statute and document shall control over these bylaws or any rules and regulations adopted hereunder.

4 DATED, at Portland, Oregon, this 28th day of March, 1994.

Adopted by
Port West Properties, Inc.

By: 
President

wpj\lrvngbl.law

*Amendment to By Laws for:
IRVING CLASSIC CONDOMINIUMS*

file # CO-26-0993-260

Article IX, Section 5(h) of the Bylaws of the Irving Classic Condominium Association, Exhibit C to the Declaration of the Irving Classic Condominium Association, shall be amended to add the following new section 5(h):

- (h). Leasing and Rental of Units. The unit owners desire that units be owned by those who occupy them and that the units not be owned and used a rentals or non-owner occupied investments. In order to maintain the value of the units, financing options, stability, security and a functioning community, the unit owners agree to restrict the use of their units to owner occupancy and to restrict the leasing and renting of units. An owner may not lease or rent his or her unit, except as provided below:
- (1) All leases or rentals shall provide that the terms of the lease shall be subject in all respects to the provisions of the declaration and these bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease.
 - (2) A unit may be rented or leased for up to 180 days if the unit owner or spouse relocates for work purposes.
 - (3) A unit may be rented or leased for up to 365 days if the unit owner dies, is hospitalized for a protracted illness, or requires placement in a nursing home, convalescent home, care facility or with family members.
 - (4) A unit may be rented to an immediate family member, such as a sibling or parent.
 - (5) A unit may be rented or leased, upon approval of the Association Board or Association, for a period of time fixed by the Board or Association, if the unit owner faces serious financial hardship unless the unit is rented.
 - (6) The Association Board or Association may, in their discretion, waive the restriction on renting or leasing upon a showing of good cause by the unit owner and so long as the renting does not impair the value of other units, financing options, stability, security and the functioning of the community of the condominium. Except with the consent of the Board or Association, no unit owners may lease or rent less than their entire unit, and no such owners may rent their unit for transient or motel purposes. In no event will the Association waive the restriction on renting or leasing if doing so would cause the owner occupancy rate to fall below 75%.
 - (7) All requests for permission to rent or lease will be submitted to the Association Board in writing for approval prior to the execution of the lease by the owner.
 - (8) The above restrictions on non-owner occupancy use shall not apply to or restrict, until January 1, 2004, any unit owners who, as of the date of adoption of this amendment to the declaration and bylaws, have been

*AK/Kori L. Allen
Treasurer*

Recorded in the County of Multnomah, Oregon
C. Suick, Deputy Clerk



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customarily leasing or renting their unit. This restriction will, however, apply immediately to any subsequent units acquired by those unit owners and to the unit owners' successors and assigns.

- (9) In no event may a unit be leased or rented if doing so would cause the owner occupancy rate to fall below 70%.

Article IX, Section 5 of the Bylaws of the Irving Classic Condominium Association, Exhibit C to the Declaration of the Irving Classic Condominium Association, shall be amended to add the following new subsection 5(m):

(m). Unit Occupancy Information Form. Within 30 days after occupancy, all unit owners, renters or lessees must complete and file, with the Association Treasurer, a Unit Occupancy Information Form. Failure to complete and file the form will result in a fine of a fine to the unit owner of \$25 per month per unit for each month or part of month the form has not been provided.

IRVING CLASSIC CONDOMINIUM ASSOCIATION

2127 NW IRVING STREET, PORTLAND, OR 97210

UNIT OCCUPANCY INFORMATION FORM

(a completed form must be filed with every change in occupancy of unit)

date: _____

unit address: 2127 NW Irving No. _____

name of owner or renter: _____

name of owner or renter: _____

names of occupants:

adult: _____ age: _____

adult: _____ age: _____

child: _____ age: _____

child: _____ age: _____

child: _____ age: _____

occupant telephone numbers: work: _____; home: _____; pager: _____;

cell: _____; other contact nos. _____

make, color and year of automobile(s) (if unit has parking space(s)) _____

automobile license nos (if unit has parking space(s)) _____

pets (description, weight, age, color) _____

(Please note that you are responsible for cleaning up after your animals as to the common areas and sidewalks).

If the occupant is a tenant, please complete the following:

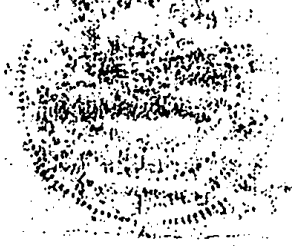
owner's name: _____

owner's mailing address: _____

owner's phone numbers: _____

Failure to provide this sheet to the ICCA Board treasurer within 30 days after occupancy will result in a fine of \$25 per month per unit for each month or part of month this sheet has not been provided.

The foregoing amendment to the Bylaws is approved pursuant to
ORS 100.410 this 15th day of September, 1997.



SCOTT W. TAYLOR
Real Estate Commissioner

By: Scott W. Taylor

The foregoing amendment to the Bylaws is approved pursuant to
ORS 100.410 this 27th day of September 1997.

Multnomah County Tax Assessor

By: Janice Woodard


**AMENDMENT TO
DECLARATION SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

This AMENDMENT to the Declaration, established and recorded April 22, 1994, County of Multnomah, Oregon, Fee No. 946473, is made pursuant to the provision of the Oregon Condominium Act by the Association of Unit owners of the Irving Classic Condominiums.

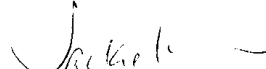
Pursuant to Section 6.2 and 6.3 of the Declaration, Parking Space 6 and Utility Space S2 are here by acknowledged as transferred from Amy Marie Hanson, Unit 107, to Richard Hartley Fixott, Unit 106. (Reference Map IN 1E 33 BD, Book 1226, page 84 and 85).

IN WITNESS THEREOF, the Association of Unit Owners of the Irving Classic Condominiums has caused this Amendment to be approved for execution on the 30th day of October 1997.

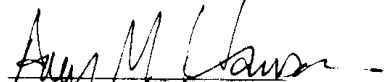
By: Irving Classic Condominiums Board

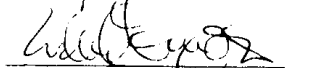

Kori Allen


Scott Bagstad


Jackie Larson

I hereby consent to the transfers set forth above:


Amy Marie Hanson, Sole Owner, Unit 107


Richard H. Fixott, Owner, Unit 106.

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**AMENDMENT TO
DECLARATION SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

This AMENDMENT is made and executed this 31th day of October, 1997, by RICHARD HARTLEY FIXOTT, Assignor, owner of Unit 106; and B. CARLTON GREW, Assignee, owner of Unit 203.

Assignor is the owner of residential Unit 106 and Assignee is the owner of residential Unit 203 of the Irving Classic Condominiums, located in the City of Portland, County of Multnomah, State of Oregon. The Irving Classic Condominiums were created by the Condominium Declaration of the Irving Classic Condominiums made pursuant to the Oregon Condominium Act and recorded April 22, 1994, Fee No. 94 64273 in the Records of Multnomah County, Oregon. Parking Space 6 is a limited common element assigned to residential Unit 106. Assignor, wishes to reassign Parking Space 6 from Unit 106 to Assignee's Unit 203.

* by Amendment recorded 11/4/97 as Fee #97170688.

NOW, THEREFORE, Assignor and Assignee hereby amend Sections 6.2 and 6.3 of the Condominium Declaration of the Irving Classic Condominiums, made pursuant to the Oregon Condominiums Act, as permitted by ORS 100.515 (5), to provide that Parking Space 6 is assigned to Unit 203.

Assignor: *Richard Hartley Fixott*
Richard Hartley Fixott, Sole Owner, Parking Space 6

Assignee: *B. Carlton Grew*
B. Carlton Grew, Owner, Unit 203

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk

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STATE OF OREGON)
) SS
County Of Multnomah)

This foregoing instrument was acknowledged before me this 31th day of October 1997 by B. Carlton Grew and Richard Hartley Fixott, and acknowledged by both to be their voluntary act and deed.

Before Me:

Kori L. Allen 10/31/97
Notary Public for Oregon



Stewart Title G7143003

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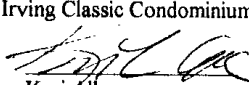
**AMENDMENT TO
DECLARATION SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

This AMENDMENT to the Declaration, established and recorded April 22, 1994, County of Multnomah, Oregon, Fee No. 946473, is made pursuant to the provision of the Oregon Condominium Act by the Association of Unit owners of the Irving Classic Condominiums.

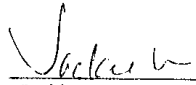
Pursuant to Section 6.2 and 6.3 of the Declaration, Parking Space 6 is here by acknowledged as transferred from Richard H. Fixott, Unit 106, to B. Carlton Grew, Unit 203. (Reference Map IN 1E 33 BD, Book 1226, page 84 and 85).

IN WITNESS THEREOF, the Association of Unit Owners of the Irving Classic Condominiums has caused this Amendment to be approved for execution on the 30th day of October 1997.


By: Irving Classic Condominiums Board

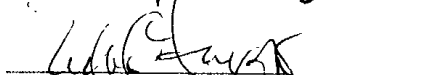

Kori Allen


Scott Bagstad


Jackie Larson

I hereby consent to the transfers set forth above:


B. Carlton Grew, Owner, Unit 203


Richard H. Fixott, Sole Owner, Parking Space 6

*Rec'd
5:00 PM
7/13/97
97143007
JSP*

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk



8.00

97176074 09:40am 11/13/97

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AMENDMENT TO
DECLARATION SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP

This AMENDMENT is executed on the 10 day of December, 1997, by the Board of Directors of the Irving Classic Condominium Homeowner's Association to amend the Declaration ("The Declaration") dated April 22, 1994 and recorded on such date in the land records of the County of Multnomah, Oregon, as Fee No. 946473, with respect to the Irving Classic Condominiums.

Pursuant to Section 6.2 of the Declaration, Parking Space No. 10, a limited common element of the Condominium, is hereby transferred from Amy M. Hanson ("Transferor") to Scott C. Bagstad ("Transferee"), the owner of Unit No. .

The Board of Directors of the Association of Unit Owners of the Irving Classic Condominiums has caused this Amendment to be approved for execution on the 10 day of December, 1997.

ASSOCIATION OF UNIT OWNERS OF THE
IRVING CLASSIC CONDOMINIUMS

By: [Signature]
Its: Co-Chairman
By: [Signature]
Its: Co-Chairman

THE UNDERSIGNED HEREBY CONSENT TO THE TRANSFERS SET FORTH ABOVE:

TRANSFEROR: Amy M. Hanson

TRANSFeree: [Signature]

After recording return to:
ASSOCIATION OF UNIT OWNERS OF THE IRVING CLASSIC CONDOMINIUMS
2127 NW Irving Street, #00
Portland, OR 97210

P/u 12-11-97

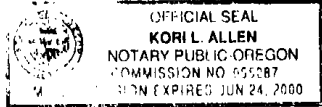
Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk
18.00
97191526 1:31pm 12/11/97
013 20013386 02 14
C59 3 0.00 15.00 0.00 3.00 0.00

3

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Amy H. Hanson.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

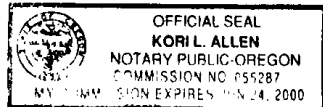
The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Sally Bagstad.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

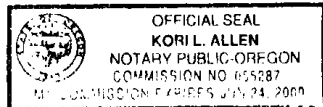
The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Sally Bagstad.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Tackie Larsen.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

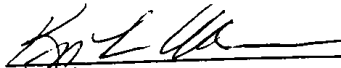
UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF
THE ASSOCIATION OF UNIT OWNERS
OF THE IRVING CLASSIC CONDOMINIUMS

The following actions were taken by the sole director of the
Association of Unit Owners of the Irving Classic Condominiums:

Amendment of Declaration

RESOLVED that the proposed Amendment to Declaration, in the
form presented to the directors, pursuant to which Parking Space
No. 10 shall be transferred from Amy M. Hanson
107, to Scott C. Bagstad, owners of unit no.
307, is hereby
approved. The officers of the Association are hereby authorized
to execute and record such document and to take all further
action necessary or appropriate in connection therewith.

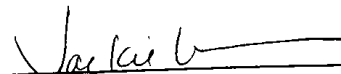
Dated as of December 6 1997.



Director



Director



Director

AMENDMENT TO
DECLARATION SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP

This AMENDMENT is executed on the 6 day of December, 1997, by the Board of Directors of the Irving Classic Condominium Homeowner's Association to amend the Declaration ("The Declaration") dated April 22, 1994 and recorded on such date in the land records of the County of Multnomah, Oregon, as Fee No. 946473, with respect to the Irving Classic Condominiums.

Pursuant to Section 6.2 of the Declaration, Parking Space No. 5, a limited common element of the Condominium, is hereby transferred from Amy M. Hanson ("Transferor") to John & Vickie Lattimer ("Transferee"), the owner of Unit No. 102.

The Board of Directors of the Association of Unit Owners of the Irving Classic Condominiums has caused this Amendment to be approved for execution on the 6 day of December, 1997.

ASSOCIATION OF UNIT OWNERS OF THE
IRVING CLASSIC CONDOMINIUMS

By: _____
Its: Co-Chairman
By: Jasper _____
Its: Co-Chairman

THE UNDERSIGNED HEREBY CONSENT TO THE TRANSFERS SET FORTH ABOVE

TRANSFEROR: Amy M. Hanson

TRANSFeree: Vickie Lattimer
John Lattimer

After recording return to:
ASSOCIATION OF UNIT OWNERS OF THE IRVING CLASSIC CONDOMINIUMS
2127 NW Irving Street, #00
Portland, OR 97210

PIU 12-11-97

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk



23.00

97191527 1:31pm 12/11/97

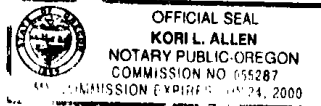
013 20013386 02 14
C59 4 0.00 20.00 0.00 3.00 0.00

4

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
COUNTY OF MULTNOMAH)

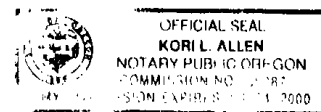
The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Amy M. Hanson.



[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
COUNTY OF MULTNOMAH)

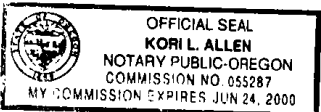
The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Vickie John Lathimer
Vickie A. Lathimer



[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Scott Bagstad.



[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Tuckie Larson.



[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by John Lathimer.



[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
COUNTY OF MULTNOMAH)

~~The foregoing instrument was acknowledged before me on this
day of _____, 199__, by _____.~~

~~Notary Public for Oregon
My Commission Expires: _____~~

STATE OF OREGON)
COUNTY OF MULTNOMAH)

~~The foregoing instrument was acknowledged before me on this
day of _____, 199__, by _____.~~

~~Notary Public for Oregon
My Commission Expires: _____~~

STATE OF OREGON)
COUNTY OF MULTNOMAH)

~~The foregoing instrument was acknowledged before me on this
day of _____, 199__, by _____.~~

~~Notary Public for Oregon
My Commission Expires: _____~~

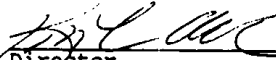
UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF
THE ASSOCIATION OF UNIT OWNERS
OF THE IRVING CLASSIC CONDOMINIUMS

The following actions were taken by the sole director of the
Association of Unit Owners of the Irving Classic Condominiums:

Amendment of Declaration

RESOLVED that the proposed Amendment to Declaration, in the
form presented to the directors, pursuant to which Parking Space
No. 5 shall be transferred from Amy M. Hansen, owners of unit no.
107, to John + Vicki Lattimer, owners of unit no. 102, is hereby
approved. The officers of the Association are hereby authorized
to execute and record such document and to take all further
action necessary or appropriate in connection therewith.

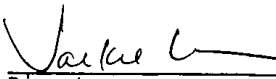
Dated as of 12/6 1997.



Director



Director



Director

AMENDMENT TO
DECLARATION SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP

This AMENDMENT is executed on the 6 day of December, 1997, by the Board of Directors of the Irving Classic Condominium Homeowner's Association to amend the Declaration ("The Declaration") dated April 22, 1994 and recorded on such date in the land records of the County of Multnomah, Oregon, as Fee No. 946-473, with respect to the Irving Classic Condominiums.

Pursuant to Section 6.2 of the Declaration, Utility Space No. 1, a limited common element of the Condominium, is hereby transferred from Amy McHanson ("Transferor") to Russell E. Cooman; Ker. L. Allen ("Transferee"), the owner of Unit No. 321.

The Board of Directors of the Association of Unit Owners of the Irving Classic Condominiums has caused this Amendment to be approved for execution on the 6 day of December 1997.

ASSOCIATION OF UNIT OWNERS OF THE
IRVING CLASSIC CONDOMINIUMS

By: _____
Its: Co-Chairman
By: Jackie L.
Its: Co-Chairman

THE UNDERSIGNED HEREBY CONSENT TO THE TRANSFERS SET FORTH ABOVE:

TRANSFEROR: Amy McHanson

TRANSFEEEE: Russell E. Cooman
Ker. L. Allen

After recording return to:
ASSOCIATION OF UNIT OWNERS OF THE IRVING CLASSIC CONDOMINIUMS
2127 NW Irving Street, #00
Portland, OR 97210

P/W 12-11-97

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk



23.00

97191528 1:31pm 12/11/97

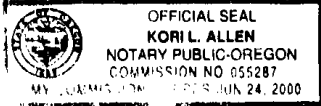
013 20013386 02 14
C59 4 0.00 20.00 0.00 3.00 0.00

4

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

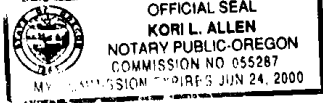
The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Amy M. Hanson.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Russell E. Gorman



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Scott Bergstad



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

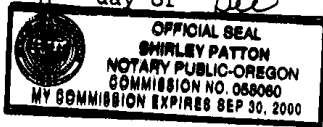
The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Ko Jackie Luzzon

Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this day of Dec, 1997, by KORI ALLEN.



Shirley Patton
Notary Public for Oregon
My Commission Expires: 9-30-00

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this day of _____, 199____, by _____.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this day of _____, 199____, by _____.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this day of _____, 199____, by _____.

Notary Public for Oregon
My Commission Expires: _____

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF
THE ASSOCIATION OF UNIT OWNERS
OF THE IRVING CLASSIC CONDOMINIUMS

The following actions were taken by the sole director of the
Association of Unit Owners of the Irving Classic Condominiums:

Amendment of Declaration

RESOLVED that the proposed Amendment to Declaration, in the
form presented to the directors, pursuant to which Parking Space
No. 5-1 shall be transferred from Amy M. Hanson, owners of unit no.
107, to Russell S. Gorman; Kerri L. Allen, owners of unit no. 301, is hereby
approved. The officers of the Association are hereby authorized
to execute and record such document and to take all further
action necessary or appropriate in connection therewith.

Dated as of December 6 1997.



Director



Director



Director

AMENDMENT TO
DECLARATION SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP

This AMENDMENT is executed on the 6 day of December, 1997, by the Board of Directors of the Irving Classic Condominium Homeowner's Association to amend the Declaration ("The Declaration") dated April 22, 1994 and recorded on such date in the land records of the County of Multnomah, Oregon, as Fee No. 946473, with respect to the Irving Classic Condominiums.

Pursuant to Section 6.2 of the Declaration, Parking Space No. 4, a limited common element of the Condominium, is hereby transferred from Amy M. Hanson ("Transferor") to Judith & Robert Divine ("Transferee"), the owner of Unit No. B-1.

The Board of Directors of the Association of Unit Owners of the Irving Classic Condominiums has caused this Amendment to be approved for execution on the 6 day of December, 1997.

ASSOCIATION OF UNIT OWNERS OF THE
IRVING CLASSIC CONDOMINIUMS

By: [Signature]
Its: Co-Chairman
By: [Signature]
Its: Co-Chairman

THE UNDERSIGNED HEREBY CONSENT TO THE TRANSFERS SET FORTH ABOVE:

TRANSFEROR: Amy M. Hanson

TRANSFEEE: Judith A. Divine
Robert W. Divine

After recording return to:
ASSOCIATION OF UNIT OWNERS OF THE IRVING CLASSIC CONDOMINIUMS
2127 NW Irving Street, #00
Portland, OR 97210

Plu 12-11-97

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk

23.00

97191529 1:31pm 12/11/97

013 20013386 02 14
C59 4 0.00 20.00 0.00 3.00 0.00

4

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
COUNTY OF MULTNOMAH)



OFFICIAL SEAL
KORI L. ALLEN
NOTARY PUBLIC-OREGON
COMMISSION NO. 055287
COMMISSION EXPIRES JUN 24, 2000

The foregoing instrument was acknowledged before me on this
day of December, 1997, by Amy A. Hanson.



OFFICIAL SEAL
KORI L. ALLEN
NOTARY PUBLIC-OREGON
COMMISSION NO. 055287
COMMISSION EXPIRES JUN 24, 2000

[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
day of December, 1997, by Robert W. Divine.



OFFICIAL SEAL
KORI L. ALLEN
NOTARY PUBLIC-OREGON
COMMISSION NO. 055287
COMMISSION EXPIRES JUN 24, 2000

[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
day of December, 1997, by Scott C. Busstad.



OFFICIAL SEAL
KORI L. ALLEN
NOTARY PUBLIC-OREGON
COMMISSION NO. 055287
COMMISSION EXPIRES JUN 24, 2000

[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
day of December, 1997, by Jackie Larson.



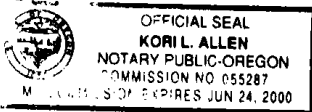
OFFICIAL SEAL
KORI L. ALLEN
NOTARY PUBLIC-OREGON
COMMISSION NO. 055287
COMMISSION EXPIRES JUN 24, 2000

[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
day of December, 1997, by Judith A. Dune.



Koril Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
day of _____, 199__, by _____.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
day of _____, 199__, by _____.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
day of _____, 199__, by _____.

Notary Public for Oregon
My Commission Expires: _____

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF
THE ASSOCIATION OF UNIT OWNERS
OF THE IRVING CLASSIC CONDOMINIUMS

The following actions were taken by the sole director of the
Association of Unit Owners of the Irving Classic Condominiums:

Amendment of Declaration

RESOLVED that the proposed Amendment to Declaration, in the
form presented to the directors, pursuant to which Parking Space
No. 4 shall be transferred from AMY HANSON, owners of unit no.
109, to JUDITH & ROBERT DIVINE, owners of unit no. B1, is hereby
approved. The officers of the Association are hereby authorized
to execute and record such document and to take all further
action necessary or appropriate in connection therewith.

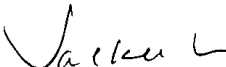
Dated as of Dec 6 1997.



Director



Director



Director

AMENDMENT TO
DECLARATION SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP

This AMENDMENT is executed on the 6 day of December, 1997, by the Board of Directors of the Irving Classic Condominium Homeowner's Association to amend the Declaration ("The Declaration") dated April 22, 1994 and recorded on such date in the land records of the County of Multnomah, Oregon, as fee No. 946-473, with respect to the Irving Classic Condominiums.

Pursuant to Section 6.2 of the Declaration, Parking Space No. 3, a limited common element of the Condominium, is hereby transferred from Amy M. Hansen ("Transferor") to Russell E. Gorman; Kori L. Allen ("Transferee"), the owner of Unit No. 30L.

The Board of Directors of the Association of Unit Owners of the Irving Classic Condominiums has caused this Amendment to be approved for execution on the 6 day of December, 1997.

ASSOCIATION OF UNIT OWNERS OF THE
IRVING CLASSIC CONDOMINIUMS

By: _____
Its: Co-Chairman
By: Jackie L
Its: Co-Chairman

THE UNDERSIGNED HEREBY CONSENT TO THE TRANSFERS SET FORTH ABOVE:

TRANSFEROR: Amy M Hansen

TRANSFEEE: Russell E Gorman
Kori L Allen

After recording return to:
ASSOCIATION OF UNIT OWNERS OF THE IRVING CLASSIC CONDOMINIUMS
2127 NW Irving Street, #00
Portland, OR 97210

P/u 12-11-97

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk



97191530 1:32pm 12/11/97

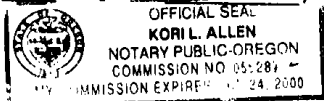
013 20013386 02 14
C59 4 0.00 20.00 0.00 3.00 0.00

4

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

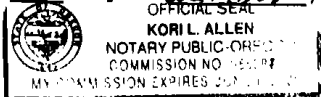
6 The foregoing instrument was acknowledged before me on this day of December, 1997, by Amy M. Hanson.



Koril Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

6 The foregoing instrument was acknowledged before me on this day of December, 1997, by Russell E. Gorman.



Koril Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

6 The foregoing instrument was acknowledged before me on this day of December, 1997, by Scott Bagstad.



Koril Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

6 The foregoing instrument was acknowledged before me on this day of December, 1997, by Tackie Hanson.

Koril Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
11 day of Dec, 1997, by KORI ALLEN.



Shirley Patton
Notary Public for Oregon
My Commission Expires: 9-30-00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
___ day of ___, 199___, by _____.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
___ day of ___, 199___, by _____.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
___ day of ___, 199___, by _____.

Notary Public for Oregon
My Commission Expires: _____

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF
THE ASSOCIATION OF UNIT OWNERS
OF THE IRVING CLASSIC CONDOMINIUMS

The following actions were taken by the sole director of the
Association of Unit Owners of the Irving Classic Condominiums:


Amendment of Declaration

RESOLVED that the proposed Amendment to Declaration, in the
form presented to the directors, pursuant to which Parking Space
No. 3 shall be transferred from Amy Hanna, owners of unit no.
107, to Russell Gorman and Kaci Allen, owners of unit no. 301, is hereby
approved. The officers of the Association are hereby authorized
to execute and record such document and to take all further
action necessary or appropriate in connection therewith.

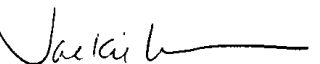
Dated as of December 6 1997.



Director



Director



Director

AMENDMENT TO
DECLARATION SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP

This AMENDMENT is executed on the 6 day of December, 1997, by the Board of Directors of the Irving Classic Condominium Homeowner's Association to amend the Declaration ("The Declaration") dated April 22, 1994 and recorded on such date in the land records of the County of Multnomah, Oregon, as Fee No. 946473, with respect to the Irving Classic Condominiums.

Pursuant to Section 6.2 of the Declaration, Parking Space No. 9, a limited common element of the Condominium, is hereby transferred from Amy Hansen ("Transferor") to Michelle L. Hardy ("Transferee"), the owner of Unit No. 204.

The Board of Directors of the Association of Unit Owners of the Irving Classic Condominiums has caused this Amendment to be approved for execution on the 6 day of December, 1997.

ASSOCIATION OF UNIT OWNERS OF THE
IRVING CLASSIC CONDOMINIUMS

By: _____
Its: Co-Chairman

By: Jaecil _____
Its: Co-Chairman

THE UNDERSIGNED HEREBY CONSENT TO THE TRANSFERS SET FORTH ABOVE:

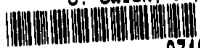
TRANSFEROR: Amy M Hansen _____

TRANSFEE: Michelle L. Hardy _____

After recording return to:
ASSOCIATION OF UNIT OWNERS OF THE IRVING CLASSIC CONDOMINIUMS
2127 NW Irving Street, #00
Portland, OR 97210

P/u 12/11/97

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk



18.00

97191531 1:32pm 12/11/97

013 20013386 02 14
C59 3 0.00 15.00 0.00 3.00 0.00

3

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
COUNTY OF MULTNOMAH)

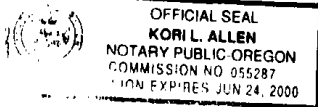
The foregoing instrument was acknowledged before me on this day of December, 1997, by Amy M. Hanson.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
COUNTY OF MULTNOMAH)

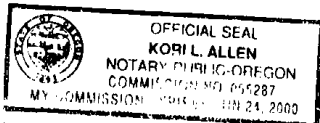
The foregoing instrument was acknowledged before me on this day of December, 1997, by Michelle L. Hardy.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
COUNTY OF MULTNOMAH)

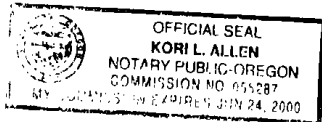
The foregoing instrument was acknowledged before me on this day of December, 1997, by Scott Busstad.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this day of December, 1997, by Jackie Larson.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: _____

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF
THE ASSOCIATION OF UNIT OWNERS
OF THE IRVING CLASSIC CONDOMINIUMS

The following actions were taken by the sole director of the
Association of Unit Owners of the Irving Classic Condominiums:

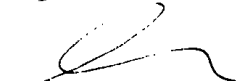
Amendment of Declaration

RESOLVED that the proposed Amendment to Declaration, in the
form presented to the directors, pursuant to which Parking Space
No. 9 shall be transferred from Amy Hansen, owners of unit no.
107, to Michelle L. Hardy, owners of unit 204, is hereby
approved. The officers of the Association are hereby authorized
to execute and record such document and to take all further
action necessary or appropriate in connection therewith.

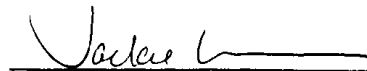
Dated as of December 6 1997.



Director



Director



Director

AMENDMENT TO
DECLARATION SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP

This AMENDMENT is executed on the 6 day of December, 1997, by the Board of Directors of the Irving Classic Condominium Homeowner's Association to amend the Declaration ("The Declaration") dated April 22, 1994 and recorded on such date in the land records of the County of Multnomah, Oregon, as Fee No. 946473, with respect to the Irving Classic Condominiums.

Pursuant to Section 6.2 of the Declaration, Parking Space No. L, a limited common element of the Condominium, is hereby transferred from Amy M. Hanson ("Transferor") to FONTEYN CHEONG & ALBERT SHUM ("Transferee"), the owner of Unit No. 101.

The Board of Directors of the Association of Unit Owners of the Irving Classic Condominiums has caused this Amendment to be approved for execution on the 6 day of December, 1997.

ASSOCIATION OF UNIT OWNERS OF THE
IRVING CLASSIC CONDOMINIUMS

By: [Signature]
Its: Co-Chairman
By: [Signature]
Its: Co-Chairman

THE UNDERSIGNED HEREBY CONSENT TO THE TRANSFERS SET FORTH ABOVE:

TRANSFEROR: Amy M. Hanson

TRANSFeree: [Signature]

After recording return to:
ASSOCIATION OF UNIT OWNERS OF THE IRVING CLASSIC CONDOMINIUMS
2127 NW Irving Street, #00
Portland, OR 97210

PM
1-28-98

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk



98012799 2:35pm 01/28/98

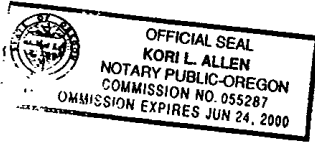
013 20014380 02 14
C59 4 0.00 20.00 0.00 3.00 0.00

4

NOTARIAL ACKNOWLEDGMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this 22
day of December, 1997, by Albert Shum

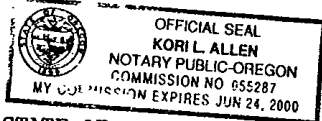


Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

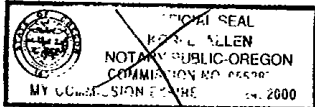
The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Amy M. Hanson.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: _____

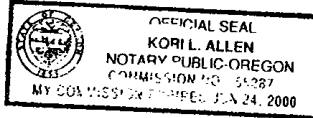
STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Scott A. Bagstad.

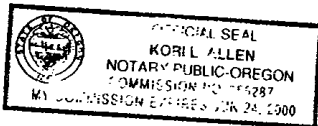


Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)



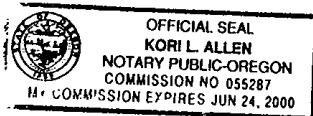
The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Jackie Lawson.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
22 day of December, 1997, by Footage Cheong.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF
THE ASSOCIATION OF UNIT OWNERS
OF THE IRVING CLASSIC CONDOMINIUMS

The following actions were taken by the sole director of the
Association of Unit Owners of the Irving Classic Condominiums:

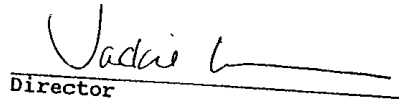
Amendment of Declaration

RESOLVED that the proposed Amendment to Declaration, in the
form presented to the directors, pursuant to which Parking Space
No. 1 shall be transferred from Amy M. Hansen, owners of unit no.
107, to Fonleyn Cheung & Albert Ho Shum, owners of unit no. 101, is hereby
approved. The officers of the Association are hereby authorized
to execute and record such document and to take all further
action necessary or appropriate in connection therewith.

Dated as of December 6 1997.


Director


Director


Director

AMENDMENT TO
DECLARATION SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP

This AMENDMENT is executed on the 6 day of December, 1997, by the Board of Directors of the Irving Classic Condominium Homeowner's Association to amend the Declaration ("The Declaration") dated April 22, 1994 and recorded on such date in the land records of the County of Multnomah, Oregon, as Fee No. 946473, with respect to the Irving Classic Condominiums.

Pursuant to Section 6.2 of the Declaration, Parking Space No. 2, a limited common element of the Condominium, is hereby transferred from Amy M. Hanson ("Transferor") to Kathy Lynne Peterson Victor ("Transferee"), the owner of Unit No. 202.

The Board of Directors of the Association of Unit Owners of the Irving Classic Condominiums has caused this Amendment to be approved for execution on the 6 day of December, 1997.

ASSOCIATION OF UNIT OWNERS OF THE
IRVING CLASSIC CONDOMINIUMS

By: _____
Its: Co-Chairman
By: Jackie L
Its: Co-Chairman

THE UNDERSIGNED HEREBY CONSENT TO THE TRANSFERS SET FORTH ABOVE:

TRANSFEROR: Amy M Hanson

TRANSFEEE: Kathy Lynne Peterson Victor

After recording return to:
ASSOCIATION OF UNIT OWNERS OF THE IRVING CLASSIC CONDOMINIUMS
2127 NW Irving Street, #00
Portland, OR 97210

PM 1-28-98

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk



18.00

98012800 2:36pm 01/28/98

013 20014380 02 14
C59 3 0.00 15.00 0.00 3.00 0.00

3

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
COUNTY OF MULTNOMAH)

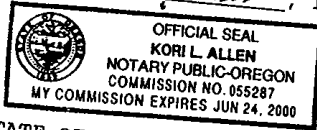
6 The foregoing instrument was acknowledged before me on this day of December, 1997, by Amy M. Hanson.



STATE OF OREGON)
COUNTY OF MULTNOMAH)

[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

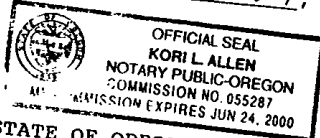
6 The foregoing instrument was acknowledged before me on this day of December, 1997, by Scott C. Bagstad.



STATE OF OREGON)
COUNTY OF MULTNOMAH)

[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

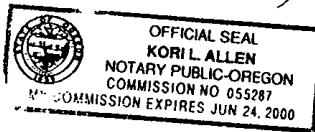
6 The foregoing instrument was acknowledged before me on this day of December, 1997, by Tackie Larson.



STATE OF OREGON)
COUNTY OF MULTNOMAH)

[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

25 The foregoing instrument was acknowledged before me on this day of January, 1998, by Kathy Lynn Nelson Vela.



[Signature]
Notary Public for Oregon
My Commission Expires: 6/24/00

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF
THE ASSOCIATION OF UNIT OWNERS
OF THE IRVING CLASSIC CONDOMINIUMS

The following actions were taken by the sole director of the
Association of Unit Owners of the Irving Classic Condominiums:

Amendment of Declaration


RESOLVED that the proposed Amendment to Declaration, in the
form presented to the directors, pursuant to which Parking Space
No. 2 shall be transferred from Amy Hanson, owners of unit no.

107, to Kathryn Lynne Peterson Victor, owners of unit no. 202, is hereby
approved. The officers of the Association are hereby authorized
to execute and record such document and to take all further
action necessary or appropriate in connection therewith.

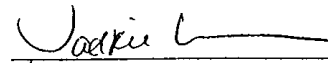
Dated as of December 6 1997.



Director



Director



Director

AMENDMENT TO
DECLARATION SUBMITTING
THE IRVING CLASSIC CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP

This AMENDMENT is executed on the 6 day of December, 1997, by the Board of Directors of the Irving Classic Condominium Homeowner's Association to amend the Declaration ("The Declaration") dated April 22, 1994 and recorded on such date in the land records of the County of Multnomah, Oregon, as Fee No. 946473, with respect to the Irving Classic Condominiums.

Pursuant to Section 6.2 of the Declaration, Parking Space No. 7, a limited common element of the Condominium, is hereby transferred from Amy M. Hansen ("Transferor") to Bernard Conway ("Transferee"), the owner of Unit No.

The Board of Directors of the Association of Unit Owners of the Irving Classic Condominiums has caused this Amendment to be approved for execution on the 6 day of December, 1997.

ASSOCIATION OF UNIT OWNERS OF THE
IRVING CLASSIC CONDOMINIUMS

By: [Signature]
Its: Co-Chairman
By: Jackie L [Signature]
Its: Co-Chairman

THE UNDERSIGNED HEREBY CONSENT TO THE TRANSFERS SET FORTH ABOVE:

TRANSFEROR: Amy M Hansen

X TRANSFEREE: Bernard Conway

After recording return to:
ASSOCIATION OF UNIT OWNERS OF THE IRVING CLASSIC CONDOMINIUMS
2127 NW Irving Street, #00
Portland, OR 97210

PIU 6-21-99
Bernard Conway

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk

38.00
99122207 1:32pm 06/21/99
009 20026776 02 12
830 3 0.00 15.00 3.00 20.00 0.00

3

NOTARIAL ACKNOWLEDGEMENTS FOR TRANSFEROR AND TRANSFEREE

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
6 day of December, 1997, by Amy M. Hanson.



Kori L. Allen
Notary Public for Oregon
My Commission Expires: 6/24/00

STATE OF OREGON)
COUNTY OF MULTNOMAH)

2nd The foregoing instrument was acknowledged before me on this
day of June, 1999, by Bernard Conway.



Donald M. Tucker
Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
COUNTY OF MULTNOMAH)



The foregoing instrument was acknowledged before me on this
day of _____, 199____, by _____.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me on this
day of _____, 199____, by _____.

Notary Public for Oregon
My Commission Expires: _____

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF
THE ASSOCIATION OF UNIT OWNERS
OF THE IRVING CLASSIC CONDOMINIUMS

The following actions were taken by the sole director of the
Association of Unit Owners of the Irving Classic Condominiums:

Amendment of Declaration

RESOLVED that the proposed Amendment to Declaration, in the
form presented to the directors, pursuant to which Parking Space
No. 7 shall be transferred from Amy M. Hanson
107, to Bernard Conway, owners of unit no.
201, is hereby
approved. The officers of the Association are hereby authorized
to execute and record such document and to take all further
action necessary or appropriate in connection therewith.


Dated as of December 6 1997.



Director



Director



Director

After Recording Return to:

P. Stephen Russell III, P.C.
LANDYE BENNETT BLUMSTEIN LLP
1300 SW Fifth Avenue, Suite 3500
Portland OR 97201
Phone: 503.224.4100

Multnomah County Official Records
C Swick, Deputy Clerk

2008-101560



\$36.00

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\$20.00 \$11.00 \$5.00

07/09/2008 08:16:15 AM
Cnt=1 Stn=25 ATLJH

AMENDMENT TO CONDOMINIUM DECLARATION

FOR THE IRVING CLASSIC CONDOMINIUMS

TRANSFERRING LIMITED COMMON ELEMENT STORAGE SPACE

Chicago Title Insurance Co. 1080711

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11

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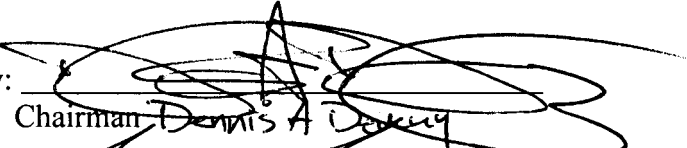
**AMENDMENT TO CONDOMINIUM DECLARATION
FOR THE IRVING CLASSIC CONDOMINIUMS
TRANSFERRING LIMITED COMMON ELEMENT STORAGE SPACE**


This Amendment is executed as of the 16 day of 6, 2008, on behalf of the Association of Unit Owners of Irving Classic Condominiums to amend the Declaration dated April 22, 1994 and recorded on such date in the records of Multnomah County Oregon as Document No. 94-064273.

Pursuant to Section 6.3 of the above referenced Declaration, and ORS 100.515, the use of limited common element storage space S1 is hereby transferred from Unit 301 to Unit 302.

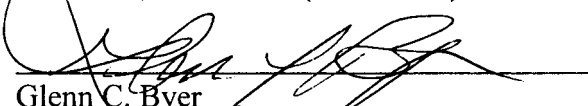
This Amendment has been duly approved by the owner and mortgagee of Unit 301, the owner of 302, and the Board of Directors of the Association of Unit Owners of the Irving Classic Condominiums.

THE IRVING CLASSIC CONDOMINIUMS

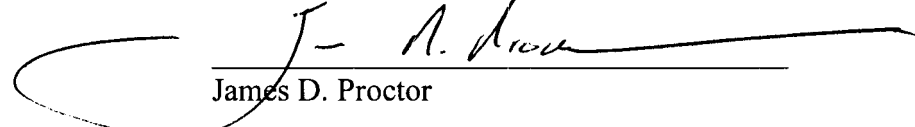
By: 
Chairman Dennis A. Denney

By: 
Secretary Leslie A. Johnson

OWNER, UNIT 301 (Transferor)


Glenn C. Byer

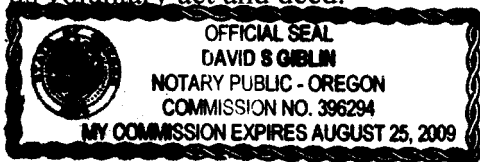
OWNER, UNIT 302 (Transferee)


James D. Proctor

(ACKNOWLEDGMENTS ON FOLLOWING PAGES)

STATE OF OREGON)
) ss. 6-16, 2008
County of Multnomah)

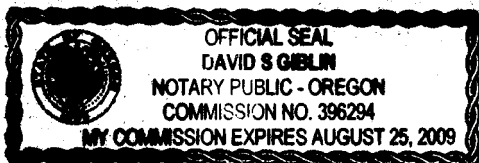
Personally appeared before me the above-named Dennis A. Deveny and who, being duly sworn, did say that He is the **Chairman** of the Association of Unit Owners of The Irving Classic Condominiums, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



David S. GIBLIN
Notary Public for Oregon

STATE OF OREGON)
) ss. 6-16, 2008
County of Multnomah)

Personally appeared before me the above-named Leslie A. Johnson and who, being duly sworn, did say that She is the **Secretary** of the Association of Unit Owners of The Irving Classic Condominiums, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



David S. GIBLIN
Notary Public for Oregon

STATE OF ~~COLORADO~~ ^{OREGON})
) ss.)
County of Multnomah)

The foregoing instrument was acknowledged before me this 25 day of June, 2008, by **GLENN C. BYER**, Owner of Unit 301, The Irving Classic Condominiums.

Witness my hand and official seal.



Judy Heisler
Notary Public for ~~Colorado~~ ^{OREGON}
My Commission Expires 2/5/12

(ACKNOWLEDGMENTS CONTINUED)

STATE OF OREGON)
) ss. June 17, 2008
County of Multnomah)

Personally appeared before me the above-named **James D. Proctor, Owner of Unit 302,**
The Irving Classic Condominiums, and acknowledged the foregoing instrument to be his
voluntary act and deed.



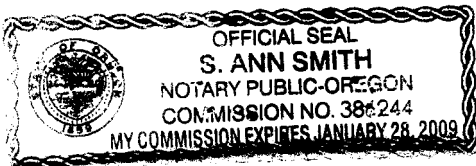
Moira Domann
Notary Public for Oregon

MORTGAGEE, UNIT 301

By: David M. Nathan
Its Branch Manager

STATE OF Oregon)
) ss. June 26, 2008
County of Multnomah)

Personally appeared before me the above-named DAVID M. NATHAN and
who, being duly sworn, did say that he is the Branch Manager of
Countrywide (Mortgage), and that said instrument was signed in behalf of said
Countrywide by authority of its Board of Directors; and they acknowledged said
instrument to be its voluntary act and deed.



S. Ann Smith
Notary Public for Oregon

This Amendment is approved pursuant to ORS 100.110(2).

By [Signature]
Multnomah County Assessor
July / 2008

Multnomah County Official Records **2012-117135**
 R Weldon, Deputy Clerk 09/17/2012 12:01:58 PM
 1R-AMBYLAWS Pgs=35 Stn=28 ATMWB \$211.00
 \$175.00 \$11.00 \$10.00 \$15.00

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

FATCO NO. MULT-2012-043

**AMENDED AND RESTATED BYLAWS
 OF
 THE IRVING CLASSIC CONDOMINIUMS**

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AMENDED AND RESTATED BYLAWS
OF
THE IRVING CLASSIC CONDOMINIUMS

ARTICLE 1
PLAN OF UNIT OWNERSHIP

1.1 Unit Ownership. The Condominium, located in the City of Portland, County of Multnomah, State of Oregon, known as The Irving Classic Condominiums, has been submitted to the provisions of ORS 100.005 et seq., the Oregon Condominium Act, by the Condominium Declaration for The Irving Classic Condominiums ("Declaration").

1.2 Bylaws Applicability. The provisions of these Bylaws are applicable to the Association of Unit Owners of the Irving Classic Condominiums ("Association") and the entire management structure thereof. (The term "Condominium" as used herein shall include the land.)

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

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

1.5 Principal Office. The principal office of the Association shall be located at 2127 Northwest Irving Street, Portland, Oregon.

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

2.1 Membership in the Association. Upon recordation of a conveyance or contract to convey a Unit, the grantee or purchaser named in such conveyance or contract shall automatically be a member of the Association and shall remain a member of the Association until such person's ownership ceases for any reason. For all purposes of the Declaration and the administration of the Condominium, Unit ownership shall be determined on the basis of the records maintained by the Association. The record shall be established by the Unit owner filing with the Association a copy of the deed to or land sale contract for his/her Unit, to which shall be affixed the certificate of the recording officer of the County of Multnomah, Oregon, showing the date and place of recording of such deed or contract. No person shall be recognized as a Unit owner unless a copy of the deed or contract showing him/her to be the current owner or contract purchaser of a Unit has been filed with the Association as provided above.

2.2 Voting. The owner or co-owner of each Unit shall be entitled to one vote per Unit. The calling and conducting of meetings of the Association and the exercise of voting rights shall be controlled by Articles 2 and 3 of these Bylaws.

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

2.4 Quorum. Except as otherwise provided in these Bylaws, the presence in person, by proxy or by ballot of owners holding forty percent (40%) or more of the outstanding votes in the Condominium, as defined in Section 2.2 hereof, shall constitute a quorum. Provided, however, that the quorum at any adjourned meeting, as described in Section 3.6, shall be reduced to twenty-five percent (25%) of the outstanding votes in the Condominium.

2.5 Proxies; Ballots. Votes may be cast in person, by proxy or by written ballot. Proxies must be filed with the secretary of the Association (the "Secretary") before or during the appointed meeting. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. Unless withdrawn, a proxy given to another person to vote at a specific meeting also shall be valid at an adjourned meeting called under the provisions of Section 3.6 hereof. In the sole discretion of the Board of Directors, a meeting of the Association may be held by ballot rather than at a formal gathering. Ballots for such meeting must be properly executed and returned in sufficient quantity to constitute a quorum and/or to pass the proposal(s) specifically propounded on the ballot. Procedures for meetings by ballot shall comply with the Oregon Condominium Act as may be amended from time to time and with Section 3.7 of these Bylaws. Proxies and ballots must be retained by the Association for one year from the date of determination of the vote. In the discretion of the Board of Directors, ballots may be cast electronically. The term "electronically" shall include electronic mail (email), facsimile transmission, posting on a website, or other means of electronic communication acceptable to the Board of Directors. All use of electronic balloting shall conform with ORS 100.428, as the same may be amended or renumbered. A Unit owner may pledge or assign his/her voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the Unit owner is 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.

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

2.7 Fiduciaries and Joint Owners. An executor, administrator, guardian or trustee may vote, in person, by proxy or by ballot, at any meeting of the Association with respect to any Unit owned or held by him/her in such capacity, whether or not the same shall have been transferred to his/her name; provided, that he/she shall satisfy the Secretary that he/she is the executor, administrator, guardian or trustee, holding such Unit in such capacity. Whenever any

Unit is owned by two or more persons jointly according to the records of the Association, the vote of such Unit may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of such disagreement and such protest, the vote of such Unit shall be disregarded completely in determining the proportion of votes given with respect to such matter.

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

ARTICLE 3 ADMINISTRATION

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

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

3.3 Annual Meetings. The annual meetings of the Association shall be held in January or February at such hour and on such date as the President of the Association ("President") may designate, or if the President should fail to designate such date by the first day of February, then on the last Tuesday in February. At such meetings, new members of the Board of Directors shall be elected by the owners in accordance with the requirements of Section 4.5 of these Bylaws, to replace those Directors whose terms have expired. The owners may also transact such other business of the Association as may properly come before them. Annual meetings of the Association may not be conducted by written ballot.

3.4 Special Meetings. Special meetings of the Association may be called by the President, a majority of the Board of Directors, or upon the presentation to the Secretary of a petition signed by owners holding thirty percent (30%) or more of the voting power of the Association. All meetings called because of petition of Unit owners shall be held at a formal gathering and not by ballot, and shall be held within sixty (60) days after receipt of the petition. The notice of any special meeting shall state the time and place of such meeting and the purpose

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

3.5 Notice of Meetings. The Secretary shall electronically transmit, or mail by first class or certified mail, or shall hand deliver, a notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held, to each owner of record at least ten (10), but not more than fifty (50), days prior to such meeting or the date when ballots for a ballot meeting are required to be returned. The Secretary shall electronically transmit, or shall hand deliver, a notice of each adjourned meeting, stating the purpose thereof and the time and place where it is to be held, to each owner of record at least twenty-four (24) hours, but not more than fifteen (15) days, prior to such meeting. The Secretary shall electronically transmit or hand deliver, or mail by first class or certified mail, written ballots for ballot meetings to each owner of record not less than twenty (20) days prior to the date on which such ballots must be received by the Association in order to be counted. The mailing shall be to the owner's address last given to the Secretary in writing by the Unit owner. If Unit ownership is split or the Unit has been sold on a contract, notice shall be sent to a single address, of which the Secretary has been notified in writing by such parties. If no address has been given to the Secretary in writing, then mailing to the Condominium Unit shall be sufficient. The delivery of a notice in the manner provided in this Section shall be considered notice served. The term "electronic" shall mean notice which is given by electronic mail, facsimile or other form of electronic communication acceptable to the Board of Directors. Any use of electronic notice shall conform with ORS 100.423 and 100.428, as the same may be amended or renumbered. A Unit owner or Director may decline to receive notice by electronic mail, facsimile or other form of electronic communication and may direct the Board of Directors to provide notice by another means provided for in the Declaration or Bylaws.

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

3.7 Ballot Meetings. Unless prohibited or limited by the Articles of Incorporation of the Association, the Declaration or the Oregon Condominium Act, any action that may be taken at any special meeting of the Unit owners may be taken without a meeting if the Association delivers a written ballot to every Unit owner entitled to vote on the matter. Such ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. A proposed action shall be deemed to be approved by written ballot when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The Board of Directors must provide owners with at least ten (10) days' notice as required by ORS 100.425(2)(b) and (c) before written ballots are mailed or otherwise delivered. If, at least three (3) days before written ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the owners petition the Board of

Directors requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the owner and instructions for making and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed. In the discretion of the Board of Directors, ballots may be cast electronically. The term "electronically" shall include electronic mail (email), facsimile transmission, posting on a website, or other means of electronic communication acceptable to the Board of Directors. All use of electronic balloting shall conform with ORS 100.428, as the same may be amended or renumbered.

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

- 3.8.1 Roll call.
- 3.8.2 Proof of notice of meeting or waiver of notice.
- 3.8.3 Reading of minutes of the preceding meeting.
- 3.8.4 Reports of officers.
- 3.8.5 Reports of committees.
- 3.8.6 Election of Directors.
- 3.8.7 Unfinished business.
- 3.8.8 New business.

ARTICLE 4 **BOARD OF DIRECTORS**

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, each of whom must be an owner or a co-owner of a Unit, except that if a Unit is owned by more than one (1) owner, only one (1) owner of that Unit may serve on the Board of Directors at any one time. An officer or employee of a corporation, a trustee of a trust, a personal representative of an estate, or an employee of a trust or estate, may serve on the Board of Directors, if such corporation, trust or estate owns a Unit.

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

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

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

4.3.2 Establishing and maintaining replacement reserve accounts and updating the reserve study, including the maintenance plan, as required by the Oregon Condominium Act or these Bylaws and such other reserve accounts as are permitted by these Bylaws.

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

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

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

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

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

4.3.8 Adopting and amending administrative rules and regulations governing the details of operation and use of the common elements and the Units and the administration of the Association, including a fine schedule for violations of these Bylaws, the Declaration or any rules or regulations promulgated thereunder. Provided, however, that any such rules or regulations always shall be subject to rescission or amendment by the Association upon a majority vote of all owners. Copies of such rules and regulations shall be furnished to all Unit owners and residents of the Condominium upon request.

4.3.9 Causing the Association to comply with ORS 100.480 relating to maintenance within the State of Oregon of documents delivered to the Association, depositing all assessments in a separate bank account in the name of the Association, payment of all expenses of the Association from the Association's bank account, and maintenance and distribution of financial statements and to maintain copies suitable for duplication of the following: the Declaration, the Articles of Incorporation, the Bylaws, the Association rules and regulations and any amendments thereto, the most recent annual financial statement, and the current operating budget of the Association. Further, the Board of Directors shall cause to be maintained and kept current the information required to enable the Association to comply with ORS 100.480(7).

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

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

4.3.12 Establishing and maintaining a current mailing address for the Association.

4.3.13 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.

4.3.14 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.

4.3.15 Making additions and improvements to, or alterations of, the common elements; provided, however, that in any fiscal year, spending on such projects shall not exceed the greater of eight percent (8%) of the budgeted gross operating expenses for that fiscal year, or an amount approved for that fiscal year by a majority vote of owners present at any properly called meeting at which a quorum is present. The foregoing limitation shall not apply to repairs or maintenance undertaken pursuant to Section 4.3.1 above.

4.4 Management Agent. The Board of Directors may employ a management agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.3 hereof. Any such management contract must be cancelable without penalty upon ninety (90) days' written notice.

4.5 Election and Term of Office. At the expiration of the term of office of each respective Director, a successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected, or until resignation, removal or death. There shall be no cap or limitation on the number of consecutive or cumulative terms that any individual Director may serve. The Association may increase or decrease the number of Directors and length of terms for which each is elected upon amendment of this Section 4.5. If additional Directors are elected, sequential, or staggered, election terms shall be created for the initial terms of such additional Directors.

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

4.7 Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one (1) or more of the Directors may be removed with or without cause, by a majority vote of owners and a successor may be then and there elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. Any Director or Directors who fail(s) to attend three (3) successive meetings of the Board of Directors which have been properly called, or who has failed to attend more than one-third (1/3) of the Board of Directors' meetings during a twelve (12) month period which have been properly called, may be removed by a majority of the remaining Directors. Removal of a member of the Board of Directors is not effective unless the matter of removal is an item on the agenda and stated in the notice for the meeting.

4.8 Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within fourteen (14) days after its election at such place as shall be fixed by the Directors.

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

4.10 Special Meetings. Special meetings of the Board of Directors may be called by any Director. Special meetings of the Board of Directors may be called on three (3) days' notice to each Director, given personally or by mail, e-mail, telephone, facsimile or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

4.11 Waiver of Notice to Directors. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him/her of the time and place thereof except when a Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all the Directors are present at any meeting of the Board of Directors, no notice to Directors shall be required and any business may be transacted at such meeting.

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

4.13 Board of Directors' Meetings Open to All Association Members. Except as provided in Section 4.14, all meetings of the Board of Directors shall be open to all members of the Association. No Association member shall have a right to participate in the Board of Directors' meetings unless such member is also a member of the Board of Directors. The presiding officer of the Board of Directors shall have authority to exclude any Association member who disrupts the proceedings at a meeting of the Board of Directors.

4.14 Executive Sessions. At the discretion of the Board of Directors, the following matters may be considered in executive sessions:

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

Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board of Directors votes to meet in executive session, the presiding officer of the Board of Directors shall state the general nature of the action to be considered, as precisely as possible, and when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting. A contract or an action considered in

executive session does not become effective unless the Board of Directors, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

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

4.16 Emergency Meetings. In the event of an emergency, Board of Directors' meetings may be conducted by telephonic communication or by the use of a means of communication that allows all Directors participating to hear each other simultaneously or otherwise to be able to communicate during the meeting. No notice to either Directors or Association members shall be required for such meetings of the Board of Directors to be held for any emergency action.

ARTICLE 5 OFFICERS

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

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

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

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

5.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; shall have charge of such books and papers as the Board of Directors may direct; shall attend to the giving and serving of all notices to the Unit owners and the Directors, and of other notices required by law; shall act as Vice-President, performing the duties of the President whenever the President is absent or unable to act; and shall, in general, perform all the duties incident to the office of Secretary.

5.6 Treasurer. The Treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The

Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

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

5.8 Compensation. No Association member shall be compensated by the Association for acting as a Director or officer, except for out-of-pocket expenses, unless such compensation is approved by a majority vote of the Unit owners.

ARTICLE 6

OBLIGATIONS OF THE OWNERS

6.1 Assessments. All owners shall be obligated to pay assessments imposed by the Association to meet all the Condominium's common expenses, which shall include premiums for insurance required or permitted under Article 8 of these Bylaws. In the discretion of the Board of Directors, the assessments may be made payable semi-annually, quarterly or monthly. Assessments may not be waived due to limited or nonuse of common elements. All of the reserve accounts set up pursuant to these Bylaws shall be funded by allocation and payment from the assessment of Unit owners. The Board of Directors, on behalf of the Association, shall take prompt action to collect from any Unit owner any assessment which remains unpaid more than 30 days after the due date. The assessment of all Unit owners who may be benefited by expenditure of reserve funds may be increased as necessary, so the reserve fund in question can be maintained in an amount sufficient to meet the needs for which such fund was established.

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

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

6.1.1 Expense Items:

6.1.1.1 Expenses of administration.

6.1.1.2 Expenses of maintenance, repair or replacement of the common elements and Association property, if any.

6.1.1.3 Any deficit in common expenses for any prior period.

6.1.1.4 The costs of utilities for the common elements and other utilities that have a common meter or that are commonly billed, such as water and sewer.

6.1.1.5 Upon the approval by a majority of owners present at any legal meeting of the Association, the expense of cable or satellite television service and/or internet service to all Units, together with maintenance and repair expenses for such system and service.

6.1.1.6 The cost of insurance or bonds obtained in accordance with these Bylaws.

6.1.1.7 The cost of any professional management if required by mortgagees or desired by the Board of Directors.

6.1.1.8 Legal, accounting and other professional fees.

6.1.1.9 The annual expense to update or perform a new reserve study and to update and/or supplement the maintenance plan and reserve study.

6.1.1.10 The expense necessary to carry out the maintenance plan.

6.1.1.11 Any other items that are properly chargeable as an expense of the Association.

6.1.2 Reserve Items:

6.1.2.1 Reserve Account. A reserve account shall be established for the purpose of effecting replacements of structural elements, mechanical equipment, exterior painting, and other common elements of the Condominium which will normally require replacement in more than three (3) years and less than thirty (30) years. Payment into this account shall be deemed a contribution to capital improvement as and when made.

The Board of Directors of the Association shall annually conduct a reserve study, which includes a maintenance plan, or review and update an existing study, of the common elements to determine the reserve account requirements. A reserve account shall be established for those items of the common elements all or part of which will normally require replacement in more than three (3) and less than thirty (30) years, for exterior painting if the common elements include exterior painted surfaces, and for the maintenance, repair or replacement of other items as may be required under the Declaration or Bylaws or that the Board of Directors, in its discretion, may deem appropriate. The reserve account need not include items that could reasonably be funded from operating assessments. The reserve study shall include:

- (i) Identification of all items for which reserves are to be established;
- (ii) The estimated remaining useful life of each item as of the date of the reserve study;
- (iii) An estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and
- (iv) A thirty (30)-year plan for the repair and replacement of common elements and Association property with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.

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

6.1.2.2 General Operating Reserve. The Board of Directors may create and maintain a general operating reserve account by allocation and payment thereto monthly of an amount determined by the Board of Directors. This account shall be used to pay expenses which exceed budgeted amounts.

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

Each reserve account shall be kept in an account with a safe and responsible depository, shall be accounted for separately and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies. Assessments paid into the reserve accounts are the property of the Association and are not refundable to sellers of Units. Provided, however, that nothing contained herein shall prevent sellers of Units from treating their outstanding allocable share of reserve accounts as a separate or reimbursable item in a sales agreement. No Unit owner shall have any individual rights in any of these reserves, although it is understood that the value of their respective Units may increase in proportion to each Unit's right to receive repair, maintenance and replacement therefrom.

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

6.2.1 To correct a deficit in the operating budget and/or reserve account(s) by vote of a majority of the Board;

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

6.2.3 To make repairs, replacements or renovations to the common elements if sufficient funds are not available from the operating budget or reserve account(s) by vote of a majority of the Board; and

6.2.4 To make capital acquisitions, additions or improvements that are duly authorized as set forth in Section 4.3.15.

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

6.3.1 Adoption of Budget. At least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the common elements and those parts of the Units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be common

expenses pursuant to the Oregon Condominium Act, the Condominium instruments, or a resolution of the Association and that shall be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium and the rendering to the Unit owners of all related services.

Such budget also shall include such reasonable amounts as the Board of Directors considers necessary to provide working capital and such general operating reserve accounts, contingency and other reserve accounts as the Board shall determine. The amount designated for replacement reserves shall be adjusted annually to reflect current replacement cost and remaining useful life. Within thirty (30) days after adopting the annual budget, the Board of Directors shall provide a summary of the budget to all owners. Such budget shall constitute the basis for determining each Unit owner's assessment for the common expenses of the Condominium.

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

6.3.3 Failure to Adopt Budget. In the event the Board of Directors fails to adopt, in a timely manner, a budget for a new fiscal year, Unit owners holding a majority of the votes of the entire Association, at any general or specially called meeting, may adopt such a budget, announce it to the Unit owners and immediately commence assessments based on the newly adopted budget. Additionally, at any general or specially called meeting of the Association, Unit owners holding a majority of the votes of the entire Association may amend any budget adopted by the Board of Directors. Thereafter, the amount of assessments due from Unit owners shall be based on the budget as so amended until a new budget is adopted in accordance with this Section 6.3.

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

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

6.4 Default. The failure of an owner to pay any assessment, as defined in Section 6.5.1.1 below, shall be a default by such owner of his/her obligations pursuant to these Bylaws and the Oregon Condominium Act. If an owner's failure to pay an assessment of the Association continues for a period of 90 days or more, in addition to the Association's other remedies provided in the Declaration, these Bylaws shall entitle the Association to declare the balance of such owner's annual assessment otherwise being paid in installments to be immediately due and payable in full. Interest shall be charged on all delinquent assessments at a minimum rate of twelve percent (12%) per annum. The Board of Directors may adjust such interest rate once per fiscal year, provided that at no time may such rate be less than twelve percent (12%). Any such adjustment to the interest rate shall take effect in the first billing cycle immediately after the Board of Directors or the managing agent notifies the Association of said adjustment.

In addition, the Board of Directors, at its option, may impose a late charge penalty on any assessment that is delinquent for ten (10) or more days. Such penalty shall not exceed the sum of twenty-five percent (25%) of the delinquent assessment and shall be imposed only once on each regular or special assessment or installment of such assessments. If the Board of Directors does not impose such penalty, then by default the late charge penalty shall be fifteen dollars (\$15.00). The Board of Directors shall notify the holder of any first mortgage upon a Unit of any default not cured within sixty (60) days of the date of default.

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

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/her successor and assigns, shall not be liable for any common expenses chargeable to such Unit which became due prior to the acquisition of title to such Unit by such purchaser or mortgagee, excepting where permitted by ORS 100.450(7) or other similar provisions of the Oregon Condominium Act. Such unpaid share of common expenses, to the extent uncollectible from the foreclosed owner(s), shall be a common expense and reallocated on a pro-rata basis to all Units, including the mortgaged Unit.

In a voluntary conveyance of a Unit, the grantee and grantor shall be jointly and severally liable for all unpaid assessments against the grantor, subject to the conditions of ORS 100.475(C) (a) and (b).

6.5 Statement of Assessments.

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

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

- (i) Regular and special assessments;
- (ii) Fines and other charges;
- (iii) Accrued interest; and
- (iv) Late payment charges.

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

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

6.5.2 The Association is not required to comply with Section 6.5.1 if the Association has commenced litigation by filing a complaint against the owner and the litigation is pending when the statement would otherwise be due.

6.6 Maintenance and Repair.

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

6.6.2 Owner's Expenses. All repairs to installations of each Unit, such as water, lights, gas, power, toilets, telephones, air conditioners, heaters, and sanitary installations, doors, windows, lamps and all other accessories and appliances belonging to the Unit area, shall be at the sole expense of the owner of such Unit. Notwithstanding the foregoing, Unit owners shall not be responsible for the repair of any utility service lines or ducts which are considered common elements under the Declaration.

6.6.3 Reimbursement of Association. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements that were damaged through the act or omission of such owner, of the owner's pet, or of any occupant of or visitor to the owner's Unit, and that is not otherwise covered by insurance policies carried by the owner or the Association for the owner's and the Association's benefit. In such circumstances, the insurance obtained by the owner shall be deemed to be the primary coverage.

6.7 Right of Entry; Easement for Maintenance; Encroachments.

6.7.1 Association Right of Entry. In case of an emergency originating in or threatening his/her Unit, an owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association, whether the owner is present at the time or not. The owner of any Unit adjoining an outside fire escape shall permit access through his/her Unit to the fire escape in the case of any emergency. Any damage caused to the Unit in order to obtain such emergency access, to the extent not covered by insurance, shall be the responsibility of the person seeking access.

6.7.2 Easement for Maintenance, Prevention of Damage and Inspection. An easement for the benefit of the Association is hereby reserved in and through all Units and the common elements providing access for the Board of Directors or its authorized agent(s) at reasonable times and with reasonable notice for purposes of maintenance, repair, and replacement of the common elements, or to make repairs therein necessary for the public safety or to prevent damage to the common elements or to another Unit. Further, an easement for the benefit of the Association is hereby reserved in and through all Units and the common elements providing access for the Board of Directors or its authorized agent(s) at reasonable times and

with reasonable notice for the purpose of inspecting a Unit for a violation of any rule or regulation adopted hereunder or the breach of any Bylaw contained herein or of any provision of the Declaration.

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

6.7.4 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, or any illegal or potentially dangerous activity, shall give the Board of Directors, acting on behalf of the Association, the right, in addition to any other rights under these Bylaws, to enjoin, abate, or remedy such thing, activity or condition by appropriate legal proceedings.

ARTICLE 7

USE AND OCCUPANCY RESTRICTIONS; RULES OF CONDUCT

7.1 Residential Use Only. Each of the Units shall be occupied and used only as a residence. Subject to compliance with applicable local ordinances and other restrictions of record, an owner may use his/her Unit as a "home office," provided that clients, customers, vendors and employees do not regularly visit the "home office." All common elements shall be used in a manner conducive to residential purposes. Nothing shall be done or kept in any Unit or in the common elements which will increase the cost of insurance on the common elements. No owner shall permit anything to be done or kept in his Unit or in the common elements which will result in cancellation of insurance on any Unit or any part of the common elements. No Unit owner shall be permitted to lease his/her Unit for a period of fewer than thirty (30) days without the prior written consent of the Board of Directors. No Unit owner may lease less than the entire Unit without the prior written consent of the Board of Directors. No Unit may be used for motel or transient purposes. Any agreement to lease a Unit shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease. Leasing of Units shall be governed by Section 7.17 of these Bylaws.

7.2 Restrictions on Alteration to Unit. A Unit owner shall make no repair or alteration or perform any other work on a Unit which would jeopardize the soundness or safety of the Condominium, reduce the value of the Condominium, impair any easement or hereditament, or increase the common expenses of the Association, unless the written consent of all Unit owners affected is first obtained. After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, an owner may submit a written request to the Board of Directors for permission to remove or alter any intervening partition or to create apertures therein, even if the partition in whole or in part is a common element. The Board of Directors shall approve the change unless it determines within 45 days that the proposed change will impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium. The Board of Directors may require the owner, at the owner's expense, to submit an opinion of a registered architect or registered professional engineer that the proposed change

will not impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium.

7.3 Use of the Common Elements. In order to preserve and promote the attractive appearance of the Condominium, the Board of Directors or the managing agent may regulate the nature of all items which may be placed in or on windows, balconies, decks, porches, and exterior walls so as to be visible to other Units, the limited or general common areas, or outside the Condominium. No Unit owners, residents or tenants shall place or cause to be placed in the lobbies, vestibules, basements or stairways or on the patios, decks, ramps, or other general or limited common elements of the Condominium, any furniture, packages or objects of any kind without the prior written consent of the Board of Directors, except that suitable furniture may be placed on the decks and patios. The Board of Directors may adopt rules to regulate the suitability of such furniture. The general and limited common elements shall not be used for any purpose that is not appropriate, customary and acceptable to the Board of Directors. At no time may any Unit owners, residents or tenants use the basement common areas for the storage of their personal property without the prior written consent of the Board of Directors. Such property may only be stored in an owner's assigned storage space.

7.4 Storage/Utility Spaces. The basement storage/utility spaces designated as "S1" and "S2" may only be used to safely store nonhazardous materials in full compliance with all applicable laws. Any other use shall require the prior written consent of the Board of Directors. In any event, no such storage/utility space may be inhabited or used for residential purposes, including, without limitation, as an extension of an owner's living Unit, unless and until such storage/utility space is converted from a limited common element to a Unit through amendment to the Declaration.

The small basement storage spaces designated as "A" through "W" may only be used to safely store nonhazardous materials in full compliance with all applicable laws.

7.5 Garbage Disposal Ban. New garbage disposals may not be installed in any Unit. The replacement of existing garbage disposals is similarly not allowed. If any garbage disposal is replaced or installed, the owner shall promptly remove it at the owner's sole expense, and said owner may suffer any other sanctions or fines authorized by the Declaration, Bylaws, or Rules and Regulations.

7.6 Intentionally Omitted.

7.7 Pets. No animals or fowls shall be raised, kept or permitted within the Condominium or any part thereof, except domestic dogs, cats or other household pets kept within a Unit. No such dogs, cats, or pets shall be permitted to run at large nor shall they be kept, bred or raised for commercial purposes or in unreasonable numbers. Any inconvenience, damage, or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof. All dogs shall be kept on a leash while outside a Unit. A Unit owner, resident or tenant may be required to remove a pet after the receipt of two written notices from the Board of Directors of violations of any rule, regulation or restriction governing pets within the Condominium.

7.8 Secondhand Smoke. Unit owners, residents and tenants shall exercise reasonable care not to annoy other residents with secondhand smoke, which may infiltrate other Units and common areas. Smoking is prohibited in any interior common elements such as

interior stairwells and interior stairwell landings, basement areas, laundry room, tools room, and storage units.

7.9 Appearance of Condominium Building(s). No Unit owners, residents or tenants shall cause anything to be hung, displayed, or placed on the walls, railings, common area doors, walkways, patios, fences, ceilings of walkways or roof of the Condominium building(s) or any other limited or general common element or otherwise change the appearance of any portion of the common elements without the prior written consent of the Board of Directors. Individual Unit doors and windows may be decorated only by the owners, tenants or residents of said Unit, provided that such decorations may be regulated by the Board of Directors and further provided that such decorations do not violate the text and intent of the remainder of these Bylaws including, without limitation, Section 7.10 below regarding Signs. No clotheslines or similar devices shall be allowed on any part of the Condominium property without the prior written consent of the Board of Directors. No exterior lighting or exterior noisemaking devices may be installed, displayed, or placed on the walls, railings, Unit doors, Unit windows, common area doors, walkways, patios, fences, ceilings of walkways or roof of the Condominium building(s) or any other limited or general common elements without the prior written consent of the Board of Directors.

7.10 Signs. Except as otherwise provided by this section, no Unit owners, residents or tenants may place, hang, install, or otherwise display so as to be viewable by a person or persons located outside a Unit any sign or signs on Unit windows, Unit doors, common area doors, walls, walkways, patios, fences, ceilings of walkways or roof of the Condominium building(s) or any other limited or general common elements without the prior written consent of the Board of Directors. However, real estate "For Sale" posters and/or flyer boxes advertising Unit(s) for sale may be attached to the fence in the front of the Condominium building. The Board of Directors retains the right to promulgate and enforce reasonable rules and otherwise generally regulate the size, design, placement, location, and methods of attachment of these "For Sale" posters and/or flyer boxes.

7.11 Nuisances. No nuisances or any use or practice that disturbs residents or that interferes with the peaceful possession, enjoyment and proper use of the property by its residents shall be allowed upon the Condominium property. Residents shall exercise reasonable care about creating disturbances, making noises or using musical instruments, radios, televisions and amplifiers that disturb other residents. All parts of the Condominium shall be kept in a clean and sanitary condition; and no fire or environmental hazard shall be allowed to exist. No rubbish, trash, or other waste shall be kept or maintained in any Unit or on any part of the property except in sanitary containers in the designated areas. No Unit owner shall make or permit any use of his or her Unit or make or permit any use of the common elements that would increase the cost of insurance upon the Condominium property.

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

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

the Condominium property shall be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the property concerned.

7.13 Restrictions on Exterior Installations. Except as permitted by law, no Unit owners, residents or tenants shall install wiring, machines or air conditioning Units or similar devices on the exterior of the Condominium building(s) or cause them to protrude through the walls or the roof of the Condominium except as previously authorized in writing by the Board of Directors, and, if the modification or installation would require an easement pursuant to the Declaration, then only upon prior approval by the required percentage of Unit owners. No window guards, awnings or exterior shades shall be installed without the prior written consent of the Board of Directors.

7.14 Satellite Dishes and Antennas. Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation shall be erected, constructed or placed on any Unit or any limited or general common elements. However, satellite dishes or antennas may be installed or placed upon the roof of the Condominium building(s) with the prior written consent of the Board of Directors. Only exterior satellite dishes or antennas with a surface diameter of one (1) meter or less and antennas designed to receive television broadcast signals or multi-channel multi-point distribution (wireless cable), may be placed on the roof. Such roof antennas or satellite dishes must be securely mounted in such a manner that they will not become dislodged. An owner or his or her agent(s) installing permitted satellite dishes or antennas on the roof shall not damage common elements. Any damage to the common elements during or after installation caused by such owner or his or her agent(s) or the owner's satellite dish or antenna shall be repaired at that owner's sole cost and expense. Such cost shall be considered as an assessment and collectible as such as elsewhere provided in the Bylaws or Declaration. The Board of Directors may adopt reasonable rules and regulations governing the installation, safety, placement and screening of such roof antennas and satellite dishes.

7.15 Transfer or Elimination of the Right of Use in Limited Common Elements. The right of use of any Unit in a limited common element shall not be eliminated or transferred to any other Unit unless the existing Unit owner and all mortgagees of the Unit for which the right of use of the limited common element is presently reserved and the Unit owner to whom the right of use is being transferred agree to and record an amendment to the Declaration setting forth the elimination or transfer.

7.16 Vehicle Restrictions. The speed of vehicular traffic on the parking area and driveway on Condominium property shall be limited to five (5) miles per hour as a safety precaution. No heavy trucks, recreational vehicles, campers, trailers, boats, boat trailers, vehicles in disrepair or similar things may be driven onto, parked, stored or otherwise kept on Condominium property without the prior written consent of the Board of Directors. At no time may anyone park a vehicle in or otherwise obstruct a parking space without the consent of the person to whom the space is assigned. At no time may anyone park for any period of time in any other part of the parking and driveway areas. At no time may anyone obstruct ingress or egress to or from the parking and driveway areas.

7.17 Rental. The leasing or renting of a Unit by its owner shall be governed by the provisions of this Section 7.17. "Leasing or renting" a Unit means the granting of a right to use or occupy a Unit for a specified term, in exchange for the payment of rent (money, property or

other goods or services of value), but shall not include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

7.17.1 General Restriction on Rental and Leasing. The Unit owners desire that Units be owned by those who occupy them and that the Units not be owned and used as rentals or non-owner occupied investments. In order to maintain the value of the Units, financing options, stability, security and a functioning community, the Unit owners agree to restrict the leasing and renting of Units. An owner may not lease or rent his or her Unit, unless and until a written request is submitted to and prior approval is granted by the Board of Directors as provided in this Section 7.17.

7.17.2 Relocation for Work Purposes. A Unit may be rented or leased for up to one hundred eighty (180) days if the Unit owner or spouse relocates outside the Portland metropolitan area for work purposes.

7.17.3 Death or Institutionalization. A Unit may be rented or leased for up to three hundred sixty five (365) days if the Unit owner dies, is hospitalized for a protracted illness, or requires placement in a nursing home, convalescent home, care facility, or with family members.

7.17.4 Familial Leases. A Unit may be rented or leased to an immediate family member, such as a sibling or parent.

7.17.5 Serious Financial Hardship. A Unit may be rented or leased, upon prior approval of the Board of Directors or the Association, for a period of time fixed by the Board of Directors or the Association, if the Unit owner faces serious financial hardship unless the Unit is rented.

7.17.6 Good Cause; No Partial or Transient Rentals. The Board of Directors or the Association may, in their discretion, waive the restriction on renting or leasing upon a showing of good cause by the Unit owner, so long as the renting does not impair the value of other Units, financing options, stability, security and the functioning of the community of the condominium. In no event shall the Board of Directors or the Association waive the restriction on renting or leasing above if doing so would cause the owner-occupancy rate to fall below seventy-five percent (75%). Except with the prior consent of the Board of Directors or the Association, no Unit owners may lease or rent less than their entire Unit. No Unit owners may rent their Unit for transient or motel purposes.

7.17.7 Minimum Owner-Occupancy Threshold. Under no circumstances whatsoever may a Unit be leased or rented if doing so would cause the owner-occupancy rate to fall below seventy percent (70%).

7.17.8 Compliance with Documents. Tenants of any and all Unit owners shall be subject to the terms of the Declaration, Bylaws and rules and regulations of the Association. Unit owners seeking approval to rent or lease their Unit for any reason must make a written request to the Board of Directors stating the reason they are requesting such approval under one of the subsections 7.17.2 through 7.17.6, above. Each lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Bylaws, and rules and regulations, and that any failure by a lessee to comply with the terms thereof shall be a default under the lease. Each tenant shall be provided copies of the Declaration, Bylaws,

and rules and regulations by the owner of the Unit being leased at the beginning of the lease term, and thereafter with any amendments to such documents. An owner will be assessed personally for any expenses incurred by the Association resulting from damage to the common elements caused by such owner's tenants or their guests. After written notice and an opportunity to be heard, owners may be fined for their tenants' noncompliance with any provision of the Declaration, Bylaws, and rules and regulations, and such fines shall be collectible as assessments as elsewhere provided in the Bylaws. The owner shall provide a fully executed copy of each lease to the Board of Directors within thirty (30) days of lease execution.

7.17.9 Waiting List Procedures. Before entering into any lease agreement, an owner shall notify the Board of Directors in writing of his or her request to lease or rent such owner's Unit pursuant to one of the exceptions to the restriction on rental and leasing in subsections 7.17.2 through 7.17.6, above. Within fifteen (15) business days following the receipt by all members of the Board of Directors of such written request pursuant to subsections 7.17.2 through 7.17.5, the Board shall advise the owner whether such proposed lease would exceed the limitations on the number of leased Units in subsection 7.17.7, and, if it would exceed such restrictions, the Board shall place the owner on a waiting list, and shall notify such owner when his or her Unit may be rented.

If the Unit owner's request to lease or rent is pursuant to subsection 7.17.6, the Board of Directors shall notify the Unit owner within fifteen (15) business days after reaching its decision pursuant to its discretion under 7.17.6, subject to the owner-occupancy restriction in subsection 7.17.6. If the Unit would exceed the limitations on the number of leased Units under 7.17.6, the Unit owner shall be notified by the Board of Directors of being placed on a waiting list, and the Board of Directors will notify such Unit owner when his or her Unit may be rented.

The Board of Directors shall establish rules concerning the order in which hardship and non-hardship requests are permitted to lease Units from the waiting list.

Once an owner on the waiting list is notified that his/her Unit may be rented, such owner shall enter into a lease with a tenant, if at all, within sixty (60) days after the date of such notice. If a notified owner has not provided the Association with a fully signed lease within such period, the Board of Directors shall place such owner at the end of the waiting list, if any, and shall notify the next owner on such list that he/she may rent his/her Unit. If there is a waiting list and any Unit(s) have been continuously rented for twelve months or longer, then the Board of Directors may, at its discretion, require the owner(s) of any such rented Unit(s) to cease renting his or her Unit as soon as permitted under the then existing lease. The Board of Directors shall then notify the first owner on the waiting list that he or she may lease his or her Unit.

7.17.10 Enforcement. If an owner fails to follow the procedures set forth in this Section 7.17 with respect to the leasing of his/her Unit, the Board of Directors, at any time after learning of such leasing and after providing the owner two (2) weeks written notice, may pursue any and all remedies available as a result of such owner's violation of the provisions of the Declaration, Bylaws, and rules and regulations, including, without limitation, the right to levy fines in an amount not exceeding two (2) times the rent charged under any lease agreement that fails to follow the procedures of this Section 7.17, the right to sue for an injunction, for damages, and to remove the tenant in the event that the tenancy violates any provision of this Section 7.17. In addition, the Board of Directors may charge such owner an administrative fee(s), the amount of which shall be determined from time to time by Board resolution to reimburse fully the Association for time, costs, fees, and expenses, including attorneys' fees, incurred to obtain

information about the tenant, to provide such tenant with copies of Association documents, and to enforce the Association's other rights and remedies relating to such unauthorized or offending lease, including, without limitation, collection of any amounts owing by such owner to the Association hereunder.

7.17.11 Payments by Tenant or Lessee to Association. If a Unit is rented by its owner, the Board of Directors may collect, and the tenant or lessee shall pay over to the Board of Directors, any amounts due to the Association hereunder for such Unit, plus interest and costs if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the Board of Directors. Such payment will discharge the lessee's or renter's duty of payment to the owner for rent, to the extent such payment is made to the Association, but will not discharge the liability of the owner and the Unit under the Declaration or these Bylaws for assessments and charges, or operate as an approval of the lease. The Board of Directors shall not exercise this power where a receiver has been appointed with respect to the Unit or its owner, nor in derogation of any right which a mortgagee of such Unit may have with respect to such rents.

7.17.12 Identification of Tenants. Each owner electing to rent his/her Unit shall submit to the Board of Directors in writing the identity of and contact information for such tenant at the same time such owner provides a copy of the lease to the Association pursuant to subsection 7.17.8 above.

7.18 Fines. The Board of Directors may, after giving written notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association, provided that the fines levied are based on a schedule previously adopted by Board resolution that is mailed to the mailing address of each Unit or mailed to the mailing address designated in writing by the Unit owner(s).

ARTICLE 8 **INSURANCE**

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided, including insurance for such other risks of a similar or dissimilar nature as are, or hereafter customarily shall be, covered with respect to other condominiums similar in construction and design, and which insurance shall be governed by the provisions in this Article 8.

8.1 Types of Insurance Policies. For the benefit of the Association and the owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance:

8.1.1 A policy or policies of property insurance, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, for the full insurable replacement value, if available, of all Units and common elements, and such other fire and casualty insurance as the Board of Directors shall determine, to give substantially equal or greater protection to the owners and their mortgagees, as their respective interests appear, which policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, if any, of each Unit. For the purposes of any policy or policies of fire insurance, the term "building" shall include fixtures (including cabinets, built-in appliances and plumbing fixtures), installations or additions comprising a part of the building within the unfinished interior surfaces of the

perimeter walls, floors and ceilings of the individual Condominium Units initially installed or replacement thereof, in accordance with the original Condominium plans and specifications, or installed by or at the expense of any Unit owner or owners.

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

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

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

The Association shall not be responsible for any loss or damage to personal property of any owner, whether stored in the common elements or in the owner's Unit.

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

8.3 Authority to Adjust Losses. All losses under policies hereafter in force regarding the property shall be settled exclusively with the Board of Directors or its authorized representative. Proceeds of the policies shall be paid to the Association as trustee for the Unit owners, or upon demand of any mortgagee, to an insurance trustee acceptable to the Association and the mortgagees of Units.

8.4 Value of Owner Improvements. Each owner must inform the Board of Directors of the value of improvements made to his/her Unit in excess of One Thousand Dollars (\$1,000) so that the Board of Directors may make any desired adjustments in insurance coverage. Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the Board of Directors pursuant to Article 7.2.

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

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

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

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

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

8.5.5 A provision that the insurer issue sub-policies specifying the portion of the master policy earmarked for each owner's interest and that until the insurer furnished 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 Unit mortgagor-owner, the Association, or other Unit owners not canceled for nonpayment of premises.

8.5.6 A rider on the 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 limitation, taxes, rent, insurance, and mortgage payments. The proceeds from any casualty policy, whether held by the Association or a Unit 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.

8.5.7 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.

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

8.7 **Insurance Deductible/Owner and Tenant Insurance.** The Board of Directors shall determine the amount of the deductible for property loss insurance policies, as well as other insurance policies required to be procured by the Association under this Article 8. In determining the deductible under the policies, the Board of Directors shall take into consideration, among other factors, the availability, cost, and loss experience of the Association.

In this regard, as in other Board responsibilities, the Directors shall exercise their reasonable business judgment.

The Association shall have no responsibility to procure or assist in procuring property loss insurance for any owner or tenant for: (a) damage to a Unit or limited common elements not covered by the Association's policy (because of the deductible amount or because the claim for loss or damage is one not normally covered by fire and property loss insurance policies with extended coverage endorsements); or (b) for any damage or loss to the owner's or tenant's personal property. Owners shall be responsible for purchasing insurance policies insuring their Units and appurtenant limited common elements for any losses below the deductible amount under the Association's policies and for insuring their own personal property for any loss or damage. Owners and tenants of all Units shall procure and maintain comprehensive liability policies having combined limits of not less than Three Hundred Thousand Dollars (\$300,000) for each occurrence. Such insurance shall provide coverage for, without limitation, the negligent acts of the owner(s) and tenant(s) and their guests or other occupants of the Unit(s) for damage to the general and limited common elements and other Units and the personal property of others located therein. Tenants shall be responsible for insuring their own personal property for any loss or damage. Proof of appropriate owners' and tenants' insurance coverage, at the required levels, shall be annually provided to the Board or the Managing Agent by the Unit owner. Such requirement to annually provide proof of insurance to the Board does not relieve Unit owners and tenants from their individual responsibility to maintain the required adequate insurance at all times and no liability will inure to the Board or to the Association for failure to adequately monitor the insurance held by owners and tenants.

The Board of Directors shall notify all owners of the amount of the deductible under the Association policies. To the extent reasonably practicable, the Board of Directors shall give at least ten (10) days' notice to the owners of any increase in the deductible proposed in renewal or replacement insurance policies.

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

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

8.10 Pet Liability. Any Unit owner who maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Association and each of its members free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

ARTICLE 9 DAMAGE AND DESTRUCTION

9.1 Insurance Proceeds Sufficient to Cover Loss. Except where the Declaration or these Bylaws provide to the contrary, if all or part of the property is damaged or destroyed, then the Association shall repair, reconstruct, or rebuild the property, unless sixty percent (60%) of the Unit owners and seventy-five percent (75%) of mortgagees agree that the property shall not be repaired, reconstructed or rebuilt.

9.2 Insurance Proceeds Insufficient to Cover Loss. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed buildings, the damage to, or destruction of, such buildings shall be promptly repaired and restored by the manager or the Board of Directors, using the proceeds of insurance, if any, on such buildings for that purpose and all the Unit owners shall be liable for assessment for any deficiency for such reconstruction, such deficiency to take into consideration as the owner's contribution any individual policy insurance proceeds provided by such owner. If the property is destroyed or substantially damaged, and if the owners of at least sixty percent (60%) of the Units so vote, and upon written approval of holders of first mortgages that represent at least seventy-five percent (75%) of the votes of mortgaged Units in the Condominium, the manager or Board of Directors shall record with the County Recorder a notice setting forth such facts, and upon the recording of such notice:

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

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

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

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

9.3 Architectural Changes After Damage or Destruction. Reconstruction of the damaged or destroyed building as used in this Article means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or disaster and shall be performed substantially in accordance with the Declaration and the original plans and specifications unless other action is approved in writing by holders of first mortgages that represent at least seventy-five percent (75%) of the votes of Mortgaged Units in the Condominium. Such reconstruction shall be accomplished under the direction of the manager or the Board of Directors. Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of sufficient owners, amend these Bylaws, cause an amendment to be made to the Condominium documents so as to facilitate architectural changes that the owners affected thereby and the Association deem desirable if, and only if, the partial or total destruction of the Condominium, or any buildings thereof, by fire, casualty or any other disaster is so great as to require the substantial reconstruction of the whole of the Condominium, or said buildings, and upon written approval by holders of first mortgages that represent at least seventy-five percent (75%) of the votes of mortgaged Units in the Condominium. Provided, however, that any such amendment of such Condominium documents shall be valid only upon (1) compliance with all applicable provisions of the Oregon Condominium Act; (2) approval by the Oregon Real Estate Commissioner; (3) recording thereof with the recording officer of Multnomah County; and (4) recording with that recording officer of the approval thereof of each first Mortgagee and each

other lien holder of record having a lien against any part of the Condominium, or building, affected by such amendment.

9.4 Reallocation of Percentage Interest. In the event of a partial destruction of the Condominium buildings or Units therein, the Unit owners may not reallocate percentages of interest in the common elements without the prior approval of the mortgagees of seventy-five percent (75%) of the remaining Units, whether existing in whole or in part. Any such reallocation shall also comply with the Oregon Condominium Act and other provisions of the Declaration and the Bylaws.

ARTICLE 10 CONDEMNATION

The Board of Directors shall have the sole authority to negotiate with any public or private body or person having the power of eminent domain and to sue or defend in any litigation involving such bodies or persons with respect to the common elements of the Condominium and shall assist any Unit owner whose Unit or a part thereof, is the subject of any eminent domain proceeding. If such proceedings are instituted or such acquisition is sought by a condemning authority as to any portion of the property, prompt notice thereof shall be given to the Unit owners and their mortgagees. Provided, however, that nothing in this or any document or agreement relating to the Condominium shall be construed to give a Unit owner or any party priority over the rights of the first mortgagees of any Condominium Units in the case of a distribution to the Unit owner of any such condemnation awards for losses to or a taking of a Unit and/or the common elements. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, for the use and benefit of the Unit owners and their mortgage holders in the same proportions as the respective undivided interests of the Unit owners in the general common elements.

ARTICLE 11 AMENDMENTS TO BYLAWS

11.1 How Proposed. Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by thirty percent (30%) of all the Unit owners.

11.2 Adoption Procedures. These Bylaws may be amended via written resolution by the owners holding a majority of the total voting rights allocated to the Units in a duly constituted meeting or ballot meeting called for such purpose, and no amendment shall take effect unless approved by owners holding a majority of the voting rights as otherwise set forth in the Declaration. However, any amendments relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy Units, and limitations on the rental or leasing of Units must be approved by seventy-five percent (75%) of all the Unit owners. No amendment reducing or eliminating the right of any first mortgagees shall be made without the written consent of such first mortgagees.

11.3 Certification and Recordation. Any amendments adopted hereunder shall be certified by the President and Secretary of the Association and recorded in the Deed Records of Multnomah County, Oregon.

ARTICLE 12
RECORDS AND AUDITS

12.1 General Records. The Board of Directors and the managing agent or manager, if any, shall keep detailed records of the actions of the Board of Directors and the managing agent or manager, minutes of the meetings of the Board of Directors and minutes of the meetings of the Association as required by ORS 100.480. The Board of Directors shall maintain a list of owners entitled to vote at meetings of the Association and a list of all mortgagees of Units insofar as such names have been provided to the Board of Directors by the owner or Mortgagee. Proxies and ballots must be retained by the Association for one year from the date of determination of the vote.

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

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

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

12.5 Reports and Audits. The Board of Directors shall prepare or cause to be prepared an annual financial statement consisting of a balance sheet and income and expense statement setting forth the financial condition of the Association as of the end of each fiscal year. The report shall be prepared according to generally accepted accounting procedures and shall be distributed to all Unit owners within ninety (90) days after the end of each fiscal year. If any mortgagee requests it, the Board of Directors must furnish the annual financial statement to said first mortgagee within thirty (30) days after the end of each fiscal year. In the event the Association's annual assessments exceed \$75,000.00, the Board of Directors shall cause the financial statement to be reviewed within one hundred eighty (180) days after the end of the fiscal year by an independent certified public accountant licensed in the State of Oregon, in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. In the event the annual assessments are \$75,000.00 or less, the Board of Directors shall cause the most recent financial statement of the Association to be reviewed in the manner described above within one hundred eighty (180) days after the Board of Directors receives a petition requesting review signed by owners holding at least a majority of the voting rights in the Association. At any time and at his/her own expense, any owner or Mortgagee may cause an audit or inspection to be made of the books and records of the Association. From time to time the Board of Directors, at the expense of the Association, may obtain an audit of the books and records of the Association and furnish copies thereof to all Unit owners and mortgagees.

12.6 Notice of Sale, Mortgage, Rental or Lease. Immediately upon the sale, mortgage, rental or lease of any Unit, the Unit owner shall promptly inform the Secretary or manager of the name and address of such purchaser, vendee, mortgagee, lessee or tenant. This obligation is in addition to those set forth in Section 7.17.

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

ARTICLE 13 **COMPLIANCE**

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

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

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

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

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

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

ARTICLE 16 **MEDIATION**

If any dispute arises between or among any of the owners, other than matters involving collection of assessments other than fines, the owners shall submit the dispute to mediation. The mediation shall be conducted in Multnomah County, Oregon. Before commencing any action, suit or arbitration between or among the owners, the owners who are parties to any dispute shall in good faith attempt to resolve the matter by mediation administered by a recognized mediation service located in Portland, Oregon. Any party may select a mediation service by written notice to the other party(-ies). Mediation shall then proceed according to the rules of the mediation service. Litigation or arbitration may not be commenced until at least thirty (30) days after the first mediation session between or among the parties has been completed.

ARTICLE 17 **MISCELLANEOUS**

17.1 Notices. All notices to the Association or to the Board of Directors shall be sent care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any Unit owner shall be sent to such address as may have been designated by him/her from time to time, in writing, to the Board of Directors, or if no address has been designated, then to the owner's Unit. Notices may be sent electronically. The term "electronic" shall mean notice which is given by electronic mail, facsimile or other form of electronic communication acceptable to the Board of Directors. Any use of electronic notice shall conform with ORS 100.423, as the same may be amended or renumbered. A Unit owner or Director may decline to receive notice by electronic mail, facsimile or other form of electronic communication and may direct the Board of Directors to provide notice by another means provided for in the Declaration or Bylaws.

17.2 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.

17.3 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.

17.4 Action Without a Meeting. Any action which the Oregon Condominium Act, the Declaration, or the Bylaws require or permit the owners or Board of 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.

It is hereby certified that these Amended and Restated Bylaws have been duly adopted by vote of at least fifty percent (50%) of the owners of Condominium, and will be recorded in the Deed Records of Multnomah County, Oregon.

DATED this 27th day of February, 2012.

By: [Signature]
President, Dennis A. Deveny

By: [Signature]
Secretary, Christine Uri

STATE OF OREGON)
County of Multnomah) ss

Feb. 27, 2012

Personally appeared Dennis A. Deveny who, being duly sworn, did say that he is the President of The Association of Unit Owners of the Irving Classic Condominiums, and that the foregoing instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



[Signature]
NOTARY PUBLIC FOR OREGON

STATE OF OREGON)
County of Multnomah) ss

Feb. 27, 2012

Personally appeared Christine Uri who, being duly sworn, did say that she is the Secretary of The Association of Unit Owners of the Irving Classic Condominiums, and that the foregoing instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



[Signature]
NOTARY PUBLIC FOR OREGON

After Recording Return To:
Irving Classic Condominiums
c/o Community Management Inc.
2105 SE 9th Avenue
Portland, OR 97214

plu Leon Porter

Multnomah County Official Records
R Weldon, Deputy Clerk

2013-076614



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AMENDMENT TO THE
AMENDED AND REINSTATED BYLAWS
OF THE
IRVING CLASSIC CONDOMINIUMS

RECITALS

The Amended and Reinstated Bylaws of Irving Classic Condominiums was recorded as Fee Number 2012-117135 in the deed records of Multnomah County, Oregon on September 17, 2012.

The Members of the Irving Classic Condominiums ("Association") have voted to amend Section 7.17 of the Amended and Reinstated Bylaws.

AMENDMENT

Bylaws Section 7.17 shall be amended to add the following sentence to the end of the introduction of Section 7.17 as follows:

An occupied Unit shall be presumed to be rented unless it is the residence of either an owner of the Unit or a parent, child, sibling, spouse, or domestic partner of an owner of the Unit, in which case the Unit shall be presumed not to be rented.

It is hereby certified that the foregoing amendment has been approved by seventy-five percent (75%) of the Association members.

DATED: June 6, 2013

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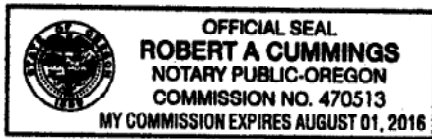
THE IRVING CLASSIC CONDOMINIUMS

By: Jonica Lynn Eueland
President

By: Leon Porter
Secretary

STATE OF OREGON)
)ss. June 6th . 2013
County of Multnomah)

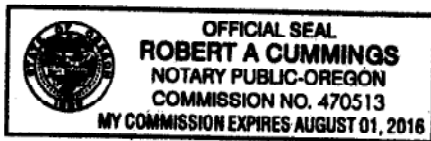
Personally appeared before me Jonica Lynn Eueland who, being duly sworn, did say that she is the President of The Irving Classic Condominiums and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Robert Cummings
Notary Public for Oregon

STATE OF OREGON)
)ss. June 6th . 2013
County of Multnomah)

Personally appeared before me Leon Fairfield Porter who, being duly sworn, did say that he is the ^{Secretary} ~~President~~ of The Irving Classic Condominiums and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Robert Cummings
Notary Public for Oregon

After Recording Return To:
Irving Classic Condominiums
c/o Community Management Inc.
2105 SE 9th Avenue
Portland, OR 97214

Ylu Leon Porter

Multnomah County Official Records
R Weldon, Deputy Clerk

2013-076615



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AMENDMENT TO THE
AMENDED AND REINSTATED BYLAWS
OF THE
IRVING CLASSIC CONDOMINIUMS

RECITALS

The Amended and Reinstated Bylaws of Irving Classic Condominiums was recorded as Fee Number 2012-117135 in the deed records of Multnomah County, Oregon on September 17, 2012.

The Members of the Irving Classic Condominiums ("Association") have voted to amend Section 7.1 and Section 7.17 of the Amended and Reinstated Bylaws.

AMENDMENT

Bylaws Article 7.1 shall be deleted and replaced in its entirety as follows:

7.1 Residential Use Only. Each Unit must be used only as a residence. Residential use does not include any use that involves regular visits by clients, customers, vendors, or employees of any owner or resident for business purposes. All common elements must be used only in a manner conducive to residential

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purposes. Nothing that will increase the cost of insurance on the common elements, or result in cancellation of insurance on any Unit or any part of the common elements, may be done or kept in any Unit or in the common elements. No owner may lease or rent his or her Unit, or any portion thereof, for a period of fewer than thirty (30) days. No Unit may be used for motel or transient purposes.

Bylaws Article 7.17 (Subsections 7.17.1 through 7.17.12) shall be deleted and replaced in its entirety as follows:

7.17 Rental. This Section 7.17 governs rentals of Units. "Renting" a Unit means granting a right under a written or oral lease or rental agreement to use or occupy a Unit to the exclusion of others, but does not include joint ownership of a Unit by means of joint tenancy, tenancy-in-common, or other forms of co-ownership.

7.17.1 General Restriction on Rentals. No Unit may be rented to a new tenant if six (6) or more Units are currently being rented. Before renting any Unit to a new tenant, an owner must ask the Board of Directors to place his or her name on a waiting list, as described in section 7.17.2 below. If fewer than six (6) Units are currently being rented, then the right to rent a Unit to a new tenant must be granted in order to the first and each subsequent owner on the waiting list, as provided in section 7.17.2, up to a maximum of six (6) permitted rental Units in the building.

7.17.2 Waiting List Procedures. The Board of Directors must maintain a waiting list of any owners who wish to rent their Units. Before renting any Unit to a new tenant, the Unit's owner must ask the Board in writing to place his or her name on the waiting list. Within fifteen (15) business days following the receipt by all members of the Board of such written request, the Board must advise the owner whether the proposed rental would exceed the limitations on the number of rented Units specified in subsection 7.17.1. If it would not exceed those limitations, the Board must notify the owner that his or her Unit may be

rented immediately. Otherwise the Board must place the owner's name at the end of the waiting list.

Within fifteen (15) business days after the earliest date on which the Unit of the first owner on the waiting list may be rented without exceeding the limitations specified in subsection 7.17.1, the Board must notify the owner that his or her Unit may be rented immediately.

Names must be placed on the waiting list in the order in which the requests were received. The names of multiple owners of a single Unit must not occupy more than one slot on the waiting list.

Once an owner on the waiting list is notified that his or her Unit may be rented, such owner must enter into a lease or rental agreement with a tenant, if at all, within sixty (60) days after the date of such notice. If no such lease or rental agreement has commenced within such period, the Board of Directors must place such owner's name at the end of the waiting list and notify the next owner on the list that he or she may rent his or her Unit.

Within five (5) business days after the rental of a Unit to a specific tenant ends, that Unit's owner must notify the Board of Directors that the rental to that tenant has ended.

7.17.3 Partial Rentals. "Partially renting" a Unit means granting a right under a written or oral lease or rental agreement to use or occupy a specific part of a Unit (such as a specific bedroom) to the exclusion of other people. A partially rented Unit that is the primary residence of an owner of the Unit is not subject to the rental restrictions in sections 7.17.1 and 7.17.2 above, and shall not be counted against the maximum permitted number of rental Units in the building. However, any partially rented Unit is subject to all restrictions in these bylaws apart from the restrictions in sections 7.17.1 and 7.17.2.

7.17.4 Compliance with Documents. All tenants of Unit owners are subject to the terms of the Declaration, Bylaws, and rules and regulations of

the Association. Each lease or rental agreement must provide that its terms are subject in all respects to the provisions of the Declaration, Bylaws, and rules and regulations, and that any failure by a tenant to comply with the terms thereof is a default under the lease or rental agreement. Each tenant must be provided copies of the Declaration, Bylaws, and rules and regulations by the owner of the Unit at the beginning of the tenancy, and thereafter with any amendments to such documents. An owner may be assessed personally for any expenses incurred by the Association that result from damage to the common elements caused by such owner's tenants or their guests or invitees. After written notice and an opportunity to be heard, owners may be fined for their tenants' noncompliance with any provision of the Declaration, Bylaws, and rules and regulations. Such fines may be collected as assessments as elsewhere provided in the Bylaws. An owner must provide a fully executed copy of any written lease or rental agreement to the Board of Directors within thirty (30) days of the signing of the lease or agreement.

7.17.5 Enforcement. If an owner fails to follow the procedures set forth in this Section 7.17 with respect to any rental of a Unit or of any portion of a Unit, the Board of Directors, at any time after learning of such rental and after providing the owner two (2) weeks' written notice, may pursue any and all remedies available as a result of such owner's violation of the provisions of the Declaration, Bylaws, or rules and regulations, including, without limitation, the right to levy fines, to sue for an injunction and for damages, and to remove the tenant in the event that the tenancy violates any provision of this Section 7.17. In addition, the Board of Directors may charge such owner an administrative fee or fees, the amount of which shall be determined from time to time by Board resolution to reimburse fully the Association for time, costs, fees, and expenses, including attorneys' fees, incurred to obtain information about the tenant, to provide such tenant with copies of Association documents, and to enforce the Association's other rights and remedies relating to such unauthorized or offending rental, including, without limitation, collection of any amounts owing by such owner to the Association hereunder.

7.17.6 Identification of Tenants. Each owner whose Unit is rented or partially rented must submit to the Board of Directors in writing the identity of and contact information for each tenant granted the right to use or occupy that Unit.

7.17.7 Payments by Tenant to Association. If a Unit is rented or partially rented, the Board of Directors may collect, and the tenant must pay over to the Board of Directors, any amounts due to the Association hereunder for such Unit, plus interest and costs if the same are in default over thirty (30) days. Such payment discharges the tenant's duty of payment to the owner for rent, to the extent such payment is made to the Association, but does not discharge the liability of the Unit's owner under the Declaration or these Bylaws for assessments and charges, or operate as an approval of the rental. The Board of Directors must not exercise this power where a receiver has been appointed with respect to the Unit or its owner, nor in derogation of any right that a mortgagee of such Unit may have with respect to such rents.

It is hereby certified that the foregoing amendment has been approved by seventy-five percent (75%) of the Association members.

DATED: June 6, 2013

THE IRVING CLASSIC CONDOMINIUMS

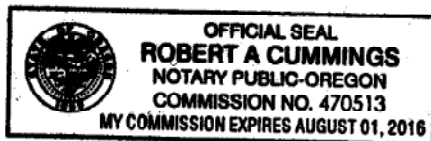
By: Janice Z. Emman
President

By: Leon Porter
Secretary

STATE OF OREGON)
)ss.
County of Multnomah)

June 6th . 2013

Personally appeared before me Jonica Lynn Eveland who, being duly sworn, did say that she is the President of The Irving Classic Condominiums and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

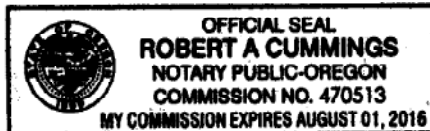


Robert Cummings
Notary Public for Oregon

STATE OF OREGON)
)ss.
County of Multnomah)

June 6th . 2013

Personally appeared before me Leon Fairfield Porter who, being duly sworn, did say that he is the ^{Secretary}~~President~~ of The Irving Classic Condominiums and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Robert Cummings
Notary Public for Oregon