

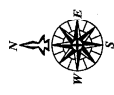
IRVINGTON EIGHTEEN-HUNDRED CONDOMINIUM

BEING LOTS 7 AND 8, BLOCK 13, "JOHN IRVINGS 1ST ADDITION TO EAST PORTLAND" LOCATED IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 EAST, W. M. CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

BOUNDARY CONTROL AND BUILDING LOCATION INFORMATION, GROUND FLOOR SURVEYOR'S CERTIFICATE, NARRATIVE AND NOTES

AUGUST 1, 2006 SCALE: 1" = 10' SHEET 1 OF 3

INDEX SHEET 1 OF 3 SHEET 2 OF 3 SHEET 3 OF 3



- LEGEND**
- DENOTES MONUMENT FOUND AS NOTED
 - DENOTES FOUND 1-1/8" IRON BRASS CAP MONUMENT STAMPED "COMPASS MARK", SET BY SURVEY NUMBER 6071.
 - G.C.E. DENOTES GENERAL COMMON ELEMNT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - L.V.B. DENOTES LOWER VERTICAL BOUNDARY
 - U.V.B. DENOTES UPPER VERTICAL BOUNDARY
 - S.F. SQUARE FEET
 - BL - RELATES TO BEARINGS AND DISTANCE ALONG BUILDING LINE

SURVEYOR'S CERTIFICATE

I, DON DEJALANICK, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED, WITH PROPER MONUMENTS THE LAND DESCRIBED ON THE ATTACHED MAP OF "IRVINGTON EIGHTEEN-HUNDRED CONDOMINIUM" BEING LOTS 7 AND 8, BLOCK 13, "JOHN IRVINGS 1ST ADDITION TO EAST PORTLAND" (BLOCK 13, "JOHN IRVINGS 1ST ADDITION TO EAST PORTLAND" PLAT RECORDS LOCATED IN THE PUBLIC RECORDS OF MULTNOMAH COUNTY, OREGON, THE BOUNDARIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INITIAL POINT, A 1-1/8" IRON DIAMETER BRASS CAP MONUMENT STAMPED "COMPASS MARK" FOUND AT THE EAST CORNER OF WAY 101' OF N.E. 17TH AVENUE NORTH 100.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, THENCE ALONG THE NORTH LINE OF SAID LOTS 7 AND 8, EAST 99.88 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOTS 7 AND 8, ALONG THE EAST LINE OF SAID LOTS 7 AND 8, BEING ALSO THE NORTH RIGHT OF WAY LINE OF N.E. SCHUYLER STREET WEST 99.88 FEET TO THE INITIAL POINT.

CONTAINS 4,988 SQUARE FEET.

SURVEYOR'S CERTIFICATE OF COMPLETION

I, DON DEJALANICK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF "IRVINGTON EIGHTEEN-HUNDRED CONDOMINIUM" FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS AND THAT CONSTRUCTION OF SAID UNITS AND BUILDING AS DEPICTED ON SUCH PLAT, HAS BEEN COMPLETED AS OF 7/14/06.

DON DEJALANICK, OREGON P.L.S. NO. 1634

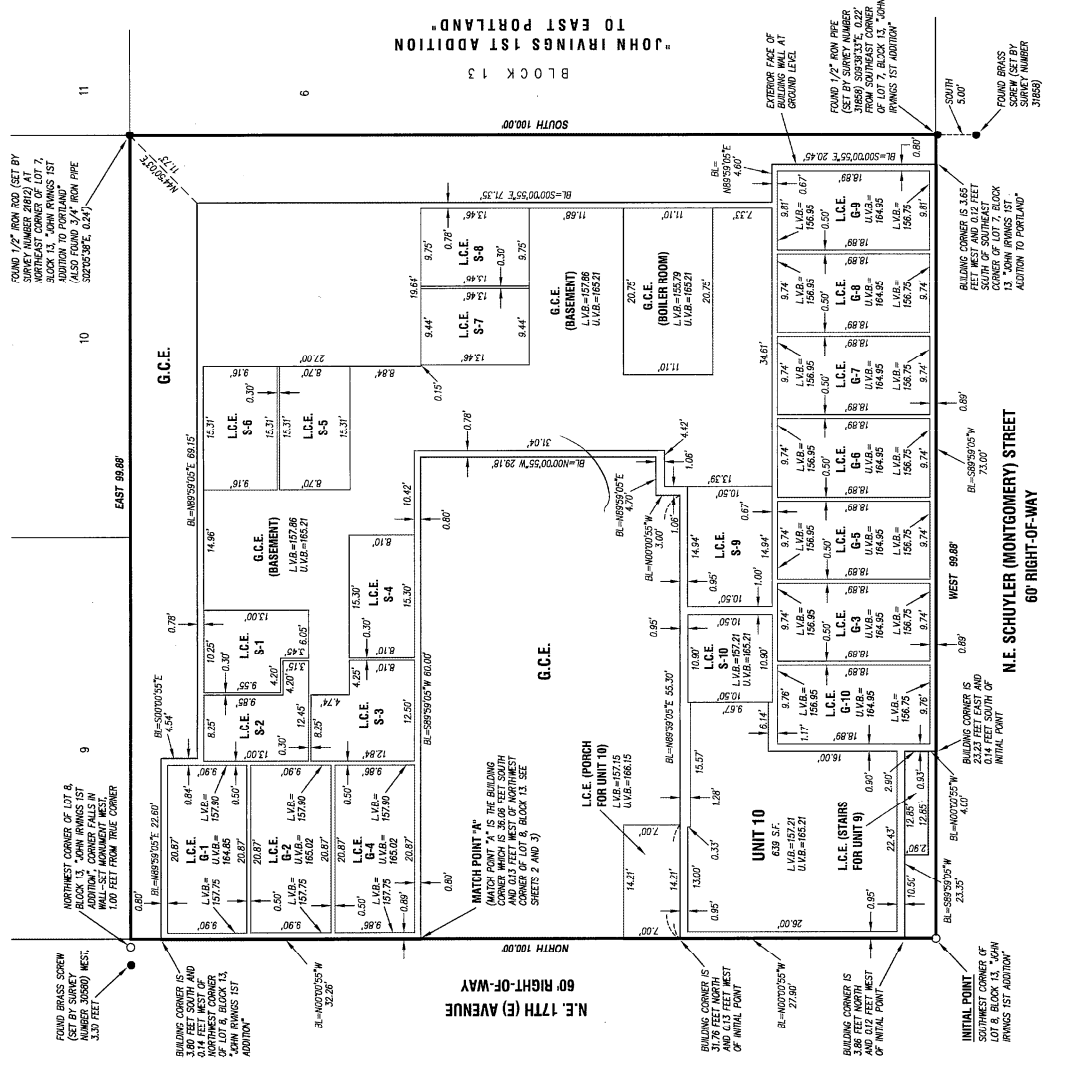
REGISTERED PROFESSIONAL LAND SURVEYOR
 JULY 14, 1978
 DON DEJALANICK
 1934

DATE OF SIGNATURE: 7/24/07
 VALID UNTIL 12/31/2007

I HEREBY THIS IS AN EXACT COPY OF THE ORIGINAL PLAT
 SUBMITTED BY:
 COMPASS ENGINEERING
 10000 N. INTERNATIONAL WAY
 SUITE 500
 MILWAUKEE, OREGON 97222
 PHONE: (503) 653-9083
 JOB NO. 06-0189 (P.14)

NARRATIVE AND NOTES:

- THE PURPOSE OF THIS SURVEY IS TO PLAT THE SUBJECT PROPERTY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE AS A CONDOMINIUM.
- FOR BOUNDARY CONTROL AND BASIS OF BEARINGS. SEE SURVEY NUMBER 6071.
- BASIS OF ELEVATIONS: CITY OF PORTLAND BENCH MARK (NUMBER 3370) DESCRIBED AS A 2" IRON DIAMETER BRASS DISC IN THE CURB AT THE NORTHEAST CORNER OF THE INTERSECTION OF N.E. 19TH AVENUE AND N.E. CLATSOP STREET. THE ELEVATION OF THIS POINT IS PUBLISHED BY THE CITY OF PORTLAND AS BEING 160.07 FEET, CITY OF PORTLAND DATUM.
- BUILDING LOCATIONS AND EXTERIOR BUILDING DIMENSIONS ARE TAKEN TO EXTERIOR FACE OF BUILDING AT GROUND LEVEL. ALL BUILDING ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.
- FOR ADDITIONAL INFORMATION, SEE CONDOMINIUM DECLARATION TO BE RECORDED UNDER SEPARATE INSTRUMENT.
- THE LOWER VERTICAL BOUNDARY OF S-1 THROUGH S-9 = 157.85
- THE UPPER VERTICAL BOUNDARY OF S-1 THROUGH S-9 = 162.21

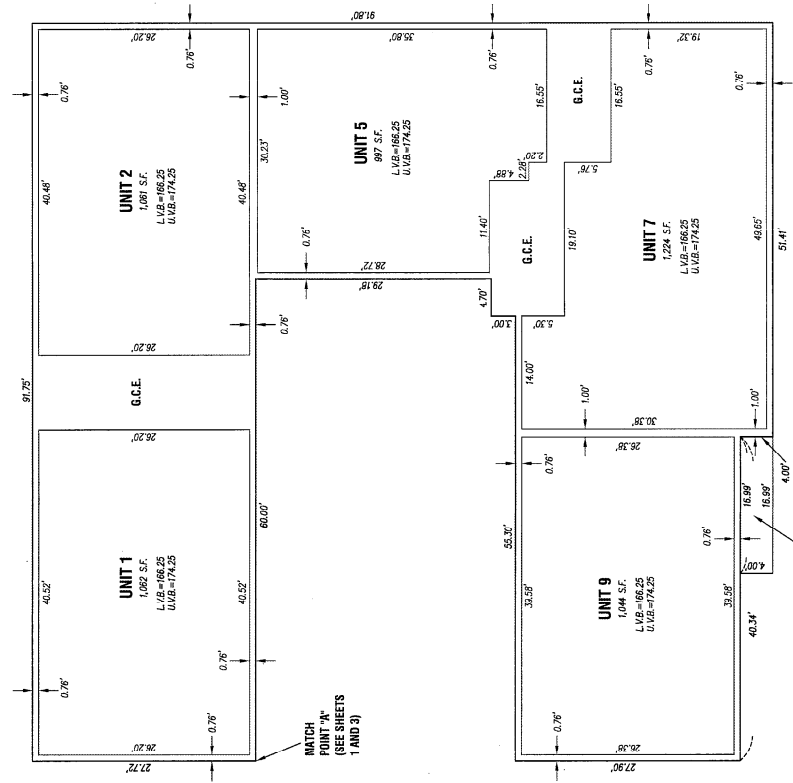
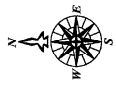


IRVINGTON EIGHTEEN-HUNDRED CONDOMINIUM

BEING LOTS 7 AND 8, BLOCK 13, "JOHN IRVINGS 1ST ADDITION TO EAST PORTLAND"
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 EAST, W. M.
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

AUGUST 1, 2006 SCALE: 1" = 10'
 SHEET 2 OF 3

- LEGEND**
- G.C.E. DENOTES GENERAL COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - L.V.B. DENOTES LOWER VERTICAL BOUNDARY
 - U.V.B. DENOTES UPPER VERTICAL BOUNDARY
 - SF. SQUARE FEET



FIRST FLOOR

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT IRVINGTON 1800, LLC, AN OREGON LIMITED LIABILITY COMPANY, IS THE OWNER AND DOES HEREBY DECLARE THE ATTACHED MAP OF "IRVINGTON EIGHTEEN-HUNDRED CONDOMINIUM" AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE TO BE A TRUE AND CORRECT MAP AND PLAN THEREOF AND DOES HEREBY COMMIT SAID LAND TO THE OPERATION OF THE OREGON CONDOMINIUM ACT AS LAND DIVIDED INTO UNITS OF COMMON INTEREST. THE PROPERTY AND IMPROVEMENTS DESCRIBED AND DEPICTED ON THE PLAN ARE SUBJECT TO PROVISIONS OF OREGON REVISED STATUTES 100.005 TO 100.025.

[Signature]
 STEVE T. EDLEMAN, MANAGING MEMBER
 IRVINGTON 1800, LLC

ACKNOWLEDGMENT

STATE OF OREGON }
 COUNTY OF CLATSOP } SS
 THIS CERTIFICATE ON THIS 13th DAY OF July 2007 BEFORE ME PERSONALLY APPEARED STEVE T. EDLEMAN, WHO BEING DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF IRVINGTON 1800, LLC AN OREGON LIMITED LIABILITY COMPANY, THAT THIS INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND THAT HE ACKNOWLEDGED TO ME THAT THE APPEARED SIGNATURE IS OF HIS OWN FREE ACT AND DEED.

[Signature]
 Christy M. Hammack, Notary Public - Oregon
 My Commission Expires 9-29-07



I CERTIFY THIS IS AN EXACT COPY OF THE ORIGINAL PLAN
 SUMMERED BY
 COMPASS ENGINEERING
 4185 S.E. INTERNATIONAL WAY
 SUITE 301
 MILWAUKEE, OREGON 97222
 PHONE: (503) 655-3055
 FAX: (503) 655-3055
 JOB NO. 06-5183 (PLAT)
 DATE OF SIGNATURE: 7/12/07
 VALID UNTIL: 12/31/2007

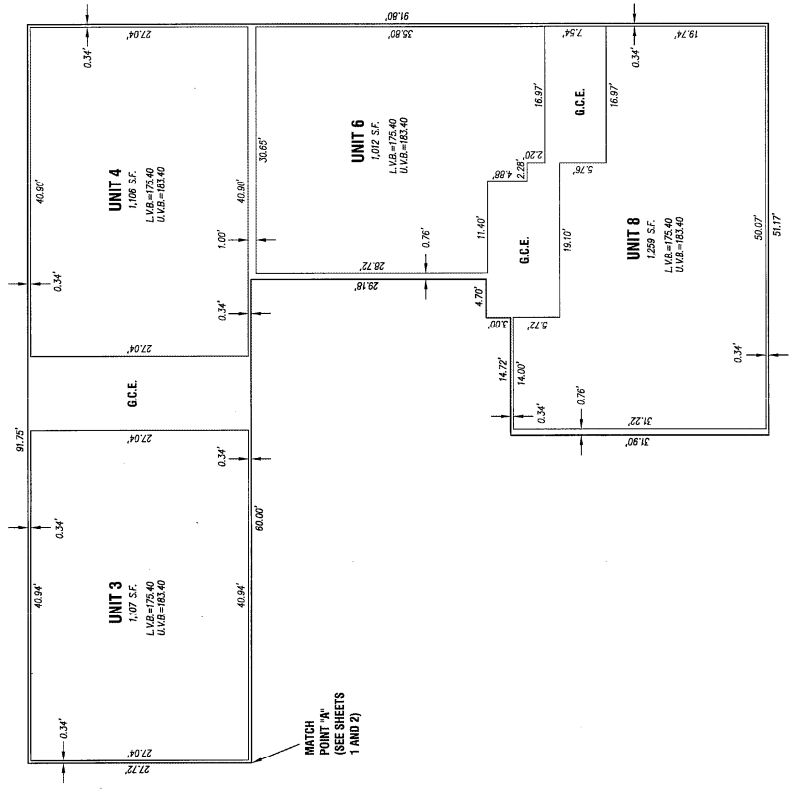
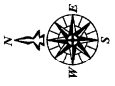
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 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

AUGUST 1, 2006 SCALE: 1" = 10'
 SHEET 3 OF 3

LEGEND

- G.C.E. DENOTES GENERAL COMMON ELEMENT
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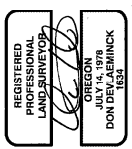
SECOND FLOOR

APPROVALS:

APPROVED THIS 7TH DAY OF SEPTEMBER, 2007
 BY: *Michael K. Fanning* - DEPUTY
 MULTNOMAH COUNTY, OREGON

ALL TAXES, FEES, ASSESSMENTS AND OTHER CHARGES AS PROVIDED
 BY ORS 100.110 HAVE BEEN PAID AS OF 09/11/07, 2007
 DIRECTOR, DIVISION OF ASSESSMENT & TAXATION
 MULTNOMAH COUNTY, OREGON
 BY: *Samuel A. Moberg*
 DEPUTY

STATE OF OREGON } SS
 COUNTY OF MULTNOMAH }
 I DO HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM PLAN WAS RECEIVED
 FOR RECORD AND RECORDED - Sect 10 - 2007
 AT 4:04 P.M. IN BOOK 12-88, ON PAGES 31-33
 COUNTY RECORDING OFFICE
 BY: *Don DeLemnick*
 DEPUTY
 DOCUMENT NO. 2007-161875



I CERTIFY THIS IS AN EXACT
 COPY OF THE ORIGINAL PLAN.
 SURVEYED BY: *REAS*
 COMPASS ENGINEERING
 4105 S.E. INTERNATIONAL WAY
 MULTNOMAH, OREGON 97222
 PHONE: (503) 653-8003
 6193PH03.dwg
 JOB NO. 06-6193 (PLAT)

DATE OF SIGNATURE: 7/12/07
 VALID UNTIL: 12/31/2007

AFTER RECORDING, RETURN TO:
J. David Zehntbauer
Dunn Carney Allen Higgins & Tongue LLP
851 S.W. Sixth Avenue, Suite 1500
Portland, Oregon 97204

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
E41 60 ATVLM
Total : 316.00
2007-161876 09/10/2007 04:04:21pm

**DECLARATION SUBMITTING
IRVINGTON EIGHTEEN-HUNDRED CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

IRVINGTON 1800, LLC

DECLARANT

60

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS	1
1.1 “Association”	1
1.2 “Bylaws”	1
1.3 “Condominium”	1
1.4 “Declarant”	1
1.5 “Declaration”	1
1.6 “Mortgage” and “Mortgagee”	1
1.7 “Owner”	1
1.8 “Plat”	2
1.9 “Unit”	2
1.10 “Incorporation by Reference”	2
ARTICLE 2 SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE	2
ARTICLE 3 NAME OF CONDOMINIUM	2
ARTICLE 4 UNITS	2
4.1 General Description of Building	2
4.2 General Description, Location and Designation of Units	2
4.3 Boundaries of Units	3
ARTICLE 5 GENERAL COMMON ELEMENTS	3
ARTICLE 6 LIMITED COMMON ELEMENTS	3
6.1 Deck	4
6.2 Porch	4
6.3 Garage	4
6.4 Storage Areas	4
6.4 Stairs	4
ARTICLE 7 ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS	4
7.1 Allocation of Undivided Interests in General Common Elements	4
7.2 Nature of Interests in Common Elements	5
ARTICLE 8 COMMON PROFITS AND EXPENSES, VOTING	5
8.1 Allocation of Common Profits	5
8.2 Initial Assessments	5

8.3	Allocation of Common Expenses.....	6
8.4	Allocation of Voting Rights.....	6
ARTICLE 9	SERVICE OF PROCESS	6
ARTICLE 10	USE OF PROPERTY	6
10.1	Use of the Units	6
10.2	Additional Restrictions on Use	6
ARTICLE 11	MAINTENANCE OF COMMON ELEMENTS	7
11.1	Responsibility for Maintenance.....	7
11.2	Cost of Maintenance.....	7
11.3	Mortgagee’s Rights Upon Failure to Maintain	7
ARTICLE 12	EASEMENTS	7
12.1	In General.....	7
12.2	Encroachments.....	7
12.3	Granting of Easements by Association	8
12.4	Right of Entry	8
ARTICLE 13	MORTGAGEES.....	8
13.1	Notice of Action.....	8
13.2	Mortgagee Exempt from Certain Restrictions	8
13.3	Subordination of Association Lien to Mortgage/Discharge of Lien upon Foreclosure	9
13.4	Professional Management.....	9
13.5	Consent of Mortgagees to Change Percentage Ownership in Common Elements	9
13.6	Consent of Mortgagees Required to Terminate Project.....	9
13.7	Limited Right of Amendment.....	9
13.8	Request for Approval of Mortgagees.....	10
13.9	Proxy Held by Mortgagee in Certain Cases.....	11
13.10	Right to Examine Documents	11
13.11	Right to Annual Reports	11
13.12	Right to Receive Written Notice of Meetings	11
13.13	List of Mortgagees	11
ARTICLE 14	ASSOCIATION OF UNIT OWNERS.....	11
14.1	Organization.....	11

14.2 **Membership, Board of Directors**12

14.3 **Powers and Duties**12

14.4 **Adoption of Bylaws**.....12

14.5 **Common Element Maintenance by the Association**.....12

ARTICLE 15 DECLARANT’S SPECIAL RIGHTS12

15.1 **Sales Office and Model**.....12

15.2 **“For Sale” Signs**.....12

15.3 **No Capital Assessments Without Consent**12

15.4 **Amendments to Declaration**12

15.5 **Declarant’s Easements**12

15.6 **Other Declarant Rights**13

15.7 **Assignment of Declarant’s Rights**13

15.8 **Expiration of Declarant’s Special Rights**13

ARTICLE 16 DISPUTE RESOLUTION13

ARTICLE 17 AMENDMENT13

17.1 **How Proposed**13

17.2 **Approval Required**14

17.3 **Recordation**14

ARTICLE 18 SEVERABILITY.....14

ARTICLE 19 APPLICABILITY14

ARTICLE 20 COSTS AND ATTORNEY FEES.....14

**DECLARATION SUBMITTING
IRVINGTON EIGHTEEN-HUNDRED CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, ORS 100.005 to 100.990 (as amended from time to time, the "Act") is made and executed this 16 day of JULY, 2007, by IRVINGTON 1800, LLC, an Oregon limited liability company (the "Declarant").

A. Declarant owns the land located in the City of Portland, Multnomah County, Oregon described in the attached Exhibit A (the "Land"), together with the improvements located on such land (the "Improvements").

B. Declarant wishes to submit the Land and Improvements to the condominium form of ownership and use in the manner provided by the Act.

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

ARTICLE 1

DEFINITIONS

When used in this Declaration the following terms shall have the following meanings:

1.1 "**Association**" means the association of unit owners established pursuant to Article 14 below.

1.2 "**Bylaws**" means the Bylaws of the Association of Unit Owners of Irvington Eighteen-Hundred Condominium adopted pursuant to section 14.4 below as the same may be amended from time to time.

1.3 "**Condominium**" means all of that property submitted to the condominium form of ownership by this Declaration.

1.4 "**Declarant**" means Irvington 1800, LLC, an Oregon limited liability company.

1.5 "**Declaration**" means this Declaration as the same may hereafter be amended.

1.6 "**Mortgage**" and "**Mortgagee**" mean, respectively, a recorded mortgage, trust deed or contract of sale which creates a lien against a unit, and the holder, beneficiary or vendor of such a mortgage, trust deed or contract of sale, but only when such holder, beneficiary, or vendor notifies the Association in writing of the existence of such mortgage and gives the current name and mailing address of such holder.

1.7 "**Owner**" means the owner or owners of a Unit, but does not include a Mortgagee unless such Mortgagee is in possession of a Unit.

1.8 “**Plat**” means the plat of Irvington Eighteen-Hundred Condominium recorded simultaneously with the recording of this Declaration.

1.9 “**Unit**” means that part of the Condominium identified in Article 4 as such and includes the Units, each as fully described in Article 4.

1.10 “**Incorporation by Reference**”. Except as otherwise provided in this Declaration, each of the terms defined in ORS 100.005 of the Act shall have the meanings set forth in such section.

ARTICLE 2

SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The property submitted to the Act by this Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The real property submitted is located in the City of Portland, Multnomah County, Oregon, and is more particularly described in the attached Exhibit A (the “Land”). The property submitted includes the Land, all buildings, improvements and structures, all easements, and rights and appurtenances located on, belonging to or used in connection with the Land.

ARTICLE 3

NAME OF CONDOMINIUM

The name by which the Condominium shall be known is “Irvington Eighteen-Hundred Condominium.”

ARTICLE 4

UNITS

4.1 **General Description of Building.** The Land contains one residential building with three levels, the ground floor (basement), first floor, and second floor (the “Building”). The Building is of wood frame construction on concrete foundation below with brick and cedar siding and a composition shingle roof.

4.2 **General Description, Location and Designation of Units.** The Condominium consists of ten (10) residential units (each a “Unit” and together, the “Units”). The vertical and horizontal boundaries and dimensions, designation and location of each Unit are shown on the Plat, which is made a part of this Declaration as if fully set forth herein. The designation and approximate area of each Unit is set forth below:

<u>Unit</u>	<u>Area (sq. ft.)</u>
1	1,062
2	1,061
3	1,107

4	1,106
5	997
6	1,012
7	1,224
8	1,259
9	1,044
10	639

4.3 **Boundaries of Units.** The Units shall each be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and shall include all furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. In addition, the Units shall include all spaces, nonbearing interior partitions, and all other fixtures and improvements within the boundaries of the unit and the outlet of all utility and communications service lines, including but not limited to electricity, water, sewer, gas, hot and cold water, heating, air conditioning, cable television and telephone, within the boundaries of the Unit, but does not include any part of such lines or ducts themselves.

ARTICLE 5

GENERAL COMMON ELEMENTS

The general common elements consist of all portions of the Condominium not part of a Unit or a limited common element (the “General Common Elements”), including but not limited to the following:

- 5.1 The Land, including any landscaping (if any) and courtyard area;
- 5.2 The foundation, columns, girders, beams, supports, bearing walls, main walls and roof of the Building;
- 5.3 The basement and boiler room, including the oil tank.
- 5.4 Installations of central services, such as power, light, gas, hot and cold water, heating, air conditioning, and waste disposal, cable television, intercom system, and security including up to the outlets within any Units;
- 5.5 All other elements of the Building and the Condominium necessary or convenient to its existence, maintenance and safety, or normally in common use, except as may be expressly designated in this Declaration as part of a Unit or a limited common element.

ARTICLE 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 **Deck**. The deck which adjoins Unit 9 is a limited common element appertaining to Unit 9 as shown on the Plat.

6.2 **Porch**. The porch which adjoins Unit 10 is a limited common element appertaining to Unit 10 as shown on the Plat.

6.3 **Garage**. Each of the garage areas is a limited common element appertaining to the Unit as shown on the Plat and as follows:

<u>Unit</u>	<u>L.C.E.</u>
1	G-1
2	G-2
3	G-3
4	G-4
5	G-5
6	G-6
7	G-7
8	G-8
9	G-9
10	G-10

6.4 **Storage Areas**. Each of the storage areas is a limited common element appertaining to the Unit as shown on the Plat and as follows:

<u>Unit</u>	<u>L.C.E.</u>
1	S-1
2	S-2
3	S-3
4	S-4
5	S-5
6	S-6
7	S-7
8	S-8
9	S-9
10	S-10

6.4 **Stairs**. The stairs which access Unit 9 are a limited common element appertaining to Unit 9 as shown on the Plat.

ARTICLE 7

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

7.1 **Allocation of Undivided Interests in General Common Elements**. Each Unit will be entitled to an undivided interest in the General Common Elements as follows:

<u>Unit</u>	<u>Percentage Interest In General Common Elements</u>
1	10.10
2	10.09
3	10.53
4	10.52
5	9.49
6	9.63
7	11.65
8	11.98
9	9.93
10	6.08

The allocation to each Unit of an undivided interest in the General Common Elements was determined by dividing the total square footage of all Units into the floor space of each respective Unit.

7.2 **Nature of Interests in Common Elements.** Each Unit's interest in the common elements, both general and limited, shall be inseparable from the Unit and any conveyance, encumbrance, judicial sale, or other transfer, voluntary or involuntary, of an undivided interest in the common elements shall be void unless the Unit to which that interest is allocated is also transferred.

ARTICLE 8

COMMON PROFITS AND EXPENSES, VOTING

8.1 **Allocation of Common Profits.** The common profits of the Condominium shall be allocated to the Owner of each Unit according to their interests set forth in Section 7.1. As used in this Declaration, "common profits" means profits arising from the General Common Elements. Except upon termination of the Condominium or as otherwise provided in the Bylaws with respect to damage, destruction or condemnation, any such common profits shall be used solely for the purpose of maintaining, repairing and replacing the General Common Elements or for other expenses or reserves of the Association.

8.2 **Initial Assessments** At closing, each initial purchaser of a Unit from the Declarant, must pay an amount equal to two months of the annual assessment attributable to the Unit being purchased as an initial contribution to the association working capital, together with an advance payment of the monthly assessment of the first full month following the date of closing, and a prorated assessment for the balance of the month during which closing occurs. Declarant will pay the amount of any reserve assessments that have accrued since the closing of the first sale of a Unit in the Condominium to the reserve fund of the Condominium.

8.3 **Allocation of Common Expenses.** The common expenses, including reserves for such expenses, of the Condominium shall be allocated to the Owner of each Unit as follows:

(a) All expenses of operating, maintaining, repairing or replacing any part of a Unit or a limited common element appertaining exclusively to such Unit shall be paid by the Owner of such Unit.

(b) All expenses of operating, maintaining, repairing, or replacing any part of the General Common Elements shall be allocated to the Owners according to their interests as set forth in section 7.1.

(c) All costs of using, maintaining, repairing or replacing any utilities or utility lines or services which serve only one Unit or which lie within the boundaries of one Unit shall be paid by the Owner of such Unit.

(d) Any taxes assessed against the Condominium not included in each Unit's ad valorem real property taxes and assessments shall be allocated among the Units on the basis of the relative valuation of the Units for ad valorem real property taxes.

8.4 **Allocation of Voting Rights.** The Owner of the Units shall be entitled to one vote per Unit. "Majority" or "Majority of Unit Owners" shall mean the Owners of more than 50 percent of the voting rights allocated to the Units by this Declaration. The exercise of voting rights shall be controlled by Article 4 of the Bylaws.

ARTICLE 9

SERVICE OF PROCESS

The designated agent to receive service of process in cases provided in subsection (1) of ORS 100.550 is named in the Condominium Information Report which has been filed in accordance with ORS 100.250(l)(a).

ARTICLE 10

USE OF PROPERTY

10.1 **Use of the Units.** The Units may be used for single family residential purposes on an ownership, rental or lease basis, provided that leases of Units shall be in writing. The Units may be used for social, recreational and other reasonable activities normally incident to such use, including use as a "home office" or similar use, subject to certain limitations as specified in the Bylaws. Units may not be used exclusively for office use even if the use would comply with its home office restrictions and may not be used for a Prohibited Use. Timesharing of Units or any other use of Units not specifically allowed in this Declaration is prohibited.

10.2 **Additional Restrictions on Use.** Additional restrictions, limitations, and rules regarding the use of each Unit are contained in the Bylaws and any rules and regulations adopted pursuant to the Bylaws. Each Unit Owner shall be bound by each of such documents.

ARTICLE 11

MAINTENANCE OF COMMON ELEMENTS

11.1 **Responsibility for Maintenance.** Except as otherwise provided in this Declaration, the Association shall perform or cause to be performed the necessary work to maintain, repair or replace any common elements, both general and limited, and shall carry out such duties as provided in the Bylaws. The maintenance, repair and replacement of any part of a Unit shall be the responsibility of the Owner of the Unit.

11.2 **Cost of Maintenance.** All costs and expenses of operating, maintaining, repairing, or replacing a limited common element appertaining to a Unit or Units shall be promptly reimbursed to the Association by the Owner of such Unit or Units as provided in section 8.3(a).

11.3 **Mortgagee's Rights Upon Failure to Maintain.** If a mortgagee 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, at its option, may give a notice to the board of directors by delivering same to the registered agent, setting forth the particular defect which 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, upon written notice to the registered agent that it is exercising its proxy rights, 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 and in which a defect exists as to the maintenance and repair of the unit on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.

ARTICLE 12

EASEMENTS

12.1 **In General.** Each Unit and all the common elements are specifically subject to easements as required for the electrical wiring and plumbing for each Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common elements reserved by law. Each Unit Owner has an unrestricted right of ingress and egress to its Unit. This right is perpetual and passes with the ownership of the Unit.

12.2 **Encroachments.** Each Unit has an easement over the other Units and common elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units and common elements so long as the encroachments shall exist, and the rights and obligations of owners shall not be altered in any way by the encroachment. This provision does not relieve a Unit Owner of liability in the case of willful misconduct of the Unit Owner, or relieve Declarant or any contractor, subcontractor or materialman from any liability as a result of

failure to adhere to the Plat. The encroachments described in this section 12.2 shall not be construed to be encumbrances affecting the marketability of title to any Unit.

12.3 **Granting of Easements by Association.** The Association, upon prior approval of a Majority of Unit Owners, may grant, execute, acknowledge, deliver and record on behalf of the Unit Owners leases in excess of two years, easements, rights-of-way, licenses, and similar interests affecting the common elements and consent to vacation of roadways within and adjacent to the Condominium. Any such instrument shall be executed by the chairman and secretary of the Association. No such interest may be granted with regard to a limited common element unless the Owners and mortgagees of the Units having the right to use such limited common element consent to and join in the instrument granting the interest.

12.4 **Right of Entry.** The board of directors of the Association, managing agent, manager or any other person authorized by the board of directors shall have the right to enter any Unit in the case of an emergency originating in or threatening such Unit or other Condominium property, whether or not the Owner is present at the time. Such persons shall also have the right to enter any Unit for the purpose of performing installations, alterations or repairs to any general common element and for the purpose of inspection to verify that the Unit Owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner.

ARTICLE 13

MORTGAGEES

13.1 **Notice of Action.** Upon written request to the Association identifying the name and address of the Mortgagee, and the Unit number or address, any Mortgagee will be entitled to timely notice of:

13.1.1 Any condemnation loss or any casualty loss that affects a material portion of the Condominium or any Unit on which there is a mortgage held, insured, or guaranteed by such Mortgagee;

13.1.2 Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a mortgage held, insured, or guaranteed by such Mortgagee, which remains uncured for a period of 60 days;

13.1.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

13.1.4 Any proposed action that would require the consent of a specified portion of Mortgagees as set forth in this section 13.

13.2 **Mortgagee Exempt from Certain Restrictions.** Any mortgagee that comes into possession of the Unit pursuant to the remedies provided in the Mortgage, or foreclosure of the

Mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any “right of first refusal” or other restriction on the sale or rental of the mortgaged Unit, including but not limited to, restrictions on the age of Unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the Unit.

13.3 Subordination of Association Lien to Mortgage/Discharge of Lien upon Foreclosure. The lien of the Association shall be subordinate to any mortgage. Any mortgagee that comes into possession of the Unit pursuant to the remedies provided in the mortgage, by foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit that accrue prior to the time such mortgagee comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit).

13.4 Professional Management. After the Turnover Meeting (as described in Section 3 of the Bylaws), upon written request of the mortgagees holding at least 51% of the mortgages on Units in the condominium, the board of directors shall employ a professional manager to manage the affairs of the Association. Any agreement for professional management shall provide that the management contract may be terminated without cause on 30 days’ written notice. After such mortgagees’ request, the Association may not terminate professional management and assume self-management of the condominium without the prior written approval of the mortgagees holding 51% of the mortgages on Units in the condominium. Additionally, if professional management has previously been required by any mortgagee, any such decision to establish self-management shall require prior consent of the owners of Units to which 75% of the votes in the Association are allocated.

13.5 Consent of Mortgagees to Change Percentage Ownership in Common Elements. The Owners may not reallocate the percentage interest in the common elements attributable to any Unit without prior approval of mortgagees holding 51% of the mortgages on Units in respect to which the percentage ownership is proposed to be altered. Nothing in this section 13.5 shall be construed to give the Owners, the Association, or the board of directors any specific authority to alter such percentage ownership, and if any attempt is made to do so, full compliance shall be made with this Declaration, any applicable supplemental condominium declaration, the bylaws, and the Oregon Condominium Act.

13.6 Consent of Mortgagees Required to Terminate Project. Except with respect to termination of the Condominium as a result of destruction, damage, or condemnation, any termination of the Condominium shall require the approval of mortgagees holding 75% of the mortgages on Units in the Condominium. Additionally, any such terminations shall be carried out by the Owners pursuant to provisions of the Declaration, any applicable supplemental Condominium Declaration, Bylaws, and the Oregon Condominium Act, and only after vote of the Owners as provided therein.

13.7 Limited Right of Amendment. Except upon the approval of mortgagees who hold 51% of the mortgages on Units in the Condominium, no amendments may be made to the

Declaration or Bylaws which add to or amend any material provision of the Declaration or Bylaws which establish, provide for, govern, or regulate any of the following:

- 13.7.1 Voting;
- 13.7.2 Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or subordination of liens;
- 13.7.3 Reductions in reserves for maintenance, repair, and replacement of the common elements (or Units, if applicable);
- 13.7.4 Insurance or fidelity insurance requirements;
- 13.7.5 Rights to use of the common elements;
- 13.7.6 Responsibility for maintenance and repair of the several portions of the Condominium;
- 13.7.7 Redefinition of the boundaries of any Unit;
- 13.7.8 Reallocation of the interests in the general or limited common elements or rights to their use;
- 13.7.9 Convertibility of Units into common elements, or of common elements into Units;
- 13.7.10 Imposition of any restrictions on the leasing of Units;
- 13.7.11 Imposition of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer, or otherwise convey his or her Unit;
- 13.7.12 Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than specified herein; and
- 13.7.13 Any provisions that are for the express benefit of mortgagees.

The provisions of this paragraph are intended only to be a limitation on the right of the Owners, board of directors, and Association to amend the Declaration and Bylaws, and are not intended to give any such parties any specific rights to effect any amendments. Any such amendments to the Declaration or Bylaws shall be made only upon full compliance with the provisions of the Declaration or Bylaws of the Condominium and the Oregon Condominium Act relating to the procedure and percentage of votes required for such amendment. An addition or amendment to the Declaration or Bylaws shall not be considered material so as to require the consent or approval of mortgagees, if it is for the purpose of correcting technical errors or if it is for clarification only.

13.8 **Request for Approval of Mortgagees.** Any mortgagee who receives a written request to approve additions or amendments to the Declaration or Bylaws, or to any other action

to be taken by the board of directors, Association, or Unit owners, shall be considered to have given such approval unless a negative response is delivered or posted by such mortgagee within 30 days after such request is received, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

13.9 **Proxy Held by Mortgagee in Certain Cases.** A mortgagee may attend a meeting of the Association of Unit owners and may cast the vote of the mortgagor of that Unit for the purpose of voting to paint or otherwise maintain the common elements, including the imposition of any special assessment necessary to pay the cost of such painting or repair; provided, however, that such right shall arise only in the event the mortgagee reasonably believes that the Association of Unit owners has failed to maintain the common elements in sufficient manner to prevent excessive wear and tear.

13.10 **Right to Examine Documents.** The Association shall make available to Unit Owners and lenders and to mortgagees current copies of the Declaration, Bylaws, other rules concerning the Condominium, and the books, records, and financial statements of the Association. The Association shall have the right to impose a reasonable charge for any copies requested by owners, lenders, and mortgagees.

13.11 **Right to Annual Reports.** Any holder of a mortgage on a Unit in the Condominium shall be entitled to have an audited financial statement prepared at their expense if such statement is not otherwise available. The Association, its officers and directors, and manager (if any), shall cooperate with such mortgage holder and their auditors to facilitate the necessary auditing and review process. Such financial statement shall be furnished within a reasonable time following request.

13.12 **Right to Receive Written Notice of Meetings.** Upon request, the Association shall give all mortgagees written notice of all meetings of the Association, and such mortgagees shall be permitted to designate a representative to attend all such meetings.

13.13 **List of Mortgagees.** The Association shall maintain at all times a list of mortgagees, their names, addresses, the Units and mortgagors affected, and the matters with respect to which such mortgagees have requested notice, provided that such information has been furnished to the Association by the owners or their mortgagees.

ARTICLE 14

ASSOCIATION OF UNIT OWNERS

14.1 **Organization.** Upon the recording of this Declaration an association of Unit Owners shall be organized to serve as a means through which the Unit Owners may take action with regard to the administration, management and operation of the Condominium. The name of this association shall be "Irvington Eighteen-Hundred Condominium Owners Association," and the Association shall be an Oregon nonprofit corporation.

14.2 **Membership, Board of Directors.** Each Owner of a Unit shall be a member of the Association. The affairs of the Association shall be governed by a board of directors as provided in the Bylaws.

14.3 **Powers and Duties.** The Association shall have such powers and duties as may be granted to it by the Act, including each of the powers set forth in ORS 100.405(4), together with such additional powers and duties afforded it by this Declaration or the Bylaws.

14.4 **Adoption of Bylaws.** Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association, which Bylaws are attached hereto as **Exhibit B.**

14.5 **Common Element Maintenance by the Association.** The Association shall maintain all common elements, both general and limited, in a clean and attractive manner. Should the Association fail to do so, Declarant may perform such maintenance at the expense of the Association until the expiration of Declarant's special rights reserved in Article 15.

ARTICLE 15

DECLARANT'S SPECIAL RIGHTS

Declarant shall have the following special rights:

15.1 **Sales Office and Model.** Declarant shall have the right to maintain sales offices and/or sales models in one or more of the Units which Declarant owns. Declarant and their agents and prospective purchasers shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

15.2 **"For Sale" Signs.** Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Condominium property.

15.3 **No Capital Assessments Without Consent.** Neither the Association nor the board of directors shall make any assessments for new construction, acquisition, or otherwise without the prior written consent of Declarant, as long as Declarant owns the greater of two units or 20 percent of the voting rights as allocated in this Declaration. Nothing contained in this section 15.3 shall be construed as a limitation on Declarant's obligation to pay assessments for common expenses on Units owned by Declarant pursuant to requirements of the Act.

15.4 **Amendments to Declaration.** No amendment to the Declaration shall be effective unless and until Declarant consents in writing to such amendment.

15.5 **Declarant's Easements.** Declarant, its agents, and employees shall have an easement on and over the common elements for the completion of any portion of the Condominium, including the furnishing and decoration of any unit, sales office, or model and the right to store materials on the common elements at reasonable places and for reasonable lengths of time. Additionally, Declarant shall have an easement for the purpose of carrying out sales and rental activities necessary or convenient for the sale or rental of units, including, without

limitation, the right to use the units owned by Declarant as model units and the right to use a unit as a sales office (as set forth in Section 15.1 above), and for the purpose of discharging any other obligation of Declarant or exercising any other special Declarant right, whether arising under the Oregon Condominium Act or reserved in this Declaration or the Bylaws. For a period of ten (10) years following recording of this Declaration, Declarant and Declarant's members, managers, and affiliates, and their successors, agents and designees, shall have a right to inspect the common elements of the Condominium and the Association's records regarding inspections and maintenance of the Condominium.

15.6 **Other Declarant Rights.** The rights reserved to Declarant in this Article 15 shall in no way limit any other special declarant rights that Declarant may have, whether pursuant to the Act or otherwise. Upon the expiration of any or all special declarant rights, Declarant will have the same rights as any other Owner in the Condominium in respect to such ownership.

15.7 **Assignment of Declarant's Rights.** Declarant shall have the right to assign any and all of its rights, including without limitation Declarant's special rights as set forth in Article 15 hereof, or to share such rights with one or more other persons exclusively, simultaneously, or consecutively.

15.8 **Expiration of Declarant's Special Rights.** Unless otherwise provided, Declarant's special rights reserved in this Article 15 shall expire upon the earlier to occur of: (i) conveyance by Declarant of 75 percent of the Units to persons other than Declarant; and (ii) three years after the date of conveyance of the first Unit in the Condominium.

ARTICLE 16

DISPUTE RESOLUTION

All disputes arising from this Declaration shall be settled by binding arbitration in the City of Portland, Oregon, in accordance with the then current commercial arbitration rules of the Arbitration Service of Portland, or its successor, by one neutral arbitrator appointed in the manner provided for in said rules which arbitrator shall have experience in the management and operation of mixed use projects. All parties shall be entitled to limited discovery as permitted by the arbitrator and in compliance with Oregon law governing the same. The arbitrator shall not have the power to amend this Declaration or to substitute his/her judgment for the judgment of a party, but may determine whether a party is acting reasonably if a party is bound to act reasonably by this Declaration. The arbitrator shall order a schedule for completion of arbitration that is reasonable to expeditiously resolve the issue presented.

ARTICLE 17

AMENDMENT

17.1 **How Proposed.** Amendments to the Declaration shall be proposed by either a member of the board of directors or by a Unit Owner. 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 or attached to any request for consent to the amendment.

17.2 **Approval Required.** Except as may otherwise be provided in this Declaration or by the Act, this Declaration may be amended if such amendment is approved by Unit Owners holding 68 percent or more of the voting rights as otherwise set forth in this Declaration; provided that an amendment may not change the allocation of undivided interests in the general common elements, the method of determining liability for common expenses, the method of determining the right to common profits, or the method of determining voting rights of any Unit unless such amendment has been approved by the Owners of the affected Units; and provided further that no amendment to this Declaration reducing or eliminating the right of any mortgagee shall be made without the prior written consent of all such mortgagees; and provided further that no amendment to this Declaration changing a “Prohibited Use” shall be made without the prior written consent of the holders of 100% of the voting rights.

17.3 **Recordation.** The amendment shall be effective upon recordation in the Deed Records of Multnomah County, Oregon, of the Declaration as amended or of the amendment thereto, certified to by the chairman and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Act, and approved by the county assessor and the Real Estate Commissioner if such approvals are required by the Act.

ARTICLE 18

SEVERABILITY

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

ARTICLE 19

APPLICABILITY

Each Unit Owner, including the Declarant as to any unconveyed Unit, shall be subject to all of the rights and duties assigned to Unit Owners under the terms of the Declaration and Bylaws.

ARTICLE 20

COSTS AND ATTORNEY FEES

In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms and provisions of this Declaration (as amended or supplemented), the Bylaws (as amended), rules and regulations adopted under the Bylaws, or the Act, the prevailing party is entitled to recover the cost of the proceedings and such reasonable attorney fees as may be determined by the trial court in any trial or by the appellate court in any appeal. In addition, the Association is entitled to recover costs and attorney fees incurred by it to collect delinquent assessments or fines, or to enforce the terms of the Declaration, Articles of Incorporation,

Bylaws or any rules or regulations promulgated thereunder whether or not any collection or foreclosure action or suit is filed.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first set forth above.

DECLARANT:

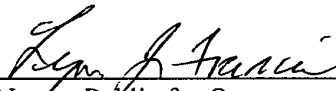
IRVINGTON 1800, LLC, an Oregon limited liability company

By: 
Steve T. Edelman, Managing Member

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this ____ day of July, 2007, by Steve T. Edelman, Managing Member of Irvington 1800, LLC, an Oregon limited Liability company, on behalf of the company.



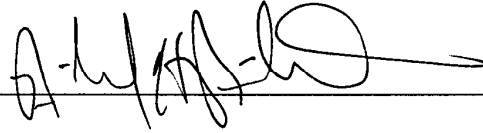

Notary Public for Oregon
My commission expires: 12/18/09

ASSESSOR AND TAX COLLECTOR

The foregoing Declaration is approved this 7th day of September, 2007.

**ASSESSOR AND TAX COLLECTOR
FOR MULTNOMAH COUNTY**

By: _____



REAL ESTATE COMMISSIONER

The foregoing Declaration is approved pursuant to ORS 100.100 this 5th day of September, 2007, and in accordance with ORS 100.110(7), this approval shall automatically expire if this Declaration is not recorded within two years from this date.

Real Estate Commissioner

By: _____


Laurie Skillman

EXHIBIT A

The Land

LOTS 7 AND 8, BLOCK 13, "JOHN IRVINGS 1ST ADDITION TO EAST PORTLAND" (BOOK 1, PAGE 76, MULTNOMAH COUNTY PLAT RECORDS), LOCATED IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, THE BOUNDARIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INITIAL POINT, A 1-1/8 INCH DIAMETER BRASS CAP MONUMENT STAMPED "COMPASS ENGR." FOUND AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE ALONG THE WEST LINE OF SAID LOT 8 (BEING ALSO THE EAST RIGHT OF WAY LINE OF N.E. 17TH AVENUE) NORTH 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE ALONG THE NORTH LINE OF SAID LOTS 7 AND 8, EAST 99.88 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE EAST LINE OF SAID LOT 7, SOUTH 100.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE SOUTH LINE OF SAID LOTS 7 AND 8 (BEING ALSO THE NORTH RIGHT OF WAY LINE OF N.E. SCHUYLER STREET) WEST 99.88 FEET TO THE INITIAL POINT.

CONTAINS 9,988 SQUARE FEET.

EXHIBIT B

Bylaws

EXHIBIT B

BYLAWS
OF
IRVINGTON EIGHTEEN-HUNDRED CONDOMINIUM
OWNERS ASSOCIATION

TABLE OF CONTENTS

	Page
1. DEFINITIONS.....	1
2. ORGANIZATION OF ASSOCIATION.....	2
3. UNIT OWNERS' MEETINGS.....	2
4. BOARD OF DIRECTORS.....	5
5. OFFICERS.....	11
6. FINANCIAL RECORDS.....	13
7. CONTRACTS.....	14
8. LOANS.....	14
9. CHECKS, DRAFTS, AND VOUCHERS.....	14
10. DEPOSITS.....	15
11. RESERVE STUDY.....	15
12. TAX RETURNS.....	16
13. COMMON EXPENSES.....	16
14. RESERVE ACCOUNT.....	17
15. COLLECTION OF UNIT OWNERS' SHARES OF COMMON EXPENSES.....	17
16. INSURANCE.....	19
17. INDEMNIFICATION OF DIRECTORS AND OFFICERS.....	25
18. MAINTENANCE.....	26
19. REPAIR AND MAINTENANCE.....	27
20. COLLECTION FROM TENANTS.....	28
21. COMPLIANCE.....	29
22. LIMITS ON USE OF UNITS AND COMMON ELEMENTS.....	30
23. STATEMENT OF PURPOSES, USE, AND RESTRICTIONS.....	30
24. DISPUTE RESOLUTION.....	31
25. AMENDMENTS.....	34

**BYLAWS OF
IRVINGTON EIGHTEEN-HUNDRED CONDOMINIUM
OWNERS ASSOCIATION**

Whereas, Irvington 1800, LLC, an Oregon limited liability company (hereinafter referred to as “Declarant”), is the owner of certain real property in Multnomah County, Oregon, and

Whereas, these Bylaws relate to that certain Declaration titled Declaration Submitting Irvington Eighteen-Hundred Condominium to Condominium Ownership recorded on _____ in the real property records of Multnomah County, Oregon in Book _____, Page _____ (the “Declaration”) submitting land, buildings, improvement, structures thereon, and all easements, rights, and appurtenances belonging thereon together with all improvements constructed thereon (hereinafter referred to as the “Condominium”), to the provisions, restrictions, and limitations of the Oregon Condominium Act, ORS 100.005 through ORS 100.910 (as amended from time to time, the “Act”),

Now, Therefore, Declarant approves and adopts these Bylaws that shall govern the operation of the Condominium and annexes the same to the Declaration. These Bylaws shall run with the land and shall be binding on and for the benefit of Declarant and its successors and assigns, acting as the present Association of Unit Owners, and its successors and assigns, and on all subsequent Unit owners, and their mortgagees, tenants, occupants, employees, and others who may use the Condominium.

1. **DEFINITIONS.**

As used in these Bylaws, the terms:

A. **Association.** “**Association**” means the Irvington Eighteen-Hundred Condominium Owners Association, an Oregon nonprofit corporation.

B. Majority of the Unit Owners. “Majority of the Unit Owners” means the owners of more than 50 percent of the voting rights as provided in the Declaration. Whenever a percentage of the Unit owners is specified, percentage means a percentage of voting rights.

All other capitalized terms not defined herein shall have the meaning assigned in the Declaration.

2. **ORGANIZATION OF ASSOCIATION.**

The initial meeting of the Association shall be held within 30 days following the recording of these Bylaws. Declarant shall give at least 10 but not more than 50 days’ written notice of the initial meeting to all persons who are Unit owners on the date of mailing of the notice.

3. **UNIT OWNERS’ MEETINGS.**

A. Turnover Meeting. No later than 90 days after the expiration of the period of Declarant’s control of the Association reserved in Article 15 of the Declaration, Declarant shall call a turnover meeting. Declarant shall give notice to each Unit owner at least 10 but not more than 50 days prior to the meeting. The notice shall state the purpose of the meeting and the time and place at which the meeting is to be held. At the turnover meeting:

(i) Declarant shall relinquish control of the administration of the Association and the Unit owners shall assume the control.

(ii) The Unit owners shall elect a board of directors (the “Board”) as provided in section 4.B of these Bylaws, and

(iii) Declarant shall deliver to the Association all relevant business records of the Association, including without limitation records relating to the reserve

account described in Section 14, and any other information required by the Act to be delivered.

If Declarant fails to call the turnover meeting within the time specified above, the meeting may be called and notice given by any Unit owner or any first mortgagee of a Unit.

B. Annual Meetings. The annual meetings of the Association shall be held on the first Saturday in November of each year. At such meetings, the Association shall, by ballot, elect directors and transact such other business as may come before the meeting. If the election of directors shall not be held on the date designated herein for any annual meeting of the Unit owners or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Association as soon thereafter as conveniently may be, not more than 60 days after said time, by proper notice designating the meeting as the annual meeting.

C. Special Meetings. Special meetings of the Association for any purpose or purposes may be called by the Chairperson or a majority of the Board and shall be called by the Chairperson at the written request of not less than 50 percent of the Unit owners entitled to vote at the meeting.

D. Open Meetings. As set forth in Section 24.A(v) of this Declaration, all meetings of the Unit owners shall be open to the Declarant or representative of Declarant, for a period of ten years following the recording of the Declaration.

E. Place of Meeting. Such place as the Board may designate shall be the place of meeting for all annual and special meetings of the Unit owners.

F. Notice of Meeting. Written or printed notice stating the place, date, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 50 days before the date of the

meeting, either personally or by mail, by or at the discretion of the Chairperson, the Secretary, or the officer or persons calling the meeting, to each Unit owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Unit owner at his last known address on the records of the Association, with postage thereon prepaid.

G. Quorum and Voting of Unit Owners. At any meeting of the Association, Unit owners owning more than 50 percent of the voting rights, present in person or by proxy, shall constitute a quorum; and the concurring vote of a majority of such Unit owners present and constituting a quorum shall be valid and binding upon the Association, except as otherwise provided by law, these Bylaws, or the Declaration. If less than 50 percent of the voting rights are represented at a meeting, a Majority of the Unit Owners represented may adjourn a meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noted. The Unit owners present at a duly organized meeting may continue to transact business until adjournment, notwithstanding withdrawals of enough Unit owners to leave less than a quorum.

If a voting owner owns or represents more than one Unit, he or she shall have votes corresponding with each Unit which he or she owns or represents. In the event the owner or owners have pledged their votes regarding special matters to a mortgagee under a duly recorded mortgage and notice thereof has been given to the Secretary or Manager of the Association, only the vote of the mortgagee will be recognized in regard to the special matters upon which the votes are so pledged.

An administrator, executor, 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 or her in such capacity, whether or not same shall have been transferred to his name; provided that he or she shall satisfy the Secretary that he or she is the executor, administrator, guardian, or trustee holding such Unit in such capacity. Whenever any Unit is owned by two or more persons jointly, according to the records of the Association, a vote thereof may be exercised by any one of the owners then present, in the absence of protest by a co-owner unless a valid court order establishes the authority of a co-owner to vote. In the event of protest by a co-owner or a valid court order establishing the authority of a co-owner to vote, the vote shall be divided by the number of co-owners, and each co-owner shall cast an equal fractional vote.

H. Proxies. At all meetings of the Unit owners, a Unit owner may vote by proxy executed in writing by the Unit owner or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting, shall be dated, and shall not purport to be revocable without notice.

4. **BOARD OF DIRECTORS.**

A. Appointment, Number, and Term. The number of directors of the Association shall be three. The initial term of office for each director shall be three years. At the expiration of the initial term of office of each director, a successor shall be appointed to a term of three years. Any director, other than the initial directors, must be a Unit owner.

B. Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and Association property, except such powers and duties as by law or by the Declaration or by these Bylaws may not be

delegated to the Board by the Unit owners. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep, maintenance, repair, and replacement of the general and limited common elements and Association property and payment for the expense thereof.

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

(c) Preparation and adoption of budgets, preparation, review, update of reserve studies and maintenance plans, and assessment and collection of the common expenses, all in accordance with the provisions of these Bylaws.

(d) Employment and dismissal of such personnel as necessary 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. To the extent required by the Act, the Board shall notify the owners prior to instituting litigation or administrative proceedings, and shall comply with the dispute resolution procedures set forth in ORS 100.405(11). With regard to any pending litigation involving the Association, the Board shall periodically report to the Unit owners as to the status (including settlement offers), progress, and method of funding such litigation. Nothing in this paragraph shall be construed as requiring the Board to disclose any privileged communication between the Association and its counsel.

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

(g) Preparation and distribution of annual financial statements in accordance with these Bylaws and annual preparation and filing of all required income tax returns or forms for the Association.

(h) Preparation, adoption, and enforcement of rules and regulations for use of the common elements.

(i) Maintenance of a current mailing address in the name of the Association.

(j) Maintenance of the information required to enable the Association to comply with ORS 100.480(7).

(k) 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.

(l) Making additions and improvements to, or alterations of, the common elements.

(m) Modifying, removing, or eliminating all or any portion of any common element landscaping.

(n) Designating one or more committees which shall report to the Board and may make recommendations to the Board. At least one member of each committee shall be a member of the Board.

(o) Enforcement by legal means of the provisions of the Act, the Declaration, these Bylaws, and any rules and regulations adopted hereunder.

(p) Imposition of reasonable fines for violations of the Declaration, these Bylaws, or the rules and regulations of the Association after giving written notice and an

opportunity to be heard as to the violation, provided that the fine is based on a resolution adopted by the Board and a copy of such violation is delivered to each Unit.

(q) The filing of an Annual Report and any amendment in accordance with ORS 100.250.

C. **Regular Meetings.** A regular meeting of the Board shall be held without notice other than this Bylaw immediately after and at the same place as the annual meeting of Unit owners. The Board may provide by resolution the time and place for the holding of additional regular meetings without notice other than such resolution. The initial organization meeting shall be held immediately following the organization meeting of the Association. Until the initial meeting of the Board, its rights, duties, and functions shall be exercised by Declarant.

D. **Special Meetings.** Special meetings of the Board may be called by or at the request of the Chairperson of the Board or any one director. The person or persons authorized to call special meetings of the Board may fix the place for holding any special meeting called by them.

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

If at any time a majority of the Units are occupied as principal residences, notice of meetings shall be posted at a place on the Condominium at least three days prior to the meeting.

F. Quorum of Directors. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. Each director shall have one vote.

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

H. Vacancies on Board of Directors. Any vacancy occurring on the Board may be filled by the affirmative vote of a majority of the remaining directors even if there exists less than a quorum of the Board. A director elected to fill a vacancy shall be elected for the unexpired term of predecessor in office. Any directorship to be filled by reason of an increase in the number of directors or by reason of the removal of one or more directors shall be filled by election at an annual meeting or at a special meeting of the Unit owners called for that purpose.

I. Presumption of Assent. A director who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

J. Removal of Directors. Any director may be removed with or without cause at a meeting expressly called for that purpose by vote of a majority of the Unit owners

entitled to vote at an election of directors. Any director who ceases to be a Unit owner shall cease to be a director.

K. Reimbursement of Directors. The directors shall not receive compensation but shall be reimbursed for their reasonable expenses related to attendance at meetings of the directors.

L. Directors May Engage Manager. The Board may retain the services of an individual or firm to act as Manager or Managing Agent to manage the affairs of the Association and may employ, or instruct such Manager or Managing Agent to employ, such other persons as may be necessary from time to time for the maintenance, upkeep, and repair of the common elements, provided that such persons shall, if required by any applicable regulations, be licensed with the Oregon Real Estate Agency. All such agreements shall provide for a term of not more than three years and may be terminated, with or without cause, upon 90 days' notice to all parties affected.

M. Directors to Adopt Administrative Rules and Regulations. The administrative rules and regulations shall be adopted by Declarant and shall be binding as though they are a part hereof.

The Board shall have the power to amend such administrative rules and regulations as may be necessary or desirable to govern the details of the operation and use of the Units and common elements, including such rules as are desirable to prevent unreasonable interference with the use of their respective Units and of the common elements by the several Unit owners.

N. Attendance by Unit Owners. All meetings of the Board of the Association shall be open to Unit owners except, at the discretion of the Board, certain matters

may be discussed in executive session as permitted under ORS 100.420(1) in accordance with the provisions of that statute.

5. **OFFICERS.**

A. **Number.** The officers of the Association shall be a Chairperson, a Secretary, and a Treasurer, each of whom shall be elected by the Board. There must be at least two officers holding the three offices, but two offices may be held by the same person. Officers shall not be required to be Unit owners.

B. **Election and Term of Office.** The officers shall be elected annually by the Board at the first meeting of the Board held after each annual meeting of the Unit owners. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he or she shall resign or shall have been removed in the manner herein provided.

C. **Removal.** Any officer elected or agent designated by the Board may be removed by the Board whenever, in its judgment, the best interests of the Association will be served thereby; but such removal shall be without prejudice to the contract rights, if any, of the persons so removed.

D. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise shall be filled by the Board for the unexpired portion of a term.

E. **Chairperson.** The Chairperson shall have all the powers and duties of a chairperson under the Act. The Chairperson shall, when present, preside at all meetings of the Unit owners and the Board and shall perform all duties incident to such office and such other

duties as may be prescribed by the Board from time to time. He or she shall be the principal executive officer of the Association and subject to the control of the Board. He or she shall, in general, supervise and control all the business and affairs of the Association and sign with the Secretary, or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

F. Secretary. The Secretary shall (i) keep the minutes of the meetings of Unit owners and the Board in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law; (iii) be custodian of the Association records; and (iv) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairperson or the Board.

G. Treasurer. The Treasurer shall (i) have charge and custody of and be responsible for all funds of the Association; (ii) receive and give receipts for moneys due and payable to the Association from any source whatsoever; (iii) deposit all moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board; (iv) approve payment vouchers; (v) prepare or cause to be prepared and filed any required income tax return or forms for the Association; and (vi) in general, perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him or her by the Chairperson or by the Board, including approving payment vouchers for maintenance and repair of the common elements.

6. **FINANCIAL RECORDS.**

The Association shall keep all records required to be kept in accordance with ORS 100.480, and shall keep financial records sufficient for proper accounting purposes. Such records shall be located within the State of Oregon. Within 90 days after the end of each fiscal year, the Board shall cause to be prepared an annual financial statement consisting of a balance sheet and income and expenses statement for the preceding fiscal year, and shall distribute to each Unit owner a copy of the annual financial statement. Upon receipt of a written request made in good faith for a proper purpose, the Association shall make available to Unit owners and any mortgagee of a Unit, for their inspection or duplication during normal business hours or under other reasonable circumstances, current copies together with any amendments thereto of the Declaration, Bylaws, the recorded Plat, if feasible, and other rules concerning the Condominium, and the books, records, and financial statements of the Association. The Association shall provide, within ten (10) business days of receipt of a written request from an owner, a written statement that provides (i) the amount of assessments due from the owner and unpaid at the time the request was received, including regular and special assessments, fines and other charges, accrued interest, and late payment charges; (ii) the percentage rate of which interest accrues on assessments that are not paid when due; and (iii) the percentage rate used to calculate the charges for a late payment or the amount of a fixed charge for the late payment; provided, however, that the Association is not required to comply with the above provisions if the Association has commenced litigation by filing a complaint against the Unit owner and the litigation is pending when the statement would otherwise be due; and provided further that records kept by or on behalf of the Association may be withheld under the circumstances set forth in ORS 100.480. Upon written request of a prospective purchaser, the Association shall

make the foregoing information available for examination and duplication during reasonable hours. The Association may charge a reasonable fee for furnishing any documents, information, or records described in this paragraph 6.

The Board at least annually shall prepare and adopt a budget for the Association. A summary of the budget shall be distributed to all Unit owners within 30 days following adoption. If the Board fails to adopt an annual budget, the last adopted budget will continue in effect.

7. **CONTRACTS.**

The Board may authorize any officer or director, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association; and such authority may be general or confined to specific instances. The Board shall have the right to make additions, alterations, or improvements to the common elements and to pay for the same out of the reserve fund established by the Board, or to specifically assess the several Units therefor as a common expense.

8. **LOANS.**

No loan shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board and approved by the unanimous affirmative vote of the owners of 100 percent of the voting rights. Such authority may be general or confined to specific instances.

9. **CHECKS, DRAFTS, AND VOUCHERS.**

All checks, drafts, vouchers, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such

officer or officers, agent or agents, of the Association and in such manner as shall from time to time be determined by the resolution of the Board.

10. **DEPOSITS.**

All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, savings and loan associations, or other depositories located within the State of Oregon as the Board may select. All assessments shall be deposited in a separate bank account in the name of the Association. All expenses of the Association shall be paid from the Association's bank account.

11. **RESERVE STUDY.**

The Board shall, in accordance with ORS 100.175(3)(c), annually conduct a reserve study or review and update an existing study to determine if adjustments in the amounts of the reserve payments would be appropriate and to determine if the provision for additional reserve items would be appropriate. In addition, the Board, shall in accordance with ORS 100.175 annually prepare a maintenance plan or review and update an existing plan. The reserve study shall include (i) identification of 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 30-year plan for the maintenance, 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 such schedule. The 30-year plan under this section shall: (i) be appropriate for the size and complexity of the common elements and association property; and (ii) address issues that include but are not limited to warranties and the useful life of the common elements and association property. The Board and the Declarant, if applicable, shall, within 30

days after conducting the reserve study and preparing or updating the maintenance plan, provide to every unit owner a written summary of the reserve study and maintenance plan and of any revisions to the 30-year plan adopted by the Board or the Declarant as a result of the reserve study.

12. **TAX RETURNS.**

The Board annually shall cause the necessary income tax returns to be filed for the Association.

13. **COMMON EXPENSES.**

A. **General Common Expenses.** The owner of each Unit shall be liable for and pay a share of the following general common expenses equal to such owner's undivided interest in the General Common Elements as set forth in Section 7.1 of the Declaration: insurance (including without limitation casualty, liability, and fidelity insurance or bond); the cost of repair, reinstatement, rebuilding, or replacement of the General Common Elements; wages, accounting and legal fees, management fees, and other necessary expenses of upkeep, maintenance, management, and operation on or for the General Common Elements. Common expenses shall also include such amounts as the Board may deem proper to make up any deficit in the common expenses of any prior year.

B. **Extraordinary Usage.** Notwithstanding the foregoing, any Unit owner using extraordinary quantities of utility services that are not separately metered shall be liable for the cost of such services in excess of normal use as determined by an engineer appointed by the Board.

14. **RESERVE ACCOUNT.**

The Declarant or the Association may establish a reserve account in the name of the Association for the periodic maintenance, repair, and replacement of certain common elements pursuant to the Act. Any such reserve account shall be maintained out of regular assessments for common expenses. Except with respect to assessments for reserves required by ORS 100.175, Declarant may, at Declarant's option, upon 10 days' written notice to all affected Unit owners, defer payment of the accrued assessments on any or all Units until the earlier to occur of (i) the turnover meeting; and (ii) 60 days after the first Unit is conveyed.

15. **COLLECTION OF UNIT OWNERS' SHARES OF COMMON EXPENSES.**

A. **Monthly Statements.** Upon the recording of the Declaration, Unit owners' shares of common expenses shall be collected monthly, in advance, by the Treasurer of the Association. Each Unit owner shall be entitled to receive from the Treasurer at the time of payment of common expenses an itemized statement of common expenses. Such itemized statement shall be prepared in such manner as the Board shall determine.

B. **Late Charges.** The Board may impose a late charge not to exceed 5 percent of the amount of any statement which is not paid within 10 days after it is rendered. The imposition of a late charge shall be without prejudice to any other remedy available to the Association.

C. **Liens.** The Association shall have the authority and the duty to levy and enforce the collection of general and special assessments for common expenses. Whenever the Association levies any assessment for common expenses against a Unit, the Association, upon complying with this section, shall have a lien upon the individual Unit and the undivided interest

in the common elements appertaining to such Unit for: (i) the reasonable value of such common expenses allocable to such Unit; (ii) any unpaid assessments; (iii) interest; (iv) late charges; (v) costs or other amounts levied under the Declaration or these Bylaws; and (vi) attorneys' fees, and the lien shall be prior to all other liens or encumbrances upon the Unit, except tax and public improvement assessment liens, and a first mortgage or trust deed of record. Recording of the Declaration constitutes record notice and perfection of the lien for assessments.

Each assessment shall be a separate and personal debt and obligation of the Unit owner against whom the same is assessed at the time the assessment fell due and shall be collectible as such. Such personal obligation shall not pass to successors in title unless assumed by them or required by law. The Board shall cause to be filed a notice of lien claim pursuant to ORS 100.450(2)-(3) with respect to any assessment which has not been paid within 30 days from the mailing of the notice of assessment. The notice of lien claim shall be filed within 10 days following the expiration of such 30-day period. The Association shall be entitled to recover, in any suit to foreclose or action to recover a money judgment for unpaid common expenses, interest on the delinquent assessment at the rate of 12 percent per annum and costs, including reasonable attorneys' fees in such suit or action, or any appeal therefrom.

A lien for common expense assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage or trust deed or a deed in lieu of foreclosure to the extent permitted by ORS 100.465 shall extinguish a lien securing unpaid assessments through the date of recording the deed, provided that written notice has been given to the Association in accordance with the provisions of ORS 100.465(1) and the deed is recorded not later than 30 days after the date such notice is mailed. Any such delinquent assessments which were extinguished pursuant to the foregoing

provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, an assessment made thereafter.

In case of foreclosure, the Unit owner shall be required to pay a reasonable rental for the Unit; and the plaintiff in the foreclosure suit shall be entitled to the appointment of a receiver to collect the rental, without regard to the value of the security. An action to recover a money judgment, together with reasonable attorneys' fees for unpaid common expenses, may be maintained without foreclosing or waiving the lien securing the claim for common proceeds.

If the Association records a lien notice, the Unit owner shall be liable for the cost of preparation and recording of the notice.

D. Interest. All unpaid assessments for common expenses shall bear interest at the rate of 12 percent per annum in commencing 15 days after the statement covering the assessment is rendered.

16. **INSURANCE.**

The Association, through the Board, shall obtain and maintain at all times and shall pay for out of common expense funds the following insurance:

A. Property Damage Insurance. The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and "all risk" endorsements, and such other coverages as the Association may deem desirable.

(i) The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the Units and any improvements on the Common Areas (exclusive of land, foundation, excavation and other items normally

excluded from coverage or excluded from coverage as provided in these Bylaws), subject to a reasonable deductible as determined by the Board.

(ii) The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the Common Areas and all personal property and supplies belonging to the Association, together with all fixtures, improvements and alterations comprising a part of each Unit as may be further defined by resolution of the Board.

(iii) Such policy or policies shall name the Association, for the use and benefit of the individual Unit owners, as insured, and shall provide for loss payable in favor of the Association, as a trustee for each owner and each such owner's mortgagee, as their interests may appear. The policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution) which is commonly accepted by institutional mortgage investors in Oregon.

B. Liability Insurance.

(a) The Association shall maintain comprehensive general liability insurance coverage insuring the Declarant, the Association, the Board, and the managing agent, against liability to the public or to owners and their invitees or tenants, incident to the operation, maintenance, ownership or use of the Property, including legal liability arising out of lawsuits related to employment contracts of the Association. There may be excluded from such policy or policies coverage of an owner (other than as a member of the Association or Board) for liability arising out of acts or omissions of such owner and liability incident to the ownership and/or use of the part of the Property as to which such owner has the exclusive use or occupancy.

(b) Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single-limit basis.

(c) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

C. Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

D. Fidelity Insurance.

(a) The Board may cause the Association to maintain blanket fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association. In the event that the Association has retained a management agent, the Board may require such agent to maintain fidelity insurance for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The cost of such insurance, if any, may be borne by the Association.

(b) The total amount of fidelity coverage required shall be based upon the best business judgment of the Board.

(c) Such fidelity insurance shall name the Association as obligee and shall contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written

notice to the Association and each servicer on behalf of the Federal National Mortgage Association ("Fannie Mae").

E. Insurance by Unit Owners. The Association has no responsibility to procure or assist in procuring property loss insurance for any owner or tenant for (i) damage to a Unit not covered by the Association's policy (because of the deductible amount or because the claim for loss or damage is one not covered by fire and property loss insurance policies required by these Bylaws or held by the Association); or (ii) for any damage or loss to the owner's or tenant's personal property. Owners must be responsible for purchasing insurance policies insuring their units for the deductible amount under the Association's policies and for insuring their own personal property for any loss or damage. Tenants must be responsible for insuring their own personal property for any loss or damage. The Association shall notify all owners of the amount of the deductible under the Association policies. To the extent reasonably practicable, the Association shall give at least thirty (30) days' notice to the owners of any increase in the deductible proposed in renewal or replacement insurance policies. Owners and tenants of all Units must procure and maintain comprehensive liability policies having combined limits in amounts reasonably set by the Board no more often than every three years. Such insurance must provide coverage for, without limitation, the negligent acts of the owner and tenant and their guests or other occupants of the Unit for damage to the Common Area and other Units and the personal property of others located therein.

F. Other Insurance Requirements. Insurance obtained by the Association shall be governed by the following requirements:

- (i) All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon which falls into a B general policyholder's

rating or a financial performance index of 6 or better, as designated in Best's Key Rating Guide, or an A or better rating from Demotech, Inc.

(ii) Notwithstanding the provisions of Section 16(A)(iii) above, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement, or any successor to such trustee. Such insurance trustee shall have exclusive authority to negotiate losses under any property or liability insurance policy. Each owner appoints the Association, or any insurance trustee or substitute trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance including: the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purchase. The Association or insurance trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for owners and their first mortgage holders, as their interests may appear.

(iii) All property insurance policies shall contain endorsements providing for the following: recognition of any Insurance Trust Agreement, a waiver of the right of subrogation against the Board, any owner or any guest of an owner, that the insurance is not prejudiced by any act or neglect of individual owners which is not in the control of such owners collectively, and that the policy is primary in the event the owner has, other insurance covering the same loss, and any such other insurance policies of the owners or their mortgagees shall not be brought into contribution with the insurance policies to be obtained by the Association.

(iv) For purposes of this Article, insurance policies are unacceptable where (i) under the terms of the insurance carrier's charter, Bylaws or policy, contributions or assessments may be made against the Association or owners, or (ii) by the terms of the carrier's charter, Bylaws or policy, loss payments are contingent upon action by the carrier's Board, policy holders or members, or (iii) policy includes any limiting clauses (other than insurance conditions) which could prevent owners from collecting insurance proceeds.

(v) All policies required by this Article shall provide that they may not be canceled or substantially modified without at least 10 days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. Evidence of insurance shall be issued to each owner and mortgagee upon request.

(vi) The Board may require each owner to notify the Board of all improvements made by the owner to his Unit, the value of which is in excess of an amount established by the Board. Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the Board pursuant to the Declaration.

G. Optional Provisions. The Board shall make every effort to secure insurance policies that will provide for the following:

(i) To the extent appropriate and available at reasonable cost, the Association shall maintain additional coverages against such other risks as are customarily covered with respect to projects similar in construction, location and use, including but not limited to, flood, contractual and all-written contract insurance,

employer's liability insurance, comprehensive automobile liability insurance, and an endorsement patterned after "use and occupancy" insurance providing relief from monthly assessments while a Unit is uninhabitable due to a covered loss.

(ii) If reasonably available, the insurance policies shall include an Agreed Amount and Inflation Guard Endorsement, and Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement, and an Increased Cost of Construction Endorsement).

(iii) Flood insurance, if the Property is in a Special Flood Hazard Area.

17. **INDEMNIFICATION OF DIRECTORS AND OFFICERS.**

Each director and officer of the Association now or hereafter in office, and his heirs, executors, and administrators, shall be indemnified by the Association against all costs, expenses, amounts, or liability therefor, including counsel fees, which are reasonably incurred by or imposed upon him in connection with or resulting from any action, suit, proceeding, or claim to which he may be made a party, or in which he may be or become involved by reason of his acts or alleged acts of omission or commission as such director or officer, or subject to the provisions hereof, or any settlement thereof, whether or not he continues to be such director or officer at the time of incurring such costs, expenses, or amounts. Such indemnification shall not apply, however, with respect to any matter as to which such director or officer shall be finally adjudged in such action, suit, or proceeding to have been individually guilty of willful misfeasance or malfeasance in the performance of his duties as such director or officer. Further, the indemnification herein provided shall, with respect to any settlement of any such suit, action, proceeding, or claim, include reimbursement or any amounts paid and expenses reasonably incurred in settling any such suit, action, proceeding, or claim when, in the judgment of the

Board, a settlement or reimbursement appears to be to the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights as to which any such director or officer may be entitled under any agreement, vote of Unit owners, or otherwise.

18. **MAINTENANCE.**

A. **Homeowner's Association Bylaws and/or Declaration.** The Association will perform, as recommended in the Maintenance Manual (defined below), all necessary routine maintenance inspection and other necessary repairs and maintenance called for to reasonably address the results of these maintenance inspections.

B. **Maintenance Manual Preparation.** The Association, shall provide and assemble instructions and recommendations for the operation and routine maintenance of all systems, equipment, and similar items (including, but not limited to, mechanical, electrical, plumbing, structural, and envelope) ("Maintenance Manual"). The Declarant shall obtain written confirmation from the Association that the Maintenance Manual was prepared in compliance with this Section.

If the Association or any Unit owner fails to follow the inspection, maintenance and repair requirements and standards contained in the Maintenance Manual, then neither the Association nor any Unit owner shall have any claim against Declarant or its design professionals, contractors and subcontractors and their consultants, including without limitation, all of their officers, members, directors, employees, agents, brokers and affiliates, for loss or damage to the extent the same results from such failure to follow the Maintenance Manual.

C. **Disclosures/Inspections.** Declarant will require that the purchasers of the Units perform a walk-through inspection of their units and common elements with a

representative of Declarant for any defects prior to purchase. Declarant shall perform a walk-through inspection of the common elements with the Association within 30 days after substantial completion of the Condominium. Declarant shall obtain and preserve photographic evidence of the common element walk-through. Declarant will require Unit owners to review and sign an "Acceptance of Unit" or similar form as provided by Declarant.

19. **REPAIR AND MAINTENANCE.**

Every Unit owner shall at all times keep his Unit in good order and repair and shall promptly perform all such work within his Unit, the omission of which would affect any common elements or other Units, and shall be responsible for all loss and damage caused by his failure to do so.

All repairs of internal installations within each Unit, including interior walls and partitions and the inner surfaces of the perimeter walls, floors, and ceilings of such Unit, shall be at the Unit owner's expense.

Every Unit owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common element damaged or lost through the fault of such Unit owner or the invitees of such Unit owner.

For a period of ten (10) years following recording of the Declaration, any repairs to the Condominium shall be performed by the contractor or subcontractor that originally performed the work at the time of the conversion, or by such other licensed contractor that is approved in writing by Declarant. Failure to use such a contractor shall release Declarant and the original contractor or subcontractor from any past or future liability relating to the item so repaired.

The Association shall perform all inspections and maintenance as recommended by the maintenance plan described in Section 11 above and make such repairs and maintenance as may be necessary to reasonably address the results of the inspections. If the Association fails to follow such maintenance and inspection requirements, then neither the Association nor any Unit owner shall have any claim against Declarant or its design professionals, contractors and subcontractors and their consultants, including without limitation all of their officers, members, managers, directors, employees, agents, brokers and Affiliates, for loss or damage to the extent the same results from such failure to follow the maintenance plan, and shall indemnify such persons and entities from and against claims by Unit owners or other persons or entities for loss or damage resulting from such failure.

20. **COLLECTION FROM TENANTS.**

All leases or rental agreements for Units shall be in writing and specifically subject to the requirements of the Declaration and Bylaws. If the Unit owner shall at any time rent or lease his Unit and shall default for a period of 30 days or more in the payment of the Unit owner's proportionate share of common expenses and of taxes and assessments, or any installment thereof, the Board may, at its option, so long as such default continues, demand and receive from any tenant of the Unit owner occupying the Unit the rent due or becoming due from such tenant to the Unit owner, up to an amount sufficient to pay all sums due from the Unit owner, including interest, if any, and any such payment as such rent to the Board by the tenant shall be sufficient discharge of such tenant as between such tenant and the Unit owner to the extent of the amount so paid. But any such demand or acceptance of rent from any tenant shall not be deemed to be a consent to or approval of any lease by the Unit owner or a release or discharge of any of the obligations of the Unit owner hereunder. In the event the Board makes

demand upon the tenant as aforesaid, the tenant shall not have the right to question the right of the Board to make such demand, but shall be obligated to make said payments to the Board, as demanded by the Board, with the effect as aforesaid; provided, however, the Board may not exercise this right if a receiver has been appointed to take charge of the premises pending a mortgage foreclosure or if a mortgagee is in possession pending a mortgage foreclosure.

21. **COMPLIANCE.**

A. **Unit Owners.** Each unit owner shall comply with the Declaration, any supplemental condominium declaration, and the Bylaws, and with the administrative rules and regulations adopted thereunder, and with all other applicable covenants, conditions, and restrictions of record. Failure to comply therewith shall be grounds for suit or action maintainable by the Association or any Unit owner in addition to other sanctions that may be provided by the Bylaws or by any existing administrative rules and regulations.

B. **Subordination.** These Bylaws are subordinate and subject to the provisions of the Declaration and all amendments thereto and the Act; and in case of any conflict, the Act shall control. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or the Act.

C. **Interpretation.** In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board to conduct or engage in any act or business for profit on behalf of any of or all the Unit owners.

22. **LIMITS ON USE OF UNITS AND COMMON ELEMENTS.**

A. **Lease.** Any lease or rental agreement for any Unit must be in writing, subject to the requirements of the Declaration and the Association.

B. **Insurance.** Nothing shall be done or kept in any Unit or in the common elements which will increase the rate of insurance on the Condominium without the prior written consent of the Board. No Unit owner shall permit anything to be done or kept in his Unit which will result in the cancellation of the insurance on any part of the Condominium. The Board shall have the power to adopt rules and regulations for use of the common elements and there shall be no violation of such rules.

23. **STATEMENT OF PURPOSES, USE, AND RESTRICTIONS.**

The Condominium shall be used and occupied as follows:

A. **Permitted Use.** No part of a Unit shall be used for other than residential purposes and related uses, provided that, subject to compliance with local ordinances and other restrictions of record, an owner may use a Unit as a "home office." No Unit shall be used for a Prohibited Use.

B. **Common Elements Use.** There will be no obstruction of the common elements nor shall anything be stored in the common elements without the prior written consent of the Association except as is otherwise provided herein.

C. **Insurance and Compliance.** Nothing shall be done or kept in any Unit or in the common elements which will increase the rate of insurance on the common elements or contents thereof without the prior written consent of the Association. No Unit owner shall permit anything to be done or kept in his Unit or in the common elements which will result in the

cancellation of insurance on any Unit, or the contents thereof, which would be in violation of any law or regulation of any governmental authority, or which would unreasonably interfere with the use of any Unit or the common elements by the Unit owners. No waste shall be committed in the common elements.

D. Fixtures. No Unit owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, radio or television antenna) to hang, displayed or otherwise affixed to or placed on walls or doors, without the prior written consent of the Association. No Unit owner shall cause or permit the storage or display of laundry, appliances, signs, or neon lights to be stored or placed on the decks and/or porches adjacent to such Units. Barbeque grills are permitted.

E. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit owners or occupants.

F. Structural Issues. Nothing shall be done in any Unit or in, on, or to the common elements which will impair the structural integrity of the buildings or any part thereof or which would structurally change the building or any part thereof except as is otherwise provided herein.

G. Leases. Any lease or rental agreement shall be subject to the provisions of section 22.A hereof.

24. **DISPUTE RESOLUTION.**

In the event of any dispute regarding these Bylaws or the Condominium, the dispute must be settled by binding arbitration in the manner provided in the Declaration,

provided that proceedings to enjoin, abate, or remedy a violation of these Bylaws, and proceedings to foreclose liens held by the Association may be filed in a Court of competent jurisdiction and need not be submitted to arbitration.

A. **Alternative Dispute Resolution Procedure.** Notwithstanding the above, except as otherwise provided by applicable law, the Unit owners and Association will comply with the following procedures before either may file a complaint for damages against the Declarant.

(i) **Notice of Claim:** The Unit owner or Association must provide the Declarant with notice of any claim ("Notice of Claim") related to the design or construction of the Condominium, including, but not limited to, claims of defective or negligent construction or design, at least 90 days prior to the initiating of a lawsuit related to such claims. The Notice of Claim will detail the alleged deficiencies in sufficient detail that Owner can address those issues. The Notice of Claim will attach any and all expert reports or independent evaluations obtained by the Association or its Unit owners that address the deficiencies identified in the claim. In the event of a negligent claim by the Unit owner or the Association, a Certificate of Merit must be filed that an expert has reviewed the facts and certify that a claim is not frivolous.

(ii) **Right to Repair:** Declarant shall have reasonable time after receipt of the Notice of Claim to respond to the Notice of Claim, by denying the claim in writing, or if the Declarant so elects, to inspect, repair or otherwise remedy those items identified in the Notice of Claim. If the Declarant, elects to inspect (including, if reasonably necessary, destructive testing), repair, or otherwise remedy the issues presented in the Notice of Claim, the Association and Unit owners agree to provide the

Declarant, and Declarant's consultants and contractors, with reasonable access to private units and common areas.

(iii) **Approval of Repair or Remedy.** Declarant shall not repair those items in the Notice of Claim without the written consent of the party making the claim, the Unit owner and/or Association. Declarant shall provide the Unit owner and/or Association with a written description of the scope of repair, as well as schedule for repair, and an allocation of responsibility, which may include Unit owners and/or Association responsibility. The Unit owner and/or Association shall have 15 days to evaluate the proposed repair, and to accept or reject the proposed repair. If the Unit owner and/or Association rejects the proposed repair, the parties will proceed with a formal mediation of the claims.

(iv) **Mediation.** Any dispute that may arise from, or be related to, the design or construction of the Condominium shall be submitted to a mediator agreed to by the Declarant, the Association, as well as any other parties to the dispute, prior to the commencement of arbitration or litigation. If the parties cannot agree on a mediator, then any party may petition a court of competent jurisdiction in the location of appointment of a mediator. The mediation shall occur at a place where the Condominium is located, and be subject to the laws of that jurisdiction. Within 60 days after appointment of the mediator, the parties shall be required to exchange with each other all inspection and consultant's reports in their possession pertaining to the claims. The parties shall have 90 days after exchanging reports in which to perform additional inspections, and any additional reports resulting from such inspections shall be furnished to the other parties

prior to mediation. All mediation fees and expenses shall be shared equally by the parties. The parties agree in good faith to attempt to resolve all disputes in mediation.

(v) **Meetings.** Declarant requires that for a period of ten years following the recording of the Declaration, notices of Association and Board meetings (including notice of agenda items relating to defective design or construction of the Condominium) shall be given to the Declarant, and Declarant or its representative shall be entitled to attend such meetings.

Claims based on allegations of property damage or personal injury, including without limitation claims arising out of fungus, spores, or mold, or any water intrusion or dampness, shall not be brought against any design professional or their consultants, including without limitation, all of their officers, members, directors, employees, agents, brokers and affiliates, later than one (1) year following the Turnover Meeting, or if shorter the applicable statutory statute of limitations, regardless of any legal theory or basis of alleged causation, including but not limited to, negligence, professional errors or omissions, strict liability, breach of contract, or warranty. Claims brought after such date shall be time-barred.

Each party shall reasonably cooperate with the other with respect to investigating, evaluating and resolving claims of Unit owners and the Association in connection with the Condominium.

25. **AMENDMENTS.**


Amendments to these Bylaws may be proposed by resolution of the Board or by a Unit owner. Any proposed amendment shall be delivered in writing, either personally or by mail, to each Unit owner entitled to vote not less than 7 nor more than 50 days before the date of the meeting at which the proposed amendment will be voted upon or attached to any request for

amendment. If mailed, such notice or request shall be deemed to be delivered when deposited in the United States mail addressed to the Unit owner at his last known address on the records of the Association, with postage thereon prepaid. No amendment of the Bylaws proposed in either of such ways shall be effective unless approved by a Majority of the Unit Owners, either in writing or, at a duly constituted meeting, and until a copy of the Bylaws, as amended, or the amendment thereto, has been certified by the Chairperson and Secretary of the Association, approved by the Real Estate Commissioner if required under the Act, and recorded with the recording officer of Multnomah County, Oregon. ANY AMENDMENTS TO THESE BYLAWS MADE WITHIN FIVE YEARS OF THE RECORDING DATE HEREOF MUST BE APPROVED BY THE OREGON REAL ESTATE COMMISSIONER PRIOR TO RECORDING ANY AMENDED BYLAW.

DATED this 16 day of July, 2007, being hereby adopted by the undersigned Declarant on behalf of the Association.

DECLARANT:

IRVINGTON 1800, LLC, an Oregon limited liability company

By: 
Steve T. Edelman, Managing Member

STATE OF OREGON)
)
COUNTY OF Multnomah) SS

This instrument was acknowledged before me on July 16, 2007, by Steve T. Edelman, Managing Member of Irvington 1800, LLC.



Lynn J Francis
Notary Public for Oregon
My commission expires: 11/18/09

2

File - Bonnie Lindquist

After recording, return to

J. David Zehntbauer, Esq.

Dunn Carney Allen Higgins & Tongue, LLP

851 SW 6th Avenue, Suite 1500

Portland, OR 97204

Until a change is requested, all tax

statements shall be sent to the following address:

No Change

Multnomah County Official Records
C Swick, Deputy Clerk

2009-155587



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11/09/2009 12:29:36 PM

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\$80.00 \$11.00 \$15.00 \$5.00

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**FIRST AMENDMENT TO DECLARATION
SUBMITTING IRVINGTON EIGHTEEN-HUNDRED
CONDOMINIUM TO CONDOMINIUM OWNERSHIP**

WHEREAS the Declaration Submitting Irvington Eighteen-Hundred Condominium to Condominium Ownership was recorded on September 10, 2007, as document number 2007-161876, in the Real Property Records of Multnomah County, Oregon (the "Declaration");

WHEREAS the members of the Irvington Eighteen-Hundred Condominium Owner's Association (the "Association") desire to amend the Declaration to: (1) reflect the designation of a portion of the limited common element porch for Unit 10 as a general common element in order to allow the future installation of a handicap access lift in the general common element; (2) re-assign the limited common element storage areas for Units 3 and 4; and (3) re-assign the limited common element garage areas for Units 6, 7, and 9;

WHEREAS the Association desires to provide for the allocation of cost and maintenance of the newly constructed handicap access lift;

WHEREAS the Association desires to amend the Declaration to allow for the construction of doors between Units and doors between limited common element garage areas and the general common element basement in order to allow direct access between Units and basement access from the garage areas;

WHEREAS the construction and removal of any door between Units or between the limited common element garage areas and the general common element basement shall be subject to written approval of the Association based on compliance with the criteria set forth herein; and

WHEREAS pursuant to ORS 100.135(4), not less than One Hundred Percent (100%) of the Unit Owners in the Condominium have voted to amend the Declaration as set forth below.

NOW, THEREFORE, an amended plat is recorded simultaneously with this First Amendment to Declaration Submitting Irvington Eighteen-Hundred Condominium to Condominium Ownership (this "Amendment") and the Declaration is amended as follows:

1. Declaration § 4.4. A new Section 4.4 shall be added to the Declaration as follows:

16

4.4 Construction of Doorways Between Units and Between Units and Limited Common Elements. Subject to the prior written approval of the Association, which approval shall be in the discretion of the Association and shall be based on the criteria and the written indemnification of the Unit Owner(s) as provided herein, a Unit Owner or Unit Owners may construct a door between adjacent Units and a door between the general common element basement and a limited common area garage.

(a) **Approval Criteria.** The Association shall condition its approval of a joint request for approval by Unit Owners to construct a door between adjacent Units, or a request by a Unit Owner for approval to construct a door between the general common element basement and a limited common area garage on the following criteria: (1) all work will be completed with the proper permits and by licensed and bonded contractors. To ensure compliance with this criteria, the Association may require the use of a designated contractor and may elect to, but shall not be obligated to, contract for and perform the work in the name of the Association; (2) the Unit Owner or Unit Owners requesting the work shall be solely responsible for the costs of all work and any associated costs including without limitation, plans, permits, and inspections. In the event the work is performed by or on behalf of the Association, the Unit Owner or Unit Owners responsible for the cost of the work shall pay all amounts invoiced by the Association when due, and any amount so invoiced to the Unit Owner or Unit Owners shall become a lien upon the individual Unit or Units (as the case may be) and the undivided interest in the common element appertaining to such Unit or Units; (3) the Unit Owner or Unit Owners requesting the work shall indemnify and hold Declarant and the Association harmless from any and all liability or claims of any nature whatsoever (including the Declarant's and Association's reasonable attorney fees) resulting from the work. This indemnification shall be set forth in a separate written agreement approved and executed by the Declarant and the Association; (4) the door and door frame shall be constructed in a sound, good and workmanlike manner and shall not cause any structural damage or instability to the Condominium or any portion thereof; (5) upon the resale, transfer, lease, or occupancy of a Unit where a door has been constructed between Units, the Unit Owner or Unit Owners that received approval for the construction of the door shall promptly, at their sole cost and expense, professionally cause the wall to be returned to its earlier condition in the same manner required in subsections 1, 2, 3 & 4 herein above; and (5) in the event a door is constructed between Units, the Owner of either connected Unit may, unilaterally, elect to close, lock, or permanently remove the doorway, in which event, the two Unit Owners shall share equally in the cost of such doorway removal and restoration of the wall. As with the installation of the door and door frame, the Association may require the use of a designated contractor and may elect to, but shall not be obligated to, contract for and perform the removal work in the name of the Association. Any door removal shall comply with subsections 1, 2, 3 & 4 herein above.

(b) **Written Agreement.** To evidence Unit Owner or Unit Owner's approval to construct a requested door, a separate written agreement shall be executed by the Association and the Unit Owner or Unit Owners, confirming responsibility for and compliance with the above-listed criteria, and containing the separate written indemnification of the Declarant and Association required by Section 4.4(a)(3) above.

(c) **Designation of Door and Frame as General Common Element.** Notwithstanding anything to the contrary in the Declaration or otherwise, a door and the door frame constructed between Units and a door and door frame constructed between the general common element basement and a limited common element garage shall be a general common element.

(d) **Prior Written Notice to Declarant of Work.** Prior to the commencement of the installation or removal of a door, the Declarant shall be provided with ten (10) day written notice specifying the proposed commencement date of the construction, including the expected duration of the construction;

Declarant shall have the right, to delay commencement or the continuation of ongoing construction for a reasonable time if the proposed commencement date or duration stated in the notice would, in Declarant’s reasonable discretion, have an adverse effect on Declarant’s marketing and sales of any unsold Units. Upon written notice to the Association from the Declarant, the Association shall ensure work does not commence or is delayed for the period designated by Declarant in its notice.

2. Declaration § 5.6. A new Section 5.6 shall be added to Article 5 of the Declaration as follows:

5.6. Handicap Access Lift and Lift Area. The Association hereby approves the construction of the Lift (as defined in Section 6.2 below) in the specific portion of the general common element shown on the amended plat subject to the following conditions: (1) all work will be completed with the proper permits by licensed and bonded contractors; (2) The owners of Units 1, 2, 4, 7 and 9 shall be responsible for and assessed for the costs of all work and any associated costs of constructing and installing the Lift; (3) upon completion of the Lift all Unit Owners shall be assessed by the Association for any costs related to the use, repair, maintenance, or replacement of the Lift; (4) all Unit Owners by their execution hereof agree to indemnify and hold Declarant harmless from any and all liability or claims of any nature whatsoever (including Declarant’s reasonable attorney fees) resulting from the installation, use, repair, maintenance, replacement and operation of the Lift; (5) prior to the commencement of any work by the Association, the Association and Declarant shall be provided with proposed plans and specifications for the Lift in a format reasonably calculated to allow the Association and Declarant to evaluate the operation, appearance, sound, vibration, and effect on Unit 10, and also the effect on the courtyard and landscaping design; Declarant and the Association shall have the right to reject such plans if in the Association’s or Declarant’s reasonable discretion any of the foregoing elements would be adversely affected; and (6) prior to the commencement of such work, the Association shall provide the Association and Declarant with written notice specifying the proposed commencement date of the construction, including the expected duration of the construction. Declarant shall have the right to delay commencement or the continuation of ongoing construction for a reasonable time if the proposed commencement date or duration stated in the notice would, in Declarant’s reasonable discretion, have an adverse effect on Declarant’s marketing and sales of any unsold Units. All Unit Owners shall have the option to utilize the Lift, and all Unit Owners are subject to the assessment by the Association for any costs related to the use, repair, maintenance, or replacement of the Lift.

3. Declaration § 6.2. Section 6.2 of the Declaration is hereby deleted and replaced with the following language:

The porch which adjoins Unit 10 is a limited common element appertaining to Unit 10 as shown on the amended plat. The amended plat shows a decrease in the original dimensions of the porch in order to provide adequate space for the installation of a handicap access lift (the “Lift”), which Lift and Lift area shall be a general common element.

4. Declaration § 6.3. Section 6.3 of the Declaration is hereby deleted and replaced with the following language and table:

Garage. Each of the garage areas is a limited common element appertaining to the Unit as shown the Plat and as follows:

<u>Unit</u>	<u>L.C.E.</u>
1	G-1

2	G-2
3	G-3
4	G-4
5	G-5
6	G-7
7	G-9
8	G-8
9	G-6
10	G-10

5. **Declaration § 6.4.** Section 6.4 of the Declaration is hereby deleted and replaced with the following language and table:

Storage Areas. Each of the storage areas is a limited common element appertaining to the Unit as shown on the Plat and as follows:

<u>Unit</u>	<u>L.C.E.</u>
1	S-1
2	S-2
3	S-4
4	S-3
5	S-5
6	S-6
7	S-7
8	S-8
9	S-9
10	S-10

6. **No Other Changes.** Except as amended hereby, the Declaration remains unchanged and in full force and effect.

The undersigned Chairperson and Secretary of the Association have caused this Amendment to the Declaration to be executed this 26 day of August, 2008⁰⁹

**IRVINGTON EIGHTEEN-HUNDRED
CONDOMINIUM OWNERS ASSOCIATION**

Chairperson and Secretary

By: Mary White

Name: Mary Wahl
Title: Chair
Date: 8/26/09

By: Nora Mullane
Name: Nora Mullane
Title: Secretary
Date: 8/26/09

CERTIFICATION

The undersigned Chairperson and Secretary of the Irvington Eighteen-Hundred Condominium Owners Association hereby certifies that this First Amendment to Declaration Submitting Irvington Eighteen-Hundred Condominium to Condominium Ownership has been approved by the necessary percentage of Unit Owners as provided in Section 17.2 of the Declaration and 100% of the Unit Owners as required by ORS 100.135.

**IRVINGTON EIGHTEEN-HUNDRED
CONDOMINIUM OWNERS ASSOCIATION**

Chairperson and Secretary

By: Mary Wahl By: Nora Mullane
Name: Mary Wahl Name: Nora Mullane
Title: Chair Title: Secretary
Date: 8/26/09 Date: 8/26/09

STATE OF Oregon
County of Multnomah

The foregoing instrument was acknowledged before me on this 26th day of August 2009, by MARY WAHL, Chairperson and NORA MULLANE Secretary of the Irvington Eighteen-Hundred Condominium Owners Association.

WITNESS my hand and official seal.

Signature: Shelly Sprugel
NOTARY PUBLIC



UNIT 1 OWNER

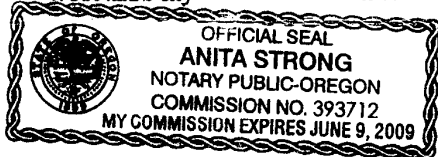
Mary G. Warr
Print Name: MARY G. WARR
Date: 10/01/08

STATE OF OREGON

County of MULTNOMAH

The foregoing instrument was acknowledged before me on this 1st day of October 2008, by Mary G. Warr, OWNER OF UNIT 1 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.



Signature: Anita Strong
NOTARY PUBLIC

UNIT 1 MORTGAGEE (LENDER)

Lorna L. Slaughter
Print Lender Name: Wells Fargo Bank, N.A.
By: Lorna L. Slaughter
Its: Vice President
Date: September 24, 2008

STATE OF MARYLAND

County of WASHINGTON

The foregoing instrument was acknowledged before me on this 24th day of Septemeber 2008, by Wells Fargo Bank, N.A., MORTGAGEE OF UNIT 1 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.



JULIE A SPESSARD
Notary Public
Washington County
Maryland
My Commission Expires 6/8/2011

Signature: Julie A. Spessard
NOTARY PUBLIC Julie A. Spessard

UNIT 2 OWNER

Nora Mullane
Print Name: NORA mullane
Date: 8/15/08

STATE OF Oregon

County of Multnomah

The foregoing instrument was acknowledged before me on this 15th day of August 2008, by Nora Mullane, OWNER OF UNIT 2 of the Irvington Eighteen-Hundred Condominium.

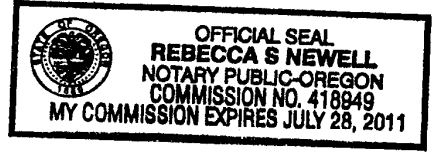
WITNESS my hand and official seal.

Signature: Rebecca S. Newell
NOTARY PUBLIC

UNIT 2 MORTGAGEE (LENDER)

There is no mortgage on Unit 2.

Print Lender Name: _____
By: _____
Its: _____
Date: _____



STATE OF _____

County of _____

The foregoing instrument was acknowledged before me on this ____ day of _____ 200__, by _____, MORTGAGEE OF UNIT 2 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.

Signature: _____
NOTARY PUBLIC

UNIT 3 OWNER

Cynthia M. Mahlau
Print Name: Cynthia M. Mahlau
Date: Oct. 2, 2008

STATE OF Oregon
County of Multnomah

The foregoing instrument was acknowledged before me on this 2 day of September 2008, by Cynthia Mahlau, OWNER OF UNIT 3 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.



Signature: Melissa Escamilla
NOTARY PUBLIC April 17, 2011

UNIT 3 MORTGAGEE (LENDER)

Lorna L. Slaughter
Print Lender Name: Wells Fargo Bank, N.A.
By: Lorna L. Slaughter
Its: Vice President
Date: September 24, 2008

STATE OF MARYLAND
County of WASHINGTON

The foregoing instrument was acknowledged before me on this 24 day of September 2008, by Lorna L. Slaughter, MORTGAGEE OF UNIT 3 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.



Signature: Julie A. Spessard
NOTARY PUBLIC Julie A. Spessard

UNIT 4 OWNER

VIKRAM RANNATH
Print Name: Vikram Rannath
Date: 2/2/09

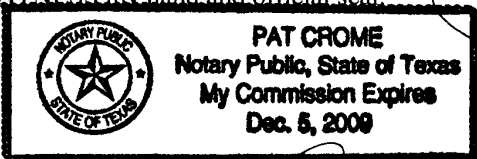
STATE OF Texas

County of WILLIAMSON

Ertechen B. Halberg
Ertechen B. Halberg
2/2/09
Texas
Williamson

The foregoing instrument was acknowledged before me on this 2nd day of February 2009, by VIKRAM RANNATH & P, OWNER OF UNIT 4 of the Irvington Eighteen-Hundred Condominium. Ertechen B. Halberg

WITNESS my hand and official seal.



Signature: Pat Crome
NOTARY PUBLIC

UNIT 4 MORTGAGEE (LENDER)

[Signature]
Print Lender Name: U.S. Bank, NA
By: Pamela L Johnson
Its: Vice President
Date: 2/18/09

STATE OF Kentucky

County of DAVISS

The foregoing instrument was acknowledged before me on this 18 day of February 2009, by Pamela L. Johnson, MORTGAGEE OF UNIT 4 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.

Signature: [Signature]
NOTARY PUBLIC

UNIT 5 OWNER

[Signature]
Print Name: James Anctil
Date: 8-19-07

STATE OF Oregon
County of Multnomah

The foregoing instrument was acknowledged before me on this 19 day of August 2008, by James Anctil, OWNER OF UNIT 5 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.

Signature: [Signature]
NOTARY PUBLIC

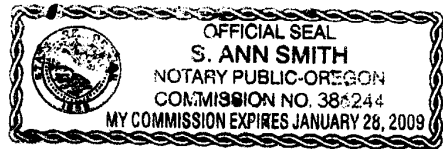
UNIT 5 MORTGAGEE (LENDER)

David Nathman
Print Lender Name: Countrywide Home Loans, Inc.
By: David Nathman
Its: Branch manager
Date: 9/10/08

STATE OF Oregon
County of Multnomah

The foregoing instrument was acknowledged before me on this 10 day of September 2008, by DAVID NATHMAN, MORTGAGEE OF UNIT 5 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.



Signature: [Signature]
NOTARY PUBLIC

UNIT 6 OWNER

Kristine Harter
Print Name: Kristine Harter
Date: 9/11/08

William L. White
William L. White

STATE OF OREGON

County of MULTNOMAH

The foregoing instrument was acknowledged before me on this 11th day of September 2008, by Kristine Harter + William L. White, OWNER OF UNIT 6 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.



Signature: [Handwritten Signature]
NOTARY PUBLIC

UNIT 6 MORTGAGEE (LENDER)

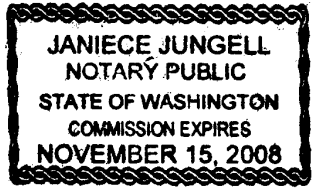
Print Lender Name: HomeStreet Bank, a Washington State Chartered Savings Bank
By: B.A. Jorgensen
Its: B.A. Jorgensen Vice President
Date: August 20, 2008

STATE OF WA

County of King

The foregoing instrument was acknowledged before me on this 20th day of August 2008, by B.A. Jorgensen Vice President, MORTGAGEE OF UNIT 6 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.



Signature: [Handwritten Signature]
NOTARY PUBLIC

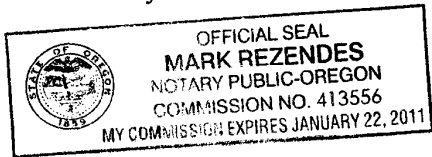
UNIT 7 OWNER

[Signature]
Print Name: ELIZABETH NORDEEN
Date: 31 JULY 2008

STATE OF Oregon
County of Multnomah

The foregoing instrument was acknowledged before me on this 31st day of JULY 2008, by Elizabeth Nordeen, OWNER OF UNIT 7 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.



Signature: [Signature]
NOTARY PUBLIC

UNIT 7 MORTGAGEE (LENDER)
NO MORTGAGE

Print Lender Name: _____
By: _____
Its: _____
Date: _____

STATE OF _____
County of _____

The foregoing instrument was acknowledged before me on this ____ day of _____ 200__, by _____, MORTGAGEE OF UNIT 7 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.

Signature: _____
NOTARY PUBLIC

UNIT 8 OWNER

Marilyn Withers
Print Name: MARILYN WITHERS
Date: August 5, 2008

Dale A Withers
DALE A WITHERS

STATE OF Oregon
County of Multnomah

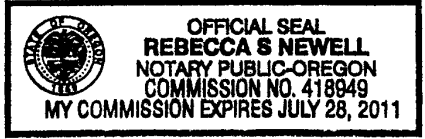
The foregoing instrument was acknowledged before me on this 5th day of August 2008, by Marilyn Withers and Dale A Withers, OWNERS OF UNIT 8 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.

Signature: Rebecca S. Newell
NOTARY PUBLIC

UNIT 8 MORTGAGEE (LENDER)

N/A
Print Lender Name: _____
By: _____
Its: _____
Date: _____



We have no mortgage on unit # 8
MS DW

STATE OF _____
County of _____

The foregoing instrument was acknowledged before me on this ____ day of _____ 200__, by _____, MORTGAGEE OF UNIT 8 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.

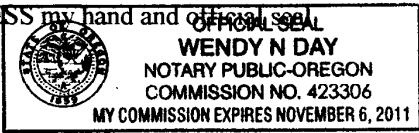
Signature: _____
NOTARY PUBLIC

UNIT 9 OWNER

[Signature]
Print Name: Lee Klingler / Jo Zettler
Date: 8/14/2008

STATE OF Oregon
County of Multnomah

The foregoing instrument was acknowledged before me on this 4th day of August 2008, by Lee A. Klingler / Jo Zettler, OWNER OF UNIT 9 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal


Signature: [Signature]
NOTARY PUBLIC

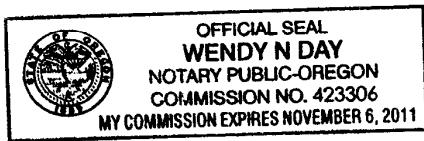
UNIT 9 MORTGAGEE (LENDER)

[Signature]
Print Lender Name: Advantis Credit Union
By: Kari E Briggs
Its: EOB
Date: 8/14/08

STATE OF Oregon
County of Multnomah

The foregoing instrument was acknowledged before me on this 4th day of August 2008, by Kari E Briggs / Advantis CU MORTGAGEE OF UNIT 9 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.



Signature: [Signature]
NOTARY PUBLIC

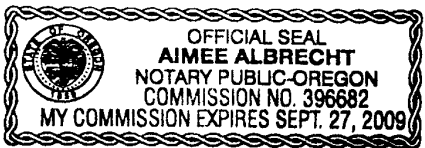
UNIT 10 OWNER

Leah RB
Print Name: Leah Buehrig
Date: 6/15/2009

STATE OF Oregon
County of Multnomah

The foregoing instrument was acknowledged before me on this 15th day of June 2009, by Leah Beth Buehrig, OWNER OF UNIT 10 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.



Signature: [Signature]
NOTARY PUBLIC

UNIT 10 MORTGAGEE (LENDER)

Print Lender Name: _____
By: _____
Its: _____
Date: _____

STATE OF _____
County of _____

The foregoing instrument was acknowledged before me on this ____ day of _____ 200__, by _____, MORTGAGEE OF UNIT 10 of the Irvington Eighteen-Hundred Condominium.

WITNESS my hand and official seal.

Signature: _____
NOTARY PUBLIC

NOTARY PUBLIC

REAL ESTATE COMMISSIONER

The forgoing First Amendment to Declaration Submitting Irvington Eighteen-Hundred Condominium to Condominium Ownership is approved pursuant to ORS 100.110 this 28th day of September, 2009, and in accordance with ORS 100.110(7), this approval shall automatically expire if this First Amendment to Declaration Submitting Irvington Eighteen-Hundred Condominium to Condominium Ownership is not recorded within two (2) years from this date.

REAL ESTATE COMMISSIONER

By: 

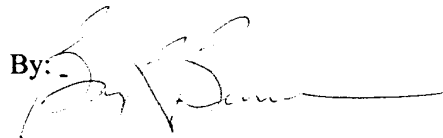
Laurie Skillman

ASSESSOR AND TAX COLLECTOR

The foregoing First Amendment to Declaration Submitting Irvington Eighteen-Hundred Condominium to Condominium Ownership is approved this 9th day of November, 2009.

ASSESSOR AND TAX COLLECTOR

FOR MULTNOMAH COUNTY

By: 

Return recorded document to:

PLM. Nora Mullanz
1800 NE 17th Ave # 2
Portland, OR.
97212

Multnomah County Official Records
R Weldon, Deputy Clerk

2011-121347



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**SECOND AMENDMENT TO DECLARATION
SUBMITTING IRVINGTON EIGHTEEN-HUNDRED
CONDOMINIUM TO CONDOMINIUM OWNERSHIP**

WHEREAS the Declaration Submitting Irvington Eighteen-Hundred Condominium to Condominium Ownership was recorded on September 10, 2007, as document number 2007-161876, in the Real Property Records of Multnomah County, Oregon (the "Declaration");

WHEREAS the First Amendment to the Declaration was recorded on November 9, 2009 as document number 2009-155587 in the Real Property Records of Multnomah County, Oregon;

WHEREAS the Association desires to amend current provisions for the allocation of cost and maintenance of newly constructed handicap access lift;

NOW, THEREFORE, the First Amendment to Declaration Submitting Irvington Eighteen-Hundred Condominium to Condominium Ownership (this "Amendment") is amended as follows:

1. Declaration 5.6. Section 5.6 shall be amended to read as follows:

5.6 Handicap Access Lift and Lift Area The Association hereby approves the construction of the Lift (as defined in Section 6.2) in the specific portion of the general common element shown on the amended plat subject to the following conditions: (1) all work will be completed with the proper permits by licensed and bonded contractors; (2) any owner(s) may request in writing that the Association proceed with the construction and installation of the lift; the Association will select a contractor to install the lift and assess the owner(s) requesting the lift for any costs related to constructing and installing the Lift; (3) upon completion of the Lift all Unit Owners shall be assessed by the Association any costs related to the use, repair, or maintenance of the Lift; (4) all Unit Owners by their execution hereof agree to indemnify and hold Declarant harmless from any and all liability or claims of any nature whatsoever (including Declarant's reasonable attorney fees) resulting from the installation, use, repair, maintenance, replacement and operation of the

4

Lift; (5) prior to the commencement of any work by the Association, the Association and Declarant shall be provided with proposed plans and specifications for the Lift in a format reasonably calculated to allow the Association and Declarant to evaluate the operation, appearance, sound, vibration, and effect on Unit 10, and also the effect on the courtyard and landscaping design; Declarant and the Association shall have the right to reject such plans if in the Association's or Declarant's reasonable discretion any of the foregoing elements would be adversely affected; and (6) prior to the commencement of such work, the Association shall provide the Association and Declarant with written notice specifying the proposed commencement date of the construction, including the expected duration of the construction. Declarant shall have the right to delay commencement or the continuation of ongoing construction for a reasonable time if the proposed commencement date or duration stated in the notice would, in Declarant's reasonable discretion, have an adverse effect on Declarant's marketing and sales of any unsold Units. All Unit Owners shall have the option to utilize the Lift, and all Unit Owners are subject to the assessment by the Association for any costs related to the use, repair, or maintenance of the Lift.

2. No Other Changes. Except as amended hereby, the Declaration remains unchanged and in full force and effect.

The undersigned Chairperson and Secretary of the Association have caused this Amendment to the Declaration to be executed this 19 day of October, 2011.

**IRVINGTON EIGHTEEN-HUNDRED
CONDOMINIUM ASSOCIATION**

Chairperson and Secretary

By: Mary Waul

Name: Mary Waul

Title: Chair

Date: 10/19/11

By: Nora Mullane

Name: Nora Mullane

Title: Secretary

Date: 10/19/11

Certification

The undersigned Chairperson and Secretary of the Irvington Eighteen-Hundred Condominium Owners Association hereby certifies that this Second Amendment to Declaration Submitting Irvington Eighteen-Hundred Condominium to Condominium Ownership has been approved by the necessary percentage of Unit Owners as provided in Section 17.2 of the Declaration and 75% of the Unit Owners as required by ORS 100.135.

**IRVINGTON EIGHTEEN-HUNDRED
CONDOMINIUM OWNERS ASSOCIATION**

Chairperson and Secretary

By: Mary Wahl

Name: Mary Wahl

Title: Chair

Date: 10/19/11

State of Oregon

County of Multnomah

By: Nora Mullane

Name: Nora Mullane

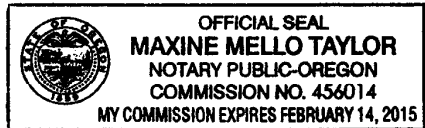
Title: Secretary

Date: 10/19/11

The foregoing instrument was acknowledged before me on this 19th day of October 2011, by Mary Wahl, Chairperson and Nora Mullane, Secretary of the Irvington Eighteen-Hundred Condominium Owners Association.

Witness my hand and official seal.

Signature: Maxine Taylor
Notary Public



REAL ESTATE COMMISSIONER

This Second Amendment to the Declaration of Irvington Eighteen-Hundred Condominium is approved pursuant to ORS 100.110 this 26th day of October, 2011. In accordance with ORS 100.110(8), this approval shall automatically expire if this amendment is not recorded within one year from this date.

OREGON REAL ESTATE COMMISSIONER

By: Laurie Skillman
Laurie Skillman

**MULTNOMAH COUNTY
TAX COLLECTOR AND TAX ASSESSOR APPROVAL**

This Second Amendment to the Declaration of Irvington Eighteen-Hundred Condominium is approved pursuant to ORS 100.110 this 1st day of Nov, 2011.

MULTNOMAH COUNTY TAX COLLECTOR AND TAX ASSESSOR

By: Frank Simpson

WHEN RECORDED, RETURN TO:
Vial Fotheringham LLP
17355 SW Boones Ferry Rd. Ste. A
Lake Oswego, OR 97035

Multnomah County Official Records
R Weldon, Deputy Clerk

2014-072101



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1R-AMBYLAWS

Pgs=10 Stn=11 ATWJH

\$50.00 \$11.00 \$20.00 \$10.00

plu
GRANTOR: Irvington Eighteen-Hundred
Condominium Owners Association
GRANTEE: Public

**THIRD AMENDMENT
TO
BYLAWS OF IRVINGTON EIGHTEEN-HUNDRED
CONDOMINIUM OWNERS ASSOCIATION**

This Third Amendment to Bylaws of Irvington Eighteen-Hundred Condominium Owners Association is made by Irvington Eighteen-Hundred Condominium Owners Association (“**Association**”).

- A. The Association is governing by the following documents:
1. *Declaration Submitting Irvington Eighteen-Hundred Condominium to Condominium Ownership*, on September 9, 2007 as Document No. 2007-161876, Records of Multnomah County, Oregon (“**Declaration**”); and
 2. *Bylaws of Irvington Eighteen-Hundred Condominium Owners Association*, recorded as Exhibit B to the Declaration (“**Bylaws**”).
- B. The Association is charged with the administration, operation, and management of Irvington Eighteen-Hundred Condominium.
- C. Pursuant to Article 25 of the Bylaws and ORS 100.410(4)(a)-(b), the Bylaws may be amended to limit the rental or leasing of units by at least 75 percent of the owners.
- D. The Association, by approval from the owners, wishes to amend the Bylaws as provided below. The undersigned President and Secretary certify that this Amendment is properly adopted as provided in the attached Exhibit A below.

AMENDMENT

NOW THEREFORE, pursuant to Article 25 of the Bylaws and ORS 100.410(4)(a)-(b), the following amendments are adopted:

Article 22 of the Bylaws is amended by adding a new Section C to Article 22 containing the following language:

- C. **Renting and Leasing of Units.** The following rules apply to the renting and leasing of units within the Condominium.

1. **Definitions.** As used in this Section 22.C:

- (a) “Grandfather Exception” means the right of an Owner to rent or lease a Unit under Subsection 4(a) below.
- (b) “Hardship Exception” means the right of an Owner to rent or lease a Unit under Subsection 6 below.
- (c) “Mortgagee Exception” means the right of an Owner to rent or lease a Unit under Subsection 4(b) below.
- (d) “Renting or Leasing a Unit” or “To Rent or Lease a Unit” means to grant a right to use or occupy a Unit for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value). “Renting or Leasing a Unit” or “To Rent or Lease a Unit” does not mean:
 - (i) Joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership; or
 - (ii) An agreement between the Owner and a roommate under which the Owner and another person or persons share joint use of the Unit.
- (e) “Tenant” means a person who is granted the right to use or occupy a Unit as described in Subsection 1(d) above.

2. **Limit on the Number of Units That May Be Rented or Leased; Board Approval.**

- (a) Rental-Lease Limit.
 - (i) An Owner may not rent or lease a Unit if the rental or lease results in more than forty percent (40%) of the total Units (the “**Rental-Lease Limit**”) being rented or leased. The rental or lease of a Unit under the Grandfather Exception or Mortgagee Exception counts as a rental or lease for the purpose of calculating the Rental-Lease Limit.
 - (ii) Except for Owners with a Mortgagee Exception under Subsection 4 below or an Owner with a Grandfather Exception for more than one Unit, an Owner is not eligible to rent more than one (1) Unit until the pending applications of:
 - (A) All Owners who are not currently renting or leasing a Unit are approved; and
 - (B) All Owners who are currently renting or leasing fewer Units

than the applicant are approved.

- (b) Board Approval. Except as provided in Subsection 4 below, a Unit may not be rented or leased without the approval by the Board of Directors of an application of the Owner in accordance with Subsections 5 or 6 below.

3. Additional Restrictions. Subject to Subsections 4 or 6 below:

- (a) An Owner may not rent or lease less than the entire Unit.
- (b) A Unit may not be rented or leased for transient or hotel purposes.
- (c) A Unit may not be rented or leased for a period of less than six (6) consecutive months.

4. Grandfather and Mortgagee Exceptions.

- (a) Grandfather Exception.
 - (i) An Owner who owns a Unit as of date of recording of this amendment may rent or lease the Unit without applying to the Board for approval to rent or lease the Unit. The right of an Owner to rent or lease a unit under this Subsection is referred to as a “**Grandfather Exception**.”
 - (ii) An Owner renting or leasing a Unit under a Grandfather Exception may not rent or lease less than the entire Unit or rent or lease the Unit for transient or hotel purposes.
 - (iii) The right of an Owner to rent or lease a Unit under a Grandfather Exception terminates once the Owner no longer has an interest in the Unit. The successor in interest to a Unit with a Grandfather Exception is subject to this Section 22.C and must apply to the Board to rent or lease the Unit.
- (b) Mortgagee Exception. Subsections 2 and 3(c) above do not apply to a first mortgagee who acquires a Unit by foreclosure or deed in lieu of foreclosure. A successor to the first mortgagee is subject to the restrictions of this Section 22.C. The right to rent or lease a Unit under this Subsection 4(b) is referred to as a “**Mortgagee Exception**.”

5. Application and Approval to Rent or Lease Unit.

- (a) Application and Approval. Before renting or leasing a Unit, an Owner shall submit a written application to the Board of Directors for a determination that the rental or lease of the Unit will not be in violation of the Rental-Lease

Limit and receive approval to rent or lease the Unit. An Owner under a Grandfather or Mortgagee Exception is not required to submit an application under this Subsection.

- (b) Board Procedure for Review and Determination.
 - (i) The Board of Directors or its agent shall review applications in chronological order based on the date of receipt of the application. Within ten (10) business days of receipt of a written application, the board shall approve the application unless the rental or lease would result in the number of Units being rented or leased exceeding the Rental-Lease Limit.
 - (ii) Within twenty (20) business days of receipt of the application, the Board shall give the Owner written notice of the Board's decision.
 - (iii) Failure of the Board of Directors to respond within the time period specified in this subsection does not constitute approval by the Board.
- (c) Waiting List. If an Owner's application is denied, unless otherwise directed in writing by the Owner, the applicant (including applicants who receive approval of a Hardship Exception) shall be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received shall have first opportunity to rent or lease the Unit upon submitting an application.
- (d) Notice of Ability to Rent or Lease Unit. Any time the number of Units rented or leased falls below the Rental-Lease Limit, the Board shall promptly notify the Owner who is first on the waiting list that Owner's request is approved unless Owner requests in writing that one (1) or more Owners be placed on the waiting list before Owner or that Owners name be removed from the waiting list and Owner's request be withdrawn.
- (e) Authorization of Others to Perform Duties under This Subsection. The Board of Directors may grant a management agent or other person the authority to review and, except for hardship applications under Subsection 6 below, to approve or deny applications under this Subsection.
- (f) Requirement if Lease or Rental Terminated. If a lease or rental is terminated, the Owner may rent or lease the Unit to a new tenant within ninety (90) days without being required to resubmit an application to the Board to rent or lease the Unit. After ninety (90) days, the Owner shall forfeit the right to rent or lease the Unit and must resubmit an application. Additionally, the Owner shall forfeit the right to rent or lease the Unit if:
 - (i) The tenant abandons the Unit for a period of greater than ninety (90)

days;

- (ii) The rental or lease agreement expires without the Owner and a new tenant entering into a new agreement within ninety (90) days of the expiration of the prior agreement;
- (iii) The tenant is evicted and no longer in possession of the Unit and the Owner fails to enter into a rental or lease agreement with a new tenant within ninety (90) days after the eviction;
- (iv) The Owner sells, assigns, transfers or conveys all or any part of his or her interest in the Unit (other than any transfer to a spouse, a trust of which the Unit owner is the sole beneficiary, or other business entity in which a majority interest is owned by the Unit owner).

The Board of Directors shall have the sole and exclusive discretion to extend any ninety (90) day period referred to herein for substantial financial or personal hardship as provided in Section 6 below.

- (g) Two Year Renewal of Authority to Rent. At the end of two years of use of a Unit as a rental, the Unit owner must request in writing to the Board a renewal of the two-year rental term. The Board of Directors will notify the Unit owner in writing whether the request has been approved or denied. A denial may occur if there have been repeated complaints about the Unit's tenants that the Unit owner has not addressed. If there are other Owners on the waiting list under Subsection 5(c) above, the Owner who has rented the Owner's Unit for a period of two years shall be placed on the waiting list as of the date at the end of the two year period and given an opportunity to lease or rent the Unit according to the provisions of Subsection 5(c) above.

6. Hardship Exception.

- (a) Board Discretion to Approve Hardship Exception.
 - (i) Subject to Subsection 6(a)(ii) below, if an application to rent or lease a Unit is denied, to avoid undue hardships or practical difficulties such as the Owner's death, job relocation, disability or other similar circumstances, the Board of Directors has discretion to approve a hardship application of an Owner or authorized representation of an Owner to temporarily rent or lease the Owner's Unit. The Board is limited to approving one additional Unit to be rented or lease in excess of the Rental-Lease Limit.
 - (ii) The Board of Directors may not approve a hardship application to rent or lease a Unit under this subsection if the rental or lease:
 - (A) Is for a period of more than one (1) year;

- (B) Results in an Owner renting or leasing less than the entire Unit; or
 - (C) Results in an Owner renting or leasing a Unit for hotel or transient purposes.
- (b) Hardship Application. An application for a Hardship Exception must be on a form prescribed by resolution of the Board of Directors. The Board shall review applications for Hardship Exception according to time periods provided for applications under Subsection 5(b) above.
- (c) Extension of Hardship Exception. At the termination of any Hardship Exception, the Owner or authorized applicant of the Owner may submit an application for extension of the Hardship Exception for additional one-year periods.

7. Rental and Lease Agreement; Copies of Documents.

- (a) Rental and Lease Agreement Requirements. A rental or lease agreement must be in writing and provide that:
- (i) The agreement and tenants are subject in all respects to the provisions of the Declaration, the Bylaws, any amendments to the Declaration or Bylaws and all rules and regulations adopted at any time by the Association;
 - (ii) The tenant must comply with all applicable requirements of the Declaration, Bylaws, and any rules and regulations; and
 - (iii) Failure by a tenant to comply with the Declaration, Bylaws, and any rules and regulations constitutes a default under the rental or lease agreement and that in the event of default the Association may require the Owner to terminate the rental or lease agreement and require the Owner to evict the tenant.
- (b) Copies of Documents Required to be Provided Tenants. The Owner shall provide the tenant with a copy of the Declaration, the Bylaws, including any relevant amendments to the documents, and all rules and regulations of the Association then in effect. If any document is amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendment, revision, change or supplement within twenty (20) calendar days of adoption by the Association or the Board of Directors. The Owner may provide the documents electronically, including by email or by posting of the documents on a website.

- (c) Information and Documents Required to be Furnished Association.
 - (i) After the date of recording of this amendment with the recording officer of Multnomah County, Oregon, within ten (10) business days of the commencement of the rental or lease period, the Owner shall provide the Association a Statement of Occupancy Information if required under Subsection 10 below and, if requested, a copy of the rental or lease agreement.
 - (ii) If the Owner fails to provide copies of the Declaration, Bylaws, and any rules and regulations, the Association shall provide the documents to the tenant and shall assess the Owner a reasonable charge for the cost incurred in providing the documents.

8. Remedies.

- (a) If an Owner fails to submit the required application and receive approval under Subsection 4 or 5 above and rents or leases a Unit, or rents or leases a Unit in violation of Subsection 3 above or after the Board of Directors has denied the Owner's application, the Board of Directors may:
 - (i) Assess fines against the Owner and Owner's Unit in an amount to be determined by the Board of Directors pursuant to a schedule of fines adopted by the Board in accordance with ORS 100.405(k); and
 - (ii) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the Owner to terminate the rental or lease agreement and require the Owner to remove the tenant.
- (b) If the Board of Directors determines that a tenant has violated a provision of the Declaration, Bylaws, or any rules and regulations, the Board of Directors may require an Owner, after notice and an opportunity to be heard, to terminate the rental or lease agreement and require the Owner to remove the tenant.

9. Costs and Attorney Fees.

- (a) Fines, charges, and expenses incurred in enforcing the Declaration, these Bylaws and rules and regulations with respect to the tenant or tenancy, and for any costs incurred by the Association in connection with any action under Subsection 8 above, including reasonable attorney fees, are assessments against the Owner and Unit, which may be collected and foreclosed by the Association as provided under Declaration and Bylaws and ORS 100.450.
- (b) In addition to the rights of the Association under Subsection (8)(a) above, the

Association is entitled to recover from an Owner determined in violation of this article its costs and attorney fees incurred for enforcement of this article, regardless of whether any lawsuit or other action is commenced. The Association may assess the costs and attorney fees against the Owner and the Unit as an assessment pursuant the Declaration and Bylaws, ORS 100.450 and 100.470.

10. Statement of Occupancy Information.

- (a) If requested by the Board of Directors, Owners shall provide the Board of Directors with a Statement of Occupancy Information. The Statement of Occupancy Information shall:
 - (i) Be on a form prescribed by resolution of the Board.
 - (ii) Contain a statement of whether or not the Unit is occupied by the Owner. If the Unit is not occupied by the Owner, state the name of the occupants.
 - (iii) State the day and night phone numbers of the Owner, tenant or other occupant.
 - (iv) State the term of any rental or lease agreement.
 - (v) Include any other information the Board deems necessary and appropriate.
 - (vi) Be kept current by the Owner.
- (b) Statements of Occupancy Information must be kept on file with the books and records of the Association. However, under ORS 100.480(8)(b), Statements of Occupancy Information and specific information contained in the forms are not available for inspection or duplication by Owners, except for an Owner's individual Statement of Occupancy Information, without the consent of the affected Owner. The information required under Subsection (9)(a) of this section is to enable the Association to respond to requests for statistical occupancy information related to Lot sales, financing of Lots, insurance and other similar matters and to make appropriate contacts in the case of emergencies.

11. Rules. Pursuant to the Declaration and these Bylaws, as well as ORS 100.405(a), the Board of Directors shall adopt by resolution rules establishing the application and approval process, a waiting list and such other rules as it deems necessary to implement this article.

12. ORS Chapter 90 Not Applicable. Nothing in this article may be construed to

impose on the Association the duties, responsibilities or liabilities of a landlord under ORS Chapter 90 or subject the Association to any requirements of ORS Chapter 90.

Except as otherwise stated herein, the Bylaws remained unchanged.

DATED: July 25, 2014

**IRVINGTON EIGHTEEN-HUNDRED
CONDOMINIUM OWNERS ASSOCIATION,**
an Oregon nonprofit corporation

By: Mary Wahl
Mary Wahl, President

By: Nora Mullane
Nora Mullane, Secretary

CERTIFICATION

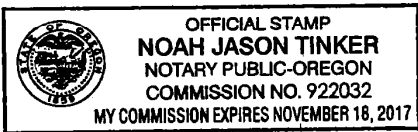
The undersigned President and Secretary of Irvington Eighteen-Hundred Condominium Owners Association, an Oregon nonprofit corporation, hereby certify that the within Third Amendment to Bylaws of Irvington Eighteen-Hundred Condominium Owners Association has been approved in accordance with Article 25 of the Bylaws and ORS 100.410.

Mary Wahl
Mary Wahl, President

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 25 day of July, 2014, by **Mary Wahl**, President of Irvington Eighteen-Hundred Condominium Owners Association, an Oregon nonprofit corporation, on its behalf.

Noah Jason Tinker
Notary Public for Oregon
My Commission Expires: 18 November 2017



Nora Mullane
Nora Mullane, Secretary

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 25 day of July, 2014, by **Nora Mullane**, Secretary of Irvington Eighteen-Hundred Condominium Owners Association, an Oregon nonprofit corporation, on its behalf.

Noah Jason Tinker
Notary Public for Oregon
My Commission Expires: 18 November 2017



WHEN RECORDED, RETURN TO:

Patricia Kramer
1800 NE 17th Ave, #3
Portland, OR 97212

GRANTOR: Irvington Eighteen-Hundred
Condominium Owners Association

GRANTEE: Public

Multnomah County Official Records
E Murray, Deputy Clerk

2018-064371



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BYLAWS
OF
IRVINGTON EIGHTEEN-HUNDRED CONDOMINIUM
OWNERS ASSOCIATION

TABLE OF CONTENTS

	Page
1. DEFINITIONS.....	2
2. ORGANIZATION OF ASSOCIATION.....	2
3. UNIT OWNERS' MEETINGS.	2
4. BOARD OF DIRECTORS.....	5
5. OFFICERS.....	9
6. FINANCIAL RECORDS; DETERMINATION OF COMMON EXPENSES.....	10
7. CONTRACTS.....	12
8. LOANS.....	12
9. CHECKS, DRAFTS, AND VOUCHERS.....	12
10. DEPOSITS.....	12
11. RESERVE STUDY.....	13
12. TAX RETURNS.....	13
13. COMMON EXPENSES.....	13
14. RESERVE ACCOUNT.....	14
15. COLLECTION OF UNIT OWNERS' SHARES OF COMMON EXPENSES.....	14
16. INSURANCE.	15
17. INDEMNIFICATION OF DIRECTORS AND OFFICERS.	18
18. MAINTENANCE.	19
19. REPAIR AND MAINTENANCE.	19
20. COLLECTION FOR LEASED OR RENTED UNIT.....	19
21. COMPLIANCE.....	20
C. LIMITS ON USE OF UNITS AND COMMON ELEMENTS.....	21
D. STATEMENT OF PURPOSES, USE, AND RESTRICTIONS.	28
E. DISPUTE RESOLUTION.....	28
F. AMENDMENTS.	29

**2018 AMENDED AND RESTATED BYLAWS OF
IRVINGTON EIGHTEEN-HUNDRED CONDOMINIUM
OWNERS ASSOCIATION**

These 2018 Amended and Restated Bylaws of Irvington Eighteen Hundred Condominium Owners Association (“**Bylaws**”) are adopted by the owners of the Irvington Eighteen Hundred Condominium Owners Association (“**Association**”).

RECITALS

- A. The Association was created pursuant to the following documents recorded in Multnomah County, Oregon:
1. *Declaration Submitting Irvington Eighteen-Hundred Condominium to Condominium Ownership*, on September 9, 2007 as Document No. 2007-161876, Records of Multnomah County, Oregon (“**Declaration**”);
 2. *Bylaws of Irvington Eighteen-Hundred Condominium Owners Association*, recorded as Exhibit B to the Declaration (“**Original Bylaws**”); and
 3. *Plat of Irvington Eighteen-Hundred Condominium*, recorded in Book 1288, Page 31-33, as amended by the *Irvington Eighteen-Hundred Condominium Plat Amendment*, recorded in Book 1300, Page 72 (collectively referred to as the “**Plat**”).
- B. The Association is governed by the provisions of the Oregon Condominium Act, ORS Chapter 100.
- C. The Association is charged with the administration, operation, and management of Irvington Eighteen-Hundred Condominium.
- D. The Association, by approval from the owners, wishes to amend the Bylaws as provided below. The undersigned President and Secretary certify that this Amendment is properly adopted as provided in the attached Certification below. It is intended that these adopted Bylaws amend, restate, and supersede in their entirety the Original Bylaws and any amendments thereto as of the date of recording of these Bylaws.

NOW THEREFORE, the owners of the Association hereby adopt the following as the Bylaws of the Association:

1. DEFINITIONS.

As used in these Bylaws, the terms:

A. **Association.** “**Association**” means the Irvington Eighteen-Hundred Condominium Owners Association, an Oregon nonprofit corporation.

B. **Majority of the Unit Owners.** “**Majority of the Unit Owners**” means the owners of more than 50 percent of the voting rights as provided in the Declaration. Whenever a percentage of the Unit owners is specified, percentage means a percentage of voting rights. All other capitalized terms not defined herein shall have the meaning assigned in the Declaration.

C. **Other Definitions.** Any and all definitions contained in the Declaration or in the Oregon Condominium Act apply to these Bylaws and are incorporated by reference.

2. ORGANIZATION OF ASSOCIATION.

The Association is incorporated under the Oregon Nonprofit Corporation Act. The Articles of Incorporation of the Association were filed on October 15, 2007 with the Oregon Secretary of State, Corporation Division. The Articles of Incorporation shall be consistent with the Declaration and these Bylaws. These Bylaws constitute the bylaws of the incorporated association. The Owner of the Units shall be entitled to one vote per Unit.

3. UNIT OWNERS’ MEETINGS.

A. **Annual Meetings.** The annual meetings of the Association shall be held on the first Saturday in November of each year or at such other time that the Board of Directors determines. Prior to the annual meeting, if there is a vacant position on the Board, the Board will generate a slate of nominations for directors and will present them at the annual meeting. At such meetings, the Association shall, by ballot, elect directors and transact such other business as may come before the meeting. If the election of directors shall not be held on the date designated herein for any annual meeting of the Unit owners or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Association as soon thereafter as conveniently may be, not more than 60 days after said time, by proper notice designating the meeting as the annual meeting.

B. **Special Meetings.** Special meetings of the Association for any purpose or purposes may be called by the Chairperson or a majority of the Board and shall be called by the Chairperson at the written request of not less than 50 percent of the Unit owners entitled to vote at the meeting.

C. **Open Meetings.** Unless otherwise provided under the Act:

(a) **Open Meetings.** Except as provided in Subsection (b) of this section, all meetings of the Board of Directors are open to Owners. The Board may open the meeting to owners for comment, but only members of the Board of Directors may cast votes at a

Board meeting. The Chairperson or presiding officer has the authority to exclude an Owner who disrupts the proceedings at a Board meeting.

(b) **Executive Sessions.** In the discretion of the Board of Directors, the Board may close the meeting to Owners and meet in executive session to:

- (1) Consult with legal counsel; or
- (2) Consider the following:
 - (i) Personnel matters, including salary negotiations and employee discipline;
 - (ii) Negotiation of contracts with third parties; or
 - (iii) Collection of unpaid assessments.
- (3) Discuss any other item permitted under ORS 100.420.

D. Place of Meeting. Such place as the Board may designate shall be the place of meeting for all annual and special meetings of the Unit owners.

E. Notice of Meeting. Written or printed notice stating the place, date, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the discretion of the Chairperson, the Secretary, or person calling the meeting, to each Unit owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Unit owner at his last known address on the records of the Association, with postage thereon prepaid.

F. Quorum and Voting of Unit Owners. At any meeting of the Association, Unit owners owning more than 50 percent of the voting rights, present in person or by proxy, shall constitute a quorum; and the concurring vote of a majority of such Unit owners present and constituting a quorum shall be valid and binding upon the Association, except as otherwise provided by law, these Bylaws, or the Declaration. If less than 50 percent of the voting rights are represented at a meeting, a Majority of the Unit Owners represented may adjourn a meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noted. The Unit owners present at a duly organized meeting may continue to transact business until adjournment, notwithstanding withdrawals of enough Unit owners to leave less than a quorum.

(a) **Multiple Units; Joint Owners.** If a voting owner owns or represents more than one Unit, he or she shall have votes corresponding with each Unit he or she owns or represents. In the event the owner or owners have pledged their votes regarding special matters to a mortgagee under a duly recorded mortgage and notice thereof has been given to the

Secretary or Manager of the Association, only the vote of the mortgagee will be recognized in regard to the special matters upon which the votes are so pledged.

(b) **Representatives.** An administrator, executor, 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 or her in such capacity, whether or not same shall have been transferred to his name; provided that he or she shall satisfy the Secretary that he or she is the executor, administrator, guardian, or trustee holding such Unit in such capacity. Whenever any Unit is owned by two or more persons jointly, according to the records of the Association, a vote thereof may be exercised by anyone of the owners then present, in the absence of protest by a co-owner unless a valid court order establishes the authority of a co-owner to vote. In the event of protest by a co-owner or a valid court order establishing the authority of a co-owner to vote, the vote shall be divided by the number of co-owners, and each co-owner shall cast an equal fractional vote. An individual may vote or grant consent on behalf of a Unit owned by a corporation, partnership or other entity provided the Secretary is satisfied that the individual is the authorized representative of the entity.

G. Proxies. At all meetings of the Unit owners, a Unit owner may vote by proxy executed in writing by the Unit owner or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting, shall be dated, and shall not purport to be revocable without notice.

H. Record Date; Owners Entitled to Vote. Unless otherwise determined by resolution adopted by the Board of Directors, the record date required under ORS 65.221 for determining Owners entitled to vote is as follows:

(a) **Association Meeting.** For any meeting of Owners, the record date is the time the meeting is called to order.

(b) **Action by Written Ballot in Lieu of a Meeting.** For action by written ballot in lieu of a meeting conducted under Section J below, the record date is the day before written ballots are mailed or otherwise delivered. If the Board specifies a different record date, the date shall be included in the solicitation given under Section J below.

(c) **Action without a Meeting.** For action taken without a meeting, the date is the date specified in the consent, if any.

I. Action by Written Ballot in Lieu of a Meeting. At the discretion of the Board of Directors, unless prohibited under ORS 100.425, any action that may be taken at any annual, regular or special meeting of Owners may be taken without a meeting upon compliance with ORS 100.425.

J. Absentee Ballots. At the discretion of the Board of Directors, a vote may be cast or consent given by absentee ballot as provided under the Act.

K. Meeting Procedure. Unless other rules of order are adopted by a resolution of the Board of Directors or the Owners, except when inconsistent with these Bylaws, Association meetings of Owners shall be conducted according to the latest edition of *Robert's Rules of Order*

published by the Robert's Rules Association. The validity and right to challenge a decision of the Association are governed by the Act.

4. **BOARD OF DIRECTORS.**

A. **Appointment, Number, and Term.** The number of directors of the Association shall be four (4). The term of office for each director shall be three years. At the expiration of the term of office of each director, a successor shall be appointed to a term of three years. Any director must be a Unit owner.

B. **Election and Term of Office.** As referenced in Section 3B, the Association shall elect any directors at the annual meeting of the Unit owners. If the election of directors shall not be held at the annual meeting, such election shall be held as soon thereafter as is convenient. Each director shall hold office until his or her successor shall have been duly elected and shall have qualified, or until his or her death, or until he or she shall resign or shall have been removed in the manner herein provided.

C. **Removal of Directors by Owners.**

(a) Subject to Subsection (b) of this subsection, at any annual or special meeting, any one or more of the directors may be removed, with or without cause, by a vote of Owners representing at least a majority of the Units. In order for the Owners to propose the consideration of removal of a director at an annual meeting, at least seven (7) days before the earliest date that notices may be given, the Owners must submit to the Chairperson or Secretary a written petition signed by owners of a majority of the Units. The petition must specify the names of the directors whose removal is to be considered at the annual meeting.

(b) The notice of the meeting subject to this subsection must state:

(i) The removal of one or more named directors will be considered; and

(ii) The agenda of the meeting will include the election of a successor to fill any vacancy created by the removal of a director.

(c) In addition to any other requirements, the following requirements apply to a special or annual meeting subject to this subsection:

(i) The agenda must include the election of a successor to fill the vacancy created as provided under Section 4D below.

(ii) Before a vote to remove a director, any director whose removal has been proposed by the Owners must be given an opportunity to be heard at the meeting.

(iii) A vote to remove a director must be conducted by written ballot and must provide an opportunity for Owners to vote separately for or against each director whose removal is proposed. The Board may require that the vote be conducted by secrecy procedure.

D. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise shall be filled by the Board for the unexpired portion of a term. Any directorship to be filled by reason of an increase in the number of directors or by reason of the removal of one or more directors shall be filled by election at an annual meeting or at a special meeting of the Unit owners called for that purpose.

E. Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and Association property, except such powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board by the Unit owners. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep, maintenance, repair, and replacement of the general and limited common elements and Association property and payment for the expense thereof.

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

(c) Preparation and adoption of budgets, preparation, review, update of reserve studies and maintenance plans, and assessment and collection of the common expenses, all in accordance with the provisions of these Bylaws.

(d) Employment and dismissal of such personnel as necessary 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. To the extent required by the Act, the Board shall notify the owners prior to instituting litigation or administrative proceedings, and shall comply with the dispute resolution procedures set forth in ORS 100.405(11). With regard to any pending litigation involving the Association, the Board shall periodically report to the Unit owners as to the status (including settlement offers), progress, and method of funding such litigation. Nothing in this paragraph shall be construed as requiring the Board to disclose any privileged communication between the Association and its counsel.

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

(g) Preparation and distribution of annual financial statements in accordance with these Bylaws and annual preparation and filing of all required income tax returns or forms for the Association.

(h) Preparation, adoption, and enforcement of rules and regulations for use of the common elements.

(i) Maintenance of a current mailing address in the name of the Association.

(j) Maintenance of the information required to enable the Association to comply with ORS 100.480(7).

(k) 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.

(l) Making additions and improvements to, or alterations of, the common elements.

(m) Modifying, removing, or eliminating all or any portion of any common element landscaping.

(n) Designating one or more committees that shall report to the Board and may make recommendations to the Board. At least one member of each committee shall be a member of the Board.

(o) Enforcement by legal means of the provisions of the Act, the Declaration, these Bylaws, and any rules and regulations adopted hereunder.

(p) Imposition of reasonable fines for violations of the Declaration, these Bylaws, or the rules and regulations of the Association after giving written notice and an opportunity to be heard as to the violation, provided that the fine is based on a resolution adopted by the Board and a copy of such violation is delivered to each Unit.

(q) The filing of an Annual Report and any amendment in accordance with ORS 100.250.

F. Regular Board Meetings. A regular meeting of the Board shall be held without notice other than this Bylaw immediately after and at the same place as the annual meeting of Unit owners. The Board may provide by resolution the time and place for the holding of additional regular meetings without notice other than such resolution. The initial organization meeting of the Board of Directors shall be held immediately following the annual meeting of the Association or after the meeting at which new directors were elected.

G. Special Board Meetings. Special meetings of the Board may be called by or at the request of the Chairperson of the Board or any one director. The person or persons authorized to call special meetings of the Board may fix the place for holding any special meeting called by them.

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

of the Board need be specified in the notice or waiver of notice of such meeting. If at any time a majority of the Units are occupied as principal residences, notice of meetings shall be posted at a place on the Condominium at least three days prior to the meeting or in any manner reasonably calculated to notify owners of the date, time and location of the Board meeting.

I. Quorum of Directors. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. Each director shall have one vote.

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

K. Presumption of Assent. A director who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

L. Reimbursement of Directors. The directors shall not receive compensation but shall be reimbursed for their reasonable expenses related to attendance at meetings of the directors.

M. Directors May Engage Manager. The Board may retain the services of an individual or firm to act as Manager or Managing Agent to manage the affairs of the Association and may employ, or instruct such Manager or Managing Agent to employ, such other persons as may be necessary from time to time for the maintenance, upkeep, and repair of the common elements, provided that such persons shall, if required by any applicable regulations, be licensed with the Oregon Real Estate Agency. All such agreements shall provide for a term of not more than three years and may be terminated, with or without cause, upon 90 days' notice to all parties affected.

N. Directors to Adopt Administrative Rules and Regulations. The administrative rules and regulations shall be adopted by the Board of Directors and shall be binding as though they are a part hereof.

The Board shall have the power to amend such administrative rules and regulations as may be necessary or desirable to govern the details of the operation and use of the Units and common elements, including such rules as are desirable to prevent unreasonable interference with the use of their respective Units and of the common elements by the several Unit owners.

O. Attendance by Unit Owners. All meetings of the Board of the Association shall be open to Unit owners except, at the discretion of the Board, when certain matters may be discussed in executive session as permitted under ORS 100.420(1).

P. Telephonic Meetings. A Board meeting may be conducted by telephonic communication or any other method or by the use of a means of communication that allows all members of the board of directors participating to hear each other simultaneously or otherwise to be able to communicate during the meeting. However, if a majority of the Units are principal residences of occupants, then for other than emergency meetings, notice of each meeting of the Board of Directors must be posted at a place or places in the Condominium at least three (3) days prior to the meeting or notice must be provided by a method otherwise reasonably calculated to inform the Owners of the meeting. Only emergency meetings of the Board of Directors may be conducted in a manner described under this Section.

5. OFFICERS.

A. Number. The officers of the Association shall be a Chairperson, a Secretary, a Treasurer, and a Maintenance Director each of whom shall be elected by the Board. There must be at least two officers holding the four offices, but two offices may be held by the same person. Officers shall not be required to be Unit owners.

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

C. Removal. Any officer elected or agent designated by the Board may be removed by the Board whenever, in its judgment, the best interests of the Association will be served thereby; but such removal shall be without prejudice to the contract rights, if any, of the persons so removed.

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

E. Chairperson. The Chairperson shall have all the powers and duties of a chairperson under the Act. The Chairperson shall, when present, preside at all meetings of the Unit owners and the Board and shall perform all duties incident to such office and such other duties as may be prescribed by the Board from time to time. He or she shall be the principal executive officer of the Association and subject to the control of the Board. He or she shall, in general, supervise and control all the business and affairs of the Association and sign with the Secretary, or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

F. Secretary. The Secretary shall (i) keep the minutes of the meetings of Unit owners and the Board in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law; (iii) be custodian of the Association records; and (iv) in general, perform all duties incident to the office

of Secretary and such other duties as from time to time may be assigned to him or her by the Chairperson or the Board.

G. Treasurer. The Treasurer shall (i) have charge and custody of and be responsible for all funds of the Association; (ii) receive and give receipts for moneys due and payable to the Association from any source whatsoever; (iii) deposit all moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board; (iv) approve payment vouchers; (v) prepare or cause to be prepared and filed any required income tax return or forms for the Association; and (vi) in general, perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him or her by the Chairperson or by the Board, including approving payment vouchers for maintenance and repair of the common elements.

H. Maintenance Director. The Maintenance Director shall (i) oversee the operation, care, upkeep, maintenance, repair, and replacement of general and limited common elements, (ii) work with other Maintenance committee members to track the timing of and seeing through to completion the work prescribed by the reserve study, (iii) ensure the completion of maintenance tasks according to the schedule prescribed in the maintenance manual, (iv) assign maintenance tasks to unit owners as needed, (v) report maintenance issues to the Board, and (vi) obtain prior approval from the Board for expenditures over \$1,000. The Maintenance Director, along with members of the committee, serves as the HOA's liaison with contractors and inspectors involved in completion of maintenance tasks.

6. FINANCIAL RECORDS; DETERMINATION OF COMMON EXPENSES

A. Keeping of Records. The Association shall keep all records required to be kept in accordance with ORS 100.480, and shall keep financial records sufficient for proper accounting purposes. Such records shall be located within the State of Oregon. Within 90 days after the end of each fiscal year, the Board shall cause to be prepared an annual financial statement consisting of a balance sheet and income and expenses statement for the preceding fiscal year, and shall distribute to each Unit owner a copy of the annual financial statement.

B. Records Requests. Upon receipt of a written request made in good faith for a proper purpose, the Association shall make available to Unit owners and any mortgagee of a Unit, for their inspection or duplication during normal business hours or under other reasonable circumstances, current copies together with any amendments thereto of the Declaration, Bylaws, the recorded Plat, if feasible, and other rules concerning the Condominium, and the books, records, and financial statements of the Association. Pursuant to Article 8 above, the Board of Directors may adopt reasonable rules that:

(a) Govern the frequency, time, location, notice and manner of examination and duplication of Association records.

(b) Prescribe a reasonable fee for furnishing copies of any requested documents, information or records. The fee may include reasonable personnel costs incurred to fulfill the request.

(c) Impose a records update fee to cover the administrative costs incurred by the Association when there is a change in Unit occupancy. Unless specifically permitted under the Act, the fee may not exceed the reasonable costs of updating records of the Association, providing copies of association information and documents and any inspections required to determine if the Unit is in compliance with the Declaration and these Bylaws.

C. Statement of Assessments. The Association shall provide, within ten (10) business days of receipt of a written request from an owner, a written statement that provides (i) the amount of assessments due from the owner and unpaid at the time the request was received, including regular and special assessments, fines and other charges, accrued interest, and late payment charges; (ii) the percentage rate of which interest accrues on assessments that are not paid when due; and (iii) the percentage rate used to calculate the charges for a late payment or the amount of a fixed charge for the late payment; provided, however, that the Association is not required to comply with the above provisions if the Association has commenced litigation by filing a complaint against the Unit owner and the litigation is pending when the statement would otherwise be due; and provided further that records kept by or on behalf of the Association may be withheld under the circumstances set forth in ORS 100.480. Upon written request of a prospective purchaser, the Association shall make the foregoing information available for examination and duplication during reasonable hours. The Association may charge a reasonable fee for furnishing any documents, information, or records described in this Article 6.

D. Budget. The Board at least annually shall prepare and adopt a budget for the Association. A summary of the budget shall be distributed to all Unit owners within 30 days following adoption. If the Board fails to adopt an annual budget, the last adopted budget will continue in effect.

E. Special Budget. If all or any part of a budget adopted under this section is or will become inadequate to meet common expenses incurred for any reason, in lieu of adopting an amended budget under this section, the Board may adopt a special budget. As soon as practicable, the Board of Directors shall determine the approximate amount of the inadequacy and adopt by resolution a special budget. The resolution shall identify the reason for the inadequacy.

F. 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 Owners, and the proceeds of which shall be used only for the specific capital improvements described in the resolution. No such capital improvement may be undertaken by the Board of Directors if the total cost will exceed the amount of twelve thousand dollars (\$12,000.00), unless the Owners have enacted a resolution authorizing the project by Owners representing a majority of the Units, present in person or by proxy, at a meeting at which a quorum is constituted.

(b) For purposes of the Declaration and these Bylaws, the term “Capital Improvement” means the use of Association funds to construct or build an addition to the Condominium, where such use of funds is optional under the Governing Documents, rather than mandatory, and is not otherwise required by Law. The maintenance, repair or replacement of

Improvements within the Condominium shall not be considered a "Capital Improvement," (notwithstanding that such expenditure or improvement may be considered a capital expenditure or capital improvement for tax purposes) if:

(i) The Association is obligated to maintain the Improvement;
and

(ii) The Association uses materials of similar kind; that are required, either due to changes in building or fire codes or due to discontinued fabrication or unavailability; or that have substantially similar cost over the useful life of the material.

(c) **Other Special Assessments.** In the event the Board of Directors determines that the assessments established upon adoption of the budget as above will be insufficient to pay the common expenses, or the Board of Directors determines that additional funds will be needed to meet unexpected or unbudgeted common expenses, the Board may levy an additional special or extraordinary assessment. Such assessment shall be allocated to each Unit in the same proportion set forth in the Declaration, and may be payable in installments over a specified period, in a lump sum, or in a lump sum with option to pay in installments with interest, as determined by the Board of Directors.

7. CONTRACTS.

The Board may authorize any officer or director, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association; and such authority may be general or confined to specific instances. The Board shall have the right to make additions, alterations, or improvements to the common elements and to pay for the same out of the reserve fund established by the Board, or to specifically assess the several Units therefor as a common expense.

8. LOANS.

No loan shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board and approved by the unanimous affirmative vote of the owners of 100 percent of the voting rights. Such authority may be general or confined to specific instances.

9. CHECKS, DRAFTS, AND VOUCHERS.

All checks, drafts, vouchers, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent(s), of the Association and in such manner as shall from time to time be determined by the resolution of the Board.

10. DEPOSITS.

All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, savings and loan associations, or other depositories located within the State of Oregon as the Board may select. All assessments shall be

deposited in a separate bank account in the name of the Association. All expenses of the Association shall be paid from the Association's bank account.

11. RESERVE STUDY.

A. Annual Reserve Study. The Board shall, in accordance with ORS 100.175(3)(c), annually conduct a reserve study or review and update an existing study to determine if adjustments in the amounts of the reserve payments would be appropriate and to determine if the provision for additional reserve items would be appropriate. In addition, the Board shall, in accordance with ORS 100.175, annually prepare a maintenance plan or review and update an existing plan.

B. Content of Reserve Study. The reserve study shall include (i) identification of 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 30-year plan for the maintenance, 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 such schedule. The 30-year plan under this section shall: (i) be appropriate for the size and complexity of the common elements and association property; and (ii) address issues that include but are not limited to warranties and the useful life of the common elements and association property. The maintenance plan includes items from the reserves study and regular occurring maintenance items that the Association must do that year.

C. Summary of Study. The Board shall within 30 days after conducting the reserve study and preparing or updating the maintenance plan, provide to every unit owner a written summary of the reserve study and maintenance plan and of any revisions to the 30-year plan adopted by the Board as a result of the reserve study.

12. TAX RETURNS.

The Board annually shall cause the necessary income tax returns to be filed for the Association.

13. COMMON EXPENSES.

A. General Common Expenses. The owner of each Unit shall be liable for and pay a share of the following general common expenses equal to such owner's undivided interest in the General Common Elements as set forth in Section 7.1 of the Declaration: insurance (including without limitation casualty, liability, and fidelity insurance or bond); the cost of repair, reinstatement, rebuilding, or replacement of the General Common Elements; wages, accounting and legal fees, management fees, and other necessary expenses of upkeep, maintenance, management, and operation on or for the General Common Elements. Common expenses shall also include such amounts as the Board may deem proper to make up any deficit in the common expenses of any prior year.

B. Extraordinary Usage. Notwithstanding the foregoing, any Unit owner using extraordinary quantities of utility services that are not separately metered shall be liable for

the cost of such services in excess of normal use as determined by an engineer appointed by the Board.

14. RESERVE ACCOUNT.

The Association may establish a reserve account in the name of the Association for the periodic maintenance, repair, and replacement of certain common elements pursuant to the Act. Any such reserve account shall be maintained out of regular assessments for common expenses.

15. COLLECTION OF UNIT OWNERS' SHARES OF COMMON EXPENSES.

A. Monthly Statements. Unit owners' shares of common expenses shall be collected monthly, in advance, by the Treasurer of the Association. Each Unit owner shall be entitled to receive from the Treasurer at the time of payment of common expenses an itemized statement of common expenses. Such itemized statement shall be prepared in such manner as the Board shall determine.

B. Late Charges. The Board may impose a late charge not to exceed 5 percent of the amount of any statement which is not paid within 10 days after it is rendered. The imposition of a late charge shall be without prejudice to any other remedy available to the Association.

C. Liens. The Association shall have the authority and the duty to levy and enforce the collection of general and special assessments for common expenses. Whenever the Association levies any assessment for common expenses against a Unit, the Association, upon complying with this section, shall have a lien upon the individual Unit and the undivided interest in the common elements appertaining to such Unit for: (i) the reasonable value of such common expenses allocable to such Unit; (ii) any unpaid assessments; (iii) interest; (iv) late charges; (v) costs or other amounts levied under the Declaration or these Bylaws; and (vi) attorneys' fees, and the lien shall be prior to all other liens or encumbrances upon the Unit, except tax and public improvement assessment liens, and a first mortgage or trust deed of record. Recording of the Declaration constitutes record notice and perfection of the lien for assessments. If the Association records a lien notice, the Unit owner shall be liable for the cost of preparation and recording of the notice.

D. Personal Obligation of Assessments. Each assessment shall be a separate and personal debt and obligation of the Unit owner against whom the same is assessed at the time the assessment fell due and shall be collectible as such. Such personal obligation shall not pass to successors in title unless assumed by them or required by law. The Board shall cause to be filed a notice of lien claim pursuant to ORS 100.450(2)-(3) with respect to any assessment which has not been paid within 30 days from the mailing of the notice of assessment. The notice of lien claim shall be filed within 10 days following the expiration of such 30-day period. The Association shall be entitled to recover, in any suit to foreclose or action to recover a money judgment for unpaid common expenses, interest on the delinquent assessment at the rate of 12 percent per annum and costs, including reasonable attorneys' fees in such suit or action, or any appeal therefrom.

E. Sale or Transfer of Unit. A lien for common expense assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a

foreclosure of a first mortgage or trust deed or a deed in lieu of foreclosure to the extent permitted by ORS 100.465 shall extinguish a lien securing unpaid assessments through the date of recording the deed, provided that written notice has been given to the Association in accordance with the provisions of ORS 100.465(1) and the deed is recorded not later than 30 days after the date such notice is mailed. Any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, an assessment made thereafter.

F. Foreclosure. In case of foreclosure, the Unit owner shall be required to pay a reasonable rental for the Unit; and the plaintiff in the foreclosure suit shall be entitled to the appointment of a receiver to collect the rental, without regard to the value of the security. An action to recover a money judgment, together with reasonable attorneys' fees for unpaid common expenses, may be maintained without foreclosing or waiving the lien securing the claim for common proceeds.

G. Interest. All unpaid assessments for common expenses shall bear interest at the rate of 12 percent per annum in commencing 15 days after the statement covering the assessment is rendered.

16. INSURANCE.

The Association, through the Board, shall obtain and maintain at all times and shall pay for out of common expense funds the following insurance:

A. Property Damage Insurance. The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and "all risk" endorsements, and such other coverages as the Association may deem desirable.

(a) The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the Units and any improvements on the Common Areas (exclusive of land, foundation, excavation and other items normally excluded from coverage or excluded from coverage as provided in these Bylaws), subject to a reasonable deductible as determined by the Board.

(b) The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the Common Areas and all personal property and supplies belonging to the Association, together with all fixtures, improvements and alterations comprising a part of each Unit as may be further defined by resolution of the Board.

(c) Such policy or policies shall name the Association, for the use and benefit of the individual Unit owners, as insured, and shall provide for loss payable in favor of the Association, as a trustee for each owner and each such owner's mortgagee, as their interests may appear. The policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution) which is commonly accepted by institutional mortgage investors in Oregon.

B. Liability Insurance.

(a) The Association shall maintain comprehensive general liability insurance coverage insuring the Association, the Board, and the managing agent, against liability to the public or to owners and their invitees or tenants, incident to the operation, maintenance, ownership or use of the Property, including legal liability arising out of lawsuits related to employment contracts of the Association. There may be excluded from such policy or policies coverage of an owner (other than as a member of the Association or Board) for liability arising out of acts or omissions of such owner and liability incident to the ownership and/or use of the part of the Property as to which such owner has the exclusive use or occupancy.

(b) Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single-limit basis.

(c) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

C. Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

D. Fidelity Insurance.

(a) The Board may cause the Association to maintain blanket fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association. In the event that the Association has retained a management agent, the Board may require such agent to maintain fidelity insurance for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The cost of such insurance, if any, may be borne by the Association.

(b) The total amount of fidelity coverage required shall be based upon the best business judgment of the Board.

(c) Such fidelity insurance shall name the Association as obligee and shall contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and each servicer on behalf of the Federal National Mortgage Association ("Fannie Mae").

E. Insurance by Unit Owners. The Association has no responsibility to procure or assist in procuring property loss insurance for any owner or tenant for (i) damage to a Unit not covered by the Association' policy (because of the deductible amount or because the claim for loss or damage is one not covered by fire and property loss insurance policies required by these Bylaws or held by the Association); or (ii) for any damage or loss to the owner's or tenant's personal property. Owners must be responsible for purchasing insurance policies insuring their units for the deductible amount under the Association's policies and for insuring their own

personal property for any loss or damage. Tenants must be responsible for insuring their own personal property for any loss or damage. The Association shall notify all owners of the amount of the deductible under the Association policies. To the extent reasonably practicable, the Association shall give at least thirty (30) days' notice to the owners of any increase in the deductible proposed in renewal or replacement insurance policies. Owners and tenants of all Units must procure and maintain comprehensive liability policies having combined limits in amounts reasonably set by the Board no more often than every three years. Such insurance must provide coverage for, without limitation, the negligent acts of the owner and tenant and their guests or other occupants of the Unit for damage to the Common Area and other Units and the personal property of others located therein.

F. Other Insurance Requirements. Insurance obtained by the Association shall be governed by the following requirements:

(a) All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon which falls into a B general policyholder's rating or a financial performance index of 6 or better, as designated in Best's Key Rating Guide, or an A or better rating from Demotech, Inc.

(b) Notwithstanding the provisions of Section 16(A)(c) above, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement, or any successor to such trustee. Such insurance trustee shall have exclusive authority to negotiate losses under any property or liability insurance policy. Each owner appoints the Association, or any insurance trustee or substitute trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance including: the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purchase. The Association or insurance trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for owners and their first mortgage holders, as their interests may appear.

(c) All property insurance policies shall contain endorsements providing for the following: recognition of any Insurance Trust Agreement, a waiver of the right of subrogation against the Board, any owner or any guest of an owner, that the insurance is not prejudiced by any act or neglect of individual owners which is not in the control of such owners collectively, and that the policy is primary in the event the owner has, other insurance covering the same loss, and any such other insurance policies of the owners or their mortgagees shall not be brought into contribution with the Insurance policies to be obtained by the Association.

(d) For purposes of this Article, insurance policies are unacceptable where (i) under the terms of the insurance carrier's charter, Bylaws or policy, contributions or assessments may be made against the Association or owners, or (ii) by the terms of the carrier's charter, Bylaws or policy, loss payments are contingent upon action by the carrier's Board, policy holders or members, or (iii) policy includes any limiting clauses (other than insurance conditions) which could prevent owners from collecting insurance proceeds.

(e) All policies required by this Article shall provide that they may not be canceled or substantially modified without at least 10 days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. Evidence of insurance shall be issued to each owner and mortgagee upon request.

(f) The Board may require each owner to notify the Board of all improvements made by the owner to his Unit, the value of which is in excess of an amount established by the Board. Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the Board pursuant to the Declaration.

G. Optional Provisions. The Board shall make every effort to secure insurance policies that will provide for the following:

(a) To the extent appropriate and available at reasonable cost, the Association shall maintain additional coverages against such other risks as are customarily covered with respect to projects similar in construction, location and use, including but not limited to, flood, contractual and all-written contract insurance, employer's liability insurance, comprehensive automobile liability insurance, and an endorsement patterned after "use and occupancy" insurance providing relief from monthly assessments while a Unit is uninhabitable due to a covered loss.

(b) If reasonably available, the insurance policies shall include an Agreed Amount and Inflation Guard Endorsement, and Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement, and an Increased Cost of Construction Endorsement).

(c) Flood insurance, if the Property is in a Special Flood Hazard Area.

17. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

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

18. MAINTENANCE.

A. Homeowner's Association Bylaws and/or Declaration. The Association will perform, as recommended in the Maintenance Manual (defined below), all necessary routine maintenance inspection and other necessary repairs and maintenance called for to reasonably address the results of these maintenance inspections.

B. Maintenance Manual Preparation. The Association shall provide and assemble instructions and recommendations for the operation and routine maintenance of all systems, equipment, and similar items (including, but not limited to, mechanical, electrical, plumbing, structural, and envelope) ("Maintenance Manual").

19. REPAIR AND MAINTENANCE.

A. Every Unit owner shall at all times keep his or her Unit in good order and repair and shall promptly perform all such work within his Unit, the omission of which would affect any common elements or other Units, and shall be responsible for all loss and damage caused by his failure to do so.

B. All repairs of internal installations within each Unit, including interior walls and partitions and the inner surfaces of the perimeter walls, floors, and ceilings of such Unit, shall be at the Unit owner's expense.

C. Every Unit owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common element damaged or lost through the fault of such Unit owner or the invitees of such Unit owner.

D. The Association shall perform all inspections and maintenance as recommended by the maintenance plan described in Section 11 above and make such repairs and maintenance as may be necessary to reasonably address the results of the inspections.

20. COLLECTION FOR LEASED OR RENTED UNIT.

All leases or rental agreements for Units shall be in writing and specifically subject to the requirements of the Declaration and Bylaws.

If the Unit owner shall at any time rent or lease his or her Unit and shall default for a period of 30 days or more in the payment of the Unit owner's proportionate share of common expenses and of taxes and assessments, or any installment thereof, the Board may, at its option, so long as such default continues, demand and receive from any tenant of the Unit owner occupying the Unit the rent due or becoming due from such tenant to the Unit owner, up to an amount sufficient to pay all sums due from the Unit owner, including interest, if any, and any such payment as such rent to the Board by the tenant shall be sufficient discharge of such tenant as between such tenant and the Unit owner to the extent of the amount so paid. But any such demand or acceptance of rent from any tenant shall not be deemed to be a consent to or approval of any lease by the Unit owner or a release or discharge of any of the obligations of the Unit owner hereunder. In the event the Board makes demand upon the tenant as aforesaid, the tenant shall not have the right to question the right of the Board to make such demand, but shall be obligated to make said payments to the

Board, as demanded by the Board, with the effect as aforesaid; provided, however, the Board may not exercise this right if a receiver has been appointed to take charge of the premises pending a mortgage foreclosure or if a mortgagee is in possession pending a mortgage foreclosure.

21. COMPLIANCE.

A. Unit Owners. Each unit owner shall comply with the Declaration, any supplemental condominium declaration, and the Bylaws, and with the administrative rules and regulations adopted thereunder, and with all other applicable covenants, conditions, and restrictions of record. Failure to comply therewith shall be grounds for suit or action maintainable by the Association or any Unit owner in addition to other sanctions that may be provided by the Bylaws or by any existing administrative rules and regulations.

B. Violations of Declaration or Bylaws. The violation of any provision of these Bylaws or the Declaration, any rule or regulation, the Air Space Lease, or the Act gives the Board of Directors acting on behalf of the Association, the right in addition to any other rights set forth in the Declaration, these Bylaws or the Act to do any or all of the following after giving reasonable notice and an opportunity to be heard:

(a) To enter the Unit or appurtenant Limited Common Element in which or as to which the violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist in the Unit or Limited Common Element contrary to the intent and meaning of stated violated provisions, and the Board of Directors may not thereby be deemed guilty of any manner of trespass.

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

(c) To levy reasonable fines that are based on a schedule of fines adopted and imposed in accordance with ORS 100.405 or other applicable provision of the Act.

(d) In accordance with the Act, to terminate the right to receive utility services paid for out of Association Common Expense Assessments or the right of access to and use of recreational and service facilities of the Condominium until the correction of the violation has occurred.

(e) To do any of the actions specified in this section in conjunction with each other.

B. Subordination. These Bylaws are subordinate and subject to the provisions of the Declaration and all amendments thereto and the Act; and in case of any conflict, the Act shall control. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or the Act.

C. Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board to conduct or engage in any act or business for profit on behalf of any of or all the Unit owners.

D. Waiver, Precedent and Estoppel. Failure by the Association to enforce any provision of the Declaration, these Bylaws, or any rule or regulations shall not constitute a waiver or estoppel of such provision, nor shall it create a precedent or implied policy that the Association may not enforce such provision.

22. LIMITS ON USE OF UNITS AND COMMON ELEMENTS.

A. Lease. Any lease or rental agreement for any Unit must be in writing, subject to the requirements of the Declaration and the Association.

B. Insurance. Nothing shall be done or kept in any Unit or in the common elements which will increase the rate of insurance on the Condominium without the prior written consent of the Board. No Unit owner shall permit anything to be done or kept in his or her Unit which will result in the cancellation of the insurance on any part of the Condominium. The Board shall have the power to adopt rules and regulations for use of the common elements and there shall be no violation of such rules.

C. Renting and Leasing of Units. The following rules apply to the renting and leasing of units within the Condominium.

1. Definitions. As used in this Section 22.C:

(a) “Grandfather Exception” means the right of an Owner to rent or lease a Unit under Subsection 4(a) below.

(b) “Hardship Exception” means the right of an Owner to rent or lease a Unit under Subsection 6 below.

(c) “Mortgagee Exception” means the right of an Owner to rent or lease a Unit under Subsection 4(b) below.

(d) “Renting or Leasing a Unit” or “To Rent or Lease a Unit” means to grant a right to use or occupy a Unit for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value). “Renting or Leasing a Unit” or “To Rent or Lease a Unit” does not mean:

(i) Joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership; or

(ii) An agreement between the Owner and a roommate under which the Owner and another person or persons share joint use of the Unit.

(e) “Tenant” means a person who is granted the right to use or occupy a Unit as described in Subsection 1(d) above.

**2. Limit on the Number of Units That May Be Rented or Leased;
Board Approval.**

(a) Rental-Lease Limit.

(i) An Owner may not rent or lease a Unit if the rental or lease results in more than thirty percent (30%) of the total Units (the “**Rental-Lease Limit**”) being rented or leased. The rental or lease of a Unit under the Grandfather Exception or Mortgagee Exception counts as a rental or lease for the purpose of calculating the Rental-Lease Limit.

(ii) Except for Owners with a Mortgagee Exception under Subsection 4 below or an Owner with a Grandfather Exception for more than one Unit, an Owner is not eligible to rent more than one (1) Unit until the pending applications of:

(A) All Owners who are not currently renting or leasing a Unit are approved; and

(B) All Owners who are currently renting or leasing fewer Units than the applicant are approved.

(b) Board Approval. Except as provided in Subsection 4 below, a Unit may not be rented or leased without the approval by the Board of Directors of an application of the Owner in accordance with Subsections 5 or 6 below.

3. Additional Restrictions. Subject to Subsections 4 or 6 below:

(a) An Owner may not rent or lease less than the entire Unit.

(b) A Unit may not be rented or leased for transient or hotel purposes.

(c) A Unit may not be rented or leased for a period of less than six (6) consecutive months.

4. Grandfather and Mortgagee Exceptions.

(a) Grandfather Exception.

(i) An Owner who owns a Unit as of July 25, 2014, may rent or lease the Unit without applying to the Board for approval to rent or lease the Unit. The right of an Owner to rent or lease a unit under this Subsection is referred to as a “**Grandfather Exception.**”

(ii) An Owner renting or leasing a Unit under a Grandfather Exception may not rent or lease less than the entire Unit or rent or lease the Unit for

transient or hotel purposes.

(iii) The right of an Owner to rent or lease a Unit under a Grandfather Exception terminates once the Owner no longer has an interest in the Unit. The successor in interest to a Unit with a Grandfather Exception is subject to this Section 22.C and must apply to the Board to rent or lease the Unit.

(b) Mortgagee Exception. Subsections 2 and 3(c) above do not apply to a first mortgagee who acquires a Unit by foreclosure or deed in lieu of foreclosure. A successor to the first mortgagee is subject to the restrictions of this Section 22.C. The right to rent or lease a Unit under this Subsection 4(b) is referred to as a “**Mortgagee Exception.**”

5. Application and Approval to Rent or Lease Unit.

(a) Application and Approval. Before renting or leasing a Unit, an Owner shall submit a written application to the Board of Directors for a determination that the rental or lease of the Unit will not be in violation of the Rental-Lease Limit and receive approval to rent or lease the Unit. An Owner under a Grandfather or Mortgagee Exception is not required to submit an application under this Subsection.

(b) Board Procedure for Review and Determination.

(i) The Board of Directors or its agent shall review applications in chronological order based on the date of receipt of the application. Within ten (10) business days of receipt of a written application, the board shall approve the application unless the rental or lease would result in the number of Units being rented or leased exceeding the Rental-Lease Limit.

(ii) Within twenty (20) business days of receipt of the application, the Board shall give the Owner written notice of the Board’s decision.

(iii) Failure of the Board of Directors to respond within the time period specified in this subsection does not constitute approval by the Board.

(c) Waiting List. If an Owner’s application is denied, unless otherwise directed in writing by the Owner, the applicant (including applicants who receive approval of a Hardship Exception) shall be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received shall have first opportunity to rent or lease the Unit upon submitting an application.

(d) Notice of Ability to Rent or Lease Unit. Any time the number of Units rented or leased falls below the Rental-Lease Limit, the Board shall promptly notify the Owner who is first on the waiting list that Owner’s request is approved unless Owner requests in writing that one (1) or more Owners be placed on the waiting list before Owner or that Owners name be removed from the waiting list and Owner’s request be withdrawn.

(e) Authorization of Others to Perform Duties under This Subsection. The Board of Directors may grant a management agent or other person the authority to review and, except for hardship applications under Subsection 6 below, to approve or deny applications under this Subsection.

(f) Requirement if Lease or Rental Terminated. If a lease or rental is terminated, the Owner may rent or lease the Unit to a new tenant within ninety (90) days without being required to resubmit an application to the Board to rent or lease the Unit. After ninety (90) days, the Owner shall forfeit the right to rent or lease the Unit and must resubmit an application. Additionally, the Owner shall forfeit the right to rent or lease the Unit if:

(i) The tenant abandons the Unit for a period of greater than ninety (90) days;

(ii) The rental or lease agreement expires without the Owner and a new tenant entering into a new agreement within ninety (90) days of the expiration of the prior agreement;

(iii) The tenant is evicted and no longer in possession of the Unit and the Owner fails to enter into a rental or lease agreement with a new tenant within ninety (90) days after the eviction;

(iv) The Owner sells, assigns, transfers or conveys all or any part of his or her interest in the Unit (other than any transfer to a spouse, a trust of which the Unit owner is the sole beneficiary, or other business entity in which a majority interest is owned by the Unit owner).

The Board of Directors shall have the sole and exclusive discretion to extend any ninety (90) day period referred to herein for substantial financial or personal hardship as provided in Section 6 below.

(g) Two Year Renewal of Authority to Rent. At the end of two years of use of a Unit as a rental, the Unit owner must request in writing to the Board a renewal of the two-year rental term. The Board of Directors will notify the Unit owner in writing whether the request has been approved or denied. A denial may occur if there have been repeated complaints about the Unit's tenants that the Unit owner has not addressed. If there are other Owners on the waiting list under Subsection 5(c) above, the Owner who has rented the Owner's Unit for a period of two years shall be placed on the waiting list as of the date at the end of the two year period and given an opportunity to lease or rent the Unit according to the provisions of Subsection 5(c) above.

6. Hardship Exception.

(a) Board Discretion to Approve Hardship Exception.

(i) Subject to Subsection 6(a)(ii) below, if an application to rent or lease a Unit is denied, to avoid undue hardships or practical difficulties such as the Owner's death, job relocation, disability or other similar circumstances, the Board of

Directors has discretion to approve a hardship application of an Owner or authorized representation of an Owner to temporarily rent or lease the Owner's Unit. The Board is limited to approving one additional Unit to be rented or lease in excess of the Rental-Lease Limit.

(ii) The Board of Directors may not approve a hardship application to rent or lease a Unit under this subsection if the rental or lease:

- (A) Is for a period of more than one (1) year;
- (B) Results in an Owner renting or leasing less than the entire Unit; or
- (C) Results in an Owner renting or leasing a Unit for hotel or transient purposes.

(b) Hardship Application. An application for a Hardship Exception must be on a form prescribed by resolution of the Board of Directors. The Board shall review applications for Hardship Exception according to time periods provided for applications under Subsection 5(b) above.

(c) Extension of Hardship Exception. At the termination of any Hardship Exception, the Owner or authorized applicant of the Owner may submit an application for extension of the Hardship Exception for additional one-year periods.

7. Rental and Lease Agreement; Copies of Documents.

(a) Rental and Lease Agreement Requirements. A rental or lease agreement must be in writing and provide that:

(i) The agreement and tenants are subject in all respects to the provisions of the Declaration, the Bylaws, any amendments to the Declaration or Bylaws and all rules and regulations adopted at any time by the Association;

(ii) The tenant must comply with all applicable requirements of the Declaration, Bylaws, and any rules and regulations; and

(iii) Failure by a tenant to comply with the Declaration, Bylaws, and any rules and regulations constitutes a default under the rental or lease agreement and that in the event of default the Association may require the Owner to terminate the rental or lease agreement and require the Owner to evict the tenant.

(b) Copies of Documents Required to be Provided Tenants. The Owner shall provide the tenant with a copy of the Declaration, the Bylaws, including any relevant amendments to the documents, and all rules and regulations of the Association then in effect. If any document is amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendment, revision, change or supplement within twenty

(20) calendar days of adoption by the Association or the Board of Directors. The Owner may provide the documents electronically, including by email or by posting of the documents on a website.

(c) Information and Documents Required to be Furnished Association.

(i) After the date of recording of this amendment with the recording officer of Multnomah County, Oregon, within ten (10) business days of the commencement of the rental or lease period, the Owner shall provide the Association a Statement of Occupancy Information if required under Subsection 10 below and, if requested, a copy of the rental or lease agreement.

(ii) If the Owner fails to provide copies of the Declaration, Bylaws, and any rules and regulations, the Association shall provide the documents to the tenant and shall assess the Owner a reasonable charge for the cost incurred in providing the documents.

8. Remedies.

(a) If an Owner fails to submit the required application and receive approval under Subsection 4 or 5 above and rents or leases a Unit, or rents or leases a Unit in violation of Subsection 3 above or after the Board of Directors has denied the Owner's application, the Board of Directors may:

(i) Assess fines against the Owner and Owner's Unit in an amount to be determined by the Board of Directors pursuant to a schedule of fines adopted by the Board in accordance with ORS 100.405(k); and

(ii) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the Owner to terminate the rental or lease agreement and require the Owner to remove the tenant.

(b) If the Board of Directors determines that a tenant has violated a provision of the Declaration, Bylaws, or any rules and regulations, the Board of Directors may require an Owner, after notice and an opportunity to be heard, to terminate the rental or lease agreement and require the Owner to remove the tenant.

9. Costs and Attorney Fees.

(a) Fines, charges, and expenses incurred in enforcing the Declaration, these Bylaws and rules and regulations with respect to the tenant or tenancy, and for any costs incurred by the Association in connection with any action under Subsection 8 above, including reasonable attorney fees, are assessments against the Owner and Unit, which may be collected and foreclosed by the Association as provided under Declaration and Bylaws and ORS 100.450.

(b) In addition to the rights of the Association under Subsection (8)(a) above, the Association is entitled to recover from an Owner determined in violation of this article its costs and attorney fees incurred for enforcement of this article, regardless of whether any lawsuit or other action is commenced. The Association may assess the costs and attorney fees against the Owner and the Unit as an assessment pursuant the Declaration and Bylaws, ORS 100.450 and 100.470.

10. Statement of Occupancy Information.

(a) If requested by the Board of Directors, Owners shall provide the Board of Directors with a Statement of Occupancy Information. The Statement of Occupancy Information shall:

- (i) Be on a form prescribed by resolution of the Board.
- (ii) Contain a statement of whether or not the Unit is occupied by the Owner. If the Unit is not occupied by the Owner, state the name of the occupants.
- (iii) State the day and night phone numbers of the Owner, tenant or other occupant.
- (iv) State the term of any rental or lease agreement.
- (v) Include any other information the Board deems necessary and appropriate.
- (vi) Be kept current by the Owner.

(b) Statements of Occupancy Information must be kept on file with the books and records of the Association. However, under ORS 100.480(8)(b), Statements of Occupancy Information and specific information contained in the forms are not available for inspection or duplication by Owners, except for an Owner's individual Statement of Occupancy Information, without the consent of the affected Owner. The information required under Subsection (9)(a) of this section is to enable the Association to respond to requests for statistical occupancy information related to Lot sales, financing of Lots, insurance and other similar matters and to make appropriate contacts in the case of emergencies.

11. Rules. Pursuant to the Declaration and these Bylaws, as well as ORS 100.405(a), the Board of Directors shall adopt by resolution rules establishing the application and approval process, a waiting list and such other rules as it deems necessary to implement this article.

12. ORS Chapter 90 Not Applicable. Nothing in this article may be construed to impose on the Association the duties, responsibilities or liabilities of a landlord under ORS Chapter 90 or subject the Association to any requirements of ORS Chapter 90.

23. STATEMENT OF PURPOSES, USE, AND RESTRICTIONS.

The Condominium shall be used and occupied as follows:

A. Permitted Use. No part of a Unit shall be used for other than residential purposes and related uses, provided that, subject to compliance with local ordinances and other restrictions of record, an owner may use a Unit as a “home office.” No Unit shall be used for a Prohibited Use.

B. Common Elements Use. There will be no obstruction of the common elements nor shall anything be stored in the common elements without the prior written consent of the Association except as is otherwise provided herein.

C. Insurance and Compliance. Nothing shall be done or kept in any Unit or in the common elements which will increase the rate of insurance on the common elements or contents thereof without the prior written consent of the Association. No Unit owner shall permit anything to be done or kept in his Unit or in the common elements which will result in the cancellation of insurance on any Unit, or the contents thereof, which would be in violation of any law or regulation of any governmental authority, or which would unreasonably interfere with the use of any Unit or the common elements by the Unit owners. No waste shall be committed in the common elements.

D. Fixtures. No Unit owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, radio or television antenna) to hang, displayed or otherwise affixed to or placed on walls or doors, without the prior written consent of the Association. No Unit owner shall cause or permit the storage or display of laundry, appliances, signs, or neon lights to be stored or placed on the decks and/or porches adjacent to such Units. Barbeque grills are permitted.

E. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit owners or occupants.

F. Structural Issues. Nothing shall be done in any Unit or in, on, or to the common elements which will impair the structural integrity of the buildings or any part thereof or which would structurally change the building or any part thereof except as is otherwise provided herein.

G. Leases. Any lease or rental agreement shall be subject to the provisions of section 22.C hereof.

24. DISPUTE RESOLUTION.

With the exception of collection of delinquent assessments, in the event of any dispute regarding these Bylaws or the Condominium, the dispute must be settled by binding arbitration in the manner provided in the Declaration, provided that proceedings to enjoin, abate,

or remedy a violation of these Bylaws, and proceedings to foreclose liens held by the Association may be filed in a Court of competent jurisdiction and need not be submitted to arbitration.

25. AMENDMENTS.

Amendments to these Bylaws may be proposed by resolution of the Board or by a Unit owner. Any proposed amendment shall be delivered in writing, either personally or by mail, to each Unit owner entitled to vote not less than 10 nor more than 50 days before the date of the meeting at which the proposed amendment will be voted upon or attached to any request for amendment. If mailed, such notice or request shall be deemed to be delivered when deposited in the United States mail addressed to the Unit owner at his last known address on the records of the Association, with postage thereon prepaid. No amendment of the Bylaws proposed in either of such ways shall be effective unless approved by a Majority of the Unit Owners, either in writing or, at a duly constituted meeting, and until a copy of the Bylaws, as amended, or the amendment thereto, has been certified by the Chairperson and Secretary of the Association, approved by the Real Estate Commissioner if required under the Act, and recorded with the recording officer of Multnomah County, Oregon.

DATED: 6/18, 2018

**IRVINGTON EIGHTEEN-HUNDRED
CONDOMINIUM OWNERS ASSOCIATION,**
an Oregon nonprofit corporation

By: Mary Wahl
Mary Wahl, President

By: Patricia Kramer
Patricia Kramer, Secretary

CERTIFICATION

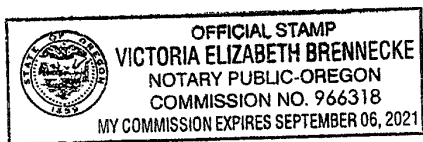
The undersigned President and Secretary of Irvington Eighteen-Hundred Condominium Owners Association, an Oregon nonprofit corporation, hereby certify that the within 2018 AMENDED AND RESTATED BYLAWS of Irvington Eighteen-Hundred Condominium Owners Association have been approved in accordance with Article 25 of the Bylaws and ORS 100.410.

Mary Wahl
Mary Wahl, President

Patricia Kramer
Patricia Kramer, Secretary

STATE OF OREGON)
County of Multnomah) ss.

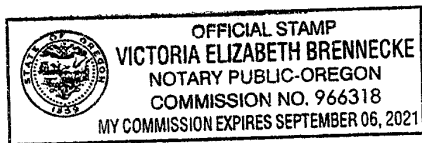
The foregoing instrument was acknowledged before me this 18th day of June, 2018, by Mary Wahl, President of Irvington Eighteen-Hundred Condominium Owners Association, an Oregon nonprofit corporation, on its behalf.



V. Brennecke
Notary Public for Oregon
My Commission Expires: 09/06/2021

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 18th day of June, 2018, by Patricia Kramer, Secretary of Irvington Eighteen-Hundred Condominium Owners Association, an Oregon nonprofit corporation, on its behalf.



V. Brennecke
Notary Public for Oregon
My Commission Expires: 09/06/2021