

# John's Viewpoint

an Oregon Condominium

(A report of a portion of lots 11 thru 16 "MARTHA")  
 Situated in the N.W. 1/4 of Section 15, T.1S., R.1E., W.1M.  
 City of Portland, Multnomah County, Oregon  
 Scale: 1" = 30'  
 by John G. Reppetto, P.L.S., 4235 S.E. Division Street  
 Portland, Oregon 97206 (503)236-4548  
 July, 1980

### Notes

- Denotes initial point, art. 2 Sec. 367 to gov. iron pipe.
- Denotes 5/8" x 50' iron rod w/ cap set.
- Indicates measurement found as noted.
- Indicates survey by unit number (initial common element).
- FLOOR ELEVATIONS shown on chart on sheet 2 are per UNIT. CO.P. B.M. #11, elev. 71.562.
- BEARING (BASIS) per Oregon Survey Law 41-113: Oct., 1977, Multnomah County Survey Records.

### Declaration

KNOW ALL MEN BY THESE PRESENTS: THAT VIEWPOINT PROPERTIES, INC., AN OREGON CORPORATION, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "JOHN'S VIEWPOINT" TO BE A TRUE AND CORRECT MAP OF THE LANDS OWNED AND LAID OUT BY THEM AS A CONDOMINIUM, SAID LAND BEING DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERETO ANNEXED AND THEY DO HEREBY COMMIT SAID LAND TO THE OPERATION OF THE UNIT OWNERSHIP LAW AS LAID OUT IN CHAPTER 91 OF THE OREGON REVISED STATUTES.

*William Harrington*  
 WILLIAM HARRINGTON, PRESIDENT

*Werner Storch*  
 WERNER STORCH, SECRETARY

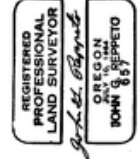
### Acknowledgements

THIS CERTIFIES: THAT ON THIS 27th DAY OF August, 1980 PERSONALLY APPEARED WILLIAM HARRINGTON and WERNER STORCH WHO EACH BEING FIRST DULY SWORN, DID SAY THAT THEY ARE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF VIEWPOINT PROPERTIES, INC., AN OREGON CORPORATION AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND THEY ACKNOWLEDGED SAID INSTRUMENT TO BE ITS VOLUNTARY ACT AND DEED.

### Surveyor's Certificate

I, JOHN G. REPETTO, FIRST BEING DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE ANNEXED MAP OF "JOHN'S VIEWPOINT", AN OREGON CONDOMINIUM, AND THAT FOR THE INITIAL POINT OF SAID SURVEY I SET A 2 INCH DIAMETER BY 3/8 INCH LONG GALVANIZED IRON PIPE, 6 INCHES BELOW THE SURFACE OF THE GROUND AT A POINT WHICH BEARS N 61°13'35"E ~ 1199.88 FEET FROM THE WEST ONE-QUARTER CORNER OF SECTION 15, T. 1S., R. 1E., W. 1M; SAID INITIAL POINT BEING THE NORTHEAST CORNER OF LOT 11, "MARTHA", A PLAT OF RECORD; THE LANDS BEING COMMITTED TO SAID CONDOMINIUM BEING DESCRIBED AS FOLLOWS: BEGINNING AT SAID INITIAL POINT, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 11 A DISTANCE OF 50.00 FT. TO A POINT IN THE NORTH LINE OF S.W. BOUNDARY CT.; THENCE N 89°11'15"W ALONG SAID NORTH LINE, 250.00 FT. TO THE WEST LINE OF SW VIEWPOINT TERRACE; THENCE SOUTH ALONG THE EAST LINE OF LOTS 11 THRU 16 "MARTHA" A DISTANCE OF 261.21 FT. TO A POINT IN CORNER OF SAID LOT 16; THENCE S 89°11'15"W ALONG THE SOUTH LINE OF SAID LOT 16 A DISTANCE OF 178.55 FT. TO A POINT IN THE EAST R/W LINE OF THE "S BALDOCK" FREEWAY; THENCE N 02°40'E ALONG SAID EAST R/W LINE A DISTANCE OF 310.89 FT. TO A POINT IN THE NORTH LINE OF LOT 11, "MARTHA"; THENCE S 89°11'15"E ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 203.30 FT. TO THE POINT OF BEGINNING.

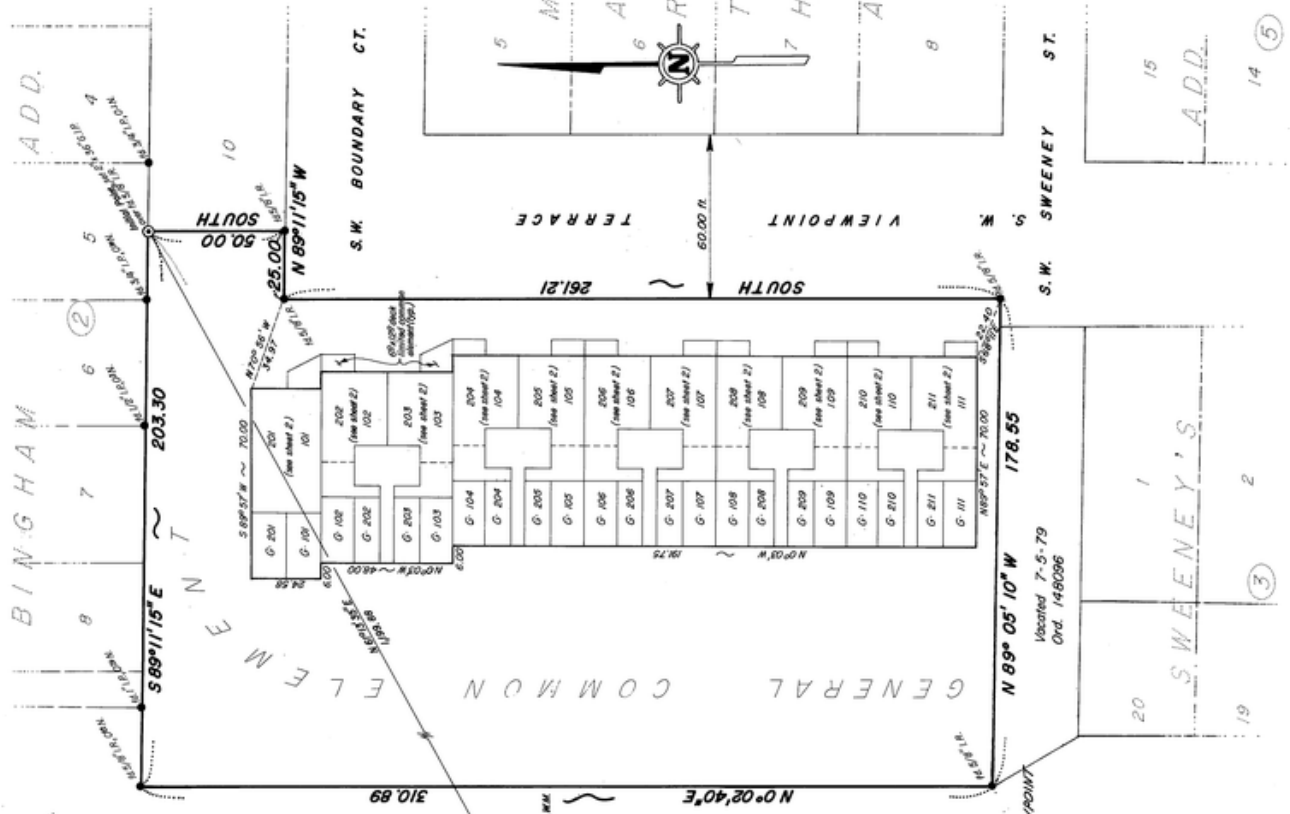
*John G. Reppetto*  
 JOHN G. REPETTO, OREGON P.L.S. # 9-87



I certify that this tracing is a true and exact copy of the original plat.

*John G. Reppetto*  
 John G. Reppetto, Oregon P.L.S. # 9-87

SUBSCRIBED AND SWORN BEFORE ME THIS 27th DAY OF August, 1980  
*Marlene X. Brady*  
 NOTARY PUBLIC FOR THE STATE OF OREGON  
 MY COMMISSION EXPIRES: May 15, 1984



1214  
 83-84 3-31-81  
 J5-10

**John's Viewpoint**  
an Oregon Condominium  
Sited in the N.W. 1/4 of Section 10, T.15, R.1E, W.1M,  
City of Portland, Multnomah County, Oregon

APPROVED October 24, 1980  
BUREAU OF BUILDINGS, CITY OF PORTLAND  
BY: James S. ...

APPROVED December 30, 1980  
COUNTY SURVEYOR AND ENGINEER,  
MULTNOMAH COUNTY, OREGON  
BY: John G. Repetto

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES  
AS PROVIDED BY O.R.S. 91.012 HAVE BEEN PAID AS  
OF November 30, 1981.

DIRECTOR, DIVISION OF ASSESSMENT AND TAXATION,  
MULTNOMAH COUNTY, OREGON  
BY: James S. ... DEPUTY

ATTEST: MARCH 31, 1980  
COUNTY RECORDING OFFICE,  
MULTNOMAH COUNTY, OREGON  
BY: J. ... DEPUTY

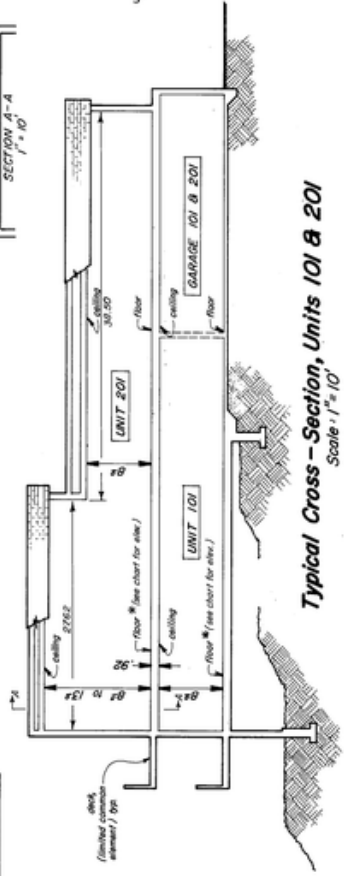
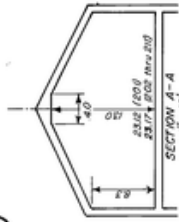
**Surveyor's Certificate**  
I, JOHN G. REPETTO, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT  
THE FLOOR PLANS SET OUT ON THE PLAT HERETO ATTACHED FULLY AND ACCURATELY DEPICT  
THE BOUNDARIES OF THE UNITS AND FLOORS OF THE BUILDINGS OF JOHN'S  
VIEWPOINT, AN OREGON CONDOMINIUM, AS SAID UNITS AND BUILDINGS EXISTED ON THE  
24th DAY OF JUNE, 1980. SAID IMPROVEMENTS WERE CONSTRUCTED IN MULTNOMAH  
COUNTY, OREGON.

John G. Repetto  
JOHN G. REPETTO, OREGON P.L.S. #4657

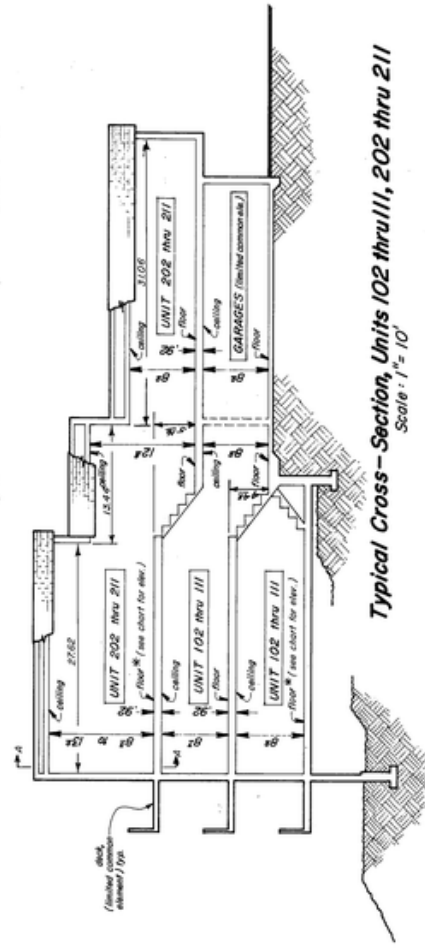
| UNIT NO. | FLOOR ELEV. |
|----------|-------------|
| 101      | 142.80      |
| 102      | 142.80      |
| 103      | 138.00      |
| 104      | 138.00      |
| 105      | 138.00      |
| 106      | 138.00      |
| 107      | 138.00      |
| 108      | 138.00      |
| 109      | 138.00      |
| 110      | 138.00      |
| 111      | 138.00      |
| 201      | 151.74      |
| 202      | 156.54      |
| 203      | 156.54      |
| 204      | 156.54      |
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| 206      | 156.54      |
| 207      | 156.54      |
| 208      | 156.54      |
| 209      | 156.54      |
| 210      | 156.54      |
| 211      | 156.54      |

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
John G. Repetto  
OREGON  
JOHN G. REPETTO  
#4657

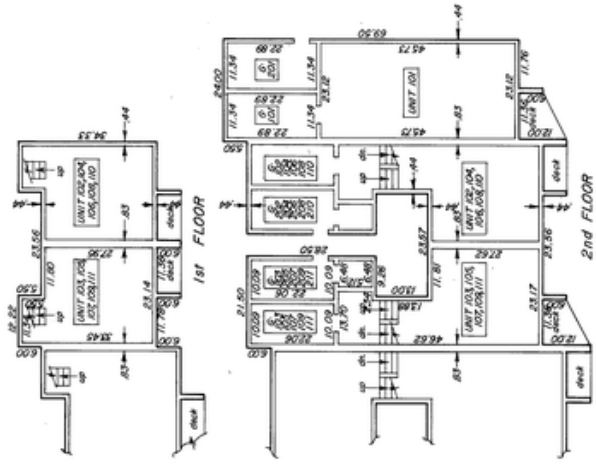
I certify that this tracing is a true  
and exact copy of the original plat.  
John G. Repetto  
John G. Repetto, Oregon P.L.S. #4657



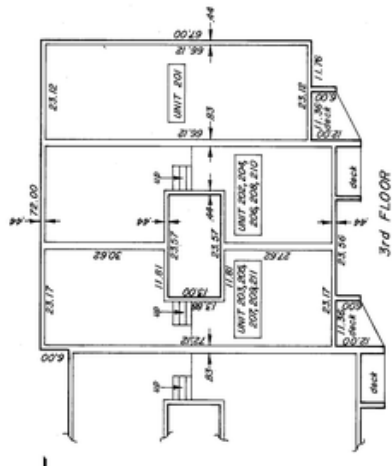
Typical Cross - Section, Units 101 & 201  
Scale: 1/4\"/>



Typical Cross - Section, Units 102 thru 111, 202 thru 211  
Scale: 1/4\"/>



1st FLOOR



2nd FLOOR



3rd FLOOR

Typical Unit Floor Plans  
Scale: 1/4\"/>

After Recording Return to:  
Vial Fotheringham LLP  
7000 SW Varns Street  
Portland, OR 97223

P10 11-14-03

Recorded in MULTNOMAH COUNTY, OREGON  
C. Swick, Deputy Clerk  
C06 4 ATTJH  
Total : 36.00  
2003-271096 11/14/2003 01:01:35pm

**AMENDMENT TO THE BYLAWS  
OF THE  
ASSOCIATION OF UNIT OWNERS OF  
JOHN'S VIEWPOINT CONDOMINIUM  
An Oregon Condominium**

This Amendment to the Bylaws of the Association of Unit Owners of John's Viewpoint is made this 17<sup>th</sup> day of October, 2003 by the Association of Unit Owners of John's Viewpoint ("Association").

**RECITALS**

A. Association is the Association of Unit Owners of John's Viewpoint formed pursuant to the following documents:

Declaration of Unit Ownership for John's Viewpoint, an Oregon Condominium recorded March 31, 1981 in Book 1513, Page 1383, Records of Multnomah County, Oregon (the "Declaration") and

Bylaws of John's Viewpoint recorded March 31, 1981 in Book 1513, Page 1402, Records of Multnomah County, Oregon (the "Bylaws").

B. Pursuant to Article X of the Bylaws, with the approval of owners holding seventy-five percent (75%) or more of the voting rights, Association hereby amends the Bylaws in the manner set forth below.

**NOW, THEREFORE**, the Bylaws are amended as follows:

Section 7 of Article VI of the Bylaws is amended to read:

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Section 7. Use of Units - Internal Changes.

(a) Residential Use. All units shall be used for residential purposes only, and all common elements shall be used in a manner conducive to such purposes.

(b) Leasing and Rental of Units.

(1) No unit, or part of a unit, may be rented or leased, except:

(A) By a lender in possession of a unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

(B) By a unit owner with the approval of the Board of Directors as provided in Paragraph (2) of this subsection.

(2) To avoid undue hardships or practical difficulties such as the owner's job relocation, extended vacation, divorce, death, disability, difficulty in selling the unit due to market conditions in the area or other similar circumstances, the Board of Directors shall have discretion to approve an owner's application to temporarily rent or lease the owner's unit. The Board may not approve a hardship application to rent or lease:

(A) A unit for a period of more than nine (9) months in any two calendar year periods.

(B) A unit for a period of less than thirty (30) consecutive days.

(C) Less than the owner's entire unit.

(D) For transient or hotel purposes.

(3) The Board of Directors shall review applications for approval to rent or lease pursuant to Paragraph (2) of this subsection and shall approve or deny the application within ten (10) business days of receipt. The Board shall notify the owner in writing of the approval or denial within fourteen (14) business days of receipt of the application and, if the application is denied, state the reason for the denial.

(4) The Board of Directors, pursuant to Section 6.8 of the Declaration, may adopt by resolution an application form, an application and approval process and any other rules deemed necessary by the Board to implement this subsection.

(5) Rental and lease agreements must comply with this paragraph.

(A) Any rental or lease agreement must be in writing and must

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provide that the agreement and tenants or lessees shall be subject in all respects to the provisions of the Declaration, these Bylaws, any amendments thereto, and all rules and regulations adopted at any time by the Association. The rental or lease agreement must further provide that any failure by a lessee or tenant to comply with the terms of such documents shall be a default under the agreement.

(B) The owner shall provide the tenant or lessee with a copy of the Declaration, these Bylaws, including any relevant amendments to the documents, and all rules and regulations then in effect. If any such documents are amended or supplemented by the Association, the owner shall provide the tenant or lessee with a copy of the amendments or supplements within 10 calendar days of adoption by the Association or the Board of Directors. If the owner fails to provide copies of the documents, the Association shall provide copies to the tenant or lessee and shall assess a reasonable charge therefor to the owner as an assessment pursuant to this Article VI.

(6) As of the date of recording of this amendment:

(A) Any owner that is currently renting or leasing a unit for a period of at least thirty (30) consecutive days may continue to rent or lease the unit.

(B) If a rental or lease with a term of at least thirty (30) consecutive days is terminated, unless owner rents or leases owner's unit within thirty (30) calendar days of the termination, prior to renting or leasing the unit to another renter or lessee, the owner must receive approval of the Board of Directors in accordance with Paragraph (1)(B) of this subsection.

(7) If an owner rents or leases a unit without the approval of the Board of Directors required under Paragraph (1)(B) or (6)(B) of this subsection, the Board may assess fines against owner and the owner's unit in an amount to be determined by the Board in accordance with a schedule of fines adopted pursuant to ORS 100.405(4)(k). In addition, regardless whether any fines have been imposed, the Board of Directors may proceed with any other available legal remedies, including, but not limited to, an action to require the owner to terminate the rental or lease agreement and the removal of any tenant or lessee.

(8) The Association shall be entitled to recover from the offending owner its costs and attorney fees incurred for enforcement of this subsection, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney fees against the owner and the unit as an assessment pursuant to this Article VI.

(9) In addition to any other remedies available to the Association, the Board of Directors may require the owner to terminate a lease or rental agreement if the Board of Directors determines that any lessee or tenant has violated any provision of the Declaration, the Articles of Incorporation, these Bylaws, or any amendments thereto, or the rules and regulations.

(10) An owner shall be responsible to pay for any damage to the common elements caused by the owner's guests, tenants, or lessees and for any fines imposed by the Board

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for any violations of the Declaration, these Bylaws, any amendments thereto, or rules and regulations adopted pursuant thereto.

(c) Internal Changes. An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the Chairman of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within thirty (30) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

**ASSOCIATION OF UNIT OWNERS OF JOHN'S VIEWPOINT**

By: *Linda Drew*  
Chairman

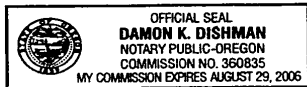
By: *Roxy Bayles*  
Secretary

**CERTIFICATION**

The undersigned Chairman and Secretary of the Association of Unit Owners of John's Viewpoint hereby certify that the within Amendment to the Bylaws of the Association of Unit Owners of John's Viewpoint has been approved as provided in Article X of the Bylaws and ORS 100.410.

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

The foregoing instrument was acknowledged before me this 17th day of October, 2003 by Linda Drew and Roxy Bayles, Chairman and Secretary, respectively, of the Association of Unit Owners of John's Viewpoint, on its behalf.



*Damon K. Dishman*  
Notary Public for Oregon  
My Commission Expires: August 29, 2006

**11-14-03**

After Recording Return to:  
Vial Fotheringham LLP  
7000 SW Varns Street  
Portland, OR 97223

*PN 11-1403*

Recorded in MULTNOMAH COUNTY, OREGON  
C. Swick, Deputy Clerk  
C59 3 ATLJH  
Total : 31.00

2003-271095 11/14/2003 01:01:35pm

**AMENDMENT TO  
DECLARATION OF UNIT OWNERSHIP  
FOR  
JOHN'S VIEWPOINT CONDOMINIUM  
An Oregon Condominium**

This Amendment to Declaration of Unit Owners for John's Viewpoint, an Oregon Condominium is made this *17<sup>th</sup>* day of *October*, 2003 by the Association of Unit Owners of John's Viewpoint ("Association").

**RECITALS**

A. Association is the Association of Unit Owners of John's Viewpoint formed pursuant to the following documents:

Declaration of Unit Ownership for John's Viewpoint, an Oregon Condominium recorded March 31, 1981 in Book 1513, Page 1383, Records of Multnomah County, Oregon (the "Declaration") and

Bylaws of John's Viewpoint recorded March 31, 1981 in Book 1513, Page 1402, Records of Multnomah County, Oregon (the "Bylaws").

B. Pursuant to Section 11 of the Declaration, with the consent or approval of owners holding seventy-five percent (75%) or more of the voting rights, Association hereby amends the Declaration in the manner set forth below.

**NOW, THEREFORE**, the Declaration is amended as follows:

Section 6.1 of the Declaration is amended to read:

Section 6.1 Use as Private Dwelling Only. Each of the units will be occupied as a single-family private dwelling by its owner or his tenant, if such tenancy is allowed under the Bylaws, their visitors and guests, and for no other purpose.

Page 1 of 3 - AMENDMENT TO DECLARATION

*3*

*11-14-03*

ASSOCIATION OF UNIT OWNERS OF JOHN'S  
VIEWPOINT

By: *Linda Drew*  
Chairman

By: *Rory Bayles*  
Secretary

**CERTIFICATION**

The undersigned Chairman and Secretary of the Association of Unit Owners of John's Viewpoint hereby certify that the within Amendment to Declaration of John's Viewpoint, an Oregon Condominium has been approved as provided in Section 11 of the Declaration and ORS 100.135.

STATE OF OREGON            )  
  ) ss  
County of Multnomah    )

The foregoing instrument was acknowledged before me this 17th day of October, 2003 by Linda Drew and Rory Bayles, Chairman and Secretary, respectively, of the Association of Unit Owners of John's Viewpoint, on its behalf.



*Damon K. Dishman*  
Notary Public for Oregon  
My Commission Expires: August 29, 2006


11-14-03



**GOVERNMENTAL APPROVALS**

The foregoing Amendment to Declaration of Unit Ownership for John's Viewpoint, an Oregon Condominium is approved pursuant to ORS 100.110 this 2 day of ~~November~~ 2003 and in accordance with ORS 100.110(7), this approval shall automatically expire if this Amendment is not recorded within two (2) years from this date.

Scott W. Taylor  
**OREGON REAL ESTATE COMMISSIONER**

By:   
Brian DeMarco

The foregoing Amendment to Declaration of Unit Ownership for John's Condominium, an Oregon Condominium is approved pursuant to ORS 100.110 this 14<sup>th</sup> day of ~~November~~ 2003.

**MULTNOMAH COUNTY ASSESSOR**

By: 

11-14-03

3-31-81

BYLAWS

OF

JOHN'S VIEWPOINT

BOOK 1513 PAGE 1402

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership. The condominium, located in the City of Portland, County of Multnomah, State of Oregon, known as JOHN'S VIEWPOINT, is submitted to the provisions of Oregon Revised Statutes, Sections 91.500 et seq., the Oregon Unit Ownership Law.

Section 2. Bylaws Applicability. The provisions of these Bylaws are applicable to the condominium, the owners' association and the entire management structure thereof. (The term "condominium" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants or their employees, or any other person that might use the facilities of the condominium in any manner, are subject to the regulations set forth in these Bylaws.

The mere acquisition or rental of any of the twenty-two (22) units (hereinafter referred to as "units") of the condominium or the mere act of occupancy of any said units will signify that these Bylaws are accepted, ratified, and will be complied with.

INT

ARTICLE II

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

Section 1. Membership in the Association. Upon recordation of a conveyance or contract to convey a unit, the grantee or purchaser named in such conveyance or contract shall automatically be a member of the Association,

PAGE 1. BYLAWS

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MAR 31 1981

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BOOK 1513 PAGE 1403

and shall remain a member of said Association until such time as such person's ownership ceases for any reason. Unit ownership shall be determined, for all purposes of the Declaration of Unit Ownership ("Declaration") and the administration of the property, from the record of unit ownership maintained by the Association. The record shall be established by the unit owner filing with the Association a copy of the deed or land sale contract for his unit, to which shall be affixed the certificate of the recording officer of the County of Multnomah, Oregon, showing the date and place of recording of such deed or contract. No person shall be recognized as a unit owner unless a copy of the deed or contract has been filed with the Association, as provided above, showing him to be the current owner or contract purchaser of a unit. Notwithstanding the foregoing, the declarant shall be the owner of all previously unsold units, although no deed or land sale contract, with respect to such units, has been filed with the Association.

Section 2. Voting. The owner of each unit shall be entitled to one vote. "Majority" or "majority of Unit Owners" shall mean owners of more than fifty percent (50%) of the units. The calling and conducting of meetings of the Association of Unit Owners and the exercise of voting rights shall be controlled by Article II of the Bylaws.

Section 3. Majority of Owners. As used in these Bylaws, the term "majority of voting owners" shall mean those owners holding over fifty percent (50%) of the vote, in accordance with the Declaration and Section 2 above. "Majority of voting owners present" shall mean voting owners holding over fifty percent (50%) of the votes present at any legal meeting.

Section 4. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of voting owners" as defined in Section 3 of this Article shall constitute a quorum.

Section 5. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before or during the appointed meeting. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. A meeting of the Association may be by proxy ballot, as the Directors may elect, rather than at a formal gathering. Ballots for such meeting must be properly executed and returned in sufficient quantity to constitute a quorum and to pass the proposal specifically propounded on the ballot.

Section 6. Authority to Vote. All owners shall be entitled to vote, and this shall be true if they have leased

PAGE 2. BYLAWS

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MAR 31 1981

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BOOK 1513 PAGE 1404

their premises to a third party. An owner's right to vote may not be revoked. A purchaser under a land sale contract entitled to immediate possession of the premises shall be deemed the owner of the premises.

Section 7. Fiduciaries and Joint Owners. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name; provided, that he shall satisfy the secretary that he is the executor, administrator, guardian or trustee, holding such unit in such capacity. Whenever any unit is owned by two or more persons jointly, according to the records of the Association, the vote of such unit may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of such unit shall be disregarded completely in determining the proportion of votes given with respect to such matter.

### ARTICLE III

#### ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Unit Owners ("Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the operation, management and maintenance of the condominium, including negotiating and contracting with and supervising any person, persons or business entity with respect to such matters. Except as otherwise provided in the Declaration or these Bylaws, decisions and resolutions of the Association shall require approval by a majority of owners present at any legal meeting. A legal meeting is one duly called pursuant to these Bylaws where a quorum is present in person or by proxy at a formal gathering, or if the meeting is held by ballot, when ballots are returned representing more than fifty percent (50%) of the vote.

Section 2. Place of Meetings. Formal meetings of the Association shall be held at the principal office of the condominium or such other suitable place convenient to the owners as may be designated by the Board of Directors. The vote of ballot meeting shall be determined by the Board of Directors within forty-eight (48) hours of the deadline for

PAGE 3. BYLAWS

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MAR 31 1981

3-31-81

BOOK 1513 PAGE 1405

return of ballots. Each unit owner shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned, within ten (10) days after the ballots have been counted.

Section 3. Initial Meeting. The initial organizational meeting will be held within a reasonable time after the Declaration of Unit Ownership has been recorded, but not later than one hundred twenty (120) days after completion of transfer to purchasers of title to units representing 70% of the votes of all unit owners, and shall be called by notice to all unit owners of the time and place thereof not less than seven (7) days before the meeting.

Section 4. Annual Meetings. The first annual meeting of the Association shall be held in the calendar year following the calendar year in which the initial organizational meeting is held and shall be set by action of the Board of Directors. This meeting, at the discretion of the Board of Directors, may be changed from time to time, but must be held annually under the rules and regulations as set out in the Bylaws. At such meetings, new members of the Board of Directors shall be elected by the owners in accordance with the requirements of Section 6 of Article IV of these Bylaws to replace those directors whose terms have expired. The owners may also transact such other business of the Association as may properly come before them.

Section 5. Special Meetings. It shall be the duty of the Chairman to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by ten percent (10%) or more of the owners having been presented to the Secretary. All meetings called because of petition of unit owners shall be held at a formal gathering and not by ballot. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all the owners of the units or as otherwise set out in these Bylaws.

Section 6. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual, special or meeting by ballot, stating the purpose thereof and the time and place where it is to be held, to each owner of record at least ten (10) but not more than sixty (60) days prior to such meeting or the date when ballots for a ballot meeting are required to be returned. The mailing shall be to the owner's address last given the Secretary in writing by the unit owner or his vendee. If unit ownership

PAGE 4. BYLAWS

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MAR 31 1981

3-31-81

BOOK 1513 PAGE 1406

is split or the unit has been sold on a contract, notice shall be sent to a single address, of which the Secretary has been notified in writing by such parties. If no address has been given the Secretary in writing, then mailing to the condominium unit shall be sufficient. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 7. Adjourned Meetings. If any gathering of owners is not a legal meeting because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. The adjournment provisions of this Section do not apply to meetings by ballot.

Section 8. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call.
- (b) Proof of Notice of meeting or waiver of notice.
- (c) Reading of minutes of the preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be a unit owner or the co-owner of a unit. Provided, however, owners of the same unit may not serve as Directors simultaneously.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

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Section 3. Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall have authority to carry out and be responsible for the following matters:

(a) Care, upkeep and supervision of the condominium and the general common elements and the limited common elements, if any, and assigning, supervising assignments or approving any assignment of the use of any common element, general or limited, as may be required by the Declaration.

(b) Designation and collection of monthly assessments from the owners, in accordance with these Bylaws, the Declaration and the Oregon Unit Ownership Law.

(c) Payment of all common expenses of the Association and institution and maintenance of a voucher system for such payment, which shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of Association funds.

(d) Designation and dismissal of the personnel necessary for the maintenance and operation of the condominium, the general common elements and the limited common elements, if any.

(e) Leasing, subleasing or hypothecation, in any manner, of the general or limited common elements, if any, of the condominium which have or may have any income producing potential.

(f) Promulgation and enforcement of rules of conduct for unit owners, employees and invitees which shall be consistent with the restrictions set out in Article VI, Section 10 of these Bylaws.

Section 4. Management Agent. The Board of Directors may employ a management agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Interim Directors. Upon the filing of the Declaration submitting the condominium to the Oregon Unit Ownership Law, the Declarant shall appoint an interim

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board of three (3) directors (who need not be owners of units), who shall serve until replaced by Declarant or their successors have been elected by the unit owners at the initial organizational meeting as hereinafter provided. The Declarant may have effective voting control at the initial organizational meeting to elect members of his choosing to the Board as long as he continues to own a large percentage of the units.

Section 6. Election and Term of Office. At the initial meeting of the Association, the term of office of two (2) Directors shall be fixed for two (2) years. The term of office of three (3) Directors shall be fixed at one (1) year. Should more Directors be added, the same sequential election terms shall apply as nearly as is practicable. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. At the initial organizational meeting, upon agreement by vote of the owners, the Board of Directors may be elected by a single ballot with each owner permitted to vote for five (5) nominees. In such event, the two (2) nominees receiving the highest number of votes shall be the two (2) year Directors and the three (3) nominees receiving the next highest number of votes shall be the one (1) year Directors.

Section 7. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled for the balance of the term of each directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected upon expiration of the term for which such person was elected by the other Directors to serve.

Section 8. Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one or more of the Directors may be removed with or without cause, by a majority of the owners and a successor may be then and there elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.

Section 9. Organizational Meeting. The first meeting of a newly-elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly-elected Directors in order to legally hold such meeting,

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providing a majority of the newly-elected Directors are present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors may be called by the Chairman on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman or Secretary or on the written request of at least three (3) Directors. Special meetings of the Board of Directors may be called on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

Section 12. Waiver of Notice to Directors. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting.

Section 13. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the existing Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Board of Directors Meetings Open to All Association Members. All meetings of the Board of Directors shall be open to any and all members of the Association. Provided, however, no Association member shall have a right to participate in the Board of Directors meetings unless such member is also a member of the Board of Directors. The Chairman shall have authority to exclude any Association member who disrupts the proceedings at a meeting of the Board of Directors.

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Section 15. Notice to Association Members of Board of Directors Meetings. For other than emergency meetings, notice of Board of Directors meetings shall be posted at a place on the Condominium property at least three (3) days prior to the meeting or notice shall otherwise be provided to each member of the Association reasonably calculated to inform each member of such meetings. The posting of such notices shall be at a reasonable location which has been generally publicized to the Unit Owners.

Section 16. Telephonic Meetings. In the event of an emergency, telephonic meetings may be held by the Board of Directors. Such telephonic meetings shall be carried on by means of a "conference call" in which each Director may speak with any of the other Directors. The Directors shall keep telephone numbers on file with the Chairman to be used for telephonic meetings. No notice to either Directors or Association members shall be required for a telephonic meeting of the Board of Directors to be held for any emergency action. Provided, however, no such telephonic meeting shall occur unless at least seventy-five percent (75%) of the Board of Directors participate in the same and after an attempt has been made to call each Director at the telephone number maintained on file with the Board of Directors for such purpose.

Section 17. Compensation of Directors. No Director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by vote of the unit owners.

#### ARTICLE V

##### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a Chairman, a Secretary and a Treasurer, all of whom shall be elected by the Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and any such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association may be elected by the Board of Directors at the organizational meeting of each new board or any board meeting thereafter, and shall hold office at the pleasure of the board.

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Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular or special meeting of the Board of Directors.

Section 4. Chairman. The Chairman shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The Chairman shall be entitled to vote at Board of Director meetings only in case of a tie vote at any such meeting, and his vote shall be final.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 7. Directors as Officers. Any Director may be an officer of the Association.

#### ARTICLE VI

##### OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all the project's general common expenses, which shall include premiums for insurance required or permitted under Article VII of these Bylaws. All of the reserve funds set up pursuant to these Bylaws shall be funded by allocation

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and payment from the monthly assessment of unit owners. The assessment of all unit owners who may be benefited by expenditure of reserve funds may be increased as necessary, so the reserve fund in question can be maintained in an amount sufficient to meet the needs for which such fund was established. Such assessments shall include:

- (a) Expenses of administration.
- (b) Expenses of maintenance, repair or replacement of common elements.
- (c) Cost of insurance or bonds obtained in accordance with these Bylaws.
- (d) Any deficit in common expenses for any prior period.
- (e) Utilities for the common areas and other utilities with a common meter or commonly billed, such as water and sewer.
- (f) The cost of any professional management if required by first mortgagees or desired by the Board of Directors.
- (g) A reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount determined by the Directors. The reserve fund is for the purpose of effecting replacements of structural elements, mechanical equipment and other general common elements of the condominium. Payment into this fund shall be deemed a contribution to capital improvement as and when made. The establishment and maintenance of this fund shall be a mandatory obligation of the Board of Directors.
- (h) A General Operating Reserve by allocation and payment thereto monthly of an amount determined by the Board of Directors. This existence of this reserve fund shall be discretionary with the Board of Directors.
- (i) Such other special reserve funds as may be set up by the Directors by special assessments of the unit owners who benefit thereby as may be required by the Declaration or otherwise determined by the Association of Unit Owners to be appropriate, including a reserve fund for any lease payments and maintenance of any limited common elements.

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(k) Any other items properly chargeable as an expense of the Association.

Each reserve fund shall be kept in a fund with a safe and responsible depository, shall be accounted for separately, and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies. No unit owner shall have any individual rights in any of these reserves, although it is understood that the value of their respective units may increase in proportion to each unit's right to receive repair, maintenance and replacement therefrom.

Section 2. Initial Assessment. The initial assessment to unit owners other than the Declarant, shall be determined by the Declarant and each purchaser shall execute a consent to such initial assessment. The initial assessment shall thereafter be subject to review by the Board of Directors. The monthly assessment for all units shall be payable from the date the Declaration is recorded. Provided, however, if the Declarant or any other person owns all of the units or if the Declarant or any other person pays all monthly common expenses in full without cost to the other unit owners, the monthly assessment shall equal zero. In such event, reserves provided for in Section 1 of this Article shall not be funded until the commencement of assessments to individual owners. The Declarant or such other person paying all common expenses shall give ten (10) days written notice to individual unit owners prior to the commencement of their obligation to pay monthly assessments. Thereafter, each owner including the Declarant or such other person shall pay the monthly assessments to the Association. Provided, however, if the Association expenses are temporarily less than projected by the Declarant because some or most of the units are not yet sold or occupied, the Declarant shall have the authority to temporarily reduce the monthly assessment to reflect the lower expenses of the project. In the event the Declarant has collected initial assessments from unit purchasers at closing and thereafter elects to pay all common expenses thereby causing the assessment to equal zero, the amounts collected from unit purchasers shall be held by the Declarant in an Association fund to be applied as set forth in Section 1 of this Article commencing with the date unit owners are required to pay monthly assessments. In the further event that the monthly assessments are reduced pursuant to the authority granted the Declarant herein, the initial deposit to the Association budget equal to twice the monthly assessment shall be based on the projected amount of such assessments after substantial or full occupancy of the units rather than on the reduced assessment.

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In the event the Declarant has collected initial assessments from unit purchasers at closing and thereafter elects to pay all common expenses thereby causing the assessment to equal zero, the amounts collected from unit purchasers shall be held by the Declarant in an Association fund to be applied as set forth in Section 1 of this Article commencing with the date unit owners are required to pay monthly assessments. In the further event that the monthly assessments are reduced pursuant to the authority granted the Declarant herein, the initial deposit to the Association budget equal to twice the monthly assessment shall be based on the projected amount of such assessments after substantial or full occupancy of the units rather than on the reduced assessment.

Section 3. Payment of Assessments. Subject to the provisions of Section 2 of this Article VI, from the date the Declaration is recorded, the Declarant shall:

- (a) Pay assessments due for operating expenses on all unsold units; and
- (b) Pay assessments due for reserves on all unsold units, or, at the Declarant's option, pay or require the unit owner to pay all accrued reserve assessments against the unit at the time of the initial sale to the unit owner.

Section 4. Budget; Income Tax Returns; Determination of Fiscal Year.

- (a) The fiscal year of the Association shall be October 1 through September 30 unless otherwise determined by the Board of Directors.
- (b) The Board of Directors, in its sole discretion, shall determine the manner in which all necessary income tax returns are filed and of selecting any and all persons to prepare such tax returns.
- (c) At least one hundred and five (105) days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the common elements and those parts of the units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials,

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insurance premiums, services, supplies and other expenses that may be declared to be common expenses by the Oregon Unit Ownership Law, the condominium instruments or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the unit owners of all related services. The budget shall reflect the separate assessment of Limited Common Expenses.

Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall send to each unit owner a copy of the budget in a reasonably itemized form which sets forth the amount of the common expenses and any special assessment payable by each unit owner. Such budget shall constitute the basis for determining each unit owner's assessment for the common expenses of the condominium.

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

(e) In the event the Board of Directors fails to timely adopt a budget for a new fiscal year, unit owners holding a majority of the votes of the entire Association, at any general or specially called meeting, may adopt such a budget, announce it to the unit owners and immediately commence assessments based on the newly-adopted budget. Additionally, at any general or specially called meeting, unit owners holding a majority of the votes of the entire Association may amend any budget adopted by the Board of Directors. Thereafter, assessments to unit owners should be based on the budget or so amended until a new budget is adopted in accordance with this Section 4.

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Section 5. Default. Failure by an owner to pay any assessment of the Association shall be a default by such owner of his obligations pursuant to these Bylaws and the Oregon Unit Ownership Law. In addition to the interest which may be charged on delinquent assessments, the Board of Directors, at its option, may impose a late charge penalty in respect to any monthly assessment not paid within ten (10) days from the due date. Such penalty may not exceed the sum of 10% of the monthly assessment. The Association shall be entitled to a lien which may be enforced upon compliance with the provisions of ORS 91.546. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting owner for the use of his unit or shall be entitled to the appointment of a receiver pursuant to ORS 91.548. Any default by the owner in any provisions of these Bylaws or of the Oregon Unit Ownership Law shall be deemed to be a default by the owner of any mortgage to which the owner is a party or to which the unit is subject.

Section 6. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the common elements of the condominium or a part thereof belonging to other owners, and shall be responsible for the damages and liabilities that his failure to do so may cause.

(b) All repairs of internal installations of each unit, such as water, lights, gas, power, sewage, telephones, air conditioners and sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the sole expense of the owner of such unit.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and/or facility damaged through his fault, not otherwise covered by insurance policies carried by the Association for the owner's and Association's benefit.

Section 7. Use of Units - Internal Changes.

(a) All units shall be used for residential purposes only, and all common elements shall be used in a manner conducive to such purposes. With the exception of a lender in possession

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of a condominium unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than the entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing.

(b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the Chairman of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within thirty (30) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 8. Use of the Common Elements. An owner shall not place or cause to be placed in the lobbies, patios, decks, ramps, vestibules, stairways and other project areas and facilities of the condominium of a similar nature, any furniture, packages or objects of any kind, except that suitable furniture may be placed on the decks and patios without the prior written consent of the Board of Directors. Such areas shall be used for no purpose other than what is normal

Section 9. Right of Entry.

(a) In case of an emergency originating in or threatening his unit, an owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association, whether the owner is present at the time or not.

(b) An easement is reserved to the Association in and through any unit and the common elements providing access at reasonable times and with reasonable notice for purposes of maintenance, repair and replacement of the common elements. If, in the process of such repair and maintenance by

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the Association, it is necessary to alter or damage any unit or common elements, such alterations or damages will be permitted without compensation, provided the unit and/or common elements are promptly restored to substantially their prior condition by the Association.

(c) If any portion of the common elements encroaches upon a unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall be and does exist. In the event the structures are partially or totally destroyed, and then rebuilt, the owners of the units agree that minor encroachment of parts of the common elements due to such rebuilding shall be allowed and an easement shall exist for such purpose.

Section 10. Rules of Conduct.

(a) No resident of the condominium shall post any advertisements, posters, or signs of any kind in or on the condominium property except as authorized by the Association and except that the Declarant may post "For Sale" signs advertising unsold units.

(b) Residents shall exercise extreme care about creating disturbances, making noises or using musical instruments, radios, television and amplifiers that may disturb other residents. No owner may keep a pet in his unit without the prior written consent of the Board of Directors. Any owner given such authorization shall further abide by the Municipal Sanitary Regulations, leash laws and rules or regulations of the Association created by the Board of Directors.

(c) It is prohibited to hang garments, rugs and similar items from the windows or from any of the facades, decks or terraces of the condominium.

(d) It is prohibited to hang or shake dust rags, mops and similar items from the windows or porches or terraces, or to clean such items by beating on an exterior part of the condominium.

(e) It is prohibited to throw garbage or trash next to the disposal installations provided for such purposes in the service areas. All such garbage and trash shall be placed inside disposal containers.

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(f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units or similar devices on the exterior of the condominium buildings or cause them to protrude through the walls or the roof of the condominium except as authorized by the Association. No window guards, awnings or shades shall be installed without the prior consent of the Board of Directors.

(g) No exterior antennas shall be allowed except those installed by the Association.

(h) Curtains and drapes shall be generally white or lined with white, or as the Board approves, to create an aesthetic and harmonious outer appearance of the condominium buildings.

(i) The parking spaces designated as general common elements in the Declaration are intended for use of automobiles of owners and guests. The Directors may make such rules necessary to govern the use of any general or any limited common element parking areas by which all owners and other users shall be bound. Provided, however, no such rule shall prohibit, restrict, or change a parking assignment previously made to a unit without the written consent of the unit owner.

(j) Vehicular traffic on the parking areas and driveway on condominium property shall be limited to five (5) miles per hour as a safety precaution. This speed limit shall apply to bicycles, motor scooters, motorcycles, automobiles and trucks. No recreational vehicles, campers, trailers, boats, boat trailers, vehicles in disrepair or similar things may be parked or kept on condominium property without the prior written consent of the Board of Directors.

(k) All common areas, including common garden and patio areas are provided for the use of the owners and their guests. Rules and regulations will be posted, setting out the hours the various facilities will be available for use, and the conditions attendant thereto. Compliance with such rules as determined by the Board of Directors is essential to the harmonious operation of the facilities.

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(1) The Directors may restrict the use of the general or limited common elements to specific unit owners as may be necessary and reasonable in the overall use of said elements and for the best interest of the condominium as a whole and the owners of units therein.

Failure by an owner (his family, invitees or lessees) to comply with the rules of conduct and restrictions set forth herein or others promulgated by the Board of Directors, will be cause for which the Board of Directors may deny or restrict such owner's right to use any common element facility with respect to which such owner otherwise had a right of use.

Section 11. Use Restriction Contained in Declaration. In addition to the rules, restrictions and other provisions of this Article VI, all unit owners must comply with the use restrictions contained in Section 6 of the Declaration.

#### ARTICLE VII

##### INSURANCE

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

Section 1. Types of Insurance Policies. For the benefit of the Association and the owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance:

(a) A policy or policies of fire insurance with the extended coverage endorsement, for the full insurable replacement value, if available, of all units and common areas, and such other fire and casualty insurance as the Board of Directors shall determine (consistent with requirements of the Lessors), to give substantially equal or greater protection to the owners and their mortgagees, as their respective interests appear, which said policy or policies shall

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provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, of each unit, if any.

(b) A policy or policies insuring the Association, its Board of Directors, the unit owners individually, and the manager against any liability to the public or the owners of units and their invitees or tenants, incident to the ownership, supervision, control or use of the project. Limits of liability under such insurance shall be not less than \$1,000,000 per occurrence for bodily injuries and property damage liability. Such limit and coverage shall be reviewed at least annually by the Board of Directors which may increase the limit of and/or coverage, in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

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

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

The Association shall not be responsible for any loss or damage to personal property of any owner, whether stored on the common area or in the owner's unit. Nor shall the Association maintain any insurance coverage for such loss.

Section 2. - Insurance Companies Authorized. All policies shall be written by a company licensed to do business in Oregon and holding a "Commissioner's rating" of "A+" and a size rating of "AAA," or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and directors.

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Section 3. Authority to Adjust Losses. All losses under policies hereafter in force regarding the property shall be settled exclusively with the Board of Directors or its authorized representative; provided, however, that where a first mortgagee has been designated as a loss payee by a unit owner, such mortgagee shall be entitled to settle losses as to the mortgaged unit, provided that the loss which occurs is severable. Releases and proofs of loss shall be executed by at least two directors.

Section 4. Prohibition of Contribution. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by the Association, individual owners or their mortgagees.

Section 5. Value of Owner Improvements. Each owner must inform the Board of Directors of the value of improvements made to his unit in excess of One Thousand Dollars (\$1,000.00) so that the Board of Directors may make any desired adjustments in insurance coverage. Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the Board of Directors pursuant to Article VI, Section 7(b).

Section 6. Provisions in Insurance Policies. The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

- (a) A waiver of subrogation by the insurer as to any claims against the Board of Directors, the manager, the unit owners and their respective servants, agents and guests.
- (b) A provision that the master policy on the condominium cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual owners.
- (c) A provision that the master policy on the condominium cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors or the manager without prior demand in writing that the Board of Directors or manager cure the defect.
- (d) A provision that any "no other insurance" clause in the master policy exclude individual owners' policies from consideration.

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(e) A provision that the insurer issue sub-policies specifying the portion of the master policy ear-marked for each owner's interest and that until the insurer furnishes written notice and a grace period to the mortgagee insured under the loss payable clause thereof, the mortgagee's coverage is neither jeopardized by the conduct of the unit mortgagor-owner, the Association or other unit owners nor cancelled for non-payment of premiums.

(f) A rider on the master policy in the nature of "Use and Occupancy" insurance which will provide relief from monthly assessments while a unit is uninhabitable by the payment of the condominium expenses thereof and any other fixed costs, including, but without being limited to, taxes, rent, insurance, and mortgage payments.

Section 7. Review of Insurance Policies. At least annually, the Board of Directors shall review all insurance carried by the Association of Unit Owners, which review shall include an appraisal of all improvements made to the project by a representative of the insurance carrier writing the master policy.

#### ARTICLE VIII

##### DAMAGE AND DESTRUCTION

Section 1. Insurance Proceeds Sufficient to Cover Loss. In case of fire, casualty or any other damage and destruction, the insurance proceeds of the master policy, if sufficient to reconstruct the buildings damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the damaged or destroyed buildings, as used in this paragraph, means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or disaster, with each unit and the common area having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished under the direction of the manager or the Board of Directors.

Section 2. Insurance Proceeds Insufficient to Cover Loss. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed buildings, the damage to, or destruction of, such buildings shall be promptly repaired

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and restored by the manager or the Board of Directors, using the proceeds of insurance, if any, on such buildings for that purpose and all the unit owners shall be liable for assessment for any deficiency for such reconstruction, such deficiency to take into consideration as the owner's contribution any individual policy insurance proceeds provided by such owner. Provided, however, if three-fourths or more in value of all the buildings are destroyed or substantially damaged and if the owners of at least three-fourths of the units do not, voluntarily, within sixty (60) days after such destruction or damage, make provision for reconstruction, the manager or Board of Directors shall record with the County Recorder a notice setting forth such facts, and upon the recording of such notice:

(a) The condominium property shall be deemed to be owned in common by the owners.

(b) The respective interest of each unit owner in the property shall be determined by the provisions of ORS 91.591 which are in effect on the date the Declaration of Unit Ownership is recorded.

(c) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interests of the owners in the project.

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

Section 3. Architectural Changes After Damage or Destruction. Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of sufficient owners to amend these Bylaws, cause an amendment to be made to the condominium documents so as to facilitate architectural changes that the owners affected thereby and the Association deem desirable if, and only if, the partial or total destruction of the condominium, or any buildings thereof, by fire,

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casualty or any other disaster is so great as to require the substantial reconstruction of the whole of the condominium, or said buildings. Any such amendment of such condominium documents shall be valid only upon (1) the recording thereof with the recording officer of Multnomah County; and (2) the recording with that recording officer of the approval thereof of each mortgagee and each other lienholder of record having a lien against any part of the project, or building, affected by such amendment.

ARTICLE IX

CONDEMNATION

The Board of Directors shall have the sole authority to negotiate with any public or private body or person having the power of eminent domain and to sue or defend in any litigation involving such bodies or persons with respect to the common elements of the condominium and shall assist any unit owner whose unit or a part thereof is the subject of any condemnation or eminent domain proceeding. Provided, however, nothing in this or any document or agreement relating to the condominium shall be construed to give a unit owner or any party priority over the rights of the first mortgagees of any condominium units in the case of a distribution to the unit owner of any such condemnation awards for losses to or a taking of a unit and/or the common elements.

ARTICLE X

AMENDMENTS TO BYLAWS

These Bylaws may be amended by the Association in a duly-constituted meeting or ballot meeting called for such purpose, and no amendment shall take effect unless approved by owners holding 75% or more of the voting rights as otherwise set forth in the Declaration. Any amendments adopted hereby shall be reduced in writing, certified by the Chairman and Secretary of the Association of Unit Owners to be the amendment so adopted by the Association of Unit Owners, and such amendment so certified shall be recorded in the Deed Records of Multnomah County, Oregon. Provided, however, no amendment of these Bylaws reducing or eliminating the right of any first mortgagee shall be made without the prior written consent of such first mortgagees. Provided, further, no amendment of these Bylaws may be made without the consent

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of the Declarant so long as Declarant owns any unit in the condominium, but no such consent shall be required after three years after these Bylaws are recorded.

ARTICLE XI

MORTGAGEES

In the event of a conflict between this Article XI and other provisions of these Bylaws, the provisions of this Article XI shall prevail.

Section 1. Notice to Association. An owner who mortgages his unit shall notify the Association through the Management Agent, if any, or the Chairman of the Board of Directors in the event there is no Management Agent, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Definition of Mortgagee. Mortgagee as used in these Bylaws shall include the beneficiary of a trust deed or a contract seller.

Section 3. Notice of Change in Documents or Manager. The Association of Unit Owners shall give the mortgagees written notice thirty (30) days prior to the effective date of (i) any change in the condominium documents and (ii) any change of manager (not including change in employees of corporate manager) of the condominium.

Section 4. Notice of Default by Mortgagor. The Association of Unit Owners shall give the mortgagees written notification of any default by their mortgagors in the performance of such mortgagor's obligations pursuant to the condominium documents or the Oregon Unit Ownership Law, which is not cured within thirty (30) days.

Section 5. Mortgagee Exempt from Certain Restrictions. Any mortgagee who comes into possession of a mortgaged 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.

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Section 6. Subordination of Association Lien to Mortgage/Discharge of Lien Upon Foreclosure. Subject to ORS 91.546, the lien of the Association shall be subordinate to a first mortgage or trust deed of record. Any holder of a mortgage which 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 which accrue prior to the time such holder 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).

Section 7. Professional Management. Upon written request of the holders of at least fifty percent (50%) of the first mortgages of 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 for cause on thirty (30) days' written notice and the term of any such contract shall not exceed one (1) year. Without the prior written approval of the holders of seventy-five percent (75%) of the first mortgages on units in the condominium, the Association of Unit Owners may not effect any decision to terminate professional management and assume self management of the condominium.

Section 8. Written Consent of Mortgagee Required in Certain Cases. Unless all holders of first mortgage liens on individual units have given their prior written approval, neither the Association nor the Unit Owners of the condominium shall:

(a) Change the pro rata interest or obligations of any condominium unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each unit in appurtenant real estate and any improvements thereon which are owned by the unit owners in the condominium in undivided pro rata interests ("common elements");

(b) Partition or subdivide any unit or the common elements of the condominium property;

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(c) By act or omission seek to abandon the condominium status of the condominium property, except as provided by the Oregon Unit Ownership Law in the event of substantial loss to the units and common elements of the condominium property;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements shall not be deemed a transfer within the meaning of this clause;

(e) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by the Oregon Unit Ownership Law in case of substantial loss to the units and/or common elements of the condominium project.

Section 9. Proxy Held by Mortgagee in Certain Cases. The first mortgagee may attend a meeting of the Association of Unit Owners with the proxy of the mortgagor of said unit for the purpose of voting to paint or otherwise maintain the common elements. Provided, however, 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.

Section 10. Right to Examine Books and Records. All first mortgagees shall have the right to examine the books and records of the Condominium Owners Association or the condominium property upon reasonable notice and at reasonable times.

Section 11. Right to Annual Reports. All first mortgagees shall, upon request, be entitled to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association of Unit Owners.

Section 12. Right to Receive Written Notice of Meetings. The Association of Unit Owners shall give all first mortgagees, upon request, written notice of all meetings of the Association, and such first mortgagees shall be permitted to designate a representative to attend all such meetings.

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Section 13. Notice in Event of Loss or a Taking. The Condominium Owners Association shall give all first mortgagees written notice of any loss to, or taking of, the common elements of the condominium project or a unit in the condominium project if such loss or taking exceeds \$10,000 with respect to the common elements or \$1,000 with respect to any unit.

Section 14. Definition of Institutional Holder. For purposes of these Bylaws and the Declaration and for any other purposes in connection with the mortgages or trust deeds of a unit in the condominium, the term "institutional holder" shall mean: "A mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency."

#### ARTICLE XII

##### RECORDS AND AUDITS

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

Section 2. Records of Receipts and Expenditures. The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the unit owners and mortgagees at convenient hours of weekdays.

Section 3. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

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Section 4. Payment of Vouchers. The Treasurer shall pay all vouchers up to \$1,000 signed by the Chairman, managing agent, manager or other person authorized by the Board of Directors. Any voucher in excess of \$1,000 shall require the signature of the Chairman.

Section 5. Reports and Audits. The Board of Directors shall cause an annual report of the receipts and expenditures of the Association to be prepared by a certified public accountant and shall render such report to all unit owners and to all mortgagees of units who have requested the same within ninety (90) days after the end of each fiscal year. At any time any owner or mortgagee may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

Section 6. Notice of Sale, Mortgage, Rental or Lease. Immediately upon the sale, mortgage, rental or lease of any unit, the unit owner shall promptly inform the Secretary or manager of the name and address of said vendee, mortgagee, lessee, or tenant.

#### ARTICLE XIII

##### COMPLIANCE

These Bylaws are intended to comply with the provisions of the Oregon Unit Ownership Law, which are incorporated herein and to supplement the provision in the Declaration of Unit Ownership. In case any of the provisions hereof conflict with the provisions of said statutes, the statutory provisions shall apply. In case of any conflict between the provisions hereof and the Declaration, the provisions in the Declaration shall apply.

#### ARTICLE XIV

##### INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative or investigative (other than an action by the Association) by reason of the fact that he is or was a Director,

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

ARTICLE XV

SUITS AND ACTIONS

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

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ARTICLE XVI

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MISCELLANEOUS

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

Section 2. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

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

It is hereby certified that these Bylaws have been adopted by Viewpoint Properties, Inc., Declarant of JOHN'S VIEWPOINT, and will be recorded in the Deed Records of Multnomah County, together with the Declaration of Unit Ownership for said condominium, after said Declaration and Bylaws are approved by the Assessor of said County.

DATED this 16 day of December, 1980.

VIEWPOINT PROPERTIES, INC.

By William Warrington  
William Warrington, President

By Werner Storch  
Werner Storch, Secretary

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STATE OF OREGON )  
County of Multnomah ) ss. December 16, 1980

Personally appeared William Warrington and Werner Storch, who, being duly sworn, did say that they are the President and Secretary, respectively, of Viewpoint Properties, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

Janice J. Marple  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 7-29-84



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STATE OF OREGON  
Multnomah County

Director, Department of Administration  
for said County, do hereby certify that the within  
recited to the record of  
of said County at

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MULTNOMAH CO. OREGON

In Book 1513 On Page 1434  
where my hand and seal of office attach.

Director  
Department of Administration  
Services

*M. Sullivan*  
Deputy

112 82

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RETURN TO:  
P.N.T.I.  
Attn. Joan

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| <u>Unit No.</u> | <u>Unit Type</u> | <u>Approximate Area</u> | <u>Percentage Ownership<br/>in Common Elements</u> |
|-----------------|------------------|-------------------------|--|
| 201             | D                | 1636 sq. ft.            | 4.6893   |
| 202             | B                | 1615 sq. ft.            | 4.6290   |
| 203             | B                | 1615 sq. ft.            | 4.6290   |
| 204             | B                | 1615 sq. ft.            | 4.6290   |
| 205             | B                | 1615 sq. ft.            | 4.6291   |
| 206             | B                | 1615 sq. ft.            | 4.6291   |
| 207             | B                | 1615 sq. ft.            | 4.6291   |
| 208             | B                | 1615 sq. ft.            | 4.6291   |
| 209             | B                | 1615 sq. ft.            | 4.6291   |
| 210             | B                | 1615 sq. ft.            | 4.6291   |
| 211             | B                | 1615 sq. ft.            | 4.6291   |
|                 |                  |                         | 100.0000   |

4. GENERAL COMMON ELEMENTS.

The general common elements consist of all portions of the condominium not part of a unit or a limited common element, including, but not limited to, parking areas, stairways, piling, decking, roof, exterior and all supporting elements of the building and the land and landscaping. Each unit will be liable for the general common expense in equal proportion, excepting for fire and casualty insurance premiums which will be allocated on the basis of the amount of coverage of each unit as a percentage of the total amount of coverage for all units.

The general common elements shall be used in accordance with and subject to the following provisions:

4.1 Rules and Regulations Promulgated by the Association. No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association. Without, in any manner, intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common elements to the members of the Association and their respective families, guests, invitees and servants. Such use may be conditioned upon, among other things, the payment by the unit owner of such assessments as may be established by the Association for the purpose of defraying the cost thereof.

4.2 Maintenance and Repair. Maintenance and repair of the common elements shall be the responsibility of the

PAGE 4. DECLARATION OF UNIT OWNERSHIP

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Association. Nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed by the Association. Common expenses incurred for such maintenance and repair shall be borne equally on the periodic basis determined by the Board of Directors, excepting for fire and casualty insurance (which shall be shared in proportion to the amount of coverage placed on each unit).

4.3 Income from Common Elements. All income derived from any coin-operated vending machines and/or any other income derived from the common elements shall be income of the Association. The Board of Directors may, in its discretion, use such income to help meet the expense of maintaining the common elements or for such other purpose as may benefit the Association and the Unit Owners in a substantially equal manner.

4.4 Parking. There are twenty-two (22) single car garages. Each unit has a single-car garage appertaining to it as a limited common element. Each garage shall bear the same numerical designation (preceded by a "G") as the unit to which it appertains.

The uncovered parking spaces shall be available to all of the owners of the units and their guests pursuant to rules and regulations promulgated by the Board of Directors.

4.5 Voting. The owner of each unit shall be entitled to one vote. "Majority" or "Majority of Unit Owners" shall mean owners of more than fifty percent (50%) of the units. The calling and conducting of meetings of the Association of Unit Owners and the exercise of voting rights shall be controlled by Article II of the Bylaws.

5. LIMITED COMMON ELEMENTS.

Each of the garages is a limited common element appertaining to the unit bearing the corresponding numerical designation. The decks and balconies are limited common elements appertaining to the units which they adjoin. The expense of maintenance, repair and replacement of the garages, decks and balconies shall be an equal expense of all unit owners, excepting for any damages caused by the negligence or intentional action of a specific unit owner, in which event such owner shall be liable to repair such damage to the limited common element.

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6. USE RESTRICTIONS.

The use of the condominium property will be in accordance with the following provisions, as long as the condominium exists and the condominium building in useful condition exists upon the land.

6.1 Use as Private Dwelling Only. Each of the units will be occupied as a single-family private dwelling by its owner or his tenant, their visitors and guests, and for no other purpose.

6.2 Children as Residents Restricted. No children under sixteen (16) years of age will be permitted to reside in any of the units of this condominium for a period in excess of thirty (30) days in any calendar year. The Board of Directors may make such rules and regulations as may be reasonably necessary to effect this restriction, including a requirement that a unit owner notify the Board of Directors when such children are residing in his Unit.

6.3 Pets. No owner may keep a pet in his unit without the prior written consent of the Board of Directors. Any owner given such authorization shall further abide by the Municipal Sanitary Regulations, leash laws and rules or regulations of the Association created by the Board of Directors.

6.4 Assessment for Professional Management. The Declarant has not included a cost estimate in the present monthly assessment to pay for professional management. In the event the Board of Directors of the Association or 50% of the first mortgagees of units in the condominium require professional management, the monthly assessment of unit owners will be increased to pay for such professional management. The term of and provisions in any professional management agreement shall be consistent with Section 10.5 of this Declaration.

6.5 Appearance of Condominium Building. The unit owners will not cause anything to be hung, displayed, or placed on the walls, doors, windows, walkways, ceilings of walkways or roof of the condominium building or any other common element, and they will not otherwise change the

PAGE 6. DECLARATION OF UNIT OWNERSHIP

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BOOK 1513 PAGE 1388

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appearance of any portion of the common elements without the prior written consent of the Board of Directors. Each unit owner shall provide draperies at all windows which shall be lined with white materials, sufficiently opaque so as to not disclose the color of the interior portion of such draperies. No clothes lines or similar devices, no radio or television antennas or aerials and no "For Sale" signs, will be allowed on any part of the condominium property without the prior written consent of the Board of Directors, except that the Declarant may post reasonable signs in reasonable places on the condominium property advertising any unsold unit for sale.

6.6 Nuisances. No nuisances will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No unit owner will permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

6.7 Improper, Offensive or Unlawful Use. No improper, offensive or unlawful use will be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the property concerned.

6.8 Additional Rules. Rules and regulations concerning other use of the condominium property may be made and amended from time to time by the Association or the Board of Directors. Copies of such rules and regulations will be furnished to all unit owners and residents of the condominium, upon request. Additional rules, regulations and restrictions are contained in the Bylaws.

7. MANAGEMENT OF AFFAIRS OF THE ASSOCIATION OF UNIT OWNERS.

The affairs of the Association of Unit Owners shall be managed by a Board of Directors and by officers consisting of a Chairman of the Board of Directors, a Secretary and a Treasurer. The Board of Directors shall adopt administrative

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rules and regulations governing details of the operation, maintenance and use of the property, and to prevent unreasonable interference with the use of the respective units and of the common elements by the several unit owners. The Board of Directors may retain an individual (one of the unit owners), a firm or corporation to act as manager of the property.

8. SERVICE OF PROCESS.

The name of the person to receive service of process in cases provided in Subsection 1 of ORS 91.578, is William Warrington, whose address in Multnomah County is 0110 S. W. Curry, Portland, Oregon 97201.

9. ADOPTION OF BYLAWS.

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

9.1 Amendment. The Bylaws may be amended from time to time as provided therein. Any amendment thereto shall be recorded in the official records of Multnomah County, Oregon.

9.2 Compliance with Bylaws and Other Restrictions. Each unit owner shall comply with the Bylaws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions in this Declaration or in the deed to his unit. Failure to comply therewith shall be grounds for suit or action, maintainable by the Association of Unit Owners or by any unit owner, in addition to other sanctions which may be provided by the Bylaws or by any existing administrative rules and regulations. Should any conflict exist in the interpretation or application of the Declaration and Bylaws, the Declaration shall control.

9.3 Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due, damages or a suit for injunctive relief, to foreclose a lien or any combination thereof. Relief may be sought by the Association or by the manager of the Association, or if appropriate, by an aggrieved unit owner.

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9.4 Costs and Attorneys' Fees. In any proceeding arising because of alleged default by a unit owner, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorneys' fees as may be determined by the trial court in any trial or by the Appellate Court in any appeal thereof.

9.5 Waiver of Rights. The failure of the Association or a unit owner to enforce any right, provision, covenant or condition which may be granted by a condominium document, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

10. MORTGAGEES.

In the event of a conflict between this Section 10 and other provisions of this Declaration, the provisions of this Section 10 will prevail.

10.1 Notice of Change in Documents or Manager. The Association of Unit Owners shall give each mortgagee written notice thirty (30) days prior to the effective date of (i) any change in the condominium documents and (ii) any change of manager (not including change in employees of corporate manager) of the condominium.

10.2 Notice of Default by Mortgagor. The Association of Unit Owners shall give each mortgagee written notification of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents or the Oregon Unit Ownership Law, which is not cured within thirty (30) days.

10.3 Mortgagee Exempt from Certain Restrictions. Any holder of a mortgage which 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.

10.4 Subordination of Association Lien to Mortgage/ Discharge of Lien Upon Foreclosure. Subject to ORS 91.546, the lien of the Association shall be subordinate to a first mortgage or trust deed of record. Any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, by foreclosure of the

PAGE 9. DECLARATION OF UNIT OWNERSHIP

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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 which accrue prior to the time such holder 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).

10.5 Professional Management. Upon written request of the holders of at least fifty percent (50%) of the first mortgages of 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 for cause on thirty (30) days' written notice and the term of any such contract shall not exceed one (1) year. Without the prior written approval of the holders of seventy-five percent (75%) of the first mortgages on units in the condominium, the Association of Unit Owners may not effect any decision to terminate professional management and assume self management of the condominium.

10.6 Written Consent of Mortgagee Required in Certain Cases. Unless all holders of first mortgage liens on individual units have given their prior written approval, neither the Association nor the Unit Owners of the condominium shall:

(a) change the pro rata interest or obligations of any condominium unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each unit in appurtenant real estate and any improvements thereon which are owned by the unit owners in the condominium in undivided pro rata interests ("common elements");

(b) partition or subdivide any unit or the common elements of the condominium property; or

(c) by act or omission seek to abandon the condominium status of the condominium property, except as provided by the Oregon Unit Ownership Law in the event of substantial loss to the units and common elements of the condominium property;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer,

PAGE 10. DECLARATION OF UNIT OWNERSHIP

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the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements shall not be deemed a transfer within the meaning of this clause;

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by the Oregon Unit Ownership Law in case of substantial loss to the units and/or common elements of the condominium project.

10.7 Proxy Held by Mortgagee in Certain Cases. The first mortgagee (or beneficiary under a trust deed) may attend a meeting of the Association of Unit Owners with the proxy of the mortgagor of said unit for the purpose of voting to paint or otherwise maintain the common elements. Provided, however, 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.

10.8 Right to Examine Books and Records. All first mortgagees shall have the right to examine the books and records of the Association of Unit Owners or the condominium property upon reasonable notice and at reasonable times.

10.9 Right to Annual Reports. All first mortgagees shall, upon request, be entitled to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association of Unit Owners.

10.10 Right to Receive Written Notice of Meetings. The Association of Unit Owners shall give all first mortgagees, upon request, written notice of all meetings of the Association, and such first mortgagees shall be permitted to designate a representative to attend all such meetings.

10.11 Notice in Event of Loss or a Taking. The Condominium Owners Association shall give all first mortgagees written notice of any loss to, or taking of, the common elements of the condominium project or a unit in the condominium project if such loss or taking exceeds \$10,000 with respect to the common elements or \$1,000 with respect to any unit.

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11. AMENDMENTS TO DECLARATION. BOOK 1513 PAGE 1394

Except where a larger vote is required by law, this Declaration may be amended from time to time by consent or approval of the unit owners holding 75% or more of the voting rights as otherwise set forth in this Declaration. Provided, however, no amendment of this Declaration reducing or eliminating the right of any first mortgagee shall be made without the prior written consent of all such first mortgagees.

11.1 Declarant's Approval Required. Declarant's prior written consent shall also be required so long as Declarant owns any unit in the condominium, but no such consent shall be required after three years after this Declaration is recorded. No amendment may change the size, location, percentage interest in the general common elements, share of common profits or expenses, or voting power of any unit unless such amendment has been approved by the owners of the affected unit and the holders of any mortgage or trust deed on such unit.

11.2 Recordation. The amendment shall be effective upon recordation in the Deed Records of Multnomah County, certified to by the chairman and secretary of the Association and approved by the County Assessor and the Real Estate Commissioner.

12. SUBDIVISION.

No unit may be subdivided into divisions of any nature.

13. AUTHORITY TO GRANT EASEMENTS, RIGHTS-OF-WAY, LICENSES AND OTHER SIMILAR INTERESTS.

Pursuant to ORS 91.527(5), the Association shall have the authority to execute, acknowledge, deliver and record on behalf of the unit owners, easements, rights-of-way, licenses and other similar interests affecting the general common elements. The granting of any such interest shall first be approved by at least seventy-five percent (75%) of the unit owners as required by ORS 91.527(6). The instrument granting any such interest shall be executed by the chairman and secretary of the Association and acknowledged in the manner provided for acknowledgment of such instruments by such officers and shall state that such grant was approved by at least seventy-five percent (75%) of the unit owners.

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14. DECLARANT'S SPECIAL RIGHTS.

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So long as the Declarant owns any unit in the condominium, but not later than three years after this Declaration is recorded, the Declarant shall have the following special rights:

14.1 Sales Office and Model. The Declarant shall have the right to maintain a sales office and model in one or more of the units which the Declarant owns. The Declarant and prospective purchasers and their agents shall have the right to park automobiles in common areas and to use and occupy the sales office and models during reasonable hours any day of the week.

14.2 "For Sale" Signs. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the condominium property.

14.3 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 the Declarant. Provided, however, nothing contained in this Section 14.3 is intended nor shall be construed as a limitation on the Declarant's obligation to pay common monthly assessments on units owned by the Declarant pursuant to requirements of the Oregon Unit Ownership Law.

14.4 Common Area Maintenance By The Association. The Association shall maintain all common areas in a clean and attractive manner. Should the Association fail to do so, the Declarant may perform such maintenance at the expense of the Association.

14.5 Declarant's Easements. The Declarant, its agents and employees, shall have an easement on and over the common areas for the completion of any portion of the condominium, including the furnishing and decoration of any unit, sales office or model including the storage of materials on the common area at reasonable places and for reasonable lengths of time.

14.6 Declarant's Easements. The Declarant, its agents and employees, shall have an easement on and over the common areas for the completion of any portion of the condominium, including the finishing and decoration of any unit, sales office or model, including the storage of materials on the common area at reasonable places and for reasonable lengths of time.

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15. OWNER'S SPECIAL RIGHTS.

Some of the units will be sold and/or conveyed to owners prior to finishing and decoration of the unit. In addition to rights such owners or purchasers may otherwise have pursuant to the Declaration and Bylaws or other provisions of law, such purchasers and/or owners shall have the right to finish and decorate their units and shall have the right to have their business invitees and licensees cross over the common areas to deliver materials and/or perform labor necessary for such finishing and decoration.

16. ACCESS EASEMENT.

The condominium property is benefited by a nonexclusive access easement lying over the vacated westerly extension of S.W. Sweeney Street. The access easement is subject to the obligation of the unit owners to maintain, repair and replace the improved accessway at the sole and exclusive cost of such owners. At such time as the property lying to the southerly of the condominium property is developed and the accessway is jointly used to serve the improvements thereon, the adjoining owners shall pay a proportionate share of the maintenance, repair and replacement of the easement.

IN WITNESS WHEREOF, the undersigned fee owner of the subject property has caused this Declaration to be executed this 16 day of December, 1980.

VIEWPOINT PROPERTIES, INC.

By William Warrington  
William Warrington, President

By Werner Storch  
Werner Storch, Secretary

STATE OF OREGON )  
County of Multnomah ) ss. December 16, 1980

Personally appeared William Warrington and Werner Storch, who, being duly sworn, did say that they are the President and Secretary, respectively, of Viewpoint Properties, Inc., and that the seal affixed to the foregoing instrument

PAGE 14. DECLARATION OF UNIT OWNERSHIP

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is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

James J. Marcus  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 9-29-84

The foregoing Declaration is approved pursuant to ORS 91.512 this 24th day of December, 1980

WILLIAM F. GWINN  
Real Estate Commissioner

By Donald B. Campbell  
Donald B. Campbell



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EXHIBIT "A"

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A tract of land situated in the N.W. 1/4 of Section 15, T.1S., R.1E., W.M., City of Portland, Multnomah County, Oregon, more particularly described as follows:

Beginning at a point which bears N 61°13'35" E -- 1,199.88 feet from the west one-quarter corner of Section 15, T.1S., R.1E., W.M.; said initial point being the Northeast corner of Lot 11, "MARTHA", a plat of record; thence from said initial point south along the east line of said Lot 11 a distance of 50.00 feet to the southeast corner thereof; thence N 89°11'15" W along the south line of said Lot 11, a distance of 25.00 feet to the northeast corner of Lot 12, MARTHA; thence south along the east line of Lots 12, 13, 14, 15 and 16, MARTHA, a distance of 261.21 feet to the southeast corner of said Lot 16; thence N 89°05'10" W along the south line of said Lot 16 a distance of 178.55 feet to a point in the east right-of-way line of the I-5 (Baldock) Freeway; thence N 0°02'40" E along said east right-of-way line a distance of 310.89 feet to a point in the north line of Lot 11, MARTHA; thence S 89°11'15" E along the north line of said Lot 11, a distance of 203.30 feet to the point of beginning.

TOGETHER WITH:

A nonexclusive easement for ingress and egress over the vacated portion of S.W. Sweeney Street.

SUBJECT TO:

1. Limited access in deed to State of Oregon by and through its State Highway Commission recorded February 26, 1958 in Book 1885, page 425, Deed Records, which provides that no right of easement or right to access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.
2. Conditions and restrictions as set forth by vacating Order No. 148096, recorded September 6, 1979, in Book 1380, page 1633, Records of Multnomah County.
3. Easement for utilities over and across the premises formerly included within the boundaries of S.W. Sweeney Street, now vacated, as reserved by vacating Order.

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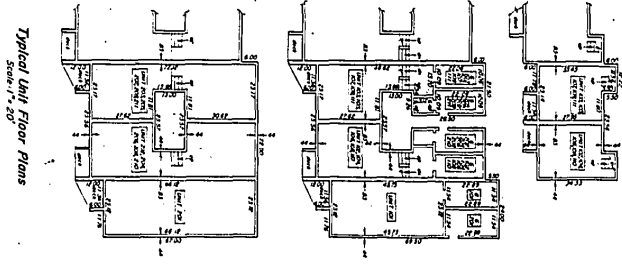
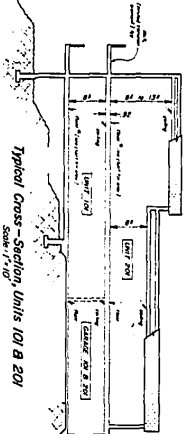
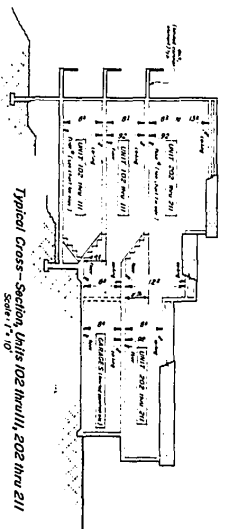
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BOOK 1513 PAGE 1400 REAL ESTATE DIV. SALEM, OREGON

**John's Viewpoint**  
 an Open Condominium  
 1000 N. W. 10th St., Salem, Oregon 97301

**Summary Schedule**  
 JOHN'S VIEWPOINT, a registered professional land servicer, hereby certifies that the floor plans set out on the map hereto attached, title and a copy of the deed to the Viewpoint Condominium, as said units and buildings situate on the County, Oregon, 1908. Said improvements were constructed in accordance with the

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STATE OF OREGON  
Multnomah County

Director, Department of  
Invasion Services and Records Administration  
for said County, do hereby certify that the within  
recorded in the record of said County at

151 MAR 31 11 24 AM  
MULTNOMAH COUNTY, OREGON

In Book  
1513  
On Page  
1383  
without my hand and seal of office attested

Director  
Department of Administration  
M. [Signature]  
Deputy

BOOK 1513 PAGE 1401

Return to;  
PNTI;  
attn; Joan

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63.00

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