

THE KINGS SQUARE CONDOMINIUM

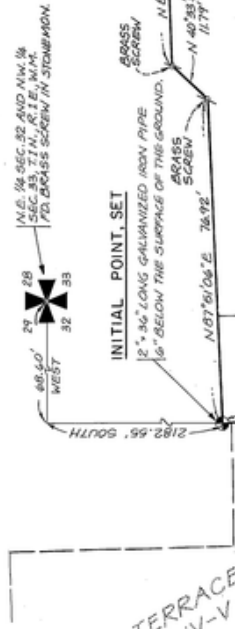
A CONDOMINIUM LOCATED IN THE NE 1/4 OF SEC. 32 & NW 1/4 OF SEC. 33, T.1N, R.1E, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

NOVEMBER, 1981

1.087 ACRES

SCALE: 1" = 20'

WILSEY B HAM
PORTLAND, OREGON
4-2454-040



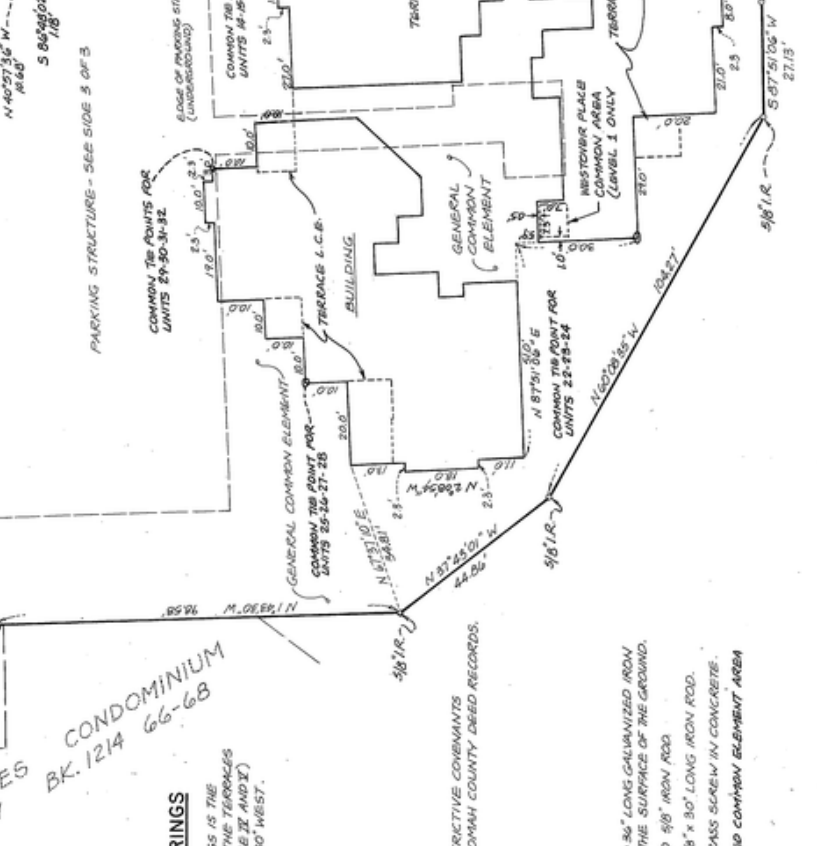
SURVEYOR'S CERTIFICATE
I, G. ROBERT TAYLOR BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MEASUREMENTS THE LAND DESCRIBED ON THE INSTRUMENT DATED THIS DAY, AND THE SURFACE OF THE GROUND, SAID POINT BEING LOCATED WEST 68.0 FEET AND SOUTH 2182.95 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN; THENCE FROM THE POINT OF BEGINNING NORTH 87°51'00\"/>



REGISTERED PROFESSIONAL LAND SURVEYOR
G. ROBERT TAYLOR
DATE OF EXPIRATION
9-30-84

SUBSCRIBED TO AND SWORN TO BEFORE ME THIS 15th DAY OF December 1981
MAYOR MICHAEL W. WELLS
NOTARY PUBLIC IN AND FOR THE STATE OF OREGON
MY COMMISSION EXPIRES 11-3-84

I HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF THE PLAN "THE KINGS SQUARE CONDOMINIUM"



NOTES

1. SUBJECT TO RESTRICTIVE COVENANTS RECORDED MULTNOMAH COUNTY DEED RECORDS.

LEGEND

- DENOTES SET 2" x 3/4" LONG GALVANIZED IRON PIPE 6" BELOW THE SURFACE OF THE GROUND.
- DENOTES ROUND 5/8" IRON ROD
- DENOTES SET 5/8" x 30" LONG IRON ROD.
- ⊕ DENOTES SET BRASS SCREW IN CONCRETE.
- ⊕ DENOTES LIMITED COMMON ELEMENT AREA

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE EASTERLY LINE OF "THE TERRACES CONDOMINIUM" (PHASE II AND I) BEING NORTH 01°43'50" WEST.

12-31-81
72-84
T-11-4-9

THE KINGS SQUARE CONDOMINIUM

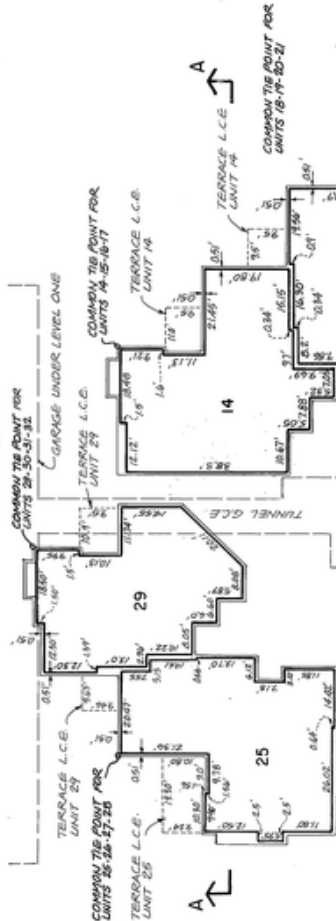
LOCATED IN THE NE 1/4 OF SECTION 32 AND THE NW 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DECEMBER 1981

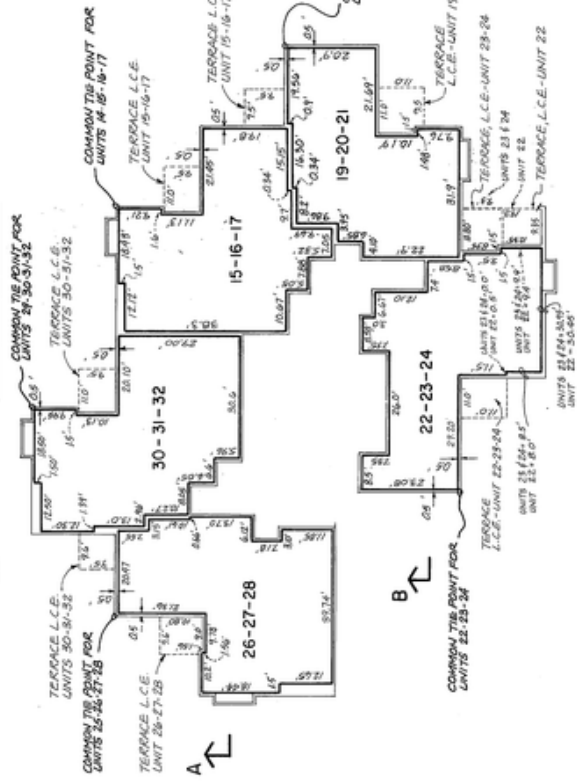
1.087 ACRES

SCALE: 1" = 20'

WILSEY & HAM
PORTLAND, OREGON



FLOOR PLAN - LEVEL ONE



FLOOR PLAN - LEVELS TWO, THREE & FOUR

28	27	26	25	24	23	22	21	20	19	18
32	31	30	29	28	27	26	25	24	23	22
17	16	15	14	13	12	11	10	9	8	7

TUNNEL G.C.E.

SECTION A-A

NOT TO SCALE

SECTION B-B

NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, G. ROBERT TAYLOR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS OF "THE KINGS SQUARE CONDOMINIUM" FULLY AND ACCURATELY DEPICT THE BOUNDARIES OF THE UNITS AND FLOORS OF "THE KINGS SQUARE CONDOMINIUM" AND THAT THE IMPROVEMENTS DEPICTED ON THE FLOOR PLANS AND PLAN WERE COMPLETED PRIOR TO FEBRUARY 14, 1981.

SUBSCRIBED TO AND SHOWN TO BEFORE ME THIS 15th DAY OF December 1981.

G. Robert Taylor
NOTARY PUBLIC FOR THE STATE OF OREGON
MY COMMISSION EXPIRES 11-30-84

I HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF THE PLAN "THE KINGS SQUARE CONDOMINIUM"

REGISTERED PROFESSIONAL LAND SURVEYOR
G. Robert Taylor
OREGON
COMMISSION EXPIRES 11-30-84

LEGEND

G.C.E. GENERAL COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT

COMMON TIE POINT FOR UNITS 18-19-20-21

BENCH MARK

CITY OF PORTLAND BENCH MARK NO. 45
LOCATED ON THE EAST SIDE OF WASHINGTON STREET
END OF N.W. IRVING ST. AT N.W. WESTOWER RD.

THE KINGS SQUARE CONDOMINIUM

LOCATED IN THE NE 1/4 OF SECTION 32 AND THE NW 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1, EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DECEMBER 1981

SCALE: 1" = 20'

1.087 ACRES
WILSEY & HAM
PORTLAND, OREGON
4-2491-0401

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WESTOVER LAND CORPORATION, AN OREGON CORPORATION DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "THE KINGS SQUARE CONDOMINIUM" TO BE A TRUE AND CORRECT MAP OF THE LAND OWNED AND LAID OUT BY THEM AS A CONDOMINIUM, SAID LAND BEING MORE PARTICULARLY 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.

WESTOVER LAND CORPORATION

Joel W. Chapman
JOEL W. CHAPMAN, VICE PRESIDENT AND GENERAL MANAGER

ACKNOWLEDGEMENT

STATE OF OREGON S.S.

BE IT REMEMBERED THAT ON THIS 17th DAY OF December 1981, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED JOEL W. CHAPMAN TO ME PERSONALLY KNOWN, AND WHO BEING DULY SWORN, DID SAY THAT HE JOEL W. CHAPMAN IS VICE PRESIDENT - GENERAL MANAGER OF WESTOVER LAND CORPORATION, AND THE SEAL AFFIXED TO THE WITHIN INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID JOEL W. CHAPMAN DOES ACKNOWLEDGE SAID INSTRUMENT TO BE A FREE ACT AND DEED.

William C. Bork
NOTARY PUBLIC IN AND FOR OREGON
MY COMMISSION EXPIRES 1-30-85



APPROVALS

ALL TAXES, ASSESSMENTS, FEES OR OTHER CHARGES AS PROVIDED BY O.R.S. 125.105 HAVE BEEN PAID AS OF December 31, 1981.

DIRECTOR OF ASSESSMENT AND TAXATION
MULTNOMAH COUNTY, OREGON.
BY: *James C. Bennett*

ATTEST:
MULTNOMAH COUNTY - RECORDING OFFICE
BY: *M. Baird*

APPROVED THIS 17th DAY OF December 1981
SHERIFF OF BUILDINGS
CITY OF PORTLAND, OREGON
BY: *James C. Bennett*

APPROVED THIS 17th DAY OF December 1981
MULTNOMAH COUNTY ENGINEER BY SURVEYOR
BY: *Charles J. Bennett*



NORTHERLY BOUNDARY "THE KINGS SQUARE CONDOMINIUM" 11.79'

LEGEND

- G.C.E. GENERAL COMMON ELEMENT
- L.C.E. LIMITED COMMON ELEMENT

PARKING GARAGE

David Moody
NOTARY PUBLIC FOR THE STATE OF OREGON
MY COMMISSION EXPIRES 11-3-84



I HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF THE PLAT "THE KINGS SQUARE CONDOMINIUM"

12-31-81 7-11-4-9
82-84

2727
(28) (146) 33 1512 (121201)
~~BOOK 1466 PAGE 340~~

DECLARATION OF ANNEXATION
TO WESTOVER PLACE

Dated: April 15, 1980

~~BOOK 1471 PAGE 2347~~
BOOK 1497 PAGE 1096

WESTOVER LAND CORPORATION, an Oregon corporation,
("Developer"), the declarant of the Declaration of Westover
Place Protective Covenants, Conditions and Restrictions for
Westover Place, dated July 9, 1979, recorded August 8, 1979,
in Book 1373 of the Records of Deeds of Multnomah County,
Oregon, at Page 500 (the "Westover Place Covenants"), makes
this Declaration of Annexation to annex additional property
to Westover Place.

Pursuant to Section 2.2 of the Westover Place Covenants,
the property described on Exhibit A attached hereto is hereby
annexed to Westover Place.

The terms of the annexation are as follows:

1. Application of Westover Place Covenants. The property
described on Exhibit A is held and shall be held, conveyed,
hypothecated, encumbered, used, occupied and improved subject
to the Westover Place Covenants.

2. Land Classifications. All of the property being
annexed to Westover Place pursuant to this instrument is class-
ified as "private area" for the purposes of the Westover Place
Covenants.

This document is being rerecorded to correct a
scrivener's error in Exhibit A Phase 3 legal
description

THIS DOCUMENT IS BEING RERECORDED TO CORRECT A SCRIVENER'S ERROR IN EXHIBIT A
PHASES 4 AND 5 LEGAL DESCRIPTION.

62-04/025

Notarized by
Pioneer National
Title Insurance Company

6270

JAN 19 1981

~~1466-1471~~ ~~1471-1474~~
1497 1987

3. Amendment, Repeal, and Duration. This instrument may at any time be amended or repealed only by amendment or repeal of the Westover Place Covenants in the manner specified in Section 12.1 thereof. The duration of the covenants conditions, easements, and restrictions made applicable to the property being annexed to Westover Place by this instrument shall be the same as the duration of the Westover Place Covenants as set forth in Section 12.2 thereof.

IN WITNESS WHEREOF, Developer has executed this Declaration on the day and year first above written.

WESTOVER LAND CORPORATION

By *G. Alexander Creighton*

Insured by
Fidelity National
Title Insurance Company

STATE OF OREGON)
) ss.
County of Multnomah)

On this 15th day of April, 1980, personally appeared before me G. ALEXANDER CREIGHTON who, being duly sworn, did say that he is the Vice President/General Manager of Westover Land Corporation an Oregon corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.



G. Alexander Creighton
Notary Public for Oregon
My commission expires: 10/16/81

JAN 19 1981

0429

~~BOOK 1466 PAGE 342~~

BOOK 1497 PAGE 1098

EXHIBIT "A"

~~BOOK 1471 PAGE 2340~~

TO DECLARATION OF ANNEXATION TO WESTOVER PLACE

Phase 1

A tract of land in Section 33, Township 1 South, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, more particularly described as follows:

Beginning at the initial point, said point being located West 30.34 feet and South 2,359.28 feet from the Northeast corner of Section 32, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon; Thence S 29° 53' 27" E 167.49 feet, thence S 60° 06' 33" W 85.28 feet; thence N 39° 00' 51" W 48.75 feet; thence N 61° 35' 40" W 38.31 feet; thence N 79° 23' 50" W 48.44 feet; thence N 67° 44' 45" W 26.79 feet; thence N 54° 12' 42" W 111.56 feet to a point on the northerly line of that parcel of land conveyed to Sisters of Charity of Providence, St. Vincent's Hospital, on February 14, 1901, in Book 273 of Deed Records at Page 443, thence along said northerly line N 31° 51' 07" W 74.19 feet to the southwesterly corner of "The Terraces Condominium" (Phase II) as recorded in Plat Book 1212, Pages 27-30 on September 27, 1979; thence leaving said northerly line of said St. Vincent's Hospital parcel along the southerly line of said plat the following 4 courses: N 58° 22' 31" E 30.26 feet; thence N 44° 26' 36" E 34.00 feet; thence S 42° 42' 07" E 26.00 feet; thence N 88° 36' 33" E 74.34 feet; thence leaving the southerly line of "The Terraces Condominium", (Phase II) S 01° 23' 27" E 40.30 feet; thence N 88° 36' 33" E 115.19 feet to the initial point and point of beginning.

Inspected By
Title Insurance Company

JAN 19 1981

65770

EXHIBIT A

BOOK 1497 PAGE 1099

Phases 4 and 5:

A tract of land located in Section 33, Township 1 North, Range 1 East, W.M., City of Portland, Multnomah County, Oregon, being more particularly described as follows:

Beginning at an initial point, said point being located West 68.53 feet and South 2185.09 feet from the Northwest corner of Section 32, Township 1 North, Range 1 East, Willamette Meridian, in the City of Portland, Multnomah County, Oregon; thence South 01°43'31" East 60.36'; thence South 35°22'30" West 44.76' to the most easterly corner of "The Terraces Condominium (Phase II)" as recorded in Plat Book 1212, pages 27-30 on September 27, 1979; thence along the boundary of said plat the following courses: North 54°37'30" West 60.25' to a point of curvature; thence 3.49 feet along the arc of a 50.00 foot radius curve to the right through a central angle of 4°00'00" (the long chord of which bears North 52°37'31" West 3.49') to a point of tangency; thence North 50°37'31" West 45.59' to a point of curvature; thence 19.10 feet along the arc of a 50.00 foot radius curve to the right through a central angle of 21°53'10" (the long chord of which bears North 39°40'55" West 18.98') to a point of tangency; thence North 28°44'20" West 40.87'; thence North 88°36'33" East 44.56'; thence North 01°23'27" West 31.00'; thence North 88°36'33" East 43.93'; thence departing from said boundary North 88°36'33" East 24.57'; thence South 01°23'27" East 54.00'; thence North 88°36'33" East 29.43' to the initial point and point of beginning.

04429

1497

STATE OF OREGON }
Multnomah County }
County Clerk }
Do hereby certify that the foregoing is a true and correct copy of the original of the plat of land as recorded in the office of the County Clerk of Multnomah County, Oregon, on the 19th day of January, 1981.

JAN 19 AM 11:16

RECORDING SECTION
MULTNOMAH CO. OREGON

1497
1096
P. J. [Signature]

62000

JAN 19 1981

112 . 03 81

THIRD DECLARATION OF ANNEXATION
TO WESTOVER PLACE
(ANNEXING COMMON ENTRANCE)

BOOK 1565 PAGE 1757

Dated: November 4, 1981

WESTOVER LAND CORPORATION, an Oregon corporation ("Developer"), the declarant of the Declaration of Westover Place Protective Covenants, Conditions and Restrictions for Westover Place, dated July 9, 1979, recorded August 8, 1979, in Book 1373 of the Records of Deeds of Multnomah County, Oregon, at page 500 (the "Westover Place Covenants"), makes this declaration of annexation to annex additional property to Westover Place.

Pursuant to Section 2.2 of the Westover Place Covenants, the property described on Exhibit A attached hereto is hereby annexed to Westover Place.

The terms of the annexation are as follows:

1. APPLICATION OF WESTOVER PLACE COVENANTS. The property described on Exhibit A is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Westover Place Covenants.
2. LAND CLASSIFICATIONS. All of the property being annexed to Westover Place pursuant to this instrument is classified as "Common Area" for the purposes of the Westover Place Covenants. Such property shall be a Limited Common Area available for the exclusive use for access purposes for all owners of units in Phases 1 and 2 of The Kings Square

830 PM

BOOK 1565 PAGE 1758

Condominium and any other units hereafter annexed to the Westover Place Covenants and which use such property for access purposes.

3. AMENDMENT, REPEAL AND DURATION. This instrument may at any time be amended or repealed only by amendment or repeal of the Westover Place Covenants in the manner specified in Section 12.1 thereof. The duration of the covenants, conditions, easements and restrictions made applicable to the property being annexed to Westover Place by this instrument shall be the same as the duration of the Westover Place Covenants as set forth in Section 12.2 thereof.

IN WITNESS WHEREOF, Developer has executed this declaration on the day and year first above written.

WESTOVER LAND CORPORATION

By

Joel W. Chapman



The foregoing instrument was acknowledged before me this 4th day of November, 19 81 by Joel W. Chapman, Ex. Vice President of WESTOVER LAND CORPORATION, an Oregon corporation, on behalf of the corporation.

V.L. April Olbrich
Notary Public for Oregon
My commission expires: 10-16-85

83873

EXHIBIT A
TO THIRD DECLARATION OF
ANNEXATION TO WESTOVER PLACE
(Annexing Common Entrance)

BOOK 1565 PAGE 1759

An easement for ingress and egress being described as follows:

Beginning at an iron pipe located on the southerly line of that tract of land described in Deed Book 604 at Page 905 and also being on the westerly line of N.W. Westover Place, said iron pipe also being South 2,026.72 and East 58.83 feet from the northwest corner of Section 33, Township 1 North, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon; thence from said iron pipe along the westerly line of said N.W. Westover Place South 32°59'42" East 205.03 feet and South 32°58'15" East 146.62 feet to the TRUE POINT OF BEGINNING; thence leaving the westerly line of said N.W. Westover Place 12.87 feet along the arc of a 20.00 foot radius curve to the right through a central angle of 36°52'12" to a point of tangency; thence South 57°01'45" West 25.00 feet to a point of curvature; thence 53.56 feet along the arc of a 30.00 foot radius curve to the right through a central angle of 102°17'26" to a point; thence leaving said arc radially South 69°19'11" West 20.00 feet to a point on a curve; thence 20.79 feet along the arc of a 50.00 foot radius curve to the left through a central angle of 23°49'39" to a point of compound curvature; thence 82.17 feet along the arc of a 60.00 foot radius curve to the left through a central angle of 78°27'47" to a point of tangency; thence North 57°01'45" East 27.20 feet to a point on the westerly line of said N.W. Westover Place; thence along the westerly line of said N.W. Westover Place North 32°58'14" West 32.00 feet to the TRUE POINT OF BEGINNING.

830

DECLARATION SUBMITTING PHASE 1 OF
THE KINGS SQUARE CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

BOOK 1571 PAGE 464

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 4th day of November, 1981, by WESTOVER LAND CORPORATION, an Oregon corporation, hereinafter called "Developer."

Developer proposes to create a condominium to be known as The Kings Square Condominium, which will be located in the development known as "Westover Place" in the City of Portland, Multnomah County, Oregon. The purpose of this declaration is to submit Phase 1 of The Kings Square Condominium to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law.

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

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

1.1 "Bylaws" means the Bylaws of the Association of Unit Owners of The Kings Square Condominium adopted pursuant to Section 12 below as the same may be amended from time to time.

1.2 "Developer" means Westover Land Corporation, and its successors and assigns.

1.3 "Plans" means the plat or site plan and floor plans of Phase 1 of The Kings Square Condominium, recorded simultaneously with the recording of this declaration.

1.4 "The Westover Place Declaration" means that instrument dated July 9, 1979, recorded August 8, 1979, in Book 1573 of the Records of Deeds of Multnomah County, Oregon at page 500, Second Declaration of Annexation to Westover Place dated November 4, 1981 and recorded December 3, 1981, in Book 1565 of the Records of Deeds of Multnomah County, Oregon, at page 1761, and Third Declaration of Annexation to Westover Place dated November 4, 1981 and recorded December 3, 1981 in Book 1565 of the Records of Deeds of Multnomah County, Oregon, at page 1757.

1.5 Incorporation by Reference. Except as otherwise provided in this declaration, each of the terms defined

in ORS 91.500, a part of the Oregon Unit Ownership Law, shall have the meanings set forth in such section.

2. PROPERTY SUBMITTED. The property submitted to the Oregon Unit Ownership Law hereunder is held by Developer and conveyed by it in fee simple estate. Each unit owner will be entitled to certain easements within Westover Place as provided in the Westover Place Declaration. The land submitted hereunder is located in the City of Portland, Multnomah County, Oregon, and is more particularly described in Exhibit A attached hereto. Such property includes the land so described, all buildings, improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all personal property used in connection therewith. That portion of the property labeled "Westover Place Common Area" or "Westover Place Limited Common Area" on the plans is a common area for purposes of the Westover Place Declaration, and the balance of the property is a private area for purposes of such declaration.

3. NAME. The name by which the property submitted hereunder shall be known is "The Kings Square Condominium."

4. UNITS.

4.1 General Description of Buildings. Phase 1 contains one building of dwelling units. The building is four stories on top of an underground garage structure, and is of wood frame construction with concrete foundation, exterior of a combination of stucco and cedar siding and a built-up roof. Phase 1 also includes a parking and storage structure.

4.2 General Description, Location and Designation of Units. Phase 1 consists of a total of 19 units. The dimensions, designation and location of each unit is shown in the plans filed simultaneously herewith and made a part of this declaration as if fully set forth herein. The approximate area of each unit is shown on Exhibit B, attached hereto and made a part hereof.

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

5. GENERAL COMMON ELEMENTS. Each unit will be entitled to a percentage ownership interest in the common elements determined by the ratio by which the approximate area of the particular unit plus its limited common element patio or terrace and garage space bears to the total approximate area of all units and such limited common elements combined, as shown on the attached Exhibit C. Units 14-17, 20, 21, 25-27 and 32 will each have one additional or a portion of a limited common element parking space assigned upon annexation of Phase 2, as shown on Exhibit B. The computation of the percentage interest of these units as shown on Exhibit C includes the parking space areas which will be assigned to these units upon the annexation of Phase 2. Such percentage will change if an additional phase is added to the condominium as is more particularly described in Section 14.4 below. The general common elements consist of the entire property, including all parts of the buildings and improvements, other than the units and limited common elements, and include without limitation the following:

5.1 The land, pathways, driveways, streets, fences, grounds, garage structures and parking areas, except parking spaces and areas within garages bearing the letter "G" as shown on the plans, which are designated as limited common elements by Section 6 below.

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

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

5.4 Elevators and the perimeter surfaces of terraces.

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

6.1 All terraces, except for the outside perimeter surfaces thereof, each of which shall pertain to the unit which it adjoins.

6.2 Garage parking spaces and portions of garage parking spaces bearing the letter "G" as shown on the Plans, each of which shall pertain to the unit indicated on the attached Exhibit B; provided, however, that any such parking space may be transferred so as to pertain to a different

unit by an amendment to this declaration executed by the owner and any mortgagee of the unit to which the parking space previously pertained and by the owner of the unit to which the space is being transferred. Such transfer shall be effective upon the filing of such amendment in the Records of Deeds of Multnomah County, Oregon. No such transfer, however, shall affect any unit's percentage interest in the common elements. Additional limited common element parking spaces and areas for Phase 1 units will be included in Phase 2.

7. USE OF PROPERTY; RESERVATION OF EASEMENT; MAINTENANCE.

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

7.2 The Westover Place Services Association and all owners within Westover Place shall have a nonexclusive easement upon the driveways and through the parking garage of The Kings Square Condominium for access to and from the Westover Place Common Area parking level.

7.3 The necessary work to maintain, repair or replace the common elements shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws. If the mortgagee or beneficiary of any unit determines that the Board of Directors is not providing an adequate maintenance, repair and replacement program for the common elements, such mortgagee or beneficiary, at its option, may deliver a notice to the Board of Directors by delivering same to the registered agent, as required pursuant to OR: 91.578, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the mortgagee or beneficiary, upon written notice to the registered agent that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a mortgage or deed of trust on all business coming before such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

7.4 The association of unit owners, upon prior approval of 75 percent of the voting power of the unit owners, may execute, acknowledge, deliver and record on behalf of the unit owners easements, rights of way, licenses, and similar interests affecting the general common elements.

Any such instrument shall be executed by the chairman and secretary of the association.

7.5 Developer hereby reserves (a) a nonexclusive easement for ingress and egress over all roadways and driveways within the condominium, and over such portion of the vacant land as may be necessary to connect roads with such roadway and driveway system, (b) an easement for the maintenance and use of all existing utility lines and systems within the condominium, including without limitation water, sewer, electrical, telephone and cable television systems, and (c) an easement for the installation, maintenance and use of new utility lines and systems upon the general common element land of the condominium, provided Developer restores any damage to the general common elements resulting from such installation or maintenance. Such easements shall be for the entire remainder of the proposed project site, more particularly described in the attached Exhibit D, and each and every portion thereof, whether or not such property is annexed to the condominium as provided in Section 14 below.

8. COMMON PROFITS AND EXPENSES; VOTING.

8.1 The common profits derived from and the common expenses of the common elements shall be distributed and charged to the owner of each unit according to the percentage of undivided interest of such unit in the common elements.

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

9. SERVICE OF PROCESS. The name of the person to receive service of process in cases provided in subsection (1) of ORS 91.578 is Joel Chapman and his place of business within Multnomah County, Oregon, is 1740 NW Flanders Street, Portland, Oregon 97209.

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

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

11. APPROVAL BY MORTGAGEES. In addition to any other approvals required by the Oregon Unit Ownership Law, this declaration or the bylaws of the Association of Unit Owners, the prior written approval of 75 percent of the holders of first mortgages or beneficiaries of first deeds of trust on units in the condominium (based upon one vote for each first mortgage or deed of trust owned) must be obtained for the following:

11.1 Abandonment or termination of the condominium regime;

11.2 Except as provided in Sections 13 and 14, any change in the prorata interest or obligations of any individual unit or (a) purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the prorata share of ownership of each unit in the common elements;

11.3 The partition or subdivision of any unit;

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

11.5 Use of hazard insurance proceeds for losses to any condominium property, whether to units or to common elements, for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the units and/or common elements of the condominium project.

12. ADOPTION OF BYLAWS, APPOINTMENT OF INTERIM BOARD, AND DESIGNATION OF MANAGER. Upon the execution and the filing of this declaration, the Developer shall adopt bylaws for the Association of Unit Owners of The Kings Square Condominium, which bylaws are attached hereto as Exhibit E

and are filed simultaneously herewith. At the same time, Developer will appoint an interim board of directors of the association, which directors shall serve until their successors have been elected as provided in the bylaws. Such interim board of directors may appoint a manager or managing agent for the condominium on behalf of the association of unit owners, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation and maintenance of the condominium from the date of its formation at the expense of the association. Each unit owner shall be a member of the association. Notwithstanding any other provision of this section, any management agreement or other contract providing for services by Developer shall provide for termination on 90 days or less written notice and shall have a maximum contract term of three years.

13. RELOCATION OF BOUNDARIES.

13.1 The boundaries between adjoining units, including any intervening common elements, may be relocated or eliminated by an amendment to this declaration. The owners of the affected units shall submit to the board of directors of the association a proposed amendment which shall identify the units involved, state any reallocations of common element interest, voting rights, common expense liability and right to common profits and contain words of conveyance. The board of directors shall approve the amendment unless it determines within 45 days that the reallocations are unreasonable or the relocation or elimination will impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium.

13.2 The board of directors of the association may require the owners of the affected units to submit an opinion of a registered architect or registered professional engineer that the proposed relocation or elimination will not impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium. The board of directors of the association or any agent appointed by the board of directors may supervise the work necessary to effect the boundary relocation or elimination. Any expenses incurred under this section shall be charged to the owners of the units requesting the boundary relocation or elimination.

13.3 The amendment shall be executed by the owners and mortgagees of the affected units, certified by

the chairman and secretary of the association, approved as required by law and recorded in the appropriate records of Multnomah County, Oregon. In addition, plat and floor plans necessary to show the altered boundaries between the adjoining units shall be recorded as required by law.

14. PLAN OF DEVELOPMENT. The condominium may be developed in up to two phases. By filing this declaration, Developer hereby submits Phase 1 to the condominium form of ownership. Developer reserves the right to add one additional phase to the condominium and to annex such additional phase by recording a supplement to this declaration pursuant to ORS 91.518, together with a plat and floor plan of the phase being annexed bearing a completion certificate as required by ORS 91.518 and 91.515. Any such additional phase shall be of comparable style, quality, size and range of unit value to Phase 1.

14.1 Maximum Number of Units. Phase 1 contains a total of 19 units. Proposed Phase 2 will contain not more than 14 units, for a total of not more than 33 units in the condominium.

14.2 Expiration Date. No additional phase may be added more than five years after the filing of this declaration.

14.3 Additional Common Elements. Developer does not propose to include in Phase 2 any common elements which would substantially increase the proportionate amount of the common expenses payable by owners of units in Phase 1.

14.4 Allocation of Interests in Common Elements. The allocation of undivided interests in the common elements of units in Phase 1 will change if an additional phase is annexed to the condominium. Such allocation shall be determined by the ratio by the approximate area of each unit compared to the total approximate area of all units then existing in the condominium. The minimum allocation of undivided interest in the common elements of each unit in Phase 1 upon completion of development if Developer elects to proceed with all phases of development is set forth in Exhibit C.

14.5 Legal Description of Additional Phase. A legal description of the property upon which the additional phase would be located is included in the attached Exhibit D.

15. AMENDMENT.

15.1 Approval Required. Except as may otherwise be provided in this declaration or by the Oregon Unit Ownership

Law, this declaration may be amended if such amendment is approved by 75 percent of the voting power of the unit owners. Developer's prior written consent shall also be required until annexation of Phase 2 (or the right to annex such phase has expired) and so long as Developer owns 20 percent or more of the units in the last phase of the condominium, but no such consent shall be required after five years after the date of recording of this declaration. Except as provided in Section 14, no amendment may change the size, location, percentage interest in the 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. Sections 11 and 7.3 may not be amended without the written consent of all holders of first mortgages and beneficiaries of first deeds of trust on units in the condominium.

15.2 Recordation. The amendment shall be effective upon recordation of the declaration as amended or of the amendment thereto, certified to by the chairman and secretary of the association and approved by the county assessor and the Real Estate Commissioner, in the Dead Records of Multnomah County.

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

IN WITNESS WHEREOF, Developer has caused this declaration to be executed this 4th day of November, 1981.

WESTOVER LAND CORPORATION

By Joel W. Chapman
Executive Vice-President

STATE OF OREGON
County of Multnomah

The foregoing instrument was acknowledged before me this 4th day of November, 1981 by Joel W. Chapman, Executive Vice-President of Westover Land Corporation, an Oregon corporation, on behalf of the corporation.

V.R. Applegate
Notary Public for Oregon
My commission expires: 10-16-85



BOOK 1571 page 473

MORTGAGEE'S CONSENT

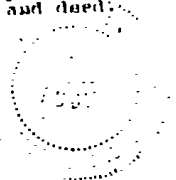
UNITED STATES NATIONAL BANK OF OREGON is the owner and holder of a mortgage on the property being submitted to the Oregon Unit Ownership Law hereunder and consents to the making of the foregoing declaration.

UNITED STATES NATIONAL BANK OF OREGON

By [Signature]
Vice President

STATE OF OREGON)
)ss.
County of Multnomah)

On this 27th day of November, 1981, personally appeared before me Michael D. Jordan who, being duly sworn, did say that he is the Vice President of UNITED STATES NATIONAL BANK OF OREGON, and that said instrument was signed in behalf of said national banking association by authority of its board of directors and he acknowledged said instrument to be its voluntary act and deed.

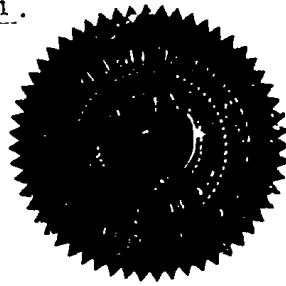


[Signature]
Notary Public For Oregon
My Commission Expires: November 19, 1982

The foregoing declaration is approved this 31st day of December, 1981.

[Signature]
Assessor and Tax Collector
for Multnomah County
for James R. W. Cox

The foregoing Declaration and Bylaws attached hereto are approved this 18th day of December, 1981.



WILLIAM F. GWINN, Real Estate Commissioner

By [Signature]
Donald B. Campbell

EXHIBIT A
TO DECLARATION SUBMITTING
PHASE 1 OF
THE KINGS SQUARE CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

BOOK 1571 PAGE 474

A tract of land located in the N.E. 1/4 of Section 32 and the N.W. 1/4 of Section 33, Township 1 North, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon and being more particularly described as follows:

Beginning at a point that bears West 68.60 feet and South 2,182.55 feet from the northwest corner of Section 33, Township 1 North, Range 1 East, Willamette Meridian; thence from the Point of Beginning North 87°51'06" East 76.92 feet; thence North 40°33'36" East 11.79 feet; thence North 87°51'06" East 76.67 feet; thence North 57°00'07" East 48.56 feet to a point on the westerly line of N.W. Westover Place; thence South 32°59'42" East 68.31 feet to a 5/8-inch iron rod; thence continuing along the westerly line of N.W. Westover Place South 32°58'15" East 146.62 feet to the intersection of a 20.00 foot radius curve; thence 12.87 feet along the arc of said 20.00 foot radius curve to the right through a central angle of 36°52'12" to a point of tangency; thence South 57°01'45" West 25.00 feet to a point of curvature; thence 53.56 feet along the arc of a 30.00 foot radius curve to the right through a central angle of 102°17'26" to a point; thence radially away from the radius point of said curve South 69°19'11" West 104.39 feet; thence South 87°51'06" West 27.13 feet; thence North 60°08'55" West 104.27 feet; thence North 37°43'01" West 44.86 feet; thence North 01°43'30" West 98.58 feet to the Point of Beginning.

Together with a nonexclusive easement for ingress and egress over and upon that portion of the garage marked "Interim Garage Access Easement" on the plans recorded simultaneously herewith, which easement shall terminate at such time as the easement is submitted to Unit Ownership as Phase 2 of The Kings Square Condominium, and as designated as a general common element thereof.

Parking spaces 33, 34, 35, 36, 37, 38, and 39 and portions of spaces 30, 33, and 50, assigned to Units 14, 15, 16, 17, 21, 27, and to Units 20, 25, 21, 27 and 32, respectively, will be attached to those units upon the annexation of Phase 2.

EXHIBIT B - Phase 1

EXHIBIT A
TO DECLARATION SUBMITTING
PHASE 1 OF
THE KINGS SQUARE CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

BOOK 1571 PAGE 474

A tract of land located in the N.E. 1/4 of Section 32 and the N.W. 1/4 of Section 33, Township 1 North, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon and being more particularly described as follows:

Beginning at a point that bears West 68.60 feet and South 2,182.55 feet from the northwest corner of Section 33, Township 1 North, Range 1 East, Willamette Meridian; thence from the Point of Beginning North 87°51'06" East 76.92 feet; thence North 40°33'36" East 11.79 feet; thence North 87°51'06" East 76.67 feet; thence North 57°00'07" East 48.56 feet to a point on the westerly line of N.W. Westover Place; thence South 32°59'42" East 68.31 feet to a 5/8-inch iron rod; thence continuing along the westerly line of N.W. Westover Place South 32°58'15" East 146.62 feet to the intersection of a 20.00 foot radius curve; thence 12.87 feet along the arc of said 20.00 foot radius curve to the right through a central angle of 36°52'12" to a point of tangency; thence South 57°01'45" West 25.00 feet to a point of curvature; thence 53.56 feet along the arc of a 30.00 foot radius curve to the right through a central angle of 102°17'26" to a point; thence radially away from the radius point of said curve South 69°19'11" West 104.39 feet; thence South 87°51'06" West 27.13 feet; thence North 60°08'35" West 104.27 feet; thence North 37°43'01" West 44.86 feet; thence North 01°43'30" West 98.58 feet to the Point of Beginning.

Together with a nonexclusive easement for ingress and egress over and upon that portion of the garage marked "Interim Garage Access Easement" on the plans recorded simultaneously herewith, which easement shall terminate at such time as the easement is submitted to Unit Ownership as Phase 2 of The Kings Square Condominium, and as designated as a general common element thereof.

EXHIBIT B
TO DECLARATION
SUBMITTING PHASE 1 OF THE KINGS SQUARE CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

UNIT	DESIGN PLAN	GARAGE SPACE ASSIGNMENT	APPROXIMATE UNIT AREA	APPROXIMATE GARAGE SPACE AREA *	APPROXIMATE TOTAL AREA
14	SB-11	37	2,315	578	2,893
15	SB-21	38	2,315	314	2,629
16	SB-31	39	2,315	295	2,610
17	SB-41	40	2,315	322	2,637
18	SB-12	26/27	2,016	300	2,316
19	SB-22	25/28	2,016	314	2,330
20	SB-32	24/29	2,016	300	2,316
21	SB-42	23/30	2,016	308	2,324
22	SB-23	41/42	2,182	340	2,522
23	SB-33	43/44	2,182	296	2,478
24	SB-43	45/46	2,182	296	2,478
25	SB-14	35/16	2,243	309	2,552
26	SB-24	17/34	2,243	297	2,540
27	SB-34	18/33	2,243	295	2,538
28	SB-44	36/19	2,243	295	2,538
29	SB-15	47	1,488	267	1,755
30	SB-25	48/20	2,235	280	2,515
31	SB-35	49/21	2,235	280	2,515
32	SB-45	22/50	2,235	312	2,547
		TOTAL	41,035	5,998	47,033

* Total garage area includes parking spaces and areas assigned to Units in Phase 1, which will be annexed in Phase 2.

Parking Spaces 53,52,51,31,30, and 33 and portions of parking spaces 29, 16, 30,33, and 50, assigned to Units 14, 15, 16, 17,21,27, and to Units 20, 25, 21, 27 and 32, respectively, will be attached to those units upon the annexation of Phase 2.

EXHIBIT B - Phase 1

EXHIBIT C BOOK 1571 PAGE 476
 TO DECLARATION
 SUBMITTING PHASE 1 OF
 THE KINGS SQUARE CONDOMINIUM
 TO OREGON UNIT OWNERSHIP LAW

UNIT	DESIGN PLAN	Percentage Interest in Common Elements at		
		PHASE 1	FINAL PHASE	
14	SB 11	6.151	3.710	
15	SB-21	5.590	3.371	
16	SB-31	5.549	3.347	
17	SB-41	5.607	3.381	
18	SB-12	4.924	2.970	
19	SB-22	4.954	2.988	im
20	SB-32	4.924	2.970	
21	SB-42	4.941	2.980	
22	SB-23	5.362	3.234	
23	SB-33	5.269	3.178	e
24	SB-43	5.269	3.178	
25	SB-14	5.426	3.272	7.
26	SB-24	5.400	3.257	
27	SB-34	5.396	3.255	
28	SB-44	5.396	3.255	
29	SB-15	3.731	2.250	
30	SB-25	5.348	3.225	
31	SB-35	5.348	3.225	
32	SB-45	5.415	3.266	
TOTAL		100.000	60.312	e

EXHIBIT C
Phase 1

EXHIBIT D

TO DECLARATION BOOK 1571 PAGE 477
SUBMITTING PHASE 1 OF
THE KINGS SQUARE CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

A tract of land located in the N.E. 1/4 of Section 32 and the N.W. 1/4 of Section 33, Township 1 North, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon and being more particularly described as follows:

Beginning at a point that bears West 97.95 feet and South 2,185.79 feet from the northwest corner of Section 33, Township 1 North, Range 1 East, Willamette Meridian; thence from the Point of Beginning North 01°23'27" West 54.00 feet; thence South 88°36'33" West 24.57 feet to a 5/8-inch iron rod on the east line of "The Terraces Condominium" (Phase II) thence along the east line of "The Terraces Condominium" North 01°23'27" West 56.96 feet to the northeast corner of "The Terraces Condominium" and a 5/8-inch iron rod, said iron rod being on the southerly line of that tract of land described in Deed Book 604 at Page 905; thence along the southerly line of that tract of land described in Deed Book 604 at Page 905 South 63°34'56" East 33.10 feet to an iron pipe; thence continuing along that tract of land described in Deed Book 604 at Page 905 North 70°14'32" East 132.85 feet to a railroad spike; thence continuing along that tract of land as described in Deed Book 604 at Page 905 North 57°42'14" East 34.73 feet to an iron pipe located on the westerly line of N.W. Westover Place; thence along the westerly line of N.W. Westover Place South 32°59'42" East 136.72 feet; thence leaving said N.W. Westover Place South 57°00'07" West 48.56 feet; thence South 87°51'06" West 76.67 feet; thence South 40°33'36" West 11.79 feet; thence South 87°51'06" West 76.92 feet; thence South 01°43'30" East 2.52 feet to a point on the East line of "The Terraces Condominium" (Phases IV & V), thence South 88°36'33" West 29.43 feet to the Point of Beginning.

Exhibit E

BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF
THE KINGS SQUARE CONDOMINIUM

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Name and Location. These are the bylaws of the ASSOCIATION OF UNIT OWNERS OF THE KINGS SQUARE CONDOMINIUM (hereinafter the "Association"). The Kings Square Condominium (hereinafter the "condominium") is located in the City of Portland, Multnomah County, Oregon, and has been submitted to the Oregon Unit Ownership Law by a declaration filed simultaneously herewith and by a supplemental declaration, if any, annexing property to the condominium (hereinafter collectively called "the declaration"). The location of the condominium is more specifically described in the declaration.

2. Principal Office. The principal office of the Association shall be at such location as may be designated from time to time by the board of directors.

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

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

5. Composition of Association. The Association shall be composed of all the unit owners of the condominium, including Westover Land Corporation and its successors and assigns (hereinafter, "the developer"), and the Association, itself, to the extent any of these own any unit or units of the condominium.

6. Definitions.

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

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

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

7. Incorporation. If permitted by the Oregon Unit Ownership Law, upon approval of seventy-five percent (75%) of the unit owners the Association may be incorporated under the Oregon Non-Profit Corporation Law. In such event, the Articles of Incorporation shall be consistent with the declaration and these bylaws, and these bylaws shall constitute the bylaws of the incorporated association.

ARTICLE II

MEETINGS OF ASSOCIATION

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

2. First Organizational Meeting. Within ninety (90) days after the sale and conveyance by developer of eighty percent (80%) or more of the units in the last phase of the condominium, but not later than three years after recording of the declaration, the developer shall call the first meeting of the unit owners to organize the Association and to elect directors. In the event of lack of quorum at such first organizational meeting, it may be adjourned to the time of the next annual meeting.

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

4. Special Meetings. Special meetings of the Association may be called by the chairman or secretary or by a

majority of the board of directors, and must be called by such officers upon receipt of a written request from at least thirty percent (30%) of the unit owners stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

5. Notice of Meetings. Notice of all meetings of the Association stating the time and place and the objects for which the meeting is being called shall be given by the chairman or secretary. Such notice shall be in writing and mailed to each unit owner at his address as it appears on the books of the Association and to any first mortgagee requesting such notice not less than ten (10) days nor more than fifty (50) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived by any unit owner before or after meetings. When a meeting is adjourned for less than 30 days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

6. Voting. Each unit owner shall have one vote for each unit of the condominium owned by him. The developer shall be entitled to vote as the unit owner of any then existing units retained by the developer, and the board of directors shall be entitled to vote on behalf of any unit which has been acquired by or on behalf of the Association; provided, however, that the board of directors shall not be entitled to vote such units in any election of directors.

7. Proxies. A vote may be cast in person or by proxy. A proxy given by a unit owner to any person who represents such owner at meetings of the Association shall be in writing and signed by such owner, and shall be filed with the secretary. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon sale of the unit by its owner. A unit owner may pledge or assign his voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the unit owner is entitled hereunder and to exercise the unit owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the board of directors. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

8. Fiduciaries and Joint Owners. An executor, administrator, guardian or trustee may vote, in person or by

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

9. Quorum of Unit Owners. At any meeting of the Association, fifty percent (50%) of the unit owners, present in person or by proxy, shall constitute a quorum. The subsequent joinder of a unit owner in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a unit owner or owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

10. Majority Vote. The vote of more than fifty percent (50%) of the unit owner., present in person or by proxy, at a meeting at which a quorum is constituted shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the declaration or by these bylaws.

11. Order of Business. The order of business at annual meetings of the Association shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;

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

ARTICLE III

BOARD OF DIRECTORS

1. Number and Qualification. The affairs of the Association shall be governed by a board of directors composed of three (3) to five (5) persons, as provided in Sections 2 and 3 of this Article. All directors, other than interim directors appointed by developer, shall be owners or co-owners of units of the condominium. For purposes of this section, the officers of any corporate owner and the partners of any partnership, shall be considered co-owners of any units owned by such corporation or partnership.

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

3. Election and Term of Office. At the organizational meeting called by developer pursuant to Article II, Section 2 of these bylaws, the interim directors shall resign and five (5) successors shall be elected, two to serve until the next annual meeting and three to serve until the second annual meeting after their election. Thereafter, at the expiration of the initial term of office of each respective director, his successor shall be elected to serve for a term of two years, so that the term of not less than one-third of the directors shall expire annually. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality.

4. Vacancies. Vacancies in the board of directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, or by a sole remaining director. Each person so elected shall be a director until a successor

is elected to fill the unexpired term at the next annual meeting of the Association or the next special meeting of the Association called for that purpose. Vacancies in interim directors shall be filled by developer.

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

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

(a) Operation, care, upkeep, maintenance and repair of the general and limited common elements.

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

(c) Collection of the common expenses from the unit owners.

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

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

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

(g) Purchasing units of the condominium at foreclosure or other judicial sales in the name of

the Association, or its designee, on behalf of all the unit owners as provided in these bylaws.

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

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

(j) Making additional capital improvements to the common elements; provided, however, that no such project may be undertaken by the board if the total cost will exceed the amount of \$4,000 unless the unit owners have enacted a resolution authorizing the project by a vote of seventy-five percent (75%) of the unit owners present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to repairs or maintenance undertaken pursuant to paragraph (a) above.

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

(l) At the option of the board, collection of assessments against the unit owners pursuant to the Westover Place Declaration for forwarding to the Westover Place Services Association.

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

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

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

10. Waiver of Notice. Any director may, at any time, waive notice of any meeting of the board of directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall constitute a waiver by him of notice of the time and place thereof, except where a director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all of the directors are present at any meeting of the board, no notice to directors shall be required and any business may be transacted at such meeting.

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

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

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

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

15. Insurance. The board of directors shall obtain the insurance required in Article VIII of these bylaws. In addition, the board of directors, in its discretion, may obtain such other insurance as it deems necessary to protect the interests of the Association or unit owners. The board of directors shall conduct an annual insurance review which, if appropriate, shall include an appraisal of all improvements contained in the condominium.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Association shall be the chairman, the secretary and the treasurer, all of whom shall be elected by the board of directors. The directors may appoint a vice chairman, an assistant treasurer, an assistant secretary, and such other officers as in their

judgment may be necessary. The chairman shall be a member of the board of directors, but the other officers need not be directors or unit owners.

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

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

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

5. **Secretary.** The secretary shall keep the minutes of all proceedings of the board of directors and the minutes of all meetings of the Association. He shall attend to the giving and serving of all notices to the unit owners and directors and other notices required by law. He shall keep the records of the Association, except for those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the chairman. In addition, the secretary shall act as vice chairman, taking the place of the chairman and performing his duties whenever the chairman is absent or unable to act, unless the directors have appointed another vice chairman.

6. **Treasurer.** The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of required financial statements. He

shall be responsible for the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the board of directors, and he shall disburse funds of the Association upon properly authorized vouchers. He shall perform all other duties incident to the office of treasurer of an association and such other duties as may be assigned to him by the board of directors.

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

8. Compensation of Officers. No officer who is a member of the board of directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the unit owners. The board of directors may fix any compensation to be paid to any officers who are not also directors.

ARTICLE V

BUDGET, EXPENSES AND ASSESSMENTS

1. Budget. The board of directors shall from time to time, and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous overassessment, and assess the common expenses to each unit owner in the proportion set forth in Section 8.1 of the declaration. The budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those common elements which must be replaced on a periodic basis. The board of directors shall advise each unit owner in writing of the amount of common expenses payable by him, and furnish copies of each budget on which such common expenses are based to all unit owners and, if requested, to their mortgagees.

2. Determination of Common Expenses. Common expenses shall include:

- (a) Expenses of administration.

- (b) Expenses of maintenance, repair or replacement of common elements.
- (c) Cost of insurance or bonds obtained in accordance with these bylaws.
- (d) A general operating reserve.
- (e) Reserve for replacements and deferred maintenance.
- (f) Any deficit in common expenses for any prior period.
- (g) Utilities for the common areas and other utilities commonly billed to the Association.
- (h) Any other items properly chargeable as an expense of the Association.

3. Assessment of Common Expenses. All unit owners shall be obliged to pay common expenses assessed to them by the board of directors on behalf of the Association pursuant to these bylaws and the declaration. Assessments may not be waived due to limited or nonuse of common elements. The developer shall be assessed as the unit owner of any unsold unit, but such assessment shall be prorated to the date of sale of the unit. Assessments shall become effective upon recording of the declaration, and at the time of closing of the initial sale of each unit, the purchaser shall make a special working capital fund payment equal to two month's assessments for the unit. The board of directors, on behalf of the Association, shall assess the common expenses against the unit owners from time to time, and at least annually, and shall take prompt action to collect from a unit owner any common expense due which remains unpaid by him for more than thirty (30) days from the due date for its payment. If additional units are annexed to the condominium, the board of directors shall promptly prepare a new budget reflecting the addition to the condominium and shall recompute any previous assessment covering any period after the closing of the sale of the first unit in the new phase.

4. Special Assessments.

(a) Capital Improvements. In the case of any duly authorized capital improvement to the common elements, the board of directors may by resolution establish separate assessments for the same, which may be treated as capital contributions by the unit owners, and the proceeds of which

shall be used only for the specific capital improvements described in the resolution.

(b) Reserve Trust Funds. In establishing reserves for the maintenance, repair or replacement of the common elements, the board of directors may elect by resolution to establish one or more trust funds for the maintenance, repair or replacement of specific items, in which case the board shall either designate part of the regular assessment or establish separate assessments for such purposes. The proceeds therefrom shall be held in such trust funds and used only for the designated maintenance, repairs or replacements.

5. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Association the assessed common expenses or assessments, such unit owner shall be obligated to pay interest at a rate three percentage points per annum above the prevailing Portland, Oregon prime rate at the time, but not to exceed the lawful rate of interest under the laws of Oregon, on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid expenses, or any appeal therefrom. In addition, if any amount is past due for 30 days or more, the Owner shall be liable for all attorneys' fees incurred by the Association in collecting the same, whether or not suit or action is instituted, plus a late charge equal to 10 percent of the delinquent installment, or \$5, whichever is greater. The board of directors shall have the right and duty to recover for the Association such common expenses or assessments, together with interest thereon, and expenses of the proceeding, including attorneys' fees, by an action brought against such unit owner or by foreclosure of the lien upon the unit granted by the Oregon Unit Ownership Law. The board of directors shall notify the holder of any first mortgage upon a unit of any default not cured within thirty (30) days of the date of default.

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

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

8. First Mortgages. Any lien of the Association against a unit for common expenses or assessments shall be subordinate to tax and assessment liens and any first mortgage or deed of trust of record. Where the purchaser or mortgagee of a unit obtains title to the unit as a result of foreclosure of a first mortgage or by deed in lieu of foreclosure, such purchaser or mortgagee, his successors and assigns, shall not be liable for any of the common expenses or assessments chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser or mortgagee. Such unpaid share of common expenses or assessments shall be a common expense and reallocated on a prorata basis to all units, including the mortgaged unit.

ARTICLE VI

RECORDS AND AUDITS

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

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

3. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such account shall designate the name and address of the owner or owners, the amount of

each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

4. Payment of Vouchers. The 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.

5. Reports and Audits. An annual report of the receipts and expenditures of the Association shall be rendered by the board of directors to all unit owners and to all mortgagees of units who have requested the same within 90 days after the end of each fiscal year. From time to time the board of directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the owners and such mortgagees. At any time any owner or mortgagee may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

6. 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. The board of directors may charge a \$10 fee for processing any sale of a unit.

ARTICLE VII

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

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

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

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

(c) Westover Place Common Areas. Any Westover Place Common Areas within the condominium shall be maintained by the Westover Place Services Association in accordance with the provisions of the Westover Place Declaration.

2. Additions, Alterations or Improvements. A unit owner shall not, without first obtaining written consent of the board of directors, make or permit to be made any structural alteration, improvement, or addition in or to his unit, or in or to the exterior of the buildings or any other general or limited common elements. A unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness or safety of the property, or reduce the value thereof or impair any easement or hereditament unless the written consent of all unit owners affected is obtained. A unit owner shall not paint or decorate any portion of the exterior of the buildings or other general or limited common elements without first obtaining written consent of the board of directors. All additions, alterations or improvements, whether of a unit by the unit owner or of a common element by the Association, must also be approved by the Architectural Control Committee to the extent required by the Westover Place Declaration.

3. Damage or Destruction by Casualty of Condominium Property.

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

the damaged property, the damage or destruction shall be repaired, reconstructed or rebuilt. In the case of substantial damage or destruction, timely written notice thereof shall be given to the unit owners and their mortgagees.

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

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

(d) In the event the insurance proceeds paid to the Association are not used to repair, reconstruct or rebuild the damaged or destroyed property, the Association shall distribute the proceeds among the unit owners and their mortgagees (as their interests may appear) in the same proportion as their respective undivided interests in the common elements, or if the property is removed from unit ownership, as provided in the Oregon Unit Ownership Law.

4. Condemnation. In the event of a taking in condemnation by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Association. If such proceedings are instituted or such acquisition is sought by a condemning authority as to any portion of the property, prompt written notice thereof shall be given to the unit owners and their mortgagees. If seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair or restoration of such common elements, the board of directors shall arrange for the same, which shall be paid out of the proceeds of the award. In the event seventy-five

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percent (75%) or more of the unit owners do not duly and promptly approve the repair and restoration of such common elements, the board of directors shall disburse the net proceeds of such award to the unit owners and their mortgagees (as their interests may appear) in the same proportions as the respective undivided interests of the unit owners in the common elements, or if the property is removed from unit ownership, as provided in the Oregon Unit Ownership Law.

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

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

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

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

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(d) Animals. No animals or fowls shall be raised, kept or permitted within the condominium or any part thereof, except domestic dogs, cats, or other household pets kept within a unit. No such dogs, cats or pets shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes or in unreasonable numbers. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof. All dogs shall be kept on a leash while outside a unit. A unit owner may be required to remove a pet after receipt of two notices in writing from the board of directors of violations of any rule, regulation or restriction governing pets within the condominium.

(e) Exterior lighting or noisemaking devices and antennas. Except with the consent of the board of directors of the Association or manager, no exterior lighting or noise making devices shall be installed or maintained on any unit and no antennas or transmitting towers shall be affixed to the general or limited common elements.

(f) Windows, courts, decks, patios, porches, terraces and outside walls. In order to preserve the attractive appearance of the condominium the board of directors of the Association or the manager may regulate the nature of items which may be placed in or on windows, decks, patios, courts, porches, terraces and the outside walls so as to be visible from other units, the common elements, or outside the condominium. Garments, rugs, laundry and other similar items may not be hung from windows, facades, decks, patios, courts, porches or terraces.

(g) Trailers, campers and boats. Except with the consent of the board of directors of the Association or manager, no trailer, truck camper, motorcycle, boat or boat trailer, or other recreational vehicles shall be parked on any portion of the condominium, except that with the consent of the Westover Place Architectural Control Committee and the board of directors, a unit owner may park such a vehicle inside a garage or underground parking stall.

(h) Leasing and rental of units. Except with the consent of the board of directors of the Association or the manager and except for a lender in possession following default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner may lease or rent less than his entire unit and no unit owner may rent his unit for transient or hotel purposes. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the declaration and these bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. Other than the foregoing, there is no restriction on the right of any unit owner to lease or rent his unit.

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

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

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

(l) Westover Place restrictions. Each unit owner while using his unit or the common elements shall be subject to the restrictions contained in the Westover Place Declaration and any rules and regulations adopted pursuant to such declaration, all of which shall be enforceable by the board of directors to the same extent as if expressly set forth herein.

(m) Association rules and regulations. In addition to the Westover Place restrictions described in paragraph (m) of this section, the board of directors from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium property. Such action may be modified by vote of not less than seventy percent (70%) of the unit owners present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation or rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the secretary promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery.

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

7. Easements for Developer. Developer and its agents, successors and assigns shall have an easement over and upon the common elements for the purpose of constructing an additional phase, making repairs to existing structures and carrying out sales and rental activities necessary or convenient for the sale or rental of units, including, without limitation, the right to use the units owned by developer as model units and the right to use a unit as a sales office.

8. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted hereunder or the breach of any bylaw contained herein or of any provision of the declaration shall give the board of directors, acting on

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behalf of the Association, the right, in addition to any other rights set forth in these bylaws:

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

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

In addition, any aggrieved unit owner may bring an action to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings; provided, however, such owner shall have first submitted the complaint in writing to the board of directors of the Association and such board shall have failed to resolve the complaint to the satisfaction of the owner within 60 days after submission.

ARTICLE VIII

INSURANCE

1. Insurance. For the benefit of the Association and the unit owners, the board of directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance:

(a) A policy or policies of insurance covering loss or damage from fire, with extended coverage endorsement, and such other coverage such as flooding, which the Association may deem desirable, for not less than the full insurable replacement value of the units and common elements. Such policy or policies shall name developer, the Association and the unit owners as insureds, as their interest may appear, and shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit, if any. In no event shall the policy or policies have a deductible clause in excess of Five Hundred Dollars (\$500) per unit.

(b) A policy or policies insuring the developer, the Association, the board of directors,

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

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

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

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

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

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

(c) Each unit owner shall be required to notify the board of directors of all improvements made by the owner to his unit, the value of which is in excess of Five Hundred Dollars (\$500). Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the board of directors pursuant to Article VII, Section 2.

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

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

(a) A waiver of subrogation by the insurer as to any 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.

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(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, and a waiver of the usual pro-rata clause with respect to such policies.

(e) A provision that the insurer issue subpolicies specifying the portion of the master policy earmarked for each owner's interest and that until the insurer furnished written notice and a grace period to the mortgagee insured under the

law, applicable to any other use, the requirements for completion of either jeopardized by the conduct of the unit owner or owner, the Association, or other unit owners, nor shall the Association be responsible.

10. The policy of the master policy pattern of fire and occupancy insurance which will provide relief from monthly assessment, shall be void if uninhabitable in the payment of the cash, which expenses thereon and any other taxes, fees, rent, insurance, and mortgage payments. The proceeds from any casualty policy, whether held by the Association or a unit owner, payable with respect to any loss or damage to the common elements, shall be held in trust for the benefit of all unit owners whose interest may appear.

11. A waiver of the owner's right to determine whether the damage should be repaired, or reasonably available, the policy or policies, shall contain a stipulated amount claim, or determinable cash payment clause, or similar clause to permit a cash settlement covering specified value of the cost of destruction and a decision not to rebuild.

ARTICLE IX

AMENDMENTS TO BYLAWS

1. How Proposed. Amendments to the bylaws shall be proposed by either a majority of the board of directors or a thirty percent (30%) of the unit owners. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

2. Adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors or by the unit owners and may be approved by the unit owners at a meeting called for this purpose. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by seventy-five percent (75%) of the unit owners and by developer until annexation of Phase 2 (or the right to annex such phase has expired) and so long as developer owns twenty percent (20%) or more of the units in the last phase of the condominium. Developer's consent shall not be required after five years after the date of recording of the declaration. Neither Article V, Section 8, nor any other provision



U.S. GOVERNMENT PRINTING OFFICE: 1967 O - 311-111

w of these bylaws which is for the benefit of mortgagees may be
c amended without the written consent of all mortgagees.
s
e

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

ARTICLE X

MISCELLANEOUS

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

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

3. Invalidity; Number; Captions. The invalidity of any part of these bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these bylaws. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context 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.

4. Action Without a Meeting. Any action which the Oregon Unit Ownership Law, the declaration or the bylaws require or permit the owners or directors to take at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the owners or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the owners or directors, shall be filed in the records of minutes of the Association.

000-1571-504

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

DATED, Portland, Oregon, this 4th day of November, 1981.

WESTOVER LAND CORPORATION

By Jed W. Chapman

STATE OF OREGON }
Multnomah County }

Director, Department of Administrative Services and Records of Commerce, in and for Multnomah County, hereby certifies that the within instrument or writing was received for record and recorded in the records of said County at

1981 DEC 31 AM 11:41

REGISTRATION SECTION
MULTNOMAH CO. OREGON

In Book 1571 ... On Page 464
where my hand and seal of office are affixed

Director
Department of Administration
County

J. S. Burns Deputy

AMENDMENT TO DECLARATION
OF
THE KINGS SQUARE CONDOMINIUM

STATE OF OREGON)
County of Multnomah) ss.

BOOK 1602 PAGE 1128

COME NOW JOEL W. CHAPMAN and AMY A. DRAKE
who on oath depose and say that they are the chairman and secretary,
respectively, of the Association of Unit Owners of The Kings Square
Condominium, and that all of the unit owners of The Kings Square
Condominium have adopted the following amendment:

W I T N E S S E T H:

The Declaration Submitting Phase 1 of The Kings Square Condominium to Oregon Unit Ownership Law was recorded December 31, 1981 in Volume 1571 of the Records of Deeds of Multnomah County, Oregon, at page 464. Such document is hereinafter referred to as the "Declaration."

Exhibit B of the Declaration incorrectly stated the approximate unit area and combined total area of Units 14-32. The purpose of this amendment is to correct such errors and, because the percentage interest in the common elements is computed upon approximate square footage, to correct the percentage interests in common elements as set forth in Exhibit C to the Declaration.

NOW, THEREFORE, the unit owners hereby amend the Declaration as follows:

The attached Exhibits B and C are hereby substituted for the Exhibits B and C previously attached to the Declaration.

Recorded By
Planoor National
Title Insurance Company

495980



Joel W. Chapman
Chairman

Amy A. Drake
Secretary

Subscribed and sworn to before me this 27 day of
May, 1982.

PNTI - PTLD 495980 Bartholomew J. Harrison
Notary Public for Oregon
My commission expires: 10/6/85

5/82 1 - AMENDMENT TO DECLARATION OF THE KINGS SQUARE CONDOMINIUM

34663

JUN 1982

The foregoing amendment to declaration and bylaws is hereby approved this 17th day of June, 1982.

ASSESSOR AND TAX COLLECTOR FOR MULTNOMAH COUNTY

By James C. Swirt

The foregoing amendment to declaration and bylaws is approved this 16th day of June, 1982.

WILLIAM F. GWINN, REAL ESTATE COMMISSIONER

By Barbara S. Lang

WESTOVER LAND CORPORATION owner of all units in Phase 1 of the Kings Square Condominium, hereby consents to this amendment.

WESTOVER LAND CORPORATION, an Oregon corporation

By Joel W. Chapman

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 27th day of May, 1982, by Joel W. Chapman who is Vice President of WESTOVER LAND CORPORATION, an Oregon corporation, on behalf of the corporation.



Amy A. Drake
Notary Public for Oregon
My commission expires: 3-1-83

UNITED STATES NATIONAL BANK OF OREGON, holder of a mortgage on all units in Phase 1 of The Kings Square Condominium, hereby consents to this amendment.

UNITED STATES NATIONAL BANK OF OREGON,

By H.E. Mangan
H.E. Mangan, Senior Vice President

2 - AMENDMENT TO DECLARATION OF THE KINGS SQUARE CONDOMINIUM

5/82

84663

JUN 29 1982

STATE OF OREGON)
) ss.
County of Multnomah)

BOOK 1602 PAGE 1130

The foregoing instrument was acknowledged before me this 31 day of May, 1982 by H.P. Morgan who is ~~Senior Vice President~~ the UNITED STATES NATIONAL BANK OF OREGON, a national banking institution, on behalf of the Bank, by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.



Ann E. Arnold
Notary Public for Oregon

My commission expires: 12-10-85

3 - AMENDMENT TO DECLARATION OF THE KINGS SQUARE CONDOMINIUM

34663

EXHIBIT B
 TO DECLARATION
 SUBMITTING PHASE 1 OF THE KINGS SQUARE CONDOMINIUM
 TO OREGON UNIT OWNERSHIP

BOOK 1602 PAGE 1131

Unit	Design Plan	Garage Space Assignment	Approximate Area			Total
			Dwelling	Terrace	Garage*	
14	SB-11	37	1,693	194	578	2,465
15	SB-21	38	1,692	194	314	2,200
16	SB-31	39	1,692	194	295	2,181
17	SB-41	40	1,692	194	322	2,208
18	SB-12	26/27	1,562	194	300	2,056
19	SB-22	25/28	1,569	119	314	2,002
20	SB-32	24/29	1,569	119	300	1,988
21	SB-42	23/30	1,569	119	308	1,996
22	SB-23	41/42	1,580	315	340	2,235
23	SB-33	43/44	1,599	221	296	2,116
24	SB-43	45/46	1,599	221	296	2,116
25	SB-14	35/16	1,691	283	309	2,283
26	SB-24	17/34	1,707	194	297	2,198
27	SB-34	18/33	1,707	194	295	2,196
28	SB-44	36/19	1,707	194	295	2,196
29	SB-15	47	1,429	104	267	1,800
30	SB-25	48/20	1,776	104	280	2,160
31	SB-35	49/21	1,776	104	280	2,160
32	SB-45	22/50	1,776	104	312	2,192
			31,385	3,365	5,998	40,748

*Total garage area includes parking spaces and areas assigned to units in Phase 1, which will be annexed in Phase 2. Parking spaces 53, 52, 51, 31, 30 and 33 and portions of parking spaces 29, 16, 30, 33 and 50, assigned to Units 14, 15, 16, 17, 21, 27 and to Units 20, 25, 21, 27 and 32, respectively, will be attached to those units upon annexation of Phase 2.

34663

EXHIBIT C
 TO DECLARATION
 SUBMITTING PHASE 1 BOOK 1602 PAGE 1132
 TO
 THE KINGS SQUARE CONDOMINIUM
 TO OREGON UNIT OWNERSHIP LAW

Percentage Interest in Common Elements at			
<u>UNIT</u>	<u>DESIGN PLAN</u>	<u>PHASE 1</u>	<u>FINAL PHASE</u>
14	SB-11	6.049	3.604
15	SB-21	5.399	3.217
16	SB-31	5.352	3.189
17	SB-41	5.419	3.228
18	SB-12	5.046	3.006
19	SB-22	4.913	2.927
20	SB-32	4.879	2.907
21	SB-42	4.898	2.918
22	SB-23	5.485	3.268
23	SB-33	5.193	3.094
24	SB-43	5.193	3.094
25	SB-14	5.603	3.338
26	SB-24	5.394	3.214
27	SB-34	5.389	3.211
28	SB-44	5.389	3.211
29	SB-15	4.418	2.632
30	SB-25	5.301	3.158
31	SB-35	5.301	3.158
32	SB-45	5.379	3.205
TOTAL		100.000	59.579

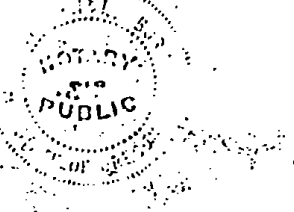
BOOK 1602 PAGE 1133

The undersigned Owner of Unit 29 of THE KINGS
SQUARE CONDOMINIUM hereby consents to this Amendment.

Elizabeth E. Jones
Elizabeth E. Jones

STATE OF OREGON)
) ss.
County of)

The foregoing Amendment was acknowledged before me
this 28 day of May, 1982 by ELIZABETH E. JONES,
an individual.



Kathryn L. Beck
Notary Public for
My commission expires: 1-30-85

34663

BOOK 1602 PAGE 1134

The undersigned Owner of Unit 20 of THE KINGS
SQUARE CONDOMINIUM hereby consents to this Amendment.

Dorothy M. Baruh
Dorothy M. Baruh

STATE OF OREGON)
) ss.
County of)

The foregoing Amendment was acknowledged before me
this 10th day of June, 1982 by DOROTHY M. BARUH
an individual.



Kathryn J. Park
Notary Public for
My commission expires: 1/30/85

34663

STATE OF OREGON }
Multnomah County }
Director, Department of Admin-
istration Services and Records Management
for the State of Oregon certifies that this within
the date of writing was received for record and
recorded in the record of _____
of said County at _____
MULTNOMAH COUNTY, OREGON

JUN 22 1982 - 8 50 AM

In Book 1602 On Page 1134
at _____ address my hand and seal of office affixed
Director, Department of Administration
Services
M. Burns
Notary
Deputy

2802

34663

**AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF WESTOVER PLACE**

RECITALS

The Declaration of Protective Covenants, Conditions and Restrictions of Westover Place ("Original Declaration") was recorded in the Deed Records of Multnomah County, Oregon on August 8, 1979 in Book 1373, Page 500 and Declarations of Annexation annexing additional property to Westover Place were recorded subsequent to the Original Declaration, each of which incorporates the Original Declaration. The Original Declaration and all subsequent declarations annexing additional real property to Westover Place or otherwise amending or supplementing the Original Declaration are collectively referred to herein as the "Declaration."

The Original Declaration provides for an Architectural Control Committee ("ACC") to be appointed by the Developer until July 9, 1986. Thereafter, the Westover Place Services Association Board of Directors appointed the ACC members. Historically, the members of the Board of Directors have appointed themselves to the ACC.

There are two major undeveloped areas subject to the Original Declaration which may be developed at a subsequent date. The owners desire to amend the Original Declaration to provide for an application fee equal to the expenses incurred by the Association to retain consultants to review requests for approval of architectural changes and/or construction of new improvements on property subject to the Original Declaration and to designate the Board of Directors as the ACC, with the power in the Board to appoint additional nonvoting members.

AMENDMENT:

Article VII, Sections 7.1, 7.2 and 7.3 are deleted in their entirety and are superceded with the following:

" 7.1 Members: Appointment. There shall be an Architectural Control Committee consisting of the members of the Board of Directors. The Board of Directors may appoint such additional nonvoting members to the Architectural Control Committee as it deems necessary or helpful to serve at the pleasure of the Board of Directors.

" 7.2 Action. The Architectural Control Committee may act on proposals with or without a meeting, but shall have a meeting if requested by the person requesting committee approval. All Architectural Control Committee

PAGE 1. AMENDMENT

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

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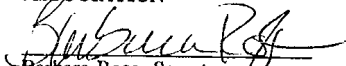
decisions shall be made by a majority of its voting members (i.e., the Board of Directors).

" 7.3 Duties and Rules. The Architectural Control Committee shall consider and act upon all matters properly submitted to it pursuant to this Declaration. In furtherance of this function, the Architectural Control Committee may, by a majority vote, from time to time, propose the adoption, amendment and/or repeal of rules and regulations to be known as "Architectural Control Committee Rules" to establish its operating procedures and interpret, detail and implement this Declaration. The Architectural Control Committee's rules shall have the same force and effect as this Declaration. The Architectural Control Committee shall charge a fee to be paid to the Association to cover the Architectural Control Committee's costs incurred in retaining consultants, engineers, surveyors, attorneys and other professionals to review requests for approval of architectural changes and/or construction of improvements and other matters submitted to the Architectural Control Committee."

The undersigned Secretary of the Association hereby certifies that the foregoing amendment to the Declaration was adopted in the manner and by the required percentage of votes required to amend the Declaration.

Dated: November 11, 1998

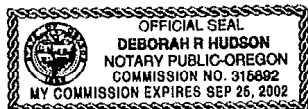
WESTOVER PLACE SERVICES
ASSOCIATION


Barbara Rose, Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

November 11, 1998

Personally appeared before me the above-named Barbara Rose, who, being duly sworn, did say that she is the Secretary of Westover Place Services Association, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and she acknowledged said instrument to be its voluntary act and deed.




Notary Public for Oregon

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



158.00

99103645 2:22pm 05/24/99

013 20025874 02 12
C69 31 0.00 155.00 0.00 3.00 0.00

After Recording Return To:
Alison S. Browdie
Copeland, Landye, Bennett and Wolf, LLP
1300 SW Fifth Avenue, Suite 3500
Portland, Oregon 97201

**AMENDMENT TO DECLARATION OF THE KINGS SQUARE CONDOMINIUM;
CONFIRMATION OF LIMITED COMMON ELEMENTS PARKING
SPACE ASSIGNMENTS AND PARKING SPACE EASEMENTS;
AND TRANSFER OF PARKING SPACE ASSIGNMENTS AND EASEMENTS**

RECITALS

The Declaration Submitting Phase I of The Kings Square Condominium to Oregon Unit Ownership Law, dated November 4, 1981, was recorded on December 31, 1981 in Volume 1571, Pages 464 et seq., of the Deed Records of Multnomah County, Oregon (the "Declaration"). The Bylaws of the Association were adopted by the Declarant and recorded as an exhibit to the Declaration.

An underground parking facility was built beneath a portion of The Kings Square Condominium ("Condominium") property and a portion of adjacent property retained by the Declarant. The portion of such parking facility that is beneath Condominium property is a general common element of the Condominium except that individual parking spaces within such portion are limited common elements of the Condominium.

Exhibit B to the Declaration assigns individual garage parking spaces located in the parking facility to individual Condominium units. Some of those spaces are located in the portion of the parking facility that is not within the boundaries of the Condominium. A footnote in said Exhibit "B" indicates that such assigned garage parking spaces "will be attached to those units upon the annexation of Phase 2." Owners of certain Condominium units thus were granted easements to use such parking spaces (the "Parking Space Easements") until "Phase 2" was annexed. Phase 2 was not annexed to the Condominium, and the right to annex such phase has expired.

An Amendment to Declaration of The Kings Square Condominium, dated May 27, 1982, was recorded on June 22, 1982 in Book 1602, Pages 1128 et seq.

An Amendment to Declaration of The Kings Square Condominium, dated March 12, 1986, was recorded on March 12, 1986 in Book 1891, Pages 768 et seq. (the "Parking Space Amendment")¹ The Parking Space Amendment purported to assign the parking spaces referred to above to individual Condominium units and may have been invalid for several reasons.

¹ A Declaration of Protective Covenants, Conditions and Restrictions for Westover Place, dated July 9, 1979, was recorded on August 8, 1979 in Book 1373, Page 500 et seq. in the Deed Records of Multnomah County, Oregon.

A Second Declaration of Annexation to Westover Place (Annexing The Kings Square), dated November 4, 1981, was recorded on December 3, 1981, in Volume 1565, Pages 1761 et seq.

A Third Declaration of Annexation to Westover Place (Annexing Common Entrance), dated November 4, 1981, was recorded on December 3, 1981, in Volume 1565, Pages 1757 et seq.

OTIC No. 1990bf027

RECORDED BY OREGON TITLE AS AN ACCORDION NUMBER ONLY NO
LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE
VALIDITY, SUFFICIENCY OR EFFECT OF THIS DOCUMENT.

31

The owners of Condominium units wish to amend the Declaration to assign, re-assign and/or confirm assignment of such limited common element parking spaces and to confirm and transfer the Parking Space Easements.

AMENDMENT

The owners of Condominium units, pursuant to the power granted in Section 15 of the Declaration, amend the Declaration and confirm and transfer the Parking Space Easements as follows:

1. The limited common element parking spaces of the Condominium are assigned to individual Condominium units as follows:

<u>Legal Unit No.</u>	<u>Limited Common Element Parking Space Assignment</u>
14	None
15	48
16	None
17	39 & 40
18	37 & 38
19	27 & 28
20	23 & 24
21	25 & 26
22	41 & 42
23	43 & 44
24	19 & 20
25	18
26	17 & 34
27	47
28	35 & 36
29	45 & 46
30	None
31	21 & 49
32	22

2. The Parking Space Easements are assigned to Condominium units as follows:

<u>Legal Unit No.</u>	<u>Easement Parking Space Assignment</u>
14	53
15	51
16	29 & 30
17	None
18	None

<u>Legal Unit No.</u>	<u>Easement Parking Space Assignment</u>
19	None
20	None
21	None
22	None
23	None
24	None
25	16
26	None
27	52
28	None
29	None
30	31 & 33
31	None
32	50

The terms of this Amendment amend and supersede those of the Declaration and all amendments executed prior to this instrument with respect to parking assignments. This amendment is executed by all owners whose parking assignments are being changed and by the mortgagees of affected units. This amendment may be executed in several counterparts with the execution pages detached and affixed to one text. All signatures of owners will appear on Page 4, and all signatures of affected mortgagees will appear on Page 5.

This amendment for reference purposes is dated April 20, 1998.

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The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: 4-5-99, 1998.

Owner(s) of

Unit No. 14
738

Janet Abraham

STATE OF OREGON)

County of Washington) ss.

4-5-99, 1998

Personally appeared before me the above-named JANET ABRAHAM and acknowledged the foregoing instrument to be voluntary act and deed.



[Signature]
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

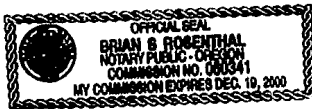
Date of Execution: April 2, 1998.
Owner(s) of Philip R. Bogue
Unit No. 15
Suzanne W. Bogue

STATE OF OREGON)
County of Multnomah) ss.

April 2, 1998

Personally appeared before me the above-named Philip R. Bogue
and Suzanne W. Bogue and acknowledged the foregoing instrument to be
their voluntary act and deed.

[Signature]
Notary Public for Oregon



The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: 4-20, 1998.
Owner(s) of
Unit No. 15 Mary D. Beckwith
John R. Beckwith

STATE OF OREGON)
County of Multnomah) ss. April 20, 1998

Personally appeared before me the above-named Mary John Beckwith and acknowledged the foregoing instrument to be their voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: April 20, 1998.
Owner(s) of
Unit No. 16 Sylvia Kaplan

STATE OF OREGON)
County of Multnomah) ss. April 20, 1998
Kaplan Personally appeared before me the above-named Sylvia
her and acknowledged the foregoing instrument to be
voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: 19 May, 1998.
Owner(s) of Ben E. G.
Unit No. 17 Jean L. Eisenstein

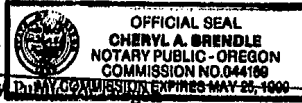
STATE OF OREGON)

County of Multnomah) ss.

May 19, 1998

Personally appeared before me the above-named Ben Eisenstein
and Jean L. Eisenstein and acknowledged the foregoing instrument to be
a voluntary act and deed.

Cheryl A. Brendle
5/25/99



Notary

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: 5/4/98, 1998.

Owner(s) of Gerald H. Robinson

Unit No. 1E GERALD H. ROBINSON, TRUSTEE
IRVING K. ROBINSON TRUST

STATE OF OREGON)
County of MULTNOMAH) ss.

may 4, 1998

Personally appeared before me the above-named GERALD H. ROBINSON and acknowledged the foregoing instrument to be his voluntary act and deed.



P. F. Spang
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: 4-20, 1998.
Owner(s) of
Unit No. 19 Messitt Swin

STATE OF OREGON)
County of Multnomah) ss. April 20, 1998

Personally appeared before me the above-named Messitt Swin and acknowledged the foregoing instrument to be his voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: April 20, 1999 1998 9 SK
Owner(s) of
Unit No. 19 Susan K. Koley

STATE OF OREGON)
County of Multnomah) ss. April 21, 1998 9.

R. Koley Personally appeared before me the above-named Susan and acknowledged the foregoing instrument to be voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: April 20, 1998.
Owner(s) of
Unit No. 20 Dorothy Bauch

STATE OF OREGON)
County of Multnomah) ss. April 20, 1998

Bauch Personally appeared before me the above-named Dorothy and acknowledged the foregoing instrument to be her voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

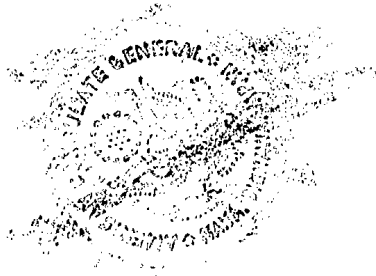
Date of Execution: May 17, 1999 /1998.
 Owner(s) of Donald B. Spina
 Unit No. 768 Teresita L. Spina

Japan
 Prefecture of Okinawa
 City of Naha
 Consulate General of the
 United States of America)
)

STATE OF OREGON)
)/s/ May 17, 1999, /1998/
County of)

Personally appeared before me the above-named Donald B. Spina
and Teresita L. Spina and acknowledged the foregoing instrument to be
their voluntary act and deed.

Alan Holst
 Notary Public for Oregon Alan R. Holst
 American Vice Consul



The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: 4/28, 1998.
Owner(s) of
Unit No. 22 Curtis P. Schmitt

STATE OF OREGON)
) ss. April 28, 1998
County of Multnomah)

Personally appeared before me the above-named Curtis P. Schmitt and acknowledged the foregoing instrument to be his voluntary act and deed.

Shyela A. Gross
Notary Public for Oregon



The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: April 20th, 1998.
Owner(s) of
Unit No. 23 Margery S. Sanders
Bruce M. Sanders

STATE OF OREGON)
County of Multnomah) ss. April 20, 1998

Personally appeared before me the above-named Bruce and Margery Sanders and acknowledged the foregoing instrument to be their voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: 4/20/98, 1998.
Owner(s) of Edward A. Look
Unit No. 24

STATE OF OREGON)
County of Multnomah) ss. April 20, 1998

Personally appeared before me the above-named Edward Look and acknowledged the foregoing instrument to be his voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: 4-20, 1998.

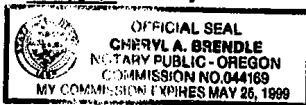
Owner(s) of Unit No. 25 #142 (25)

Dorothy Lawrence

STATE OF OREGON)
County of Mult.)

4-20-98, 1998

Personally appeared before me the above-named Dorothy Lawrence and acknowledged the foregoing instrument to be her voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: APRIL 20, 1998.
Owner(s) of 26 Helen Elizabeth Gresser
Unit No. 26 Arthur H. Gresser

STATE OF OREGON)
County of Multnomah) ss. April 20, 1998

Personally appeared before me the above-named Arthur & Helen Gresser and acknowledged the foregoing instrument to be their voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: April 20, 1998.
Owner(s) of
Unit No. 27

Gwendoline Has Sticks

STATE OF OREGON)
County of Multnomah) ss. April 20, 1998

Has Sticks Personally appeared before me the above-named Gwendoline and acknowledged the foregoing instrument to be her voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: 6/29, 1998.
Owner(s) of
Unit No. 20 Gerome H. Zeitman
Zelda Zeitman

STATE OF OREGON)
County of Tulsa) ss. 6/29, 1998

Zelda Zeitman Personally appeared before me the above-named Gerome Zeitman and acknowledged the foregoing instrument to be out voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: 4-30, 1998.
Owner(s) of Michael
Unit No. 744
#29 Barbara Rose

STATE OF OREGON)
County of WASH) ss. 4/30, 1998

Personally appeared before me the above-named Michael
McElligott and acknowledged the foregoing instrument to be
his voluntary act and deed.



Marla Kent
Notary Public for Oregon

Personally appeared before me the above-named
Barbara Rose and acknowledged the foregoing instrument to
be her voluntary act and deed

Michael J. McElligott
Circuit Court Judge

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: April 11 1999
Owner(s) of Sharon C. Beall
Unit No. 764
#30

STATE OF OREGON)
County of Multnomah)

ss. April 7, 1999 ~~1998~~

Personally appeared before me the above-named Sharon C. Beall and acknowledged the foregoing instrument to be her voluntary act and deed.



Alicia Jensen
Notary Public for Oregon

The undersigned mortgagee hereby approves and consents to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: 8/10 1998.
Mortgagee of Edward S. Beall
Unit No. 30

STATE OF OREGON)
County of Multnomah) ss. August 10, 1998

Personally appeared before me the above-named Edward S. Beall and _____, who, being duly sworn, did say that they are the owner and _____ of unit 30 Kings Square, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: April 20, 1998.
Owner(s) of Thomas B. Parker
Unit No. 31 Mina M. Parker

STATE OF OREGON)
County of Multnomah) ss. April 20, 1998

Mina Parker Personally appeared before me the above-named Thomas and
their and acknowledged the foregoing instrument to be
voluntary act and deed.



Cheryl A. Brendle
Notary Public for Oregon

The undersigned owner(s) hereby approve(s) and consent(s) to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: April 29, 1998, 1998.
Owner(s) of
Unit No. 774
32 Gisela Remold

STATE OF OREGON)
County of Multnomah) ss. April 29, 1998

Ausak Personally appeared before me the above-named Gisela
act and acknowledged the foregoing instrument to be
voluntary act and deed.

Donna Lemaster
Notary Public for Oregon



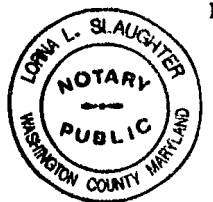
The undersigned mortgagee hereby approves and consents to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: January 5, ¹⁹⁹⁹ ~~1998~~.
Mortgagee of
Unit No. 17
By Sandra E. Potter
Its Asst. Vice President

STATE OF MARYLAND)
County of Frederick) ss. January 5, ¹⁹⁹⁹ ~~1998~~

Personally appeared before me the above-named Sandra E. Potter, who, being duly sworn, did say that he/she is the Assistant Vice President of Norwest Mortgage Inc, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act and deed.

Lorna L. Slaughter
Notary Public for Washington County MD



My Commission Expires 8/22/99

The undersigned mortgagee hereby approves and consents to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: February 17, 1998.

Mortgagee of

Unit No. 28

PNC Mortgage Corp. of America

By

Its

Assistant Secretary

STATE OF Kentucky)
) ss.
County of Jefferson)

February 17, 1998

Personally appeared before me the above-named Brooke Willman, who, being duly sworn, did say that he/she is the Assistant Secretary of PNC Mortgage Corp. of America, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act and deed.

Notary Public for

Marguerite A. Jones

★ NOTARY PUBLIC ★
Marguerite A. Jones
Kentucky State-at-Large
My commission expires Dec. 13, 1999

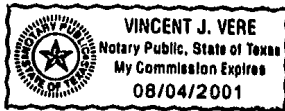
The undersigned mortgagee hereby approves and consents to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: Jan. 11, 1998st
Mortgagee of
Unit No. 29 Capstead INC.

By Stacy Largent, Stacy Largent
Its AVP

STATE OF TEXAS)
County of Dallas) ss. _____, 1998

Personally appeared before me the above-named Stacy Largent,
who, being duly sworn, did say that he/she is the AVP
of Capstead INC., and that said instrument was signed in behalf
of said corporation by authority of its Board of Directors; and he/she acknowledged said
instrument to be its voluntary act and deed.



Vincent J. Vere
Notary Public for Capstead INC.

This Amendment has been reviewed and approved by the County Assessor, County of
Multnomah, Oregon, as of May 24, 1999.

MULTNOMAH COUNTY ASSESSOR

By: 

After Recording Return To:
Alison S. Browdie
Copeland, Landye, Bennett and Wolf, LLP
1300 SW Fifth Avenue, Suite 3500
Portland, Oregon 97201

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



18.00

99108187 09:56am 06/01/99

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059 3 0.00 15.00 0.00 3.00 0.00

**SUPPLEMENT TO AMENDMENT TO DECLARATION OF THE KINGS SQUARE
CONDOMINIUM; CONFIRMATION OF LIMITED COMMON ELEMENTS PARKING
SPACE ASSIGNMENTS AND PARKING SPACE EASEMENTS;
AND TRANSFER OF PARKING SPACE ASSIGNMENTS AND EASEMENTS**

RECITALS

The Declaration Submitting Phase I of The Kings Square Condominium to Oregon Unit Ownership Law, dated November 4, 1981, was recorded on December 31, 1981 in Volume 1571, Pages 464 et seq., of the Deed Records of Multnomah County, Oregon (the "Declaration").

Several amendments to the Declaration have been recorded, including that certain Amendment to Declaration of The Kings Square Condominium; Confirmation of Limited Common Elements Parking Space Assignments and Parking Space Easements; and Transfer of Parking Space Assignments and Easements, recorded on May 24, 1999, as Fee No. 99103645 (the "Amendment").

The Amendment was executed in counterparts by all owners of units in The Kings Square Condominium and all holders of mortgages on such units. Due to ministerial errors, however, two pages bearing the signatures of two holders of mortgages on units in The Kings Square Condominium were not recorded. The sole purpose of this Supplement to Amendment is to record such two pages and to make them part of the Amendment.

SUPPLEMENT

The following attached signature pages hereby are made part of the Amendment.

This Supplement to Amendment is dated May 28, 1999.

This Supplement to Amendment has been reviewed and approved by the County Assessor, County of Multnomah, Oregon, as of June 1, 1999.

MULTNOMAH COUNTY ASSESSOR

By: [Signature]

3

OTIC 1990bf028

RECORDED BY OREGON TITLE AS AN ACCOMMODATION ONLY NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE VALIDITY, SUFFICIENCY OR EFFECT OF THIS DOCUMENT

The undersigned mortgagee hereby approves and consents to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: January 22, 1998.

Mortgagee of GMAC MORTGAGE CORPORATION
Unit No. 32

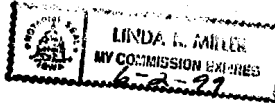
By *Roberta Pettengill*
Its ROBERTA PETTENGILL, ASST. VICE PRESIDENT

STATE OF IOWA)
County of BLACK HAWK) ss.

JANUARY 22, 1998₉

Personally appeared before me the above-named ROBERTA PETTENGILL, who, being duly sworn, did say that he/she is the ASST. VICE PRESIDENT of GMAC MORTGAGE CORPORATION, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act and deed.

Linda R. Miller
Notary Public for _____



The undersigned mortgagee hereby approves and consents to the amendment to the Kings Square Condominium Declaration, which amendment is dated for reference purposes April 20, 1998.

Date of Execution: May 26, 1999.
Mortgagee of _____
Unit No. NAVY FEDERAL CREDIT UNION

By Dennis J. Godfrey
Its Vice President Secondary Marketing

STATE OF Virginia)
) ss. May 26, 1999
County of Fairfax)

Personally appeared before me the above-named Dennis J. Godfrey,
who, being duly sworn, did say that he/she is the Vice President Secondary Marketing
of Navy Federal, and that said instrument was signed in behalf
of said corporation by authority of its Board of Directors; and he/she acknowledged said
instrument to be its voluntary act and deed.

My Commission Expires: July 31, 2000
Notary Public for Teresa F. Holland



Recorded in the County of Multnomah, Oregon

AFTER RECORDING RETURN TO:
Landye Bennett Blumstein LLP
1300 SW Fifth Avenue, Suite 3500
Portland, OR 97201

C. Swick, Deputy Clerk
Total : 49.00
2001-083643 06/06/2001 09:47:45am ATESB
C59 7 REC SUR DOR OLIS
35.00 3.00 10.00 1.00

**AMENDMENT TO DECLARATION OF THE KINGS SQUARE CONDOMINIUM
AFFECTING LIMITED COMMON ELEMENT PARKING SPACES 25, 26, 35, AND 36**

THIS AMENDMENT amends the Declaration Submitting Phase I of The Kings Square Condominium to Oregon Unit Ownership Law, dated November 4, 1981, and recorded on December 31, 1981, in Volume 1571, Pages 464 et seq., of the Deed Records of Multnomah County, Oregon, as it may have been supplemented and amended from time to time thereafter (collectively, the "Declaration").

RECITALS

The Kings Square Condominium is a residential condominium located in Portland, Oregon, created pursuant to the Declaration. The Kings Square Condominium includes certain limited common element parking spaces. The Amendment to Declaration of the Kings Square Condominium, dated April 20, 1998, and recorded on May 24, 1999, as document no. 99103645 in the Deed Records of Multnomah County, Oregon, indicates that limited common element parking spaces no. 25 and 26 appertain to Unit 21, which is owned by Donald B. Spina and Teresita L. Spina (the "Spinas"), and that limited common element parking spaces no. 35 and 36 appertain to Unit 28, which is owned by Jerome H. Zeidman and Zelda Zeidman (the "Zeidmans").

Mistakenly believing that spaces no. 35 and 36 appertain to Unit 21, the Spinas have been using such spaces since they purchased Unit 21, and, mistakenly believing that spaces no. 25 and 26 appertain to Unit 28, the Zeidmans have been using such spaces since they purchased Unit 28. The Spinas and the Zeidmans learned of their mutual error in 1999, and, for their mutual convenience, wish to re-assign their interests in the limited common element parking spaces appertaining to Units 21 and 28, so that limited common element parking spaces no. 35 and 36 appertain to Unit 21 and limited common element parking spaces no. 25 and 26 appertain to Unit 28.

The Association of Unit Owners of The Kings Square Condominium, the owners of units affected by this Amendment (the Spinas and the Zeidmans), and mortgagees of units from which a limited common element is transferred pursuant to this Amendment (Navy Federal Credit Union, U.S. Bank N.A., and Bank of the West) have approved this Amendment, in accordance with the provisions of the Declaration and ORS 100.515(5).

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

Re-Assignment of Limited Common Element Parking Spaces. Limited common element parking spaces no. 35 and 36 hereby are re-assigned and henceforth appertain to Unit 21, and limited common element parking spaces no. 25 and 26 hereby are re-assigned and henceforth pertain to Unit 28.

7

IN WITNESS WHEREOF, the following parties have executed this Amendment:

Philip Bogue and Lwen Stocks Chairman and Secretary of the Association, certifying that this Amendment has been approved by the Association in the manner required by law.

Donald B. Spina and Teresita L. Spina, the owners of Unit 21, with respect to the re-assignment of limited common element parking spaces no. 25 and 26 and 35 and 36.

Navy Federal Credit Union, the mortgagee of Unit 21, with respect to the re-assignment of limited common element parking spaces no. 25 and 26.

Jerome H. Zeidman and Zelda Zeidman, the owners of Unit 28, with respect to the re-assignment of limited common element parking spaces no. 35 and 36 and 25 and 26.

PNC, the mortgagee of Unit 28, with respect to the re-assignment of limited common element parking spaces no. 35 and 36.

This Amendment may be signed in one or more counterparts, and each such counterpart, whether an original or facsimile thereof, shall be considered an original document.

DATED this 1st day of November, 2000.

THE ASSOCIATION OF UNIT OWNERS OF THE KINGS SQUARE CONDOMINIUM

By: Philip R. Bogue
Chairman of the Association

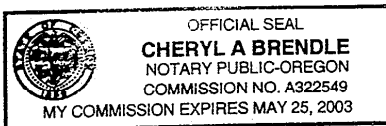
By: Lwen Stocks
Secretary of the Association

STATE OF OREGON

County of Multnomah


)
) ss. November 1, 2000

Personally appeared before me the above-named Philip Bogue and Lwen Stocks and who, being duly sworn, did say that they are the Chairman and Secretary of the Association of Unit Owners of The Kings Square Condominium, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

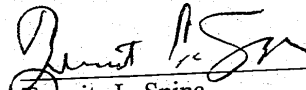


Cheryl A. Brendle
Notary Public for Oregon

UNIT 21:



Donald B. Spina



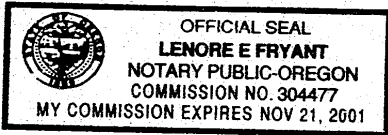
Teresita L. Spina

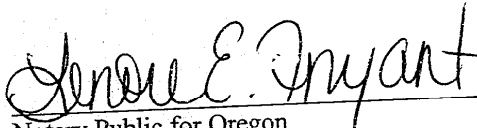
STATE OF OREGON

County of Multnomah

) ss. October 11, 2000

Personally appeared before me the above-named DONALD B. SPINA and TERESITA L. SPINA, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.





Notary Public for Oregon

NAVY FEDERAL CREDIT UNION

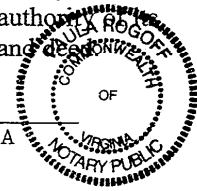
By: Lalisa M. Head
Its LATISA M HEAD, VICE PRESIDENT



STATE OF ~~OREGON~~ VIRGINIA)
) ss. _____, 2000
County of FAIRFAX)

Personally appeared before me the above-named LATISA M HEAD
and who, being duly sworn, did say that he/she is the VICE PRESIDENT of Navy Federal
Credit Union, and that said instrument was signed in behalf of said company by authority of its
Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Lalisa M. Head
Notary Public for ~~Oregon~~ VIRGINIA



My Commission Expires November 30, 2004

UNIT 28

Jerome H. Zeidman
Jerome H. Zeidman

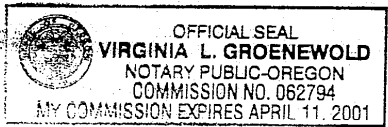
Zelda Zeidman
Zelda Zeidman

STATE OF OREGON

County of MULTNOMAH

)
) ss. October 10, 2000
)

Personally appeared before me the above-named JEROME H. ZEIDMAN and ZELDA ZEIDMAN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Virginia L. Groenewold
Notary Public for Oregon

US BANK N.A.

By: LeAnn Wakefield
Its LEANN WAKEFIELD
ASSISTANT VICE PRESIDENT

STATE OF MINNESOTA)
County of RAMSEY)

) ss. January 17, 2000

Personally appeared before me the above-named LEANN WAKEFIELD
who, being duly sworn, did say that he/she is the Asst. vice President, U.S. Bank N.A.
and that said instrument was signed in behalf of said company by authority of its Board of
Directors; and they acknowledged said instrument to be its voluntary act and deed.

Sean D. Ryan
Notary Public



~~PACIFIC ONE BANK~~ (DB)
BANK OF THE WEST

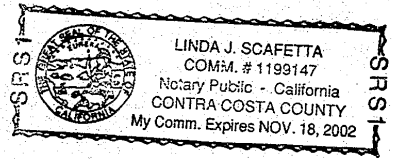
By: [Signature]
Its AVP / CDS MANAGER

CALIFORNIA (B)
STATE OF ~~OREGON~~)
County of CONTRA COSTA)

) ss. NOVEMBER 21, 2000

(DB) Personally appeared before me the above-named DANIEL S. SWANSON (DB) who, being duly sworn, did say that he/~~she~~ is the ASST. VICE PRESIDENT of ~~PACIFIC ONE BANK~~ BANK OF THE WEST (DB) and that said instrument was signed in behalf of said company by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed. (SUCCESSOR IN INTEREST)

Linda J. Scafetta
Notary Public for ~~Oregon~~ CALIFORNIA (DB)



The foregoing Amendment to Declaration of The Kings Square Condominium Affecting Limited Common Element Parking Spaces 25, 26, 25 and 36 is approved pursuant to ORS 100.110 this 1ST day of JUNE, 2001.

COUNTY ASSESSOR
By: [Signature]

AFTER RECORDING RETURN TO:
Landye Bennett Blumstein LLP
1300 SW Fifth Avenue, Suite 3500
Portland, OR 97201

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk
Total : 39.00
2002-231987 12/18/2002 02:48:36pm ATLJH
C59 5 REC SUR DOR OLIS
25.00 3.00 10.00 1.00

AMENDMENT TO DECLARATION
OF
THE KINGS SQUARE CONDOMINIUM

THIS AMENDMENT amends the Declaration Submitting Phase I of The Kings Square Condominium to Oregon Unit Ownership Law, dated November 4, 1981, and recorded on December 31, 1981, in Volume 1571, Page 464 of the Deed Records of Multnomah County, Oregon, as supplemented and amended from time to time thereafter (collectively, the "Declaration").

RECITALS

A. The Kings Square Condominium is a residential condominium located in Portland, Oregon, created pursuant to the Declaration. The Kings Square Condominium includes limited common element garage parking spaces and easement garage parking spaces. These limited common element garage parking spaces and easement garage parking spaces were reassigned and confirmed pursuant to an Amendment to Declaration of The Kings Square Condominium; Confirmation of Limited Common Elements Parking Space Assignments and Parking Space Easements; and Transfer of Parking Space Assignments and Easements dated April 20, 1998 and recorded May 24, 1999 as Document No. 99103645 ("1998 Amendment") and an Amendment to Declaration of The Kings Square Condominium Affecting Limited Common Element Parking Spaces 25, 26, 35, and 36 dated November 1, 2000 and recorded June 6, 2001 as Document No. 2001-083643 ("2000 Amendment")¹. The easement garage parking spaces are treated the same as limited common element garage parking spaces for purposes of calculating the approximate unit area and combined total area of Units 14-32 pursuant to the Declaration, and each unit's resulting ownership interest in the Condominium's common elements.

B. Exhibit B to the Declaration incorrectly states the garage parking space assignments and the approximate unit area and combined total area of Units 14-32. The purpose of this Amendment is to correct such errors and, because the percentage interest in the common elements is computed upon approximate square footage of the units, garage parking spaces and

¹ The 1998 Amendment reassigned and/or confirmed all of The Kings Square Condominium limited common element garage parking spaces and the easement garage parking spaces. The 2000 Amendment reassigned limited common element garage parking spaces no. 25 and 26 to Unit 28 and limited common element parking spaces no. 35 and 36 to Unit 21.

12-18-02

patio or terrace spaces, to correct the percentage interests in common elements as set forth in Exhibit C to the Declaration.

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

Replacement of Exhibits. The attached Exhibits B and C are hereby substituted for Exhibits B and C previously attached to the Declaration.

Philip Bogue and Dorothy Lawrence Chairman and Secretary of The Association of Unit Owners of The Kings Square Condominium, certify that this Amendment has been approved by the Association in the manner required by law.

This Amendment may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

DATED this 8TH day of OCTOBER, 2002.

THE ASSOCIATION OF UNIT OWNERS OF THE KINGS SQUARE CONDOMINIUM

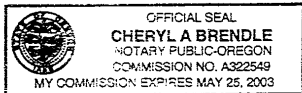
By: Philip R. Bogue
Chairman of the Association

By: Dorothy B. Lawrence
Secretary of the Association

STATE OF OREGON)
County of Multnomah) ss. October 8, 2002

Personally appeared before me the above-named Philip Bogue and Dorothy Lawrence and who, being duly sworn, did say that they are the Chairman and Secretary of the Association of Unit Owners of The Kings Square Condominium, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Cheryl A. Brendle
Notary Public for Oregon



12-18-02

The foregoing Amendment to Declaration is approved pursuant to ORS 100.110 this 18th day of November, 2002, and, in accordance with ORS 100.110(7), this approval shall automatically expire if this Amendment to Declaration is not recorded within two (2) years from this date.

SCOTT W. TAYLOR
Real Estate Commissioner

By: Brian Demarco
Brian Demarco

The foregoing Declaration is approved pursuant to ORS 100.110 this 13th day of DECEMBER 2002

COUNTY ASSESSOR

By: [Signature]

PAGE 3. AMENDMENT TO CONDOMINIUM DECLARATION

12-18-02

EXHIBIT B
 TO DECLARATION SUBMITTING PHASE I OF THE KINGS SQUARE
 CONDOMINIUM TO UNIT OWNERSHIP

UNIT #	<u>Approximate Area</u>				TOTAL SQUARE FOOTAGE
	GARAGE SPACE ASSIGNMENT	DWELLING SIZE	TERRACE SIZE	GARAGE SPACE SIZE*	
14	53	1693	194	378	2265
15	48 & 51	1692	194	314	2200
16	29 & 30	1692	194	295	2181
17	39 & 40	1692	194	322	2208
18	37 & 38	1562	194	300	2056
19	27 & 28	1569	119	314	2002
20	23 & 24	1569	119	300	1988
21	35 & 36	1569	119	308	1996
22	41 & 42	1580	315	340	2235
23	43 & 44	1599	221	296	2116
24	19 & 20	1599	221	296	2116
25	16 & 18	1691	283	309	2283
26	17 & 34	1707	194	297	2198
27	47 & 52	1707	194	295	2196
28	25 & 26	1707	194	295	2196
29	45 & 46	1429	104	267	1800
30	31 & 33	1776	104	280	2160
31	21 & 49	1776	104	280	2160
32	22 & 50	<u>1776</u>	<u>104</u>	<u>312</u>	<u>2192</u>
Total		31385	3365	5798	40548

*Garage Parking Spaces 16, 29, 30, 31, 33, 50, 51, 52 and 53 are easement parking spaces.
 Garage Parking Spaces 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 34, 35, 36, 37, 38, 39, 40,
 41, 42, 43, 44, 45, 46, 47, 48 and 49 are limited common element parking spaces.

12-18-02

EXHIBIT C
 TO DECLARATION SUBMITTING PHASE I OF THE KINGS SQUARE
 CONDOMINIUM TO UNIT OWNERSHIP

UNIT	ADDRESS	<u>Percentage Interest in Common Elements</u>
		CORRECTED PHASE I
14	738 N.W. Westover	5.5859722
15	746 N.W. Westover	5.4256683
16	756 N.W. Westover	5.3788103
17	766 N.W. Westover	5.445398
18	740 N.W. Westover	5.0705337
19	748 N.W. Westover	4.9373582
20	758 N.W. Westover	4.9028312
21	768 N.W. Westover	4.9225609
22	750 N.W. Westover	5.5119858
23	760 N.W. Westover	5.2185065
24	770 N.W. Westover	5.2185065
25	742 N.W. Westover	5.630364
26	752 N.W. Westover	5.4207359
27	762 N.W. Westover	5.4158035
28	772 N.W. Westover	5.4158035
29	744 N.W. Westover	4.4391832
30	754 N.W. Westover	5.3270198
31	764 N.W. Westover	5.3270198
32	774 N.W. Westover	5.4059386

12-18-02

AFTER RECORDING RETURN TO:
Landye Bennett Blumstein LLP
1300 SW 5th Avenue, Suite 3500
Portland, OR 97201

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
C06 3
Total : 31.00
ATLJH

2004-236047 12/29/2004 03:46:38pm

**AMENDMENTS TO THE
BYLAWS OF THE ASSOCIATION OF
UNIT OWNERS OF THE KINGS SQUARE CONDOMINIUM**

RECITALS

The Bylaws of the Association of Unit Owners of Kings Square Condominium were adopted on November 4, 1981, and recorded on December 31, 1981 in the records of Multnomah County, Oregon, at Book 1571, Page 478.

The Association desires to amend the Bylaws to facilitate its business by electing its Board of Directors and Officers in advance of the annual budget, to correct technical defects, and to bring said Bylaws into conformity with certain requirements of Oregon law, Chapter 100, ORS.

AMENDMENTS

Pursuant to a vote of more than 75% of the unit owners of the Association at a meeting thereof duly called for that purpose, the following amendments to the Bylaws were, and are, hereby adopted:

1. Article II, Section 3, is deleted and replaced in its entirety as follows:

"3. Annual Meetings. The annual meetings of the Association shall be held in September at such date and hour as the chairman may designate, in the activities room of the Association. The annual meetings shall be for the purpose of electing directors, and for the transaction of other business as may properly come before the meeting.

With respect to the annual meeting to be held in September 2004, the terms of office of directors that would otherwise expire in January 2005 shall expire on the date of the 2004 annual meeting. Notwithstanding Article III, Section 3, the terms of office of directors that would expire during 2006 shall expire on the date of the 2005 annual meeting, and all directors elected at the annual meeting in 2004, and at any annual meeting thereafter, shall serve for a period of two years."

2. Article III, Section 9 is amended by adding the following sentence to the end of the paragraph:

"All meetings of the board of directors shall be conducted under the most recent edition of Robert's Rules of Order."

3

12-29-04

The remaining provisions of Article III, Section 9 shall remain in full force and effect.

3. Article IV, Section 2 is deleted and replaced in its entirety as follows:

"The officers of the Association shall be elected annually by the board of directors and shall hold office at the pleasure of the board except that the terms of office of all officers shall expire at the annual meeting to be held in September 2004. If any office shall become vacant, the board of directors shall elect a successor to fill the unexpired term at any regular meeting of the board of directors, or at any special meeting of the board of directors called for such purpose."

4. Article V, Section 4(a) is deleted and replaced in its entirety as follows:

"Assessments for all capital improvements shall be effective when proposed by a majority of the board of directors and approved by a majority of the unit owners of the Association, and said assessments may be treated as capital contributions by the unit owners, and the proceeds of which shall be used for the specific capital improvements described in the resolution. Any unexpended portion of such assessment shall be placed in the Association's Reserve Account if under \$3,000, and if more, said amounts shall be refunded to unit owners pro rata."

In the event a capital improvement is mandated by law or regulation or is required to maintain the structural integrity of the condominium building or its appurtenances, the special assessment may be approved by a majority of the board of directors without the consent of the unit owners."

5. Article VII, Section 1(b) is amended by deleting the following:

"..., except as to elevators,..."

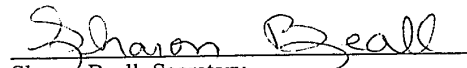
6. In all cases in which the Bylaws of the Association refer to the "Oregon Unit Ownership Law," there shall be substituted therefore "Oregon Condominium Law, Chapter 100, Oregon Revised Statutes."

We, the undersigned, Chairman and Secretary of the Association of Unit Owners of King Square Condominium, do certify that the foregoing amendments to the Bylaws were duly adopted by a vote of more than 75% of the unit owners on August 24, 2004.

ASSOCIATION OF UNIT OWNERS OF
THE KINGS SQUARE CONDOMINIUM



Carl Goebel, Chairman



Sharon Beall, Secretary

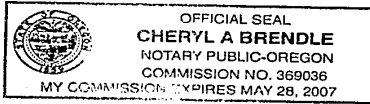
STATE OF OREGON

County of Multnomah

)
) ss.
)

October 25, 2004

Personally appeared before me the above-named Carl Goebel and Sharon Beall who, being duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Association of Unit Owners of the Kings Square Condominium and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Cheryl A. Brendle
Notary Public For Oregon

12-29-04

After Recording Return to:

Multnomah County Official Records
R Weldon, Deputy Clerk

2011-098986

LANDYE BENNETT BLUMSTEIN LLP
1300 SW Fifth Avenue, Suite 3500
Portland OR 97201
Phone: 503.224.4100



\$46.00

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09/08/2011 11:11:48 AM

1R-AMBYLAWS
\$15.00 \$11.00 \$15.00 \$5.00

Cnt=1 Str=10 RECCASH1

PLU J. Sharkey

**AMENDMENT TO BYLAWS
OF
THE ASSOCIATION OF UNIT OWNERS OF THE KINGS SQUARE
CONDOMINIUMS**

THIS AMENDMENT TO BYLAWS is made this 28th day of July, 2011 by The Association of Unit Owners of The Kings Square Condominiums ("Association").

RECITALS

A. That certain "Declaration Submitting Phase I of The Kings Square Condominiums to Unit Ownership" was recorded December 31, 1981 in the Official Records of Multnomah County, Oregon at Book 1571, Page 464 (the "Declaration"). The Bylaws of the Association of Unit Owners of The Kings Square Condominiums were recorded as Exhibit E to the Declaration (the "Bylaws").

B. The Association is the governing body of The Kings Square Condominiums.

C. The Association now desires to amend its Bylaws to make The Kings Square Condominiums smoke-free.

D. Although only required to be approved by a majority of the unit owners, this Amendment to Bylaws has been approved by 15 of the 19 unit owners.

AMENDMENT

NOW, THEREFORE, the Bylaws are hereby amended to add the following subsection "(n)" to Article VII, Section 5 of the Bylaws:

"(n) Smoking Prohibition. The Kings Square Condominiums is a non-smoking community. Smoking is prohibited everywhere within the boundaries of the condominium property including, but not limited to, all dwelling units, decks, terraces, patios, parking areas and all common and limited common areas of the condominium. "Smoking" shall mean and include inhaling, exhaling, burning or carrying any lighted or smoldering cigarette, cigar, or other tobacco product or similar substance, whether such substance may be legal or illegal."

3

ENFORCEMENT

Through a resolution, the Association's Board of Directors shall establish a schedule of fines to enforce the smoking restriction and shall provide a copy of such schedule to all unit owners.

CERTIFICATION

IN WITNESS WHEREOF, the undersigned Chairman and Secretary of the Association of Unit Owners of The Kings Square Condominiums hereby certify that this Amendment to Bylaws has been approved by a majority of the voting power of the Association in accordance with the Bylaws and ORS 100.410.

THE ASSOCIATION OF UNIT OWNERS OF THE KINGS SQUARE CONDOMINIUMS

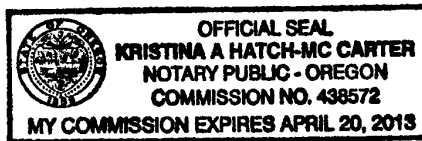
By: *Carl Goebel*
Chairman

By: *[Signature]*
Secretary

State of OREGON)
County of Multnomah) ss August 15, 2011

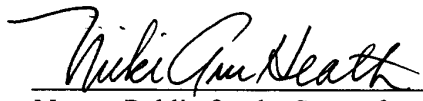
Personally appeared before me the above-named Carl Goebel, who, being duly sworn, did say that he is the Chairman of THE ASSOCIATION OF UNIT OWNERS OF THE KINGS SQUARE CONDOMINIUMS, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

[Signature]
Notary Public for the State of Oregon

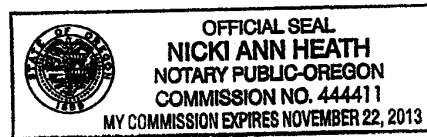


State of OREGON)
) ss July 29, 2011
County of Multnomah)

Personally appeared before me the above-named Ronald A. Shellan, who, being duly sworn, did say that he is the Secretary of THE ASSOCIATION OF UNIT OWNERS OF THE KINGS SQUARE CONDOMINIUMS, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.



Notary Public for the State of
Oregon






MULTNOMAH COUNTY OREGON

Division of Assessment & Taxation
501 SE Hawthorne #158
Portland OR 97214
Recording Section (503) 988-3034

Multnomah County Official Records
R Weldon, Deputy Clerk 2012-020205



\$46.00

00950073201200202050030039 02/22/2012 01:28:41 PM

1R-AMBYLAWS Cnt=1 Stn=10 RECCASH1
\$15.00 \$11.00 \$15.00 \$5.00

Amendment to the Bylaws
 Association of Unit Owners of Kings Square
 Condominium
 2447 NW Westover Rd
 Portland, OR. 97210

Plu
~~Jay~~ Sharkey
 J.
 Return Address:
 Kings Square Condominium
 c/o CMI
 2105 SE 9th Ave.
 Portland OR. 97214

**THIS PAGE IS A PART OF THE OFFICIAL DOCUMENT
 PLEASE DO NOT REMOVE**

FEB 21 2012

AMENDMENT TO THE BYLAWS
OF THE ASSOCIATION OF UNIT OWNERS OF KINGS SQUARE CONDOMINIUM **FILE**

RECITALS

The Bylaws of the Association of Unit Owners of Kings Square Condominium (the "condominium") were adopted on November 4, 1981, and recorded on December 31, 1981 in the records of Multnomah County, Oregon, at Book 1571, page 478.

The members of the Association of Unit Owners of Kings Square Condominium (the "Association") have voted to amend the Bylaws to restrict the leasing of Units to enhance the availability of purchase-money financing, and to provide a procedure for enforcing such restriction.

AMENDMENT

The Bylaws, Article VII, Section 5. (h) shall be deleted and replaced with the following so that it reads as follows:

5. (h) Leasing and rental of units. Except with the consent of the board of directors of the Association or the manager and except for a lender in possession following default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner may lease or rent less than his entire unit and no unit owner may rent his unit for transient or hotel purposes. All leases or rentals shall be by the terms of the lease shall be subject in all respects to the provisions of the declaration and these bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. No more than 25% of units may be rented or leased at one time. The following restrictions apply to any unit owner leasing or renting his or her unit.

1. The unit owner must occupy the unit for 24 consecutive months for the unit to be eligible for leasing or renting. Spouses, parents, siblings, and "issue" of owners qualify as owners.
2. The entire unit must be rented or leased.
3. owners are responsible for all fines and costs assessed against or accrued by their tenants.
4. Except as expressly permitted in these Bylaws and Declarations, each unit shall be occupied and used only as a private residence.

IN WITNESS WHEREOF, the Chairman and Secretary of the Association of Unit Owners of Kings Square Condominium hereby certify that these Amendments to the Bylaws have been properly adopted pursuant to the Bylaws effective this 24 day of Jan, 2012.

ASSOCIATION OF UNIT OWNERS OF KINGS SQUARE
CONDOMINIUM

By: *Danna J Henderson*
Chairman

By: *[Signature]*
Secretary

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

STATE OF OREGON

County of Multnomah

)
) ss. January 24 ¹² 2011

Personally appeared before me the above-named Donna Henderson and who being duly sworn, did say that she is the **Chairman** of the **ASSOCIATION OF UNIT OWNERS OF KINGS SQUARE CONDOMINIUM**, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



[Signature]
Notary Public for Oregon

STATE OF OREGON CALIF

County of RIVERSIDE

)
) ss. FEB 16 2012

Personally appeared before me the above-named GAIL JOSEPH and who being duly sworn, did say that SHE is the **Secretary** of the **ASSOCIATION OF UNIT OWNERS OF KINGS SQUARE CONDOMINIUM**, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



[Signature]
Notary Public for Oregon CALIF.

COMMUNITY MANAGEMENT, INC

FEB 21 2012

FILE: _____

P/U
JASON
SHARKEY

After Recording Return to:

LANDYE BENNETT BLUMSTEIN LLP
1300 SW Fifth Avenue, Suite 3500
Portland OR 97201
Phone: 503.224.4100

Multnomah County Official Records
R Weldon, Deputy Clerk

2013-031945



\$46.00

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03/07/2013 03:15:45 PM

1R-AMBYLAWS

Pgs=2 Stn=11 ATWJH

\$10.00 \$11.00 \$15.00 \$10.00

**AMENDMENT TO BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF
KING'S SQUARE CONDOMINIUM**

RECITALS

A. The Bylaws of the Association of Unit Owners of King's Square Condominium ("Bylaws") were recorded in book 1571 at page 478 in the real property records of Multnomah County, Oregon on December 31, 1981.

B. By that certain Amendment to Bylaws of the Association of Unit Owners of King's Square Condominium recorded on February 22, 2012 as Document No. 2012-020205 (the "2012 Amendment"), the Association of Unit Owners of King's Square Condominium ("Association") amended Section 5.4(h) of the Bylaws.

C. The Association now wishes to further amend Section 5.4 (h) to remove the provision requiring an owner to occupy his or her unit for twenty-four months prior to being able to rent the unit.

D. Capitalized terms which are not otherwise defined herein shall have the same meaning as used in the Bylaws.

AMENDMENT

NOW THEREFORE, the following amendment is hereby made a part of the Bylaws:

1. Amendment. Section 5.4 (h) (1) of the Bylaws is hereby deleted and replaced with the following:

"1. In addition to the owners of a unit who are listed on the unit's deed, spouses, parents, siblings and "issue" of a unit owner shall count as an owner for purposes of this section."

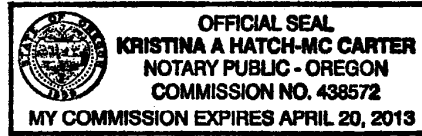
2. Effect of Amendment. Except as specifically set forth herein, the Bylaws shall remain unchanged.

[Signatures to follow]

2

It is hereby certified that the foregoing Amendment has been approved by the requisite percentage of voting rights of the Association and will become effective upon its recordation in the official records of Multnomah County, Oregon.

ASSOCIATION OF UNIT OWNERS OF KING'S SQUARE CONDOMINIUM



By: Donna J Henderson
President

Date: 2-28-13

STATE OF Oregon)
County of Multnomah) ss.

2-28, 2013

Personally appeared before me the above-named Donna Henderson and NA who, being duly sworn, did say that they are the President of the ASSOCIATION OF UNIT OWNERS OF KING'S SQUARE CONDOMINIUM and that said instrument was signed on behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

[Signature]
Notary Public for Oregon Commission E xp 4/20/2013

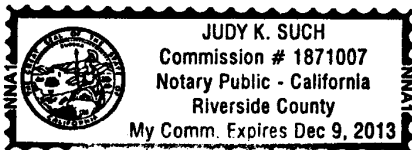
By: Gail Joseph
Secretary

Date: March 4, 2013

STATE OF CALIFORNIA)
County of RIVERSIDE) ss.

MARCH 4, 2013

Personally appeared before me the above-named GAIL JOSEPH and NA who, being duly sworn, did say that they are the Secretary of the ASSOCIATION OF UNIT OWNERS OF KING'S SQUARE CONDOMINIUM and that said instrument was signed on behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Judy K. Such
Notary Public for STATE OF CALIFORNIA