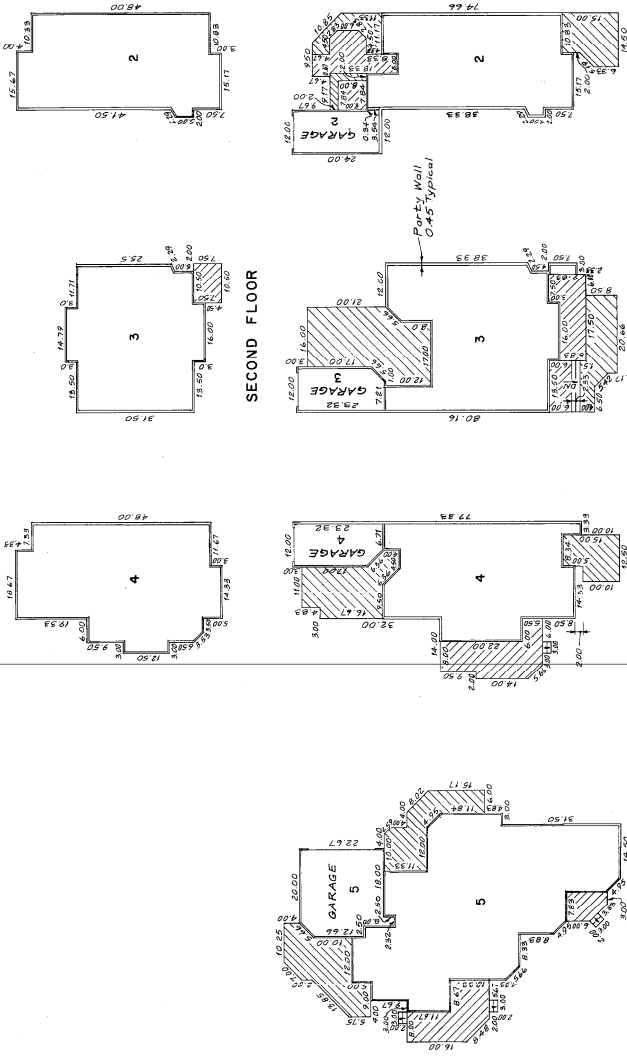


RIVERPOINT

PHASE 1, UNITS 1-9
CONDOMINIUM

SITUATED IN THE SW 1/4 SECTION 15, T-1S, R-1E, W.M.
OREGON
MULTNOMAH COUNTY
SURVEYED MAY 1975
SIDE THREE



FIRST FLOOR
SCALE: 1" = 20'

Notes: Elevations are on City of Portland Datum.
Ratio of Deck to Floor is 1:1 (Common Element)
Interiors of Garages are Limited Common Elements.

UNIT	FLOOR	ELEVATION
1	Ceiling Elevation	42.88
	Floor Elevation	39.82
2	Ceiling Elevation	45.74
	Floor Elevation	42.38
3	Ceiling Elevation	52.74
	Floor Elevation	49.38
4	Ceiling Elevation	52.74
	Floor Elevation	49.38
5	Ceiling Elevation	44.58
	Floor Elevation	42.88

TYPICAL ELEVATION
SCALE: 1" = 10'

ARCHITECT'S CERTIFICATE

I, Joseph D.C. Griggs, Registered Architect, do hereby certify that the foregoing floor plans were made from drawings prepared by me, and that the construction of the buildings comprising PHASE of RIVERPOINT and that the construction of the buildings was completed on MAY 21, 1975.

Dated this 21 day of MAY, 1975.

JOSEPH D.C. GRIGGS

By: *Joseph D.C. Griggs*

Subscribed and sworn before me this 21 day of MAY, 1975.

By: *John S. Smith*
Notary Public for the State of Oregon

My Commission expires June 12, 1976

APPROVALS

APPROVED June 6, 1975

City of Portland
Bureau of Buildings

By: *C. M. [Signature]*

APPROVED June 3, 1975

County Engineer,
Multnomah County, Oregon

By: *Charles [Signature]*

All taxes, fees, assessments, or other charges as provided by ORS 91-535 have been paid as of July 1, 1975

HERBERT A. PERRY
Director, Division of Assessment and Taxation
Multnomah County, Oregon

By: *Ernest M. [Signature]* Deputy

ATTEST:

County Recording Office
Multnomah County, Oregon

By: *E. E. White* Deputy

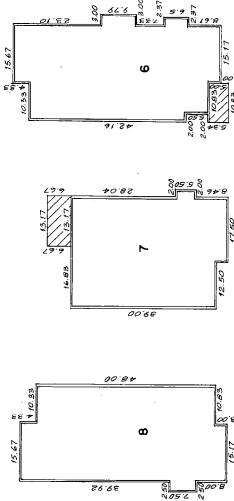
July 7, 1975

RIVERPOINT

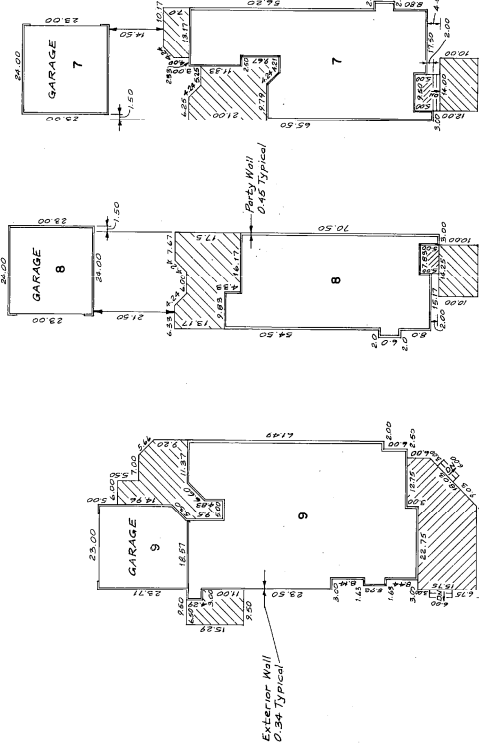
PHASE I, UNITS I - 9
CONDOMINIUM

SITUATED IN THE SW 1/4 SECTION 15, T-1S, R-1E, W.M.
OREGON
MULTNOMAH COUNTY
SURVEYED MAY 1975

SIDE TWO

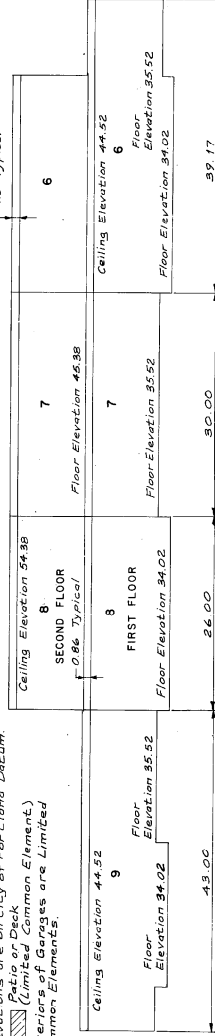


SECOND FLOOR



FIRST FLOOR PLANS SCALE: 1" = 20'

Notes: Elevations are on City of Portland Datum.
 Limited Deck
 Common Elements
 Interiors of Garages are Limited
 Common Elements



TYPICAL ELEVATION
SCALE: 1" = 10'

7-7-75 12:05 PM 41-84 R16-6

3
7
BOOK OF RECORDS 7-7

BOOK 1049 PAGE 1210

RECEIVED
MULTNOMAH COUNTY

JUL 1 1975

DECLARATION SUBMITTING PHASE 1 OF RIVERPOINT
TO OREGON UNIT OWNERSHIP LAW

HERBERT A. PERRY
DIRECTOR, DIVISION OF
ASSESSMENT & TAXATION

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 22nd day of May, 1975 by MACADAM INVESTORS, OREG. LTD., an Oregon limited partnership, hereinafter called "the Developer."

Developer proposes to create a leasehold condominium to be known as "Riverpoint" which will be a part of Johns Landing in the City of Portland, Multnomah County, Oregon. As a part of Johns Landing, Riverpoint will be subject to the Declaration of Protective Covenants for Johns Landing. Developer is the lessee of the property included within Riverpoint pursuant to a lease dated July 1, 1974 in which John & Condon Properties is the lessor. Such lease has an initial term of 77 years, expiring on June 30, 2051 and contains an option to purchase anytime between June 30, 1996 and the end of the term.

The purpose of this declaration is to submit Developer's leasehold estate in Phase 1 of Riverpoint 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:

BOOK OF RECORDS 77

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

1.1 "Johns Landing Declaration" shall mean that certain document entitled Declaration of Protective Covenants for Johns Landing, dated July 1, 1974, recorded in Volume 1004 of the Records of Deeds of Multnomah County, Oregon at page 201.

1.2 "The Lease" shall mean that certain lease dated July 1, 1974 in which John & Condon Properties is the lessor and Developer is the lessee and which has been recorded in the Records of Multnomah County, Oregon.

1.3 Incorporation by Reference. Except as otherwise provided herein, each of the terms defined in the Oregon Unit Ownership Law, ORS 91.505, 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 the Developer and conveyed by it in leasehold estate pursuant to the terms of the Lease. Upon the filing of this declaration, each unit owner will be entitled to certain nonexclusive easements within Johns Landing as provided in the Johns Landing Declaration. The land submitted hereunder, being Phase 1 of Riverpoint, 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.

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

4. UNITS.

4.1 General Description of Buildings. Phase 1 of Riverpoint consists of two buildings. The first building contains five units and the second building contains four units. Units in the first phase having Design Plans B, C, D, F and G have two stories, while units in the first phase having Design Plans A, E and H have one story. Each building is of wood frame construction without basement and has a concrete foundation, flat and built-up roofing, and ceilings and walls of gypsum board with some interior paneling.

4.2 General Description, Location and Designation of Units. Phase 1 consists of a total of nine units. The dimensions, designation and location of each unit in Phase 1 is shown in the plat or site plan and floor plans filed simultaneously herewith and made a part of this declaration as if fully set forth herein (hereinafter called "the plans"). 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 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 general common elements determined by the ratio by which the approximate area of the particular unit bears to the total approximate area of all units combined, as is more particularly described in paragraph 13.4 below. The general common elements consist of the following:

5.1 The land, pathways, driveways, fences, grounds and parking areas, except those parking spaces 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 Outside stairs, entrances and exits, and the exterior surfaces of decks.

5.5 All other elements of the buildings and the property necessary or convenient to their existence, maintenance and safety, or normally in common use, except as may be

expressly designated herein as part of a unit or a limited common element.

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

6.1 Parking spaces which bear the number of a unit as shown on the plans, each of which shall pertain to the unit whose number it bears.

6.2 All patios and decks, except for the outside exterior surface of decks, each of which shall pertain to the unit which it adjoins.

7. USE OF PROPERTY. Each unit is to be used as a single family dwelling. Additional limitations on use are contained in the Lease, the Johns Landing Declaration, and the Bylaws of the Association of Unit Owners of Riverpoint filed herewith. Each unit owner shall be bound by each of the terms, conditions, limitations and provisions contained in such documents, including the requirement to pay rent as set forth in the Lease and the easements reserved in favor of other owners within Johns Landing with respect to those portions of the property which are designated as common areas or private ways in the Johns Landing Declaration.

8. COMMON PROFITS AND EXPENSES; VOTING.

8.1 The common profits derived from and the common expenses of the general 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 general common elements.

8.2 Notwithstanding the provisions of ORS 91.505(9), 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 50 percent or more 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 91.635 is THOMAS D. WOLTERINK and his place of business within Multnomah County, Oregon, is #200 - The Water Tower, 5331 SW Macadam, Portland, Oregon 97201.

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 all holders of first mortgages or beneficiaries of first deeds of trust of units in the condominium must be obtained for the following:

11.1 The removal of the property from unit ownership, except when such removal is by operation of ORS 91.660(2) in the case of substantial loss to the units and common elements;

11.2 The partition or subdivision of any unit or of the common elements; or

11.3 A change in the percentage interests in the common elements of the unit owners, except when such change is by virtue of the annexation of additional phases as provided in Section 13 below.

12. ADOPTION OF BYLAWS, APPOINTMENT OF INTERIM BOARD, AND DESIGNATION OF MANAGER. Upon the execution and the filing of this declaration, the Developer, as the sole owner of all units of the condominium, shall adopt bylaws for the Association of Unit Owners of Riverpoint, which bylaws are to be 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.

13. PLAN OF DEVELOPMENT. Developer proposes to develop the condominium in 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 filing a supplement to this declaration pursuant to ORS 91.545.

13.1 Maximum Number of Units. Phase 1 contains a total of nine units. Proposed Phase 2 would contain not more than 3 units, for a total of not more than 12 units in the condominium.

13.2 Election Not to Proceed. In order to limit the condominium to fewer than two phases, Developer must file a declaration in the records of deeds of Multnomah County, Oregon, by January 1, 1976, so stating.

13.3 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.

13.4 Percentage Interest in Common Elements. The percentage interest in the common elements of units in Phase 1

BOOK OF RECORDS 77

BOOK 1049 PAGE 1218

will change if an additional phase is annexed to the condominium.
A chart showing the percentage interest in the common elements
of each such unit upon the filing of this declaration and
after the annexation of each proposed phase is attached hereto
as Exhibit C.

IN WITNESS WHEREOF, Macadam Investors, Oreg. Ltd.
has caused this declaration to be executed this 22nd day
of May, 1975.

MACADAM INVESTORS, OREG. LTD., an
Oregon limited partnership

By: Carbarn, Inc., its general partner

By: Ross D. Wolt

STATE OF OREGON)
County of Multnomah) ss.

On this 22nd day of May, 1975, personally
appeared before me T.D. Wolterink who, being duly sworn, did say
that he is the Secretary of CARBARN, INC., general partner of
Macadam Investors, Oreg. Ltd., and that said instrument was
signed in behalf of said corporation and partnership; and he
acknowledged said instrument to be their voluntary act and
deed.

Jan Seeshury
Notary Public for Oregon
My commission expires: MAR 12, 1976



BOOK OF RECORDS 77

BOOK 1049 PAGE 1219

MORTGAGEE'S CONSENT

BANCORP MANAGEMENT ADVISORS, INC., an Oregon corporation, is the owner and holder of a mortgage on the property being submitted to the Oregon Unit Ownership Law hereunder and joins in the making of the foregoing Declaration.

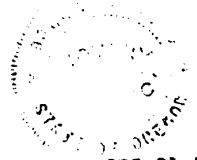
BANCORP MANAGEMENT ADVISORS, INC.

By Peter F. Bechen

STATE OF OREGON)
) ss.
County of Multnomah)

On this 22nd day of MAY, 1975, personally appeared before me PETER F. BECHEN who, being duly sworn, did say that he is PRESIDENT of BANCORP MANAGEMENT ADVISORS, INC., an Oregon corporation, that he signed the foregoing form of consent by authority of said corporation's board of directors as its voluntary act and deed.

Donna S. DeLo
Notary Public for Oregon
My commission expires: 1-26-79



The foregoing Declaration is approved pursuant to ORS 91.535 this 7th day of July, 1975.

Ernest W. Paul
Assessor and Tax Collector for
Multnomah County

BOOK OF RECORDS 77 125

EXHIBIT A

BOOK 1049 PAGE 1220

A tract of land containing more or less 1.36-acres lying in Section 15, Township 1 South, Range 1 East of the Willamette Meridian in the City of Portland, County of Multnomah, and State of Oregon.

Beginning at the intersection of the north line of Block 8 Southern Portland, and the easterly line of Macadam Avenue; thence South $87^{\circ}54'25''$ East, a distance of 240.35 feet to a point, said point being on the easterly right-of-way line of the Southern Pacific Railroad; thence following said railroad right-of-way North $10^{\circ}48'55''$ West, a distance of 145.38 feet to a point, said point being the True Point of Beginning of a tract of land herein to be described; thence following said railroad right-of-way North $10^{\circ}48'55''$ West, a distance of 427.84 feet to a point; thence leaving said Southern Pacific Railroad right-of-way South $26^{\circ}54'02''$ East, a distance of 54.28 feet to a point; thence South $29^{\circ}52'37''$ East, a distance of 43.25 feet to a point; thence South $58^{\circ}16'43''$ East, a distance of 97.07 feet to a point; thence South $56^{\circ}02'19''$ East, a distance of 60.01 feet to a point; thence South $1^{\circ}49'23''$ West, a distance of 44.50 feet to a point; thence South $46^{\circ}49'23''$ West, a distance of 9.90 feet to a point; thence South $01^{\circ}02'12''$ West, a distance of 59.80 feet to a point; thence South $22^{\circ}11'43''$ East, a distance of 47.68 feet to a point; thence South $14^{\circ}50'30''$ East, a distance of 23.86 feet to a point; thence South $12^{\circ}25'53''$ East, a distance of 86.99 feet to a point; thence South $78^{\circ}43'58''$ West, a distance of 164.00 feet to the True Point of Beginning.

EXHIBIT B BOOK 1049 PAGE 1221
TO
DECLARATION SUBMITTING PHASE I OF RIVERPOINT
TO
OREGON UNIT OWNERSHIP LAW

<u>UNIT</u>	<u>DESIGN PLAN</u>	<u>APPROXIMATE AREA IN SQUARE FEET</u>
1	A	2134
2	B	2602
3	C	2817
4	D	2938
5	E	2290
6	F	2665
7	G	2737
8	B	2696
9	H	2262

EXHIBIT C

BOOK 1049 PAGE 1222

TO
DECLARATION SUBMITTING PHASE I OF RIVERPOINT
TO
OREGON UNIT OWNERSHIP LAW

Percentage Interest in General Common
Elements of Each Unit in Phase I at
Each Proposed Stage of Development

<u>Unit</u>	<u>Design Plan</u>	<u>Phase I</u>	<u>Phase II</u>
1	A	9.222	6.791
2	B	11.244	8.281
3	C	12.173	8.965
4	D	12.696	9.350
5	E	9.896	7.288
6	F	11.516	8.481
7	G	11.828	8.710
8	B	11.670	8.580
9	H	9.775	7.199
		<u>100.000</u>	

BOOK OF RECORDS 77



ROBERT W. STRAUS
COMMERCE
3

DEPARTMENT
OF COMMERCE

BOOK 1049 PAGE 1223

REAL ESTATE DIVISION

COMMERCE BUILDING • SALEM, OREGON • 97310 • Phone (503) 378-4170

June 30, 1975

RE: RIVERPOINT, PHASE I

Pursuant to ORS 91.535, subject Declaration
of Unit Ownership is hereby approved.

CONDOMINIUM DECLARATION APPROVED
OREGON REAL ESTATE DIVISION

Don L. Smith
Director
DATE: June 30, 1975

BOOK OF RECORDS 7 7 1913

42

Rec-17

1019 1210
JOHN D. RICE, Director of Administration
Deputy.

BOOK 1049 PAGE 1224

JUL 7 1913
MILWAUKEE, WIS.
MILWAUKEE, WIS., GREGG

I, JOHN D. RICE, Director of Administration Services and Recorder of Deeds for said County, do hereby certify that the foregoing is a true and correct copy of the original record of said County at

STATE OF OREGON
Multnomah County

2013

BOOK OF RECORDS 10 27 1975

432840-61

AMENDMENT TO DECLARATION SUBMITTING PHASE 1 OF RIVERPOINT TO OREGON UNIT OWNERSHIP LAW

On July 7, 1975, a Declaration Submitting Phase 1 of Riverpoint to Oregon Unit Ownership Law was recorded in Book 1049 of the Records of Deeds of Multnomah County, Oregon at page 1210. In accordance with the provisions of ORS 91.635(2) the Association of Unit Owners of Riverpoint wishes to designate a person other than the one named in such Declaration to receive service of process in cases provided in ORS 91.635(1).

BOOK 1069 PAGE 305

Recorded by Pioneer Noticing Title Insurance Company

NOW, THEREFORE, the above-described Declaration is hereby amended to designate EDWARD L. ALLIS, whose place of business within Multnomah County, Oregon, is #200 - The Water Tower, 5331 SW Macadam, Portland, Oregon 97201, as the person to receive service of process in cases provided in subsection (1) of ORS 91.635.

ASSOCIATION OF UNIT OWNERS OF RIVERPOINT

By William F. Courter
William F. Courter, Chairman

By Edward L. Allis
Edward L. Allis, Secretary

CERTIFICATION

We, being the duly elected Chairman and Secretary of the Association of Unit Owners of Riverpoint, do hereby certify that the person named in the within amendment was

BOOK OF RECORDS 10 27 1975

432840-61

so designated by resolution duly adopted by the Association of Unit Owners of Riverpoint.

William F. Courter
William F. Courter, Chairman

Edward L. Allis
Edward L. Allis, Secretary

RECORDS ROOM 1069 HALL 306

Recorded by
Pioneer National
Title Insurance Company

STATE OF OREGON)
County of Multnomah) ss.

On this 22nd day of October, 1975, personally appeared the above-named William F. Courter and Edward L. Allis and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Joan Salisbury
Notary Public for Oregon
My commission expires: March 12, 1976



BOOK OF RECORDS TO 27 1915

306 12 2201 51038

STATE OF OREGON
Multnomah County
DEED

Director, Department of Administration Services and Information Systems, in and for payment of writing was received for record and recorded in the record of said County at

OCT 27 3 01 PM '15

BOOK 1969 PAGE 367



305

Director of Administration
Services
Deputy,
R. L. Taylor

Letters to:

Pharmacia Laboratories
5331 SW Maclean
Portland, Oregon

600

AMENDMENT TO DECLARATION SUBMITTING PHASE 1
OF RIVERPOINT TO OREGON UNIT OWNERSHIP AND
SUPPLEMENTAL DECLARATION SUBMITTING PHASE 2
OF RIVERPOINT TO OREGON UNIT OWNERSHIP LAW

THIS AMENDMENT is made and executed as of this 26th.
day of April, 1976, by MACADAM INVESTORS, OREG. LTD., an Oregon
limited partnership, hereinafter called "Developer," and by
all other owners of units in Phases 1 and 2 of Riverpoint, a
condominium established under the provisions of the Oregon Unit
Ownership Law, all of whom, including Developer, are collectively
referred to herein as "the Unit Owners."

W I T N E S S E T H:

Phase 1 of Riverpoint was submitted to the Oregon Unit
Ownership Law pursuant to Declaration Submitting Phase 1 of
Riverpoint to Oregon Unit Ownership Law dated May 22, 1975 and
recorded July 1, 1975 in Book 1049 of the Records of Deeds of
Multnomah County, Oregon, at page 1210 (hereinafter referred
to as "Phase 1 Declaration"). Phase 2 of Riverpoint was sub-
mitted to the Oregon Unit Ownership Law pursuant to Supplemental
Declaration Submitting Phase 2 of Riverpoint to Oregon Unit
Ownership Law, recorded on March 24, 1976 in Book 1094 of the
Records of Deeds of Multnomah County, Oregon, at page 639, as
amended by instrument dated April 2, 1976, and recorded
April 5, 1976, in Book 1096, page 486 of such Deed Records
(collectively referred to herein as "Phase 2 Declaration").

1976

BOOK OF RECORDS 7 20

The Phase 1 Declaration and Phase 2 Declaration provide that Riverpoint shall consist of two phases containing a total of 12 units. The Unit Owners now wish to amend the Phase 1 and Phase 2 Declarations to provide that up to three additional phases, containing not more than six units each, may be annexed to Riverpoint, so that Riverpoint may consist of not more than five phases containing not more than 30 units.

NOW, THEREFORE, the Unit Owners do hereby amend the Phase 1 Declaration and Phase 2 Declaration of Riverpoint to contain the following plan of development:

Developer proposes to develop the condominium in not more than five phases. Developer has previously submitted Phases 1 and 2 of Riverpoint to the condominium form of ownership. Developer reserves the right to add three additional phases to the condominium and to annex such additional phases by filing supplements to the Phase 1 Declaration and Phase 2 Declaration pursuant to ORS 91.545 consistent with the following:

1. Maximum Number of Units. Phases 1 and 2 contain a total of 12 units. Proposed Phases 3, 4 and 5 would contain not more than six units each, for a total of not more than 30 units in the condominium.
2. Election not to Proceed. In order to limit the condominium to fewer than five phases, Developer must file a declaration in the Records of Deeds of Multnomah County, Oregon, by January 1, 1980, so stating.

3. Additional Common Elements. Developer does not propose to include in Phases 3, 4 or 5 any common elements which would substantially increase the proportionate amount of the common expenses payable by owners of units in Phases 1 and 2.

4. Percentage Interest in Common Elements. The percentage interest in the common elements of units in Phases 1 and 2 will change if additional phases are annexed to the condominium. A chart showing the percentage interest in the common elements of each such unit upon the filing of this declaration and after the annexation of each proposed phase is attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the Unit Owners have caused this amendment to be executed as of the day and year first set forth above.

MACADAM INVESTORS, OREG. LTD.,
an Oregon limited partnership

By Carbarn, Inc., its general partner

By W.F. Courter

STATE OF OREGON)
)ss.
County of Multnomah)

On this 26th day of April, 1976, personally appeared before me W.F. Courter, who, being duly sworn, did say that he is the Vice-Pres. of Carbarn, Inc., general partner of Macadam Investors, Oreg. Ltd., and that said instrument was signed in behalf of said corporation and partnership; and he acknowledged said instrument to be their voluntary act and deed.

Dan Salisbury
Notary Public for Oregon
My commission expires: Nov 12, 1976

EXHIBIT "A"

BOOK 1116 PAGE 317

PROJECTED PERCENTAGE INTEREST IN THE GENERAL COMMON
ELEMENTS OF EACH UNIT IN PHASES 1 AND 2
OF RIVERPOINT AT EACH PROPOSED STAGE OF DEVELOPMENT

<u>Unit No.</u>	<u>Phases 1&2</u>	<u>Phase 3</u>	<u>Phase 4</u>	<u>Phase 5</u>
1	6.791	5.041	4.008	3.326
2	8.281	6.147	4.887	4.055
3	8.965	6.655	5.290	4.391
4	9.350	6.940	5.518	4.579
5	7.288	5.410	4.301	3.569
6	8.481	6.296	5.005	4.154
7	8.710	6.466	5.141	4.266
8	8.580	6.369	5.064	4.202
9	7.199	5.344	4.249	3.526
10	7.387	5.483	4.359	3.618
11	8.733	6.482	5.154	4.277
12	<u>10.235</u>	7.597	6.040	5.013
	100.000			

MACADAM INVESTORS OREG., LTD.
an Oregon limited partnership

By Carbarn, Inc., its general partner

W. F. Courter Jr.

Owners of Unit 7,8,10,11,12

BOOK 1116 PAGE 318

STATE OF OREGON)
) ss.
Count of Multnomah)

On this 26th. day of April 1976, personally appeared
the above-named William F. Courter and acknowledged the foregoing
instrument to be his voluntary act and deed.

Before me:

Joan J. Giesburg
Notary Public for Oregon
My Commission Expires August 12, 1980



Owners of Unit 1

Mrs Sidney A. Thompson
BOOK 1116 PAGE 319

STATE OF OREGON)
) ss.
County of Multnomah)

On this 28th day of April, 1976, personally
appeared the above-named Mrs. Sidney A. Thompson and acknow-
ledged the foregoing instrument to be her voluntary act and deed.

Before me:

Jan Salisbury
Notary Public for Oregon
My commission expires: March 12, 1980



Owners of Unit 2

Mrs. John S. Brandis

BOOK 1116 PAGE 320

STATE OF OREGON)
County of Multnomah) ss.

On this 12th. day of May, 1976, personally
appeared the above-named Mrs. John Brandis and acknow-
ledged the foregoing instrument to be her voluntary act and deed.

Before me:

Jim Sainbury
Notary Public for Oregon

My commission expires: MARCH 12, 1980

Owners of Unit 3

Leslie Sherman
BOOK 1116 PAGE 321

STATE OF OREGON)
) ss.
County of Multnomah)

On this 19th day of July, 1976, personally
appeared the above-named Leslie Sherman and acknow-
ledged the foregoing instrument to be his voluntary act and deed.
Before me:

Joan G. Gistberg
Notary Public for Oregon
My commission expires: March 17, 1980

RECORDED
JUL 17
TOMINS LANDING

RECORDED
JUL 2
TOMINS LANDING

Owners of Unit 4

Maurie Clark

STATE OF OREGON)
) ss.
County of Multnomah)

On this 27 day of April, 1976, personally
appeared the above-named Maurie Clark and acknow-
ledged the foregoing instrument to be his voluntary act and deed.

Before me:

Jan Spinkbury
Notary Public for Oregon

My commission expires: March 12, 1980



Owners of Unit 5

Wilfred Jossy
Geraldine L. Jossy

STATE OF OREGON)
) ss.
County of Multnomah)

On this 28 day of April, 1976, personally appeared the above-named Wilfred and Geraldine L. Jossy and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Jan Finisburg
Notary Public for Oregon

My commission expires: MARCH 12, 1980

BOOK OF RECORDS 7 20 1976

BOOK 1116 PAGE 324

D.S. Edwards
Margaret A. Edwards

Owners of Unit 6

STATE OF OREGON)
) ss.
County of Multnomah)

On this 28 day of April, 1976, personally
appeared the above-named D.S. Edwards and Margaret A. Edwards
and acknowledged the foregoing instrument to be their voluntary
act and deed.

Before me:

Jean Salisbury
Notary Public for Oregon

My commission expires: March 12, 1980



BOOK 1116 PAGE 325

David W. Browning
Doris E. Browning

Owners of Unit 9

STATE OF OREGON)
) ss.
County of Multnomah)

On this 18 day of May, 1976, personally
appeared the above-named David W. and Doris E. Browning
and acknowledged the foregoing instrument to be their voluntary
act and deed.

Before me:

Jean Salsbery
Notary Public for Oregon

My commission expires: MARCH 12, 1980

1976
7 20
BOOK OF RECORDS

MORTGAGEE'S CONSENT

BOOK 1116 PAGE 326

The undersigned, being the holder of mortgages or beneficiary of Trust Deeds of Units 1,5,9 in Riverpoint hereby consents to the within amendment.

BENJ. FRANKLIN FEDERAL SAVINGS & LOAN ASSN.

By Darrell F. Smith

STATE OF OREGON)
) ss.
County of)

On this 26 day of May, 1976, personally appeared before me Darrell F. Smith who, being duly sworn, did say that he is the Vice-President of Benj. Franklin a 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.

Jean Salisbury
Notary Public for Oregon
My commission expires: March 12, 1980

BOOK OF RECORDS 7 20 1976

MORTGAGEE'S CONSENT

BOOK 1116 PAGE 327

The undersigned, being the holder of mortgages or beneficiary of Trust Deeds of Units 7, 8, 10, 11, 12 in Riverpoint, hereby consents to the within amendment.

Bancorp Management Advisers, Inc.

By P. F. Bechen

STATE OF OREGON)
) ss.
County of)

On this 30th day of April, 1976, personally appeared before me Peter F. Bechen who, being duly sworn, did say that he is the President of Bancorp Management Advisers, Inc., a corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be its voluntary act and deed.

Bernice Fredricks
Notary Public for Oregon
My commission expires: 3-10-80

BOOK OF RECORDS 7 20 1976

MORTGAGEE'S CONSENT

BOOK 1116 PAGE 328

The undersigned, being the holder of mortgages or beneficiary of Trust Deeds of Units #3, in Riverpoint, hereby consents to the within amendment.

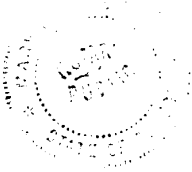
Department of Veterans' Affairs

By Elmo M. Mills

STATE OF OREGON)
) ss.
County of Washington)

On this 12 day of May, 1976, personally appeared before me Elmo M. Mills who, being duly sworn, did say that he is the Assistant Director of the Dept of Veterans' Affairs and that said instrument was signed in behalf of said ~~Department~~ ^{department} by authority of its board of directors; and ~~he~~ acknowledged said instrument to be its voluntary act and deed.

Walter Lombardi
Notary Public for Oregon
My commission expires: July 16, 1979



RECORDED & INDEXED

BOOK 1116 PAGE 329

391839

STATE OF OREGON
Multnomah County

Director, Department of Administration
within instrument of writing was received for record
of said county at

JUL 20 2 42 PM '76
RECORDING SECTION
ADMIN. BLDG., OREGON
MULTNOMAH CO.

In Book 1116 Page 329
witness my hand and seal of office this 20th day of July 1976

By *[Signature]*
County Clerk

After recording, please return to:
Edward L. Ruiz
#300 The Union Town
5331 S.W. Hazardous Ave.
Portland, Oregon 97201

45

BOOK 1300 PAGE 619

AMENDMENT TO DECLARATION SUBMITTING
PHASE 1 OF RIVERPOINT TO OREGON UNIT
OWNERSHIP LAW AND SUPPLEMENTAL DECLARATIONS
SUBMITTING PHASES 2 AND 3 OF RIVERPOINT TO
OREGON UNIT OWNERSHIP LAW

On July 7, 1975 a Declaration Submitting Phase 1 of Riverpoint to Oregon Unit Ownership Law was recorded in Book 1049 of the Records of Deeds of Multnomah County, Oregon, at page 1210. Thereafter, supplemental declarations were recorded submitting Phases 2 and 3 of Riverpoint to Oregon Unit Ownership Law. In accordance with the provisions of ORS 91.578(2) the Association of Unit Owners of Riverpoint wishes to designate a person other than the one named in the declarations to receive service of process in cases provided in ORS 91.578(1).

NOW, THEREFORE, the above-described declarations are hereby amended to designate Robert J. Kane, whose place of business within Multnomah County, Oregon, is #200 - The Water Tower, 5331 SW Macadam Avenue, Portland, Oregon 97201, as the person to receive service of process in cases provided in subsection (1) of ORS 91.578.

ASSOCIATION OF UNIT OWNERS
OF RIVERPOINT

By David M. Browning
By Dorothy A. Sherman

CERTIFICATION

WE, being the duly elected Chairman and Secretary of the Association of Unit Owners of Riverpoint, do hereby certify that the person named in the within amendment was so designated by resolution duly adopted by the Association of Unit Owners of Riverpoint.

David W. Browning
Chairman
Dorothy J. Sheeran
Secretary

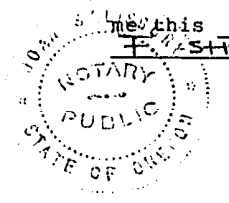
STATE OF OREGON
County of MULTNOMAH



The foregoing instrument was acknowledged before me this 10th day of AUGUST, 1978 by DAVID BROWNING.

Jean Salisbury
Notary Public for Oregon
My commission expires: Mar. 12, 1980

STATE OF OREGON
County of MULTNOMAH



The foregoing instrument was acknowledged before me this 10th day of AUGUST, 1978 by DOROTHY J. SHEERAN.

Jean Salisbury
Notary Public for Oregon
My commission expires: Mar. 12, 1980

The foregoing amendment to declaration is approved this 6th day of October, 1978.

by Ernest M. ...
Multnomah County Tax Assessor

1978

6

10

BOOK OF RECORDS

BOOK 1300 PAGE 621

The foregoing amendment to declaration is approved
this 24th day of August, 1978.

GORDON W. BURBEE,
Real Estate Commissioner

By GMB



ISSUED

BOOK 1300 PAGE 622

79632

STATE OF OREGON }
Multnomah County }

I, Director, Department of Administration Services and Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recording in the records of said County.

1970 OCT -6 PM 4:32 DEED

RECORDING SECTION
MULTNOMAH CO. OREGON

1300 619

Witness my hand and seal of office affixed.

Director
Department of Administration
Services

Rec'd Deputy

After Recording, please return to:
John D. Gray & Robert J. Kar's, a partnership
DBA RIVERPOINT IV
Attention: Mrs. Faye McAllaster
#200 The Water Tower Building
5331 S W Macadam Avenue
Portland, Oregon 97201

900

AFTER RECORDING, RETURN TO:

Stoel Rives LLP
900 SW Fifth Avenue
Suite 2600
Portland, Oregon 97204
Attn: Howard M. Feuerstein

Multnomah County Official Records
R Weldon, Deputy Clerk

2012-011364



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**AMENDMENT TO DECLARATION OF
RIVERPOINT CONDOMINIUM**

THIS AMENDMENT TO DECLARATION OF RIVERPOINT CONDOMINIUM
is executed by **ASSOCIATION OF UNIT OWNERS OF RIVERPOINT** ("Association"),
whose address is 12550 SE 93rd Avenue, Suite 260, Clackamas, Oregon 97015.

RECITALS

A. Riverpoint is a condominium located in the City of Portland, Multnomah County, Oregon, established pursuant to Declaration Submitting Phase 1 of Riverpoint to Oregon Unit Ownership Law recorded July 7, 1975, in Book 1049 of the Records of Multnomah County, Oregon at Page 1210; Amendment to Declaration Submitting Phase 1 of Riverpoint to Oregon Unit Ownership Law recorded October 27, 1975, in Book 1069 at Page 305; Supplemental Declaration Submitting Phase 2 of Riverpoint to Oregon Unit Ownership Law recorded March 24, 1976 in Book 1084 at Page 639; Amendment to Supplemental Declaration Submitting Phase 2 of Riverpoint to Oregon Unit Ownership Law recorded April 4, 1976 in Book 1096 at Page 486; Amendment to Declaration Submitting Phase 1 of Riverpoint to Unit Ownership Law and Supplemental Declaration Submitting Phase 2 of Riverpoint to Oregon Unit Ownership Law recorded July 20, 1976 in Book 1116 at Page 314; Supplemental Declaration Submitting Phase 3 of Riverpoint to Oregon Unit Ownership Law recorded March 14, 1977 in Book 1163 at Page 1773; Amendment to Declaration Submitting Phase 1 of Riverpoint to Oregon Unit Ownership Law and Supplemental Declaration Submitting Phases 2 and 3 of Riverpoint to Oregon Unit Ownership Law recorded October 6, 1978 in Book 1300 at Page 619; Supplemental Declaration Submitting Phase 4 of Riverpoint to Oregon Unit Ownership Law recorded March 11, 1980 in Book 1425 at Page 1266; and Amendment to Declaration Submitting Phase 1 of Riverpoint to Unit Ownership Law and Supplemental Declaration Submitting Phases 2, 3 and 4 of Riverpoint to Oregon Unit Ownership Law recorded in Book 1761 at Page 2163 as Document No. 50106 (collectively, the "**Declaration**").

B. Riverpoint is a leasehold condominium established as a leasehold estate under a lease dated July 1, 1974 from John & Condon Properties to Macadam Investors Oreg. Ltd. recorded July 22, 1974 in Book 997 of the Records of Multnomah County, Oregon at Page 1437,

Chicago Title

7

as amended by First Amendment recorded June 13, 1975 in Book 1045 at Page 1968, Second Amendment recorded October 31, 1975 in Book 1079 at Page 477 and Third Amendment recorded February 8, 1978 in Book 1240 at Page 1259 (the "Lease").

C. Association is the association of unit owners established pursuant to the Declaration.

D. Association has acquired the fee title to the real property within Riverpoint described in the attached Exhibit A (the "Real Property") and the lessor's interest in the Lease with respect to the Real Property in accordance with the terms of the option to purchase contained within the Lease.

E. The unit owners have voted to amend the Declaration for the purpose of submitting the fee title interest in the Real Property to the provisions of the Oregon Condominium Act and converting Riverpoint into a fee simple condominium pursuant to ORS 100.102.

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

1. The Association, as owner of the fee title interest in the Real Property, hereby submits the fee title interest in the Real Property to the provisions of the Oregon Condominium Act, ORS Chapter 100.

2. The fee title interest in the Real Property shall be subject to the leasehold interests in the units as provided in ORS 100.103 until such time as the Association has conveyed the fee title interest in the individual unit to the lessee of the unit.

3. There are no encumbrances against the fee title interest securing the payment of money.

4. This amendment has been approved by at least 75 percent of the votes of the unit owners.

THIS AMENDMENT is executed by the Association as owner of the fee title interest in the Real Property and as the association of unit owners of Riverpoint.

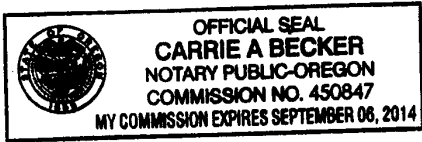
**ASSOCIATION OF UNIT OWNERS OF
RIVERPOINT**

By: William P. Apple
Chairperson

By: Charles R. Wood
Secretary

STATE OF OREGON)
)
COUNTY OF MULTNOMAH) ss

The foregoing instrument was acknowledged before me this 22nd day of December, 2011 by William P. Hutchison and Charles R. Wold, Chairperson and Secretary, respectively, of the Association of Unit Owners of Riverpoint, on its behalf.



Carrie A. Becker
Notary Public for Oregon
My Commission Expires:

CERTIFICATION

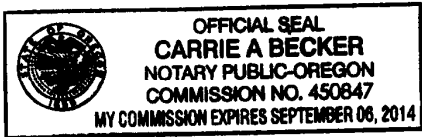
STATE OF OREGON)
)
COUNTY OF MULTNOMAH) ss

COME NOW William P. Hutchison and Charles R. Wold who now depose and say that they are the Chairperson and Secretary, respectively, of Association of Unit Owners of Riverpoint and that the within Amendment has been approved in accordance with the Declaration and ORS 100.135.

William P. Hutchison
Chairperson

Charles R. Wold
Secretary

Subscribed and sworn to before me this 22nd day of December, 2011.



Carrie A. Becker
Notary Public for Oregon
My Commission Expires:

The foregoing Amendment has been approved pursuant to the Oregon Condominium Act
this 1st day of February, 2012.

MULTNOMAH COUNTY ASSESSOR

By: 

The foregoing Amendment has been approved pursuant to ORS 100.110 this [↙]3rd day of
January, 2012, and in accordance with ORS 100.110~~(b)~~, this approval shall
automatically expire if this Amendment is not recorded within one (1) year from this date.

OREGON REAL ESTATE COMMISSIONER


By: 
Laurie Skillman

EXHIBIT A

Real Property

PARCEL I:

A tract of land lying in Section 15, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon:

Beginning at the intersection of the North line of Block 8, SOUTHERN PORTLAND, and the Easterly line of Macadam Avenue; thence South 87°54'25" East a distance of 240.35 feet to a point, said point being on the Easterly right of way line of the Southern Pacific Railroad; thence, following said railroad right of way, North 10°48'55" West a distance of 145.38 feet to a point, said point being the true point of beginning of a tract of land herein to be described; thence, following said railroad right of way, North 10°48'55" West a distance of 427.84 feet to a point; thence, leaving said Southern Pacific Railroad right of way, South 86°54'02" East a distance of 54.28 feet to a point; thence South 29°52'37" East a distance of 43.25 feet to a point; thence South 58°16'43" East a distance of 97.07 feet to a point; thence South 56°02'19" East a distance of 60.01 feet to a point; thence South 1°49'23" West a distance of 44.50 feet to a point; thence South 46°49'23" West a distance of 9.90 feet to a point; thence South 01°08'12" West a distance of 59.80 feet to a point; thence South 22°11'43" East a distance of 47.68 feet to a point; thence South 14°50'30" East a distance of 23.86 feet to a point; thence South 12°25'53" East a distance of 86.99 feet to a point; thence South 78°43'58" West a distance of 164.00 feet to the true point of beginning.

PARCEL II:

A tract of land lying in Section 15, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon:

Beginning at the intersection of the North line of Block 8, SOUTHERN PORTLAND, and the Easterly line of Macadam Avenue; thence South 87°54'25" East a distance of 240.35 feet to a point, said point being on the Easterly right of way line of the Southern Pacific Railroad and the true point of beginning of a tract of land herein to be described; thence, following said railroad right of way, North 10°48'55" West a distance of 145.38 feet to a point; thence, leaving said Southern Pacific Railroad right of way, North 78°43'58" East a distance of 164.00 feet to a point; thence South 19°18'59" East a distance of 77.19 feet to a point; thence South 27°15'37" East a distance of 125.44 feet to a point; thence South 78°43'58" West a distance of 194.17 feet to a point, said point being on the Easterly right of way line of SE Beaver Street; thence North 10°48'55" West a distance of 47.68 feet to a point, said point being on the North end of SW Beaver Street; thence, along the North end of SW Beaver Street, North 87°54'25" West a distance of 17.18 feet to the true point of beginning.

PARCEL III:

A tract of land lying in Section 15, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon:

Beginning at the intersection of the North line of Lot 7, RIVER LOTS, and the East right of way of SW Beaver Street, said point being the true point of beginning of a parcel of land herein to be described; thence, following said East right of way of SW Beaver Street, North $10^{\circ}48'55''$ West a distance of 251.93 feet to a point; thence, leaving said SW Beaver Street right of way, North $78^{\circ}43'58''$ East a distance of 194.17 feet to a point; thence South $27^{\circ}15'37''$ East a distance of 16.07 feet to a point; thence South $24^{\circ}22'52''$ East a distance of 74.64 feet to a point; thence South $14^{\circ}16'13''$ East a distance of 33.05 feet to a point; thence South $03^{\circ}19'49''$ East a distance of 48.56 feet to a point; thence South $11^{\circ}58'32''$ West a distance of 30.33 feet to a point; thence South $26^{\circ}18'21''$ West a distance of 30.47 feet to a point; thence South $68^{\circ}21'41''$ West a distance of 178.66 feet to a point; thence North $87^{\circ}43'11''$ West a distance of 6.43 feet to the true point of beginning.

Excepting therefrom any portion of the above described property lying East of the Easterly line, or South of the Southerly line of the plat of RIVERPOINT, Phase IV, Units 19-23 Condominium, as set forth on plat recorded March 11, 1980, Book 1213, Pages 27 through 29, Multnomah County Plat Records.

**AMENDMENT TO THE BYLAWS OF THE ASSOCIATION
OF UNIT OWNERS OF RIVERPOINT**

Pursuant to Article IX of the Bylaws of the Association of Unit Owners of Riverpoint and in accordance with the Oregon Condominium Act, Article II, Section 3 of the Bylaws is amended to read as follows:

ARTICLE II

MEETINGS OF ASSOCIATION

3. Annual Meetings. The annual meetings of the Association shall be held in the months of April, May or June 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 June then on the last Tuesday in June. 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.

We hereby certify that the above amendment to the Bylaws of the Association of Unit Owners of Riverpoint was adopted at a duly called meeting of the Association of Unit Owners by an affirmative vote of 75% or more of the owners of units within the condominium on the 29th day of September, 1994.

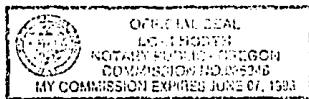
Martha C. Taylor
Chairperson

Margaret Sutherland
Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared Martha Taylor and Margaret Sutherland, who, being duly sworn, each for herself and not one for the other, did say that the former is the chairperson and that the latter is the secretary of the Association of Unit Owners of Riverpoint, and that said instrument was signed in behalf of the Association by authority of its unit owners; and each of them acknowledged said instrument to be its voluntary act and deed.

DATED this 27 day of October, 1994.



Lois Ruth **94 171032**
Notary Public for Oregon
My Commission Expires: 6/7/98

W

After recording return to:

L.A. Peters & Associates, Ltd.
P.O. Box 6469
Portland, Oregon 97228

STATE OF OREGON }
Multnomah County } ss.

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

94 NOV 21 AM 9:38

RECORDING SECTION
MULTNOMAH CO. OREGON

Vol/Page **94 171032** On Page

with my hand and seal of office affixed
Recorder of Conveyances

C. Swick
Deputy

RECEIVED OCT 28 1994

11-21-94

DECLARATION OF DELEGATION PURSUANT TO
DECLARATION OF PROTECTIVE COVENANTS FOR
JOHNS LANDING

THIS DECLARATION OF DELEGATION is made as of August 1, 1989 by GRAYCO RESOURCES, INC., successor to Macadam Investors, Oreg. Ltd. ("Developer"), the Developer under the Declaration of Protective Covenants for Johns Landing dated July 31, 1974 and recorded August 1, 1974 (the "Declaration"). Section 7.3 of the Declaration provides that within 15 years after recording of the Declaration Developer shall complete the delegation, conveyance and other assignment of all its interest in the private ways and common areas within Johns Landing (as defined in the Declaration), and all of Developer's powers and obligations under the Declaration with respect to Johns Landing, to the Johns Landing Owners Association. Such section further provides that any delegation pursuant to such section be in writing, executed by Developer and recorded in the Deed Records of Multnomah County, Oregon. The 15-year period expired on August 1, 1989.

NOW, THEREFORE, effective August 1, 1989, Developer hereby delegates, conveys and assigns to the Johns Landing Owners Association all of its interest in the private ways and common areas within Johns Landing, and all of Developer's powers and obligations under the Declaration with respect to Johns Landing.

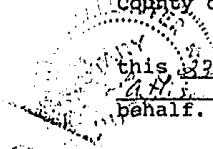
IN WITNESS WHEREOF, Developer has executed this Declaration as of the day and year first set forth above.

GRAYCO RESOURCES, INC.

By *Robert Weiss*
Its President

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument is acknowledged before me this 32nd day of October, 1989 by Robert Weiss of GRAYCO RESOURCES, INC., on its behalf.



John M. ...
Notary Public for Oregon

AFTER RECORDING, PLEASE RETURN TO: My commission expires: 9-18-91

Robert Weiss, President
Johns Landing Owners Assoc.
U.S. Bank Tower - Suite 2300
111 S.W. Fifth Avenue
Portland, Oregon 97204-3699

098708

WFFP139

STATE OF OREGON }
Multnomah County }
L, a Deputy for the Recorder of Conveyances, in and for Multnomah County, Oregon, do hereby certify that the within instrument was received for record and recorded in the record of said County
90 OCT 23 PM 1:23
RECORDING SECTION
MULTNOMAH CO. OREGON
In Book BOOK 2355 PAGE 1896
On Page
witness my hand and seal of office at this
Recorder of Conveyances
Ann Budna
Deputy

10-23-90

AMENDMENT TO THE BYLAWS OF THE ASSOCIATION
OF UNIT OWNERS OF RIVERPOINT

Pursuant to Article IX of the Bylaws of the Association of Unit Owners of Riverpoint and in accordance with the Oregon Condominium Act, Article III Sections 1, 2 & 3 of the Bylaws are amended to read as follows:

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) persons. All directors shall be owners or co-owners of units of the condominium.

2. Term of Office. Directors shall serve for a term of three years with one director being elected each year.

3. Initial Election. Initially, the terms of office of directors shall be staggered upon adoption of this section at the 1986 annual meeting in order to cause the terms of office of directors elected or serving at that time to expire in one, two, and three years. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality.

We hereby certify that the above amendment to the Bylaws of the Association of Unit Owners of Riverpoint was adopted at a duly called meeting of the Association of Unit Owners by an affirmative vote of 75% or more of the owners of units within the condominium on the 19th day of February, 1986.

Al C Dandy
Chairman

John S. Turner
Treasurer

Martha C. Taylor
Secretary

JUL 15 1986

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared Alan C. Goudy and Martha Taylor
and himself and not one for the other, did say that the former is
the chairman and the latter is the secretary of the
Association of Unit Owners of Riverpoint, and that said
instrument was signed in behalf of the Association by authority
of its unit owners, and each of them acknowledged
said instrument to be its voluntary act and deed.

DATED this 1st day of April, 1986.



[Signature]
Notary Public for Oregon
My Commission Expires: 9.12.87

The foregoing Amendment to the Bylaws is approved pursuant to
ORS 94.152 this 16th day of June, 1986.

MORELLA LARSEN
Real Estate Commissioner

By Alberta Rosthke

Please return to:
Barker & Calkins, Inc.
3216 S. E. Milwaukie
Portland, OR 97202

054037

STATE OF OREGON
Multnomah County

1. County for the Recorder of Commerce, in and by
the County for the Recorder of Commerce, in and by
the County for the Recorder of Commerce, in and by
the County for the Recorder of Commerce, in and by

1986 JUL 15 AM 9 05

RECORDING SECTION
MULTNOMAH CO. OREGON

On Page
BOOK 1920 PAGE 1345

Recorder of Commerce

M. Burns
Deputy

JUL 15 1986

Amendment to the Bylaws of the Johns Landing Owners Association,
Article IV, Section 1.

Article IV, Section 1 is amended to read as follows:

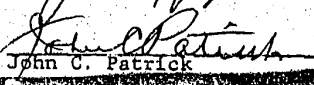
Section 1 - Number and Qualification

The affairs of the Association shall be governed by an eight-member Board of Directors composed of persons who are members of the Association. The Board shall be comprised of two owners from each of the following condominiums within Johns Landing:

Bankside
Riveridge
Riverpoint
Riverwind

We, Joel Coffey, President of the Johns Landing Owners Association, and John C. Patrick, Secretary of the said Association, do certify that the above amendment to the Bylaws of the Johns Landing Owners Association was adopted by the members of the Association, in accordance with the provisions of the Bylaws, at a duly called Annual Meeting of the Association held on March 12, 1986.


Joel Coffey


John C. Patrick

We, Joel Coffey, President of the Johns Landing Owners Association, and John C. Patrick, Secretary of the said Association, do certify that the above amendment to the Bylaws of the Johns Landing Owners Association was adopted by the members of the Association, in accordance with the provisions of the Bylaws, at a duly called Annual Meeting of the Association held on March 12, 1986.

Joel Coffey
Joel Coffey

John C. Patrick
John C. Patrick

BOOK 1902 PAGE 1375

STATE OF OREGON)
County of Multnomah) ss.

On this 8th day of April, 1986, personally appeared before me Joel Coffey, who, being duly sworn, did say that he is President of the Johns Landing Owners Association, a corporation, and that the said instrument was signed in behalf of said corporation; and he acknowledged said instrument to be their voluntary act and deed.

[Signature]
Notary Public
My commission expires 7-12-87

STATE OF OREGON)
County of Multnomah) ss.

On this 10th day of April, 1986, personally appeared before me John C. Patrick, who, being duly sworn, did say that he is Secretary of the Johns Landing Owners Association, a corporation, and that the said instrument was signed in behalf of said corporation; and he acknowledged said instrument to be their voluntary act and deed.

[Signature]
Notary Public
My commission expires 7-12-87

Please return to:
Barker & Calkins, Inc.
3216 SE Milwaukie
Portland, OR 97202

32006

STATE OF OREGON
Multnomah County

1986 APR 30 AM 10:03

RECORDS SECTION
MULTNOMAH COUNTY, OREGON

In Book BOOK 1902 PAGE 1374

Witness my hand and seal of office at this
Recorder of Conveyances

M. Burned

APR 30 1986

AMENDMENT TO THE BYLAWS OF THE ASSOCIATION
OF UNIT OWNERS OF RIVERPOINT

Pursuant to Article IX of the Bylaws of the Association of Unit Owners of Riverpoint and in accordance with the Oregon Condominium Act, Article VII Section 1 of the Bylaws is amended to read as follows:

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 any plumbing fixtures, water heaters, fans, lighting fixtures, fireplaces, refrigerators, dishwashers, ranges or other appliances that may be in or connected with his unit, windows, window frames, doors and door frames and all other fixtures and improvements within the boundaries of his unit.

(b) General common elements.

(i) Except as set forth in part (a) of this section, and subparagraph (ii) below, all maintenance repairs and replacements to the general common elements shall be made by the Association and shall be charged to all the unit owners as a common expense.

(ii) Roofs. The Association shall repair and replace all roofs and shingles, however, all replacement of built-up flat roof areas shall be charged by the Association only to the unit owners of the units in the building in which the roof is being replaced. The cost of such roof replacement shall be divided by the Association between the owners of each

building based upon the ratio of each unit's percentage interest in the general common elements.

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

(d) Johns Landing common areas and private ways. All common areas and private ways under the Johns Landing Declaration within the property shall be maintained by developer or the Johns Landing Owners Association pursuant to the Johns Landing Declaration.

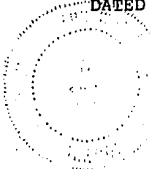
We hereby certify that the above amendment to the Bylaws of the Association of Unit Owners of Riverpoint was adopted at a duly called meeting of the Association of Unit Owners by an affirmative vote of 75% or more of the owners of units within the condominium on the ___ day of _____, 1985.

Alan C. Goudy
Chairman
James P. Whittemore
Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared Alan C. Goudy and James P. Whittemore, who, being duly sworn, each for himself and not one for the other, did say that the former is the chairman and that the latter is the secretary of the Association of Unit Owners of Riverpoint, and that said instrument was signed in behalf of the Association by authority of its unit owners; and each of them acknowledged said instrument to be its voluntary act and deed.

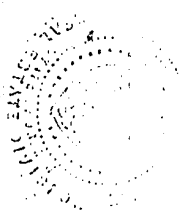
DATED this 9th day of April, 1985.



David Joseph W. [Signature]
Notary Public for Oregon
My Commission Expires: 7-12-87

JUN 13 1985

The foregoing Amendment to the Bylaws is approved pursuant to ORS 94.152 this 30th day of May, 1985.



MORELLA LARSEN
Real Estate Commissioner

By Steen F. Murphy

Please return to:
Barker & Calkins, Inc.
3216 SE Milwaukie
Portland, OR 97202

40035

STATE OF OREGON }
Multnomah County }

I, a Deputy for the Recorder of Commissioners, in and for said County, do hereby certify that this within instrument of said County was received for record and recorded in the records of said County.

1985 JUN 13 AM 10:24
RECORDING SECTION
MULTNOMAH CO. OREGON

In Book 1830 On Page 227

witness my hand and seal of office this 13th day of June 1985
Recorder of Commissioners

M Burns
Deputy

13

JUN 13 1985

AMENDMENT TO DECLARATION SUBMITTING PHASE I OF RIVERPOINT
TO UNIT OWNERSHIP LAW AND SUPPLEMENTAL DECLARATIONS
SUBMITTING PHASES 2, 3 and 4 of RIVERPOINT
TO OREGON UNIT OWNERSHIP LAW

The unit owners of Riverpoint wish to assume responsibility for replacement of roofs on the separate buildings housing their condominiums with the units in each building paying for the roof replacement as each building requires new roofs;

NOW, THEREFORE, the undersigned being at least 75% of the unit owners of Riverpoint hereby agree that Paragraph 8.1 of the Declaration Submitting Phase 1 of Riverpoint to Oregon Unit Ownership Law (recorded in Multnomah County Records Book 1049, page 1210), Paragraph 8.1 of the Supplemental Declaration Submitting Phase 2 of Riverpoint to Oregon Unit Ownership Law (recorded in Multnomah County Records, Book 1094, Page 636), Paragraph 8.1 of Supplemental Declaration Submitting Phase 3 of Riverpoint to Oregon Unit Ownership Law (recorded in Multnomah County Records, Book 1163, Page 1773) and Paragraph 8.1 of Supplemental Declaration Submitting Phase 4 of Riverpoint to Oregon Unit Ownership Law (recorded in Multnomah County Records, Book 1425, Page 1266) all as amended by that amendment recorded in Book 1761, Page 2163, are further amended to read as follows:

"8.1 (a) The common profits derived from and the common expenses of the general 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 general common elements. However, unit owners individually shall be responsible for maintenance and repair of windows, window frames, doors and door frames to their units and such maintenance and repairs shall not be a common expense.

(b) Notwithstanding Subsection (a) above, the Association shall repair and replace all roofs and shingles, however, all replacement of built-up flat roof areas shall be charged by the Association only to the unit owners of the units in the building in which the roof is being replaced. The cost of such roof replacement shall be divided by the Association between the owners of each building based upon the ratio of each unit's percentage interest in the general common elements.

We hereby certify that the above amendment to the Declarations Submitting Phase 1, 2, 3 and 4 of Riverpoint to the Oregon Unit Ownership Law was adopted by more than 75% of the owners of units within the condominium.

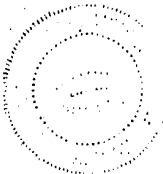
Alan C. Goudy
Chairman

James P. Whittemore
Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared Alan C. Goudy and James P. Whittemore, who, being duly sworn, each for himself and not one for the other, did say that the former is the chairman and that the latter is the secretary of the Association of Unit Owners of Riverpoint, and that said instrument was signed in behalf of the Association by authority of its unit owners; and each of them acknowledged said instrument to be its voluntary act and deed.

DATED this 9th day of April, 1985.



Joseph W. ...
Notary Public for Oregon
My Commission Expires: 7-12-87

JUN 13 1985

The foregoing Amendment to the Declaration is approved pursuant to ORS 94.036 this 30th day of May, 19 85.

MORELLA LARSEN
Real Estate Commissioner

By Stan F. Mayhew



Please return to:
Barker & Calkins, Inc.
3216 SE Milwaukie
Portland, OR 97202

40034

STATE OF OREGON }
Multnomah County }

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

1985 JUN 13 AM 10:24

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book 1830 On Page 224

witness my hand and seal of office at said
Recorder of Conveyances

M. Burnett
Deputy

13

JUN 13 1985

AMENDMENT TO THE BYLAWS OF THE ASSOCIATION
OF UNIT OWNERS OF RIVERPOINT

Pursuant to Article IX of the Bylaws of the Association of Unit Owners of Riverpoint and in accordance with the Oregon Condominium Act, Article VII, Section 1 of the Bylaws is amended to read as follows:

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 any plumbing fixtures, water heaters, fans, lighting fixtures, fireplaces, refrigerators, dishwashers, ranges or other appliances that may be in or connected with his unit, windows, window frames, doors and door frames and all other fixtures and improvements within the boundaries of his unit.

(b) General common elements. Except as set forth in part (a) of this section, all maintenance repairs and replacements to the general common elements shall be made by the Association and shall be charged to all the unit owners as a common expense.

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

50107

(d) Johns Landing common areas and private ways. All common areas and private ways under the Johns Landing Declaration within the property shall be maintained by developer or the Johns Landing Owners Association pursuant to the Johns Landing Declaration.

We hereby certify that the above amendment to the Bylaws of the Association of Unit Owners of Riverpoint was adopted at a duly called meeting of the Association of Unit Owners by an affirmative vote of 75% or more of the owners of units within the condominium on the 16th day of February, 1984.

Donna L. Bruce
Chairman

James P. Whittemore
Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared Donna G. Bruce and James P. Whittemore, who, being duly sworn, each for himself and not one for the other, did say that the former is the chairman and that the latter is the secretary of the Association of Unit Owners of Riverpoint, and that said instrument was signed in behalf of the Association by authority of its unit owners; and each of them acknowledged said instrument to be its voluntary act and deed.

DATED this 24 day of April, 1984.

David Joseph Justus
Notary Public for Oregon
My Commission Expires: 9/12/87

The foregoing Amendment to the Bylaws of the Association of Unit Owners is approved pursuant to ORS 94.152 this 10th day of July, 1984.

MORELLA LARSEN
Real Estate Commissioner

By Barbara Kay

50107

After Recording Return to:

CHARLES R. WILLIAMSON
ATTORNEY AT LAW
620 S.W. YAMHILL SUITE 1001
PORTLAND, OREGON 97204
(503) 227-8784

50107

STATE OF OREGON }
Multnomah County }

ss.

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

1984 JUL 18 AM 10:43

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book 1761 On Page 2166

witness my hand and seal of office affixed

Recorder of Conveyances

on Butera
Deputy

CGOX 1761 PAGE 2168

50107

9

JUL 18 1984

AMENDMENT TO DECLARATION SUBMITTING PHASE 1 OF RIVERPOINT
TO UNIT OWNERSHIP LAW AND SUPPLEMENTAL DECLARATIONS
SUBMITTING PHASES 2, 3 AND 4 OF RIVERPOINT
TO OREGON UNIT OWNERSHIP LAW

The unit owners of Riverpoint individually wish to assume responsibility for ownership and maintenance of their own exterior windows and doors.

NOW, THEREFORE, the undersigned being at least 75% of the unit owners of Riverpoint hereby agree that Paragraph 8.1 of the Declaration Submitting Phase 1 of Riverpoint to Oregon Unit Ownership Law (recorded in Multnomah County Records Book 1049, Page 1210), Paragraph 8.1 of the Supplemental Declaration Submitting Phase 2 of Riverpoint to Oregon Unit Ownership Law (recorded in Multnomah County Records, Book 1094, Page 639), Paragraph 8.1 of Supplemental Declaration Submitting Phase 3 of Riverpoint to Oregon Unit Ownership Law (recorded in Multnomah County Records, Book 1163, Page 1773) and Paragraph 8.1 of Supplemental Declaration Submitting Phase 4 of Riverpoint to Oregon Unit Ownership Law (recorded in Multnomah County Records, Book 1425, Page 1266) are amended to read as follows:

"8.1 The common profits derived from and the common expenses of the general 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 general common elements. However, unit owners individually shall be responsible for maintenance and repair of windows, window frames, doors and door frames to their units and such maintenance and repairs shall not be a common expense."

50106

We hereby certify that the above amendment to the Declarations Submitting Phase 1, 2, 3 and 4 of Riverpoint to the Oregon Unit Ownership Law was adopted by more than 75% of the owners of units within the condominium.

Donna G. Bruce
Chairman

James P. Whittemore
Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared Donna G. Bruce and James P. Whittemore, who, being duly sworn, each for himself and not one for the other, did say that the former is the chairman and that the latter is the secretary of the Association of Unit Owners of Riverpoint, and that said instrument was signed in behalf of the Association by authority of its unit owners; and each of them acknowledged said instrument to be its voluntary act and deed.

DATED this 24 day of April, 1984.

Joseph J. [Signature]
Notary Public for Oregon
My Commission Expires: 7/12/87

The foregoing Amendment to the Declarations is approved pursuant to ORS 94.036 this 10th day of July, 1984.

MORELLA LARSEN
Real Estate Commissioner

By Barbara Kang

50106

BOOK 1761 PAGE 2165

50106

STATE OF OREGON }
Multnomah County } ss.

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

1984 JUL 18 AM 10:43

RECORDER OF CONVEYANCES
MULTNOMAH CO. OREGON

In Book _____ On Page _____

1761 2163

witness my hand and seal of office aforesaid

Recorder of Conveyances

em Burtis
Deputy

After Recording Return to:

CHARLES R. WILLIAMSON
ATTORNEY AT LAW
520 S.W. TAMMILL SUITE 1001
PORTLAND, OREGON 97204
(503) 227-9784

RECEIVED
MAY 08 1984
REAL ESTATE DIV.
SALEM, OREGON

50106

JUL 18 1984

3 - 11 - 80

BOOK 1425 PAGE 1267

phases. Phase 3 of Riverpoint was submitted to the Oregon Unit Ownership Law by a supplemental declaration recorded March 14, 1977 in Book 1163 at page 1773.

As a part of Johns Landing, Riverpoint is subject to the Declaration of Protective Covenants for Johns Landing. Developer is the lessee of the property included within Riverpoint pursuant to a lease dated July 1, 1974 in which John & Condon Properties is the lessor. Such lease has an initial term of 77 years, expiring on June 30, 2051 and contains an option to purchase anytime between June 30, 1996 and the end of the term. Macadam Investor's leasehold estate in the real property described in Exhibit "A" to this declaration has been assigned to Developer, together with the right to annex such property to Riverpoint.

The purpose of this supplemental declaration is to submit Developer's leasehold estate in Phase 4 of Riverpoint to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law, and to annex such phase to Riverpoint.

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 "Declaration Submitting Phase 1 of Riverpoint to Oregon Unit Ownership Law" shall mean that certain document

3 - 11 - 80

BOOK 1425 PAGE 1268

dated May 22, 1975, recorded July 7, 1975 in Volume 1049 of the Records of Deeds of Multnomah County, Oregon at page 1210, as amended.

1.2 Incorporation by Reference. Except as otherwise provided in this declaration each of the terms defined in Section 1 of Declaration Submitting Phase 1 of Riverpoint to Oregon Unit Ownership Law shall have the meanings set forth in such section 1, including those definitions incorporated therein by reference.

2. PROPERTY SUBMITTED. The property submitted to the Oregon Unit Ownership Law hereunder is held by the Developer and conveyed by it in leasehold estate pursuant to the terms of the Lease. Upon the filing of this declaration, each unit owner will be entitled to certain nonexclusive easements within Johns Landing as provided in the Johns Landing Declaration. The land submitted hereunder, being Phase 4 of Riverpoint, 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.

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

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BOOK 1425 PAGE 1269

4. UNITS.

4.1 General Description of Buildings. Phase 4 of Riverpoint consists of one building containing five units, plus two garage buildings. The dwelling building has two stories and is of wood frame construction without basement and has concrete foundations, flat roof, ceilings and walls of gypsum board, underground utility service, and wooden decks.

4.2 General Description, Location and Designation of Units. Phase 4 consists of a total of five units. The dimensions, designation and location of each unit in Phase 4 is shown in the plat or site plan and floor plans filed simultaneously herewith and made a part of this declaration as if fully set forth herein (hereinafter called "the plans"). 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 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.

4

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PORTLAND

3 - 11 - 80

BOOK 1425 PAGE 1270

5. GENERAL COMMON ELEMENTS. Each unit will be entitled to a percentage ownership interest in the general common elements determined by the ratio by which the approximate area of the particular unit bears to the total approximate area of all units combined, as shown on Exhibit "C" attached hereto. The general common elements consist of the following:

5.1 The land, pathways, driveways, fences, grounds, parking areas and garage structures, except the interior of such garages, which are 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 Outside stairs, entrances and exits, and the exterior surfaces of decks.

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

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

3 - 11 - 80

BOOK 1425 PAGE 1271

6.1 The interior surfaces of garages and the air spaces encompassed thereby, which shall pertain to the unit whose number they bear, except that garage space 19a and 20a shall pertain to Units 19 and 20 respectively. Garage spaces 19 and 20 in Phase 3 initially pertained to Unit 14. Garage space 19 shall hereafter pertain to Unit 19 and garage space 20 shall hereafter pertain to Unit 13 in Phase 3. In any case, any garage space may be transferred so as to pertain to a different unit by an amendment executed by the owner and any mortgagee of the unit to which the garage 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.

6.2 All patios, fenced courtyards, and decks, except for the outside exterior surface of decks, each of which shall pertain to the unit which it adjoins.

7. USE OF PROPERTY. Each unit is to be used as a single family dwelling. Additional limitations on use are contained in the Lease, the Johns Landing Declaration, and the Bylaws of the Association of Unit Owners of Riverpoint filed herewith. Each unit owner shall be bound by each of the terms, conditions, limitations and provisions contained in such documents, including the requirement to pay rent as set forth in the Lease and the easements reserved in favor

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MAR 1 1980

PORTLAND

3 - 11 - 80

BOOK 1425 PAGE 1272

of other owners within Johns Landing with respect to those portions of the property which are designated as common areas or private ways in the Johns Landing Declaration.

8. COMMON PROFITS AND EXPENSES; VOTING.

8.1 The common profits derived from and the common expenses of the general 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 general 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 50 percent or more 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 91.635 is ROBERT J. KANE and his place of business within Multnomah County, Oregon, is #200 - The Water Tower, 5331 SW Macadam, Portland, Oregon 97201.

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

3 - 11 - 80

BOOK 1425 PAGE 1273

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 all holders of first mortgages or beneficiaries of first deeds of trust of units in the condominium must be obtained for the following:

11.1 The removal of the property from unit ownership, except when such removal is by operation of ORS 91.587(2) in the case of substantial loss to the units and common elements;

11.2 The partition or subdivision of any unit or of the common elements; or

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PORTLAND

3 - 11 - 80

BOOK 1425 PAGE 1274

11.3 A change in the percentage interests in the common elements of the unit owners.

12. ADOPTION OF BYLAWS, APPOINTMENT OF INTERIM BOARD AND DESIGNATION OF MANAGER. The owner of each unit in Phase 4 of Riverpoint shall be a member of the Association of Unit Owners of Riverpoint and subject to the bylaws of such association. The original bylaws of the association were filed of record with the Declaration Submitting Phase 1 of Riverpoint to Oregon Unit Ownership Law. At the same time, Developer appointed 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.

13. PLAN OF DEVELOPMENT. Proposed Phase 5 of Riverpoint has been incorporated within Phase 4. Accordingly, Phase 4 is the final phase of development of Riverpoint and no additional phases will be added.

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PORTLAND

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BOOK 1425 PAGE 1275

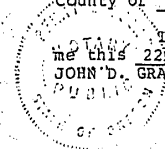
IN WITNESS WHEREOF, Riverpoint IV has caused this declaration to be executed this 22nd day of August, 1978

RIVERPOINT IV, a partnership

By [Signature]
John D. Gray

By [Signature]
Robert J. Kane

STATE OF OREGON
County of Clackamas



The foregoing instrument was acknowledged before me this 22nd day of August, 1978 by JOHN D. GRAY, partner on behalf of RIVERPOINT IV, a partnership.

[Signature]
Notary Public for Oregon
My commission expires: 6/23/80

STATE OF OREGON
County of Clackamas



The foregoing instrument was acknowledged before me this 22nd day of August, 1978 by ROBERT J. KANE, partner on behalf of RIVERPOINT IV, a partnership.

[Signature]
Notary Public for Oregon
My commission expires: 6/23/80

MAR 1 1980

PORTLAND

3 - 11 - 80

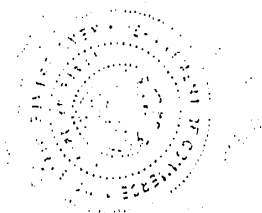
BOOK 1425 PAGE 1276

The foregoing declaration is approved this 11th
day of March, 1980
Samuel R. Paul
Assessor and Tax Collector
for Multnomah County

The foregoing declaration is approved this 17th
day of March, 1980

WILLIAM F. GWINN,
Real Estate Commissioner

By Barbara Kang



MAR 11 1980

PORTLAND

3 - 11 - 80

BOOK 1425 PAGE 1277

EXHIBIT A

TO

SUPPLEMENTAL DECLARATION SUBMITTING PHASE 4 OF RIVERPOINT

TO

OREGON UNIT OWNERSHIP LAW

A parcel of land being a portion of River Lots 1, 2, 3, 4 and 5, Southern Portland, located in Section 15, Township 1 South, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, more particularly described as follows:

Beginning at a point on the easterly line of S.W. Beaver Avenue, said point also being the southwesterly corner of Riverpoint Phase III, Units 13 to 18 Condominium, recorded in Book 1207, Pages 28 to 30 plat records of said county; thence along the south line of said condominium plat North $79^{\circ}29'10''$ East, 105.16 feet; thence North $67^{\circ}59'30''$ East, 21.37 feet; thence North $75^{\circ}37'40''$ East, 9.69 feet; thence North $57^{\circ}27'40''$ East, 66.17 feet; thence leaving said condominium plat and running South $25^{\circ}03'22''$ East, 4.35 feet; thence South $25^{\circ}47'42''$ East, 36.55 feet; thence South $21^{\circ}26'22''$ East, 29.50 feet; thence South $13^{\circ}56'28''$ East, 30.03 feet; thence South $06^{\circ}16'34''$ East, 23.49 feet; thence South $00^{\circ}33'35''$ East, 24.09 feet; thence South $11^{\circ}31'53''$ West, 29.50 feet; thence South $27^{\circ}37'42''$ West, 30.41 feet; thence South $54^{\circ}33'30''$ West, 38.54 feet to a point on the south line of said River Lot 5, Southern Portland; thence along said South line of River Lot 5, Southern Portland, North $87^{\circ}53'14''$ West along said lot line 147.29 feet to the said easterly right of way line of S.W. Beaver Avenue; thence along said S.W. Beaver Avenue right of way North $10^{\circ}48'55''$ West, 151.16 feet to the point of beginning.

SUBJECT TO an easement to be granted to the public for access to the waterfront pathway pursuant to Agreement between John and Condon Properties, Macadam Investors, Oreg. Ltd., the City of Portland and the State of Oregon dated June 17, 1974 and recorded April 28, 1975, in Book 1037 of the Multnomah County Deed Records at page 1485, which access easement shall be located upon the following described portion of the above parcel:

A strip of land 9 feet in width located within 15 feet of the south boundary of the above parcel.

17985

PORTLAND

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3 - 11 - 80

BOOK 1425 PAGE 1278

EXHIBIT B

TO

SUPPLEMENTAL DECLARATION SUBMITTING PHASE 4 OF RIVERPOINT

TO

OREGON UNIT OWNERSHIP LAW

<u>UNIT</u>	<u>DESIGN PLAN</u>	<u>APPROXIMATE AREA IN SQUARE FEET</u>
19	M	4160
20	N	3390
21	O	3957
22	P	3026
23	Q	4263

17985

MAR 1 11980

PORTLAND

3 - 11 - 80

EXHIBIT C

BOOK 1425 PAGE 1279

TO

SUPPLEMENTAL DECLARATION SUBMITTING PHASE 4 OF RIVERPOINT

TO

OREGON UNIT OWNERSHIP LAW

Percentage Interest in General Common Elements
of Each Unit in Phases 1, 2, 3 and 4
at Final Stage of Development

<u>UNIT</u>	<u>PHASE 4</u>
1	3.491
2	4.257
3	4.608
4	4.806
5	3.746
6	4.360
7	4.478
8	4.411
9	3.701
10	3.797
11	4.489
12	5.261
13	3.257
14	2.833
15	2.833
16	2.833
17	2.833
18	3.257
19	6.806
20	5.546
21	6.473
22	4.950
23	6.974
	<hr/>
	100.000

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PORTLAND

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