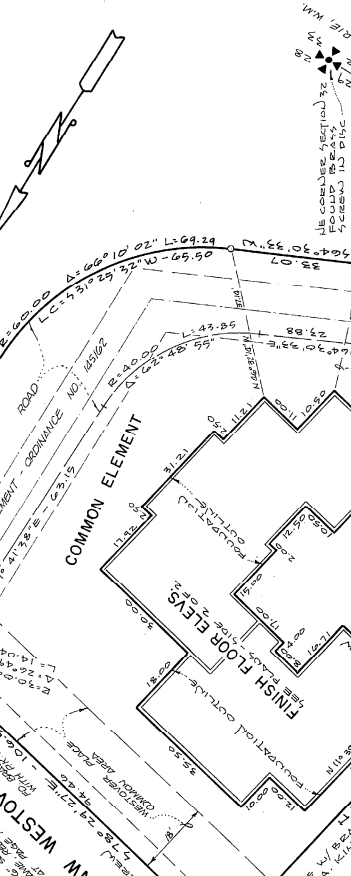


SURVEYOR'S CERTIFICATE

1. G. ROBERT TAYLOR, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT I HAVE CORRECTLY SURVEYED AND PLACED THESE MONUMENTS, THE 2" x 3" GALVANIZED IRON PIPE, 2" x 3" GALVANIZED IRON PIPE, 2" x 3" GALVANIZED IRON PIPE, 2" x 3" GALVANIZED IRON PIPE, AND THE INITIAL POINT 147.7' WAS USED AS THE BASIS FOR ALL BEARINGS AND THIS MAP.



0.557 ACRES
WILSEY & HAM
PORTLAND, OREGON
NOVEMBER 1978
SCALE 1" = 20'

BASIS OF BEARINGS
RECORD OF SURVEY BY TAYLOR, DATED OCTOBER 17, 1977, WAS USED AS THE BASIS FOR ALL BEARINGS ON THIS MAP.

REGISTERED PROFESSIONAL LAND SURVEYOR
G. Robert Taylor
OREGON LAND SURVEYOR
G. ROBERT TAYLOR
1937

DECLARATION
I, Alexander Creighton, VICE PRESIDENT - GENERAL MANAGER,
ALEXANDER CREIGHTON - VICE PRESIDENT - GENERAL MANAGER,
COUNTY OF MULTNOMAH, OREGON,
DO HEREBY MAKE, ESTABLISH AND DECLARE THE ABOVE MAP OF THE TERRACES CONDOMINIUM, PORTLAND, OREGON, TO BE THE FINAL MAP OF THE SAID CONDOMINIUM, AND THAT THE SAID CONDOMINIUM IS A COMMON-LAW CONDOMINIUM, AS PARTICULARLY DESCRIBED IN THE SURVEYORS CERTIFICATE, HERETO ADJURED AND THEY HAVE TAKEN OATH AND SOLEMNLY SWORN TO THE TRUTH OF THE FOREGOING STATEMENTS AND THAT THE SAID MAP WAS PREPARED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 91.012 OF THE OREGON REVISED STATUTES, "VESTOVSSE LAND CORPORATIONS."

NOTARY PUBLIC IN AND FOR OREGON
MY COMMISSION EXPIRES 2-6-82

ACKNOWLEDGEMENT
STATE OF OREGON
COUNTY OF MULTNOMAH S.Y.
BE IT REMEMBERED THAT ON THIS 12th DAY OF February, 1978, BEFORE ME, A NOTARY PUBLIC AND AN OFFICER OF SAID COUNTY, PERSONALLY APPEARED Alexander Creighton, VICE PRESIDENT - GENERAL MANAGER, and Mary Alexander, VICE PRESIDENT - GENERAL MANAGER, of the ALEXANDER CREIGHTON - VICE PRESIDENT - GENERAL MANAGER, COUNTY OF MULTNOMAH, OREGON, and they acknowledged to me that they executed the foregoing instrument and that the execution of the same was for the purposes and consideration therein expressed.

APPROVALS
ALL TAXES, ASSESSMENTS, FEES OR OTHER CHARGES AS PROVIDED BY O.R.S. 21-578 HAVE BEEN PAID AS OF April 9, 1978.
James C. Dygala
RECORDER - LAUNDRY OF ASSESSMENT & TAXATION
MULTNOMAH COUNTY, OREGON
APPROVED THIS 12th DAY OF APRIL, 1978
MULTNOMAH COUNTY RECORDER
BY James C. Dygala

APPROVED THIS 20 DAY OF MARCH, 1978
CITY OF PORTLAND - BUREAU OF BUILDINGS
BY James C. Dygala

THE TERRACES CONDOMINIUM

SIDE 1 OF 2
A CONDOMINIUM LOCATED IN THE NE 1/4 OF SECTION 32, T.1N., R.1E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON
NOVEMBER 1978

0.557 ACRES
WILSEY & HAM
PORTLAND, OREGON
NOVEMBER 1978
SCALE 1" = 20'

BASIS OF BEARINGS
RECORD OF SURVEY BY TAYLOR, DATED OCTOBER 17, 1977, WAS USED AS THE BASIS FOR ALL BEARINGS ON THIS MAP.

REGISTERED PROFESSIONAL LAND SURVEYOR
G. Robert Taylor
OREGON LAND SURVEYOR
G. ROBERT TAYLOR
1937

DECLARATION
I, Alexander Creighton, VICE PRESIDENT - GENERAL MANAGER,
ALEXANDER CREIGHTON - VICE PRESIDENT - GENERAL MANAGER,
COUNTY OF MULTNOMAH, OREGON,
DO HEREBY MAKE, ESTABLISH AND DECLARE THE ABOVE MAP OF THE TERRACES CONDOMINIUM, PORTLAND, OREGON, TO BE THE FINAL MAP OF THE SAID CONDOMINIUM, AND THAT THE SAID CONDOMINIUM IS A COMMON-LAW CONDOMINIUM, AS PARTICULARLY DESCRIBED IN THE SURVEYORS CERTIFICATE, HERETO ADJURED AND THEY HAVE TAKEN OATH AND SOLEMNLY SWORN TO THE TRUTH OF THE FOREGOING STATEMENTS AND THAT THE SAID MAP WAS PREPARED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 91.012 OF THE OREGON REVISED STATUTES, "VESTOVSSE LAND CORPORATIONS."

NOTARY PUBLIC IN AND FOR OREGON
MY COMMISSION EXPIRES 2-6-82

ACKNOWLEDGEMENT
STATE OF OREGON
COUNTY OF MULTNOMAH S.Y.
BE IT REMEMBERED THAT ON THIS 12th DAY OF February, 1978, BEFORE ME, A NOTARY PUBLIC AND AN OFFICER OF SAID COUNTY, PERSONALLY APPEARED Alexander Creighton, VICE PRESIDENT - GENERAL MANAGER, and Mary Alexander, VICE PRESIDENT - GENERAL MANAGER, of the ALEXANDER CREIGHTON - VICE PRESIDENT - GENERAL MANAGER, COUNTY OF MULTNOMAH, OREGON, and they acknowledged to me that they executed the foregoing instrument and that the execution of the same was for the purposes and consideration therein expressed.

APPROVALS
ALL TAXES, ASSESSMENTS, FEES OR OTHER CHARGES AS PROVIDED BY O.R.S. 21-578 HAVE BEEN PAID AS OF April 9, 1978.
James C. Dygala
RECORDER - LAUNDRY OF ASSESSMENT & TAXATION
MULTNOMAH COUNTY, OREGON
APPROVED THIS 12th DAY OF APRIL, 1978
MULTNOMAH COUNTY RECORDER
BY James C. Dygala

APPROVED THIS 20 DAY OF MARCH, 1978
CITY OF PORTLAND - BUREAU OF BUILDINGS
BY James C. Dygala

THE TERRACES CONDOMINIUM (PHASE I)

A CONDOMINIUM LOCATED IN THE NE 1/4 OF SECTION 32, T.1N., R.1E., W.M., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON
 NOVEMBER 1978

WILSEY & HAM
 PORTLAND, OREGON
 4-2491-0101

0.557 ACRES

SIDE 2 OF 2

BENCHMARK

CITY OF PORTLAND BENCHMARK, DE 43, ELEVATION 1.21617 (CITY OF PORTLAND DATUM), LOCATED AT THE CORNER OF W. 1ST AND W. 1ST AVE. AT THE INTERSECTION OF W. 1ST AVE. AND W. 1ST AVE. AT THE INTERSECTION OF W. 1ST AVE. AND W. 1ST AVE.

CONSTRUCTION NOTES

- 1) ALL WALLS ARE 6-3/8 FEET IN THICKNESS.
- 2) 'G' INDICATES LIMITED COMMON ELEMENT FOR GARAGE, NUMBER INDICATES FOR WHICH UNIT.

ENGINEER'S CERTIFICATE

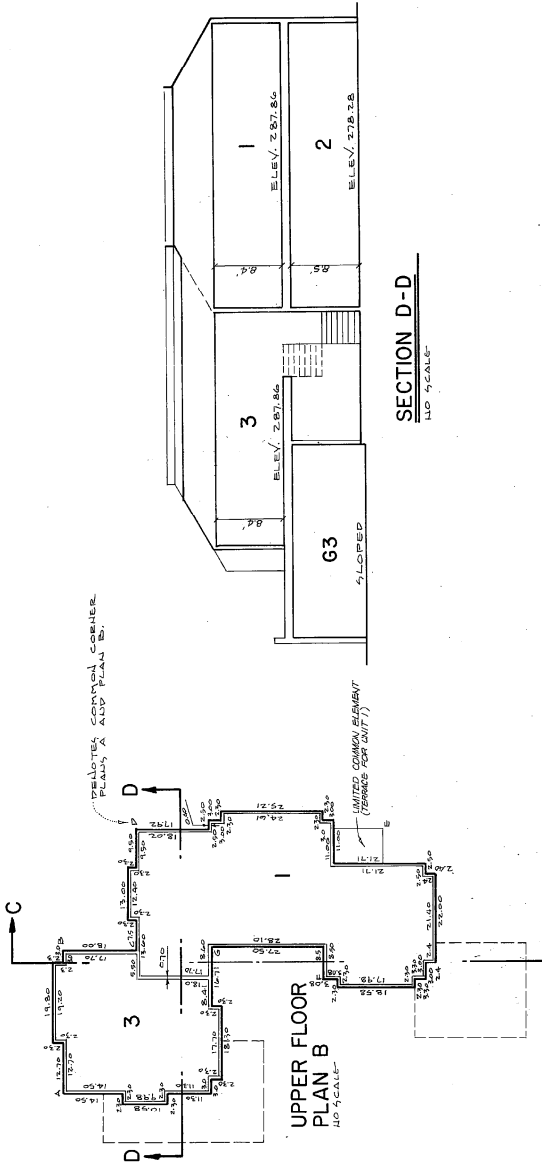
I, **ERRY M. PALMER**, A REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS OF THE TERRACES CONDOMINIUM FULLY AND ACCURATELY DEPICT THE SUBSTANTIAL CONSTRUCTION AND THE IMPROVEMENTS THEREON AS SHOWN ON THE FLOOR PLANS AND THAT THE IMPROVEMENTS DEPICTED ON THE FLOOR PLANS AND PLAT WERE COMPLETED PRIOR TO FEBRUARY 22, 1979.

SUBSCRIBED TO AND SWORN TO BEFORE ME THIS 22ND DAY OF FEBRUARY, 1979.

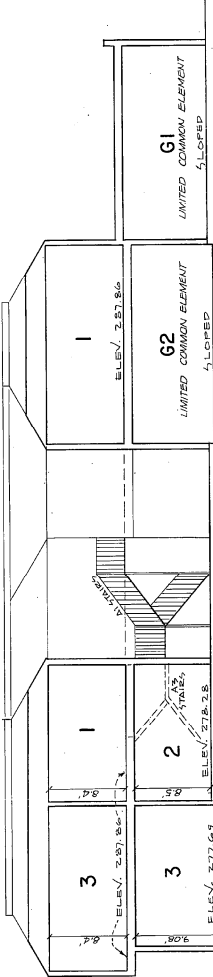
ERRY M. PALMER
 NOTARY PUBLIC FOR THE STATE OF OREGON
 MY COMMISSION EXPIRES 2-16-82.



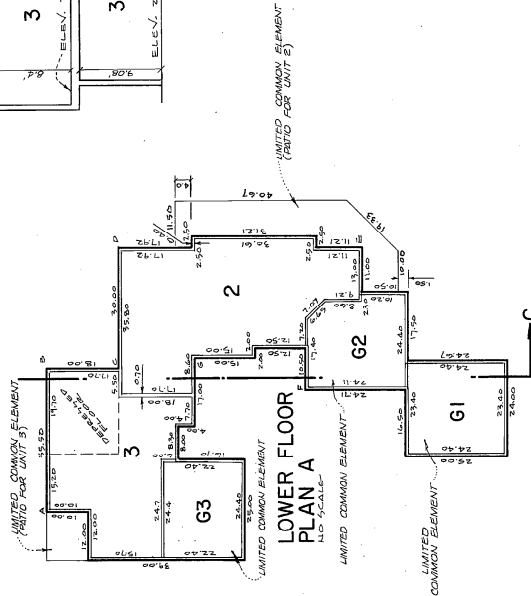
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE TERRACES CONDOMINIUM.



SECTION D-D
 1/8" SCALE



SECTION C-C
 1/8" SCALE



12/12
 12-13
 9-4-79
 T-11-7-2

4-1-80

AMENDMENT TO DECLARATION SUBMITTING PHASE 1
OF THE TERRACES CONDOMINIUM TO OREGON UNIT
OWNERSHIP LAW AND SUPPLEMENTAL DECLARATION
SUBMITTING PHASE 2 OF THE TERRACES CONDO-
MINIUM TO OREGON UNIT OWNERSHIP LAW

BOOK 1430 PAGE 1369

THIS AMENDMENT is made and executed as of this 21ST
day of February, 1980, by WESTOVER LAND CORP., an Oregon corpo-
ration, hereinafter called "Developer," and by all other owners
of units in Phases 1 and 2 of The Terraces Condominium, a condo-
minium established under the provisions of the Oregon Unit Owner-
ship 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 The Terraces Condominium was submitted to
the Oregon Unit Ownership Law pursuant to Declaration Submitting
Phase 1 of The Terraces Condominium to Oregon Unit Ownership Law
dated July 9, 1979 and recorded September 4, 1979 in Book 1379 of
the Records of Deeds of Multnomah County, Oregon, at page 1572
(hereinafter referred to as "Phase 1 Declaration"). Phase 2 of
The Terraces Condominium was submitted to the Oregon Unit Owner-
ship Law pursuant to Supplemental Declaration Submitting Phase 2
of The Terraces Condominium to Oregon Unit Ownership Law, recorded
on September 27, 1979 in Book 1386 of the Records of Deeds of
Multnomah County, Oregon, at page 1037, referred to herein as
"Phase 2 Declaration."

The Phase 1 Declaration and Phase 2 Declaration provide
that the proposed Phase 4 would not contain more than two units,

24065

APR 1 1980

PORTLAND

4 - 1 - 80

BOOK 1430 PAGE 1370

and the total number of units within the condominium would not exceed 36. The Unit Owners now wish to amend the Phase 1 and Phase 2 Declarations to provide that the proposed Phase 4 would not contain more than three units to be annexed to The Terraces Condominium, so that The Terraces Condominium may consist of not more than five phases containing not more than 37 units.

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

1. Maximum Number of Units. Phases 1 and 2 contain a total of 15 units. Proposed Phase 3 would contain not more than 16 units; proposed Phase 4 would contain not more than three units; and proposed Phase 5 would contain not more than three units, for a total of not more than 37 units in the condominium.

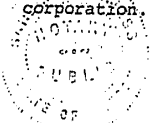
IN WITNESS WHEREOF, the Unit Owners have caused this amendment to be executed as of the day and year first set forth above.

WESTOVER LAND CORP., an Oregon corporation

STATE OF OREGON)
) ss.
County of Multnomah)

By Howard R. Baker
West. President

On this 21 day of February, 1980, the foregoing instrument was acknowledged before me by Howard R. Baker of WESTOVER LAND CORP., an Oregon corporation, on behalf of the corporation.



Sandra G. Niess
Notary Public for Oregon
My commission expires: 7-24-82

2 - AMENDMENT TO DECLARATION

PORTLAND

24065

APR 1 1980

4 - 1 - 80

BOOK 1430 PAGE 1371

OWNER OF UNIT 11: Helen M. Starr
Helen M. Starr

OWNER OF UNIT 12: Francis B. Sheasgreen
Francis B. Sheasgreen

OWNER OF UNIT 13: Evelyn C. Johnson
Evelyn C. Johnson

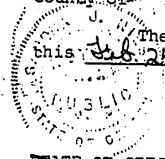
Karen E. Carey
Karen E. Carey
Patrick Carey
Patrick Carey
husband and wife

OWNER OF UNIT 14: Warren J. Rosenfeld
Warren J. Rosenfeld

OWNER OF UNIT 15: Virginia M. Goodwin
Virginia M. Goodwin

STATE OF OREGON)
County of _____) ss: _____

The foregoing instrument was acknowledged before me
this July 24, 1980 by HELEN M. STARR.



Sandra J. Tiers
Notary Public for Oregon
My commission expires: 7-24-82

STATE OF OREGON)
County of _____)

The foregoing instrument was acknowledged before me
this _____, 1980 by FRANCIS B. Sheasgreen

Notary Public for Oregon
My commission expires:

3 - AMENDMENT TO DECLARATION

24065

APR 1 1980

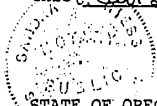
PORTLAND

4 - 1 - 80

STATE OF OREGON)
County of) ss.

BOOK 1430 PAGE 1372

The foregoing instrument was acknowledged before me
this Feb. 29, 1980 by EVELYN C. JOHNSON.



Sandra J. Niess
Notary Public for Oregon
My commission expires: 7-24-82

STATE OF OREGON)
County of) ss.

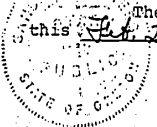
The foregoing instrument was acknowledged before me
this Feb. 28, 1980, 1980 by KAREN E. Carey and PATRICK Carey
husband and wife.



Sandra J. Niess
Notary Public for Oregon
My commission expires: 7-24-82

STATE OF OREGON)
County of) ss.

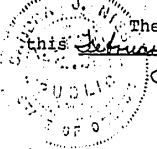
The foregoing instrument was acknowledged before me
this Feb. 29, 1980 by WARREN J. ROSENFELD.



Sandra J. Niess
Notary Public for Oregon
My commission expires: 7-24-82

STATE OF OREGON)
County of) ss.

The foregoing instrument was acknowledged before me
this February 25, 1980 by VIRGINIA M. GOODWIN.



Sandra J. Niess
Notary Public for Oregon
My commission expires: 7-24-82

4 - AMENDMENT TO DECLARATION

PORTLAND

24065

APR 1 1980

4 - 1 - 80

BOOK 1430 PAGE 1373

OWNER OF UNIT 11: Helen M. Starr
Helen M. Starr

OWNER OF UNIT 12: Francis B. Sheagreen
Francis B. Sheagreen

OWNER OF UNIT 13: _____
Evelyn C. Johnson

Karen E. Carrey

Patrick Carrey
husband and wife

OWNER OF UNIT 14: _____
Warren J. Rosenfeld

OWNER OF UNIT 15: Virginia M. Goodwin
Virginia M. Goodwin

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me
this Feb 24, 1980 by HELEN M. STARR.

Sandra J. Tross
Notary Public for Oregon
My commission expires: 7-24-82

HAWAII
STATE OF ~~OREGON~~)
County of MAUI)

The foregoing instrument was acknowledged before me
on this MAR 3, 1980 by FRANCIS B. SHEAGREEN.

R. T. H.
Notary Public for ~~Oregon~~ Hawaii
My commission expires: 2-27-83

3 - AMENDMENT TO DECLARATION

PORTLAND

24065

APR 1 1980

4 - 1 - 80

BOOK 1430 PAGE 1374

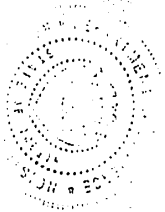
The foregoing Amendment is approved this 1st day of April, 1980.

George M. ...
Assessor and Tax Collector
for Multnomah County

The foregoing Amendment is approved by the Real Estate Commissioner of the State of Oregon this 31st day of March, 1980.

WILLIAM F. GWINN
Real Estate Commissioner

By *Barbara Kanz*



24065

STATE OF OREGON }
Multnomah County

Records, Department of Admin-
istration Services and Recorder of Conveyances, in and
for said County, do hereby certify that record and
returning in the record of _____
of said County at

1980 APR - 1 PM 1:17

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book 1430 On Page 1369
witness my hand and seal of office this _____

Director of Administration
Services

P. ...
Deputy

5 - AMENDMENT TO DECLARATION

24065

APR 1 1980

PORTLAND

5-27-80

THE TERRACES CONDOMINIUM BOOK 1443 PAGE 2306

Amendment Transferring Garage Spaces

THIS AMENDMENT is made and executed this 18th day of April, 1980, by WESTOVER LAND CORPORATION, an Oregon corporation, hereinafter called "Declarant."

Declarant is the owner of Units 2 and 4 of The Terraces Condominium, a condominium located in the City of Portland, Multnomah County, Oregon. Pursuant to the Declaration Submitting Phase 2 of The Terraces Condominium to Oregon Unit Ownership Law, recorded September 27, 1979, in Volume 1386 of the Deed Records of Multnomah County, at page 1037 and amended by instrument recorded April 1, 1980, in Volume 1430 of Deed Records of Multnomah County, Oregon at page 1369, garage space numbers 8, 19, 20, 21, 23, 24 and 25 are limited common elements pertaining to Unit 2.

The above-described declaration provides that any such garage space which is a limited common element may be transferred so as to pertain to a different unit by an amendment to the declaration 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 such garage space is being transferred. Declarant, as owner of Units 2 and 4, wishes to reassign and convey garage space numbers 8, 19, 20, 21, 23, 24 and 25 from Unit 2 to Unit 4.

RECEIVED
MAY 14 1980
REAL ESTATE DIV.
SAINT JOSEPH

40820

PORTLAND

MAY 27 1980

5-27-80

BOOK 1443 PAGE 2307

NOW, THEREFORE, Declarant hereby amends the above-described declaration for the purpose of reassigning and conveying garage space numbers 8, 19, 20, 21, 23, 24 and 25 from Unit 2 to Unit 4, so that the same shall hereafter be a limited common element for the exclusive use of Unit 4.

WESTOVER LAND CORPORATION, an Oregon corporation

By [Signature]



STATE OF OREGON
County of Multnomah

The foregoing instrument was acknowledged before me this 18th day of April, 1980 by C. Alexander of Westover Land Corporation, an Oregon corporation, on behalf of the corporation.

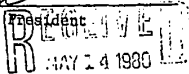
[Signature]
Notary Public for Oregon
My commission expires: 10/6/81

MORTGAGEE'S CONSENT

UNITED STATES NATIONAL BANK OF OREGON, a national banking association, as holder of mortgages on the affected units, hereby consents to the above transfer.

UNITED STATES NATIONAL BANK OF OREGON

By [Signature]
Assistant Vice President



STATE OF OREGON
County of Multnomah

The foregoing instrument was acknowledged before me this 9th day of May, 1980 by Alan D. Black Assistant Vice President of United States National Bank of Oregon, a national banking association, on its behalf.

[Signature]
Notary Public for Oregon
My commission expires: 1/28/83

PORTLAND

40820

MAY 27 1980

5-27-80

BOOK 1443 PAGE 2308

The foregoing amendment transferring garage spaces is approved this 27th day of May, 1980.

Garrett M. Paul
Multnomah County Assessor

The foregoing amendment transferring garage spaces is hereby approved by the Real Estate Commissioner of the State of Oregon this 27th day of May, 1980.

WILLIAM F. GWINN, Real Estate Commissioner

By *Barbara Kang*



STATE OF OREGON }
Multnomah County } ss.
Director, Department of Administration Services and Records for said County, do hereby certify that the within foregoing instrument was received for record and recorded in the records of said County at
MAY 27 11 2 54
MULTNOMAH COUNTY
In Book 1443 On Page 2306
without my hand and seal of office signed
Department of Administration Services
m. *Barbara* Deputy

RECORDED
MAY 24 1980
REAL ESTATE DIV.
SALEM, OREGON

40820

3

40820

0501

PORTLAND

MAY 27 1980

9-2-80

BOOK 1466 PAGE 340

DECLARATION OF ANNEXATION
TO WESTOVER PLACE

Dated: April 15, 1980

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 "private area" for the purposes of the Westover Place Covenants.

66745

SEP 2 1980

9-2-80

BOOK 1466 PAGE 341

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 *[Signature]*

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.



[Signature]
Notary Public for Oregon
My commission expires: 10/16/81

66745

SEP 2 1980

9-2-80

BOOK 1466 PAGE 342

EXHIBIT "A"

TO DECLARATION OF ANNEXATION TO WESTOVER PLACE

Phase 3

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° 83' 50" W 48.44 feet; thence N 67° 44' 45" W 26.79 feet; thence N 54° 52' 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 68.34 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 121.19 feet to the initial point and point of beginning.

66745

SEP 2 1980

9-2-80

BOOK 1466 PAGE 343

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 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 88° 36' 33" East 44.56 feet; 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° 27' 23" East 54.00; thence North 88° 36' 33" East 29.43' to the initial point and point of beginning.

66745

SEP 2 1980

9-2-80

DCOX146S PAGE 344

66745

66745

AFTER RECORDING RETURN TO:
APRIL OLBRIK
STOEL RIVES BOLEY FRASER & WYSE
900 SW Fifth Avenue - Suite 2300
Portland, OR 97204

In Reply, Please Refer to File No. _____
144 347D
with my hand and seal of office affixed.
Director of Registration
M. Burns
Rec-17 Deposit

RECORDING SECTION
MULTNOMAH CO. OREGON

1980 SEP -2 AM 11:05

Director, Department of Admin-
istration Services and Recorder of Counties, within
this County, do hereby certify that the foregoing
has been received for record and
recorded in the record of _____
of said County at _____

STATE OF OREGON
Multnomah County

55

SEP 2 1980

9-17-80

RECEPTION RECORD 71028 RECORDED IN BOOK 1469 PAGE 207A

PLAT NAME The Terraces Condominiums

PLAT BOOK 1213 PLAT PAGE(S) 90, 91, 92, 93

FIRST PARTY Kestover Land Corporation

J. Alexander Creighton - Vice President & General Manager

DATE OF RECORDING 9-17-80

TIME OF RECORDING 11:39 A.M.

FEE OF RECORDING \$ 10.00

PLAT BOOK 1213 PLAT PAGE(S) 90, 91, 92, 93

71029

SEP 17 1980

9-17-80

SURVEYOR'S CERTIFICATE

I, G. ROBERT TAYLOR, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE ANNEXED MAP OF "THE TERRACES CONDOMINIUM" (PHASE III) AND AT THE INITIAL POINT I SET A 2"x36" LONG GALVANIZED IRON PIPE 6 INCHES BELOW THE SURFACE OF THE GROUND SAID POINT BEING LOCATED WEST 30.34 FEET AND SOUTH 235.92 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 N 75° 59' 27" E 167.49 FEET; THENCE S 60° 02' 33" W 85.28 FEET; THENCE N 34° 00' 51" W 48.75 FEET; THENCE N 61° 44' 45" W 48.75 FEET; THENCE N 74° 23' 27" W 111.56 FEET TO A POINT PROVIDED BY 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 PLAT THE 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 115.19 FEET; THENCE 5 42° 31' 23" E 115.19 FEET; THENCE N 88° 36' 33" E 115.19 FEET TO THE INITIAL POINT AND POINT OF BEGINNING. 40.30 FEET; THENCE N 88° 36' 33" E 115.19 FEET TO THE INITIAL POINT AND POINT OF BEGINNING.

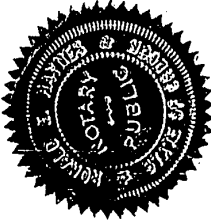
SUBSCRIBED TO AND SWORN TO BEFORE ME THIS 6th DAY OF August, 1980.

Ronald E. Haynes
 NOTARY PUBLIC IN AND FOR OREGON
 MY COMMISSION EXPIRES 6/15/84

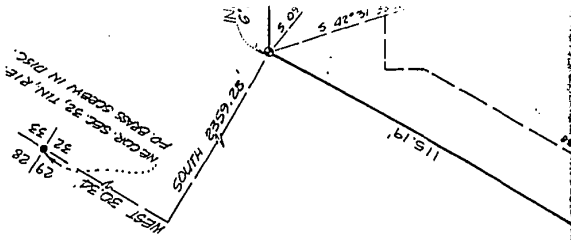
APPROVALS

ALL TAXES, ASSESSMENTS, FEES OR OTHER CHARGES AS PROVIDED BY O.R.S. 91-512 HAVE BEEN PAID AS OF 9-4-80

DIRECTOR OF ASSESSMENT AND TAXATION,
 MULTNOMAH COUNTY, OREGON



REGISTERED PROFESSIONAL LAND SURVEYOR
 G. ROBERT TAYLOR
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SUPPLEMENTAL DECLARATION SUBMITTING
PHASE 3 OF THE TERRACES CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 15th day of April, 1980, by WESTOVER LAND CORPORATION, an Oregon corporation, hereinafter called "Developer."

By document dated July 9, 1979, entitled Declaration Submitting Phase 1 of The Terraces Condominium to Oregon Unit Ownership Law, Developer created a condominium known as The Terraces Condominium, which is located in the development known as "Westover Place" in the City of Portland, Multnomah County, Oregon. The purpose of this supplemental declaration is to submit Phase 3 of The Terraces Condominium to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law, and to annex such phase to The Terraces Condominium.

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 Terraces 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 "Phase 1 Declaration" means that instrument dated July 9, 1979 and recorded September 4, 1979 in Book 1379 of the Records of Deeds of Multnomah County, Oregon, at page 1572, as supplemented by Supplemental Declaration Submitting Phase 2 of The Terraces Condominium to Oregon Unit Ownership Law, dated July 9, 1979 and recorded September 27, 1979 in Book 1386 of such records at page 1037, both amended by instrument dated February 21, 1980 and recorded April 1, 1980, in Book 1430, page 1369, of such Deed Records.

1.4 "plans" means the plat or site plan and floor plans of Phase 3 of The Terraces Condominium, recorded simultaneously with the recording of this declaration.

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1.5 "The Westover Place Declaration" means that instrument dated July 9, 1979, recorded August 8, 1979, in Book 1373 of the Records of Deeds of Multnomah County, Oregon at page 500, and Declaration of Annexation to Westover Place dated April 15, 1980 and recorded September 2, 1980, in Book 1466 of the Records of Deeds of Multnomah County, Oregon, at page 340.

1.6 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, being Phase 3 of The Terraces Condominium, 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. All of Phase 3 of The Terraces Condominium is a private area for purposes of the Westover Place Declaration.

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

4. UNITS.

4.1 General Description of Buildings. Phase 3 contains four buildings of dwelling units. One building is three stories without basement, and three buildings are four stories with underground garage structures. All buildings are of wood frame construction with concrete foundation, exterior of a combination of stucco and cedar siding, and tile and part built-up roof.

4.2 General Description, Location and Designation of Units. Phase 3 consists of a total of 16 units. The dimensions, designation and location of each unit in Phase 3 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.

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4.3 Boundaries of Units. Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, skylights, 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 general common elements determined by the ratio by which the approximate area of the particular unit plus its limited common element entry court, patio or terrace and garage space bears to the total approximate area of all units and such limited common elements combined, as is more particularly described in Section 13.4 below. "Extra" garage spaces, which will initially be assigned to Unit 4, will not be included for purposes of computing percentage interests. 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 The perimeter surfaces of entry courts, patios and 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 entry courts, patios and terraces, except for the outside perimeter surfaces thereof, each of which shall pertain to the unit which it adjoins.

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6.2 Garage parking spaces and areas, including storage areas within garages, 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.

6.3 The two elevators serving Units 19 through 22 and Units 23 through 31, which shall pertain in equal proportions to Units 19 through 22 and Units 23 through 31, respectively.

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 Developer hereby reserves an easement for ingress and egress over all roadways and driveways within Phase 3 of The Terraces Condominium. Such easement shall be for the benefit of and shall run with the ownership of the entire remainder of the property described in Exhibit A to the Westover Place Declaration and each and every portion thereof.

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 ORS 91.578, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects

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are not corrected within 90 days subsequent to receipt of such notice, then the mortgagee or beneficiary, upon written notice to the registered agent that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a mortgage or deed of trust on all business coming before such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

8. COMMON PROFITS AND EXPENSES; VOTING.

8.1 The common profits derived from and the common expenses of the common elements shall 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. The costs of maintaining the limited common element elevator, however, shall be charged equally to the units to which the elevator pertains.

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 Howard R. Baker 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

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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 13.4 and 14, any change in the prorata interest or obligations of any individual unit for (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. The owner of each unit in Phase 3 of The Terraces Condominium shall be a member of the Association of Unit Owners of The Terraces Condominium and subject to the bylaws of such association. The original bylaws were filed of record with the Phase 1 Declaration. 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

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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. 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. PLAN OF DEVELOPMENT. Pursuant to Section 13 of the Phase 1 Declaration, Developer proposes to develop the condominium in up to five phases. By filing this declaration, Developer hereby submits Phase 3 to the condominium form of ownership. Developer reserves the right to add two additional phases to the condominium and to annex such additional phases by filing supplements to such declaration pursuant to ORS 91.518. Developer may change the order in which such additional phases are annexed to the condominium.

13.1 Maximum Number of Units. Phases 1, 2 and 3 contain a total of 31 units. Proposed Phase 4 would contain not more than three units, and proposed Phase 5 would contain not more than three units, for a total of not more than 37 units in the condominium.

13.2 Expiration Date No additional phase may be added more than seven years after the filing of the Phase 1 Declaration.

13.3 Additional Common Elements. Developer does not propose to include in Phases 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, 2 and 3.

13.4 Percentage Interest in Common Elements. The percentage interest in the common elements of units in Phases 1, 2 and 3 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 supplemental declaration and after the annexation of the proposed Phases 4 and 5 is attached hereto as Exhibit C.

14. RELOCATION OF BOUNDARIES. The owner or owners of any two adjoining units may apply to the board of directors of the Association for permission to change the sizes of

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their units by adjusting the common wall between the two units or to consolidate the two units into one unit by deleting the common wall. Any such application shall identify the units involved, state any reallocations of common element interests, voting rights, common expense liability and right to common profits. The board of directors shall approve the change unless it determines that the reallocations are unreasonable or that the relocation or deletion will impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium. The change shall be effective upon recording in the appropriate records of Multnomah County, Oregon, of amendments to the declaration and floor plans setting forth the change, executed by the owners and mortgagees or trust deed beneficiaries of the affected units and certified to by the chairman and secretary of the Association, together with any governmental approvals required by law. All costs in connection with such amendments shall be paid by the applicants.

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 the last phase of the condominium and so long as Developer owns 20 percent or more of the units in the condominium, but no such consent shall be required after seven years after the date of recording of the Phase I Declaration. Except as provided in Section 13, no amendment may change the size, location, percentage interest in the general common elements, share of common profits or expenses, or voting power of any unit unless such amendment has been approved by the owners of the affected unit and the holders of any mortgage or trust deed on such unit. 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 Deed Records of Multnomah County.

16. SEVERABILITY. Each provision of this declaration and the bylaws shall be deemed independent and severable, and

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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 15th day of April, 1980.

WESTOVER LAND CORPORATION

By [Signature]

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 Pres./Gen. Manager of Westover Land Corporation, 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.

[Signature]
Notary Public for Oregon
My Commission expires: 10/16/81

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]

STATE OF OREGON)
)ss.
County of Multnomah)

On this 20th day of June, 1980, personally appeared before me Harry E. Mangan,

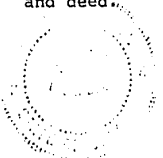
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who, being duly sworn, did say that he is the Senior Vice President of United States National Bank of Oregon, and that said instrument was signed in behalf of said national banking association by authority of its board of directors; and he acknowledged 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 _____ day of _____, 19__.

Assessor and Tax Collector
for Multnomah County

The foregoing Declaration and Bylaws, attached hereto are approved this 10th day of September, 1980.



WILLIAM F. GWINN, Real Estate
Commissioner

By *[Signature]*

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EXHIBIT "A"

TO DECLARATION SUBMITTING PHASE 3 OF
THE TERRACES CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

Phase 3

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° 52' 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.

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EXHIBIT "B" DUWR1469 PAGE 2090

TO DECLARATION SUBMITTING PHASE 3
OF THE TERRACES CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

Unit	Garage Space	Design Plan	Square Footage			Total
			Dwelling	Porch/ Terrace	Garage	
16	39	C-4-A	2630	350	480	3460
17	40&45	C-4-B	2070	120	460	2650
18	41	C-4-C	1070	234	220	1524
19	46&59	C-5-A	2430	420	400	3250
20	47&60	C-5-B	2430	115	400	2945
21	48&61	C-5-C	2430	115	400	2945
22	49&62	C-5-D	2538	0	400	2938
23	58&71	C-6-A	2855	335	400	3590
24	50&63	C-6-B	1915	298	400	2613
25	52&64	C-6-C	1935	90	400	2425
26	53&65	C-6-D	2590	253	400	3243
27	51&70	C-6-E	2397	264	400	3061
28	54&66	C-7-A	2755	566	400	3721
29	55&67	C-7-B	2660	88	400	3148
30	56&68	C-7-C	2660	88	400	3148
31	57&69	C-7-D	2816	0	400	3216
TOTALS			38181	3336	6360	47877

1. Garage spaces 42, 43 and 44 and "extra" garage spaces are initially assigned to Unit 4.

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EXHIBIT "C"

TO DECLARATION SUBMITTING PHASE 3 OF
THE TERRACES CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

Minimum Percentage Interest in General
Common Elements of Each Unit at Each
Proposed State of Development

<u>Unit</u>	<u>Phase 3</u>	<u>Phases 4 and 5</u>
1	3.450	3.028
2	3.169	2.781
3	3.604	3.163
4	3.860	3.387
5	2.986	2.620
6	2.784	2.443
7	3.009	2.641
8	4.080	3.580
9	3.600	3.159
10	3.600	3.159
11	2.118	1.859
12	2.118	1.859
13	1.441	1.265
14	2.465	2.163
15	2.303	2.021
16	4.004	3.514
17	3.067	2.692
18	1.764	1.548
19	3.762	3.301
20	3.409	2.991
21	3.409	2.991
22	3.400	2.984
23	4.155	3.646
24	3.024	2.654
25	2.807	2.463
26	3.753	3.294
27	3.543	3.109
28	4.306	3.780
29	3.644	3.197
30	3.644	3.197
31	3.722	3.266
TOTAL	100.000	87.755

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STATE OF OREGON }
Multnomah County }

ss

Director, Department of Administration Services and Recorder of Comptrollers, in and for said County, do hereby certify that the within and foregoing is a true and correct copy of the record of said County.

15:0 SEP 17 AM 11: 30

MULTNOMAH CO. OREGON

In Book On Page
1469 2079

witness my hand and seal of office aforesaid.

Director
Department of Administration Services

[Signature]

Rec-1 Deputy

BOOK 1469 PAGE 2092

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BOOK 1466 PAGE 340

DECLARATION OF ANNEXATION
TO WESTOVER PLACE

Dated: April 15, 1980

BOOK 1471 PAGE 2347

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.

500/40-29

Recorded By
Pioneer National
Title Insurance Company

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 "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

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~~BOOK 1466 PAGE 341~~

BOOK 1471 PAGE 2348

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*

STATE OF OREGON)
) ss.
County of Multnomah)

Recorded by
Pioneer National
Title Insurance Company

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

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BOOK 1466 PAGE 342

EXHIBIT "A" BOOK 1471 PAGE 2349

TO DECLARATION OF ANNEXATION TO WESTOVER PLACE

Phase 3

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° 52' 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.

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Phases 4 and 5:

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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 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 88° 36' 33" East 44.56 feet; 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° 27' 23" East 54.00; thence North 88° 36' 33" East 29.43' to the initial point and point of beginning.

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**SUPPLEMENTAL DECLARATION SUBMITTING
PHASE 3 OF THE TERRACES CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW**

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 15th day of April, 1980, by WESTOVER LAND CORPORATION, an Oregon corporation, hereinafter called "Developer."

By document dated July 9, 1979, entitled Declaration Submitting Phase 1 of The Terraces Condominium to Oregon Unit Ownership Law, Developer created a condominium known as The Terraces Condominium, which is located in the development known as "Westover Place" in the City of Portland, Multnomah County, Oregon. The purpose of this supplemental declaration is to submit Phase 3 of The Terraces Condominium to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law, and to annex such phase to The Terraces Condominium.

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 Terraces 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 "Phase 1 Declaration" means that instrument dated July 9, 1979 and recorded September 4, 1979 in Book 1379 of the Records of Deeds of Multnomah County, Oregon, at page 1372, as supplemented by Supplemental Declaration Submitting Phase 2 of The Terraces Condominium to Oregon Unit Ownership Law, dated July 9, 1979 and recorded September 27, 1979 in Book 1386 of such records at page 1037, both amended by instrument dated February 21, 1980 and recorded April 1, 1980, in Book 1430, page 1169, of such Deed Records.

1.4 "plans" means the plat or site plan and floor plans of Phase 3 of The Terraces Condominium, recorded simultaneously with the recording of this declaration.

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1.5 "The Westover Place Declaration" means that instrument dated July 9, 1979, recorded August 8, 1979, in Book 1373 of the Records of Deeds of Multnomah County, Oregon at page 500, and Declaration of Annexation to Westover Place dated April 10, 1980, and recorded September 2, 1980, in Book 1466 of the Records of Deeds of Multnomah County, Oregon, at page 340.

1.6 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, being Phase 3 of The Terraces Condominium, 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. All of Phase 3 of The Terraces Condominium is a private area for purposes of the Westover Place Declaration.

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

4. UNITS.

4.1 General Description of Buildings. Phase 3 contains four buildings of dwelling units. One building is three stories without basement, and three buildings are four stories with underground garage structures. All buildings are of wood frame construction with concrete foundation, exterior of a combination of stucco and cedar siding, and tile and part built-up roof.

4.2 General Description, Location and Designation of Units. Phase 3 consists of a total of 16 units. The dimensions, designation and location of each unit in Phase 3 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.

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4.3 **Boundaries of Units.** Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, skylights, 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 shuttrock 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 general common elements determined by the ratio by which the approximate area of the particular unit plus its limited common element entry court, patio or terrace and garage space bears to the total approximate area of all units and such limited common elements combined, as is more particularly described in Section 13.4 below. "Extra" garage spaces, which will initially be assigned to Unit 4, will not be included for purposes of computing percentage interests. 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 The perimeter surfaces of entry courts, patios and 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 entry courts, patios and terraces, except for the outside perimeter surfaces thereof, each of which shall pertain to the unit which it adjoins.

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6.2 Garage parking spaces and areas, including storage areas within garages, 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.

6.3 The two elevators serving Units 19 through 22 and Units 23 through 31, which shall pertain in equal proportions to Units 19 through 22 and Units 23 through 31, respectively.

7. USE OF PROPERTY; RESERVATION OF EASEMENTS; 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 Developer hereby reserves an easement for ingress and egress over all roadways and driveways within Phase 3 of The Terraces Condominium. Such easement shall be for the benefit of and shall run with the ownership of the entire remainder of the property described in Exhibit A to the Westover Place Declaration and each and every portion thereof.

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 ORS 91.578, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects

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are not corrected within 90 days subsequent to receipt of such notice, then the mortgagee or beneficiary, upon written notice to the registered agent that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a mortgage or deed of trust on all business coming before such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

8. COMMON PROFITS AND EXPENSES, VOTING.

8.1 The common profits derived from and the common expenses of the common elements shall 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. The costs of maintaining the limited common element elevator, however, shall be charged equally to the units to which the elevator pertains.

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 91.570 is Howard H. Baker and his place of business within Multnomah County, Oregon, is 1740 NW Vanderm 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

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maintenance thereof shall exist so long as the building shall stand.

11. APPROVAL BY MORTGAGERS. 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 11.4 and 11.5, any change in the prorata interest or obligations of any individual unit for (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. The owner of each unit in Phase 3 of the Terrace Condominium shall be a member of the Association of Unit Owners of The Terrace Condominium and subject to the bylaws of such association. The original bylaws were filed of record with the Phase 1 Declaration. 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

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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. 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. PLAN OF DEVELOPMENT. Pursuant to Section 13 of the Phase 1 Declaration, Developer proposes to develop the condominium in up to five phases. By filing this declaration, Developer hereby submits Phase 3 to the condominium form of ownership. Developer reserves the right to add two additional phases to the condominium and to annex such additional phases by filing supplements to such declaration pursuant to ORD 91.518. Developer may change the order in which such additional phases are annexed to the condominium.

13.1 Maximum Number of Units. Phases 1, 2 and 3 contain a total of 31 units. Proposed Phase 4 would contain not more than three units, and proposed Phase 5 would contain not more than three units, for a total of not more than 37 units in the condominium.

13.2 Expiration Date. No additional phase may be added more than seven years after the filing of the Phase 1 Declaration.

13.3 Additional Common Elements. Developer does not propose to include in Phases 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, 2 and 3.

13.4 Percentage Interest in Common Elements. The percentage interest in the common elements of units in Phases 1, 2 and 3 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 supplemental declaration and after the annexation of the proposed Phases 4 and 5 is attached hereto as Exhibit C.

14. RELOCATION OF BOUNDARIES. The owner or owners of any two adjoining units may apply to the board of directors of the Association for permission to change the sizes of

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their units by adjusting the common wall between the two units or to consolidate the two units into one unit by deleting the common wall. Any such application shall identify the units involved, state any reallocations of common element interests, voting rights, common expense liability and right to common profits. The Board of directors shall approve the change unless it determines that the reallocations are unreasonable or that the relocation or deletion will impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium. The change shall be effective upon recording in the appropriate records of Multnomah County, Oregon, of amendments to the declaration and floor plans setting forth the change, executed by the owners and mortgagees or trust deed beneficiaries of the affected units and certified to by the chairman and secretary of the Association, together with any governmental approvals required by law. All costs in connection with such amendments shall be paid by the applicants.

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 the last phase of the condominium and so long as Developer owns 20 percent or more of the units in the condominium, but no such consent shall be required after seven years after the date of recording of the Phase I Declaration. Except as provided in Section 13, no amendment may change the size, location, percentage interest in the general common elements, share of common profits or expenses, or voting power of any unit unless such amendment has been approved by the owners of the affected unit and the holders of any mortgage or trust deed on such unit. 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 Deed Records of Multnomah County.

16. SEVERABILITY. Each provision of this declaration and the bylaws shall be deemed independent and severable, and

DEEDS

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~~BOOK 1496 PAGE 956~~

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 15th day of April, 1980.

WESTOVER LAND CORPORATION

By *[Signature]*

STATE OF OREGON

County of Multnomah

ss.

On this 15th day of April, 1980, personally appeared before me O. Alexander Creighton, who, being duly sworn, did say that he is the Vice Pres. / Gen. Manager of Westover Land Corporation, 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.

[Signature]
Notary Public for Oregon
My Commission Expires: 10/16/81

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]*

STATE OF OREGON

County of Multnomah

ss.

On this 20th day of June, 1980, personally appeared before me Harry E. Hangan

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~~NOTARY PUBLIC~~

who, being duly sworn, did say that he is the Senior 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.

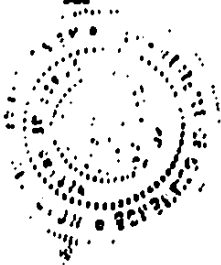


James S. Growski
Notary Public for Oregon
My Commission Expires: November 19, 1982

The foregoing declaration is approved this 17 day of Sept, 1982.

James S. Growski
Assessor and Tax Collector
for Multnomah County

The foregoing Declaration and Bylaws attached hereto are approved this 10th day of Sept, 1982.



WILLIAM F. GWINN, Real Estate Commissioner

By *Barbara Karg*

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JAN 14, 1981

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EXHIBIT "A"

TO DECLARATION SUBMITTING PHASE 3 OF
THE TERRACED CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

Phase 3

A tract of land in Section 32, 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 10.34 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° 57' 27" E 167.49 feet, thence S 60° 06' 33" W
85.28 feet; thence N 39° 30' 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° 52' 42" W 111.36 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 Terraced 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
30.28 feet; thence N 44° 36' 38" 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 Terraced 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.

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EXHIBIT "B"

~~BOOK 1496 PAGE 959~~

TO DECLARATION SUBMITTING PHASE 3
OF THE TERRACES CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

Unit	Garage Space	Design Plan	Square Footage			
			Dwelling	Porch/ Terrace	Garage	Total
16	39	C-4-A	2630	350	400	3480
17	40&45	C-4-B	2070	120	400	2690
18	41	C-4-C	1070	234	220	1524
19	46&59	C-5-A	2430	420	400	3250
20	47&60	C-5-B	2430	115	400	2945
21	48&61	C-5-C	2430	115	400	2945
22	49&62	C-5-D	2538	0	400	2938
23	58&71	C-6-A	2855	335	400	3590
24	50&63	C-6-B	1915	298	400	2613
25	52&64	C-6-C	1935	90	400	2425
26	53&65	C-6-D	2590	253	400	3243
27	51&70	C-6-E	2397	264	400	3061
28	56&68	C-7-A	2785	566	400	3751
29	55&67	C-7-B	2680	88	400	3168
30	56&68	C-7-C	2680	88	400	3168
31	57&69	C-7-D	2816	0	400	3216
TOTALS			38181	3536	6300	47817

- Garage spaces 42, 43 and 44 and "extra" garage spaces are initially assigned to Unit 4.

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EXHIBIT "C"

TO DECLARATION SUBMITTING PHASE 3 OF
THE TERRACE CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

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

Unit	Phase 3	Phases 4 and 5
1	3.450	3.028
2	3.169	2.761
3	3.604	3.163
4	3.860	3.387
5	2.986	2.620
6	2.784	2.443
7	3.009	2.641
8	4.080	3.580
9	3.600	3.139
10	3.600	3.139
11	2.118	1.859
12	2.118	1.859
13	1.441	1.265
14	2.465	2.163
15	2.303	2.021
16	4.006	3.514
17	3.087	2.692
18	1.764	1.548
19	3.762	3.301
20	3.409	2.991
21	3.409	2.991
22	3.400	2.984
23	4.155	3.646
24	3.024	2.654
25	2.807	2.463
26	3.753	3.294
27	3.543	3.109
28	4.306	3.780
29	3.644	3.197
30	3.644	3.197
31	3.722	3.266
TOTAL	100.000	87.755

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JAN 14, 1981

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TR-Recd

DATE OF RECORDING
1981 JAN 14 MID 10

RECORDING SERVICE
FURNISHES ALL SERVICES

J. J. J. J.

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71029

DATE OF RECORDING
1981 SEP 17 15 14 30

RECORDING SERVICE
FURNISHES ALL SERVICES

J. J. J. J.

PNT7

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AFTER RECORDING, RETURN TO:
April Olbrich
Stoel, Rives, Poley, Fraser & Wyss
900 GW Fifth Avenue, Suite 2100
Portland, OR 97204

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JAN 14, 1981

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(28) (146) 33 1512 (12121)
~~BOOK 1466 PAGE 340~~

DECLARATION OF ANNEXATION
TO WESTOVER PLACE

Dated: April 15, 1980

~~BOOK 1471 PAGE 2367~~
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.

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Notarized by
Pioneer National
Title Insurance Company

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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 same as the same is on file in the office of the County Clerk of Multnomah County, Oregon.

JAN 19 AM 11:16

RECORDING SECTION
MULTNOMAH CO. OREGON

1497
1096
P. J. [Signature]

62760

JAN 19 1981

2-19-81

BOOK 1504 PAGE 766

SUPPLEMENTAL DECLARATION SUBMITTING
PHASES 4 AND 5 OF THE TERRACES CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 8 day of JANUARY, 1981, by WESTOVER LAND CORPORATION, an Oregon corporation, hereinafter called "Developer."

By document dated July 9, 1979, entitled Declaration Submitting Phase 1 of The Terraces Condominium to Oregon Unit Ownership Law, Developer created a condominium known as The Terraces Condominium, which is located in the development known as "Westover Place" in the City of Portland, Multnomah County, Oregon. The purpose of this supplemental declaration is to submit Phases 4 and 5 of The Terraces Condominium to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law, and to annex such phase to The Terraces Condominium.

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 Terraces 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 "Phase 1 Declaration" means that instrument dated July 9, 1979 and recorded September 4, 1979 in Book 1379 of the Records of Deeds of Multnomah County, Oregon, at page 1572, as supplemented by Supplemental Declaration Submitting Phase 2 of The Terraces Condominium to Oregon Unit Ownership Law, dated July 9, 1979 and recorded September 27, 1979 in Book 1386 of such records at page 1037, both amended by instrument dated February 21, 1980 and recorded April 1, 1980 in Book 1430, page 1369 of such Deed Records and Supplemental Declaration Submitting Phase 3 of The Terraces Condominium to Oregon Unit Ownership Law, dated April 15, 1980 and recorded September 17, 1980 in Book 1469, page 2079, and re-recorded January 14, 1981 in Book 1496, page 948 of such Deed Records.

1.4 "Plans" means the plat or site plan and floor plans of Phases 4 and 5 of The Terraces Condominium, recorded

12332

FEB 19 1981

2-19-81

BOOK 1504 PAGE 767

simultaneously with the recording of this declaration.

1.5 "The Westover Place Declaration" means that instrument dated July 9, 1979, recorded August 8, 1979, in Book 1373 of the Records of Deeds of Multnomah County, Oregon at page 500, and Declaration of Annexation to Westover Place dated April 15, 1980, recorded September 2, 1980 in Book 1466, page 340, re-recorded September 25, 1980, Book 1471, page 2347, and re-recorded January 19, 1981, Book 1497, page 1096 of such records.

1.6 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, being Phases 4 and 5 of The Terraces Condominium, 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. All of Phases 4 and 5 of The Terraces Condominium is a private area for purposes of the Westover Place Declaration, except for that area, if any, labeled "Westover Place Common Area" on the Plans, which area shall be a common area for purposes of the Westover Place Declaration.

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

4. UNITS.

4.1 General Description of Buildings. Phases 4 and 5 contain two buildings of dwelling units. The buildings are two stories with partial basements. All buildings are of wood frame construction with concrete foundation, exterior of a combination of stucco and cedar siding, and tile and part built-up roof.

4.2 General Description, Location and Designation of Units. Phase 4 consists of three units and Phase 5 consists of three units for a total of six units in the two phases combined. The dimensions, designation and location of each unit in Phases 4 and 5 is shown in the plans filed

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BOOK 1504 PAGE 768

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, skylights, 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 general common elements determined by the ratio by which the approximate area of the particular unit plus its limited common element entry court, 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. "Extra" garage spaces, which will initially be assigned to Unit 2, will not be included for purposes of computing percentage interests. 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 The perimeter surfaces of patios and 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:

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6.1 All patios and 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 areas, including storage areas within garages, 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. Garage parking spaces 23, 24 and 25, initially assigned to Unit 2 in the Supplemental Declaration Submitting Phase 2 of The Terraces to Oregon Unit Ownership Law, are hereby transferred to those units as indicated on the attached Exhibit B.

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 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 ORS 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

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BOOK 1504 PAGE 770

to cast a vote for each unit on which it holds a mortgage or deed of trust on all business coming before such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

8. COMMON PROFITS AND EXPENSES; VOTING.

8.1 The common profits derived from and the common expenses of the common elements shall 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. The costs of maintaining the limited common element elevators, however, shall be charged equally to the units to which each elevator pertains.

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 Howard R. Baker 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,

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BOOK 1504 PAGE 771

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 Section 14, any change in the prorata interest or obligations of any individual unit for (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. The owner of each unit in Phases 4 and 5 of The Terraces Condominium shall be a member of the Association of Unit Owners of The Terraces Condominium and subject to the bylaws of such association. The original bylaws were filed of record with the Phase 1 Declaration. 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. Notwithstanding any other provision of this section, any management agreement

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BOOK 1504 PAGE 772

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. PLAN OF DEVELOPMENT. Phases 4 and 5 are the final phases of development of The Terraces Condominium. No additional phases or units will be annexed.

14. RELOCATION OF BOUNDARIES. The owner or owners of any two adjoining units may apply to the board of directors of the Association for permission to change the sizes of their units by adjusting the common wall between the two units or to consolidate the two units into one unit by deleting the common wall. Any such application shall identify the units involved, state any reallocations of common element interests, voting rights, common expense liability and right to common profits. The board of directors shall approve the change unless it determines that the reallocations are unreasonable or that the relocation or deletion will impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium. The change shall be effective upon recording in the appropriate records of Multnomah County, Oregon, of amendments to the declaration and floor plans setting forth the change, executed by the owners and mortgagees or trust deed beneficiaries of the affected units and certified to by the chairman and secretary of the Association, together with any governmental approvals required by law. All costs in connection with such amendments shall be paid by the applicants.

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 the last phase of the condominium and so long as Developer owns 20 percent or more of the units in the condominium, but no such consent shall be required after seven years after the date of recording of the Phase 1 Declaration. No amendment may change the size location, percentage interest in the general common elements, share of common profits or expenses, or voting power of any unit unless such amendment has been approved by the owners of the affected unit and the holders of any mortgage or trust deed on such unit. Sections 11 and 7.2 may not be amended without the written consent of all holders of first mortgages and beneficiaries of first deeds of trust on units in the condominium.

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BOOK 1504 PAGE 773

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 Deed 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 8th day of JANUARY, 1981.

WESTOVER LAND CORPORATION

By [Signature]



STATE OF OREGON
County of Multnomah

On this 8 day of January, 1981, personally appeared before me B. Alexander Chealton who, being duly sworn, did say that he is the President of Westover Land Corporation, 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.

Kathryn H. Hanson
Notary Public for Oregon
My commission expires: 10/6/81

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]

12332

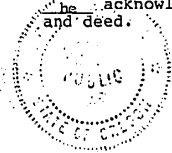
FEB 19 1981

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BOOK 1504 PAGE 774

STATE OF OREGON)
) ss.
County of Multnomah)

On this 9th day of January, 1981,
personally appeared before me Alan D. Black,
who, being duly sworn, did say that he is the Assistant Vice President &
of United States National Bank of Oregon, and that said Manager
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.



Alan D. Black
Notary Public For Oregon
My Commission Expires: November 19, 1982

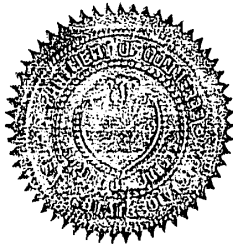
The foregoing declaration is approved this _____
day of _____, 19__.

Assessor and Tax Collector
for Multnomah County

The foregoing Declaration and Bylaws attached
hereto are approved this 6th day of February,
1981.

WILLIAM F. GWINN, Real Estate
Commissioner

By *Barbara Kang*



12332

FEB 19 1981

2-19-81

EXHIBIT A

BOOK 1504 PAGE 775

to

DECLARATION SUBMITTING PHASES 4 & 5 OF THE TERRACES
TO OREGON UNIT OWNERSHIP LAW

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 curva-
ture; 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.

12332

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2-19-87

BOOK 1504 PAGE 776

EXHIBIT "B"

TO DECLARATION SUBMITTING PHASES 4 AND 5 OF
THE TERRACES CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

Unit	Garage Space	Design Plan	Square Footage			Total
			Dwelling	Porch/ Terrace	Garage	
32	34	B-2-A	1108	80	295	1483
33	24&33	B-2-B	1950	324	495	2769
34	25	B-2-C	1040	265	200	1505
35	38	B-1-B	1375	156	250	1781
36	36&23	B-1-C	2025	296	450	2771
37	37	B-1-A	1340	156	250	1746
TOTALS			8838	1277	1940	12055

Garage spaces 30, 31 and 32 shall be limited common areas
pertaining to Units 11, 12 and 15, respectively.

12332

FEB 19 1987

2-19-81

BOOK 1504 PAGE 777

EXHIBIT "C"

TO DECLARATION SUBMITTING PHASES 4 AND 5 OF THE TERRACES CONDOMINIUM TO OREGON UNIT OWNERSHIP LAW

Percentage Interest in General Common Elements of Each Unit at the Final Phase

Unit	Phases 4 and 5
1	3.028
2	2.761
3	3.163
4	3.387
5	2.620
6	2.443
7	2.641
8	3.580
9	3.159
10	3.159
11	1.859
12	1.859
13	1.265
14	2.163
15	2.021
16	3.514
17	2.692
18	1.548
19	3.301
20	2.991
21	2.991
22	2.984
23	3.646
24	2.654
25	2.463
26	3.294
27	3.109
28	3.780
29	3.197
30	3.197
31	3.266
32	1.506
33	2.813
34	1.529
35	1.809
36	2.815
37	1.773

TOTAL 100.000.

12332

42.00

STATE OF OREGON Multnomah County Director, Department of Administration Services and Receiver of Commissions, to and in and to wit: the within instrument is being recorded for record and indexed in the record of said County at

1981 FEB 19 PM 3:25 RECORDING SECTION MULTNOMAH CO. OREGON

In Book 1504 On Page 766 without my hand and seal of office, attested Director, Department of Administration P. J. [Signature]

Remarks: Terraces Nat. Title Insurance Policy - [unclear] Forming Phase Anti-Gated Building

12332

FEB 19 1981

Re-record to add Assessor's signature.
PNTI #475364

BOOK 1511 PAGE 984 ~~BOOK 1507 PAGE 705~~

SUPPLEMENTAL DECLARATION SUBMITTING
PHASES 4 AND 5 OF THE TERRACES CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 8th day of JANUARY, 1981, by WESTOVER LAND CORPORATION, an Oregon corporation, hereinafter called "Developer."

By document dated July 9, 1979, entitled Declaration Submitting Phase 1 of The Terraces Condominium to Oregon Unit Ownership Law, Developer created a condominium known as The Terraces Condominium, which is located in the development known as "Westover Place" in the City of Portland, Multnomah County, Oregon. The purpose of this supplemental declaration is to submit Phases 4 and 5 of The Terraces Condominium to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law, and to annex such phase to The Terraces Condominium.

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

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

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

1.3 "Phase 1 Declaration" means that instrument dated July 9, 1979 and recorded September 4, 1979 in Book 1379 of the Records of Deeds of Multnomah County, Oregon, at page 1572, as supplemented by Supplemental Declaration Submitting Phase 2 of The Terraces Condominium to Oregon Unit Ownership Law, dated July 9, 1979 and recorded September 27, 1979 in Book 1386 of such records at page 1037, both amended by instrument dated February 21, 1980 and recorded April 1, 1980 in Book 1430, page 1369 of such Deed Records and Supplemental Declaration Submitting Phase 3 of The Terraces Condominium to Oregon Unit Ownership Law, dated April 15, 1980 and recorded September 17, 1980 in Book 1469, page 2079, and re-recorded January 14, 1981 in Book 1496, page 948 of such Deed Records.

1.4 "Plans" means the plat or site plan and floor plans of Phases 4 and 5 of The Terraces Condominium, recorded

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MAR 23 1981

simultaneously with the recording of this declaration.

1.5 "The Westover Place Declaration" means that instrument dated July 9, 1979, recorded August 8, 1979, in Book 1373 of the Records of Deeds of Multnomah County, Oregon at page 500, and Declaration of Annexation to Westover Place dated April 15, 1980, recorded September 2, 1980 in Book 1466, page 340, re-recorded September 25, 1980, Book 1471, page 2347, and re-recorded January 19, 1981, Book 1497, page 1096 of such records.

1.6 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, being Phases 4 and 5 of The Terraces Condominium, 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. All of Phases 4 and 5 of The Terraces Condominium is a private area for purposes of the Westover Place Declaration, except for that area, if any, labeled "Westover Place Common Area" on the Plans, which area shall be a common area for purposes of the Westover Place Declaration.

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

4. UNITS.

4.1 General Description of Buildings. Phases 4 and 5 contain two buildings of dwelling units. The buildings are two stories with partial basements. All buildings are of wood frame construction with concrete foundation, exterior of a combination of stucco and cedar siding, and tile and part built-up roof.

4.2 General Description, Location and Designation of Units. Phase 4 consists of three units and Phase 5 consists of three units for a total of six units in the two phases combined. The dimensions, designation and location of each unit in Phases 4 and 5 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, skylights, 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 general common elements determined by the ratio by which the approximate area of the particular unit plus its limited common element entry court, 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. "Extra" garage spaces, which will initially be assigned to Unit 2, will not be included for purposes of computing percentage interests. 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 The perimeter surfaces of patios and 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:

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6.1 All patios and 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 areas, including storage areas within garages, 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. Garage parking spaces 23, 24 and 25, initially assigned to Unit 2 in the Supplemental Declaration Submitting Phase 2 of The Terraces to Oregon Unit Ownership Law, are hereby transferred to those units as indicated on the attached Exhibit B.

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 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 ORS 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

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to cast a vote for each unit on which it holds a mortgage or deed of trust on all business coming before such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

8. COMMON PROFITS AND EXPENSES; VOTING.

8.1 The common profits derived from and the common expenses of the common elements shall 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. The costs of maintaining the limited common element elevators, however, shall be charged equally to the units to which each elevator pertains.

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 Howard R. Baker 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,

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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 Section 14, any change in the prorata interest or obligations of any individual unit for (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. The owner of each unit in Phases 4 and 5 of The Terraces Condominium shall be a member of the Association of Unit Owners of The Terraces Condominium and subject to the bylaws of such association. The original bylaws were filed of record with the Phase 1 Declaration. 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. Notwithstanding any other provision of this section, any management agreement

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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. PLAN OF DEVELOPMENT. Phases 4 and 5 are the final phases of development of The Terraces Condominium. No additional phases or units will be annexed.

14. RELOCATION OF BOUNDARIES. The owner or owners of any two adjoining units may apply to the board of directors of the Association for permission to change the sizes of their units by adjusting the common wall between the two units or to consolidate the two units into one unit by deleting the common wall. Any such application shall identify the units involved, state any reallocations of common element interests, voting rights, common expense liability and right to common profits. The board of directors shall approve the change unless it determines that the reallocations are unreasonable or that the relocation or deletion will impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium. The change shall be effective upon recording in the appropriate records of Multnomah County, Oregon, of amendments to the declaration and floor plans setting forth the change, executed by the owners and mortgagees or trust deed beneficiaries of the affected units and certified to by the chairman and secretary of the Association, together with any governmental approvals required by law. All costs in connection with such amendments shall be paid by the applicants.

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 the last phase of the condominium and so long as Developer owns 20 percent or more of the units in the condominium, but no such consent shall be required after seven years after the date of recording of the Phase 1 Declaration. No amendment may change the size location, percentage interest in the general common elements, share of common profits or expenses, or voting power of any unit unless such amendment has been approved by the owners of the affected unit and the holders of any mortgage or trust deed on such unit. Sections 11 and 7.2 may not be amended without the written consent of all holders of first mortgages and beneficiaries of first deeds of trust on units in the condominium.

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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 Deed 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 8th day of January, 1981.

WESTOVER LAND CORPORATION

By [Signature]

STATE OF OREGON
County of Multnomah

On this 8 day of January, 1981, personally appeared before me B. Alexander Cheighton who, being duly sworn, did say that he is the vice President of Westover Land Corporation, 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.

Kathryn H. Harrison
Notary Public for Oregon
My commission expires: 10/6/81

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]

Notary Public for Oregon

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STATE OF OREGON)
) ss.
County of Multnomah)

BOOK ~~1504~~ PAGE ~~774~~

BOOK 1511 PAGE 992

On this 9th day of January, 1981,
personally appeared before me Alan D. Black,
who, being duly sworn, did say that he is the Assistant Vice President &
of United States National Bank of Oregon, and that said Manager
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.

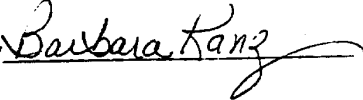

Notary Public For Oregon
My Commission Expires: November 19, 1982

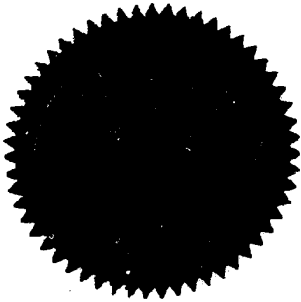
The foregoing declaration is approved this _____
day of FEB. 19, 1981.


Assessor and Tax Collector
for Multnomah County

The foregoing Declaration and Bylaws attached
hereto are approved this 6th day of February,
1981.

WILLIAM F. GWINN, Real Estate
Commissioner

By 



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to

DECLARATION SUBMITTING PHASES 4 & 5 OF THE TERRACES
TO OREGON UNIT OWNERSHIP LAW

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.

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TO DECLARATION SUBMITTING PHASES 4 AND 5 OF
THE TERRACES CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

Unit	Garage Space	Design Plan	Square Footage			Total
			Dwelling	Porch/Terrace	Garage	
32	34	B-2-A	1108	80	295	1483
33	24&33	B-2-B	1950	324	495	2769
34	25	B-2-C	1040	265	200	1505
35	38	B-1-B	1375	156	250	1781
36	36&23	B-1-C	2025	296	450	2771
37	37	B-1-A	1340	156	250	1746
TOTALS			8838	1277	1940	12055

Revised By
[Illegible]

Garage spaces 30, 31 and 32 shall be limited common areas pertaining to Units 11, 12 and 15, respectively.

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10-09-81

AGREEMENT FOR MASTER METER WATER SERVICE

BOOK 1554 PAGE 2157

WESTOVER LAND CORPORATION is presently the owner of certain real property described in Attachment "A," and has placed on this property THIRTY-TWO residential dwelling units.

In consideration of being permitted to install one or more master water meters, rather than individual water meters, to serve these dwelling units, the property owner by this instrument imposes the following condition upon all residential dwelling units and the land upon which they are situated as described in Attachment "A":

The owner(s) of each dwelling unit shall receive water from the Bureau of Water Works of the City of Portland with the understanding that in the event the bill for all water passing through the master meter is not paid in full when due, the Bureau of Water Works may terminate the water service pursuant to normal procedures, notwithstanding the tender of partial payment by the owner or owners of any of the above described property. It is intended that this condition run with the land and bind all future owners of the property.

Joel W. Chapman

STATE OF OREGON

County of Multnomah

BE IT REMEMBERED, That on this 15th day of September, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOEL W. CHAPMAN

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Kathryn S. Harrison

Notary Public for Oregon

My Commission expires 10-6-81

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

BOOK 1554 PAGE 2158

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 99.52 feet and South 2185.83 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 23.00 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 205.03 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 96.06 feet; thence South 88°36'33" West 31.00 feet to the Point of Beginning.

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ATTN: JOEL W. CHAPMAN
MAIL TO : WESTOVER LAND CORP.
PO Box 10828
97210

STATE OF OREGON
Multnomah County

Director, Department of Administration
I, _____, County Clerk, do hereby certify that the within instrument of writing was received for record and recording in the County of _____, Oregon, on the _____ day of _____, 1981.

1981 OCT -9 AM 10:48
RECORDING SECTION
MULTNOMAH CO. OREGON

In Book 1554 On Page 2157
witness my hand and seal of office aforesaid.
Director, Department of Administration
Services

61019
Joel W. Chapman
Deputy

OCT 09 1981

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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

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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

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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.

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SECOND DECLARATION OF ANNEXATION
TO WESTOVER PLACE
(ANNEXING THE KINGS SQUARE)

Dated: November 4, 1981

BOOK 1565 PAGE 1761

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 ("The Kings Square") is hereby annexed to Westover Place.

The terms of the annexation are as follows:

1. APPLICATION OF WESTOVER PLACE COVENANTS. The Kings Square is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Westover Place Covenants.
2. LAND CLASSIFICATIONS. The Kings Square is classified for the purposes of the Westover Place Covenants as follows:
 - 2.1 Common Areas. Those portions of The Kings Square which are labeled "Westover Place Common Area" on the

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BOOK 1565 PAGE 1762

plat and floor plans recorded or to be recorded for Phase 1 and Phase 2 of The Kings Square Condominium pursuant to the Oregon Unit Ownership Law are classified as Common Areas.

2.1.1 Limited Common Areas.

(a) The roof of the parking and storage structure (formerly, the St. Vincent Hospital cafeteria building) shall be a Limited Common Area available for the exclusive use for parking and landscape purposes for all owners of units within The Kings Square.

(b) Storage spaces located on the second floor of the above-described building shall be Limited Common Areas for the exclusive use of those owners of units within Westover Place who have been issued storage permits for specific storage spaces. Such storage permits may be issued by Developer to owners of units within Westover Place upon such consideration to Developer as Developer shall deem proper, and Developer may retain a right of first refusal in the event of any transfer of such storage permit. Developer may assign its rights to issue storage permits and its rights under such rights of first refusal to the Westover Place Services Association. All holders of storage permits shall share on a square footage basis the reasonable costs of utilities and maintenance for

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BOOK 1565 PAGE 1763

the storage areas, with Developer paying the costs attributable to storage spaces for which permits have not been issued until such time as Developer assigns its rights under this paragraph to the Association. Such charges shall be treated as assessments for purposes of Article X of the Westover Place Declaration.

2.1.2 General Common Areas. The remainder of the Westover Place Common Areas within The Kings Square shall be General Common Areas. It is anticipated that the Westover Place Services Association may utilize the first floor of the above-described building for valet or other parking. Such association may elect to charge user fees to owners of units within Westover Place who utilize these facilities.

2.2 Private Area. The remainder of The Kings Square is classified as Private Area.

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.

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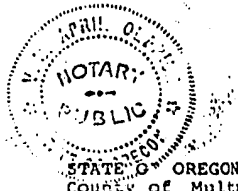
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BOOK 1565 PAGE 1764

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

WESTOVER LAND CORPORATION

By Joel W. Chapman



STATE OF OREGON
County of Multnomah

The foregoing instrument was acknowledged before me this 4th day of November, 1981 by JOEL W. CHAPMAN, EXEC. VICE PRESIDENT of WESTOVER LAND CORPORATION, an Oregon corporation, on behalf of the corporation.

U. L. Ann Albright
Notary Public for Oregon
My commission expires: 10-16-85

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BOOK 1565 PAGE 1765

EXHIBIT A TO SECOND DECLARATION
OF ANNEXATION TO WESTOVER PLACE
(Annexing The Kings Square)

Boundary Description for Northerly Phase
of THE KINGS SQUARE CONDOMINIUM

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 A - Page 1

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DEC 03 1981

Boundary Description for Southerly
Phase of THE KINGS SQUARE CONDOMINIUM

BOOK 1565 PAGE 1766

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.

BOOK 1565 PAGE 1766

EXHIBIT A - Page 2

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BOOK 1565 PAGE 1766

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

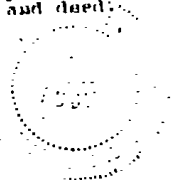
UNITED STATES NATIONAL BANK OF OREGON is the owner and holder of a mortgage on the property being submitted to the Oregon Unit Ownership Law hereunder and consents to the making of the foregoing declaration.

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.

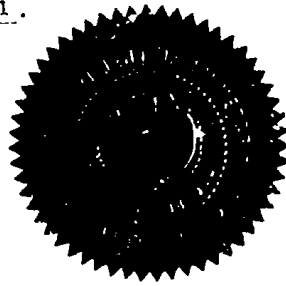


[Signature]
Notary Public For Oregon
My Commission Expires: November 19, 1982

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

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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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BOOK 1571 PAGE 495

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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BOOK 1571 PAGE 497

conform with

BOOK 1571 PAGE 498

(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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BOOK 1571 PAGE 499

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 and otherwise, the requirements for completion of either jeopardized by the conduct of the unit owner/owner, the Association, or other unit owners nor cancelled for nonpayment of premiums.

1.1.7. Under the written policy patterned after "Fire and Occupancy" insurance which will provide relief from monthly assessment, while a unit is uninhabitable, the payment of the cash, coinsurance, deductibles and any other expenses, including, but without being limited to, taxes, rent, insurance, and mortgage payments. The proceeds from any casualty policy, whether held by the Association or a unit owner, payable with respect to any loss or damage to the common elements, shall be held in trust for the benefit of all impacted or their interest may appear.

1.1.8. A waiver of the owner's right to determine whether the damage should be repaired, or reasonably available, the policy or policies should contain stipulated amount claims, 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.
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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
Witness my hand and seal of office at said

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 Barth Harrison
Notary Public for Oregon
My commission expires: 10/6/85

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

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JUN 21 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.

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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

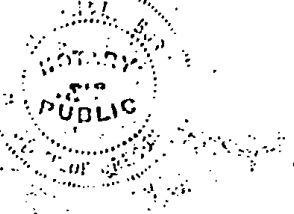
BOOK 1602 PAGE 1133

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)
County of) ss.

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



Kathleen 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
for the purpose of recording
for the purpose of recording
recorded in the records of
of said County at
MULTNOMAH COUNTY, OREGON
JUN 22 1982 - 8 30 AM

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

2802

34663

AMENDMENT TO THE BYLAWS OF THE
ASSOCIATION OF UNIT OWNERS
OF
THE TERRACES CONDOMINIUM

THIS AMENDMENT to the Bylaws of the Association of Unit Owners of The Terraces Condominium has been proposed and adopted pursuant to the provisions of said Bylaws, the Declaration of Unit Ownership for The Terraces Condominium, and the Oregon Condominium Act. The original Bylaws, dated July 9, 1979, were recorded in the records of Multnomah County, Oregon, in Book 1379, pages 1593 through 1619.

The Bylaws are amended as follows:

1. Sections 1 and 3 of Article III as presently written are deleted and superseded with the provisions in Paragraph 2 hereof.
2. Article III, Sections 1 and 3 shall hereafter consist of the following provisions:

"1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five to seven persons, as may be determined from time to time by vote of a majority of the unit owners. All directors shall be owners or co-owners of units in the Condominium. For the purposes of this section, the officers of any corporate owner and the partners of any partnership shall be considered co-owners of any unit owned by such corporation or partnership."

"3. Election and Term of Office. Excepting where a director has been elected to fill the vacancy of an unexpired term, each director shall be elected for a term of two years. The terms of the directors shall be staggered so that the term of not less than one-third of the directors shall expire annually. The directors shall be elected at each annual meeting of the unit owners. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality."

IT IS HEREBY CERTIFIED that the foregoing Amendments to the Bylaws of The Terraces Condominium were adopted by vote of not less than 75 percent at a duly-called special meeting of the Association.

STATE OF OREGON)

Julian N. Chertam
CHAIRMAN

Shirley J. Shapira
SECRETARY

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss. October 30, 1984

Personally appeared the above-named Mr. Chertam, and Mr. Shapira, who being first duly sworn, did say that they are the Chairman of the Board of Directors and Secretary, respectively of The Terraces Condominium Association of Unit Owners, and that they executed the foregoing instrument by authority of the Board of Directors of said Association, as their voluntary act and deed.

Before me:

Cathy A. Blakely
NOTARY PUBLIC FOR OREGON
My Commission expires: 6-7-1-88

The foregoing Amendment to the Bylaws is approved pursuant to ORS 94.036 this 6th day of December, 1984.



MORELLA LARSEN
Real Estate Commissioner

By *Stewart F. Maguire*

FORM 1528-10-1981

BOOK 1797 PAGE 1312

652

STATE OF OREGON }
Multnomah County }

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

1985 JAN -4 AM 8:51

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book On Page

1797 1310
witness my hand and seal of office affixed

Recorder of Conveyances

J. Thonness
Deputy

COPELAND, LANDYE, BENNETT AND WOLF
LAW OFFICES
3500 FIRST INTERSTATE TOWER
PORTLAND, OREGON 97201

20

JAN 4 1985

FOURTH DECLARATION OF ANNEXATION
TO WESTOVER PLACE
(ANNEXING HILLSIDE COMMON AREA)

Dated: August 7, 1986

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.
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 *Franklin G. Drake*

STATE OF OREGON
County of Multnomah

The foregoing instrument was acknowledged before me this 7 day of August, 1986 by FRANKLIN G. DRAKE, PRESIDENT of WESTOVER LAND CORPORATION, an Oregon corporation, on behalf of the corporation.

James J. McFarland
Notary Public for Oregon
My commission expires: 8/22/89

EXHIBIT A
HILLSIDE COMMON AREA

A tract of land located in Section 33, Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, County of Multnomah, State of Oregon, described as follows:

Beginning at the southeast corner of "The Terraces Condominium" (Phase III); thence along the extension of said condominium North $60^{\circ}06'33''$ East 96.78 feet; thence South $28^{\circ}40'29''$ East 37.59 feet; thence South $61^{\circ}19'31''$ West 110.00 feet; thence South $28^{\circ}40'29''$ East 90.00 feet; thence North $61^{\circ}19'31''$ East 110 feet; thence South $28^{\circ}40'29''$ East 309.01 feet; thence South $60^{\circ}25'10''$ West 135.59 feet; thence North $29^{\circ}34'50''$ West 200.10 feet; thence South $54^{\circ}39'45''$ West 155.96 feet to a $\frac{3}{4}$ inch iron pipe at the most northerly corner of Lot 1, Block 6 of "St. Francon Hill", a plat of record; thence along the east line of said "St. Francon Hill" North $31^{\circ}26'37''$ West 210.81 feet; thence North $29^{\circ}02'25''$ West 38.84 feet; thence North $60^{\circ}06'33''$ East 122.18 feet to the southwest corner of "The Terraces Condominium" (Phase III); thence along the south line of said condominium North $60^{\circ}06'33''$ East 85.28 feet to the point of beginning.

E

BOOK 1927 PAGE 1063

FOURTH DECLARATION OF ANNEXATION
TO WESTOVER PLACE
(ANNEXING HILLSIDE COMMON AREA)

Dated: August 7, 1986

FMD CORP., owner of the land described in Exhibit A hereby joins
in this Fourth Declaration Annexation to Westover Place.

FMD CORP.

By *Franklin G. Drake*
President

STATE OF OREGON
County of Multnomah

The foregoing instrument was acknowledged before me this 7th
day of August, 1986 by FRANKLIN G. DRAKE, President of FMD CORP.,
an Oregon corporation, on behalf of the corporation.

James L. McFarland
Notary Public for Oregon
My commission expires: 8/24/88

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
writing was received for record and recorded in the record
of said County.

1986 AUG -7 PM 3:55

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book On Page
BOOK 1927 PAGE 1060
Witness my hand and seal of office this 7th
day of August, 1986.
Recorder of Conveyances

Ann Rudno
Deputy

061829

Ball, Janik & Novack
101 S.W. Main St., Suite 1100
Portland, OR 97204
Attn. Steve Janik

3

17

AMENDMENT TO THE BYLAWS OF THE
ASSOCIATION OF UNIT OWNERS
OF
THE TERRACES CONDOMINIUM

THESE AMENDMENTS to the Bylaws of the Association of Unit Owners of The Terraces Condominium have been proposed and adopted pursuant to the provisions of said Bylaws, the Declaration of Unit Ownership for The Terraces Condominium, and the Oregon Condominium Act. The original Bylaws, dated July 9, 1979, were recorded in the records of Multnomah County, Oregon, in Book 1379, pages 1593 through 1619. An earlier amendment, dated June 26, 1984, was recorded in the records of Multnomah County, Oregon, in Book 1797, Page 1310.

The Bylaws are amended as follows:

A. Section 3 of Article II as presently written is deleted and is superseded with the following:

3. Annual Meetings. The annual meetings of the Association shall be held in the months of 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.

B. Sections 1 through 3 of Article III as presently written are deleted and are superseded with the following:

1. Number and Qualification. The affairs of the Association shall be governed by a board of directors composed of seven to nine persons, as provided in Section 3 of this Article. All directors shall be owners or co-owners of units of the condominium. For purposes of this section, the designee of any owner may be considered co-owner of any units owned.

2. Repealed.

3. Election and Term of Office. At the 1991 annual meeting enough directors shall be elected or re-elected to bring the board strength up to nine, with terms staggered to expire three per year. Thereafter, at the expiration of the term of office of each respective director, his successor shall be elected for a term of three 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.

7-10-91

IT IS HEREBY CERTIFIED that the foregoing Amendments to the Bylaws of The Terraces Condominium were adopted by vote of not less than 75 percent at a duly-called 1991 annual meeting of the Association.

Walker T. D... ..
CHAIRMAN

[Signature]
SECRETARY

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

[Signature], 1991

Personally appeared the above-named Walker T. D..., and John J. Matthews, who being first duly sworn, did say that they are the Chairman of the Board of Directors and Secretary, respectively of The Terraces Condominium Association of Unit Owners, and that they executed the foregoing instrument by authority of the Board of Directors of said Association, as their voluntary act and deed.

Before me:



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission expires: 3-22-95

The foregoing Amendment to the Bylaws is approved pursuant to ORS 94.036 this _____ day of _____, 19____.

APPROVAL OF OREGON REAL ESTATE AGENCY NO LONGER REQUIRED.

OREGON REAL ESTATE AGENCY

By _____

062214

PAGE 2. AMENDMENT TO BYLAWS

DESTROY TERRACES HOA
John J. Matthews, Secy
728 NW Warbler Circle
Portland, OR 97210

STATE OF OREGON }
Multnomah County }
91 JUL 10 PM 1:09
In Book 800X 2433 PAGE 654
On Page
Recorder of Conveyances
m B... .. Deputy

7-10-91

AMENDMENT TO THE BYLAWS OF THE
ASSOCIATION OF UNIT OWNERS
OF
THE TERRACES CONDOMINIUM

THIS AMENDMENT to the Bylaws of the Association of Unit Owners of The Terraces Condominium has been proposed and adopted pursuant to the provisions of said Bylaws, the Declaration of Unit Ownership for The Terraces Condominium, and the Oregon Condominium Act. The original Bylaws, dated July 9, 1979, were recorded in the records of Multnomah County, Oregon, in Book 1379, pages 1593 through 1619. An earlier amendment, dated June 26, 1984, was recorded in the records of Multnomah County, Oregon, Book 1797, Page 1310. A subsequent amendment, dated June 11, 1991, was recorded in the records of Multnomah County, Oregon, in Book 2433, Page 655.

The Bylaws are amended as follows:

Section 1 of Article I as presently written is deleted and is superseded with the following:

1. Name and Location. These are the Bylaws of the Westover Terraces Condominium Association (hereinafter the "Association"). The Terraces 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 supplemental declarations, if any, annexing property to the condominium (hereinafter collectively called "the declaration"). The location of the condominium is more specifically described in the declaration.

IT IS HEREBY CERTIFIED that the foregoing Amendments to the Bylaws of The Terraces Condominium were adopted by vote of not less than 75 percent of the Unit Owners at a duly-called annual meeting of the Association on June 22, 1992.

Walter I. Aard
CHAIRMAN
John J. Hertz
SECRETARY

JUL 8 1992

STATE OF OREGON }
COUNTY OF MULTNOMAH }

s. July 6, 1992

Personally appeared the above-named Walter T. Davel, and John J. Matthews, who being first duly sworn, did say that they are the Chairman of the Board of Directors and Secretary, respectively of The Terraces Condominium Association of Unit Owners, and that they executed the foregoing instrument by authority of the Board of Directors of said Association, as their voluntary act and deed.

Before me:



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission expires: 3/22/95

The foregoing Amendment to the Bylaws is approved pursuant to ORS 94.036 this _____ day of _____, 19____.

APPROVAL OF OREGON REAL ESTATE AGENCY NO LONGER REQUIRED.

STATE OF OREGON }
Multnomah County }

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

92 JUL - 8 AM 10:43
RECORDED
MULTNOMAH COUNTY

at 10:43

On Page

BOOK 2562 PAGE 350

with its my hand and seal of office affixed

Recorder of Conveyances

C. Swick
Deputy

103

074502

JUL 8 1992

AFTER RECORDING, RETURN TO:

BOOK 2787 PAGE 2038

Howard M. Feuerstein, Esq.
900 SW Fifth Avenue, Suite 2300
Portland, Oregon 97204

THE TERRACES CONDOMINIUM

Amendment Transferring Parking Space

THIS AMENDMENT is made and executed this 16th day of August, 1993 by PORTLAND ASSOCIATES, a Pennsylvania limited partnership ("Declarant"), and BARBARA OSBORNE ("Owner").

Declarant is the owner of Unit 4 of The Terraces Condominium, a condominium located in the City of Portland, Multnomah County, Oregon. Parking Space No. 44 is a limited common element pertaining to such Unit. Owner is the owner of Unit 23 of The Terraces Condominium.

The Declaration Submitting Phase 1 of The Terraces Condominium to Oregon Unit Ownership Law dated July 9, 1979 and recorded September 4, 1979 in Book 1379 of the Records of Deeds of Multnomah County, Oregon at page 1572; Supplemental Declaration Submitting Phase 2 of The Terraces Condominium to Oregon Unit Ownership Law dated July 9, 1979 and recorded September 27, 1979, in Book 1386 at page 1037; Supplemental Declaration Submitting Phase 3 of The Terraces Condominium to Oregon Unit Ownership Law dated April 15, 1980 and recorded January 14, 1981 in Book 1496 at page 948; and Supplemental Declaration Submitting Phases 4 and 5 of The Terraces Condominium to Oregon Unit Ownership Law dated January 8, 1981 and recorded March 23, 1981, in Book 1511 at page 984 (collectively, the "Declarations") provide in Section 6.2 that any parking space that is a limited common element may be transferred so as to pertain to a different unit by an amendment to the 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.

Declarant wishes to transfer Parking Space No. 44 from Unit 4 to Unit 23.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Declarant and Owner hereby amend the above-described Declaration for the purpose of reassigning and conveying Parking Space No. 44 to Unit 23 so

PDX1-68995.1 28865 0004

NOV 22 1993

that the same shall hereafter be a limited common element, for the exclusive use of such unit.

DECLARANT: PORTLAND ASSOCIATES

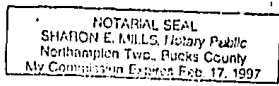
By [Signature]
Its General Partner

OWNER: Barbara Osborne
Barbara Osborne

STATE OF PA)
County of Bucks) ss.

The foregoing instrument is acknowledged before me this 20th day of September, 1993, by Frank Hagan of PORTLAND ASSOCIATES, a Pennsylvania limited partnership, on its behalf.

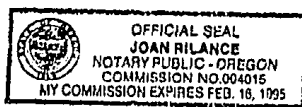
[Signature]
Notary Public for
My commission expires:



STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument is acknowledged before me this 11 day of October, 1993 by Barbara Osborne.

[Signature]
Notary Public for Oregon
My commission expires:



NOV 22 1993

Mortgagee's Consent

The undersigned, as holders of trust deeds on Unit 4 hereby consent to the above transfer.

U.S. BANCORP, an Oregon corporation

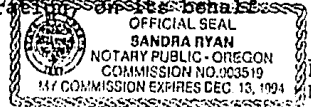
By [Signature]
Its _____

SUNBELT PROPERTY GROUP, INC., a Delaware corporation

By [Signature]
Its SECRETARY/TREASURER

STATE OF Oregon)
County of Multnomah) ss.

The foregoing instrument is acknowledged before me this 19th day of August, 1993, by Roger Lundeen of U.S. Bancorp, an Oregon corporation, on its behalf.

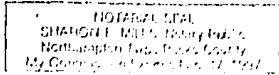


[Signature]
Notary Public for Oregon
My commission expires: 12-13-94

STATE OF PA)
County of Bucks) ss.

The foregoing instrument is acknowledged before me this 20th day of September, 1993, by Frank Hagan Jr of SUNBELT PROPERTY GROUP, INC., a Delaware corporation, on its behalf.

[Signature]
Notary Public for _____
My commission expires: _____



NOV 22 1993

The foregoing Amendment Transferring Parking Spaces is hereby approved this ___ day of _____, 19__.

ASSESSOR AND TAX COLLECTOR FOR MULTNOMAH COUNTY

By _____

The foregoing Amendment Transferring Parking Spaces is hereby approved by the Real Estate Commissioner of the State of Oregon this 17th day of November, 1993.

OREGON REAL ESTATE COMMISSIONER

By Stan V. Margulies

158349

STATE OF OREGON }
Multnomah County }

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

93 NOV 22 PM 2: 28

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book On Page
BOOK 2787 PAGE 2038

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

C Swick
Deputy

20
23
20

COVENANT for UNIT ALTERATION
at
THE TERRACES CONDOMINIUM

WHEREAS Article VII of the Declaration of Protective Covenants, Conditions and Restrictions for Westover Place established an Architectural Control Committee with the power to grant or deny permission for alterations that would change the exterior appearance or affect the common areas within Westover Place (which includes the condominiums known as King Square and The Terraces), and

WHEREAS, pursuant to provisions of the Oregon Condominium Act (ORS 94.480), Exhibit E to the Declaration Submitting Phase 1 of The Terraces Condominium to Oregon Unit Ownership Law established Bylaws governing a unit owners' association (now known as Westover Terraces Condominium Association, hereinafter termed "the Association"), and

WHEREAS the Declaration Submitting Phases 4 and 5 of The Terraces Condominium (in which the below-described unit is located) adopted by reference at Section 12 the Bylaws established for earlier phases, and

WHEREAS Section 3 of Article VII of those Association Bylaws sets forth provisions governing grants of permission to unit owners desiring to make additions, alterations or improvements to units in The Terraces Condominium, including the provision that no such alteration, addition or improvement shall be begun before obtaining written consent of the Association Board, and

WHEREAS the undersigned owners (hereinafter Grantees) of Unit 33 located at 722 N.W. Westover Circle in The Terraces Condominium, have applied to the Westover Place Architectural Control Committee and to the Westover Terraces Condominium Association (hereinafter the Grantors) for their approvals to undertake the alterations proposed in the referenced plans and specifications,

Now THEREFORE, as an inducement for obtaining the desired grants of approval, Grantees covenant and agree as follows:

1. No work shall commence until the original of this Covenant has been recorded in the Deed Records of Multnomah County, Oregon.
2. No work shall commence until all appropriate permits have been obtained and copies supplied to the Westover Place Architectural Control Committee and to the Board of the Westover Terraces Condominium Association. Grantees shall remain responsible for obtaining all building inspections, and shall facilitate the Architectural Control Committee's and the Association Board's oversight of the work in progress. All work will be performed in a workmanlike fashion and in conformity with plans and specifications approved by Grantor.
3. Grantees shall be responsible for all current and future maintenance, upkeep, sealing, caulking, painting and/or related work on the alteration to its points of intersection with the common elements of the condominium. Should the Grantees fail to fulfill this obligation or any other in this Covenant, the Westover Terraces Board of Directors may authorize the repair or removal of the alteration, and charge back the expense to the Unit.

UNIT ALTERATION COVENANT---1

Ret to: *John Matthews*
728 NW Westover Circle
Portland OR 97210

1 of 3

94 171034

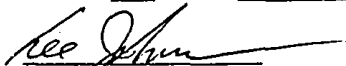
11-21-94

4. Grantees agree to remove at their own expense any modification found by a court of law to have been improperly made, and further agree to indemnify and hold the Association and its officers and directors and the Architectural Control Committee and its members harmless from any claims, losses or causes of action arising directly or indirectly from the grant of their approvals or from the alterations contemplated herein.

5. This Covenant shall run with the Grantees' Unit, and shall be binding upon Grantees and their heirs, executors, administrators, successors and assigns.

6. Grantees expressly agree that the approvals of the Westover Place Architectural Control Committee and The Terraces Board of Directors for the alterations proposed in the attached documents were given in reliance that the Grantees and their successors will perform each and every covenant herein, and further that the approvals shall not be construed by Grantees or their successors to create an estoppel against enforcement of each and every term of the applicable Declarations and of the Bylaws as amended as to the Grantees' Unit or any other Unit. Further, Grantees agree that the Board and Committee approvals for these alterations shall not operate as a waiver of the rights of the individual unit owners nor of the Westover Terraces Condominium Association as to enforcement or compliance with the applicable Declarations and Bylaws.

DATED this 29 day of October, 1994,


Lee Johnson
UNIT OWNER and GRANTEE

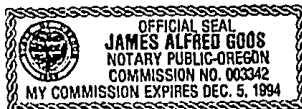

Eleanor B. Johnson
UNIT OWNER and GRANTEE

State of Oregon)
) ss
County of Multnomah)

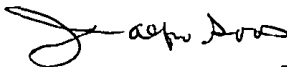
Subscribed to before a Notary Public for the State of Oregon on the date hereof by the above-named Grantee, who did declare that her execution hereof was her free act and deed.

746

746



UNIT ALTERATION COVENANT---2


OCTOBER 24, 1994

2

11-21-94

APPROVAL of WESTOVER PLACE ARCHITECTURAL CONTROL COMMITTEE

Having examined the plans and specifications attached hereto, and having read the above Covenant, the Westover Place Architectural Control Committee hereby signifies the approval sought by the Unit-owner.

Walter Davol
Walter Davol, Chairman

APPROVAL of WESTOVER TERRACES CONDOMINIUM ASSOCIATION

Pursuant to action of the Board of Directors at its meetings of September 14 and October 19, 1994, the undersigned officer is authorized and directed to execute this Covenant for and on behalf of Westover Terraces Condominium Association.

Thomas D. Taylor
Thomas D. Taylor, Chairman

STATE OF OREGON }
Multnomah County

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

94 NOV 21 AM 9:38

RECORDING SECTION
MULTNOMAH CO., OREGON

Vol Page 94 171034 On Page

Witness my hand and seal of office at the

Recorder of Conveyances

C Swick
Deputy

3

UNIT ALTERATION COVENANT---3

3

11-21-94

COVENANT for UNIT ALTERATION
at
THE TERRACES CONDOMINIUM

WHEREAS Article VII of the Declaration of Protective Covenants, Conditions and Restrictions for Westover Place established an Architectural Control Committee with the power to grant or deny permission for alterations that would change the exterior appearance or affect the common areas within Westover Place (which includes the condominiums known as King Square and The Terraces), and

WHEREAS, pursuant to provisions of the Oregon Condominium Act (ORS 94.480), Exhibit E to the Declaration Submitting Phase 1 of The Terraces Condominium to Oregon Unit Ownership Law established Bylaws governing a unit owners' association (now known as Westover Terraces Condominium Association, hereinafter termed "the Association"), and

WHEREAS the Declarations submitting all subsequent phases of The Terraces Condominium, including the one in which the below-named unit-owners' unit is located, adopted by reference the Bylaws established for earlier phases, and

WHEREAS Section 3 of Article VII of those Association Bylaws sets forth provisions governing grants of permission to unit owners desiring to make additions, alterations or improvements to units in The Terraces Condominium, including the provision that no such alteration, addition or improvement shall be begun before obtaining written consent of the Association Board, and

WHEREAS the undersigned owners (hereinafter Grantees) of Unit 37 located at 700 N.W. Westover Circle in The Terraces Condominium, have applied to the Westover Place Architectural Control Committee and to the Westover Terraces Condominium Association (hereinafter the Grantors) for their approvals to undertake the alterations proposed in the referenced plans and specifications,

Now THEREFORE, as an inducement for obtaining the desired grants of approval, Grantees covenant and agree as follows:

1. No work shall commence until the fully-executed and notarized original of this Covenant has been recorded in the Deed Records of Multnomah County, OR.
2. No work shall commence until all appropriate permits have been obtained and copies supplied to the Westover Place Architectural Control Committee and to the Board of the Westover Terraces Condominium Association. Grantees shall remain responsible for obtaining all building inspections, and shall facilitate the Architectural Control Committee's and the Association Board's oversight of the work in progress. All work will be performed in a workmanlike fashion and in conformity with plans and specifications approved by Grantor.
3. Grantees shall be responsible for all current and future maintenance, upkeep, sealing, caulking, painting and/or related work on the alteration to its points of intersection with the common elements of the condominium. Should the Grantees fail to fulfill this obligation or any other in this Covenant, the Westover Terraces Board of Directors may authorize the repair or removal of the alteration, and charge back the expense to the Unit.

Rit
To
UNIT ALTERATION COVENANT---1

WESTOVER TERRACES CONDOMINIUM ASSOCIATION
728 N.W. Westover Circle
Portland, OR 97210

94 172288

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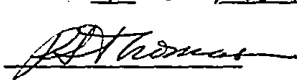
11-23-94

4. Grantees agree to remove at their own expense any modification found by a court of law to have been improperly made, and further agree to indemnify and hold the Association and its officers and directors and the Architectural Control Committee and its members harmless from any claims, losses or causes of action arising directly or indirectly from the grant of their approvals or from the alterations contemplated herein.

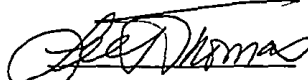
5. This Covenant shall run with the Grantees' Unit, and shall be binding upon Grantees and their heirs, executors, administrators, successors and assigns.

6. Grantees expressly agree that the approvals of the Westover Place Architectural Control Committee and The Terraces Board of Directors for the alterations proposed in the attached documents were given in reliance that the Grantees and their successors will perform each and every covenant herein, and further that the approvals shall not be construed by Grantees or their successors to create an estoppel against enforcement of each and every term of the applicable Declarations and of the Bylaws as amended as to the Grantees' Unit or any other Unit. Further, Grantees agree that the Board and Committee approvals for these alterations shall not operate as a waiver of the rights of the individual unit owners nor of the Westover Terraces Condominium Association as to enforcement or compliance with the applicable Declarations and Bylaws.

DATED this 11 day of NOVEMBER 1994,

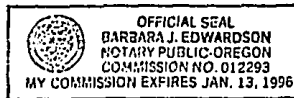


UNIT OWNER and GRANTEE

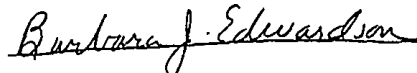


UNIT OWNER and GRANTEE

State of Oregon)
) ss
County of Multnomah)



Subscribed to before a Notary Public for the State of Oregon on the date hereof by the above-named Grantee, who did declare that her execution hereof was her free act and deed.

 11/11/94

UNIT ALTERATION COVENANT---2

2

11-23-94

APPROVAL of WESTOVER PLACE ARCHITECTURAL CONTROL COMMITTEE

Having examined the plans and specifications attached hereto, and having read the above Covenant, the Westover Place Architectural Control Committee hereby signifies the approval sought by the Unit-owner.

Walter T. Dwyer
Architectural Control Chairman
Westover Place Services Ass'n

APPROVAL of WESTOVER TERRACES CONDOMINIUM ASSOCIATION

Pursuant to action of the Board of Directors at its meetings of September 14 and October 19, 1994, the undersigned officer is authorized and directed to execute this Covenant for and on behalf of Westover Terraces Condominium Association.

John Dwyer
Chairman of the Board
Westover Terraces Condominium Ass'n

53

STATE OF OREGON }
Multnomah County } ss.
I, a Deputy for the Recorder of Concomances, in and for
the County herein certified, that the within instrument of
writing was received for record and recorded in the records
of said County
1994 NOV 23 AM 9:35
RECORDING SECTION
MULTNOMAH CO. OREGON
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witness my hand and seal of office affixed
Recorder of Concomances
C Swick
Deputy

UNIT ALTERATION COVENANT---3

3

1-23-94

Ref to Mathews
728 NW Westover Circle

Portland, OR 97210

COVENANT for UNIT ALTERATION
at
THE TERRACES CONDOMINIUM

WHEREAS Article VII of the Declaration of Protective Covenants, Conditions and Restrictions for Westover Place established an Architectural Control Committee with the power to grant or deny permission for alterations that would change the exterior appearance or affect the common areas within Westover Place (which includes the condominiums known as King Square and The Terraces), and

WHEREAS, pursuant to provisions of the Oregon Condominium Act (ORS 94.480), Exhibit E to the Declaration Submitting Phase 1 of The Terraces Condominium to Oregon Unit Ownership Law established Bylaws governing a unit owners' association (now known as Westover Terraces Condominium Association, hereinafter termed "the Association"), and

WHEREAS the Declarations submitting all subsequent phases of The Terraces Condominium, including the one in which the below-named unit-owners' unit is located, adopted by reference the Bylaws established for earlier phases, and

WHEREAS Section 3 of Article VII of those Association Bylaws sets forth provisions governing grants of permission to unit owners desiring to make additions, alterations or improvements to units in The Terraces Condominium, including the provision that no such alteration, addition or improvement shall be begun before obtaining written consent of the Association Board, and

WHEREAS the undersigned owners (hereinafter Grantees) of Unit 4 located at 708 N.W. Westover ~~Terrace~~ in The Terraces Condominium, have applied to the Westover Place Architectural Control Committee and to the Westover Terraces Condominium Association (hereinafter the Grantors) for their approvals to undertake the alterations proposed in the referenced plans and specifications,

Now THEREFORE, as an inducement for obtaining the desired grants of approval, Grantees covenant and agree as follows:

1. No work shall commence until the fully-executed and notarized original of this Covenant has been recorded in the Deed Records of Multnomah County, OR.
2. No work shall commence until all appropriate permits have been obtained and copies supplied to the Westover Place Architectural Control Committee and to the Board of the Westover Terraces Condominium Association. Grantees shall remain responsible for obtaining all building inspections, and shall facilitate the Architectural Control Committee's and the Association Board's oversight of the work in progress. All work will be performed in a workmanlike fashion and in conformity with plans and specifications approved by Grantor.
3. Grantees shall be responsible for all current and future maintenance, upkeep, sealing, caulking, painting and/or related work on the alteration to its points of intersection with the common elements of the condominium. Should the Grantees fail to fulfill this obligation or any other in this Covenant, the Westover Terraces Board of Directors may authorize the repair or removal of the alteration, and charge back the expense to the Unit.

UNIT ALTERATION COVENANT---1

1 of 3

94 174784

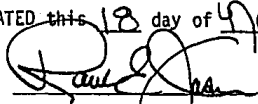
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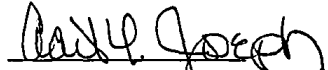
4. Grantees agree to remove at their own expense any modification found by a court of law to have been improperly made, and further agree to indemnify and hold the Association and its officers and directors and the Architectural Control Committee and its members harmless from any claims, losses or causes of action arising directly or indirectly from the grant of their approvals or from the alterations contemplated herein.

5. This Covenant shall run with the Grantees' Unit, and shall be binding upon Grantees and their heirs, executors, administrators, successors and assigns.

6. Grantees expressly agree that the approvals of the Westover Place Architectural Control Committee and The Terraces Board of Directors for the alterations proposed in the attached documents were given in reliance that the Grantees and their successors will perform each and every covenant herein, and further that the approvals shall not be construed by Grantees or their successors to create an estoppel against enforcement of each and every term of the applicable Declarations and of the Bylaws as amended as to the Grantees' Unit or any other Unit. Further, Grantees agree that the Board and Committee approvals for these alterations shall not operate as a waiver of the rights of the individual unit owners nor of the Westover Terraces Condominium Association as to enforcement or compliance with the applicable Declarations and Bylaws.

DATED this 18 day of November 1994,


UNIT OWNER and GRANTEE


UNIT OWNER and GRANTEE

State of Oregon)
) ss
County of Multnomah)

Subscribed to before a Notary Public for the State of Oregon on the date hereof by the above-named Grantee, who did declare that her execution hereof was her free act and deed.



*Patricia A. Voldbaek
Notary Public for Oregon
My Commission Expires 10-20-97*

UNIT ALTERATION COVENANT---2

2

11-30-94

APPROVAL of WESTOVER PLACE ARCHITECTURAL CONTROL COMMITTEE

Having examined the plans and specifications attached hereto, and having read the above Covenant, the Westover Place Architectural Control Committee hereby signifies the approval sought by the Unit-owner.

William T. Darr
Architectural Control Chairman
Westover Place Services Ass'n

APPROVAL of WESTOVER TERRACES CONDOMINIUM ASSOCIATION

Pursuant to action of the Board of Directors at its meetings of September 14 and October 19, 1994, the undersigned officer is authorized and directed to execute this Covenant for and on behalf of Westover Terraces Condominium Association.

MD Taylor
Chairman of the Board
Westover Terraces Condominium Ass'n

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 writing was received for record and recorded in the records of said County.

1994 NOV 30 AM 8:52
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MULTNOMAH CO OREGON

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Recorder of Conveyances
C Swick
Deputy

13

UNIT ALTERATION COVENANT---3

3

11-30-94

MODIFICATION AGREEMENT

THIS AGREEMENT is by and between the WESTOVER TERRACES CONDOMINIUM HOMEOWNERS' ASSOCIATION (the "Association") and LEE and ELEANOR JOHNSON, the Owners of Unit No. 33 at Westover Terraces Condominium (the "Owners:").

RECITALS:

Westover Terrace Condominium is a condominium located in Multnomah County, Oregon, and was created pursuant to a Declaration of Unit Ownership dated July 9, 1979, and recorded in the records of Multnomah County, Oregon, on as Document No. 20521, Book 1511, Page 993, et seq. (the "Condominium"). The said Declaration was thereafter amended and supplemented to, among other things, add additional units to the Condominium. The Condominium, through recordation of various Supplemental Declarations, now consists of 37 units. The various owners of the 37 units constitute the Association.

The Association's Board of Directors (the "Board") manages and operates the project and the Association, pursuant to provisions of the Declaration, Supplemental Declarations, Bylaws and Articles of Incorporation.

Owners are the owners of Unit No.33 in the Condominium and have exclusive right to use such unit, together with the limited common elements pertaining thereto.

Owners have asked permission of the Board to modify and/or make additions to portions of the limited common elements abutting his unit in the following particulars:

A trellis is to be added conforming to Huntington & Kiest drawing of October 1995 as amended by the addition of construction notes and details as specified by BMGP Engineers, Inc. on 12/4/95. (hereinafter referred to as the "Modification and/or Addition").

The Board believes it has the authority to approve the installation and existence of this Modification and/or Addition in the limited common elements without a vote of

PAGE 1 - MODIFICATION AGREEMENT

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



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1 of 5

SEPT 25, 1996

the members of the Association. Owners have represented that all of the modifications will be in the limited common elements pertaining to Owners' unit.

It is the desire of the Board and the Owners to enter into an agreement as to the Modification and/or Addition and its continued existence, including indemnification of the Board, other owners and the Association and to provide for reasonable use by the Owners which does not interfere with the use and enjoyment of other owners of their units and limited common elements or the general common elements.

IT IS AGREED:

1. Permission For Modification. Subject to the terms of this Agreement, including, but not limited to, obligations to remove it, the above-described Modification and/or Addition may be completed and may continue to exist.

2. Maintenance and Repair. The Modification and/or Addition and any replacement thereof shall be maintained in clean, sanitary, good repair, and aesthetic condition by the Owners.

3. Remedies of Association/Liens. If the Modification and/or Addition becomes unsanitary, unsightly or in disrepair, the Board may demand that it be removed at the expense of the Owners. If such repair or removal is not completed within sixty (60) days after written demand, the Board, without notice, may effect removal thereof and may charge the Owners (or their successors in interest) for the costs thereof and for the costs of repair to the common elements. Alternatively, the Board may determine the cost of removal and/or restoration and assess the Owners for such cost prior to such removal or restoration. Such assessment shall be both a personal obligation of the Owners (and their successors in interest) and a lien against Unit No. 722 in the same manner as any other Association assessment.

4. Damage to Common Elements/Obligation For Repair. Owners agree to repair and restore any and all damage to the common elements, whether limited or general, caused by the Modification and/or installation and/or existence, whether such damage or deterioration occurs or is discovered now or any time in the future.

SEPT 25, 1996

5. Liability and Indemnification/Insurance. The Owners shall indemnify, defend and hold the Association, all owners of other units, the members and officers of the Association harmless from any damage to any portion of the limited common elements or general common elements of the Condominium, and from any claims for personal injury, death or property damage arising from the use, location or operation of the Modification and/or Addition. The Owners shall maintain a policy of public liability insurance in an amount not less than \$250,000 naming the Association, its members and officers as additional insured parties for any claim, cause of action, suit or damages against them, or any of them, arising from the location, use or operation of the Modification and/or Addition.

6. Subsequent Litigation. Owners recognize the authority of the Board to grant approval for the installation and location of the Modification and/or Addition may be challenged.

In the event suit is brought against the Association, the Board or the Owner(s) demanding removal of the Modification and/or Addition, Owners (and their successors in interest) shall indemnify, defend and hold the Association and the Board members harmless from such suit or action and agrees to pay the Association's and the Board members' attorneys' fees incurred therein and in the event the suit is successful, Owners agree to promptly remove the Modification and/or Addition and restore the common elements to a condition comparable to common elements elsewhere in the Condominium at Owners' or Owners' successors' sole cost.

7. Continuing Obligation/Covenant Running With The Land. Any obligations of the Owners (or their successors in interest) incurred hereunder shall be both a personal obligation and a lien against Unit No. 722 and may be enforced in the same manner as any other obligation or assessment incurred pursuant to the Declaration, Supplemental Declaration or Bylaws of the Condominium. This Agreement shall be a covenant which shall run with the land and shall be binding upon the parties hereto and their successors, assigns, personal representatives, devisees and heirs.

SEPT 25, 1996

8. Costs and Attorneys' Fees. In the event suit or action is instituted to enforce any of the terms and provisions of this Agreement, the prevailing party in such suit or action shall be entitled to its reasonable attorneys' fees incurred therein and in any appeal therefrom or review thereof.

WESTOVER TERRACES CONDOMINIUM
HOMEOWNERS' ASSOCIATION

Dated: 8/20 1996

By Joseph L. Weisinger
Chairman

Dated: 8/30 1996

By Phyllis A. ...
Secretary

Dated: 7/9/96 1996

Robert Lee ...
Owner of Unit 33 (722 Westover Circle)

Dated: 7/9/96 1996

E. ... B. Johnson
Owner of Unit 33 (722 Westover Circle)

(ACKNOWLEDGMENTS ARE ON FOLLOWING PAGE)

SEPT 25, 1996

STATE OF OREGON)
County of Multnomah) ss.

August 20, 1996

Personally appeared the above named Joseph Stein
and Philip Becker, who being first duly sworn, did say that they
are the Chairman and Secretary, respectively, of Westover Terraces Condominium
Homeowners' Association, and that the foregoing instrument was signed on behalf of
said Association by authority of its Board of Directors as its voluntary act and deed.

Before me:



Cheryl A. Brendle
NOTARY PUBLIC FOR OREGON
My commission expires: 5/25/99

STATE OF OREGON)
County of Multnomah) ss.

July 9 1996

Personally appeared the above named R. Leo JOHNSON
and acknowledged the foregoing instrument as his voluntary act and deed.

Before me:



Jann Busto
NOTARY PUBLIC FOR OREGON
My commission expires: 3/3/98

STATE OF OREGON)
County of Multnomah) ss.

July 9 1996

Personally appeared the above named ELEANOR JOHNSON
and acknowledged the foregoing instrument as her voluntary act and deed.

Before me:



Jann Busto
NOTARY PUBLIC FOR OREGON
My commission expires: 3/3/98

SEPT 25, 1996

AMENDMENT TO THE BYLAWS OF

THE TERRACES CONDOMINIUM

RECITALS:

The Bylaws for The Terraces Condominium were recorded in the Deed Records of Multnomah County, Oregon on July 9, 1979 in Book 1379, pages 1593-1619.

Pursuant to an amendment recorded on July 10, 1991 in Book 2433, Page 654 in the Deed Records of Multnomah County, Article III, Sections 1 and 3 now provide that the affairs of the Association shall be governed by a board composed of seven (7) to nine (9) directors.

The owners desire to reduce the number of directors required to serve on the board from nine (9) persons to seven (7) persons.

AMENDMENT:

Article III, Section 1 is deleted in its entirety and superseded with the following:

"The affairs of the Association shall be governed by a Board of Directors composed of seven (7) directors, as provided in Section 3 of this Article. All directors shall be owners or co-owners of units of the condominium. For purposes of this section, the designee of any owner may be considered co-owner of any units owned.

Article III, Section 3 is deleted in its entirety and superseded with the following:

"The term of office for each director shall be three (3) years. The terms shall alternate so that two directors are elected in one year, two in the next year and three in the third year."

The undersigned Chairman and Secretary of Association of Unit Owners of The Terraces Condominium hereby certify that the foregoing amendment to the Bylaws of The Terraces Condominium was adopted by a vote of not less than seventy-five percent (75%) of the owners at a duly-called annual meeting of the Association.

1 - AMENDMENT TO BYLAWS

1 of 2

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



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SEPT 25, 1996

Date: 8/20/96

Joseph L. Heiny
CHAIRMAN

Date: 8/20/96

Phyllis Kuter
SECRETARY

STATE OF OREGON

COUNTY OF Multnomah

} ss. August 20, 1996

Personally appeared Joseph Heiny and Phyllis Kuter who both being duly sworn said that they are the Chairman and Secretary, respectively, of the Association of Unit Owners of The Terrace Condominium, and they acknowledged this document to be its voluntary act and deed.

Before me:



Cheryl A. Brendle
Notary Public for Oregon
My Commission Expires: 5/25/99

2

SEPT 25, 1996

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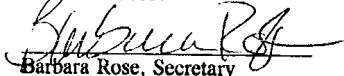
decisions shall be made by a majority of its voting members (i.e., the Board of Directors).

" 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

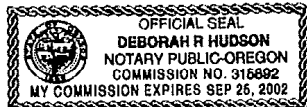
WESTOVER PLACE SERVICES
ASSOCIATION


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

Multnomah County Official Records
R Weldon, Deputy Clerk

2014-057727

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\$30.00 \$11.00 \$10.00 \$20.00

\$71.00

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

**AMENDMENT TO THE BYLAWS OF
THE ASSOCIATION OF UNIT OWNERS
OF THE TERRACES CONDOMINIUM**

RECITALS

The Declaration Submitting Phase I of The Terraces Condominium to Oregon Unit Ownership Law was recorded in Book 1379, Pages 1573, *et. seq.*, in the deed records of Multnomah County, Oregon on July 7, 1979; the Declaration Submitting Phase 2 of The Terraces Condominium to Oregon Unit Ownership Law was recorded in Book 1386, Pages 1037, *et. seq.*, in the deed records of Multnomah County, Oregon on September 27, 1979; The Declaration Submitting Phase 3 of The Terraces Condominium to Oregon Unit Ownership Law was recorded in Book 3203, Pages 1496, *et. seq.*, in the deed records of Multnomah County, Oregon on January 14, 1981; the Supplemental Declaration Submitting Phases 4-5 of the Terraces Condominium to Oregon Unit Ownership Law was recorded in Book 20521, Pages 1511, *et. seq.*, in the deed records of Multnomah County, Oregon on March 23, 1981, all as amended from time to time (the "Declaration") and the Bylaws of the Association of Unit Owners of The Terraces Condominium (the "Bylaws") attached as Exhibit E to the Declaration were recorded in Book 1379, Pages 1573, *et. seq.*, in the deed records of Multnomah County, Oregon on July 7, 1979, as amended from time to time.

To enhance the livability of the units and to more clearly express when and how pets may be kept in a unit, the Association members voted to amend the pet restriction provisions of these Bylaws.

To enhance the availability of purchase-money financing, the Association members have voted to restrict leasing of units and to provide a procedure for enforcing such restriction, for maintaining a record of units being leased, and for maintaining a waiting list of unit owners that wish to lease their units.

Members of the Association of Unit Owners of The Terraces Condominium (the "Association") have voted to amend the Bylaws to restrict the leasing of units and change the pet policy.

AMENDMENTS

Article VII, Section 5(d) is hereby deleted and replaced with the following:

(5)(d) Pet Policy. No animals or fowls shall be raised, kept or permitted within the Condominium or any part thereof, except: (i) domestic dogs that are not bred, trained or kept to attack or engage in fighting (no specific breeds are banned); (ii) domestic cats kept within a unit; and (iii) a reasonable number of other small, non-domesticated animals, including birds, kept in a cage, terrarium or aquarium, but specifically excluding any exotic or poisonous animals. No such dogs or cats shall be permitted to run at large or be kept, bred or raised for commercial purposes. A total of two (2) pets (dogs or cats) in total per unit shall be permitted. Any unit owner who maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Association and each of its members free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Association and shall be registered and inoculated as required by law. Further, such owner shall abide by the Municipal Sanitary Regulations, leash laws, and rules and regulations of the Association created by the Board of Directors. The Board of Directors shall have the power to require any owner or occupant whose pet is a nuisance, to remove such pet from the premises. This change in Pet Policy shall not affect any current owner who has more than two (2) pets and shall be effective as to such owner's unit only upon conveyance of such owner's unit to a new owner.

Article VII, Section 5(h) of the Bylaws is hereby deleted and replaced with the addition of Article VII, Section 9:

9. Use of Units. The units shall be occupied and used by the respective owners only for single-family residential purposes for the owner, the owner's family or domestic partner, tenant and social guests and for no other purposes. Any lease or rental agreement shall be subject to the terms and provisions contained in this Declaration, the Bylaws, and the rules and regulations of the Association. The number of units which may be rented are limited to six (6) ("Rental Threshold"), except in the case of hardship where the number of rental units may be increased to eight (8) as set forth herein.

9.1 Leasing Restriction. No owner may lease or rent less than his/her entire unit and no such owner may rent his/her unit for transient or motel purposes. With the exception of a lender in possession of a unit following default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner may rent or lease his/her unit for a period of less than twelve (12) months. Provided, however, any twelve-month or longer lease may be extended beyond such term on a month-to-month

basis. Except as provided in this Section, as of the date this amendment is adopted, any unit owner not currently renting his/her unit(s) may not enter into any new rental arrangement for such unit except in compliance with this Section. "Owner-occupied" shall mean any period during which the unit is occupied by an owner or an owner's spouse, domestic partner, caregiver, children, grandchildren or parents as a primary or secondary residence and no rent is charged such occupants. A vacant unit not available for renting or leasing shall also be considered "owner-occupied."

9.2 Hardship. If the Rental Threshold has already been reached, a unit owner may apply to the Board of Directors for a hardship-based exception; provided, however, that no hardship-based exception shall be granted if doing so causes the non-owner occupancy rate to exceed eight (8) units. The following situations may be considered for hardship-based exceptions and, if the Board, in its sole and unfettered discretion, determines that a hardship exists, it may permit a unit to be leased on a month-to-month basis not to exceed one (1) year: (1) if the unit owner or his/her spouse or domestic partner relocates for work purposes; or, (2) if the unit owner dies, is hospitalized for a protracted illness, or is placed in a nursing home or a convalescent home or other facility or with family members due to illness. The Board of Directors, in its sole and unfettered discretion, shall determine whether a unit owner's situation meets any of the factual situations set forth above and thus qualifies for a hardship-based exception.

9.3 Existing Tenancies. Except for the restriction that no owner may lease or rent less than his/her entire unit and that an owner may not rent his/her unit for transient or motel purposes, the restriction on renting or leasing units shall not apply to any unit that, as of the date of adoption hereof, is being leased or rented, hereinafter referred to as an "exempt unit." However, the leased exempt unit shall count towards the Rental Threshold. The owner of such exempt unit may continue to rent such unit; provided, however, that if, for any period exceeding thirty (30) days, such unit becomes owner-occupied, the owner thereof no longer may continue to rent such unit unless it complies with the Rental Threshold above. An owner with one exempt unit is not automatically entitled to an exemption with respect to any other unit. The renting restrictions contained in this Section apply independently to each unit owned by an owner and exemptions may not be transferred to an owner's successors and assigns, including, but not limited to, persons who acquire a unit through inheritance or gift.

9.4 Units Held for Sale. The owner of a unit may lease such unit for a term shorter than twelve (12) months and may lease such unit on a month-to-month basis if, and only if, such unit is being held for sale. However, the leased unit shall count toward the Rental Threshold. Such exemption does not automatically apply to any other unit owned by the same owner, and the twelve (12) month requirement applies independently to such other units and to

such owner's successors and assigns, including, but not limited to, persons who acquire the unit through inheritance or gift.

9.5 Procedure/Waiting List. Prior to entering into any lease agreement, a unit owner shall notify the Board of Directors in writing of his/her intent to lease or rent such owner's unit, the name and address of the proposed tenant, and the circumstances of the proposed arrangement. Within fifteen (15) days of such notification, the Board shall advise the unit owner of whether such proposed tenancy would or would not exceed the Rental Threshold and, if it would exceed the Rental Threshold, the Board shall place the unit owner on a waiting list and shall notify such owner when such owner's unit may be rented. Provided, however, an owner on the waiting list may apply for a hardship exemption if such owner believes the circumstances are appropriate for such an exemption. Once a unit owner is notified that his/her unit may be rented, such owner, within three (3) months from the date of such notice, shall enter into a lease with a tenant. If a notified owner has not entered into such a lease within such period, the Board shall place such unit owner at the end of the waiting list and shall notify the next owner on such list that he may rent his/her unit. An owner that receives permission from the Board to rent his/her unit may continue to rent such unit upon the expiration or termination of each tenancy, provided that, if for any period exceeding thirty (30) days the unit becomes owner-occupied, the owner must reapply to the Board for permission to rent his/her unit.

9.6 Contents of Leases. All leases made subject to this Section 7.7 shall be in writing, shall have an initial term of no less than twelve (12) months and shall comply with all applicable local, state and federal fair housing and landlord/tenant laws. Each lease shall also state clearly that the tenancy is subject to the Declaration, Bylaws and Rules and Regulations, shall contain the contact information for the Board and shall cite all relevant portions of the Bylaws and any Rules and Regulations pertaining to the use restrictions and standard of care for the units and common elements of the Condominium.

9.7 Compliance with Documents. All tenants shall be subject to the terms of the Declaration, Bylaws, and Rules and Regulations of the Association and the Board of Directors. Each lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations and that any failure by a lessee to comply with the terms thereof shall be a default under the lease. Each tenant shall be provided copies of the Declaration, Bylaws and Rules and Regulations by the owner of the unit being leased at the beginning of the lease term and thereafter with any amendments to such documents. A unit owner may be assessed personally for any expenses incurred by the Association resulting from damage to the common elements caused by such owner's tenant. After giving notice and an opportunity to be heard, owners may be fined for their tenant's noncompliance with any provision of the Declaration, Bylaws and Rules and

Regulations, and such fines shall be collectible as assessments as elsewhere provided in the Bylaws. The unit owner shall provide a fully executed copy of each lease to the Board of Directors.

9.8 Enforcement. If a unit owner fails to follow the procedures set forth in this Section with respect to the leasing of his unit, at any time after learning of such leasing, the Board of Directors may charge such owner an administrative fee, the amount of which shall be determined from time to time by Board resolution. The purpose of the fee is to reimburse the Association for time, costs and expenses of management time incurred to obtain information about the tenant and to provide such tenant with copies of Association documents. Provided, however, that charging an owner an administrative fee and/or providing such owner's tenant with copies of Association documents shall not bar or limit the Association's remedies arising from such owner's violations of the provisions of the Declaration, Bylaws and Rules and Regulations, including, without limitation, the right to sue for an injunction, for damages and to remove the tenant in the event that the tenancy violates any provision of this Section.

9.9 Lease of Parking Units and Garage Units. No owner may lease a parking unit to anyone other than another owner or occupant of a dwelling unit.

9.10 Liability Insurance. All tenants shall be required to maintain a public liability policy in a minimum amount established by the Board of Directors from time to time, and during the tenancy of such tenant the unit owner shall provide a current copy of such policy to the Board.

It is hereby certified that the foregoing amendments have been approved by the required percentage of the Association members.

ASSOCIATION OF UNIT OWNERS OF
THE TERRACES CONDOMINIUM

Dated: 6/13/14

By: Sean Breen
Chairman

Dated: 13 June 2014

By: William Z. Smith
Secretary

(ACKNOWLEDGMENTS ON FOLLOWING PAGE)

STATE OF OREGON)
County of Multnomah) ss.

June 13, 2014

Personally appeared before me the above-named Sean Breen who, being duly sworn, did say that he/she is the **Chairman** of the Association of Unit Owners of The Terraces 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.

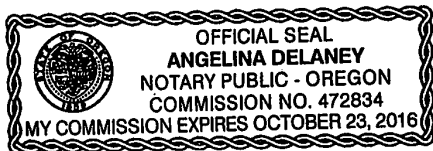


Angelina Delaney
Notary Public for Oregon

STATE OF OREGON)
County of Multnomah) ss.

June 13, 2014

Personally appeared before me the above-named William Smith who, being duly sworn, did say that he/she is the **Secretary** of the Association of Unit Owners of The Terraces 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.



Angelina Delaney
Notary Public for Oregon