

SURVEYOR'S CERTIFICATE

I, GARY E. PAUL, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ANNEXED MAP OF "VAUX CONDOMINIUMS", SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION TO THE CITY OF PORTLAND" AND LOTS 5-10, BLOCK 315, "COUCH'S ADDITION TO THE CITY OF PORTLAND" AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INITIAL POINT, A 5/8-INCH x 30-INCH IRON ROD WITH A YELLOW PLASTIC CAP INSCRIBED "OTAK INC.", SET AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 7 AND BEARING S.89°58'00"W., 721.15 FEET FROM A 5/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 310, SAID "COUCH'S ADDITION TO THE CITY OF PORTLAND", FROM SAID INITIAL POINT THENCE N.89°58'00"E. ALONG THE SOUTH LINE OF SAID BLOCK 7 AND THE SOUTH LINE OF SAID BLOCK 315, A DISTANCE OF 361.15 FEET TO THE SOUTHWEST CORNER OF LOT 5, SAID BLOCK 315; THENCE N.00°02'00"W. ALONG THE EAST LINE OF LOTS 5 AND 6, SAID BLOCK 315, A DISTANCE OF 189.89 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, THENCE S.89°58'00"W. ALONG THE NORTH LINE OF SAID BLOCK 315 AND THE NORTH LINE OF SAID BLOCK 7, A DISTANCE OF 361.15 FEET TO THE NORTHWEST CORNER OF LOT 7, SAID BLOCK 7; THENCE S.00°02'00"E. ALONG THE WEST LINE OF SAID BLOCK 7, A DISTANCE OF 159.59 FEET TO THE INITIAL POINT. CONTAINS 1.037 ACRES, MORE OR LESS.

GARY E. PAUL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2888

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE "VAUX CONDOMINIUMS", THE BASIS OF BEARINGS (N.89°58'00"E.) AND OUTLINES ARE PER SURVEY NO. 59901. MULTNOMAH COUNTY SURVEY RECORDS. I HELD ALL MONUMENTS AND DATA FROM SAID SURVEY TO ESTABLISH THE PLAT BOUNDARY. FOUND MONUMENTS SHOWN AND MONUMENT DATA ARE PER SURVEY NO. 59901.

VAUX CONDOMINIUMS
LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
LOTS 5-10, BLOCK 315 "COUCH'S ADDITION"
SW 1/4 SECTION 28, T.1N., R.1E., W.M.
CITY OF PORTLAND
MULTNOMAH COUNTY, OREGON
SURVEYED JANUARY 11, 2006
SHEET 1 OF 19

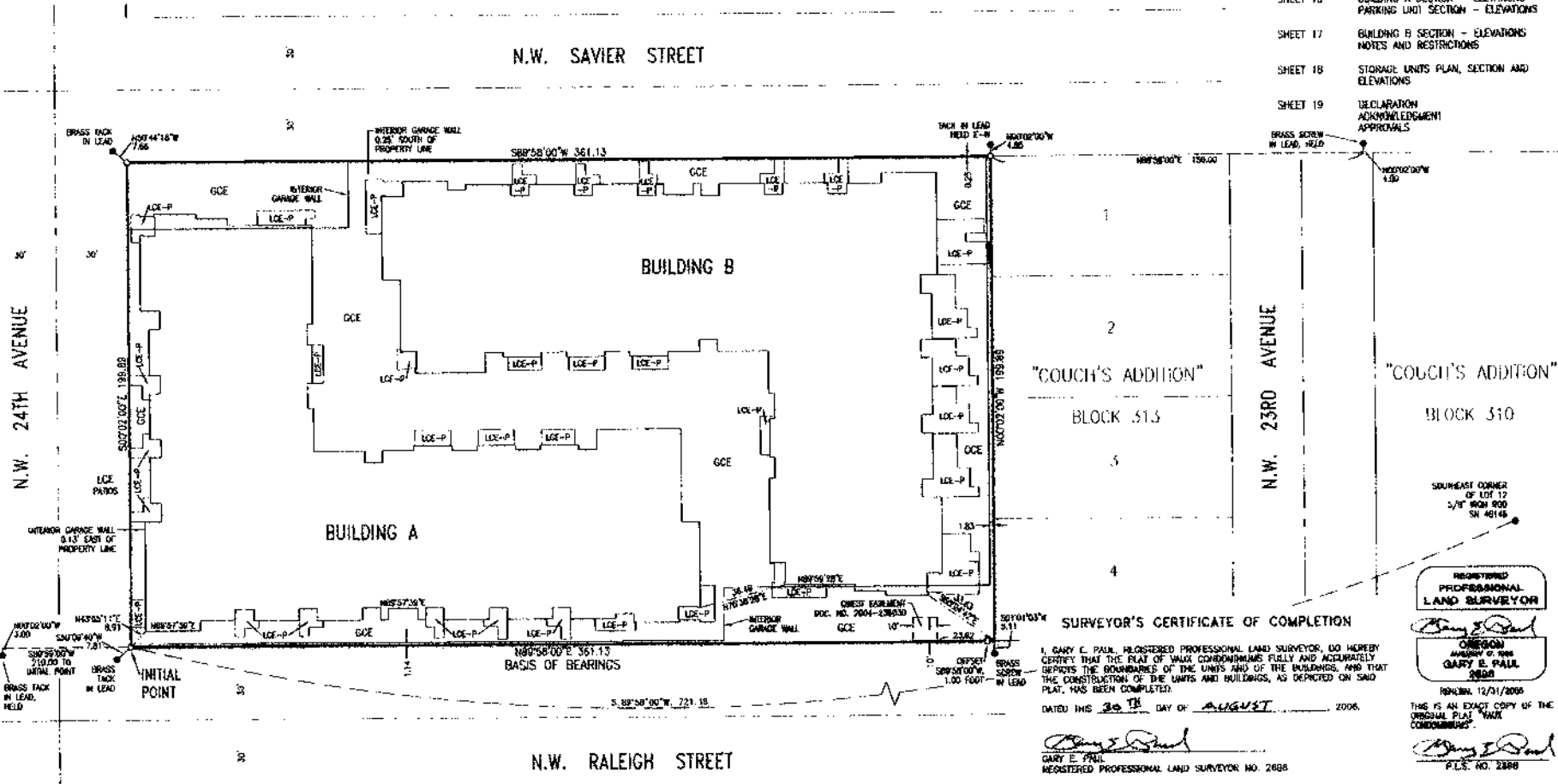


LEGEND

- DENOTES MONUMENT FOUND AS NOTED
- DENOTES 5/8" x 30" IRON ROD WITH A YELLOW PLASTIC CAP INSCRIBED "OTAK INC." SET ON JULY 5, 2006.
- GCE DENOTES GENERAL COMMON ELEMENT
- GCE NO. DENOTES DOCUMENT NUMBER MULTNOMAH COUNTY DEED RECORDS
- LCE-P DENOTES LIMITED COMMON ELEMENT PAID

TABLE OF CONTENTS

SHEET 1	PLAT BOUNDARY NARRATIVE BUILDING AND GARAGE LOCATION SURVEYOR'S CERTIFICATE SURVEYOR'S BUILDING CERTIFICATE GCE AND LCE-P LOCATIONS
SHEET 2	BUILDING FOUNDATION PLANS GARAGE WALL PLAN
SHEET 3	GARAGE (PARKING UNIT) PLAN
SHEETS 4,5	BUILDING A - FIRST FLOOR PLAN
SHEETS 6,7	BUILDING A - SECOND AND THIRD FLOOR PLANS
SHEETS 8,9	BUILDING A - FOURTH FLOOR PLAN
SHEETS 10,11	BUILDING B - FIRST FLOOR PLAN
SHEETS 12,13	BUILDING B - SECOND AND THIRD FLOOR PLANS
SHEETS 14,15	BUILDING B - FOURTH FLOOR PLAN
SHEET 16	BUILDING A SECTION - ELEVATIONS PARKING UNIT SECTION - ELEVATIONS
SHEET 17	BUILDING B SECTION - ELEVATIONS NOTES AND RESTRICTIONS
SHEET 18	STORAGE UNITS PLAN, SECTION AND ELEVATIONS
SHEET 19	DECLARATION ACKNOWLEDGMENT APPROVALS



SURVEYOR'S CERTIFICATE OF COMPLETION

I, GARY E. PAUL, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF VAUX CONDOMINIUMS FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS AND OF THE BUILDINGS, AND THAT THE CONSTRUCTION OF THE UNITS AND BUILDINGS, AS DEPICTED ON SAID PLAT, HAS BEEN COMPLETED.

DATED THIS 30TH DAY OF AUGUST, 2006.

GARY E. PAUL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2888

REGISTERED PROFESSIONAL LAND SURVEYOR

GARY E. PAUL
2888

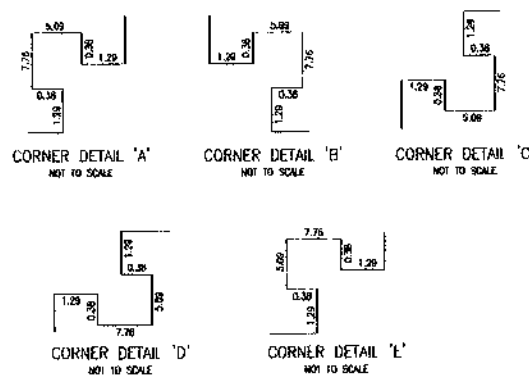
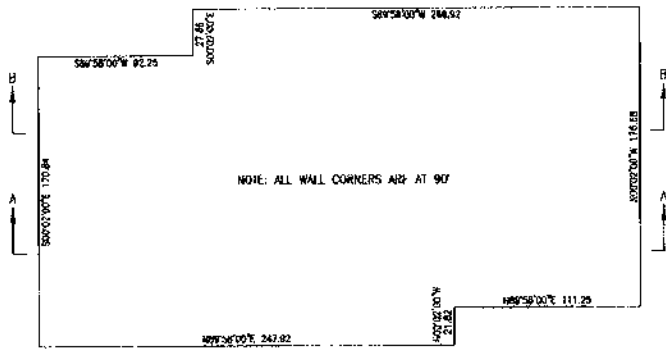
REVISION 12/31/2006

THIS IS AN EXACT COPY OF THE ORIGINAL PLAT "VAUX CONDOMINIUMS".

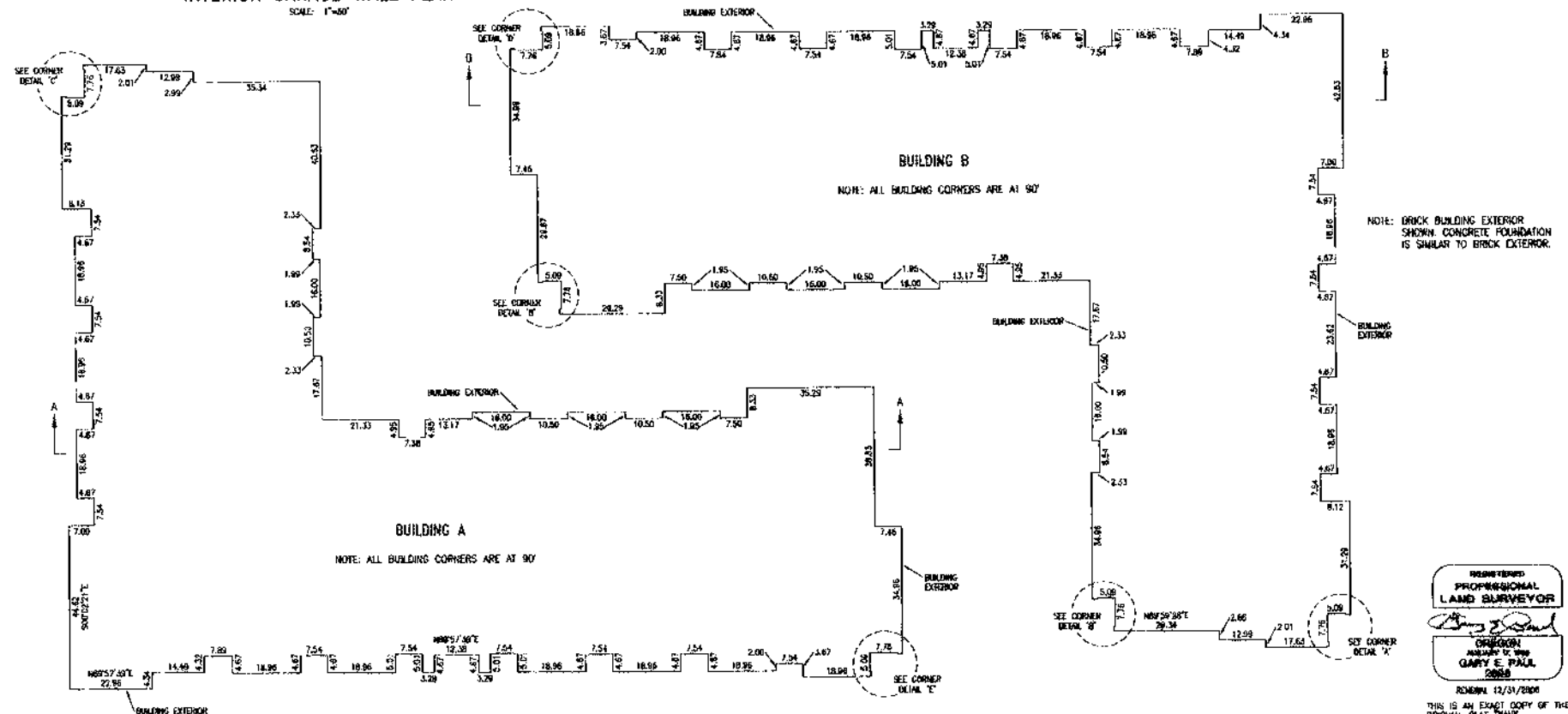
GARY E. PAUL
P.L.S. NO. 2888

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, 'GOLDSMITH'S ADDITION' AND
 LOTS 5-10, BLOCK 313 'COUCH'S ADDITION'
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2008
 SHEET 2 OF 19

otak SURVEY ENGINEER
 17255 S.W. BROWN BLVD
 LAKE OSBORN, OREGON 97034
 (503)445-3618 FAX (503)445-3200



INTERIOR GARAGE WALL PLAN
 SCALE: 1"=60'

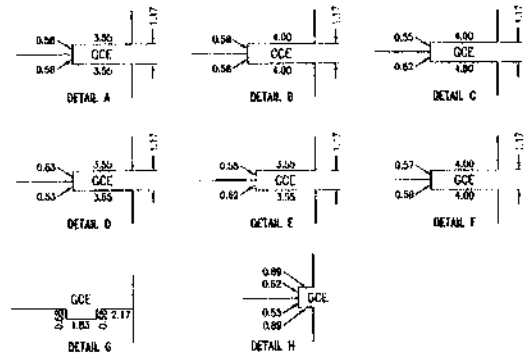


FOUNDATION-EXTERIOR PLAN
 SCALE: 1"=20'

FOUNDATION- EXTERIOR PLAN
 SCALE: 1"=20'

REGISTERED PROFESSIONAL LAND SURVEYOR
 GARY E. PAUL
 2008
 REVISION 12/31/2008
 THIS IS AN EXACT COPY OF THE ORIGINAL PLAT FILED CONDOMINIUMS.
 P.L.S. NO. 2466

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-16, BLOCK 318 "COUCH'S ADDITION"
 SW 1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2006
 SHEET 3 OF 19



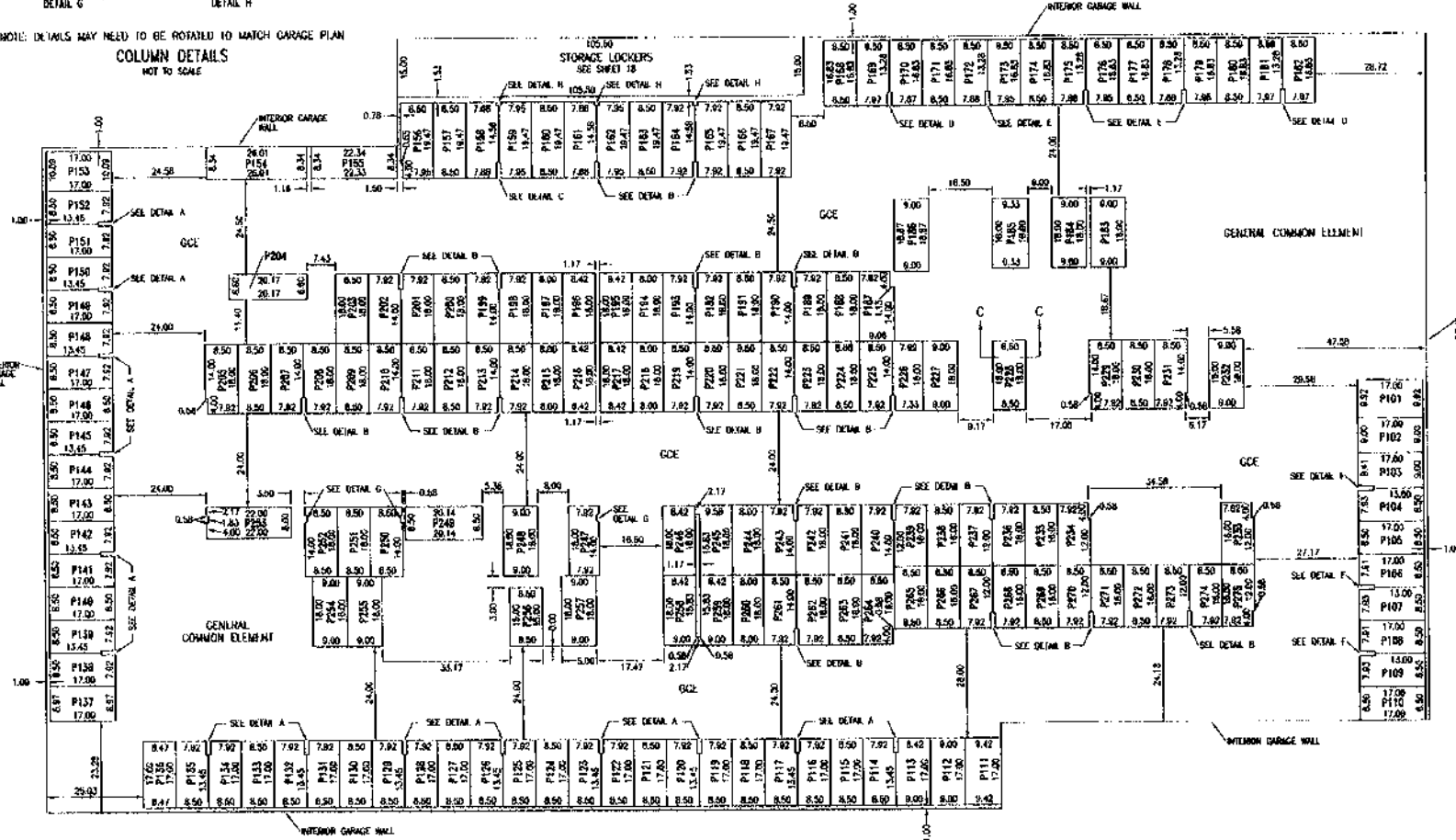
NOTE: DETAILS MAY NEED TO BE REWROUGHT TO MATCH GARAGE PLAN

COLUMN DETAILS
NOT TO SCALE

LEGEND
 GCE DENOTES GENERAL COMMON ELEMENT
 P DENOTES PARKING UNIT
 S.F. DENOTES SQUARE FEET
 NOTE: SEE SHEET 18 FOR STORAGE UNIT PLANS AND ELEVATIONS.
 SEE SHEET 16 FOR PARKING UNIT SECTION AND ELEVATIONS.
 ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90 UNLESS OTHERWISE NOTED.

PARKING UNIT AREAS

UNIT NO.	AREA
P154	217 S.F.
P162	186 S.F.
P163	176 S.F.
P164	173 S.F.
P169	171 S.F.
P181	169 S.F.
P185, P186	168 S.F.
P197, P180, P161	162 S.F.
P199	162 S.F.
P196, P195, P182, P164, P185	163 S.F.
P188, P181, P183, P184, P227, P232, P248, P254, P255, P267	162 S.F.
P111	160 S.F.
P187	156 S.F.
P187, P240	154 S.F.
P102, P112, P188, P181, P200, P203, P208, P212, P221, P224, P228, P230, P241, 251, P258, P259	153 S.F.
P137, P195, P196, P216, P217, P246, P250, P252	152 S.F.
P103, P113, P189, P190, P182, P193, P198, P199, P202, P205, P207, P209, P210, P211, P213, P214, P219, P220, P222, P223, P225, P229, P231, P240, P242, P243, P249, P262, P264	151 S.F.
P105, P110, P116, P118, P119, P121, P122, P123, P127, P130, P133, P140, P143, P146	149 S.F.
P156, P184, P187, P215, P218, P244, P250	144 S.F.
P168, P171, P174, P177, P180	143 S.F.
P184, P108-P110, P115, P116, P117, P121, P122, P123, P128, P129, P134, P136, P138, P139, P141, P142, P144, P145, P147-P150	142 S.F.
P185, P170, P172, P173, P174, P176, P178, P179, P181, P182, P197	141 S.F.
P226	140 S.F.
P235, P236, P265, P266, P268, P274	138 S.F.
P233, P234, P236, P137, P238, P267, P268, P270, P271, P272, P273, P274, P275	134 S.F.
P204	133 S.F.
P206	128 S.F.



BUILDING - GARAGE PLAN
SCALE: 1"=20'

REGISTERED PROFESSIONAL LAND SURVEYOR
 GARY B. PAUL
 2806
 REVISION: 12/31/2006
 THIS IS AN EXACT COPY OF THE ORIGINAL PLAN "VAUX CONDOMINIUMS"
 P.L.S. NO. 2608

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-10, BLOCK 313 "COUGH'S ADDITION"
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2008
 SHEET 4 OF 19

BOOK 1278 PAGE 80

NOTE: SEE SHEET 16 FOR BUILDING SECTION A-A AND UNIT ELEVATIONS.

ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90° UNLESS OTHERWISE NOTED.

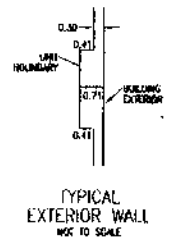
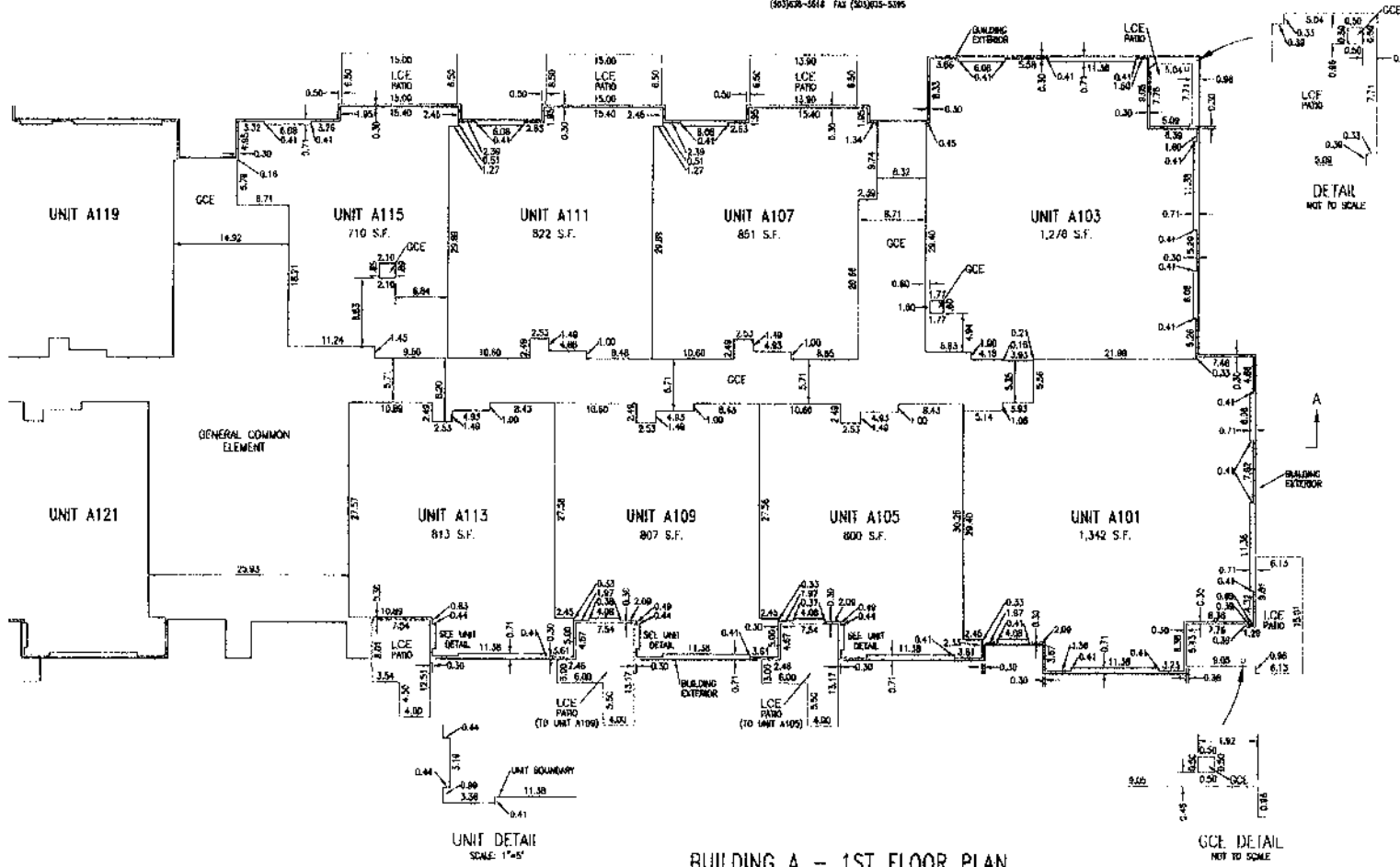


otak
 INCORPORATED
 SURVEYORS
 ENGINEERS
 PLANNERS

17349 S.W. BUCKLEY PEAK ROAD
 LAKE OSWEGO, OREGON 97035
 (503)262-5616 FAX (503)262-5395

LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
- S.F. DENOTES SQUARE FEET



UNIT DETAIL
 SCALE: 1"=5'

BUILDING A - 1ST FLOOR PLAN
 SCALE: 1"=10'

GCE DETAIL
 NOT TO SCALE

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 OREGON
 JANUARY 17, 1989
 GARY E. BALL
 2888

REVISION 12/31/2008
 THIS IS AN EXACT COPY OF
 THE ORIGINAL PLAT "VAUX
 CONDOMINIUMS"

 P.L.S. NO. 7890

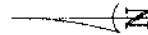
VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, 'GOLDSMITH'S ADDITION' AND
 LOTS 5-10, BLOCK 313 'COUGH'S ADDITION'
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2006
 SHEET 5 OF 10

NOTE: SEE SHEET 18 FOR BUILDING SECTION A-A AND UNIT ELEVATIONS.

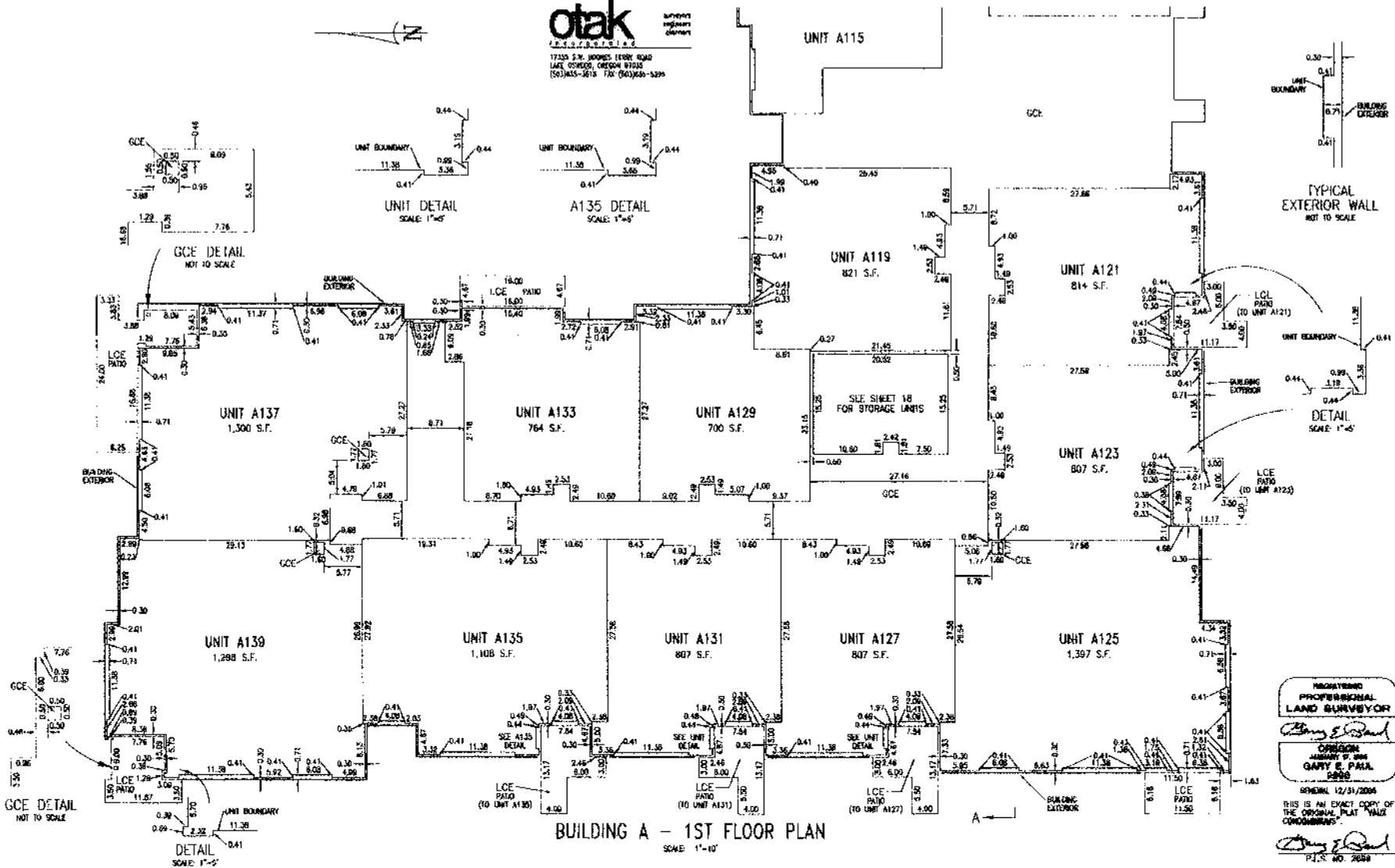
ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90° UNLESS OTHERWISE NOTED.

LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
- S.F. DENOTES SQUARE FEET



otak
 LAND SURVEYORS & ENGINEERS
 17325 S.W. JOHNS FERRY ROAD
 LAKE OSWEGO, OREGON 97030
 (503)443-3676 FAX (503)460-5395



BUILDING A - 1ST FLOOR PLAN
 SCALE: 1"=10"

REGISTERED PROFESSIONAL LAND SURVEYOR
Garry E. Palla
 OREGON
 JANUARY 11, 2006
GARRY E. PALLA
 2888
 GENERAL 12/31/2004
 THIS IS AN EXACT COPY OF THE ORIGINAL PLAT VAUX CONDOMINIUMS.
Garry E. Palla
 P.L.S. NO. 2888

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-10, BLOCK 318 "COUCH'S ADDITION"
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2008
 SHEET 8 OF 19

BOOK 1278 PAGE 82

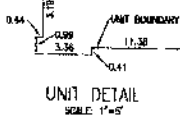
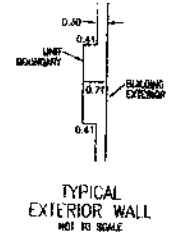
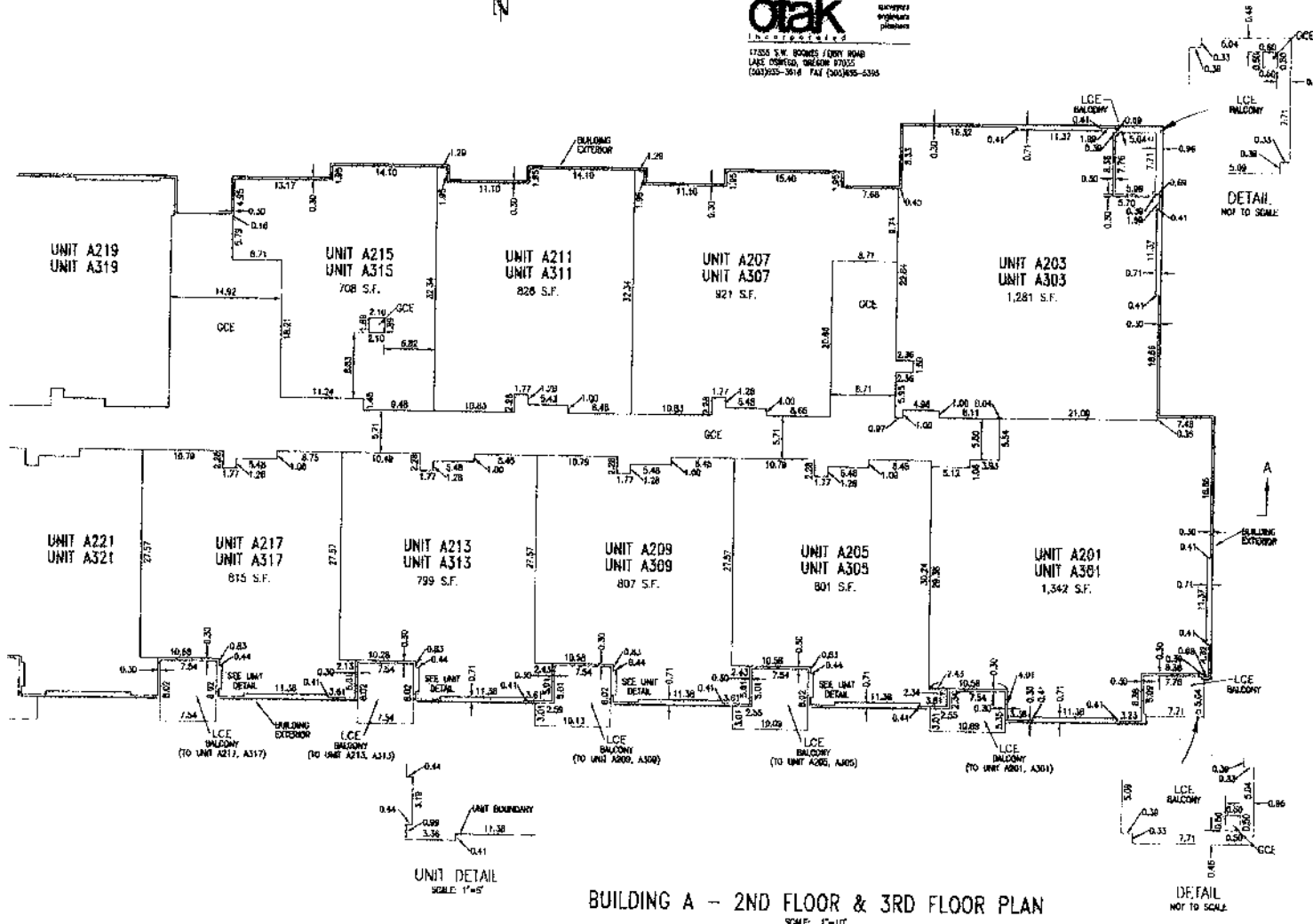
NOTE: SEE SHEET 18 FOR BUILDING SECTION
 A-A AND UNIT ELEVATIONS.

ALL UNIT AND COMMON ELEMENT
 BOUNDARIES ARE AT 90° UNLESS
 OTHERWISE NOTED.

otak SURVEYING
 ENGINEERS
 PLLC
 17255 S.W. BOODES LANE ROAD
 LAKE OSWEGO, OREGON 97035
 (503)933-3618 FAX (503)933-5395

LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
- S.F. DENOTES SQUARE FEET



BUILDING A -- 2ND FLOOR & 3RD FLOOR PLAN
 SCALE: 1/4"=1'-0"

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Gary S. Pail
 OREGON
 LICENSE NO. 988
 GARY S. PAIL
 2006
 GENERAL 12/31/2008
 THIS IS AN EXACT COPY OF
 THE ORIGINAL PLAT "VAUX
 CONDOMINIUMS".
Gary S. Pail
 P.L.S. NO. 2688

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-10, BLOCK 318 "COUCH'S ADDITION"
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2008

SHEET 7 OF 19

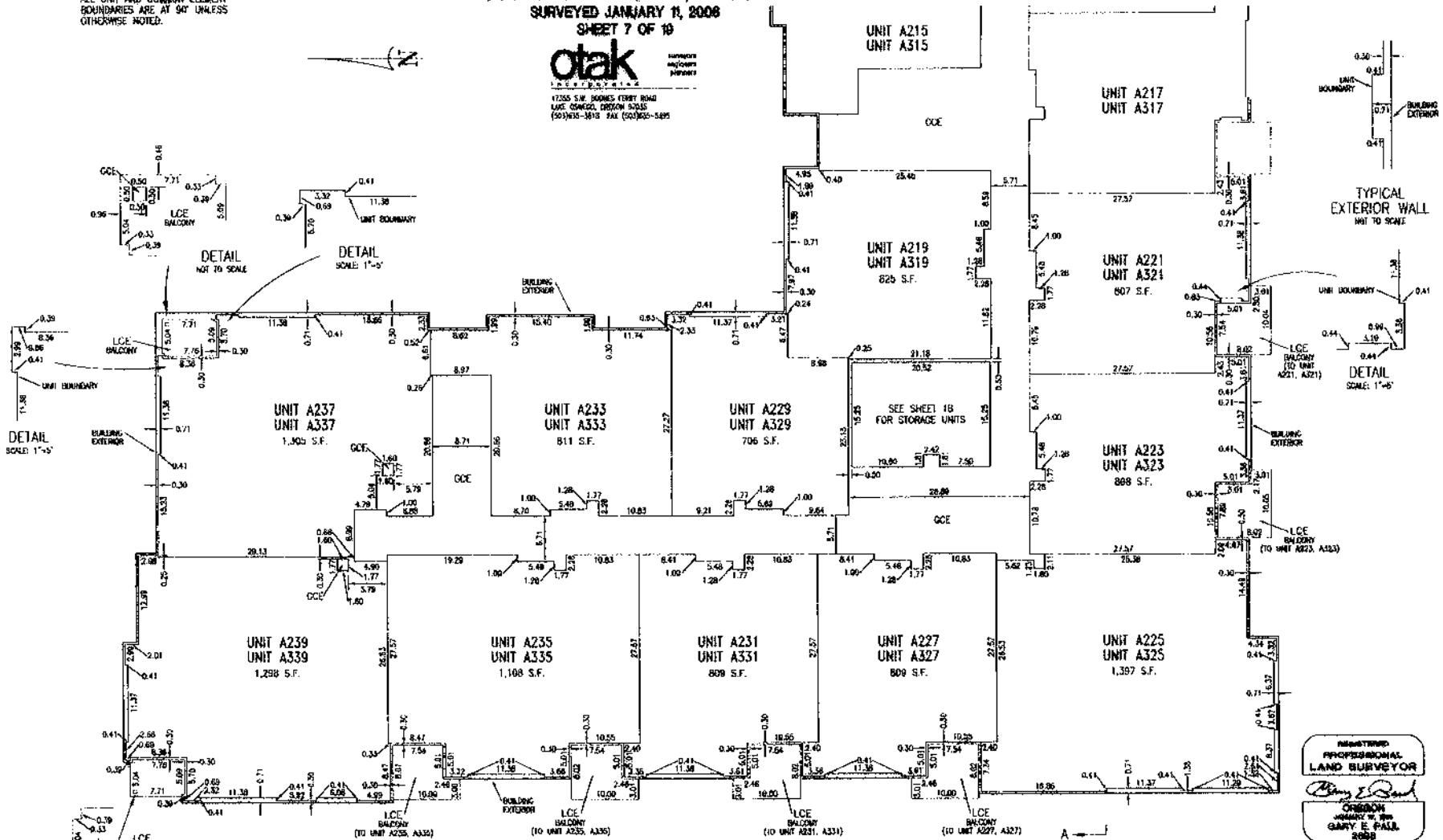
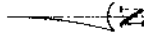


LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
- S.F. DENOTES SQUARE FEET

NOTE: SEE SHEET 16 FOR BUILDING SECTION A-A AND UNIT ELEVATIONS.

ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90° UNLESS OTHERWISE NOTED.



BUILDING A - 2ND FLOOR & 3RD FLOOR PLAN
 SCALE: 1"=10'

REGISTERED PROFESSIONAL LAND SURVEYOR
Gary E. Fall
 OREGON
 JANUARY 11, 2008
 GARY E. FALL
 2008
 RENEWAL 12/31/2008
 THIS IS AN EXACT COPY OF THE ORIGINAL PLAT "Vaux Condominiums"
Gary E. Fall
 P.L.S. NO. 2008

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-10, BLOCK 318 "COUGH'S ADDITION"
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2006
 SHEET 8 OF 19

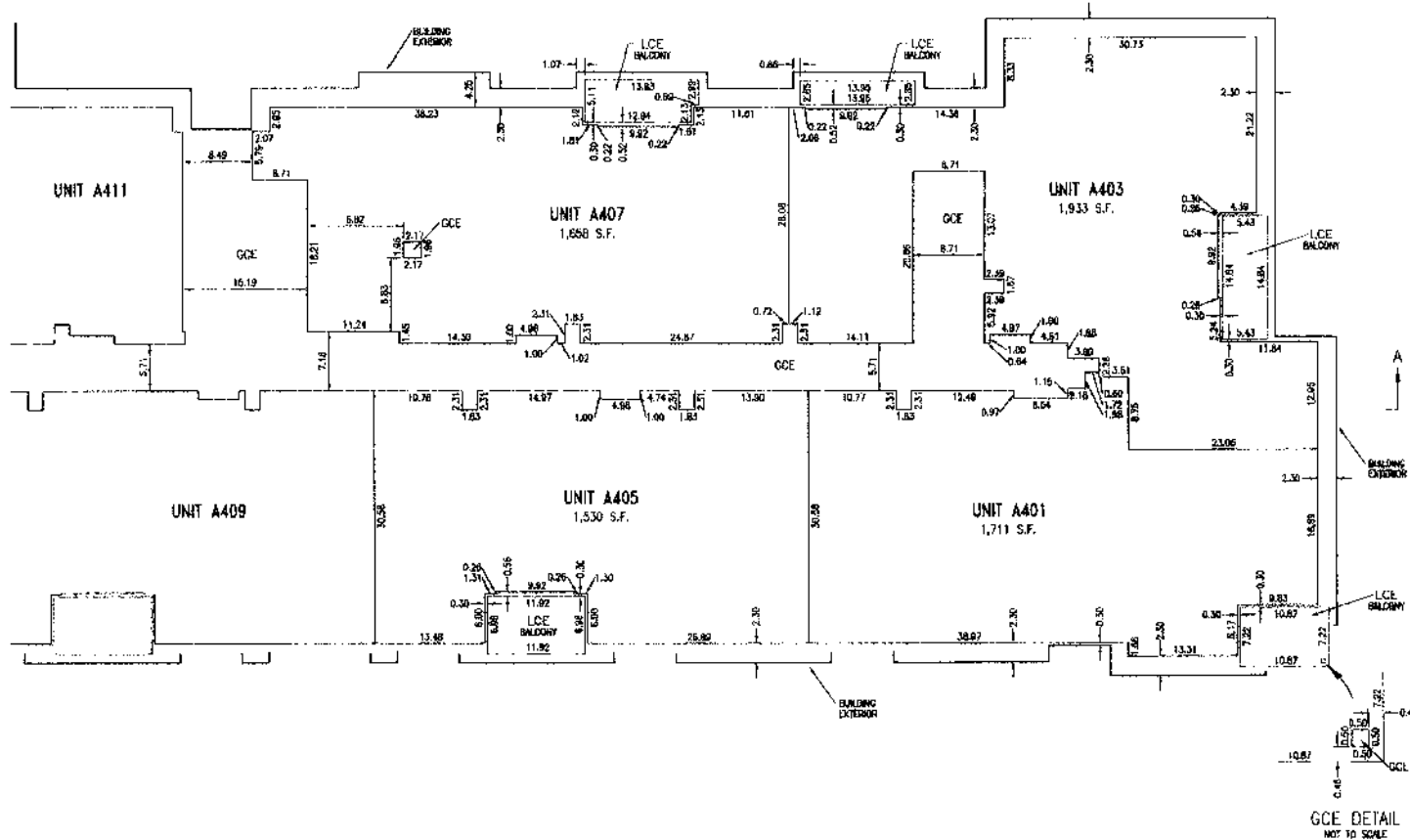
NOTE: SEE SHEET 16 FOR BUILDING SECTION
 A-A AND UNIT ELEVATIONS.

ALL UNIT AND COMMON ELEMENT
 BOUNDARIES ARE AT 90° UNLESS
 OTHERWISE NOTED.



otak
 17555 S.W. ROQUES FERRY ROAD
 LAKE OSWEGO, OREGON 97035
 (503)455-3410 FAX (503)455-6345

LEGEND
 GCE DENOTES GENERAL COMMON ELEMENT
 LCE DENOTES LIMITED COMMON ELEMENT
 S.F. DENOTES SQUARE FEET



BUILDING A - 4TH FLOOR PLAN
 SCALE: 1"=10'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Gary E. Hall
 OREGON
 JANUARY 22, 1989
 GARY E. HALL
 2008
 REBOOK 12/31/2006
 THIS IS AN EXACT COPY OF
 THE ORIGINAL PLAN "VAUX
 CONDOMINIUMS"
Gary E. Hall
 P.L.S. NO. 2988

VAUX CONDOMINIUMS
LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
LOTS 5-10, BLOCK 319 "COUGH'S ADDITION"
SW1/4 SECTION 28, T.1N., R.1E., W.M.
CITY OF PORTLAND
MULTNOMAH COUNTY, OREGON
SURVEYED JANUARY 11, 2006
SHEET 9 OF 19

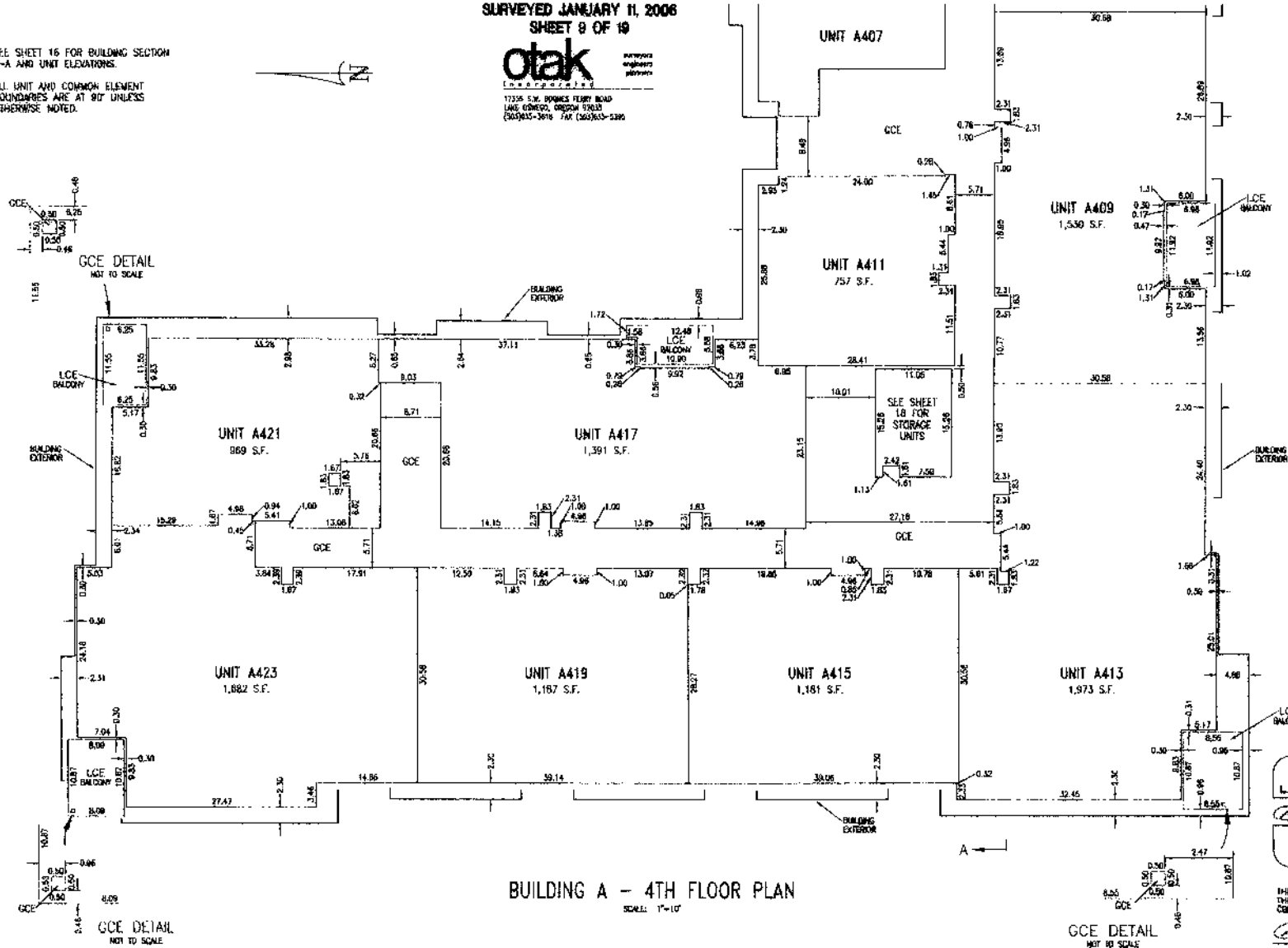
LEGEND
GCE DENOTES GENERAL COMMON ELEMENT
LCE DENOTES LIMITED COMMON ELEMENT
S.F. DENOTES SQUARE FEET

NOTE: SEE SHEET 16 FOR BUILDING SECTION
A-A AND UNIT ELEVATIONS.

ALL UNIT AND COMMON ELEMENT
BOUNDARIES ARE AT 90° UNLESS
OTHERWISE NOTED.



otak
17355 S.W. BRIDGES FLEET ROAD
LAKE OSWEGO, OREGON 97035
(503)335-3919 FAX (503)335-3390



REGISTERED
PROFESSIONAL
LAND SURVEYOR
Gary E. Pahl
OREGON
JANUARY 17, 1989
GARY E. PAHL
2006
RENEWAL 10/31/2006
THIS IS AN EXACT COPY OF
THE ORIGINAL PLAT "MARK
CONDOMINIUMS"
Gary E. Pahl
P.L.C. NO. 2668

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-10, BLOCK 313 "COUCH'S ADDITION"
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2008
 SHEET 10 OF 19

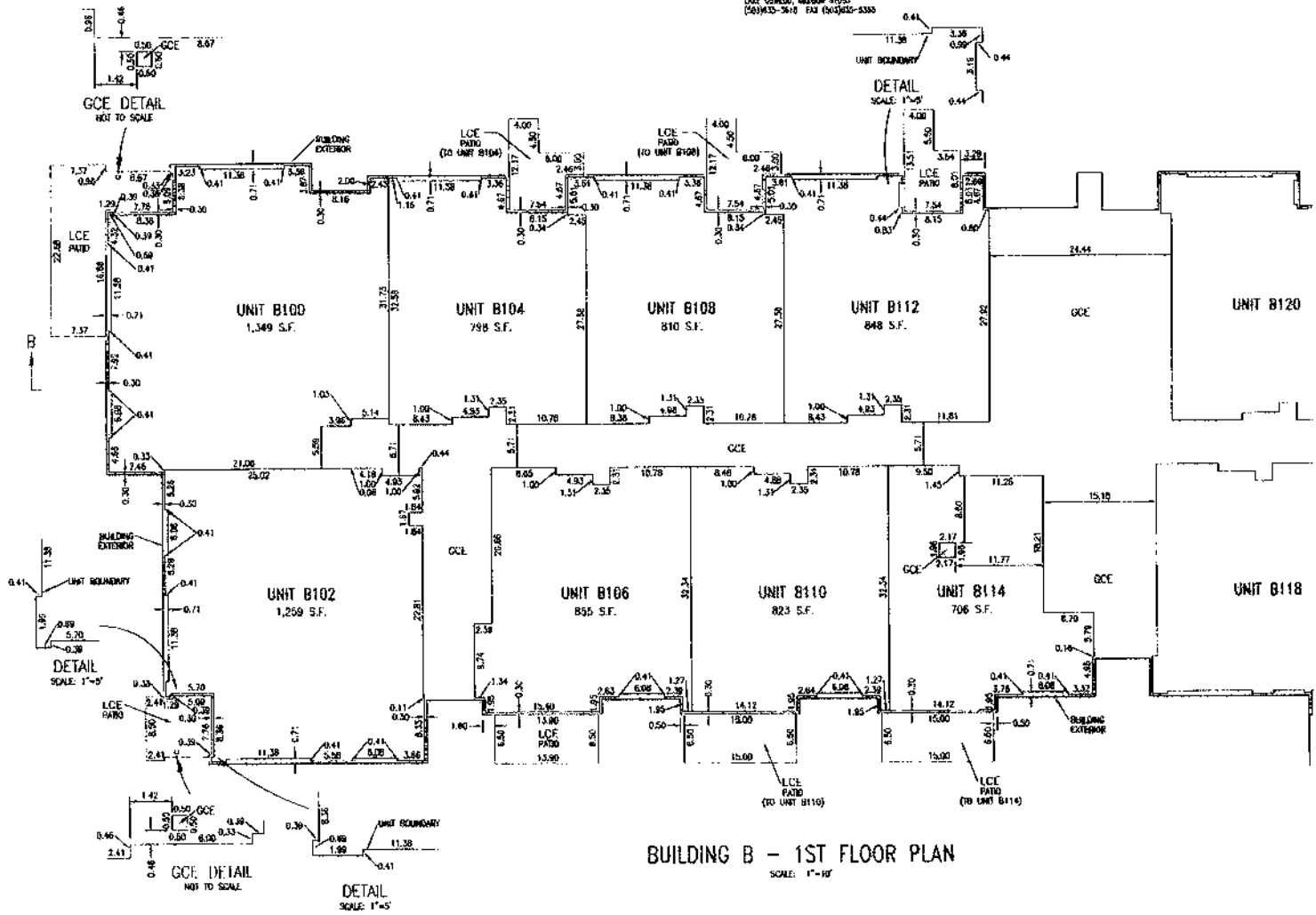
NOTE: SEE SHEET 17 FOR BUILDING SECTION
 6-B AND UNIT ELEVATIONS.

ALL UNIT AND COMMON ELEMENT
 BOUNDARIES ARE AT 20' UNLESS
 OTHERWISE NOTED.



LEGEND
 GCE DENOTES GENERAL COMMON ELEMENT
 LCE DENOTES LIMITED COMMON ELEMENT
 S.F. DENOTES SQUARE FEET

otak
 SURVEYORS
 ENGINEERS
 PLANNERS
 12295 S.W. BOWMAN FERRY ROAD
 LAKE OSWEGO, OREGON 97035
 (503)435-3410 FAX (503)435-3330



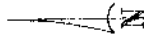
BUILDING B - 1ST FLOOR PLAN
 SCALE: 1"=5'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 CREATION
 JANUARY 11, 2008
 GARY E. PAUL
 5000
 REVISION (2/31/2008)
 THIS IS AN EXACT COPY OF
 THE ORIGINAL PLAT "VAUX
 CONDOMINIUMS"

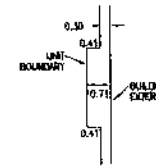
 P.L.S. NO. 2880

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, 'GOLDSMITH'S ADDITION' AND
 LOTS 5-10, BLOCK 313 'GOUCH'S ADDITION'
 SW 1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2006
 SHEET 11 OF 19



NOTE: SEE SHEET 17 FOR BUILDING SECTION B-B AND UNIT ELEVATIONS.

ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90° UNLESS OTHERWISE NOTED.

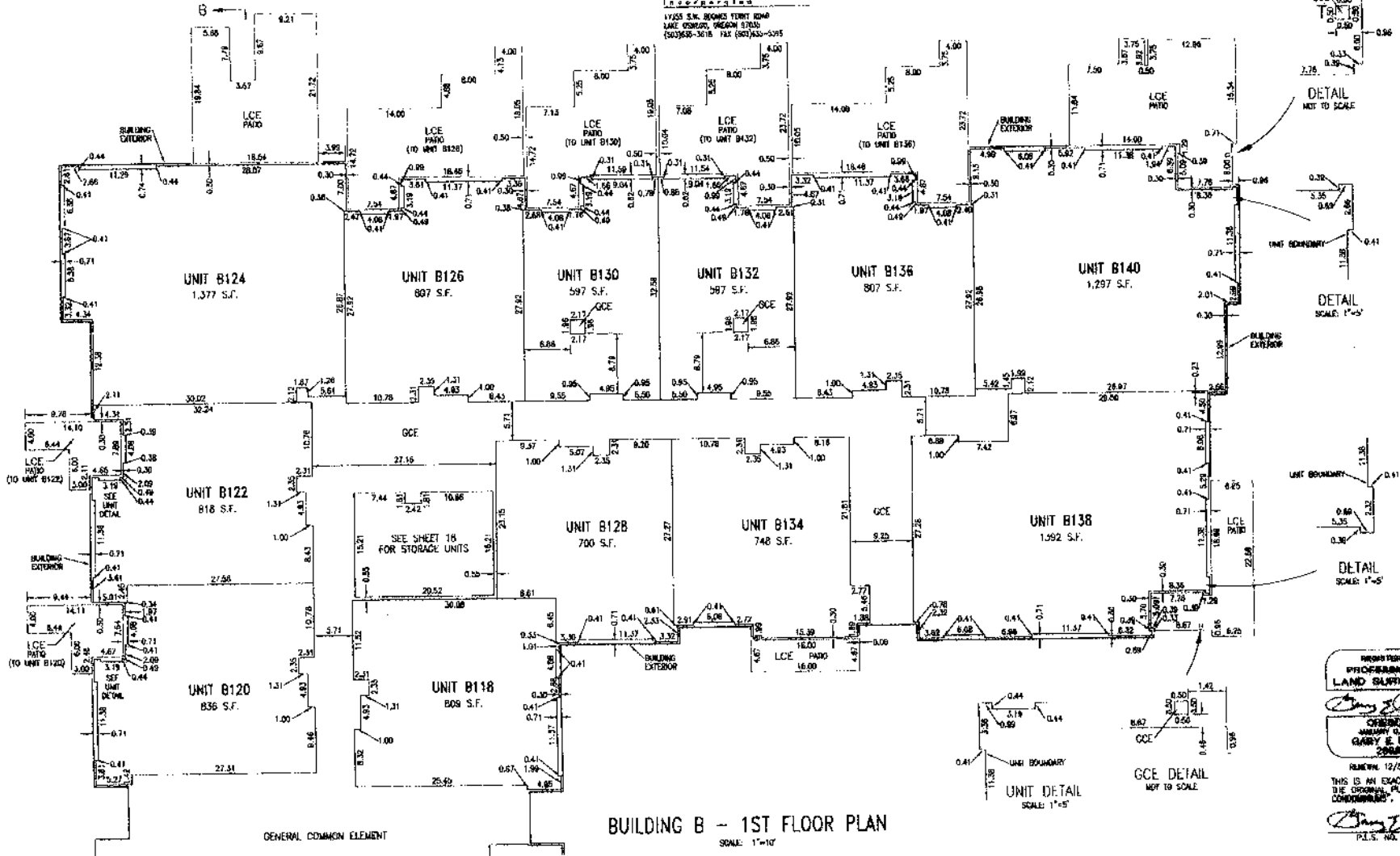


TYPICAL EXTERIOR WALL
NOT TO SCALE

- LEGEND**
- G.C.E. DENOTES GENERAL COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - S.F. DENOTES SQUARE FEET



17305 S.W. BROWN TERRACE ROAD
 LAKE OSWEGO, OREGON 97031
 (503)658-3016 FAX (503)658-5295



BUILDING B - 1ST FLOOR PLAN
SCALE: 1"=10"

FRANK FERRIS
 PROFESSIONAL LAND SURVEYOR

 GARY E. PAUL
 2006
 DRAWN 12/01/2006
 THIS IS AN EXACT COPY OF THE ORIGINAL PLAT FOR THE CONDOMINIUMS.

 P.L.S. NO. 2882

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, 'GOLDSMITH'S ADDITION' AND
 LOTS 5-10, BLOCK 313 'COUGH'S ADDITION'
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SUBVEYED JANUARY 11, 2008
 SHEET 12 OF 19

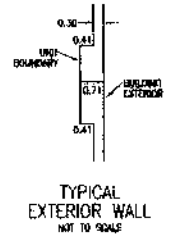
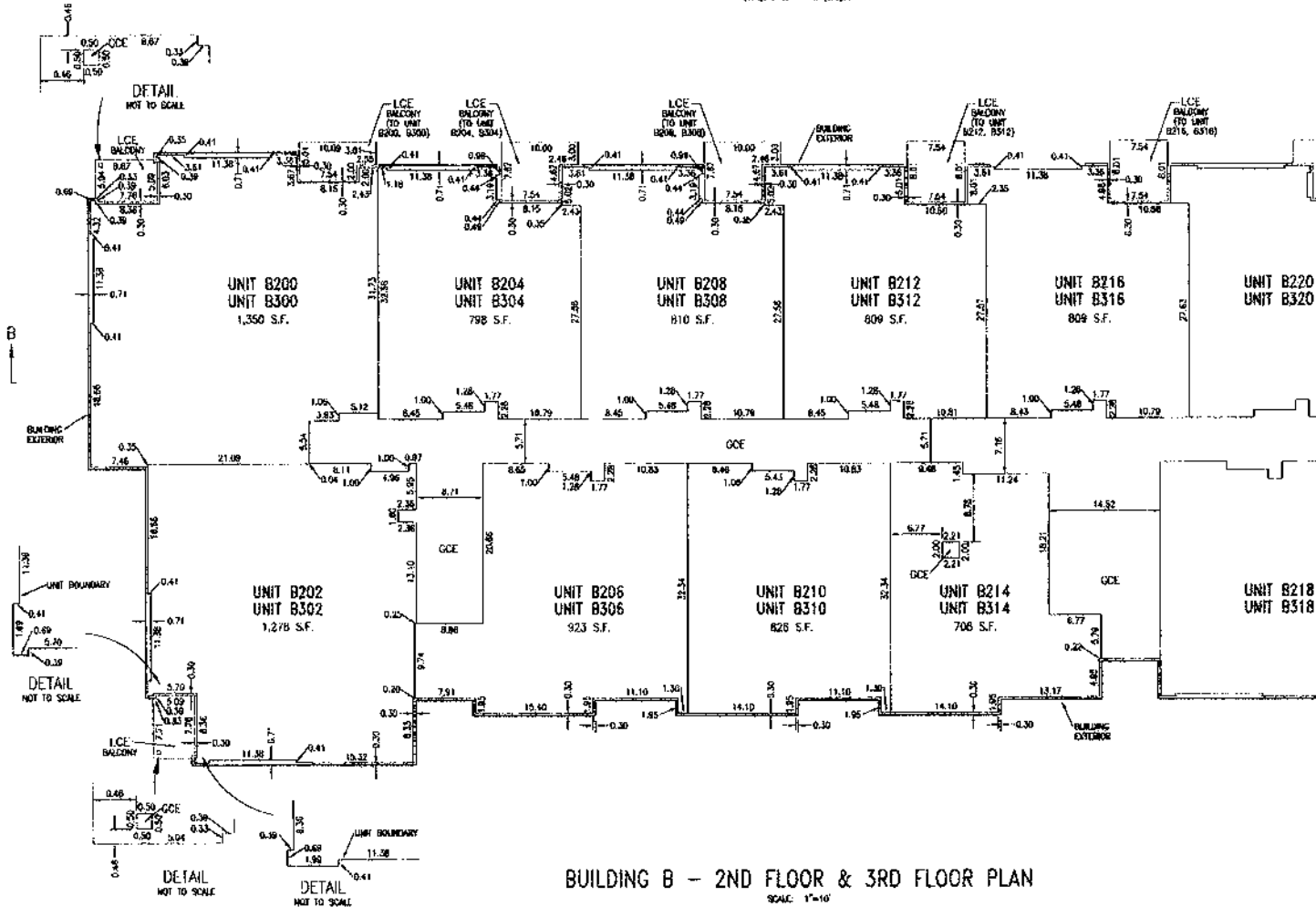
BOOK 1278 PAGE 88

LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
- S.F. DENOTES SQUARE FEET

NOTE: SEE SHEET 17 FOR BUILDING SECTION B-B AND UNIT ELEVATIONS.

ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90° UNLESS OTHERWISE NOTED.



BUILDING B - 2ND FLOOR & 3RD FLOOR PLAN
 SCALE: 1"=10'

REGISTERED PROFESSIONAL LAND SURVEYOR
Gary E. Pahl
 OFFICE: JACOBS TO GO
 GARY E. PAHL
 2008
 GENERAL 12/31/2008
 THIS IS AN EXACT COPY OF THE ORIGINAL PLAT "VAUX CONDOMINIUMS".
Gary E. Pahl
 P.L.S. 001 2008

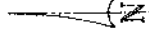
VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-10, BLOCK 313 "COUGH'S ADDITION"
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2008
 SHEET 13 OF 19

LEGEND

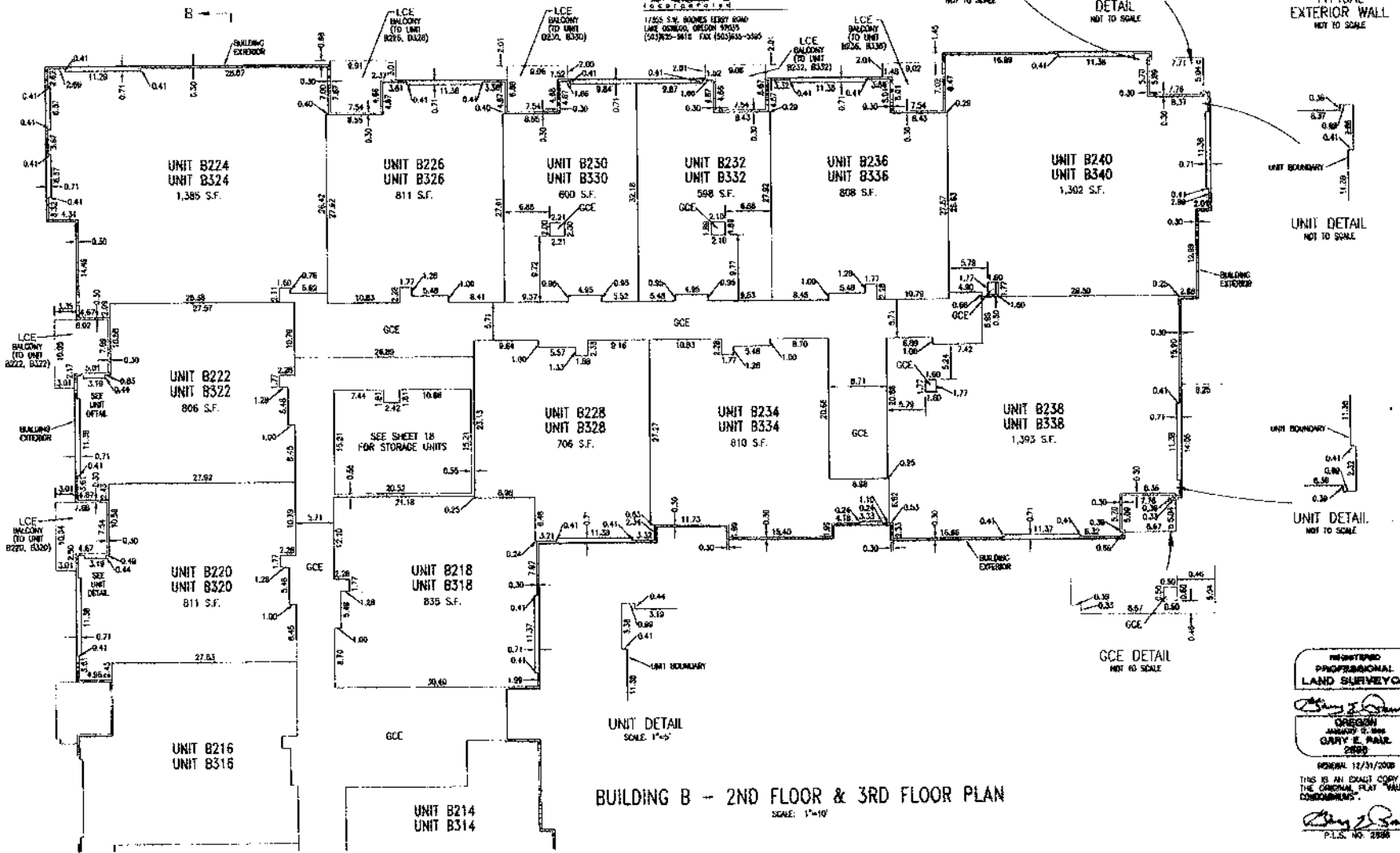
- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
- S.F. DENOTES SQUARE FEET

NOTE: SEE SHEET 17 FOR BUILDING SECTION B-B AND UNIT ELEVATIONS.

ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90° UNLESS OTHERWISE NOTED.



1255 S.W. BOWEN LEXBY ROAD
 LAKE OSWEGO, OREGON 97035
 (503)253-5615 FAX (503)253-2362



BUILDING B - 2ND FLOOR & 3RD FLOOR PLAN

SCALE: 1"=5'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 GARY E. PAUL
 2008
 GENERAL 12/31/2008
 THIS IS AN EXACT COPY OF
 THE ORIGINAL PLAT "VAUX
 CONDOMINIUMS".

 P.L.S. NO. 2586

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-10, BLOCK 313 "COUCH'S ADDITION"
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2008
 SHEET 14 OF 19

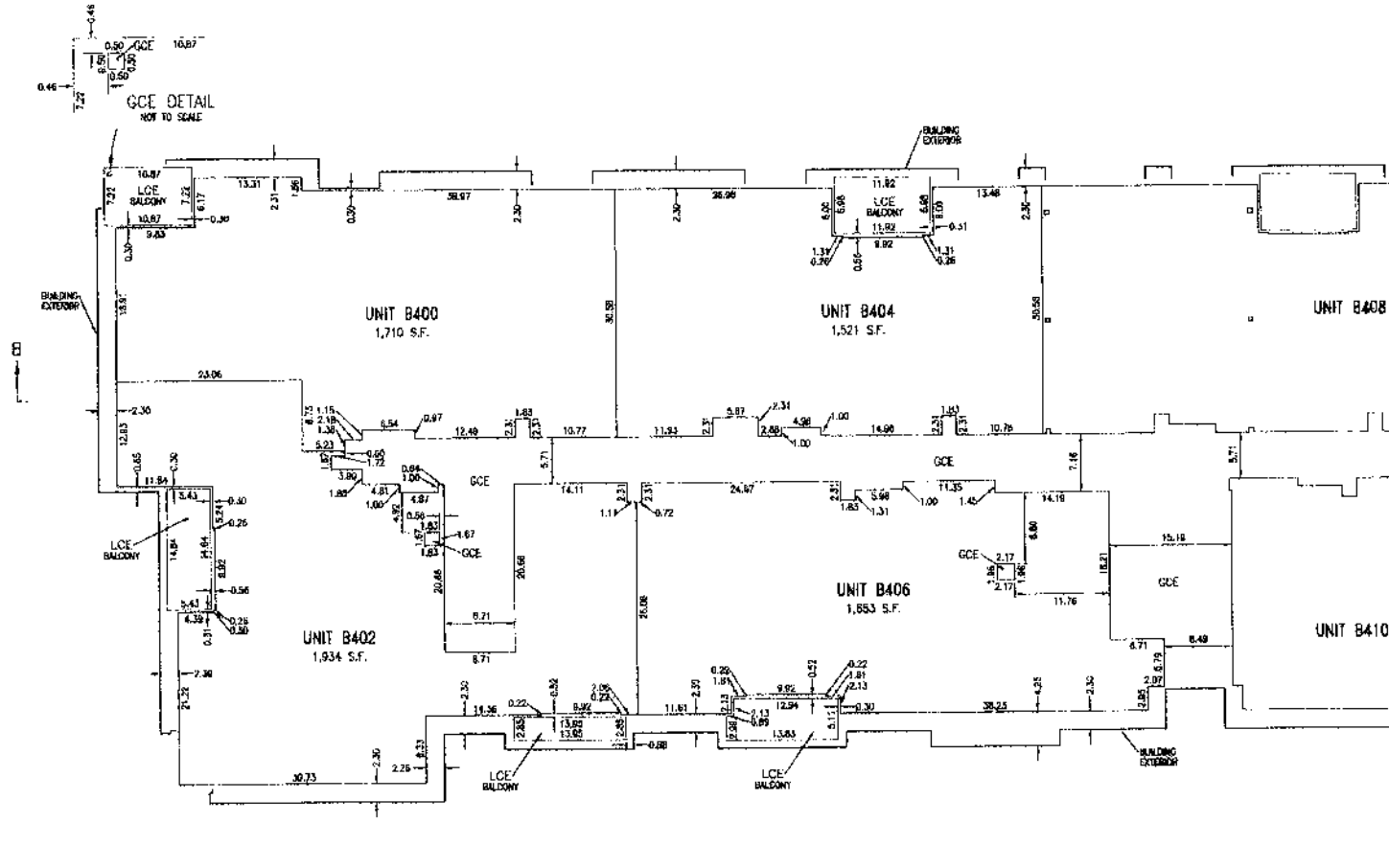
BOOK 278 PAGE 90

LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- LCE DENOTES LIMITED COMMON ELEMENT
- S.F. DENOTES SQUARE FEET

NOTE: SEE SHEET 17 FOR BUILDING SECTION B-R AND UNIT ELEVATIONS.

ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90° UNLESS OTHERWISE NOTED.



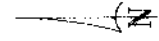
BUILDING B - 4TH FLOOR PLAN
 SCALE: 1"=10'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Gary E. Paal
 CREATION
 JANUARY 11, 2008
GARY E. PAAL
 2008
 NATIONAL 12/31/2008
 THIS IS AN EXACT COPY OF
 THE ORIGINAL PLAT "VAUX
 CONDOMINIUMS".
Gary E. Paal
 P.L.S. NO. 7466

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-10, BLOCK 313 "COUCH'S ADDITION"
 SW1/4 SECTION 28, T.1N., R.1E., W.M.

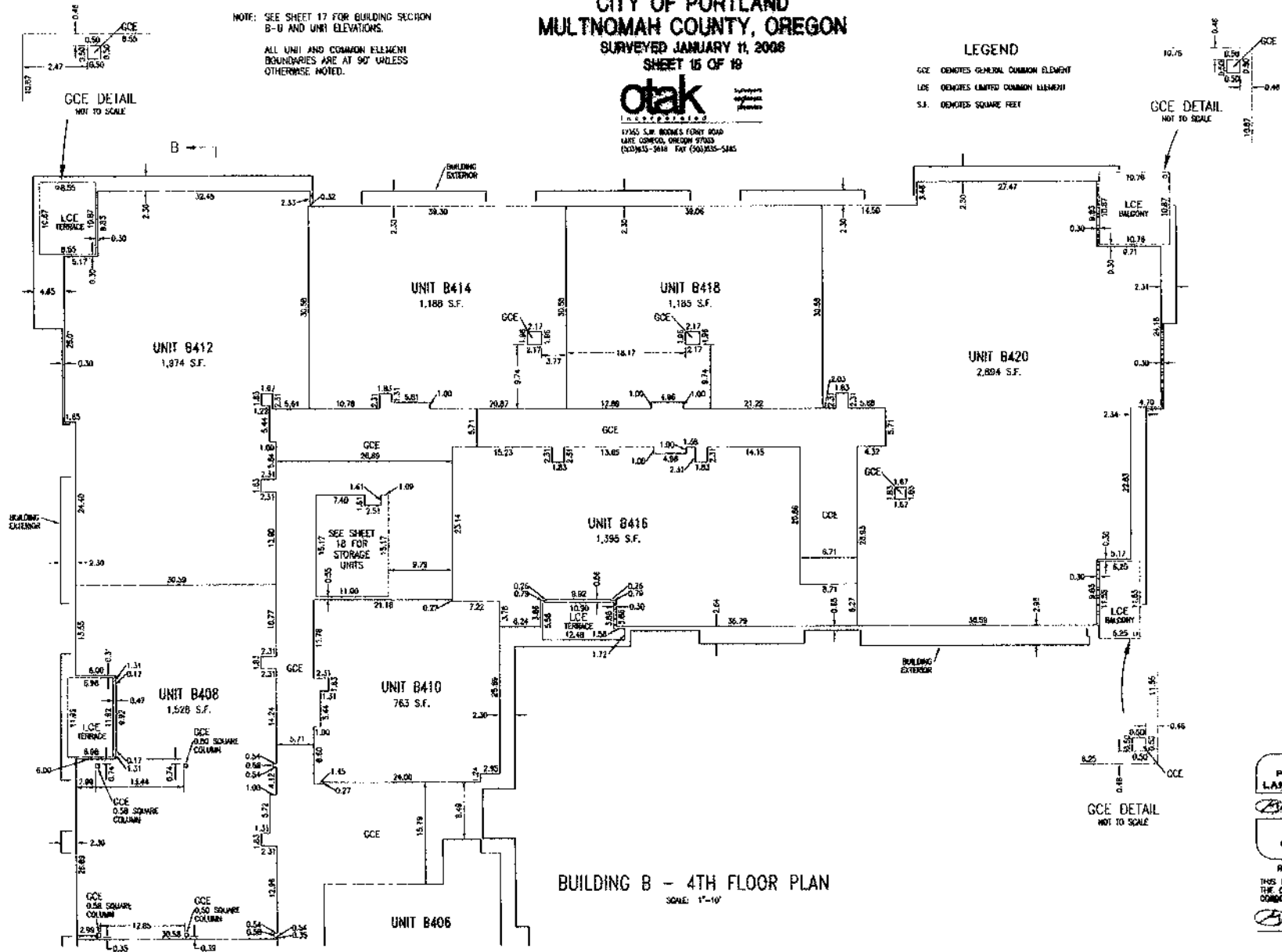
CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON

SURVEYED JANUARY 11, 2008
 SHEET 15 OF 19



NOTE: SEE SHEET 17 FOR BUILDING SECTION B-U AND UNIT ELEVATIONS.
 ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90° UNLESS OTHERWISE NOTED.

LEGEND
 GCE DENOTES GENERAL COMMON ELEMENT
 LCE DENOTES LIMITED COMMON ELEMENT
 S.F. DENOTES SQUARE FEET



BUILDING B - 4TH FLOOR PLAN
 SCALE: 1"=10'

REGISTERED
 PROFESSIONAL
LAND SURVEYOR
Gary E. Paul
 OREGON
 MEMBER # 2185
GARY E. PAUL
 2008
 RENEWAL 12/31/2008
 THIS IS AN EXACT COPY OF
 THE ORIGINAL FEAT "MARK
 COMPANIES".
Gary E. Paul
 P.L.S. NO. 2882

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-10, BLOCK 313 "COUCH'S ADDITION"
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2008
 SHEET 18 OF 19

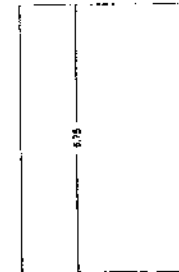
BOOK 1278 PAGE 72

LEGEND
 GCE DENOTES GENERAL COMMON ELEMENT
 P DENOTES PARKING UNIT

otak
 LAND SURVEYORS
 1755 N.W. ROAMES STREET ROAD
 LAKE OSWEGO, OREGON 97031
 (503)835-5018 FAX (503)835-5885

BASIS OF ELEVATIONS: CITY OF PORTLAND BENCH 2012, A 2-1/2" BRASS DISC
 IN THE TOP OF CURB AT THE NORTHWEST CORNER OF N.W. 21ST AVENUE AND
 N.W. PALLOUM STREET,
 ELEVATION = 65.867', CITY OF PORTLAND DATUM.

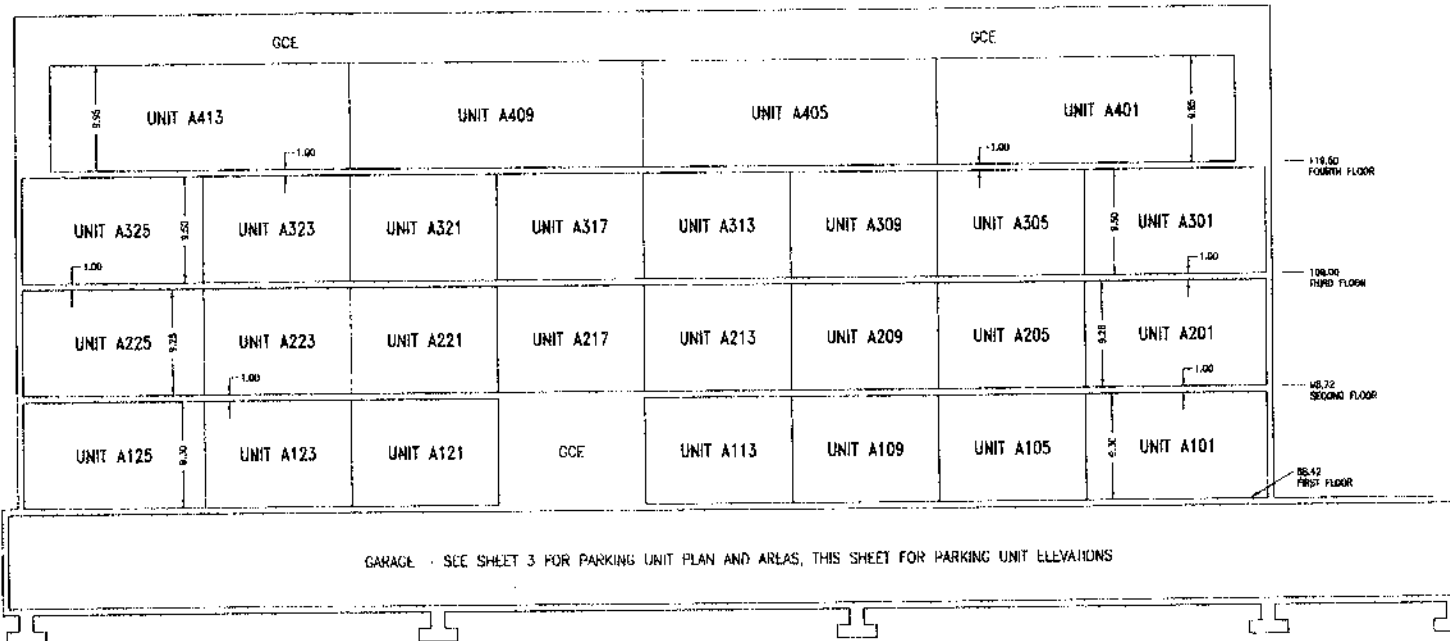
NOTE: ALL UNITS ON A PARTICULAR FLOOR
 ARE AT THAT FLOOR'S ELEVATION
 UNLESS OTHERWISE NOTED



**SECTION C-C
 PARKING UNIT**
 NOT TO SCALE

PARKING UNIT ELEVATIONS

UNIT NO.	ELEVATION	UNIT NO.	ELEVATION
P136	75.10	P218, P243, P266	71.80
P135	75.00	P195, P168, P181, P219, P267	71.75
P137, P138	74.90	P197, P220, P241, P268	71.60
P134	74.85	P168, P221, P241	71.50
P139	74.80	P240, P269	71.40
P133	74.75	P198, P222, P229, P230	71.35
P130, P140	74.65	P194, P223, P273	71.25
P131, P141	74.65	P119, P224, P228	71.15
P130	74.65	P186, P190	71.10
P129	74.55	P227, P272	71.00
P128	74.50	P108, P187, P225	71.00
P127, P142	74.50	P182, P226	70.95
P126	74.40	P108, P188, P226, P273	70.90
P125, P143	74.50	P191, P225	70.85
P124	73.95	P158, P227	70.80
P123, P144	73.85	P107, P180, P234, P274	70.75
P122, P145	73.75	P160, P189	70.65
P148	73.70	P106	70.60
P121, P147	73.65	P188, P275	70.55
P146	73.60	P181	70.50
P120	73.55	P108, P187	70.40
P205	73.50	P182	70.40
P119, P149	73.40	P104, P183, P228	70.30
P208	73.35	P184	70.20
P118, P224, P255	73.30	P103	70.15
P117, P150, P207, P253, P256	73.20	P145, P233	70.10
P116, P207	73.10	P102, P159	70.00
P161, P262	73.05	P101, P167, P186, P229	69.90
P115, P228	73.00	P230	69.80
P114, P251	72.85	P230	69.80
P209	72.80	P231	69.80
P113, P250	72.85	P185, P232	69.70
P152, P210	72.80	P184	69.60
P112, P248, P249, P258	72.75	P183	69.50
P111, P204, P211, P247	72.65	P188	69.40
P153, P259	72.60	P189	69.35
P219	72.55	P190	69.30
P213, P260	72.45	P171	69.20
P261	72.35	P172	69.10
P203, P214, P244, P262	72.30	P173	69.00
P202, P215, P263	72.20	P174	68.90
P240	72.15	P175	68.80
P201, P216, P244	72.18	P177, P178, P179	68.45
P184, P244	72.00	P180, P181, P187	68.40
P200, P217, P285	71.85		



GARAGE - SEE SHEET 3 FOR PARKING UNIT PLAN AND AREAS, THIS SHEET FOR PARKING UNIT ELEVATIONS

BUILDING A - SECTION A-A
 NOT TO SCALE

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 OREGON
 JANUARY 9, 1999
 GARY E. FALK
 0000

REVISED 12/31/2008
 THIS IS AN EXACT COPY OF
 THE ORIGINAL PLAT UNIT
 CONDOMINIUMS

 P.L.S. NO. 2088

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-10, BLOCK 313 "COUCH'S ADDITION"
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2008
 SHEET 17 OF 19

BOOK 1678 PAGE 43

LEGEND
 GCE DENOTES GENERAL COMMON ELEMENT

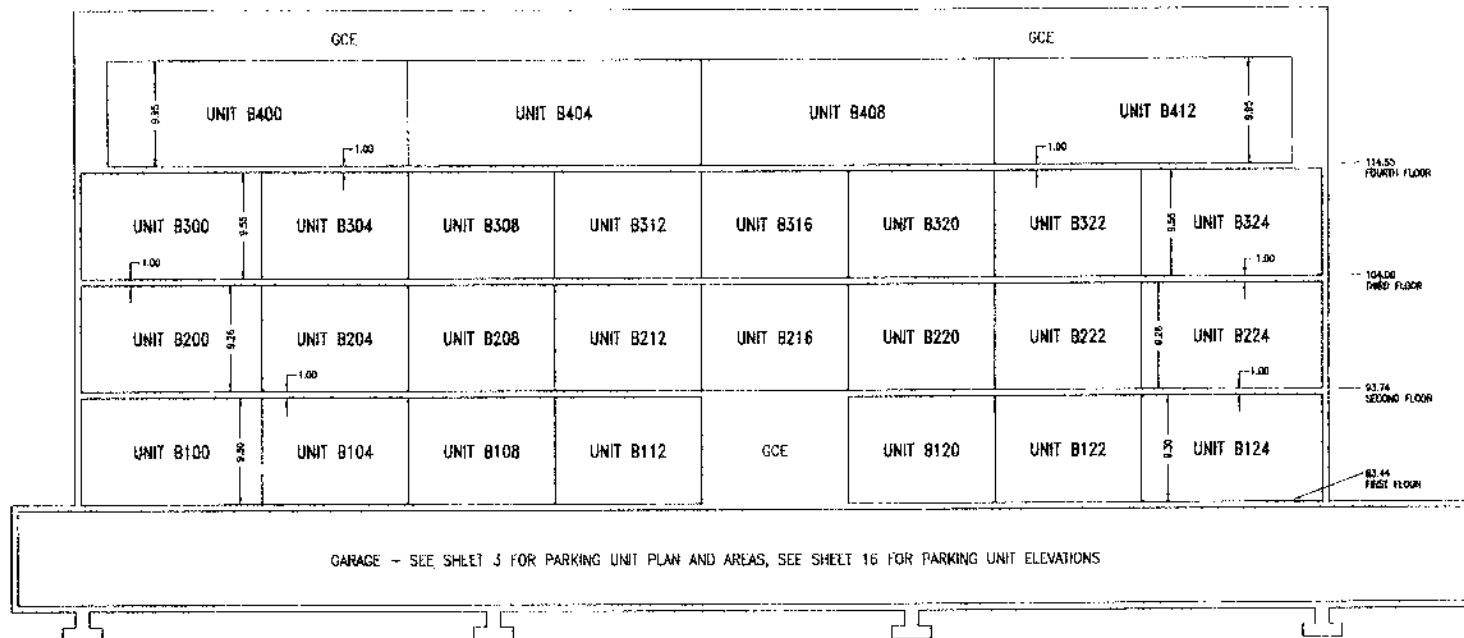


NOTES AND RESTRICTIONS

1. SEE NARRATIVE FOR BASIS OF BEARINGS AND BOUNDARY DETERMINATION.
2. SUBJECT TO THE DECLARATION SUBMITTING "VAUX CONDOMINIUMS" (U) CONDOMINIUM OWNERSHIP RECORDED IN DOCUMENT NO. 2006-171967 MULTNOMAH COUNTY DEED RECORDS.
3. PATIOS AND BALCONIES ARE LIMITED COMMON ELEMENTS TO THE ADJACENT UNIT (ASSIGNMENTS NOTED FOR CLARIFICATION WHEN ADJACENT TO TWO UNITS)
4. SUBJECT TO THE CONDITIONS OF THE CITY OF PORTLAND REVOCABLE PERMIT TR-05-007 AND RECORDED AS DOCUMENT NO. 2006-032757, MULTNOMAH COUNTY DEED RECORDS.
5. SUBJECT TO THE CONDITIONS OF THE CITY OF PORTLAND REVOCABLE PERMIT TR-05-288 AND RECORDED AS DOCUMENT NO. 2006-040688, MULTNOMAH COUNTY DEED RECORDS.
6. SUBJECT TO THE COMCAST EASEMENT RECORDED AS DOCUMENT NO. 2006-000745, MULTNOMAH COUNTY DEED RECORDS. SAID EASEMENT ENCOMPASSES THE ENTIRE PLAT AREA.

BASIS OF ELEVATIONS: CITY OF PORTLAND BENCH 2012, A 2-1/2" BRASS DISC IN THE TOP OF CURB AT THE NORTHWEST CORNER OF N.W. 21ST AVENUE AND N.W. RALPH STREET.
 ELEVATION = 65.087', CITY OF PORTLAND DATUM.

NOTE: ALL UNITS ON A PARTICULAR FLOOR ARE AT THAT FLOOR'S ELEVATION UNLESS OTHERWISE NOTED



BUILDING B - SECTION B-B
 NOT TO SCALE

REGISTERED PROFESSIONAL LAND SURVEYOR

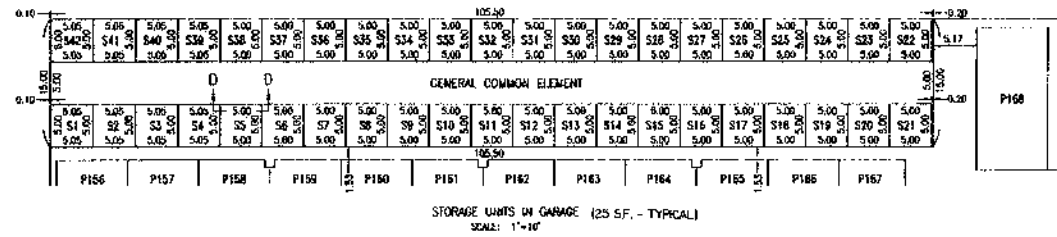
GARY E. PAUL
 2008

RENEWAL 12/31/2008
 THIS IS AN EXACT COPY OF THE ORIGINAL PLAT "VAUX CONDOMINIUMS".

PLS. NO. 2688

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-10, BLOCK 915 "COUCH'S ADDITION"
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2006
 SHEET 18 OF 19

otak
 ARCHITECT
 17865 S.W. BROWN HERRY ROAD
 S.W. CORNER, OREGON 97052
 (503) 433-3610 FAX (503) 433-3495



STORAGE UNITS IN GARAGE (25 SF. - TYPICAL)
 SCALE: 1"=10'

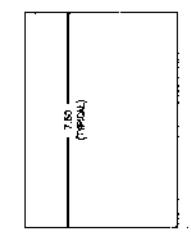
STORAGE UNIT ELEVATIONS

UNIT NO.'S	ELEV.
S1-S42	70.80
S-S1-1A - 12A	92.07
S-S1-1B - 12B	88.42
S-S2-1A - 12A	102.17
S-S2-1B - 12B	98.72
S-S3-1A - 12A	112.65
S-S3-1B - 12B	109.00
S-S4-1A - 6A	121.15
S-S4-1B - 6B	118.50
S-S1-1A - 17A	87.00
S-S1-1B - 17B	83.44
S-S2-1A - 19A	97.38
S-S2-1B - 19B	93.74
S-S3-1A - 19A	107.85
S-S3-1B - 19B	104.20
S-S4-1A - 6A	116.20
S-S4-1B - 6B	114.50

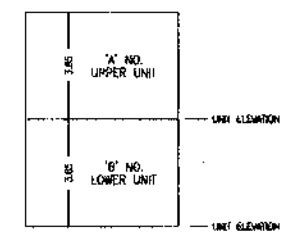
LEGEND

- GCE DENOTES GENERAL COMMON ELEMENT
- P DENOTES PARKING UNIT
- S DENOTES STORAGE UNIT
- S.F. DENOTES SQUARE FEET

NOTE: ALL UNIT AND COMMON ELEMENT BOUNDARIES ARE AT 90° UNLESS OTHERWISE NOTED.

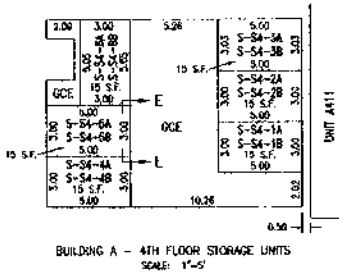


SECTION D-D
 STORAGE UNITS S1 - S42
 NOT TO SCALE



SECTION E-E
 DOUBLE TIER STORAGE UNIT
 NOT TO SCALE

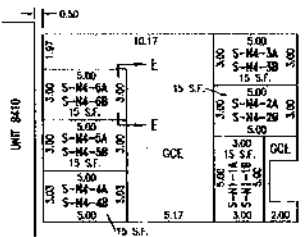
REGISTERED
**PROFESSIONAL
 LAND SURVEYOR**
Gary E. Paal
 CREATION
 JANUARY 12, 2006
GARY E. PAAL
 PLS
 RENEWAL 12/31/2008
 THIS IS AN EXACT COPY OF
 THE ORIGINAL PLAT "VAUX
 CONDOMINIUMS"
Gary E. Paal
 P.L.S. NO. 2886



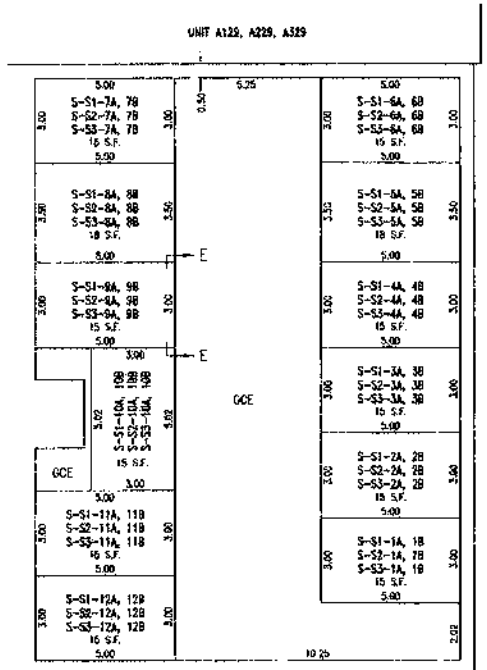
BUILDING A - 4TH FLOOR STORAGE UNITS
 SCALE: 1"=5'

UNIT S-S2-5A
 DENOTES STORAGE UNIT -
 DENOTES BUILDING -
 S (SOUTH) = BUILDING A
 N (NORTH) = BUILDING B
 DENOTES FLOOR (1-4)
 DENOTES UNIT NUMBER

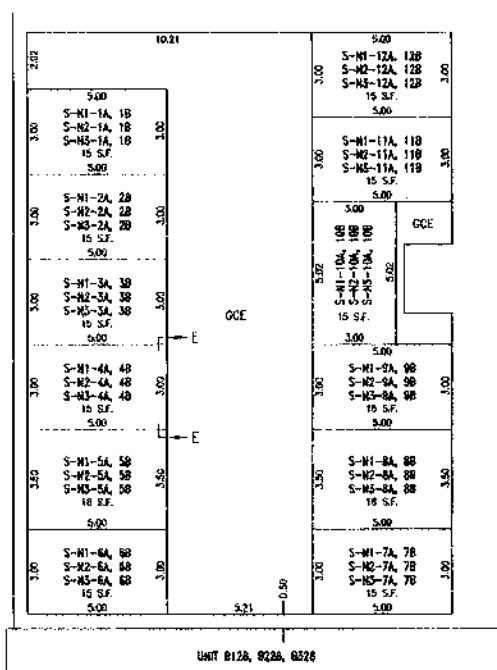
STORAGE UNIT NUMBERING KEY



BUILDING B - 4TH FLOOR STORAGE UNITS
 SCALE: 1"=5'



BUILDING A - 1ST-3RD FLOORS STORAGE UNIT PLAN
 SCALE: 1"=3'



BUILDING B - 1ST-3RD FLOORS STORAGE UNIT PLAN
 SCALE: 1"=3'

STORAGE UNIT PLANS

VAUX CONDOMINIUMS
 LOTS 1-8, BLOCK 7, "GOLDSMITH'S ADDITION" AND
 LOTS 5-10, BLOCK 319 "COUCH'S ADDITION"
 SW1/4 SECTION 28, T.1N., R.1E., W.M.
 CITY OF PORTLAND
 MULTNOMAH COUNTY, OREGON
 SURVEYED JANUARY 11, 2008

BOOK 1278 PAGE 95

DECLARATION

KNOWN ALL PERSONS BY THESE PRESENTS: THAT THE VAUX #549 LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "VAUX CONDOMINIUMS", AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE TO BE A TRUE AND CORRECT MAP OF THE LANDS OWNED BY THEM AND Laid OUT AS A CONDOMINIUM, AND THEY DO HEREBY COMMIT SAID LAND TO THE OREGON CONDOMINIUM ACT AS Laid OUT IN CHAPTER 100 OF THE OREGON REVISED STATUTES. THE PROPERTY AND IMPROVEMENTS DESCRIBED AND DEPICTED ON THIS PLAT ARE SUBJECT TO THE PROVISIONS OF ORS 100.030 TO 100.025.

THE VAUX #549 LIMITED PARTNERSHIP,
 A TEXAS LIMITED PARTNERSHIP

BY: THE VAUX 2004, INC.,
 A TEXAS CORPORATION,
 GENERAL PARTNER

BY: Robert A. Hennen
 ROBERT A. HENHEN
 PRESIDENT



APPROVALS

APPROVED THIS 19th DAY OF September, 2008
 COUNTY SURVEYOR, MULTNOMAH COUNTY, OREGON
 BY: Robert A. Hennen

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 100.110 HAVE BEEN PAID AS OF Sept 22, 2008

DIRECTOR
 DIVISION OF ASSESSMENT AND TAXATION, MULTNOMAH COUNTY, OREGON
 BY: Michael Hennen
 DEPUTY

ACKNOWLEDGMENT

STATE OF OREGON } ss
 COUNTY OF Multnomah

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON August 30, 2008,
 BY ROBERT A. HENHEN, PRESIDENT OF THE VAUX 2004, INC., A TEXAS CORPORATION, GENERAL
 PARTNER OF THE VAUX #549 LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP.

David J. Gutler
 NOTARY PUBLIC - OREGON

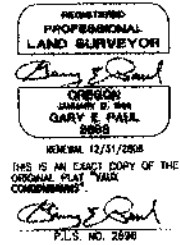
COMMISSION NUMBER 4106206
 MY COMMISSION EXPIRES May 18, 2010

STATE OF OREGON } S.S.
 COUNTY OF MULTNOMAH

I DO HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM PLAT WAS RECEIVED FOR
 RECORD AND RECORDED September 20, 2008 AT 10:00 O'CLOCK A.M.
 IN BOOK 1278, ON PAGES 93-95.

MULTNOMAH COUNTY RECORDING OFFICE
 BY: M. C. Stuebel
 DEPUTY

DOCUMENT NO. 2008-174966



RECORDING SHEET COUNTY RECORDER'S COPY

LAND USE REVIEW APPLICANT

Your LU decision may be recorded on or after: December 7, 2004
You must record your decision on or after this date, as required by the Portland Zoning Code.

If you would like to record by mail, please send:

- The two recording documents and attached decision.
- A check payable to: Multnomah County Recorder in the amount of: \$ 136.00
(\$16 for recording sheet, \$5 per page of decision, each side if 2-sided)
- A self-addressed, stamped envelope.

Mail to: Multnomah County Recorder, PO Box 5007, Portland OR 97208

FOR MULTNOMAH COUNTY RECORDER USE ONLY

Please stamp the Applicant's copy of the recording sheet and give to the applicant.

Please stamp the County Recorder's copy of the recording sheet and return with attached decision to:

City of Portland, BDS
299/4500/BDS LUR

MULTNOMAH COUNTY RECORDER STAMP HERE

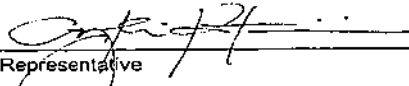
Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
A77 25 ATKLM
Total : 136.00
2005-008122 01/14/2005 10:48:36am

I hereby certify Land Use Review Document, No. LU 04-040741 DZM
to be a complete and exact copy of the original as the same appears on file and of record in my office and in my care and custody.

Rebecca Esau, Principal Planner
City of Portland
Bureau of Development Services
1900 SW Fourth Ave, #4500
Portland, OR 97201

12/16/04

Date


Representative

THIS DOCUMENT IS FOR THE COUNTY RECORDER

County Recorders Recording Sheet 7/16/03

25



City of Portland
Bureau of Development Services
Land Use Review Division

1900 SW Fourth Ave., Suite 5000
Portland, Oregon 97201
Telephone: (503) 823-7300
TDD: (503) 823-6868
FAX: (503) 823-5630
www.bds.ci.portland.or.us

**NOTICE OF FINAL
FINDINGS, CONCLUSIONS AND DECISION
OF THE CITY OF PORTLAND DESIGN COMMISSION
ON AN
APPEALED ADMINISTRATIVE DECISION
(Type II Process)**

CASE FILE: LU 04-040741 DZM -The Vaux Condominiums
LOCATION: 1600 NW 24th Avenue

The administrative decision for this case was appealed to the Portland Design Commission by the Quimby Townhomes Association, neighbors within 150' of the site.

The Review Body modified the administrative decision of approval and denied the appeal. The original analysis, findings and conclusions have been revised by the Design Commission and follow.

I. GENERAL INFORMATION

Owner: U S West Communications Inc., Tom Dichiara, owner/developer
listed owner Trammell Crow Residential
421 SW Oak St. 630 NW 10th Avenue
Portland, OR 97204-1817 Portland, OR 97209
503-241-2989 ex. 307

Applicant: Emily Gabler, architect 503-245-7100
Ankrom Moisan Architects
6720 SW Macadam Suite 100
Portland, OR 97219

Site Address: 1600 NW 24th Avenue

Legal Description: TL 13400 BLOCK 7 DEPT OF REVENUE, GOLDSMITHS ADD
Tax Account No.: R331301070
State ID No.: 1N1E28CC 13400
Quarter Section: 2827

Neighborhood: Northwest District, contact John Bradley at 503-227-7484.
Business District: Nob Hill, contact Mary Edmeades at 503-417-8960.
District Coalition: Neighbors West/Northwest, contact David Allred at 503-223-3331.

Plan District: Northwest
Zoning: Cmd, Mixed Commercial/Residential with a Design Overlay Zone
Case Type: DZM, Design Review with Modifications

Procedure: Type II, an administrative decision with appeal to the Design Commission.

1-14-05

Proposal: The applicants request design review approval for a new residential condominium project configured as two 4-story buildings over a common basement level/underground parking garage [one two-way curb-cut access] bounding NW Savier Street, NW 24th Avenue and NW Raleigh Street. A landscaped courtyard system will separate the two buildings and provide the residents a pedestrian connection between NW Raleigh Street and NW Savier Street, as well as access to individual and common building entrances.

The facades are proposed to be primarily brick with metal-clad wood windows, walk-up stoops and terraces facing the sidewalk at all three street frontages. Pre-cast windowsills, brick corbelling, and copper coping and downspouts are among the decorative features proposed. Terraced gardens are planned between the sidewalk and the front doors of ground floor units. The penthouse units [fourth floor level] will be set back from the lower floors and sided with a composite wood-resin panel system.

Five existing large maple trees located in the northwest and southeast corners of the site will be saved [root zones protected during construction]. All other maple trees will be removed. The applicant has proposed larger than the minimum 3-inch caliper required, mature 5-inch caliper street trees, will be planted in the newly created street tree planting strip along the street frontages.

Requested Modifications to the Zoning Code through Design Review:

1. Parking area layouts, 33.266.130.F: Table 266-4 requires 90° parking to be 8'-6" minimum width. A modification is requested for approximately 100 parking stalls where columns are spaced on the centerline of the stall striping, reducing the clear width to 7'-11" at the columns. The remainder of the stall depth meets the required 8'-6" minimum.
2. Parking Landscaping Screening, 33.266.130.F: Table 266-5 requires a minimum 5'-0" wide L2 landscape buffer provided for parking area adjacent to common property lines. The parking ramp access from NW Savier is located 1'-6" from the adjacent property line to the east for a length of approximately 14'-0". The applicant is proposing a metal mesh screen and vines to mitigate the reduced setback and landscaping area.
3. Size of loading spaces, 33.266.310.D: The two required loading spaces must be at least 35 feet long, 10 feet wide and have a clearance of 13 feet. The project proposes two loading spaces in the below-grade-parking garage, both 10 feet wide by 30 feet long by 8'-2" high. Clearance into the basement is limited to 8'-2" at the NW Savier St. access ramp.

Because the proposal is for new development within a Design Overlay Zone, Design Review is required.

Relevant Approval Criteria:

In order to be approved, this proposal must comply with the approval criteria of Title 33, Portland Zoning Code. The relevant criteria are:

- Chapter 33.130 Commercial Zones
- Chapter 33.420 Design Overlay Zones
- Chapter 33.562 Northwest Plan District
- Chapter 33.825 Design Review
- Chapter 33.825.040 Modifications That Will Better Meet Design Review Requirements
- Community Design Guidelines
- Oregon Statewide Planning Goals

1-14-05

II. ANALYSIS

Site and Vicinity: The 72,400 square foot lot is located on NW Savier Street, NW 24th Avenue, and NW Raleigh Street, City Designated Local Service Transit Streets. NW Raleigh Street and NW 24th Avenue are designated City Bikeways, and the site is within the Northwest Pedestrian District.

To the north of the site, across NW Savier Street is the Post Office and low-rise industrial buildings [also CM zoned] and NW Thurman Street a block to the north, along the CS zoned corridor. To the west across NW 24th Avenue [R2 zone] are one-two story single-family residences, as well as 2-3 story multi-family residences, as well as Wallace Park a block further on NW 25th Avenue. To the south of the site, across NW Raleigh Street is a newer development of comparable scale and site area [also CM zoned]. The east property line abuts adjacent mixed-use buildings that include light industrial, residential, and neighborhood retail uses. NW 23rd Avenue is the main street for the Northwest neighborhood with small shops, offices, cafes and restaurants to serve the area as well this popular city destination.

The Northwest neighborhood is architecturally eclectic and contains buildings and uses of all shapes and sizes, including the Alphabet Historic District, the Good Samaritan Hospital, parking garage structures and several multi-story to single story retail and residential structures.

Zoning: The Mixed Commercial/Residential (CM) Zone promotes development that combines commercial and housing uses on a single site. This zone allows increased development on busier streets without fostering a strip commercial appearance. This development type will support transit use, provide a buffer between busy streets and residential neighborhoods, and provide new housing opportunities in the City. The emphasis of the nonresidential uses is primarily on locally oriented retail, service, and office uses. Other uses are allowed to provide a variety of uses that may locate in existing buildings. Development is intended to consist primarily of businesses on the ground floor with housing on upper stories. Development is intended to be pedestrian-oriented with buildings close to and oriented to the sidewalk, especially at corners.

The Design Overlay Zone [d] promotes the conservation, enhancement, and continued vitality of areas of the City with special scenic, architectural, or cultural value. This is achieved through the creation of design districts and applying the Design Overlay Zone as part of community planning projects, development of design guidelines for each district, and by requiring design review. In addition, design review ensures that certain types of infill development will be compatible with the neighborhood and enhance the area.

Land Use History: City records no prior land use reviews.

Agency Review: A "Notice of Proposal in Your Neighborhood" was mailed **08/30/2004**. The following Bureaus have responded with no issues or concerns:

- Fire Bureau

The Bureau of Environmental Services responded with the following comment:

Physical Characteristics:

There is an existing 30" CSP public combination sewer located at the near side of NW Savier Street that can serve the sanitary and storm water disposal needs of this property.

1-14-05

There is an existing 16" VSP public combination sewer located at the far side of NW Raleigh Street that might be able to serve the sanitary or storm water disposal needs of this property, depending on available capacity.

Please refer to Pre-application Conference response #PC 04-031818 for informational comments from BES Development Services, Watershed Planning, and Source Control regarding this development. Stormwater, sanitary, and pollution control requirements as outlined in PC #04-031818 shall still be required in their entirety. Further development of the property would be subject to the Bureau of Environmental Services' standards and requirements during the building plan review process.

Exhibit E-1.

The Bureau of Transportation Engineering responded with the following comment:

Portland Transportation requirements were set out at the optional pre-application conference on July 27, 2004. NW Savier, NW Raleigh and NW 24th are all currently improved to city standards. The applicants have initiated the public street improvement process (Street Job #43478). The applicants are proposing to save a total of 5 trees located in the SE & NW corners of the site. These trees are within or very near the right of way and the applicants are proposing a narrower sidewalk along this area to protect the trees. The Office of Transportation will allow a narrower width sidewalk in this location or removal of the furnishing zone to protect these trees. The applicant is proposing to plant larger caliper street trees than typically planted with new construction. The Office of Transportation will allow a wider 5.5 planter strip or tree wells to accommodate the larger caliper trees.

A queuing analysis has been submitted for the entrance to the parking garage that demonstrates adequate operation without impacting the public right of way. The analysis indicates that the garage gate will be operated by remote control. During building permit review, Portland Transportation will review the plans to see that the remote control gate is provided.

Portland Transportation/Development review has no objection to approval of the design review.

Exhibit E-2.

The Water Bureau responded with the following comment:

The site at 1600 NW 24th Avenue has an existing 1" metered irrigation line located 119 feet east of the east line of NW 24th Avenue and Savier Street. The site also has an existing 2" metered water service located 109 feet east of the east line of NW 24th Avenue and Raleigh Street. Water is available from an 8" cast iron main in NW Savier and a 4" cast iron main in NW Raleigh.

The applicant may decide to continue to use these metered water services, or have them permanently removed. The applicant is encouraged to discuss water demands with the water bureau prior to any new construction phases. Any existing water services that will not be needed will need to be removed by the water bureau at the applicants expense. Static water pressure at this site ranges from approximately 49 to 62 psi.

Exhibit E-3.

1-14-05

The Site Development Section of BDS responded with the following comment:

With pretreatment and detention, stormwater may be directed to the Public Storm Sewer with BES approval.
Exhibit E-5.

Urban Forestry responded with the following comment:

City code Title 20.40 requires street trees to be planted for new construction or improvements that exceed \$25,000 in value. Street trees may be required along all developed public street frontages. Trees required for commercial sites are to be 3.5" caliper in size. Trees required for residential sites are to be 2" caliper in size.

All existing trees on private property that are 12 inches in diameter and greater may not be removed unless permitted through Title 33 (land use review, development permit) or through a written permit issued from the City Forester as detailed in Title 20/Chapter 20.42. Existing street trees and Heritage Trees are to be protected and preserved. A written permit from the City Forester is required to remove, destroy, cut, break, injure, or plant any tree of any size in or upon any street, park, or public area.

Street trees may be required in an existing planting strip that is at least 2.5 feet in width, in tree wells placed in the sidewalk, or in some cases, behind the sidewalk. If commercial planting strips are 2.5 to 3 feet wide, the minimum tree size will be 2" caliper. Tree wells are not permitted in walks less than 9 feet wide. Portland Department of Transportation regulates walk and tree well requirements and issues permits for tree wells. Locate utility lines away from existing and required trees.

The following are street tree location guidelines. Street trees are to be shown on the site or landscape plans at the time a building permit is applied for. Trees shall not be planted closer than:

- 25-feet from the curb line of an intersection
- 7-feet from alley margins and driveways
- 5-feet from fire hydrants, underground utilities, and utility poles
- 10-feet from directional traffic signs
- 2-feet from property lines
- 20-feet from stop or yield signs
- 25-feet from street lights, if a columnar variety is selected, the distance can be reduced but species selection is determined by the Urban Forestry Inspector.
- 20-feet or more from adjacent trees depending on species

Exhibit E-6.

Neighborhood Review: A Notice of Proposal in Your Neighborhood was mailed on 08/30/2004. A total of 13 written responses have been received from either the Neighborhood Association or notified property owners in response to the proposal.
Exhibits F.1 - F.13.

- Several neighbors, the Quimby Townhomes Association, and the Northwest Neighborhood Association responded with all, or some of the following concerns: 1) height, 2) density, 3) building design, 4) noise, 5) increased traffic, 6) parking availability, 7) existing tree preservation, 8) courtyard access and 9) public process.

Staff response: Additional information is available as applicable in the Findings for the Design Guidelines and Modification requests.

1. **Building Height:** Several letters spoke to the building height being too tall at 45'-0". The zoning code indicates that the maximum height allowed on the CM-zoned site is 45'-0". The Vaux complies with this standard. The project site has almost exactly 10'-0" of fall across the property. Regardless of whether you measure the building height using Method 1 or Method 2 as described in the Portland Zoning Code: 33.930.040.A.1 and 33.930.040.A.2, the proposed design fully complies with the height standard.

Mr. Clay Sparkman referred to a "waiver of the 3-story limit". There is no such ordinance or statute that applies to this site other than the 45-foot height limit set by the CM zone.

2. **Density:** The Vaux complies with all density restrictions of the zoning code. The CM zone does not restrict the number of residential units. Please refer to the CM zone characteristic statement above.
3. **Building design, context and scale:** A few letters suggested The Vaux's facades were "unbroken", "monolithic" and have "no design features". There is an extensive amount of articulation on all facades of Building A & B.
4. **Noise:** The Vaux will replace a Qwest motor pool and service center with a residential population. After constructed, residential uses will face other residential uses surrounding the site, creating a buffer between the established neighborhood to the west and the retail and industrial uses prevalent along NW 23rd Avenue.
5. **Traffic:** A traffic study was conducted by Kittelson and Associates, reviewed by the Office of Transportation, and conclude that no significant impacts or queuing problems associated with this development will occur. See the Office of Transportation's comments above.
6. **Parking:** The Portland Zoning Code does not require parking for this site. However, the design does include a secured underground garage with 173 parking stalls as a convenience for its residents. Every unit will be sold with one parking stall included in the sales price. An additional 28 stalls will be available to buyers over and above the one stall per unit arrangement. The entry/exit gate to the garage will be remote controlled. The parking entrance is as far away as possible from the surrounding residential homes. Two existing curb cuts will be removed which will result in more net on-street parking.

Several letters referenced parking and traffic complaints related to the Post Office on NW Savier. The Post Office is not part of this development nor is this development in control of adjacent property owner employees. Residents of The Vaux, being right across the street, will more than likely walk to the Post Office and thereby are unlikely to add to any vehicle traffic or congestion. If neighbors have issues with postal employees parking habits, they will need to contact the Post Office directly about their concerns, or bring the issue before the neighborhood association for further discussion.

7. **Trees:** The existing trees surrounding the property were planted to screen the parking lot when the Qwest service yard facility was constructed sometime in the late 1960's, making them about 35 years old. Original drawings on file with the City refer to them as *Acer cappidocicum rubrum*, or Coliseum Maple. They are all planted on private property and vary in location from 3' to 5' from the property line, with most of their roots being on the surface to due years of

1-14-05

surface irrigation. Unfortunately, the trees were not planted in the public right of way surrounding the site as they should have been. Consequently, there are no street trees on any of the sidewalks around the site, and none of the existing sidewalks meet current codes.

The applicants approached the initial site design with the intention of working around the existing maples. The applicants met on site with Joe Hintz, City of Portland Urban Forest Division Tree Inspector, on March 12, 2004 to get advice on how construction would affect the existing tree root profiles. Mr. Hintz recommended staying about 17' back from the back face of sidewalk on the Raleigh frontage, and 12' back from the sidewalk on the Savier frontage. This suggestion corresponds roughly with the canopy of the trees, which would further limit construction on the site. Work would need to be restricted at least 25' from the trunks of the trees to prevent root compaction, damage from earthmoving equipment, and to allow sufficient room for the erection of scaffolding. In addition, the applicants hired a certified arborist to conduct root zone explorations to map out the root profile under the existing parking lot. His report confirms the need to keep construction and excavation a significant distance away from the existing trees in order to prevent damage or death to the specimens. This "no work zone" that would be required to protect all of the existing trees would significantly reduce the buildable area on site by basically making the first 25' on each frontage off-limits from disturbance. This means roughly a quarter of the site would be unbuildable (a 50' swath running west to east along the 200' wide block face). And this does not address the reality of digging new utility connections, sidewalks, and paths that would require cutting through many major surface roots associated with the trees.

Initial design studies directed by TCR and prepared by Ankrom Moisan Associated Architects illustrated that in order to honor the suggested setbacks, they would be forced into a single, very long building centered in the middle of the block. In order to get the unit count desired for the project to be feasible, the building would have been proposed at least 6 stories tall and include two levels of below grade parking to park the same number of cars within the smaller floor plates. This centered-site building concept, set back significantly from the sidewalk, would not honor the character of the surrounding neighborhood where most buildings are close to the sidewalk in order to create an inviting pedestrian edge. Staff also advised that this proposal would require multiple Adjustments to the Zoning Code standards and have difficulty meeting all the Community Design Guidelines. As such, the applicant's worked to configure the design to preserve the 5 trees shown.

The applicants also offered to install large 5" caliper street trees, nearly twice the size of the code requirement, which will form a canopy over the sidewalk within a few short growing seasons.

8. Landscaped Courtyard: The landscaped courtyard between the two buildings of The Vaux will contain lush plantings, two water features, ornamental gates, accent lighting at night, and numerous private patios, terraces, and decks. The courtyard serves as a circulation path and private yard for building residents. The gates shown on the site plan are set back a significant distance from the sidewalk edge to expand the perceived public realm. Additionally, public seating areas will be provided at 4 locations next to the sidewalk under the trees being saved. While the courtyard may be open to the public during the day (assuming the Home Owners Association chooses to allow it), it will likely be closed during the evening hours for security reasons. It is private property. Residents of The

1-14-05

Vaux will likely manage the space just as any resident in the neighborhood would treat their own private back yards or porches.

9. Process: The Type 2 Land Use Review process has been followed as required per Zoning Code 33.730.020, including an optional pre-application conference, and neighborhood association meetings attended by the applicant describing the proposal.

ZONING CODE APPROVAL CRITERIA

1] DESIGN REVIEW

Section 33.825.010 Purpose of Design Review

Design review ensures that development conserves and enhances the recognized special design values of a site or area. Design review is used to ensure the conservation, enhancement, and continued vitality of the identified scenic, architectural, and cultural values of each design district or area. Design review ensures that certain types of infill development will be compatible with the neighborhood and enhance the area. Design review is also used in certain cases to review public and private projects to ensure that they are of a high design quality.

Section 33.825.055 Design Review Approval Criteria

A design review application will be approved if the review body finds the applicant to have shown that the proposal complies with the design guidelines for the area.

Findings: The site is designated with design overlay zoning (d), therefore the proposal requires Design Review approval. Because of the site's location, the applicable design guidelines are the Community Design Guidelines.

Community Design Guidelines

The Community Design Guidelines consist of a set of guidelines for design and historic design cases in community planning areas outside of the Central City. These guidelines address the unique and special characteristics of the community plan area and the historic and conservation districts. The Community Design Guidelines focus on three general categories: **(P) Portland Personality**, which establishes Portland's urban design framework; **(E) Pedestrian Emphasis**, which states that Portland is a city for people as well as cars and other movement systems; and **(D) Project Design**, which assures that each development is sensitive to both Portland's urban design framework and the users of the city.

Staff has considered all guidelines and has addressed only those guidelines considered applicable to this project.

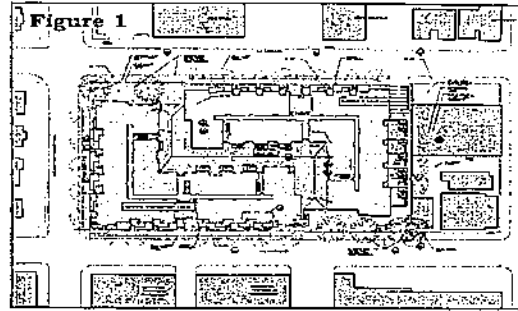
P1. Community Plan Area Character. Enhance the sense of place and identity of community plan areas by incorporating site and building design features that respond to the area's unique characteristics and neighborhood traditions;

Findings: This project is located within the Nob Hill Character Area and is within close proximity of the Western Residential Character Area.

The building type is reminiscent of the early 20th century apartment buildings in NW Portland. This 4 story brick and wood clad building is a courtyard style building with flat roof and strong cornice line at the top of the brick.

1-14-05

The program has been divided into two L-shaped building masses that were positioned on the site to accomplish (2) main goals: to continue the established neighborhood pattern of the side streets by creating a variety of green landscaped setbacks at the sidewalk edge and to create an interesting and vibrant shared courtyard system thru the site, defined by the two buildings. [Figure 1] The courtyard entrances, in keeping with tradition, face onto streets that run perpendicular to the nearest main street, NW 23rd Avenue. The courtyards and entry plazas are deep and help to break up the building mass and provide light to the mid-site units.



Facades are vertically divided into a series of smaller scale brick volumes and are horizontally divided into what appears to be a series of 3-story brick structures topped by recessed 4th level penthouse structures. [Figure 2] The main entrance bays along NW Raleigh and NW Savier will be articulated with a light brown colored brick to match the composite wood material used at the fourth floor level [note that this color is not articulated in this image, but in the final approved Exhibit C drawings, attached]. These are set back from the brick volumes below, and clad in a lightweight composite wood panel system. The whole building is then capped by an impressive overhanging roof structure that terminates the structure while providing protection from the elements.



The façade is further articulated by elements such as walk-up stoops, decks, balconies, canopies, copper copings, decorative lighting, and traditional residential recessed double hung, and divided lite windows.

This guideline is met.

P2. Historic and Conservation Districts. Enhance the identity of historic and conservation districts by incorporating site and building design features that reinforce the area's historic significance. Near historic and conservation districts, use such features to reinforce and complement the historic areas.

Findings: This project does not exist within a designated historic district. However, it is located within 5 blocks of the Alphabet Historic District. This project's site and building features were designed to reinforce and compliment the nearby historic neighborhood and respect the characteristics and traditions of surrounding Community Character Plan Areas as described above.

1-14-05

The building type is reminiscent of the early 20th century apartment buildings in NW Portland. This 4-story brick and wood clad building is a courtyard style building with flat roof and strong cornice line at the top of the brick.

This project incorporates the following features:

- Respecting the Size and Scale of the neighborhood - dividing up the composition both vertically and horizontally into small, more human-scale, components has minimized the impact of this large project site.
- Continuing the neighborhood pattern of building placement along the street - courtyard style facing the side streets.
- Incorporating architectural details of the surrounding historic buildings: porches, vertical double-hung windows, brick and wood exterior finishes, distinct cornice, metal decorative deck rails and planter boxes, and concrete window sills.
- Building setback allowing for walk-up stoops, terraces and small gardens between the sidewalk and the front doors of the ground level units.
- Planting trees in the public right-of-way to continue the historic pattern of street trees in the neighborhood.

This guideline is met.

P3. Gateways. Develop or strengthen the transitional role of gateways identified in adopted community and neighborhood plans

Findings: This project is located within 4 blocks of the neighborhood gateway at NW 23rd Avenue and NW Vaughn Street. This gateway, at this time, serves as a major entrance into the Northwest District for motorists. This project serves the gateway by contributing to and continuing the established network of pedestrian paths through the neighborhood.

This guideline is met.

E1. The Pedestrian Network. Create an efficient, pleasant, and safe network of sidewalks and paths for pedestrians that link destination points and nearby residential areas while visually and physically buffering pedestrians from vehicle areas.

Findings: All (3) new sidewalks will be built to the Northwest Plan District Right-of-Way Standard, with the exception of the sidewalks adjacent to existing trees at the NW and SE corners of the site. The typical sidewalks will include such pedestrian oriented amenities as street trees, benches and ornamental streetlights. The trees and decorative lights create a buffer zone separating the pedestrian from moving vehicles.

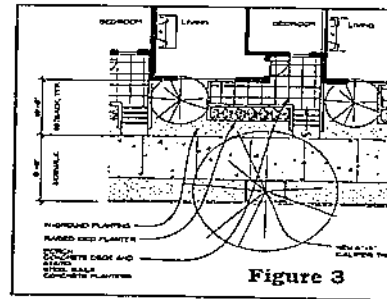
Transition points from the public sidewalk to a variety of building and site amenities are carefully articulated to create safe, attractive and convenient pedestrian connections.

The main residential entries are located on NW Raleigh Street and NW Xavier Street. These largely glazed residential lobby entrances are articulated with warm wood, metal and glass canopy structure spanning the 10 ft. setback and extending over a portion of the public way. Decorative signage and lighting will be integrated into the design of the structure.

1-14-05

There are also entries into the landscaped courtyard system on these same streets. These landscaped open spaces help to break up the sense of the building length and mass.

All of the residential units have their primary entrance off of an internal corridor; however, most of the ground floor street edge units have also been designed with a secondary entrance directly off of the sidewalk, in an effort to provide a level of interest, activity and human scale. [Figure 3] The building is typically setback 10 ft. from the sidewalk, allowing a significant amount of space for residential stoops and decks and a variety of landscaping both in-ground and in raised planters.



This guideline is met.

E2. Stopping Places. New large-scale projects should provide comfortable places along pedestrian circulation routes where people may stop, visit, meet, and rest.

Findings: Public Seating areas have been provided at the NW and SE corners of the site under the existing large Maple trees and at the Courtyard entrances. These designated areas will be a paved extension of the public sidewalk and will be furnished with benches for seating. Incorporated into these locations will be a decorative rock garden, designed to cover the exposed bare root system of the existing trees, and will create an area of interest to encourage pedestrians to stop.

The courtyard entrances, in particular, are intended to be a warm welcome for the residents and a window of visual interest for neighborhood pedestrians. Framed views into the courtyard allow the pedestrians glimpses into the courtyard, evoking a sense of curiosity which is reminiscent of the garden apartments throughout NW Portland.

This guideline is met.

E3. The Sidewalk Level of Buildings. Create a sense of enclosure and visual interest to buildings along sidewalks and pedestrian areas by incorporating small scale building design features, creating effective gathering places, and differentiating street level facades.

Findings: This project has created many opportunities to provide an interesting sidewalk experience for pedestrians and neighbors alike. Residential units occupy the entire ground floor, where a majority of them have been provided with outside decks and a secondary entrance directly to the street in the form of traditional walk-up stoops. These stoops were designed within the landscaped 10 ft. setback in an effort to encourage a rich pedestrian experience by connecting activities occurring within the structure to adjacent sidewalk areas. At the NW and SE corners of the site, public seating areas are being provided under the canopies of the existing large maple trees being preserved by the project.

The proposed design differentiates the sidewalk level of the building from the rest of the building above by the creation of a strong, articulated building edge that incorporates the following architectural elements:

- The rhythm of the solids and voids created by the repetition of the brick bay masses.
- The mix of materials between the main brick bay elements and the use of a warm composite wood panel system that shows itself at this level at the recesses and at special featured locations, i.e., the main residential entrances.
- Pedestrian level, human scale light fixtures
- Cantilevered entry canopies and the main entries and the canopy/ decks covering the private residential entries.
- Walk-up stoops and terraces
- Small gardens are being planned between the sidewalk and the front doors of the ground floor units.
- Generous sized and articulated double-hung windows that contribute to an active streetscape and "eyes on the street."

This guideline is met.

E4. Corners that Build Active Intersections. Create intersections that are active, unified, and have a clear identity through careful scaling detail and location of buildings, outdoor areas, and entrances.

Findings: The two corners of the project site are important because they represent how the surrounding neighborhood will perceive the project as they approach the site. The existing trees that have been preserved at the NW corner of the site. [Figure 4] These large maples dominate the corner of the site, creating a unique experience reminiscent of the previous development. The SW corner of the site provides a contrasting condition, which marks the presence of the new building on the site. It is at this corner that the building pushes closest to the sidewalk, establishing a strong corner that acts to anchor the building on the site. This is the only corner of the building that has not been carved out with residential decks. The contrast further reinforces the strength of the solid corner.



Figure 4

The perceived height of the building is understood at this corner. Great care has been taken to create a cohesive relationship, with regard to scale and proportions, to the surrounding neighborhood. The building is divided both vertically and horizontally by a series of brick 3-story structures. The 4th level has been set back with a change in material to decrease the apparent height of the building. The whole building is then capped by an impressive overhanging roof structure that appears to float above the brick building mass below.

Building entrances are located closer to the middle of the block. Protection of the vehicles is accomplished by limiting vehicle access to a single mid-block location on NW Savier Street. Audible and visible warning devices will be provided at this location to warn drivers and pedestrians.

This guideline is met.

1-14-05

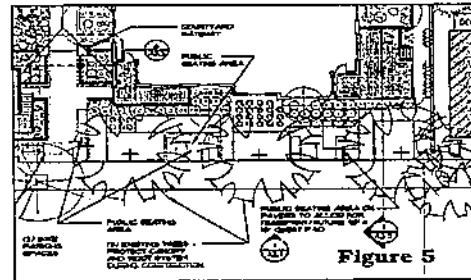
E5. Light, Wind, and Rain. Enhance the comfort of pedestrians by locating and designing buildings and outdoor areas to control the adverse effects of sun, shadow, glare, reflection, wind, and rain.

Findings: Street lighting, well lit entry points, large residential windows and human scaled light fixtures integrated as part of the overall building design will act to promote pedestrian activity and provide security. Protection from the elements will be provided at the main residential entries where structured canopies will cantilever over a portion of the sidewalk. The large tree canopy of the new oversized street trees and the existing sugar maples as well as those trees planted as part of the buildings outdoor spaces will provide shade, reduce storm water run-off, buffer noise, provide oxygen and clean air, and winter wind protection.

This guideline is met.

D1. Outdoor Areas. When sites are not fully built on, place buildings to create sizable, usable outdoor areas. Design these areas to be accessible, pleasant, and safe. Connect outdoor areas to the circulation system used by pedestrians;

Findings for D1 and D3: The two L-shaped building masses were positioned on the site to accomplish two main goals: to create a generous landscaped setback at the sidewalk edge, and to create an interesting and vibrant shared courtyard system between the buildings, defined by the buildings. The most prominent transitions designed between public and private outdoor spaces occur at the courtyard entrance plazas. [Figure 5] These courtyard entrances act as a graceful transition between the public realm of the street, to the more private atmosphere of the residential courtyard.



Other prominent transitions designed between public and private outdoor spaces occur at the ground floor, street edge unit entries. The building is typically set back 10 ft. from the sidewalk, allowing a comfortable amount of space for residential stoops and decks, decorative lighting and a variety of landscaping both in-ground and in raised planters. The variety of design elements creates a rich transition space providing a level of interest and activity for the pedestrian while providing a necessary buffer zone for the residents.

This guideline is met.

D2. Main Entrances. Make the main entrances to houses and buildings prominent, interesting, pedestrian accessible, and transit-oriented.

Findings: The two main residential entries on NW Raleigh and Savier streets are located directly off the street sidewalk and clearly visible from the street. These entrances are setback from the sidewalk 10 ft with a paved entryway connecting the semi-public building entrance with the public sidewalk. A metal and wood canopy structure marks the entrances. Individual private entrance

1-14-05

porches are used, also, to add interest and detail to the building and provide an outdoor area for residents to use as an extension of their houses. These entry points all allow for opportunities to interact with their neighbors and provide eyes on the street, an added level of security.

The main residential entrances occupy the base one of the vertical brick volumes, subtly denoted by the wood panel system that continues to the ground on either side. Elevated planter beds, and a metal and wood canopy structure, frame the entrances. The canopy reflects the horizontal detailing of the unit decks, but reaches further into the public domain. The planters also serve as a buffer between the private entrances of the street level units and the semi-public building entrance.

This guideline is met.

D3. Landscape Features. Enhance site and building design through appropriate placement, scale, and variety of landscape features.

Findings: A visually diversified planting scheme along the streetscape and within interior courtyards has been created that will be warm, inviting and complementary to the adjacent neighborhood.

Streetscape

To enhance the streetscape environment of the site, and create a scale that is reflective of the neighborhood, large specimen trees will be planted to mitigate the loss of twenty (20) existing maples. Nineteen (19), approximately 5 inch caliper (per PDOT approval), street trees are proposed to be planted along Raleigh and Savier Streets and N.W. 24th Avenue. Each tree with it's spreading canopy will be planted within a five (5) by eight (8) foot tree well with ground cover plantings. Tree wells will not be irrigated. The specific tree type will be identified in coordination with staff from the City's Urban Forestry Division.

Three (3) existing maples will be preserved along Raleigh Street and two (2) at the intersection of NW 24th Avenue and Savier Street. Small tree canopied public seating areas are proposed in each location for neighborhood enjoyment. Additional public seating will be located at the courtyard entrance along Savier Street.

Given that the root system of the existing maples is so close to the surface, planting of traditional shrubs and ground covers under the tree canopies is not an option. Irrigation would also be detrimental to the longevity of the trees. The landscape plan provides a combination of gravel, round river rock, and basalt riprap be used in a geometric palette under the existing trees.

Perimeter plantings will complement the series of raised entryways, terraces, and planters along the perimeter of the building. Plantings will consist of small trees, rows of evergreen shrubs and ground covers. Specific landscape attention will be paid to lobby and courtyard entrances along Raleigh and Savier Streets. The courtyard entrances, in particular, are intended to be a warm welcome for project residents and a window of visual interest for neighborhood pedestrians.

Courtyard

The interior layout of the project consists of three unique spaces, a south facing courtyard accessed from Raleigh Street, a north facing courtyard adjacent to

1-14-05

Savier Street and a corridor connecting both courtyards. All three spaces are located above the parking structure.

The design intent is for each courtyard to have it's own visual character though there are common characteristics. Each courtyard is intended to provide a gathering space for residents as well as private spaces. The hardscape in each courtyard will be concrete pavers set on gravel. A series of low stone faced walls (three feet high) and hedges are proposed around each courtyard terrace for privacy. Each courtyard water feature will be recirculating and will drain into the project's sanitary line.

Residents entering off of Savier Street into the north facing courtyard will be greeted by a small cascading water feature and stream located between Building A and the pathway/stairs. The main gathering space of the courtyard is set five feet higher than the surface grade at Savier Street. To mitigate the height of the terrace for residents in Building B, a series of retaining walls with plantings is proposed. Large 2-inch caliper trees will be planted throughout the courtyard to reduce scale for residents, along with shade tolerant shrubs, ground covers and perennials.

East Perimeter

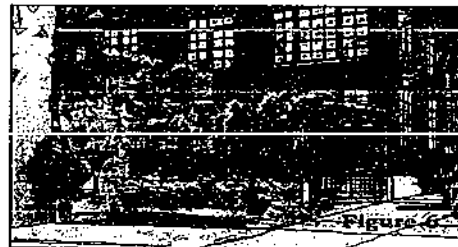
Along the east edge of the property a paved pathway is proposed that will provide access to Raleigh Street. Terraces along this side of the project will face the back of a 2-storey building, a small parking lot and the side of an older home. To mitigate these views, 2-in. cal. trees are proposed along the edge of each terrace. These trees, in association with an evergreen hedge, will provide necessary visual mitigation.

Above the entrance to the parking garage, a planter will be incorporated that will house a large number of vine plants intended to grow onto and cover the metal trellis structure that will define the garage entrance to the below-grade parking garage. This garage entry structure designed in a manner to be sensitive to the neighbors and to enhance the pedestrian experience.

This guideline is met.

D4. Parking Areas and Garages. Integrate parking in a manner that is attractive and complementary to the site and its surroundings. Locate parking in a manner that minimizes negative impacts on the community and its pedestrians. Design parking garage exteriors to visually respect and integrate with adjacent buildings and environment.

Findings: All parking for the project is located in a basement parking garage under the building. There will be only one access point to this parking structure, located at the NE corner of the site adjacent to the property line (the existing site has 7 access points onto the site). The structure above grade, defining the parking entrance, will be a skeletal structure used primarily for security purposes and secondarily will be used as a hearty plant trellis to provide a visual buffer for the pedestrians and for the neighbors. [Figure 6] This structure will be minimal so as not to distract from the building design. Decorative swinging metal gates will secure the



1-14-05

entrance. Access from the secured parking garage is provided via internal stair and elevator core, with direct access to both condominium buildings above.

This guideline is met.

D5. Crime Prevention. Use site design and building orientation to reduce the likelihood of crime through the design and placement of windows, entries, active ground level uses, and outdoor areas.

Findings: Locating the buildings close to the public sidewalks is an important consideration in planning a safe project. The existing site is lined with sugar maple trees, which would make locating the building close to the sidewalk prohibitive. By removing some of these trees, the buildings are able to be located within 10 feet of the sidewalk providing "eyes on the street" at all times. All of the ground floor perimeter spaces are occupied by residential units, providing passive surveillance on the street 24/7. All of these units have large living room windows, balconies and decks, which increases the visible connection between the private residences and activity on the street. All entries to the building are visible from the street. An exterior lighting system will supplement street lighting, providing human scale lights along the building edge, at all entries, decks and throughout the entire courtyard system.

This guideline is met.

D6. Architectural Integrity. Respect the original character of buildings when making modifications that affect the exterior. Make additions compatible in scale, color, details, material proportion, and character with the existing building.

Findings: All existing structures on the site are utility uses and will be demolished prior to the start of construction.

Therefore this guideline does not apply.

D7. Blending into the Neighborhood. Reduce the impact of new development on established neighborhoods by incorporating elements of nearby, quality buildings such as building details, massing, proportions, and materials.

Findings: The proposed building incorporates elements of scale, massing, height and materials that make the proposed development a good neighbor. The building is set back 10 feet to match the planted yard of the single-family neighbors. The windows are double-hung with divided lights to keep with the historic residential appeal. The brick is a very established material used throughout the NW neighborhood, and feels permanent and traditional. The mass of the building is broken down by creating a series of smaller brick bays that are detailed and surrounded with a warm, wood panel system. The feeling of height is decreased by bringing the main building material, brick, up three floors and then stepping back the fourth floor and using a new and lighter material, composite wood panel system. There is a 10-foot elevation change across the site that is accommodated by stepping the buildings on the site, reducing their impact on the surrounding area.

This guideline is met.

D8. Interest, Quality, and Composition. All parts of a building should be interesting to view, of long lasting quality, and designed to form a cohesive composition.

1-14-05

Findings: The building's form is in keeping with the neighborhood context and its similarity to the early 20th century apartment buildings in NW Portland. This 4-story, brick and wood clad building has been designed to minimize its overall scale by vertically dividing into a series of smaller scale brick volumes and horizontally divided into what appears to be a series of 3-story brick structures topped by a 4th level, set back from the brick volumes below, and clad in a light weight composite wood panel system. [Figure 7]

The character of the building's facade is broken into articulated brick volumes, and the exterior walls are clad in traditional running bond brick patterns with specialized detailing at key areas, such as recessed banding at the base, soldier coursing at window headers, and corbelling at the third floor parapet. Individual repetitive brick bays create a solid/void rhythmic pattern that helps reduce building scale, and a formed copper cap creates a strong horizontal cornice line. The recessed double-hung windows, with divided lights reflecting the neighborhood, have soldier coursing at the heads of all brick openings, and are resting on a protruding precast concrete windowsill. All windows are accented with brick detailing. At ground level window boxes are incorporated at windowsills to soften the exterior of the building, add human scale elements, and show ownership of each unit. The copings, downspouts and leader heads are all made of copper.



The building is accented and capped with a wood composite panel system. The wood system has a very residential and warm feeling. The wood system with the brick makes the building feel permanent yet approachable, and provides contrast of texture, color and warmth to the project. The recessed exterior planes are clad in a wood system at the second and third floors and at the corner of the building. The main entry is bound between two recessed wood planes, and the interior courtyard bays are faced with the wood system almost to the ground.

An important element of the project is that the building is compositionally divided into simple, proportioned, geometric forms breaking down the scale. The ground floor through third floor is brick veneer and the fourth floor is set back and faced with the wood composite panel system. The brick bays are situated between two "bookends". One end has a carved out balcony niches in the corner, softening the building's edge at the courtyard entry, and the other end anchoring the building to the site.

Each architecturally detailed vertical bay is articulated with strong horizontal planes by the steel deck structures at the first and second floors, which are soffit with the wood panels. In addition, the steel canopies at the third floor are soffit with the same wood a rich layering of walls, floors and roofs. The articulated recessed perimeter walls add light and shadow to the building. The overhanging roof provides a strong horizontal line at cap and provides high level of weather protection.

1-14-05

The variety of unit deck types allows ownership and recognition of each unit, and avoids a repetitive appearance. The decks are recessed at the penthouse level and at the two-bedroom units. The majority of one-bedroom units have attached decks and the interior courtyard units have Juliet Balconies to respect the close proximity of the buildings in the courtyard. The ground floor perimeter meets the sidewalk, with porches reinforcing the human scale, the livability, and the community aspect of the building.

The existing 10-foot grade change creates a unique experience between the pedestrian and the walk-up stoops. With the steps and stoops following this grade change, one will experience, at the perimeter of the building, a constantly changing building/ landscape as one progresses down the sidewalk. New street trees will shade and beautify the neighborhood. The courtyard is lined and accented with natural basalt stone walls, surrounded by a variety of groundcover, small specimen trees, and two water features emptying into a natural stream like setting. It is lushly landscaped and lined with a paver walkway that leads through the courtyard. Most of the bottom floor units open into the courtyard, creating ownership and community, as well as promoting a safe environment.

This guideline is met.

1-14-05

2] MODIFICATIONS THROUGH DESIGN REVIEW

Section 33.825.040, Modifications That Will Better Meet Design Review Requirements: The review body may consider adjustments for site-related development standards as part of the design review process. These modifications are done as part of design review and are not required to go through the adjustment process. Modifications that are denied through design review may be requested as an adjustment through the adjustment process. In order to approve modifications, the review body must find the applicant to have shown that the resulting development will better meet the applicable design guidelines and will, on balance, be consistent with the purpose of the standard for which a modification is requested.

Parking and Loading, 33.266

Purpose Statement. The development standards promote vehicle areas which are safe and attractive for motorists and pedestrians. The parking area layout standards are intended to promote safe circulation within the parking area, provide for the effective management of stormwater runoff from vehicle areas, and provide for convenient entry and exit of vehicles. The setback and landscaping standards:

- Improve and soften the appearance of parking areas;
- Reduce the visual impact of parking areas from sidewalks, streets, and especially from adjacent residential zones;
- Direct traffic in parking areas;
- Shade and cool parking areas;
- Reduce the amount and rate of stormwater runoff from vehicle areas;
- Reduce pollution and temperature of stormwater runoff from vehicle areas; and
- Decrease airborne and waterborne pollution.

Modification 1: Parking area layouts, 33.266.130 F: Table 266-4 requires 90° parking to be 8'-6" minimum width. A modification is requested for a approximately 100 parking stalls where columns are spaced on the centerline of the stall striping, reducing the clear width to 7'-11" at the columns. The remainder of the stall depth meets the required 8'-6" minimum.

Findings for Modification 1: The basement parking is laid out in a clean and efficient manner so that 8'-6" wide parking spaces fit between the required concrete structural columns. These 14" x 22" columns are oriented so that they only encroach into the adjacent stall by 7". Care has been taken to layout the structure and the stalls so that the columns sits within 24" of the entry of the stalls. This layout ensures that there is the required minimum width of 8'-6" clear at the center of the space so that there will be no conflicts with car door operation. All of these spaces are privately owned by the building residents and will not be used by the general public, thus maneuvering into and out of the stalls will be understood by the users. A survey of other buildings in NW Portland that have this same condition indicates that this encroachment within the stalls as sized and located in this project does not interfere with parking activities.

The alternative design meets the general parking stall width required by table 266-4. The encroachment into the parking spaces by the columns is appropriate given the residential use.

Therefore, this Modification merits approval.

1-14-05

Modification 2: Parking Landscaping Screening, 33.266.130.F: Table 266-5 requires a minimum 5'-0" wide L2 landscape buffer is provided for parking area adjacent to common property lines. The parking ramp access from NW Savier is located 1'-6" from the adjacent property line to the east for a length of approximately 14'-0". The applicant is proposing a metal mesh screen and vines to mitigate the reduced setback and landscaping area.

Findings for Modification 2: In order to fulfill the goals of enhancing pedestrian convenience, protecting pedestrians from traffic and vehicle movements, the design intends to provide only one access point to the below grade parking facility. There is a 10 ft. elevation change across the site, where the highest point is at the SW corner and the lowest point is at the NE corner of the site. The low point of the site, the NE corner offered the least impact on adjacent residential uses and minimized the amount of excavation necessary for the below-grade parking garage. The garage ramp is located 18 in. off of the east property line and extends 21 ft. into the property before clearing finish grade. The intent of the standard is to provide a landscaped buffer between the adjacent property and the parking access driveway/ramp. The proposed design is a thoughtfully designed metal entry structure offering a decorative edge for the neighboring property. The structure is intended to act as a climbing trellis for vine plantings that will be planted in an 18" planter located between the property line and the ramp wall. The decorative metal entry structure will be constructed on top of a 3' tall concrete stem wall providing a solid screen at the base with a green 'living' wall on top. At the south end of the ramp entry the 3 ft. concrete stem wall transitions into a full height concrete wall for 5 ft.. At this location tall columnar trees will be utilized to soften the edge.

The alternative design meets the intent of the landscape buffer. The landscaped structure expands the landscaped buffer into the vertical plane and provides a higher quality and more visually screening buffer than what is required.

Therefore, this Modification merits approval.

Modification 3: Size of loading spaces, 33.266.310.D: The two required loading spaces must be at least 35 feet long, 10 feet wide and have a clearance of 13 feet. The project proposes two loading spaces in the below-grade-parking garage, both 10 feet wide by 30 feet long by 8'-2" high. Clearance into the basement is limited to 8'-2" at the NW Savier St. access ramp.

Findings for Modification 3: In order to fulfill the goals of enhancing pedestrian convenience, protecting pedestrians from traffic and vehicle movements, the design intends to provide the required loading spaces in the most space-efficient manner and at the best locations. Consequently, the design creates two (2) interior loading spaces for residents, located in the below-grade parking garage. This arrangement allows for vehicles used for loading to enter and exit the site in a forward motion. The loading spaces are for residential use only and are located for the most convenient access to the elevator lobbies. Since all of the units are resident owned, the turnover of units should be minimal. Most of the basic move-in needs can be accommodated by the basement spaces. There are only 14 large penthouse units in the project that may require the use of a commercial moving van. Arrangements would have to be made to obtain a temporary parking permit for these tenant move-ins, as required.

The loading spaces provided per plan will meet a majority of the needs of the building tenants. A survey of other residential complexes in the neighborhood indicates that the code required spaces are minimally used by the tenants. The intent of the code is met providing two (2) loading spaces that can accommodate most move-in needs, as well as all of the everyday moving needs of the residents.

Therefore, this Modification merits approval.

1-14-05

3] STATEWIDE PLANNING GOALS

The Northwest Plan District [NWPD] is currently on appeal to LUBA. Under ORS 197.625(3)(a) prior to acknowledgment, the amendment is effective at the time specified by the local ordinance and is applicable to all land use decisions. Under Subsection (3)(b), approval of land use decisions subject to an unacknowledged amendment must include findings in compliance with the Statewide Planning Goals applicable to the amendment. This section therefore includes a listing of the Statewide Planning Goals that are applicable to the design review for the proposal and demonstrates compliance with all applicable goals.

Goal 1, Citizen Involvement, requires provision of opportunities for citizens to be involved in all phases of the planning process. This submittal of a Type II Design Review for the proposal has provided opportunity for public involvement. In accordance with the City's Type II procedure, when the application was determined complete [8-24-04], City Staff mailed a public notice shortly thereafter [8-30-04] and allowed a 3-week public comment period.

During the decision process, City Staff consulted with the owner, applicant, other citizens, city agencies, and other public and private organizations to solicit information relevant to the request. This report is a decision made by City Staff, will be mailed in accordance with the Type II procedures, and is available for public review. This decision may be appealed within 2 weeks of the mailing date. If appealed, an appeal hearing will occur before the Design Commission for a final City decision. Any appeal of that decision, in accordance with Title 33 requirements, can be made to Land Use Board of Appeals (LUBA). Based on this Type II procedure codified at PCC 33.730, the process for review of the Type II Design Review application is consistent with Statewide Planning Goal 1.

Goal 2, Formal Land Use Planning, requires the development of a process and policy framework which acts as a basis for all land use decisions and assures that decisions and actions are based on an understanding of the facts relevant to the decision. The previously existing Community Design Guidelines are acknowledged in this process. The proposal responds to the acknowledged provisions of the Community Design Guidelines and, if approved, will demonstrate consistency with all of these provisions. If approved, the proposal will also demonstrate compliance with the revised Community Design Guidelines, which do not negate any pre-existing guidelines but instead provide additional design review criteria. Accordingly, the processing of the proposal will comply with Goal 2 through the application of the acknowledged design review chapters, PCC 33.420 and PCC 33.825.

Goal 7, Areas Subject to Natural Disasters and Hazards, requires the protection of life and property from natural disasters and hazards. Fire and Life Safety and Structural codes in the City of Portland will ensure the project's compliance with Goal 7.

Goals 9 and 10, Economic Development and Housing, requires provision of adequate opportunities for a variety of economic activities vital to public health, welfare and prosperity and the provision of housing opportunities. The proposal is fully supportive of Goals 9 and 10. The project provides housing opportunities along a thriving, newly designated Main Street. Its high-density nature is supportive of the transit-oriented focus of this street and surrounding neighborhood.

1-14-05

Goal 11, Public Facilities and Services, requires planning and development of timely, orderly and efficient public service facilities that serve as a framework for urban and rural development. The NWPD examined the existing public services and zoned properties accordingly. Under this proposal, all bureaus have reviewed the system needs for the new building and determined what additional infrastructure is needed to accommodate the development potential. Through this review, the proposal complies with Goal 11.

Goal 12, Transportation, requires a provision of a safe, convenient, and economic transportation system. The proposal is located on an improved transit street. Portland Transportation reviewed the project, including the associated parking, against traffic patterns and system facilities and deemed the project compliant. Bicycle facilities will be included per Code requirements.

Goal 13, Energy Conservation, requires development of a land use pattern that maximizes the conservation and energy based on sound economic principles. Expanding housing opportunities within one of Portland's densest neighborhoods that has good access to transit reduces the use of fossil fuels and helps conserve energy.

Goal 14, Urbanization, requires provision of an orderly and efficient transition of rural lands to urban use. The site is already dedicated to urban use and is not characterized as rural land. Nevertheless, the location of the site within the NWPD serves the desire for additional housing development within the regional Urban Growth Boundary, thereby reducing long term regional pressures for conversion of rural lands to urban uses.

Goal 3, Goal 4, Goal 5, Goal 6, Goal 8, Goals 15-19, are not applicable. The above findings demonstrate that the proposal is consistent with the Statewide Planning Goals as required under ORS 197.625(3)(a).

III. DESIGN COMMISSION CONCLUSIONS

The new 145-unit Vaux Condominiums are a high quality and highly articulated residential building that will create a pedestrian enhanced street edge along all three street frontages. The material palate, color scheme, window detailing and proportion, walk-up terraces, front yards, landscaped courtyard and refined "crown" to the building are all common to the neighborhood's architecture, and adds to the character of the Northwest Plan District. The modifications to parking area standards are minor and will have a minimal impact, if any, on adjacent property owners or the neighborhood.

1-14-05

IV. DESIGN COMMISSION DECISION

Deny the appeal and uphold the administrative decision, with a minor modification to brick color at the two main entrance bays, of approval.

Approval for a new 145-unit residential condominium project configured as two 4-story buildings over a common basement level/underground 173-space parking garage [one two-way curb cut access via NW Savier Street].

Approval of the three Modification requests:

1. Parking area layouts, 33.266.130.F: allow 100 parking stalls to be reduced to 7'-11" at the columns. The remainder of the stall depth will meet the required 8'-6" width.
2. Parking Landscaping Screening, 33.266.130.F: reduce the east L2 landscape buffer at the parking ramp access to 1'-6" from the adjacent property line to the east for a length of 14'-0". Metal mesh and vines will be planted and irrigated to ensure dense green coverage of the mesh enclosure over the parking access area.
3. Size of loading spaces, 33.266.310.D: reduce the two required loading spaces in the below-grade-parking garage to 10 feet wide by 30 feet long by 8'-2" high.

Approved per Exhibits C-1 through C-41, signed and dated October 1, 2004 and December 2, 2004, subject to the following conditions:

- A. As part of the building permit application submittal, the following development-related conditions (B) must be noted on each of the 4 required site plans or included as a sheet in the numbered set of plans. The sheet on which this information appears must be labeled "ZONING COMPLIANCE PAGE - Case File LU 04-040741 DZM." All requirements must be graphically represented on the site plan, landscape, or other required plan and must be labeled "REQUIRED."
- B. The [5] five existing trees identified in the Landscape Plan to be saved will meet the standards of 33.248.068: Tree Protection Requirements, to ensure survival through the construction period.

Staff Planner: Timothy D. Heron

Date Decision Rendered: December 2, 2004

These findings and conclusions were adopted by the DESIGN COMMISSION on December 2, 2004.

Mike McCulloch
By Mike McCulloch, Chair *By: J. G. Juan*

Date Final Decision Rendered/Mailed: December 6, 2004

1-14-05

After Recording Return To:
Rebecca Biermann Tom
Ball Janik LLP
101 SW Main Street, Suite 1100
Portland, Oregon 97204-3219

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
E41 90 ATMCS
Total : 466.00
2006-174967 09/20/2006 10:00:06am

**DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VAUX CONDOMINIUMS**

Dated: September 1, 2006

**Declarant: The Vaux #549 Limited Partnership,
a Texas limited partnership**

90

Table of Contents

	<u>Page</u>
1. Definitions and Interpretation.....	1
1.1 Definitions.....	1
1.2 Liberal Construction.....	3
1.3 Mortgagee Approval.....	3
1.4 No Fiduciary Standard.....	3
1.5 Original Owner of Units.....	3
1.6 Captions and Exhibits.....	3
1.7 Miscellaneous.....	3
2. Property Submitted.....	3
3. Name.....	3
4. Units.....	4
4.1 General Description of Buildings.....	4
4.2 General Description, Location, and Designation of Units.....	4
4.3 Boundaries of Units.....	5
5. Owner's Interest in Common Elements; General Common Elements.....	5
6. Limited Common Elements.....	6
7. Allocation of Common Profits and Expenses; Enforcement of Assessments.....	6
7.1 Method of Allocation.....	6
7.2 No Exception.....	7
7.3 Default in Payment of Common Expenses.....	7
7.4 Foreclosure of Liens for Unpaid Common Expenses.....	7
7.5 First Mortgages; Liability of Subsequent Purchaser.....	8
8. Voting Rights.....	8
9. Use.....	8
10. Service of Process.....	8
11. Authority Regarding Easements and Other Property Rights.....	8
12. No Restrictions on Alienation.....	9
13. Rights of Access and Use.....	9
13.1 In General.....	9
13.2 Water Intrusion and Mold Inspection.....	9
13.3 Additional Rights Created by Association.....	10

13.4	Right of Entry.....	10
13.5	Right of Access and Use for Declarant.....	10
14.	Encroachments.....	11
15.	Notices to Mortgagees.....	11
16.	Operating Entity.....	11
17.	Managing Agent.....	12
18.	Taxation of Units.....	12
19.	Administrative Control.....	12
20.	Casualty.....	13
20.1	Responsibility of Association.....	13
20.2	Responsibility of Owner.....	13
21.	Condemnation.....	13
21.1	Total Condemnation.....	13
21.2	Partial Condemnation.....	14
22.	Fidelity Bond.....	14
23.	Amendment.....	14
23.1	Approval by Owners.....	14
23.2	Approval by Mortgagees.....	15
	15	
23.3	Approval by Governmental Authorities.....	16
23.4	Recordation.....	16
24.	Termination.....	16
25.	Dispute Resolution.....	17
25.1	Required Procedure.....	17
25.2	Negotiated Resolution.....	17
25.3	Mediation.....	17
25.4	Small Claims.....	18
25.5	Arbitration.....	18
25.6	Confidentiality.....	18
25.7	Claims Procedure.....	18
25.8	Covenants Running with the Land.....	19
25.9	No Attorneys' Fees.....	19
26.	Waiver; Time Limitation.....	19

26.1	RELEASE AND WAIVER OF ALL OTHER PAST, PRESENT, AND FUTURE CLAIMS REGARDING CONDITION OF PROPERTY	19
26.2	TIME LIMITATION ON ACTIONS	20
27.	Special Declarant Rights	20
27.1	Completion of Improvements	20
27.2	Sales Facilities of Declarant	20
27.3	Termination of Declarant Rights	21
27.4	Declarant's Easements	21
27.5	Approval Rights	21
27.6	Right of Review	21
28.	Severability	21
28.1	Miscellaneous; No Impairment	21
28.2	No Partition	22
28.3	No Waiver of Strict Performance	22
28.4	Liability for Utility Failure, Etc	22
28.5	Rule Against Perpetuities	22
28.6	Transfer of Declarant's Powers	22
28.7	Sound Transmission Disclosure	22

Exhibits to Declaration

Exhibit A	-	Property Description
Exhibit B	-	Area of Units and Allocation of Interest in Common Elements
Exhibit C	-	Allocation of Common Expenses and Common Profits
Exhibit D	-	Bylaws of The Vaux Condominiums Owners' Association

**DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VAUX CONDOMINIUMS
MADE PURSUANT TO THE OREGON CONDOMINIUM ACT**

This Declaration, to be effective upon its recording in Multnomah County, Oregon, pursuant to the provisions of the Oregon Condominium Act, is made and executed this ____ day of September, 2006, by The Vaux #549 Limited Partnership, a Texas limited partnership ("Declarant"). Declarant proposes to create a condominium located in the City of Portland, Multnomah County, Oregon, to be known as The Vaux Condominiums, composed of 144 Primary Units, 175 Parking Units, and 210 Storage Units located in two (2) newly constructed buildings and associated landscaping. The newly constructed buildings will consist of four (4) floors each above grade and a shared, one-level basement parking garage. The purpose of this Declaration is to submit The Vaux Condominiums to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

1. Definitions and Interpretation.

1.1 Definitions. As used in this Declaration, the Articles of Incorporation of The Vaux Condominiums Owners' Association, its Bylaws, its Rules and Regulations, and any exhibits thereto, unless the context shall otherwise require, the following definitions shall be applied:

1.1.1 Act shall mean the Oregon Condominium Act, currently ORS 100.005 to 100.990, as amended from time to time.

1.1.2 Association shall mean the nonprofit corporate entity responsible for the administration, management and operation of the Condominium.

1.1.3 Association Property shall mean any real property or interest in real property acquired, held, or possessed by the Association pursuant to ORS 100.405.

1.1.4 Board shall mean the Board of Directors of the Association.

1.1.5 Bylaws shall mean the Bylaws of the Association, as amended from time to time.

1.1.6 Common Elements shall mean all those portions of the Condominium exclusive of the Units.

1.1.7 Condominium shall mean the Property that is hereby submitted to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto.

1.1.8 Declaration shall mean this Declaration of Condominium Ownership for The Vaux Condominiums and any amendments thereto.

1.1.9 General Common Elements shall mean those Common Elements designated in Section 5.

1.1.10 Legal Requirements shall mean any and all laws, orders, rules, and regulations of any governmental entity.

1.1.11 Limited Common Elements shall mean those Common Elements designated in Section 6.

1.1.12 Mortgage shall include a deed of trust and a contract for the sale of real estate.

1.1.13 Mortgage Insurer or Guarantor shall mean an insurer or governmental guarantor of a first mortgage on a Unit.

1.1.14 Mortgagee shall include a mortgagee, a deed of trust beneficiary and a vendor under a contract for the sale of real estate.

1.1.15 Owner shall mean the owner or owners of a Unit, Parking Unit or Storage Unit, but shall not include a Mortgagee unless in possession of a Unit.

1.1.16 Parking Unit shall mean that part of the Condominium designated as such in Section 4 and comprised of the space enclosed by its boundaries as described in Section 4.

1.1.17 Plans shall mean the plat for the Condominium which is being recorded in the deed records of Multnomah County, Oregon, concurrently with this Declaration and any revisions of such plat subsequently recorded.

1.1.18 Primary Unit shall mean that part of the Condominium designated as such in Section 4 and comprised of the space enclosed by its boundaries as described in Section 4.

1.1.19 Property shall mean the property submitted to the provisions of the Act, as described more particularly in Section 2.

1.1.20 Rules and Regulations shall mean those rules and regulations governing the use and enjoyment of the Condominium, as adopted by the Board pursuant to the Bylaws.

1.1.21 Storage Unit shall mean the part of the Condominium designated as such in Section 4 and comprised of the space enclosed by its boundaries as described in Section 4.

1.1.22 Turnover Meeting shall mean the meeting at which Declarant relinquishes control of the administration of the Association pursuant to Section 100.210 of the Act.

1.1.23 Units shall mean those parts of the Condominium designated in Section 4 as Primary Units and comprised of the spaces enclosed by each of their respective boundaries as described in Section 4; Unit shall mean any one of the Units.

1.2 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Condominium under the provisions of Oregon law. The terms used herein are intended to have the same meaning as may be given in the Act to such terms unless the context clearly requires otherwise or definition in this manner would have an unlawful consequence.

1.3 Mortgagee Approval. For purposes of determining the percentage of first Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds first Mortgages on more than one Primary Unit, such Mortgagee shall be deemed a separate Mortgagee as to each such Primary Unit.

1.4 No Fiduciary Standard. In no event shall Declarant be deemed to be a fiduciary of the Owners or be held to a fiduciary standard with respect to activities hereunder. The foregoing language does not apply to fiduciary responsibilities officers or directors of the Association appointed may otherwise have.

1.5 Original Owner of Units. Declarant is the original Owner of all Units and will continue to be deemed the Owner of each Unit until conveyances or other documents changing the ownership of specifically described Units are filed of record.

1.6 Captions and Exhibits. The captions given herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.7 Miscellaneous. All terms and words used in this Declaration, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. "And/or" when applied to two or more matters or things shall be construed to apply to any one or more or all thereof, as the circumstances then warrant. "Herein," "hereof," "hereunder," and words of similar import shall be construed to refer to this Declaration as a whole, and not to any particular section, unless expressly stated otherwise.

2. Property Submitted. The Property hereby submitted to the provisions of the Act is the land owned in fee simple by Declarant and described on the attached Exhibit A, together with all easements, rights, and appurtenances belonging thereto and all improvements now existing or hereafter constructed on such land.

3. Name. The name by which the Property is to be identified is "The Vaux Condominiums."

4. Units.

4.1 General Description of Buildings. The Condominium shall consist of two newly constructed buildings, each of light-gauge steel framing with brick veneer. Each building has four (4) floors above grade and the buildings share a basement level parking garage.

4.2 General Description, Location, and Designation of Units. The Condominium consists of a total of 144 Primary Units, 175 Parking Units, and 210 Storage Units located on a generally level site as shown on the Plans. The Primary Units will be designated for residential use in accordance with Section 9 below. The Primary Units will be located on the first through fourth floors of the buildings (the "Primary Units"). The Primary Units are designated as "A" Units relating to building "A," and "B" Units relating to building "B", as depicted on the Plans. The Primary Units within building "A" shall be designated as A101, A103, A105, A107, A109, A111, A113, A115, A119, A121, A123, A125, A127, A129, A131, A133, A135, A137 and A139, located on the first floor of building "A", Units A201, A203, A205, A207, A209, A211, A213, A215, A217, A219, A221, A223, A225, A227, A229, A231, A233, A235, A237 and A239, located on the second floor of building "A", Units A301, A303, A305, A307, A309, A311, A313, A315, A317, A319, A321, A323, A325, A327, A329, A331, A333, A335, A337 and A339, located on the third floor of building "A", and, Units A401, A403, A405, A407, A409, A411, A413, A415, A417, A419, A421, and A423, located on the fourth floor of building "A". The Primary Units within building "B" shall be designated as B100, B102, B104, B106, B108, B110, B112, B114, B118, B120, B122, B124, B126, B128, B130, B132, B134, B136, B138, and B140 located on the first floor of building "B", Units B200, B202, B204, B206, B208, B210, B212, B214, B216, B218, B220, B222, B224, B226, B228, B230, B232, B234, B236, B238, and B240, located on the second floor of building "B", Units B300, B302, B304, B306, B308, B310, B312, B314, B316, B318, B320, B322, B324, B326, B328, B330, B332, B334, B336, B338, and B340 located on the third floor of building "B", and, Units B400, B402, B404, B406, B408, B410, B412, B414, B416, B418 and B420, located on the fourth floor of building "B". The Storage Units located in the basement parking level shall be designated as S1 through S42, inclusive, as shown on the Plans. Storage Units located in buildings "A" and "B" shall be designated as S-[S or N]#-[A or B] The first letter "S" means "Storage Unit," the second letter signifies the building with "S" meaning the South building "A" and the letter "N" meaning the North building "B," the following number signifies the floor where the Storage Unit is located, the following number designates the row where the Storage Unit is located, and the last letter "A" means an upper Storage Unit and the "B" means a lower Storage Unit. For example, S-N3-6A is an upper Storage Unit in the North building "B" on the third floor in the sixth row. Storage Units S-S1-1A and S-S1-1B through S-S1-12A and S-S1-12B, inclusive, are located on the first floor of building "A." Storage Units S-S2-1A and S-S2-1B through S-S2-12A and S-S2-12B, inclusive, are located on the second floor of building "A." Storage Units S-S3-1A and S-S3-1B through S-S3-12A and S-S3-12B, inclusive, are located on the third floor of building "A." Storage Units S-S4-1A and S-S4-1B through S-S4-6A and S-S4-6B, inclusive, are located on the fourth floor of building "A." Storage Units S-N1-1A and S-N1-1B through S-N1-12A and S-N1-12B, inclusive, are located on the first floor of building "B." Storage Units S-N2-1A and S-N2-1B through S-N2-12A and S-N2-12B, inclusive, are located on the second floor of building "B." Storage Units S-N3-1A and S-N3-1B through S-N3-12A and S-N3-12B, inclusive, are located on the third floor of building "B." Storage Units S-N4-1A and

S-N4-1B through S-N4-6A and S-N4-6B, inclusive, are located on the fourth floor of building "A." The Parking Units are designated as P101 through P275 and are located in the basement level, as shown on the Plans. The square footage of the Units is set forth on the attached Exhibit B and as shown on the Plans.

4.3 Boundaries of Units.

4.3.1 Primary Units. Each Primary Unit shall be bounded by (i) a vertical plane at the center of the air space between adjoining units; (ii) on exterior walls, the inside surface of the exterior skin and a vertical plane at the inside surface of the exterior windows; (iii) for other walls, a vertical plane at the exterior face of the studs; (iv) the top surface of the floor slab; and (v) the interior surfaces of the structural ceilings. Primary Units shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces, except those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the Condominium. In addition, each such Unit shall include the following: (a) all spaces, nonbearing interior partitions, exterior doors, and all other fixtures and improvements within the boundaries of the Unit; and (b) all outlets of utility and communication service lines, including but not limited to power, light, gas, hot and cold water, heating, refrigeration, air conditioning and waste disposal, security, cable television and telephone, within the boundaries of the Unit, but shall not include any part of such lines or ducts themselves. In addition, Primary Units with a fireplace shall include the fireplace box within such Primary Unit's boundaries as described above, but shall exclude the vertical chase or flue serving such fireplace.

4.3.2 Parking Units. Parking Units are bounded by the surface of floors, ceilings and perimeter walls, if any. Parking Units without perimeter walls are bounded by a vertical plane at the boundary shown on the Plat. Parking Units do not include the floor, ceiling or perimeter walls themselves. Regardless of the actual location of the painted striping for Parking Units, the boundaries of the Parking Units shall be as set forth herein and on the Plans.

4.3.3 Storage Units. Each Storage Unit shall be bounded by (i) the interior surfaces of its doorway or face panel, including any fixtures thereon or attached thereto, such as knobs, handles, and hinges and (ii) the interior surfaces of the side and back walls (or side and back panels), floor (or bottom panel), and ceiling (or top panel) of each Storage Unit, and shall include the air space so encompassed.

5. Owner's Interest in Common Elements; General Common Elements. Each Owner shall be entitled to an undivided percentage ownership interest in the Common Elements, as shown on the Plans and the table attached as Exhibit B. The method used to establish this allocation consists of (i) an allocation of an 0.01 percent undivided interest to each of the Parking Units and Storage Units, and (ii) an allocation of the remaining undivided interests to the Primary Units determined by the ratio which the area of each Primary Unit bears to the total area of all Primary Units combined, as shown on the Plans. The general location of the Common Elements is shown on the Plans. The General Common Elements shall consist of all parts of the Condominium other than the Units and the Limited Common Elements and include, without limitation, the following:

5.1 All floor slabs; windows; common corridors; stairwells; elevators; lobbies; foundations; roofs; columns; beams; girders; supports; and bearing walls.

5.2 Pipes, ducts, conduits, wires, and other utility installations, in each case to their respective outlets.

5.3 The trash chute room of each floor and loading area, as shown on the Plans.

5.4 The bicycle storage area and property manager's office in the basement parking level.

5.5 Landscaping, planter boxes, ground level courtyard, and exterior walkways.

5.6 The land included in the Property, together with any rights or appurtenances related thereto.

5.7 All other elements of the Condominium necessary or convenient to its existence, maintenance, or safety, or normally in common use, except as may be expressly designated herein as a part of a Unit or a Limited Common Element.

6. Limited Common Elements. The Limited Common Elements shall consist of outdoor patios or balconies adjacent to certain Primary Units, as shown on the Plans, the use of which is reserved on an exclusive basis for the Owner of the adjacent Primary Unit; provided, however, the use of patios or balconies that adjoin more than one Primary Unit are reserved for the Unit to which such patio or balcony has is specifically designated as shown on the Plans. For example, the Limited Common Element patio adjoining Unit A105 is labeled as "LCE Patio (to Unit A105)" on the Plans. The dimensions, designation, and location of the Limited Common Elements are shown on the Plans.

7. Allocation of Common Profits and Expenses; Enforcement of Assessments.

7.1 Method of Allocation. Except as otherwise provided in the Bylaws or in this Declaration, the common expenses shall be charged and the common profits of the Property shall be distributed to the Owners of the Primary Units according to the percentage determined by the ratio which the area of each Primary Unit bears to the total area of all Primary Units, as shown on the attached Exhibit C. Assessments of common expenses shall commence upon closing of the first sale of a Unit, provided that Declarant may elect to defer the commencement of assessment of common expenses (other than assessments for reserves pursuant to Section 5.2 of the Bylaws) for a period of 60 days following such initial closing. Assessments for reserves pursuant to Section 5.2 of the Bylaws shall commence upon closing of the first sale of a Unit, subject to the right of Declarant to defer the payment of assessments for reserves pursuant to Section 5.2 of the Bylaws. Declarant shall give not less than 10 days' written notice to all Owners of the commencement of assessments of all common expenses. Until the commencement of assessments for all common expenses, Declarant shall be responsible for payment of all common expenses of the Association (other than assessment for reserves pursuant to Section 5.2 of the Bylaws). Upon the sale of each Unit to a person other than a successor declarant, the purchaser

shall make a contribution to the working capital of the Association equal to two month's of regular Association assessments for the Unit as further described in the Bylaws. Except to the extent provided in the Bylaws, the common expenses of the Property shall be assessed on a monthly basis.

7.2 No Exception. No Owner may claim exemption from liability for contribution toward the common expenses by waiver by the Owner of the use or enjoyment of any of the Common Elements or by abandonment by the Owner of the Owner's Unit, except as expressly set forth in Section 7.1. No Owner may claim an offset against an assessment for common expenses for failure of the Board of Directors or Association to perform its obligations.

7.3 Default in Payment of Common Expenses. In the event of default by any Owner in paying to the Association the assessed common expenses (including, but not limited to, reserve assessments or any other special assessments) or any other charge imposed or levied by the Association pursuant to the provisions of this Declaration, the Bylaws or the Oregon Condominium Act, or any other amounts owing to the Association, such Owner shall be obligated to pay interest 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. No interest or late charges will be assessed on common expenses paid within 30 days after the due date therefor. Delinquent payments of common expense assessments shall bear interest from the date thereof at a rate equal to four percentage points over the prime or base rate of interest offered by U.S. Bank or a similar rate of interest at a similar institution if the foregoing rate or bank no longer exists, as in effect on the due date for such payment, but in no event higher than the maximum rate permitted by law. The Board of Directors may also establish and impose charges for late payments of assessments, if the charge imposed is based upon a resolution adopted by the Board of Directors that is delivered to each Unit, mailed to the mailing address of each Unit, or mailed to the mailing addresses designated by the Owners in writing. If the assessment is not paid within 30 days of its due date, the Board of Directors may declare any remaining installments of assessments for the balance of the fiscal year immediately due and payable and may terminate the right to receive utility services paid for out of assessments or the right of access to and use of recreational and service facilities of the Condominium until assessments have been brought current. The Board of Directors shall have the right and duty to recover for the Association such common expenses, assessments and charges, together with interest thereon, late charges, if any, and expenses of the proceeding, including attorneys' fees, by an action brought against such Owner or by foreclosure of the lien which the Association has upon such Owner's Units pursuant to ORS 100.450 with respect to all such obligations.

7.4 Foreclosure of Liens for Unpaid Common Expenses. Prior to proceeding with foreclosure of the Association's lien for unpaid assessments, the Association shall record a notice of claim of lien in the deed records of Multnomah County, Oregon in accordance with ORS 100.450. The Association's lien shall be foreclosed in accordance with ORS 100.450. In any action brought by the Association to foreclose a lien on a Unit or Units because of unpaid assessments or charges, the Owner shall be required to pay a reasonable rental for the use of the Unit or Units 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 or Units at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the Unit or Units. An action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing any lien securing the same.

7.5 First Mortgages; Liability of Subsequent Purchaser. Any lien of the Association against a Unit or Units for assessments and charges shall be subordinate to tax and assessment liens and any first Mortgage of record, unless there has been compliance with all requirements of Section 100.450(7) of the Act. Where the purchaser or Mortgagee of a Unit or Units obtains title to the Unit or Units as a result of foreclosure of a first Mortgage or by deed in lieu of foreclosure, such purchaser or Mortgagee, his or her successors and assigns shall not be liable for any of the common expenses chargeable to such Unit or Units which became due prior to the acquisition of title to such Unit or Units by such purchaser or Mortgagee except to the extent provided in Section 100.475(2) of the Act; provided, in the case of a deed in lieu of foreclosure, that the Mortgagee complies with the requirements of Section 100.465(1) of the Act; and provided further, that any sale or transfer of a Unit pursuant to a foreclosure shall not relieve the purchaser or transferee of such Unit from liability for, nor such Unit or Units from the lien of, any common expenses thereafter becoming due. In a voluntary conveyance of a Unit or Units (subject to the restrictions of this Declaration), the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the Unit or Units to the time of grant of conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of an Owner or an Owner's agent, the Board of Directors shall make and deliver a statement of the unpaid assessments against the prospective grantor or the Unit or Units through a date specified in the statement, and the grantee in such case shall not be liable for, nor shall the Unit or Units when conveyed be subject to, a lien filed thereafter for any unpaid assessments against the grantor in excess of the amounts therein set forth.

8. Voting Rights. Subject to the provisions of Section 19 of this Declaration and Section 3 of the Bylaws, one (1) vote shall be allocated to each Primary Unit.

9. Use. The Primary Units are intended for residential use, as described in Section 7.2 of the Bylaws. The use of the Parking Units shall be limited to the parking of vehicles owned or operated by the Owner, tenant or resident of a Primary Unit. The Storage Units shall be limited to storing items associated with a Primary Unit.

10. Service of Process. The designated agent to receive service of process in cases described in Section 100.550(1) of the Act is named in the Condominium Information Report which will be filed with the Real Estate Agency in accordance with Section 100.250(1)(a) of the Act.

11. Authority Regarding Easements and Other Property Rights. The Association has the authority, pursuant to Section 100.405(5) and (6) of the Act, to execute, acknowledge, deliver, and record on behalf of the Owners leases, easements, rights of way, licenses, and other similar interests affecting the Common Elements and to consent to vacation of roadways within and adjacent to the Condominium, in each case, which are reasonably necessary to the ongoing development and operation of the Condominium. The granting of any interest pursuant to this

Section 11 shall first be approved by Owners holding at least 75 percent of the voting power of the Association, unless otherwise allowed to be approved by the Board under ORS 100.405(6)(a)(B).

12. No Restrictions on Alienation. This Declaration and the Bylaws impose no restrictions on the alienation of any Primary Unit. No person or entity may own or shall be entitled to acquire a Parking or Storage Unit unless such person or entity owns or shall simultaneously acquire a Primary Unit, provided that Declarant or its successors and assigns may own unsold Parking and Storage Units even if it has conveyed all Primary Units). Any conveyance, transfer, or other disposition (“Transfer”) of a Parking or Storage Unit to a person or entity who does not own or who will not acquire a Primary Unit is prohibited. In the case of a Transfer or attempted Transfer of a Parking or Storage Unit in violation of this Section 12, in addition to the Association’s other rights under this Section 12, the person or entity making or attempting such Transfer shall indemnify and hold harmless the Association and its members from all cost, liability, and damage that the Association or its members may incur (including, without limitation, attorneys’ fees and expenses) as a result of such Transfer or attempted Transfer. In the event a person or entity engages or attempts to engage in a Transfer of a Parking or Storage Unit in violation of this Section 12, the Association acting through the Board may, in its sole discretion, fine the offending person or entity in such amounts as it may determine to be appropriate, in addition to any other rights or remedies available to the Association under this Declaration, the Bylaws or applicable law or in equity including, without limitation, the remedies of specific performance and injunction.

13. Rights of Access and Use.

13.1 In General. Each Owner shall have a perpetual right of reasonable access and use to, through, over, and of each other Unit and the Common Elements as may be required for ingress and egress to and from such Owner’s Unit or Units; for the support of such Owner’s Unit or Units; and for the installation, operation, repair, maintenance, and replacement of utilities and other systems serving such Owner’s Units, including, but not limited to, water, natural gas, air conditioning, cable television, electrical power and wiring, light, or plumbing serving a Primary Unit. The Owner shall use the foregoing rights only as necessary and shall exercise all due care in the exercise of such right and shall be responsible for and indemnify, defend and hold harmless the other Owners from any harm or damage resulting from the exercise of the Owner’s rights under this Section 14.1. The specific reference to or reservation of any rights of access and use in this Declaration does not limit or negate the general easement for Common Elements created by the Act.

13.2 Water Intrusion and Mold Inspection. The Board, acting on behalf of the Association, may authorize entry into any Owner’s Unit or Units to conduct a periodic inspection of the Owner’s Primary Unit and Storage Unit for water intrusion into the Unit and/or the appearance of mold or mildew within such Unit. Such inspection shall be made by an agent of the Association appointed by the Board of Directors and shall occur at such time as is reasonably convenient to the Owner (or Owner’s tenant) and the inspector. Nothing contained within this Section 14.2 is intended to modify the maintenance and repair obligations of any party as provided in the Bylaws and this Declaration.

13.3 Additional Rights Created by Association. The Association, upon prior approval of Owners holding at least 75 percent of the voting power of the Association, may create on behalf of the Owners additional rights of access and use with respect to the General Common Elements. No such right may be granted with respect to a Limited Common Element unless the Owners and Mortgagees of the Primary Units having the right to use such Limited Common Elements consent to the creation of such a right. Nothing in this Section 14.3 shall be construed to enable the Association to revoke, alter, modify, or terminate any easements, rights of way, licenses, or similar interests of record on the date this Declaration is recorded.

13.4 Right of Entry. In addition to the rights granted to the Association elsewhere in this Declaration, the Bylaws, or by the Act, the Board, acting on behalf of the Association, or a managing agent, manager, or any other person authorized by the Board, shall have the right to enter and have access through and over any Owner's Unit or Units and the Limited Common Element(s) in the case of any emergency originating in or threatening such Unit or Units or other Units, or Limited Common Element(s), or Condominium property or requiring repairs in such Unit or Units or Limited Common Element(s) to protect public safety, whether or not the Owner is present at the time. Each Owner shall also permit such persons to enter or have access through and over the Owner's Unit or Units or Limited Common Elements for the purpose of performing installations, alterations, inspections, maintenance, cleaning, or repairs to any Common Element, preventing damage to the Common Elements or another Unit, or inspecting the Unit or Units or Limited Common Element(s) to verify that the Owner is complying with the restrictions and requirements described in this Declaration, the Bylaws, and/or the Rules and Regulations, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. For a period of 10 years following recording of this Declaration, Declarant shall have a right to inspect the Common Elements of the Condominium and the Association's records regarding inspections and maintenance of the Condominium.

13.5 Right of Access and Use for Declarant. Declarant and Declarant's agents, successors, and assigns shall have a right of access and use to, through, over, and of the Common Elements for the purpose of (i) planning, designing, developing, constructing, inspecting, maintaining or repairing structures on the Property, to the extent Declarant is required or authorized to conduct such activities (a) pursuant to this Declaration, the Bylaws, or the Plans, (b) under contracts of sale with purchasers of Units, (c) satisfying any warranty obligation of Declarant, (d) inspecting the Property for defects or to verify appropriate maintenance is being performed, or (e) under applicable law or regulations, and (ii) carrying out sales activities reasonably necessary for the sale of Units, including, without limitation, the right to use the Units owned by Declarant as model Units and the right to use a Primary Unit owned by Declarant as a sales office, until all Units have been conveyed to persons other than Declarant; provided, however, that Declarant shall restore the portions of the Property which it accesses or uses pursuant to this Section 13.5 to substantially the same condition that existed prior to such access or use (except to the extent Declarant has constructed improvements contemplated by this Section 13.5). The right of entry and inspection provided in this Section 13.5 shall not in any way obligate the Declarant or Declarant's agents, successors and assigns to make such an inspection, and the decision on whether to inspect Units and the frequency of such inspections, if any, shall be solely within the discretion of the Declarant or its successors and assigns.

14. Encroachments.

14.1 Each Unit and all Common Elements shall have an easement over all adjoining Units and Common Elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or other movement of any portion of the Property, or any other similar cause, and any encroachment due to building overhang or projection, as long as the physical boundaries of the Units are in substantial accord with the description of those boundaries that appears in the Declaration, including but not limited to any encroachment from the building's HVAC or mechanical equipment, pipes or utility installations extending down from the ceiling or from a wall of a Parking or Storage Unit installed by Declarant. There shall be a valid easement for the maintenance of the encroaching Units and Common Elements so long as the encroachment shall exist and, except as otherwise provided in Section 14.2, the rights and obligations of Owners shall not be altered in any way by the encroachment.

14.2 The easement described in Section 14.1 does not relieve an Owner of liability in case of willful misconduct of an Owner or relieve the Declarant or any contractor, subcontractor, or materialman of liability for failure to adhere to the Plans.

14.3 The encroachments described in Section 14.1 shall not be construed to be encumbrances affecting the marketability of title to any Unit.

15. Notices to Mortgagees. The Association shall provide timely written notice of the following matters to any Mortgagee, or any Mortgage Insurer or Guarantor:

15.1 Any condemnation or casualty loss that affects either a material portion of the Condominium or a Unit in which it holds an interest;

15.2 Any delinquency of 60 days in the payment of common expenses assessed to a Unit in which it holds an interest;

15.3 A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

15.4 Any proposed action that requires the consent of a specified percentage of Mortgagees under this Declaration or the Bylaws.

16. Operating Entity. The Vaux Condominiums Owners' Association, an Oregon non-profit corporation, has been organized to administer the operation and management of the Condominium and to undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and the Bylaws. A copy of the Bylaws, which have been adopted by the Declarant as required by Section 100.410(1) of the Act, is attached hereto as Exhibit D. The Owner of each Primary Unit shall automatically become a member of the Association upon such Owner's acquisition of an ownership interest in any Primary Unit and the membership of an Owner shall terminate automatically upon such Owner's being divested of all of such Owner's ownership interest in the Primary Units, regardless of the means by which such ownership interest is divested. Each Owner shall be entitled to vote in the manner prescribed in

the Articles of Incorporation of the Association and the Bylaws. Until the Turnover Meeting, the members of the Board need not be Owners. No person or entity holding any Mortgage, lien, or other encumbrance on any Unit shall be entitled, by virtue of such Mortgage, lien, or other encumbrance, to membership in the Association or to any of the rights or privileges of such membership, except as specifically described in this Declaration. In the administration of the operation and management of the Condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and collect assessments, and to adopt, promulgate, and enforce Rules and Regulations in the manner provided herein and in the Bylaws. Acquisition of an ownership interest in a Primary Unit by an Owner shall constitute appointment of the Association as that Owner's attorney-in-fact in connection with proceedings, negotiations, settlements, and agreements arising from condemnation, destruction, liquidation, or termination of the Condominium, subject to the rights of the Owners described in the Bylaws.

17. Managing Agent. Subject to the rights of the Association to terminate such agreement without penalty or cause upon not less than 30 days' written notice given at any time, the Board shall have the authority, on behalf of the Association, to enter into a management agreement with respect to the Condominium prior to the Turnover Meeting for a term not to exceed two (2) years. On behalf of the Association, the Board may, after the Turnover Meeting, employ or contract for a managing agent or manager in accordance with the Bylaws at a compensation to be established by the Board. Any such management agreement shall be terminable by the Association upon not more than 90 days' nor less than 30 days' written notice thereof. The Board may delegate to the managing agent or manager such duties and powers as the Board may authorize. In the absence of such appointment, the Board shall act as manager of the Condominium.

18. Taxation of Units. Each Unit, together with the undivided percentage interest in the Common Elements allocated to such Unit, shall be considered a parcel of real property subject to separate assessment and taxation by any taxing authority in a manner comparable to the taxation of other parcels of real property. The Common Elements shall not be considered a separate parcel for purposes of taxation.

19. Administrative Control. Except as otherwise provided in this Declaration or in the Bylaws, Declarant reserves control until the earlier to occur of the date that is three years after the date on which the first Primary Unit is conveyed or the date at which 75 percent of all 529 Units have been conveyed to persons other than the Declarant, during which time:

19.1 Declarant may appoint and remove officers and members of the Board;

19.2 Declarant shall have five (5) votes with respect to each Primary Unit owned by it, notwithstanding the provisions of Section 8;

19.3 Declarant shall have the right to exercise all powers of the Association, the Board, or the Condominium officers under this Declaration, the Bylaws, and the Act, except that Declarant may not bind the Association to any management agreement, service contract, employment contract, lease of recreational areas or facilities in excess of three (3) years, which is made prior to the Turnover Meeting unless the Association or the Board is granted therein a right

of termination thereof which is exercisable without cause or penalty upon not less than 30 days' written notice given to the other party thereto not later than 60 days after the Turnover Meeting, except as otherwise provided in Section 17.

19.4 Declarant shall have the right to approve amendments to this Declaration, the Bylaws, the Plans, and the Rules and Regulations proposed by the Owners.

20. Casualty.

20.1 Responsibility of Association. The Association shall be responsible for repairing, reconstructing, or rebuilding all damage or destruction of the Common Elements and Parking Units by casualty and, to the extent of the Association's insurance coverage, all such damage or destruction to the other Units. Each Owner shall be responsible for the repairing, reconstructing, or rebuilding of his Primary Units and Storage Units to the extent not covered by the Association's insurance and to the extent of any deductible under the Association's insurance. The Association shall rebuild and restore the damaged or destroyed portions of the Common Elements, Parking Units, and, to the extent of the Association's insurance coverage, of the other Units, so that the Property is rebuilt and restored to substantially the same condition in which it existed prior to such damage or destruction, unless Owners of at least 75 percent of the Primary Units and 75 percent of all first Mortgagees of Primary Units agree that the Property shall not be rebuilt or restored. The Association shall represent the Owners in any proceeding, negotiation, settlement, or agreement relating to the payment of proceeds under any insurance policies held by the Association. Any such proceeds shall be payable to the Association to the extent of its interest therein. If the Property is to be rebuilt and restored and the proceeds of the insurance policies held by the Association are insufficient to fund the full cost of rebuilding and restoration, the difference between the amount of such proceeds and such cost may be charged to all Owners as a common expense. If the required number of Owners and first Mortgagees agree that the Property shall not be rebuilt and restored, the Property shall be considered removed from the provisions of the Act in accordance with Section 100.605 thereof, and any proceeds resulting from such removal shall be distributed in accordance with Section 100.615 of the Act.

20.2 Responsibility of Owner. If, due to the act or neglect of an Owner, or of a member of his or her family or his or her household pet or of a guest, servant, invitee, or other authorized occupant or visitor of such 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 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.

21. Condemnation.

21.1 Total Condemnation. In the event of condemnation of the whole of the Condominium, the compensation to be paid to Owners of Units shall be negotiated and finalized, including, if required, by representation in any proceeding, by the Association, subject to ratification of such compensation by the Owners of at least 75 percent of the Primary Units at a special meeting called for that purpose, whether or not proceedings are necessary, and compensation, less expenses involved, if any, in obtaining the compensation shall be paid to the

Association and then distributed among the Owners of Units in equitable proportions and payable to any Mortgagee to the extent required to obtain a discharge of Mortgage. Notwithstanding the award for the condemnation of the whole Condominium, the rights of each Owner of a Unit shall be separate to negotiate and finalize his or her personal compensation for improvements made to the Unit or Units, cost of moving, and other similar items personal to each Owner.

21.2 Partial Condemnation. In the event of a partial condemnation of the Condominium which includes some Units and/or Limited Common Elements, each Owner whose Unit or Units or associated Limited Common Elements are condemned shall deal with the condemning authority with regard to compensation therefor, and the compensation for such Unit or Units or Limited Common Elements shall be paid to such Owner (or the Mortgagee of that Owner's Unit). The Association shall negotiate compensation relating to any General Common Elements (except as provided above). The cost, if any, of restoring the balance of the Condominium so that it may be used shall be determined by the Association and the Association shall negotiate with the condemning authority with regard to compensation for this expenditure and shall, unless the Condominium is terminated within 30 days after the receipt of such compensation in accordance with the Act, reconstruct the Condominium, using the funds received for such reconstruction. Any moneys received by the Association for any such reconstruction shall be held in trust by the Association for the purpose of such reconstruction.

22. Fidelity Bond. 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, whether or not such person or entity receives compensation for services, shall furnish a fidelity bond as the Board of Directors deems adequate under this Section 22. In no event, however, may the aggregate amount of such insurance be less than the sum equal to three months' aggregate assessments on all Units plus reserve funds. Such bonds shall name the Association as the obligee and shall cover the maximum funds that may be in the custody of the Association or any manager at any time while such bonds are in force but, in any event, not less than the sum of three months of common expense assessments on all Units. Any such bond shall include a provision requiring not less than ten days' written notice to the Association and any Mortgagee of a Unit requesting a copy thereof and each servicer on behalf of the Federal National Mortgage Association ("FannieMae") before cancellation or substantial modification of the bond for any reason. The premiums on such bonds shall be paid by the Association.

23. Amendment.

23.1 Approval by Owners. Amendments to the Declaration shall be proposed by either a majority of the Board of Directors or by Owners holding thirty percent (30%) or more of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment. Except as may otherwise be provided in this Declaration or by the Act, this Declaration may be amended if such amendment is approved by Owners holding at least 75 percent of the voting power of the Association and the consent of Declarant. The unanimous consent of all Owners of Primary Units shall be required for amendments of Sections 13.3 and 15 of this Declaration. Except as otherwise provided in the Act, no amendment may change the size, location, allocation of undivided interest in the Common Elements, method for determining

liability for common expenses, the method of determining the right to common profits, or the method of determining the voting rights of or with respect to any Unit unless such amendment has been approved by the Owners of the affected Units. Voting on any amendment to this Declaration shall be without regard to Declarant's enhanced voting power under Section 19.2, except for an amendment to approve a plat amendment, or to correct any provision of or exhibit to this Declaration, whether such correction is required due to a surveyor's error, factual error, miscalculation, omission or to comply with the requirements of any applicable statute, ordinance, regulation or guideline of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon that insures, guarantees or provides financing for condominiums or to comply with the Act. For as long as Declarant remains the Owner of one or more Primary Units, the Bylaws, the Rules and Regulations, and this Declaration may not be modified, added to, amended, or repealed so as to eliminate, change, or impair any rights, privileges, easements, licenses, or exemptions granted therein or herein to Declarant or its designee, or otherwise so as adversely to affect Declarant or such designee, without Declarant's or such designee's prior written consent in each instance.

23.2 Approval by Mortgagees. Except when a greater percent is required by the Declaration or Bylaws, or a greater or lesser percent is required by the Oregon Condominium Act, the consent of the Owners of Primary Units holding at least 75 percent of the voting rights and the approval of Mortgagees holding first Mortgages on Units that have at least 51 percent of the voting rights of the Primary Units subject to Mortgagee first Mortgages shall be required for any amendments of a material nature to the Declaration or Bylaws. Any amendment to the Declaration or Bylaws that changes any of the provisions of such documents governing the following shall constitute a material changes:

23.2.1 Voting rights;

23.2.2 Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or the priority of such liens;

23.2.3 Reduction in reserves for maintenance, repair and replacement of the Common Elements;

23.2.4 Responsibility for maintenance and repairs;

23.2.5 Reallocation of interests in the General or Limited Common Elements, or rights to their use, except as otherwise provided in Section 27;

23.2.6 The boundaries of any Unit, except as other wise provided in Section 27;

23.2.7 Convertibility of Units into Common Elements or of Common Elements into Units;

23.2.8 Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

23.2.9 Hazard or fidelity insurance requirements;

23.2.10 Imposition of any restrictions on the leasing of Units;

23.2.11 Imposition of any restriction on the right of an Owner to sell or transfer his or her Unit;

23.2.12 A decision by the Association to establish self-management when professional management had been required previously by this Declaration, the Bylaws or an Eligible Mortgagee;

23.2.13 Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than specified in this Declaration or the Bylaws;

23.2.14 Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

23.2.15 Any provisions that expressly benefit Mortgage holders, insurers or guarantors.

In addition, except as otherwise provided in the Act, no amendment to this Declaration may change the size, location, allocation of undivided interest in the Common Elements, method for determining liability for common expenses, right to common profits, or voting rights of or with respect to any Unit unless such amendment has been approved by the holders of any Mortgages on the affected Units. Any approval of a Mortgagee required under this Section 23 may be presumed by the Association if such Mortgagee fails to submit a response to a written proposal for an amendment to this Declaration within 60 days after it receives notice of such proposal by certified or registered mail, return receipt requested.

23.3 Approval by Governmental Authorities. The Association shall use reasonable efforts to obtain the approval of an amendment to this Declaration by a governmental authority engaged in the guaranty of, or the issuance of insurance with respect to, Mortgages, if required by such authority.

23.4 Recordation. Amendments to this Declaration shall be effective upon recordation of the Declaration as amended, or of the amendment thereto, certified by the chairman and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Oregon Condominium Act and approved by the county assessor and the Oregon Real Estate Commissioner, if required by law, in the deed records of Multnomah County, Oregon.

24. Termination. Termination of the Condominium shall be effected in accordance with Section 100.600 and any other applicable provision of the Act, but in no event shall be consummated without the prior written consent of at least 51 percent of those holders of first Mortgages on Units (based upon one vote for each first Mortgage held). Any approval of a

Mortgagee required under this Section 24 may be presumed by the Association if such Mortgagee fails to submit a response to a written request within 60 days after it receives notice of such request by certified or registered mail, return receipt requested. The common profits and expenses of the Property following termination of the Condominium shall be allocated in accordance with the Act.

25. Dispute Resolution.

25.1 Required Procedure. Except as provided in Section 25 below, to the fullest extent allowed by law, if a dispute arises, all claims, controversies, or disputes, whether they are statutory, contractual, tort claims, and/or counterclaims between or among Declarant, Declarant's successors and assigns, the Association, and/or Owner(s) (collectively, the "Parties" and individually, a "Party") which arise out of or are related to the Condominium, the Act, this Declaration, the Bylaws, the Articles of Incorporation of the Association, or the Rules and Regulations, or which relate to the interpretation or breach of the Act, this Declaration or the Bylaws, the Articles of Incorporation of the Association, or the Rules and Regulations (collectively referred to as "Claims") shall be resolved in accordance with the procedures specified herein. Except as otherwise required by the Act, the following matters are excluded from this dispute resolution clause and do not constitute Claims: (i) judicial or non-judicial foreclosure or any other action or proceeding to enforce assessments, fines, interest or a trust deed, mortgage, Association lien, or land sale contract; (ii) a forcible entry and detainer action; or (iii) actions by the Association pursuant to Section 5.6 of the Bylaws prior to summary abatement and removal of a structure or other condition that violates this Declaration, the Bylaws or any Rules and Regulations; (iv) actions for the appointment of a receiver pursuant to Section 5.9 of the Bylaws; (v) provisional remedies such as injunctions or the filing of a lis pendens, or (vi) the filing or enforcement of a mechanic's lien. The filing of a notice of pending action (lis pendens) or the application to any court having jurisdiction thereof for the issuance of any provisional process remedy described in Rules 79 through 85 of the Oregon Rules of Civil Procedure (or corresponding federal statutory remedies), including a restraining order, attachment, or appointment of receiver, shall not constitute a waiver of the right to mediate or arbitrate under this Section, nor shall it constitute a breach of the duty to mediate or arbitrate. The proceeds resulting from the exercise of any such remedy shall be held by the Party obtaining such proceeds for disposition as may be determined by an agreement of the Parties pursuant to a mediation or by the arbitration award.

25.2 Negotiated Resolution. The Parties will seek a fair and prompt negotiated resolution of Claims and shall meet at least once to discuss and to seek to resolve such claims, but if this is not successful, all disputes shall be resolved in small claims court, by mediation or by binding arbitration as set forth in Sections 25.3, 25.3 and 25.5 below, as applicable.

25.3 Mediation. Prior to mediation of any Claim, the Parties shall have endeavored to resolve disputes through the process set forth in Section 25.2 above. All Claims that are not resolved by such process shall be subject to mediation as a condition precedent to arbitration. The request for mediation may be made concurrently with the filing of a demand for arbitration as set forth in Section 25.5 below, but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties. All mediation shall be in

accordance with the rules of procedure of any dispute resolution program available in Multnomah County, Oregon that is in substantial compliance with the standards and guidelines adopted under ORS 36.175, as it may be amended. The foregoing requirement does not apply to circumstances in which irreparable harm to a party will occur due to delay or litigation or an administrative proceeding initiated to collect assessments, other than assessments attributable to fines.

25.4 Small Claims. All Claims that have not been resolved by mediation and which are within the jurisdiction of the Small Claims Department of the Circuit Court of the State of Oregon shall be brought and determined there, and all Parties waive their right to a jury trial with respect to such claims.

25.5 Arbitration. Prior to arbitration of any Claim, the Parties shall have endeavored to resolve disputes through the processes set forth in Section 25.2, 25.3 and 25.4 above, as applicable. All Claims that have not been resolved by such processes shall be resolved by binding arbitration. Such arbitration shall be conducted by and pursuant to the then effective arbitration rules of the American Arbitration Association, or another reputable arbitration service selected by Declarant. If Declarant is not a Party to such dispute, the arbitration service shall be selected by the Association. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

25.6 Confidentiality. The Parties shall keep all discussions of disputes, all settlements and arbitration awards and decisions confidential and shall not disclose any such information, whether directly or indirectly, to any third parties unless compelled to do so by an order of a court of competent jurisdiction. The Parties agree in the event a Party breaches its confidentiality obligation that the other Party or Parties to the dispute shall be entitled to seek and obtain any and all equitable remedies, including injunctive relief and specific performance and each Party hereby waives any claim or defense that the other Party has an adequate remedy at law for any such breach and the Parties agree that the aggrieved Party shall not be required to post any bond or other security in connection with any such equitable relief.

25.7 Claims Procedure. An Owner or the Association may not commence a claim against Declarant or any contractor, subcontractor or supplier for construction defects unless the Owner or Association, as applicable, has given written notice of the claim and permitted them to view, inspect and respond to the claimed defect, as required by law.

OREGON LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY COMMENCE ARBITRATION OR A COURT ACTION AGAINST ANY CONTRACTOR, SUBCONTRACTOR OR SUPPLIER FOR CONSTRUCTION DEFECTS. BEFORE YOU COMMENCE ARBITRATION OR A COURT ACTION YOU MUST DELIVER A WRITTEN NOTICE OF ANY CONDITIONS YOU ALLEGE ARE DEFECTIVE TO THE CONTRACTOR, SUBCONTRACTOR OR SUPPLIER YOU BELIEVE IS RESPONSIBLE FOR THE ALLEGED DEFECT AND PROVIDE THE CONTRACTOR, SUBCONTRACTOR OR SUPPLIER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR, SUBCONTRACTOR OR SUPPLIER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW. FAILURE TO

MEET THOSE DEADLINES OR FOLLOW THOSE PROCEDURES WILL AFFECT YOUR ABILITY TO COMMENCE ARBITRATION OR A COURT ACTION.

25.8 Covenants Running with the Land. The provisions of this Section 25 are intended to touch and concern the Condominium and shall be deemed covenants running with the land. Each and every term of this Section 25 shall, to the fullest extent allowed by law, bind each Owner, the Association and each subsequent owner or transferee of a Unit.

25.9 No Attorneys' Fees. Except as specifically provided for in this Declaration or the Bylaws, no Party in the arbitration, mediation or other proceeding shall be entitled to recover costs or attorneys' fees in connection therewith.

26. Waiver; Time Limitation.

26.1 **RELEASE AND WAIVER OF ALL OTHER PAST, PRESENT, AND FUTURE CLAIMS REGARDING CONDITION OF PROPERTY.** EXCEPT FOR ANY EXPRESS WARRANTY CLAIMS PURSUANT TO SECTION 8 OF THE UNIT SALES AGREEMENT BETWEEN DECLARANT AND A PURCHASER OF A UNIT, TO THE FULLEST EXTENT ALLOWED BY LAW, EACH PURCHASER OF A UNIT, THE ASSOCIATION AND ALL SUCCESSOR OWNERS AND OCCUPANTS, RELEASE AND WAIVE ANY CLAIM WHENEVER ARISING AGAINST DECLARANT OR ITS AGENTS, BROKERS, SUCCESSORS, EMPLOYEES, AFFILIATES, CONTRACTORS, REPRESENTATIVES, OFFICERS, DIRECTORS AND MEMBERS OR AGAINST THE ASSOCIATION OR ANY BOARD MEMBER THEREOF (COLLECTIVELY, THE "DECLARANT PARTIES"), RELATING TO OR ARISING FROM THE CONDITION OF THE CONDOMINIUM PROPERTY AT ANY TIME. THE WAIVER IS ABSOLUTE AND UNCONDITIONAL, AND THIS RELEASE AND WAIVER APPLIES WHETHER OR NOT THE PURCHASER HAD KNOWLEDGE OF ANY POTENTIAL CAUSE OF ACTION FOR SUCH CLAIMS. THE WAIVER APPLIES TO CLAIMS UNDER ANY LEGAL THEORY OTHER THAN THE WARRANTY GIVEN BY DECLARANT IN A UNIT SALES AGREEMENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, NEGLIGENCE PER SE, NEGLIGENT OR INTENTIONAL MISREPRESENTATION, DEFECTIVE CONSTRUCTION, BREACH OF CONTRACT, UNLAWFUL TRADE PRACTICE, BREACH OF FIDUCIARY DUTY, STRICT LIABILITY, NUISANCE, TRESPASS OR ANY OTHER THEORY, WHETHER ARISING FROM STATUTE, CONTRACT, TORT OR OTHERWISE. THIS WAIVER INCLUDES, WITHOUT LIMITATION, CLAIMS RELATING TO CONSTRUCTION DEFECTS, WATER INTRUSION, MOLD, MILDEW, FUNGUS AND/OR ODORS IN THE UNIT OR COMMON ELEMENTS; PRODUCTS OR CONDITIONS IN THE UNIT OR COMMON ELEMENTS, INCLUDING FOR EXAMPLE CARBON MONOXIDE, RADON OR CARPET GLUE; NOISE OR SOUND TRANSMISSION; LOSS OF USE; EMOTIONAL DISTRESS; INCIDENTAL OR CONSEQUENTIAL DAMAGES; ATTORNEY FEES AND COSTS; OR RELOCATION EXPENSES (TEMPORARY OR OTHERWISE). IT IS ACKNOWLEDGED THAT DECLARANT WOULD HAVE REQUIRED A SIGNIFICANTLY HIGHER PURCHASE PRICE FOR THE UNITS IF THE PURCHASER REFUSED TO PROVIDE THIS RELEASE AND WAIVER. THIS SECTION 26.1 SERVES AS NOTICE OF RECORD THAT THE RELEASE AND WAIVER SHALL BE BINDING UPON SUCH PURCHASERS, ALL SUCCESSOR OWNERS OR OCCUPANTS OF

THE UNIT, THE ASSOCIATION, AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, PROPERTY MANAGERS, BROKERS, HEIRS, SUCCESSORS, ASSIGNS, GUESTS AND INVITEES. CLAIMS OF THE ASSOCIATION ARE DERIVATIVE OF CLAIMS OF UNIT OWNERS AND THE ASSOCIATION SHALL BE BOUND BY THE WAIVER. THE WAIVER ACTS AS A COMPLETE BAR AND DEFENSE AGAINST ANY RELEASED OR WAIVED CLAIM.

26.2 TIME LIMITATION ON ACTIONS. THE FOREGOING RELEASES AND WAIVERS OF CLAIMS ARE INTENDED TO BE COMPREHENSIVE AND FINAL. TO THE EXTENT IT IS DETERMINED THAT ANY CLAIMS AGAINST ANY DECLARANT PARTY, UNDER ANY LEGAL THEORY, SURVIVE THE FOREGOING RELEASE AND WAIVER FOR ANY REASON, SUCH CLAIM MUST BE BROUGHT ON OR BEFORE THE EARLIER OF (A) THE EXPIRATION OF THE APPLICABLE STATUTE OF LIMITATIONS, OR (B) WITHIN 60 DAYS AFTER THE DATE PURCHASER, PURCHASER'S SUCCESSORS OR THE ASSOCIATION KNEW OR REASONABLY SHOULD HAVE KNOWN OF FACTS SUFFICIENT TO PUT IT ON NOTICE OF THE CLAIM, OR (C) WITH RESPECT TO THE UNIT AND RELATED LIMITED COMMON ELEMENTS, BY NO LATER THAN THE FIRST ANNIVERSARY OF THE CLOSING DATE OF THE SALE OF THE APPLICABLE UNIT FROM DECLARANT TO THE INITIAL PURCHASER OR, (D) WITH RESPECT TO THE GENERAL COMMON ELEMENTS, ON THE LATER TO OCCUR OF (I) THE FIRST ANNIVERSARY OF THE DATE OF THE FIRST CONVEYANCE OF A UNIT IN THE CONDOMINIUM TO A UNIT OWNER OTHER THAN DECLARANT OR (II) THE FIRST ANNIVERSARY OF THE DATE OF COMPLETION OF CONSTRUCTION OR RENOVATION OF THE GENERAL COMMON ELEMENT IN QUESTION. ANY AND ALL SUCH CLAIMS NOT BROUGHT WITHIN THIS TIME PERIOD WILL BE DEEMED TIME BARRED, REGARDLESS OF WHEN PURCHASER, PURCHASER'S SUCCESSORS OR THE ASSOCIATION ACTUALLY DISCOVERED THE ALLEGED BASIS FOR THE CLAIM. FOR PURPOSES OF THIS SECTION 26.2, A CLAIM IS "BROUGHT" WHEN ARBITRATION IS FORMALLY INITIATED OR A COMPLAINT IS FILED IN THE APPROPRIATE COURT AND SERVED PROMPTLY ON DECLARANT.

27. Special Declarant Rights. As more particularly provided in this Section, Declarant, for itself and any successor Declarant, has reserved the following special Declarant rights:

27.1 Completion of Improvements. Declarant and its agents, employees, and contractors shall have the right to complete improvements and otherwise perform work that is: (i) authorized by this Declaration; (ii) indicated on the Plans; (iii) authorized by building permits; (iv) provided for under any unit sales agreement between Declarant and a Unit purchaser; (v) necessary to satisfy any express or implied warranty obligation of Declarant; or (vi) otherwise authorized or required by law.

27.2 Sales Facilities of Declarant. Declarant and its agents, employees, and contractors shall be permitted to maintain during the period of sale of the Condominium upon such portion of the Property as Declarant may choose, such facilities as in the sole opinion of Declarant may be required, convenient, or incidental to the construction or sale of Units and

appurtenant interests, including but not limited to, a business office, storage area, signs, model units, sales office, construction office, and parking areas for all prospective purchasers of Declarant. The provisions of this Section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant in the exercise of its sole discretion; *provided*, that the maintenance and use of such facilities shall not unreasonably interfere with an Owner's use and enjoyment of the Unit and those portions of the Common Elements reasonably necessary to use and enjoy such Unit.

27.3 Termination of Declarant Rights. Except as otherwise provided in this Declaration, the special Declarant rights set forth in this Section 27 shall continue for so long as (i) Declarant is completing improvements which are within or may be added to this Condominium or (ii) Declarant owns any Units or any of the Additional Property; *provided*, that Declarant may voluntarily terminate any or all of such rights at any time by recording an amendment to this Declaration, which amendment specifies which right is thereby terminated.

27.4 Declarant's Easements. Declarant has a non-exclusive easement to, through, and over the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising special Declarant rights, whether arising under the Act or reserved in this Declaration.

27.5 Approval Rights. Declarant shall have the right to approve amendments proposed by the Owners to this Declaration, the Bylaws, the Plans, and the Rules and Regulations for so long as Declarant owns a Unit or for 10 years from the date of the Turnover Meeting, whichever is latest.

27.6 Right of Review. Upon reasonable advance notice to the Board, Declarant shall have the perpetual right to review all inspection and maintenance records of the Association, including, without limitation, changes to the suggested maintenance schedule prepared by Declarant, if any. In addition, upon request from Declarant, the Board shall provide Declarant at Declarant's cost copies of all inspection reports, proposed plans for alterations and copies of all warranty claims. As provided in Section 7.5 of the Bylaws, the Board shall provide Declarant with copies of submissions for alteration requests, advance notice of the Board's inspections of such alterations, and an opportunity for Declarant, its contractors or agents to accompany the Board's professional advisors on any such inspection.

28. 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.

28.1 Miscellaneous; No Impairment. The creation of this Condominium shall not be impaired and title to the Unit and Common Elements shall not be rendered unmarketable or otherwise affected by reason of any insignificant failure of this Declaration or the Plans or any amendment thereto to comply with the Act.

28.2 No Partition. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of interest in the Common Elements made without the Unit to which that interest is allocated is void.

28.3 No Waiver of Strict Performance. The failure of the Board in any one or more instances to insist upon the strict performance of this Declaration, or of the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition, or restriction, but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt by the Board of any assessment from an Owner, with knowledge of any such breach, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

28.4 Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Board pursuant to this Declaration and the Bylaws, neither the Association nor the Board nor Declarant shall be liable for: (i) any failure of any utility or other service to be obtained and paid for by the Board; (ii) injury or damage to person or property caused by the elements, or (iii) inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of common expense assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

28.5 Rule Against Perpetuities. The rule against perpetuities may not be applied to defeat any provisions of this Declaration or the Bylaws or Rules and Regulations.

28.6 Transfer of Declarant's Powers. Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges, and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges, and authority are in addition to those arising from Declarant's ownership of one or more Units).

28.7 Sound Transmission Disclosure. Where condominium units are built either above or below each other, or side by side, it is normal to experience some transmissions of sound between those units from music, heels on noncarpeted floors, water traveling in drains, cupboard doors, elevators, and similar causes. On occasion these sounds are heard in normal conditions with typical noise levels. Owners should expect some transmission of sound between units, common elements or from outside of the Condominium. Declarant makes no warranty regarding soundproofing of units and transmission of sounds between units, common elements or from outside of the Condominium shall not be considered a construction defect.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this FIRST day of September, 2006.

DECLARANT:

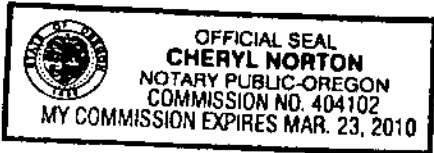
THE VAUX #549 LIMITED PARTNERSHIP, a
Texas limited partnership

By: THE VAUX 2004, INC., a Texas corporation
Its: general partner

By: [Signature]
Its: President

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on September 1, 2006, by ROBERT A. HINNEN, the PRESIDENT of The Vaux 2004, Inc., a Texas corporation, the general partner of The Vaux #549 Limited Partnership, a Texas limited partnership, on behalf of and as the act and deed of said limited partnership.



Cheryl Norton
Notary Public for Oregon
My commission expires: March 23, 2010

The foregoing Declaration is approved pursuant to ORS 100.110 this 3rd day of September, 2006, and in accordance with ORS 100.110(7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.

SCOTT W. TAYLOR
Real Estate Commissioner

By: [Signature]
Laurie Skillman

By: [Signature] September 20, 2006
County Assessor

County Tax Collector

EXHIBIT A

Property Description

A tract of land located in the southwest one-quarter of Section 28, Township 1 North, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, being Lots 1-8, Block 7, "Goldsmith's Addition to the City of Portland" and Lots 5-10, Block 313, "Couch's Addition to the City of Portland" and described as follows:

Beginning at the Initial Point, a 5/8-inch x 30-inch iron rod with a yellow, plastic cap inscribed "Otak Inc." set at the southwest corner of said Lot 8, Block 7, and bearing S.89°58'00"W., 721.18 feet from a 5/8" iron rod found at the southeast corner of Lot 12, Block 310, said "Couch's Addition to the City of Portland"; from said Initial Point thence N.89°58'00"E. along the south line of said Block 7 and the south line of said Block 313, a distance of 361.13 feet to the southeast corner of Lot 5, said Block 313; thence N.00°02'00"W. along the east line of Lots 5 and 6, said Block 313, a distance of 199.89 feet to the northeast corner of said Lot 6; thence S.89°58'00"W. along the north line of said Block 313 and the north line of said Block 7, a distance of 361.13 feet to the northwest corner of Lot 7, said Block 7; thence S.00°02'00"E. along the west line of said Block 7, a distance of 199.89 feet to the Initial Point.

EXHIBIT B

Area of Units and Allocation of Interest in Common Elements

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
Primary:		
A101	1,342	0.87%
A103	1,276	0.83%
A105	800	0.52%
A107	851	0.55%
A109	807	0.52%
A111	822	0.53%
A113	813	0.53%
A115	710	0.46%
A119	821	0.53%
A121	814	0.53%
A123	807	0.52%
A125	1,397	0.91%
A127	807	0.52%
A129	700	0.46%
A131	807	0.52%
A133	764	0.50%
A135	1,108	0.72%
A137	1,300	0.85%
A139	1,298	0.84%
A201	1,342	0.87%
A203	1,281	0.83%
A205	801	0.52%
A207	921	0.60%
A209	807	0.52%
A211	826	0.54%
A213	799	0.52%
A215	708	0.46%
A217	815	0.53%
A219	825	0.54%
A221	807	0.52%
A223	808	0.53%
A225	1,397	0.91%
A227	809	0.53%
A229	706	0.46%
A231	809	0.53%
A233	811	0.53%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
A235	1,108	0.72%
A237	1,305	0.85%
A239	1,298	0.84%
A301	1,342	0.87%
A303	1,281	0.83%
A305	801	0.52%
A307	921	0.60%
A309	807	0.52%
A311	826	0.54%
A313	799	0.52%
A315	708	0.46%
A317	815	0.53%
A319	825	0.54%
A321	807	0.52%
A323	808	0.53%
A325	1,397	0.91%
A327	809	0.53%
A329	706	0.46%
A331	809	0.53%
A333	811	0.53%
A335	1,108	0.72%
A337	1,305	0.85%
A339	1,298	0.84%
A401	1,711	1.11%
A403	1,933	1.26%
A405	1,530	1.00%
A407	1,658	1.08%
A409	1,530	1.00%
A411	757	0.49%
A413	1,973	1.28%
A415	1,181	0.77%
A417	1,391	0.90%
A419	1,187	0.77%
A421	969	0.63%
A423	1,682	1.09%
B100	1,349	0.88%
B102	1,259	0.82%
B104	798	0.52%
B106	855	0.56%
B108	810	0.53%
B110	823	0.54%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
B112	848	0.55%
B114	706	0.46%
B118	809	0.53%
B120	836	0.54%
B122	818	0.53%
B124	1,377	0.90%
B126	807	0.52%
B128	700	0.46%
B130	597	0.39%
B132	597	0.39%
B134	748	0.49%
B136	807	0.52%
B138	1,392	0.91%
B140	1,297	0.84%
B200	1,350	0.88%
B202	1,278	0.83%
B204	798	0.52%
B206	923	0.60%
B208	810	0.53%
B210	826	0.54%
B212	809	0.53%
B214	708	0.46%
B216	809	0.53%
B218	835	0.54%
B220	811	0.53%
B222	806	0.52%
B224	1,385	0.90%
B226	811	0.53%
B228	706	0.46%
B230	600	0.39%
B232	598	0.39%
B234	810	0.53%
B236	808	0.53%
B238	1,393	0.91%
B240	1,302	0.85%
B300	1,350	0.88%
B302	1,278	0.83%
B304	798	0.52%
B306	923	0.60%
B308	810	0.53%
B310	826	0.54%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
B312	809	0.53%
B314	708	0.46%
B316	809	0.53%
B318	835	0.54%
B320	811	0.53%
B322	806	0.52%
B324	1,385	0.90%
B326	811	0.53%
B328	706	0.46%
B330	600	0.39%
B332	598	0.39%
B334	810	0.53%
B336	808	0.53%
B338	1,393	0.91%
B340	1,302	0.85%
B400	1,710	1.11%
B402	1,934	1.26%
B404	1,521	0.99%
B406	1,653	1.08%
B408	1,528	0.99%
B410	763	0.50%
B412	1,974	1.28%
B414	1,188	0.77%
B416	1,395	0.91%
B418	1,185	0.77%
B420	2,894	1.88%
<i>Parking:</i>		
P101	169	0.01%
P102	153	0.01%
P103	151	0.01%
P104	142	0.01%
P105	145	0.01%
P106	142	0.01%
P107	142	0.01%
P108	142	0.01%
P109	142	0.01%
P110	145	0.01%
P111	160	0.01%
P112	153	0.01%
P113	151	0.01%
P114	142	0.01%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
P115	145	0.01%
P116	142	0.01%
P117	142	0.01%
P118	145	0.01%
P119	142	0.01%
P120	142	0.01%
P121	145	0.01%
P122	142	0.01%
P123	142	0.01%
P124	145	0.01%
P125	142	0.01%
P126	142	0.01%
P127	145	0.01%
P128	142	0.01%
P129	142	0.01%
P130	145	0.01%
P131	142	0.01%
P132	142	0.01%
P133	145	0.01%
P134	142	0.01%
P135	142	0.01%
P136	144	0.01%
P137	152	0.01%
P138	142	0.01%
P139	142	0.01%
P140	145	0.01%
P141	142	0.01%
P142	142	0.01%
P143	145	0.01%
P144	142	0.01%
P145	142	0.01%
P146	145	0.01%
P147	142	0.01%
P148	142	0.01%
P149	142	0.01%
P150	142	0.01%
P151	142	0.01%
P152	142	0.01%
P153	172	0.01%
P154	217	0.01%
P155	186	0.01%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
P156	163	0.01%
P157	165	0.01%
P158	162	0.01%
P159	163	0.01%
P160	165	0.01%
P161	162	0.01%
P162	163	0.01%
P163	165	0.01%
P164	163	0.01%
P165	163	0.01%
P166	165	0.01%
P167	154	0.01%
P168	143	0.01%
P169	141	0.01%
P170	141	0.01%
P171	143	0.01%
P172	141	0.01%
P173	141	0.01%
P174	143	0.01%
P175	141	0.01%
P176	141	0.01%
P177	143	0.01%
P178	141	0.01%
P179	141	0.01%
P180	143	0.01%
P181	141	0.01%
P182	141	0.01%
P183	162	0.01%
P184	162	0.01%
P185	168	0.01%
P186	168	0.01%
P187	159	0.01%
P188	153	0.01%
P189	151	0.01%
P190	151	0.01%
P191	153	0.01%
P192	151	0.01%
P193	151	0.01%
P194	144	0.01%
P195	152	0.01%
P196	152	0.01%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
P197	144	0.01%
P198	151	0.01%
P199	151	0.01%
P200	153	0.01%
P201	151	0.01%
P202	151	0.01%
P203	153	0.01%
P204	133	0.01%
P205	151	0.01%
P206	153	0.01%
P207	151	0.01%
P208	151	0.01%
P209	153	0.01%
P210	151	0.01%
P211	151	0.01%
P212	153	0.01%
P213	151	0.01%
P214	151	0.01%
P215	144	0.01%
P216	152	0.01%
P217	152	0.01%
P218	144	0.01%
P219	151	0.01%
P220	151	0.01%
P221	153	0.01%
P222	151	0.01%
P223	151	0.01%
P224	153	0.01%
P225	151	0.01%
P226	140	0.01%
P227	162	0.01%
P228	153	0.01%
P229	151	0.01%
P230	153	0.01%
P231	151	0.01%
P232	162	0.01%
P233	134	0.01%
P234	134	0.01%
P235	136	0.01%
P236	134	0.01%
P237	134	0.01%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
P238	136	0.01%
P239	134	0.01%
P240	151	0.01%
P241	153	0.01%
P242	151	0.01%
P243	151	0.01%
P244	144	0.01%
P245	154	0.01%
P246	152	0.01%
P247	141	0.01%
P248	162	0.01%
P249	171	0.01%
P250	152	0.01%
P251	153	0.01%
P252	152	0.01%
P253	175	0.01%
P254	162	0.01%
P255	162	0.01%
P256	128	0.01%
P257	162	0.01%
P258	153	0.01%
P259	153	0.01%
P260	144	0.01%
P261	151	0.01%
P262	151	0.01%
P263	153	0.01%
P264	151	0.01%
P265	136	0.01%
P266	136	0.01%
P267	134	0.01%
P268	134	0.01%
P269	136	0.01%
P270	134	0.01%
P271	134	0.01%
P272	136	0.01%
P273	134	0.01%
P274	134	0.01%
P275	134	0.01%
Storage:		
S1	25	0.01%
S2	25	0.01%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
S3	25	0.01%
S4	25	0.01%
S5	25	0.01%
S6	25	0.01%
S7	25	0.01%
S8	25	0.01%
S9	25	0.01%
S10	25	0.01%
S11	25	0.01%
S12	25	0.01%
S13	25	0.01%
S14	25	0.01%
S15	25	0.01%
S16	25	0.01%
S17	25	0.01%
S18	25	0.01%
S19	25	0.01%
S20	25	0.01%
S21	25	0.01%
S22	25	0.01%
S23	25	0.01%
S24	25	0.01%
S25	25	0.01%
S26	25	0.01%
S27	25	0.01%
S28	25	0.01%
S29	25	0.01%
S30	25	0.01%
S31	25	0.01%
S32	25	0.01%
S33	25	0.01%
S34	25	0.01%
S35	25	0.01%
S36	25	0.01%
S37	25	0.01%
S38	25	0.01%
S39	25	0.01%
S40	25	0.01%
S41	25	0.01%
S42	25	0.01%
S-S1-1A	15	0.01%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
S-S1-1B	15	0.01%
S-S1-2A	15	0.01%
S-S1-2B	15	0.01%
S-S1-3A	15	0.01%
S-S1-3B	15	0.01%
S-S1-4A	15	0.01%
S-S1-4B	15	0.01%
S-S1-5A	18	0.01%
S-S1-5B	18	0.01%
S-S1-6A	15	0.01%
S-S1-6B	15	0.01%
S-S1-7A	15	0.01%
S-S1-7B	15	0.01%
S-S1-8A	18	0.01%
S-S1-8B	18	0.01%
S-S1-9A	15	0.01%
S-S1-9B	15	0.01%
S-S1-10A	15	0.01%
S-S1-10B	15	0.01%
S-S1-11A	15	0.01%
S-S1-11B	15	0.01%
S-S1-12A	15	0.01%
S-S1-12B	15	0.01%
S-S2-1A	15	0.01%
S-S2-1B	15	0.01%
S-S2-2A	15	0.01%
S-S2-2B	15	0.01%
S-S2-3A	15	0.01%
S-S2-3B	15	0.01%
S-S2-4A	15	0.01%
S-S2-4B	15	0.01%
S-S2-5A	18	0.01%
S-S2-5B	18	0.01%
S-S2-6A	15	0.01%
S-S2-6B	15	0.01%
S-S2-7A	15	0.01%
S-S2-7B	15	0.01%
S-S2-8A	18	0.01%
S-S2-8B	18	0.01%
S-S2-9A	15	0.01%
S-S2-9B	15	0.01%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
S-S2-10A	15	0.01%
S-S2-10B	15	0.01%
S-S2-11A	15	0.01%
S-S2-11B	15	0.01%
S-S2-12A	15	0.01%
S-S2-12B	15	0.01%
S-S3-1A	15	0.01%
S-S3-1B	15	0.01%
S-S3-2A	15	0.01%
S-S3-2B	15	0.01%
S-S3-3A	15	0.01%
S-S3-3B	15	0.01%
S-S3-4A	15	0.01%
S-S3-4B	15	0.01%
S-S3-5A	18	0.01%
S-S3-5B	18	0.01%
S-S3-6A	15	0.01%
S-S3-6B	15	0.01%
S-S3-7A	15	0.01%
S-S3-7B	15	0.01%
S-S3-8A	18	0.01%
S-S3-8B	18	0.01%
S-S3-9A	15	0.01%
S-S3-9B	15	0.01%
S-S3-10A	15	0.01%
S-S3-10B	15	0.01%
S-S3-11A	15	0.01%
S-S3-11B	15	0.01%
S-S3-12A	15	0.01%
S-S3-12B	15	0.01%
S-N1-1A	15	0.01%
S-N1-1B	15	0.01%
S-N1-2A	15	0.01%
S-N1-2B	15	0.01%
S-N1-3A	15	0.01%
S-N1-3B	15	0.01%
S-N1-4A	15	0.01%
S-N1-4B	15	0.01%
S-N1-5A	18	0.01%
S-N1-5B	18	0.01%
S-N1-6A	15	0.01%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
S-N1-6B	15	0.01%
S-N1-7A	15	0.01%
S-N1-7B	15	0.01%
S-N1-8A	18	0.01%
S-N1-8B	18	0.01%
S-N1-9A	15	0.01%
S-N1-9B	15	0.01%
S-N1-10A	15	0.01%
S-N1-10B	15	0.01%
S-N1-11A	15	0.01%
S-N1-11B	15	0.01%
S-N1-12A	15	0.01%
S-N1-12B	15	0.01%
S-N2-1A	15	0.01%
S-N2-1B	15	0.01%
S-N2-2A	15	0.01%
S-N2-2B	15	0.01%
S-N2-3A	15	0.01%
S-N2-3B	15	0.01%
S-N2-4A	15	0.01%
S-N2-4B	15	0.01%
S-N2-5A	18	0.01%
S-N2-5B	18	0.01%
S-N2-6A	15	0.01%
S-N2-6B	15	0.01%
S-N2-7A	15	0.01%
S-N2-7B	15	0.01%
S-N2-8A	18	0.01%
S-N2-8B	18	0.01%
S-N2-9A	15	0.01%
S-N2-9B	15	0.01%
S-N2-10A	15	0.01%
S-N2-10B	15	0.01%
S-N2-11A	15	0.01%
S-N2-11B	15	0.01%
S-N2-12A	15	0.01%
S-N2-12B	15	0.01%
S-N3-1A	15	0.01%
S-N3-1B	15	0.01%
S-N3-2A	15	0.01%
S-N3-2B	15	0.01%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
S-N3-3A	15	0.01%
S-N3-3B	15	0.01%
S-N3-4A	15	0.01%
S-N3-4B	15	0.01%
S-N3-5A	18	0.01%
S-N3-5B	18	0.01%
S-N3-6A	15	0.01%
S-N3-6B	15	0.01%
S-N3-7A	15	0.01%
S-N3-7B	15	0.01%
S-N3-8A	18	0.01%
S-N3-8B	18	0.01%
S-N3-9A	15	0.01%
S-N3-9B	15	0.01%
S-N3-10A	15	0.01%
S-N3-10B	15	0.01%
S-N3-11A	15	0.01%
S-N3-11B	15	0.01%
S-N3-12A	15	0.01%
S-N3-12B	15	0.01%
S-S4-1A	15	0.01%
S-S4-1B	15	0.01%
S-S4-2A	15	0.01%
S-S4-2B	15	0.01%
S-S4-3A	15	0.01%
S-S4-3B	15	0.01%
S-S4-4A	15	0.01%
S-S4-4B	15	0.01%
S-S4-5A	15	0.01%
S-S4-5B	15	0.01%
S-S4-6A	15	0.01%
S-S4-6B	15	0.01%
S-N4-1A	15	0.01%
S-N4-1B	15	0.01%
S-N4-2A	15	0.01%
S-N4-2B	15	0.01%
S-N4-3A	15	0.01%
S-N4-3B	15	0.01%
S-N4-4A	15	0.01%
S-N4-4B	15	0.01%
S-N4-5A	18	0.01%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
S-N4-5B	18	0.01%
S-N4-6A	15	0.01%
S-N4-6B	15	<u>0.01%</u>
Total:		100.00%

EXHIBIT C

Allocation of Common Expenses and Common Profits

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
A101	1,342	0.91%
A103	1,276	0.86%
A105	800	0.54%
A107	851	0.58%
A109	807	0.55%
A111	822	0.56%
A113	813	0.55%
A115	710	0.48%
A119	821	0.56%
A121	814	0.55%
A123	807	0.55%
A125	1,397	0.94%
A127	807	0.55%
A129	700	0.47%
A131	807	0.55%
A133	764	0.52%
A135	1,108	0.75%
A137	1,300	0.88%
A139	1,298	0.88%
A201	1,342	0.91%
A203	1,281	0.87%
A205	801	0.54%
A207	921	0.62%
A209	807	0.55%
A211	826	0.56%
A213	799	0.54%
A215	708	0.48%
A217	815	0.55%
A219	825	0.56%
A221	807	0.55%
A223	808	0.55%
A225	1,397	0.94%
A227	809	0.55%
A229	706	0.48%
A231	809	0.55%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
A233	811	0.55%
A235	1,108	0.75%
A237	1,305	0.88%
A239	1,298	0.88%
A301	1,342	0.91%
A303	1,281	0.87%
A305	801	0.54%
A307	921	0.62%
A309	807	0.55%
A311	826	0.56%
A313	799	0.54%
A315	708	0.48%
A317	815	0.55%
A319	825	0.56%
A321	807	0.55%
A323	808	0.55%
A325	1,397	0.94%
A327	809	0.55%
A329	706	0.48%
A331	809	0.55%
A333	811	0.55%
A335	1,108	0.75%
A337	1,305	0.88%
A339	1,298	0.88%
A401	1,711	1.16%
A403	1,933	1.31%
A405	1,530	1.03%
A407	1,658	1.12%
A409	1,530	1.03%
A411	757	0.51%
A413	1,973	1.33%
A415	1,181	0.80%
A417	1,391	0.94%
A419	1,187	0.80%
A421	969	0.66%
A423	1,682	1.14%
B100	1,349	0.91%
B102	1,259	0.85%
B104	798	0.54%
B106	855	0.58%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
B108	810	0.55%
B110	823	0.56%
B112	848	0.57%
B114	706	0.48%
B118	809	0.55%
B120	836	0.57%
B122	818	0.55%
B124	1,377	0.93%
B126	807	0.55%
B128	700	0.47%
B130	597	0.40%
B132	597	0.40%
B134	748	0.51%
B136	807	0.55%
B138	1,392	0.94%
B140	1,297	0.88%
B200	1,350	0.91%
B202	1,278	0.86%
B204	798	0.54%
B206	923	0.62%
B208	810	0.55%
B210	826	0.56%
B212	809	0.55%
B214	708	0.48%
B216	809	0.55%
B218	835	0.56%
B220	811	0.55%
B222	806	0.55%
B224	1,385	0.94%
B226	811	0.55%
B228	706	0.48%
B230	600	0.41%
B232	598	0.40%
B234	810	0.55%
B236	808	0.55%
B238	1,393	0.94%
B240	1,302	0.88%
B300	1,350	0.91%
B302	1,278	0.86%
B304	798	0.54%

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Allocation</u>
B306	923	0.62%
B308	810	0.55%
B310	826	0.56%
B312	809	0.55%
B314	708	0.48%
B316	809	0.55%
B318	835	0.56%
B320	811	0.55%
B322	806	0.55%
B324	1,385	0.94%
B326	811	0.55%
B328	706	0.48%
B330	600	0.41%
B332	598	0.40%
B334	810	0.55%
B336	808	0.55%
B338	1,393	0.94%
B340	1,302	0.88%
B400	1,710	1.16%
B402	1,934	1.31%
B404	1,521	1.03%
B406	1,653	1.12%
B408	1,528	1.03%
B410	763	0.52%
B412	1,974	1.34%
B414	1,188	0.80%
B416	1,395	0.94%
B418	1,185	0.80%
B420	2,894	<u>1.96%</u>
Total:		100.00%

BYLAWS
OF
THE VAUX CONDOMINIUMS OWNERS' ASSOCIATION

1. GENERAL PROVISIONS.

1.1 Identity. The Vaux Condominiums Owners' Association, a nonprofit corporation organized under the laws of the State of Oregon, the Articles of Incorporation of which were filed in the Office of the Oregon Corporation Commissioner on the ____ day of _____, 2006 (the "Association"), has been organized for the purpose of administering the operation and management of The Vaux Condominiums (the "Condominium"), in accordance with the terms of these Bylaws. The Condominium was established by The Vaux #549 Limited Partnership, a Texas limited partnership (the "Declarant"), in accordance with the provisions of ORS Chapter 100 (the "Act"). The Condominium is located upon property in Multnomah County, Oregon, as more particularly described in the Declaration of Condominium Ownership for The Vaux Condominiums (the "Declaration"), which is being recorded simultaneously herewith in the records of Multnomah County, Oregon.

1.2 Bylaws Subject to Other Documents. The provisions of these Bylaws are applicable to the Condominium and are expressly subject to the terms, provisions, and conditions contained in the Articles of Incorporation of the Association (the "Articles") and in the Declaration.

1.3 Defined Terms. All defined terms used in these Bylaws and not specifically defined herein shall have the meaning given such terms in the Declaration.

1.4 Applicability. All Owners; tenants and occupants of any Unit; and their respective agents, servants, invitees, licensees, and employees that use the Condominium, or any part thereof, are subject to these Bylaws, and all rules and regulations thereunder as promulgated from time to time.

1.5 Office. The office of the Association shall be at 2350 NW Savier Street, Portland, Oregon 97210, or at any other place within Portland, Oregon designated by the Association.

2. MEETINGS OF OWNERS.

2.1 Administrative Control. Notwithstanding any other provisions of these Bylaws, until the Turnover Meeting, the Declarant shall have the powers and authorities reserved to the Declarant in Section 19 of the Declaration.

2.2 Transitional Committee. Unless the Turnover Meeting has been held, the Declarant shall call a meeting of the Owners within 60 days after the conveyance to persons other than the Declarant of 50 percent of all 529 Units. Notice of the meeting shall be given as provided in Section 2.7 to each Owner at least 10 but not more than 50 days prior to the meeting. The notice shall state the purpose, time, and place of the meeting. If the meeting is not called by the Declarant within the time specified, the meeting may be called and notice given by any Owner. If at the meeting the Owners other than the Declarant fail to select a transitional

EXHIBIT D

Bylaws of The Vaux Condominiums Owners' Association

**BYLAWS
OF
THE VAUX CONDOMINIUMS OWNERS' ASSOCIATION**

\\ODMA\PCDOCS\PORTLAND\453646\9

TABLE OF CONTENTS

	<u>Page</u>
1. GENERAL PROVISIONS.....	1
1.1 Identity.....	1
1.2 Bylaws Subject to Other Documents.....	1
1.3 Defined Terms.....	1
1.4 Applicability.....	1
1.5 Office.....	1
2. MEETINGS OF OWNERS.....	1
2.1 Administrative Control.....	1
2.2 Transitional Committee.....	1
2.3 Turnover Meeting.....	2
2.4 Annual Meetings.....	2
2.5 Place of Meetings.....	2
2.6 Special Meetings.....	2
2.7 Notice.....	3
2.8 Voting.....	3
2.9 Proxies.....	5
2.10 Fiduciary, Corporate and Joint Owners.....	5
2.11 Quorum.....	5
2.12 Binding Vote.....	5
2.13 Order of Business.....	5
2.14 Rules of Order.....	7
3. BOARD OF DIRECTORS.....	7
3.1 Number, Term and Qualification.....	7
3.2 Powers and Duties.....	7
3.3 Limitation.....	10
3.4 Organizational Meeting.....	10
3.5 Regular and Special Meetings.....	10
3.6 Waiver of Notice.....	11
3.7 Quorum.....	11
3.8 Removal.....	11
3.9 Resignation.....	11
3.10 Vacancies.....	12
3.11 Compensation.....	12
3.12 Liability and Indemnification of Directors, Officers, Manager or Managing Agent.....	12
3.13 Insurance.....	12
3.14 Special Committees.....	12
4. OFFICERS.....	12
4.1 Designation.....	12
4.2 Election.....	13
4.3 Removal.....	13

4.4	Chairperson.....	13
4.5	Vice Chairperson.....	13
4.6	Secretary.....	13
4.7	Treasurer.....	13
4.8	Execution of Instruments.....	13
4.9	Compensation of Officers.....	14
5.	BUDGET, EXPENSES AND ASSESSMENTS.....	14
5.1	Budget.....	14
5.2	Reserve Fund for Replacing Common Elements.....	14
5.3	Determination of Common Expenses.....	15
5.4	Assessment of Common Expenses.....	17
5.5	Special Assessments.....	17
5.6	Violation by Owners; Remedies.....	19
5.7	Liability of Owners.....	19
5.8	No Waiver.....	19
5.9	Receiver.....	20
6.	RECORDS AND AUDITS.....	20
6.1	General Records.....	20
6.2	Records of Receipts and Expenditures.....	20
6.3	Assessment Roll.....	20
6.4	Payment of Vouchers.....	20
6.5	Reports and Audits.....	21
6.6	Notice of Sale, Mortgage, Rental or Lease.....	21
6.7	Statement of Assessments.....	21
7.	OCCUPATION AND USE.....	21
7.1	Rental.....	21
7.2	Residential Use.....	22
7.3	Insurance Risk.....	23
7.4	Compliance.....	23
7.5	Alterations.....	23
7.6	Occupants of Corporate Unit.....	24
7.7	Non-Interference.....	24
7.8	Nuisances.....	24
7.9	Unlawful or Improper Activities.....	24
7.10	Contested Legal Requirements.....	25
7.11	Improper Discharge.....	25
7.12	Limitation on Storage Areas.....	25
7.13	Vehicle Parking Restrictions.....	25
7.14	Tradesmen.....	26
7.15	Animals.....	26
7.16	Signs and Displays.....	26
7.17	Trash.....	26
7.18	Grills and Barbeques; Turkey Fryers.....	26
7.19	Auctions or Open House.....	26
7.20	Overloading.....	26

7.21	Hot Tubs.....	27
7.22	Courtyard.....	27
7.23	Utilities and Antennae.....	27
7.24	Smoking Restriction.....	27
7.25	Roof Access.....	27
7.26	Association Rules and Regulations.....	27
7.27	Activities of Declarant.....	28
8.	MAINTENANCE OF CONDOMINIUM PROPERTY; CONDEMNATION.....	28
8.1	Maintenance and Repair.....	28
8.2	Failure to Follow Maintenance Plan.....	29
8.3	Additions, Alterations, or Improvements.....	29
9.	INSURANCE.....	30
9.1	Types.....	30
9.2	Mandatory Policy Provisions.....	31
9.3	Discretionary Provisions.....	32
9.4	Additional Requirements.....	33
9.5	By the Owner.....	34
9.6	Fannie Mae and GNMA Requirements.....	34
10.	AMENDMENTS TO BYLAWS.....	35
10.1	How Proposed.....	35
10.2	Adoption.....	35
10.3	Execution and Recording.....	35
10.4	Rights of Declarant.....	35
11.	LITIGATION.....	35
11.1	By Less than All Owners.....	36
11.2	Complaints Against.....	36
11.3	Mediation.....	36
11.4	Limitations on Actions.....	36
11.5	No Attorneys' Fees.....	36
11.6	Suits Against Declarant.....	37
11.7	Initial Dispute Resolution Procedures.....	37
12.	MISCELLANEOUS.....	37
12.1	Notices.....	37
12.2	Waiver.....	37
12.3	Invalidity; Number; Captions.....	37
12.4	Action Without a Meeting.....	37
12.5	Conflicts.....	38
12.6	Liability Survives Termination.....	38
12.7	Indexing.....	38
12.8	Declarant as Owner.....	38

BYLAWS
OF
THE VAUX CONDOMINIUMS OWNERS' ASSOCIATION

1. GENERAL PROVISIONS.

1.1 Identity. The Vaux Condominiums Owners' Association, a nonprofit corporation organized under the laws of the State of Oregon, the Articles of Incorporation of which were filed in the Office of the Oregon Corporation Commissioner on the ____ day of _____, 2006 (the "Association"), has been organized for the purpose of administering the operation and management of The Vaux Condominiums (the "Condominium"), in accordance with the terms of these Bylaws. The Condominium was established by The Vaux #549 Limited Partnership, a Texas limited partnership (the "Declarant"), in accordance with the provisions of ORS Chapter 100 (the "Act"). The Condominium is located upon property in Multnomah County, Oregon, as more particularly described in the Declaration of Condominium Ownership for The Vaux Condominiums (the "Declaration"), which is being recorded simultaneously herewith in the records of Multnomah County, Oregon.

1.2 Bylaws Subject to Other Documents. The provisions of these Bylaws are applicable to the Condominium and are expressly subject to the terms, provisions, and conditions contained in the Articles of Incorporation of the Association (the "Articles") and in the Declaration.

1.3 Defined Terms. All defined terms used in these Bylaws and not specifically defined herein shall have the meaning given such terms in the Declaration.

1.4 Applicability. All Owners; tenants and occupants of any Unit; and their respective agents, servants, invitees, licensees, and employees that use the Condominium, or any part thereof, are subject to these Bylaws, and all rules and regulations thereunder as promulgated from time to time.

1.5 Office. The office of the Association shall be at 2350 NW Savier Street, Portland, Oregon 97210, or at any other place within Portland, Oregon designated by the Association.

2. MEETINGS OF OWNERS.

2.1 Administrative Control. Notwithstanding any other provisions of these Bylaws, until the Turnover Meeting, the Declarant shall have the powers and authorities reserved to the Declarant in Section 19 of the Declaration.

2.2 Transitional Committee. Unless the Turnover Meeting has been held, the Declarant shall call a meeting of the Owners within 60 days after the conveyance to persons other than the Declarant of 50 percent of all 529 Units. Notice of the meeting shall be given as provided in Section 2.7 to each Owner at least 10 but not more than 50 days prior to the meeting. The notice shall state the purpose, time, and place of the meeting. If the meeting is not called by the Declarant within the time specified, the meeting may be called and notice given by any Owner. If at the meeting the Owners other than the Declarant fail to select a transitional

committee (the "Transitional Committee"), the Declarant shall have no further responsibility to form such a committee. The Transitional Committee shall be advisory only and shall consist of two or more members selected by Owners other than the Declarant and shall not include more than one representative of the Declarant. The members of the Transitional Committee shall serve until the Turnover Meeting. The Transitional Committee shall function to ease the transition from control of the administration of the Association by the Declarant to control by the Owners. The Transitional Committee shall have access to the information, documents, and records that the Declarant must turn over to the Owners pursuant to Section 2.3.

2.3 Turnover Meeting. The Turnover Meeting, which shall constitute the initial meeting of the Association, shall be called by the Declarant within 90 days of the expiration of the period of Declarant's administrative control described in Section 19 of the Declaration. The Declarant shall give notice (as provided in Section 2.7) of the Turnover Meeting to each Owner at least 10 but not more than 50 days prior to the meeting. The notice shall state the purpose, time, and place of the meeting. If the meeting is not called by the Declarant, the meeting may be called and notice given by any Owner or by any first Mortgagee of a Unit. At the Turnover Meeting, the Declarant shall relinquish control of the administration of the Association to the Owners and the latter shall assume control; the Owners shall elect a board of directors as set forth in these Bylaws; and the Declarant shall deliver to the Association the items specified in Section 100.210(5) of the Act. During the three-month period following the Turnover Meeting, the Declarant or an informed representative thereof shall be available to meet with the Board on at least three mutually acceptable dates to review the documents delivered pursuant to Section 100.210(5)(3) of the Act. If the Declarant has complied with the terms of Section 100.210 of the Act, then, unless the Declarant otherwise has sufficient voting rights as an Owner to control the Association, the Declarant shall not be responsible for the failure of the Owners to comply with the provisions of Section 100.210(4) of the Act, and the Declarant shall be relieved of any further responsibility for the administration of the Association except as an Owner for any unsold Unit.

2.4 Annual Meetings. In the twelfth month following the month in which the Turnover Meeting is held, the first annual meeting of Owners shall be held. At such meeting, the five (5) incumbent directors of the Association (any director of the Association, a "Director") elected at the Turnover Meeting shall resign and five (5) directors (who may have previously served as Directors) shall be elected by the Owners in accordance with these Bylaws. Thereafter, annual meetings shall be held in the same month as the initial annual meeting or in the month following, at such hour and on such date as the Chairperson of the Board of Directors (the "Chairperson") may designate or, if the Chairperson fails to designate such date by the last day of the first month in which the meeting may be held, the meeting shall be held on the second Wednesday of the second month in which the meeting may be held, unless such date shall be a legal holiday, in which event the meeting shall be held on the next succeeding business day. At such meetings, the Owners shall elect Directors to fill vacancies or to succeed retiring Directors as provided in Article 3 of these Bylaws and shall also transact such other business of the Association as may properly come before the meeting.

2.5 Place of Meetings. Meetings of the Owners shall be held at the principal office of the Association or at such other suitable and convenient place within the City of Portland, Oregon, as may be designated by the Board.

2.6 Special Meetings. It shall be the duty of the Chairperson to call a special meeting of the Association if so directed by resolution of the Board or upon a petition signed and presented to the secretary of the Association (the "Secretary") by the Owners of not less than 35

percent of the Primary Units stating the purpose of the meeting. The notice of any special meeting shall state the purpose, time, and place of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

2.7 Notice. The Chairperson or Secretary shall give written notice of each meeting of the Association, at least 10 days but not more than 50 days prior to the date set for such meeting, stating the purpose, time, and place of the meeting and the items on the agenda (including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes or proposal to remove a director or officer of the Association), to each Owner of record (and to any first Mortgagee of record requesting such notice), at the address of such Owner as listed on the books of the Association, or at such other address as such Owner shall have designated by notice in writing to the Chairperson or Secretary at least 10 days prior to the giving of such notice by the Chairperson or Secretary. The giving of a notice in the manner provided in these Bylaws shall be considered notice properly served. Proof of the giving of such notice, whether by mail or personal delivery, shall be given by the affidavit of the person giving the notice. Notice of a meeting may be waived by any Owner before or after a meeting. For a period of 10 years following recording of the Declaration, notices of meetings shall also be given to Declarant in the same manner as given to Owners, and Declarant or a representative of Declarant shall be entitled to attend such 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.

2.8 Voting.

2.8.1 The total number of votes of all Owners shall be 144, which is equal to the total number of Primary Units in the Condominium, allocated as described in Section 8 of the Declaration, and each Owner or group of Owners shall be entitled, subject to the provisions of Section 19 of the Declaration (which grants Declarant five (5) times the votes for each Primary Unit owned by it until Declarant sells 75% of the Units or three (3) years from the date of the first Unit closing) and to Section 3.1 of these Bylaws regarding the election of Directors, to a number of votes equal to the number of votes allocated to the Primary Units owned by such Owner or group of Owners. No voting rights shall be allocated to Parking Units or Storage Units. The Declarant shall be entitled to vote as the Owner of any Primary Units retained by the Declarant, and the Board shall be entitled to vote on behalf of any Primary Unit that has been acquired by or on behalf of the Association; provided, however, that the Board shall not be entitled to vote such Primary Units in any election of Directors.

2.8.2 If an Owner is in default under a first Mortgage on its Unit for 60 consecutive days or more and the Mortgage instrument signed by the Owner provides for such a pledge upon default, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

2.8.3 If an Owner is in default for payment of assessments or other charges under these Bylaws, the Declaration or the Rules and Regulations for 60 consecutive days or more, the Owner's voting rights shall be suspended until such delinquencies are paid in full, including any interest, penalties or late charges due for such delinquency.

2.9 Proxies. A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents such Owner at meetings of the Association shall be in writing, signed by such Owner, may be given to any person or persons of legal age, 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 a Primary Unit by its Owner. An Owner may revoke such Owner's proxy only as provided in ORS 100.427. An Owner may pledge or assign such Owner's voting rights to a Mortgagee. In such case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the Owner is entitled hereunder and to exercise the Owner's voting rights from and after the date 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.

2.10 Fiduciary, Corporate and Joint Owners. An executor, administrator, conservator, guardian or trustee may vote, in person or by proxy, at any meeting of the Owners with respect to any Primary Unit owned or held by him or her in such capacity, whether or not the same shall have been transferred to his or her name; provided, however, that he shall satisfy the Secretary that he is the executor, administrator, conservator, guardian or trustee holding such Unit in such capacity. Any person voting on behalf of a Primary Unit owned by a corporation or other entity shall provide the Secretary with written evidence, satisfactory to the Secretary, that such person is the duly constituted representative thereof. Unless a valid court order establishes the authority of a co-Owner to vote, whenever any Primary 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 of the Owners then present, in the absence of protest by a co-Owner. 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 the matter voted upon.

2.11 Quorum. At any meeting of the Association other than the Turnover Meeting, the presence, in person or by proxy, of a number of Owners holding 34 percent or more of the voting power of the Association shall constitute a quorum. For purposes of the Turnover Meeting, the number of Owners in attendance shall be deemed a quorum. The subsequent joinder of an Owner in the action taken at a meeting, evidenced by that Owner 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 an Owner or Owners. If any meeting of the Association cannot be organized because of lack of a quorum, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.12 Binding Vote. The vote of more than 50 percent of the voting power present (whether in person or by proxy) at a meeting at which a quorum is constituted shall be binding upon all Owners for all purposes except where a higher percentage vote is required by law, the Declaration or these Bylaws.

2.13 Order of Business. The order of business at an annual meeting of the Association shall be:

2.13.1 Calling of the roll and certifying of proxies;

2.13.2 Proof of notice of meeting or waiver of notice;

- 2.13.3 Reading of minutes of preceding meeting;
- 2.13.4 Reports of officers;
- 2.13.5 Reports of committees, if any;
- 2.13.6 Election of directors;
- 2.13.7 Unfinished business;
- 2.13.8 New business; and
- 2.13.9 Adjournment.

2.14 Rules of Order. Unless other rules of order are adopted by resolution of the Association or the Board of Directors, all meetings of the Association shall be conducted according to the latest edition of *Roberts' Rules of Order* published by Robert's Rules Association.

3. BOARD OF DIRECTORS.

3.1 Number, Term and Qualification. The affairs of the Association shall be governed by the Board of Directors, which shall consist of from one (1) to three (3) persons prior to the Turnover Meeting and five (5) persons after the Turnover Meeting. Until the Turnover Meeting (as provided for in Section 2.3 of these Bylaws) shall have been held, the Board of Directors shall consist of the Director or Directors named in the Articles of Incorporation of the Association, subject to the appointment and removal powers of the Declarant described in Section 19 of the Declaration. At the Turnover Meeting, five (5) Directors shall be elected by the Owners to serve until the first annual meeting of the Association. At the first annual meeting of the Association, three Directors shall be elected by the Owners to serve for a term of two (2) years and two Directors shall be elected by the Owners to serve for a term of one (1) year. Election by the Owners shall be by plurality. At the expiration of the initial term of office of each Director elected at the first annual meeting of the Association, his or her successor shall be elected as provided in this Section 3.1 to serve for a term of two (2) years. The Directors shall hold office for the term herein fixed and until their successors have been qualified and elected. There shall be no limit on the number of successive terms a Director may serve on the Board of Directors, if elected as herein provided. After the Turnover Meeting, all Directors shall be Owners and no Director shall continue to serve on the Board of Directors after he or she ceases to be an Owner. For purposes of this Section 3.1, the officers of any corporation, the trustee of any trust, the partners of any partnership, or the members or managers of any limited liability company that owns a Primary Unit shall be considered co-owners of any such Unit.

3.2 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts in furtherance of and pursuant to such powers and duties, except acts that by or under law, the Declaration or these Bylaws may not be performed by the Board of Directors or delegated to the Board of Directors by the Owners. The Board of Directors shall be governed by ORS 100.417 and applicable provisions of ORS 65.357, 65.361, 65.367, 65.369 and 65.377. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

3.2.1 Operation, care, inspection, upkeep, repair, replacement and maintenance of the Common Elements, Parking Units and Association property.

3.2.2 Determination of the amounts required for inspection, operation, maintenance and other affairs of the Association, and the making of such expenditures.

3.2.3 Annually conducting a reserve study, or review and update any existing study, of the Common Elements to determine the reserve fund requirements, in accordance with ORS 100.175(4).

3.2.4 Collection of the common expenses from the Owners.

3.2.5 Provision for the designation, hiring and removal of employees and other personnel, including lawyers and accountants and personnel necessary for the maintenance, upkeep and repair of the Common Elements, Parking Units and Association Property; engagement of or contracting for the services of others; and making purchases for the inspection, maintenance, repair, replacement, administration, management and operation of the Condominium and delegating any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent); provided, however, that any management agreement, service contract, or employee contract entered into before the Turnover Meeting shall not be in excess of three (3) years, and shall be terminable by the Association without penalty upon not less than 30 days written notice to the other party given at any time; and provided further, that any agreement for management services entered into after the Turnover Meeting on behalf of the Association must be terminable by the Association for cause upon not more than 30 days' notice, must have a reasonable term not exceeding three years, and must be renewable with the consent of the Board of Directors and the manager. If an Eligible Mortgagee had previously required professional management, the Board of Directors may not terminate professional management and assume self-management unless the decision to do so is approved by at least one hundred percent (100%) of the total voting power of the Association, and approved by Mortgagees holding Mortgages on Units which have at least fifty-one percent (51%) of the voting rights of the Units subject to Eligible Mortgagee Mortgages.

3.2.6 Adoption and amendment of reasonable rules and regulations of the Condominium ("Rules and Regulations") pursuant to Section 7.26 hereof.

3.2.7 Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

3.2.8 Purchasing, leasing or otherwise acquiring, in the name of the Association or its designee, corporate or otherwise, on behalf of the Owners, Units offered for sale or lease or surrendered by their Owners to the Association.

3.2.9 Bidding for and purchasing Units at foreclosure sales (judicial or non-judicial) or other judicial or execution sales, in the name of the Association or its designee, corporate or otherwise, on behalf of all Owners upon the consent or approval of the Owners of not less than 75 percent of the voting power of the Association.

3.2.10 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 Owners.

3.2.11 Organizing corporations or limited liability companies to act as designees of the Association in acquiring title to or leasing Units by the Association on behalf of all Owners.

3.2.12 Obtaining and reviewing bonds and insurance, including officers' and directors' liability insurance, for the Association and the Condominium, including the Units, pursuant to the provisions of these Bylaws and in the case of such insurance, reviewing it at least annually.

3.2.13 Making repairs, additions and improvements to, or alterations of, the Condominium and repairs to and restoration of the Condominium in accordance with these

Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or settlement under the threat thereof or to work that is urgently needed for life, safety or structural integrity reasons.

3.2.14 Making additions and improvements to, or alterations of, the Common Elements; provided, however, that no such project of a non-structural or non-capital nature may be undertaken by the Board of Directors if the total cost will exceed the amount of Five Thousand Dollars (\$5,000), unless the Owners have enacted a resolution authorizing the project by a vote of Owners holding at least 75 percent of the voting power of the Association, present in person or by proxy at a meeting of the Owners. This limitation shall not be applicable to repairs or maintenance undertaken pursuant to Section 3.2.1.

3.2.15 After giving written notice and an opportunity to be heard, levying reasonable fees, late charges, fines and/or interest against the Owners for violations of the Declaration, Bylaws, and/or Rules and Regulations, in addition to exercising any other rights or remedies provided for in the foregoing documents, based on a resolution of the Board of Directors that is delivered to each Unit, mailed to the mailing addresses designated in writing by the Owners, or mailed to the mailing address for each Unit.

3.2.16 Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Common Elements, Parking Units and Association Property; provided, however, that (i) the consent of Owners holding at least 75 percent of the voting power of the Association, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of an amount or amounts, aggregated for the calendar year in question, exceeding 15 percent of the estimated budget of the Association for that calendar year to cover the operation, care, upkeep and maintenance of the Common Elements, Parking Units and Association Property, and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the Owner of such Unit.

3.2.17 Adjusting and settling claims under insurance policies and executing and delivering releases on settlement of such claims on behalf of all Owners, all holders of Mortgages or other liens on the Units, and all Owners of any other interest in the Condominium.

3.2.18 Filing all appropriate income tax returns.

3.2.19 Filing of the Annual Report described in Section 100.260 of the Act with the Real Estate Agency pursuant to Section 100.250 of the Act.

3.2.20 Charging and collecting a fee in connection with moving in to or out of a Primary Unit.

3.2.21 Enforcement by legal means of the provisions of the Act, the Declaration, these Bylaws and any Rules and Regulations adopted hereunder. Nothing in these Bylaws shall be construed as requiring the Association to take any specific action to enforce violations.

3.2.22 Establish, periodically update, and implement a Maintenance Plan that identifies those components of the Common Elements and Parking Units requiring periodic maintenance, including a maintenance manual defining how and when such maintenance should be performed and setting forth the estimated cost of such maintenance. The Maintenance Plan shall provide for not less than annual inspections of the Property for evidence of water intrusion or other needed repairs by a knowledgeable independent party or the property manager for the Association, and the Board shall reasonably address any matters revealed by the inspection. For a period of ten (10) years following recording of the Declaration, Declarant shall be notified prior to the inspections, shall have a right for Declarant or its employees or contractors to be present during the inspections and have a right to receive a copy of the inspection reports promptly upon request. The operating and reserve budgets of the Association shall take into account the costs of complying with the Maintenance Plan. Changes or updates to the Maintenance Plan should be based upon the advice of competent experts or consultants.

3.3 Limitation. The powers of the Board of Directors enumerated in these Bylaws shall be limited in that the Board of Directors shall have no authority to (i) acquire and pay for out of the maintenance fund of the Association any structural alterations or capital improvements of, or capital additions to, the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements, subject to all the provisions of these Bylaws) requiring an expenditure in excess of an amount or amounts, aggregated for the calendar year in question, exceeding 10 percent of the estimated total budget of the Association for such calendar year, or (ii) enter into agreements having a term in excess of two years, except agreements specifically authorized in these Bylaws, without, in each case, the prior approval of Owners holding at least 75 percent of the voting power of the Association.

3.4 Organizational Meeting. Within 30 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 organizational meeting at such place and time as shall have been fixed by the Directors at the meeting at which the election was held.

3.5 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 Chairperson 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 facsimile at least three days prior to the day named for such meeting, and shall state the time, place and purpose of such meeting. For a period of ten (10) years following recording of the Declaration, notices of meetings shall also be given to Declarant in the same manner as given to Directors. All meetings of the Board of Directors shall be open to the Owners except that the following matters and any other matters permitted by the Act may be considered in executive session: (a) consulting with legal counsel regarding the rights and duties of the Association in connection with existing or potential litigation, or criminal matters; (b) dealing with personnel matters, including salary negotiations and discipline; (c) negotiation of contracts with third parties; and (d) collection of unpaid assessments pursuant to the Act. Except in the event of an emergency, the Board of Directors shall vote in an open meeting on whether to meet in executive session. If the Board of Directors votes to meet in executive session, the Chairperson shall announce the general nature of the action being considered and when and under what circumstances the deliberations can be disclosed to the Owners. The statement, motion, or decision to meet in executive session must be included in the minutes of the meeting. A contract or action

considered in executive session does not become effective unless the Board, following the executive session, reconvenes in an open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes. Such meetings may be conducted by telephonic communication or by other means authorized under ORS 100.420(2), except that if a majority of the Primary Units are principal residences of the occupants, then: (i) for other than emergency meetings, notice of each meeting of the Board of Directors shall be posted at a place or places on the Property at least three days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform the Owners of such meeting; and (ii) only emergency meetings of the Board of Directors may be conducted by telephonic communication or in a manner permitted by the Act. The meeting and notice requirements in ORS 100.420(1) may not be circumvented by chance or social meetings or by any other means, including, without limitation, e-mail communication. For purposes of this Section, "meeting" shall have the definition provided in Section 100.420(5) of the Act. Unless other rules of order are adopted by resolution of the Association or the Board of Directors, all meetings of the Board of Directors shall be conducted according to the latest edition *Robert's Rules of Order* published by Robert's Rules Association.

3.6 Waiver of Notice. Any member of the Board of Directors 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 member of the Board of Directors at any meeting of the Board of Directors shall constitute a waiver of notice of the time and place thereof, except where a Director attends the meeting for the sole purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all the members of the Board of Directors are present at any meeting of the Board of Directors, however, no notice to Directors shall be required and any business may be transacted at such meeting.

3.7 Quorum. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

3.8 Removal. At any regular or special meeting of the Owners, any one or more of the members of the Board of Directors elected by the Owners may be removed with or without cause, but only by approval of at least a majority of the Owners, notwithstanding the quorum provisions of Section 2.11, and a successor may then and there or thereafter be elected 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.

3.9 Resignation. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, addressed to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary.

3.10 Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a member pursuant to Section 3.8 shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum.

3.11 Compensation. No Director shall receive any compensation from the Association for acting in such capacity, but shall be reimbursed for his or her reasonable out-of-pocket expenses.

3.12 Liability and Indemnification of Directors, Officers, Manager or Managing Agent. To the fullest extent authorized by law and the Articles, the personal liability of each Director to the Association or its Owners for monetary damages for conduct as a Director shall be eliminated. Each Director and officer and the manager or managing agent, if any, shall be indemnified and held harmless by the Association, to the fullest extent permitted by law, from and against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon such person in connection with any proceeding to which he may be a party, or in which he 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. The foregoing rights of indemnification shall be in addition to and not exclusive of any and all other rights conferred on such persons under any agreement, vote of the Owners or otherwise.

3.13 Insurance. The Board of Directors shall comply with the insurance requirements contained in Article 9 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, the Board of Directors or the Owners.

3.14 Special Committees. The Board of Directors by resolution may designate one or more special committees, each committee to consist of three or more Owners that, to the extent provided in such resolution, shall have and may exercise the powers set forth in such resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. Such special committee shall keep regular minutes of their proceedings and report the same to the Board of Directors when required. The members of such special committee or committees designated shall be appointed by the Board of Directors or the Chairperson. The Board of Directors or the Chairperson may appoint Owners to fill vacancies on each of any special committees occasioned by death, resignation, removal, or inability to act for any extended period of time.

4. OFFICERS.

4.1 Designation. The principal officers of the Association shall be the Chairperson, the Secretary and a treasurer (the "Treasurer"), all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a vice Chairperson (the "Vice Chairperson"), an assistant treasurer (an "Assistant Treasurer"), an assistant secretary (an "Assistant Secretary") and such other officers as in its judgment may be desirable. None of the officers need be Owners until the Board of Directors is elected by the Owners at the Turnover Meeting. Thereafter, all officers shall be Owners (or officers, directors, shareholders, partners, employees or beneficiaries, or members of the respective families, of Units owned by corporations, partnerships, fiduciaries or Mortgagees).

4.2 Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors and until their successors are elected and qualified. If any office shall become vacant, the Board of Directors shall elect a successor to fill the unexpired term at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

4.3 Removal. Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and his or her 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.

4.4 Chairperson. The Chairperson shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Owners and of the Board of Directors. He or she shall have all of the general powers and duties that are usually incident to the office of the chief executive officer of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he or she may in his or her discretion decide are appropriate to assist in the conduct of the affairs of the Association.

4.5 Vice Chairperson. The Vice Chairperson shall take the place of the Chairperson and perform his or her duties whenever the Chairperson shall be absent or unable to act. If neither the Chairperson nor the Vice Chairperson is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the Chairperson on an interim basis. The Vice Chairperson shall also perform such other duties as shall from time to time be prescribed by the Board of Directors or by the Chairperson.

4.6 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 or she shall attend to the giving and serving of all notices to the Owners and Directors and other notices required by law. He or she 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 Chairperson. In addition, the Secretary shall act as Vice Chairperson, taking the place of the Vice Chairperson and performing his or her duties whenever the Vice Chairperson is absent or unable to act, unless the Directors have appointed another Vice Chairperson.

4.7 Treasurer. The Treasurer shall be responsible 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 necessary for the preparation of all required financial data. He or she shall be responsible for the deposit of all funds 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 or she shall in general perform all other duties incident to the office of Treasurer of an association and such other duties as may be assigned to him or her by the Board of Directors.

4.8 Execution of Instruments. All agreements, contracts, deeds, leases and other instruments of the Association, shall be executed by such person or persons as may be designated by general or special resolution of the Board of Directors, including the execution of checks of up to Five Thousand Dollars (\$5,000) by the professional property management company for the Condominium, and, in the absence of any general or special resolution

applicable to any such instrument, then such instrument shall be signed by the Chairperson. All checks in excess of Five Thousand Dollars (\$5,000) shall be signed by the Treasurer, or in his or her absence or disability, by the Chairperson or any duly elected Assistant Treasurer. Notwithstanding the foregoing, all checks of Ten Thousand Dollars (\$10,000) or more shall require the signatures of at least two authorized signatories.

4.9 Compensation of Officers. No officer who is a member of the Board of Directors, other than the Secretary and Treasurer, shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the Owners. The Board of Directors may fix any reasonable compensation to be paid to the Secretary, Treasurer and any officers who are not also Directors.

5. BUDGET, EXPENSES AND ASSESSMENTS.

5.1 Budget. The Board of Directors shall from time to time, 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 Owner in the manner set forth in the Declaration. The budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be maintained, repaired or replaced on a periodic basis by the Association in accordance with Section 5.2 of these Bylaws. The Board of Directors shall advise each Owner in writing of the amount of common expenses payable by him or her, and furnish a summary of each budget and amended budget on which such common expenses are based to all Owners and, if requested, to their Mortgagees, within 30 days after adoption of the budget. Failure to deliver a summary of any budget or amended budget to each Owner shall not affect the liability of any Owner for any such assessment. Nothing herein contained shall be construed as restricting the right of the Board of Directors to, at any time, in their sole discretion, levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management of the Condominium, or in the event of emergencies. Any budget for the Association prepared by Declarant or during the period of Declarant's administrative control of the Association pursuant to Section 19 of the Declaration shall be based on Declarant's reserve study, but such projection may vary substantially from the actual requirements of the Association for such period. **The reserve study assumes that the Board conducts normal, routine maintenance for the elements reserved for and that the Board is required to perform pursuant to the Bylaws and the Act. If the Board fails to perform required maintenance, the reserve fund may be inadequate at the time of the required replacement for one or more elements included in the reserve study.** After the Turnover Meeting, the Board of Directors shall be responsible, in its sole discretion, for preparation of the budget of the Association and shall not rely upon prior budgets or projections prepared by Declarant. The budget shall take into account the requirements of the Maintenance Plan adopted pursuant to Section 3.2.22.

5.2 Reserve Fund for Replacing Common Elements. Declarant shall conduct a reserve study as required by the Act and shall establish in the name of the Association a reserve fund for replacement of Common Elements that will normally require replacement in more than three (3) and fewer than 30 years, for significant future maintenance items as required by the Maintenance Plan established pursuant to Section 3.2.22 above, and exterior painting of Common Elements, if any. The common expenses of the Condominium shall be calculated on the basis of expected replacement costs and life expectancy of the items comprising the Common Elements that will normally require replacement in more than three and fewer than 30 years, for

significant future maintenance items as required by the Maintenance Plan established pursuant to Section 3.2.22 above, and exterior painting of Common Elements, if any, such that the reserve fund is reasonably expected to provide sufficient funds for replacement of such Common Elements. Declarant in establishing the reserve fund shall obtain and rely on a reserve study Common Elements assessments, but such projection may vary substantially from the actual requirements of the Association. Declarant may elect to defer payment of the assessments for the reserve fund with respect to a Unit until the time of conveyance of the Unit; provided that Declarant may not defer payment of such reserve assessments beyond the date of the Turnover Meeting, or, if no Turnover Meeting is held, the date the Owners assume administrative control of the Association. The Board of Directors shall administer the reserve fund and shall adjust at regular intervals, but no less than annually, the amount of the periodic payments into it to reflect changes in current replacement costs over time. The Board of Directors shall annually conduct a reserve study or review and update an existing reserve study of the Common Elements to determine reserve account requirements. The reserve study shall include all information required by the Act. Following the second year after the Turnover Meeting, the Association may by an affirmative vote of at least 75 percent of the Owners elect to reduce or increase future assessments for the reserve funds. In addition to the Board of Directors' authority to do so, after the Turnover Meeting, the Association may, on an annual basis by unanimous vote of the Owners, elect not to fund the reserve account. Any funds established for any of the purposes mentioned in this Section shall be deemed to be a reserve fund notwithstanding that it may not be so designated by the Board of Directors. The amount of the reserve fund shall constitute an asset of the Association and shall not be distributed to any Owner except on termination of the Condominium and the Association. The reserve fund is to be used only for replacement of the Common Elements that will normally require replacement in more than three (3) and fewer than 30 years, for significant future maintenance items as required by the Maintenance Plan established pursuant to Section 3.2.22 above, and for the painting of exterior painted surfaces, if any, and is to be kept separate from the assessments described in Section 5.4 of the Bylaws. After the Turnover Meeting, however, the Board of Directors may borrow amounts from the reserve fund to meet high seasonal demands on funds obtained from regular assessments or to meet other unexpected increases in expenses that will later be paid from special or regular assessments, if the Board of Directors has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a repayment plan providing for repayment of the borrowed funds within a reasonable period. Repayment of such amounts borrowed from the reserve fund shall include any interest that would otherwise have been earned on such amounts.

5.3 Determination of Common Expenses. Common expenses shall include:

5.3.1 Expenses of administration.

5.3.2 Cost of insurance or bonds obtained in accordance with these Bylaws.

5.3.3 A general operating reserve, sufficient to pay the amount of the deductible on any insurance policy held by the Association under Section 9.1.1.

5.3.4 Reserve for replacements and deferred maintenance and the cost of the reserve study, or its review and update.

5.3.5 The costs of establishing, updating and implementing the Maintenance Plan.

5.3.6 Any deficit in common expenses for any prior period, and any accrued interest or late charges thereon.

5.3.7 Utilities for the Common Elements and other utilities not separately metered or charged.

5.3.8 Services of any person or firm to act on behalf of the Owners in connection with any other matter where the respective interests of the Owners are deemed by the Board of Directors to be similar and nonadverse to each other.

5.3.9 Professional management services, snow removal, waste removal (subject to the provisions of the Declaration relating thereto), painting, cleaning, outside window washing and inspection, maintenance, repair and replacement of the exterior of the structures within the Condominium and inspection, maintenance, decorating, repair and replacement of the Common Elements and Parking Units by the Association and such furnishings and equipment for the Common Elements as the Board of Directors shall determine are necessary and proper, which the Board of Directors shall have the exclusive right and duty to acquire for the Common Elements.

5.3.10 Maintaining the landscaping and water feature within the courtyard/walkway and along N.W. 24th Avenue, N.W. Raleigh Street and N.W. Savier Street, including the planter boxes adjacent to certain decks, patios and porches located along such streets.

5.3.11 Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments that the Board of Directors is required to secure or pay for, pursuant to the terms of the Declaration or these Bylaws or that in its opinion shall be necessary or proper for the maintenance and operation of the Condominium as a first-class Condominium or for the enforcement of these restrictions, and that the Board of Directors determines should be assessed to the Owners under Section 5.4.

5.3.12 Paving, resurfacing, or restriping of Parking Units.

5.3.13 Maintaining the condenser, fans and other equipment associated with the buildings' HVAC systems serving the Common Elements and the drywells serving the Property.

5.3.14 The discharge of any mechanic's lien or other encumbrance levied against the entire Condominium or against the Common Elements or Association Property, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board of Directors by reason of such lien or liens shall be specifically assessed to the responsible Owners.

5.3.15 Inspection, maintenance and repair of any Unit or Common Element if the Board of Directors determines that such inspection, maintenance or repair is necessary to protect the Common Elements or any other portion of the Property, and the Owner

of such Unit (or the Owner responsible for maintenance of such Common Element, as applicable) has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of such maintenance or repair delivered by the Board of Directors to such Owner, provided that the Board of Directors shall levy a special assessment against such Owner for the cost of such maintenance or repair.

5.3.16 Any other items properly chargeable as an expense of the Association, including, without limitation, those items described in the exhibits to the Declaration.

5.4 Assessment of Common Expenses. All Owners shall be obliged to pay on a monthly basis in advance common expenses assessed to them by the Board of Directors on behalf of the Association pursuant to these Bylaws and the Declaration, including amounts applicable to the reserve fund described in Section 5.2 of these Bylaws; provided, however, that such reserve assessments may be collected on a monthly, quarterly, or biannual basis, and at least annually, and may be assessed prospectively or in arrears. Declarant shall be assessed as the Owner of any unsold Unit, but such assessment shall be prorated to the date of sale of the Unit. Assessments shall commence in accordance with Section 7.1 of the Declaration. At the time of closing of the initial sale of each Primary Unit, the purchaser shall make the contribution described in Section 5.5.3 to the working capital fund. The Board of Directors, on behalf of the Association, shall assess the common expenses against the Owners from time to time, and at least annually, and shall take prompt action to collect from an Owner any common expense due that remains unpaid by him or her for more than 30 days from the due date for its payment (except as provided above for the Declarant).

5.5 Special Assessments.

5.5.1 Capital Improvements. In the case of any duly authorized capital improvement to the Common Elements, the Board of Directors may by resolution establish separate assessments for the same, which may be treated as capital contributions by the Owners, and the proceeds of which shall be used only for the special capital improvements described in the resolution.

5.5.2 Other Reserve Trust Funds. The Board of Directors may also build up and maintain a reasonable reserve for contingencies and replacements not covered by Section 5.2 of these Bylaws. Extraordinary expenditures not originally included in the annual estimate that may become necessary during the year may be charged against such reserve. If the estimated cash requirement proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board of Directors shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the first monthly assessment of common expenses that is due more than 30 days after the delivery or mailing of such notice of further assessment. Any reserve fund established by Declarant shall be based upon Declarant's reserve study of the applicable reserve requirements of the Association, but such projection may vary substantially from the actual requirements of the Association.

5.5.3 Working Capital Fund. Declarant shall establish in the name of the Association a working capital fund for the Association. Amounts paid into this fund shall not be considered advance payments of the monthly assessments for common expenses described in

Section 5.4. At the time of closing of the initial sale of each Primary Unit, and at the closing of each subsequent sale of a Primary Unit, the purchaser of such Unit shall make a contribution to the working capital fund equal to two months of Association assessments for such Unit, but, in any event, not less than the amount that may have been contributed to the working capital fund on behalf of such Unit (or Units) by Declarant under this Section 5.5.3. At or prior to the Turnover Meeting, Declarant shall make a contribution to the working capital reserve fund equal to two months of Association assessments for all Units then existing but not yet conveyed to persons other than Declarant; provided, however, that the contribution by the initial purchaser of a Primary Unit described in the preceding sentence shall be paid to Declarant at the closing of such purchase in reimbursement of contributions made to the working capital fund by Declarant. At or prior to the Turnover Meeting, Declarant shall transfer the amount of the working capital reserve fund to the Association for deposit in a segregated fund and administration in accordance with Section 5.5.2. During the period of administrative control described in Section 19 of the Declaration, Declarant shall not use any funds contained in the working capital fund to defray Declarant's expenses, contributions to reserves, or construction costs, or to compensate for any deficits in the operating budget of the Condominium.

5.6 Violation by Owners; Remedies. The violation of any Rule or Regulation or other determination duly adopted by the Board of Directors, or the breach of any covenant or provision contained in the Declaration or these Bylaws, shall give the Association the right: (i) to enter upon that part of the Condominium where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions so violated, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass; provided, however, that the Association must institute legal proceedings before any item of construction may be altered or demolished in remedying such violation, and (ii) to enjoin, abate or remedy by appropriate legal proceedings the continuance of any breach. Any Owner aggrieved by such a violation shall also have the right, on behalf of the Association, to enjoin, abate, or remedy by appropriate legal proceedings any such violation and to recover its expenses in accordance with Section 11.1. All expenses of the Association in connection with such violation and such action or proceedings (including any action or proceeding brought on behalf of the Association), including engineering, architectural and other professional fees and costs, court costs and attorneys' fees and any other fees and expenses (including fees, fines, late charges and interest imposed pursuant to these Bylaws), and all damages, liquidated or otherwise, together with interest thereon at the rate provided in Section 7.3 of the Declaration until the amount outstanding is paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his or her respective share of the common expenses. The Association has a lien for all of the same upon the Units of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his or her personal property located in such Units or elsewhere in the Condominium. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board of Directors. Any violations by an Owner of the Declaration, these Bylaws or any Rules and Regulations that are deemed by the Board of Directors to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the offending Owner as a specific item, which shall be a lien against the offending Owner's Unit or Units with the same force and effect as if the charge were a part of the normal common expenses attributable to such Unit or Units.

5.7 Liability of Owners. An Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness or by that of any member of his or her family, or his or their guests, employees, servants, invitees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing in these Bylaws, however, shall be construed to modify any waiver by insurance companies of rights of subrogation. The expense of any such maintenance, repair or replacement shall be charged to the responsible Owner as a specific item, which shall be a lien against such Owner's Unit or Units with the same force and effect as if the charge were a part of the normal common expenses attributable to such Owner's Unit or Units.

5.8 No Waiver. The failure of the Association or of an Owner to enforce any right, provision, covenant or condition that may be granted by any of the provisions of the Declaration, these Bylaws or any Rules or Regulations shall not constitute a waiver of the right of the Association or an Owner to enforce such right, provision, covenant or condition in the future.

5.9 Receiver. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent assessments regarding a Unit that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rental is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent assessments. Only a receiver may take possession and collect rents under this Section, and a receiver shall not be appointed less than 90 days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

6. RECORDS AND AUDITS.

6.1 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 and contemporaneous written documentation of the Association's inspection, operation, care, upkeep, repair, replacement and maintenance of the Common Elements and Association Property. 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. The Association shall maintain within the State of Oregon a copy, suitable for duplication, of: (i) the Declaration, these Bylaws, the Rules and Regulations, the recorded plat(s) and any amendments or supplements thereto; (ii) the most recent annual financial statement of the Association described in Section 6.5 hereof; (iii) the current operating budget of the Association and reserve study; and (iv) all documents, information and records delivered to the Association at the Turnover Meeting. Such documents shall be available for inspection within the State of Oregon and upon written request, available for duplication by Owners, Mortgagees of Units, insurers and guarantors of such Mortgages, and prospective purchasers of Units during normal business hours. The Board of Directors shall retain the documents required by 100.480(1) for the time period required by such statute. Records kept by or on behalf of the Association may be withheld from examination as permitted by the Act.

6.2 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 Owners, Mortgagees of Units, and insurers and guarantors of such Mortgages during normal business hours.

6.3 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.

6.4 Payment of Vouchers. The Treasurer shall pay all vouchers up to Five Thousand Dollars (\$5,000) signed by the Chairperson, managing agent, manager or other person

authorized by the Board of Directors. Any voucher in excess of Five Thousand Dollars (\$5,000) shall require the signature of the Chairperson and one other officer of the Association.

6.5 Reports and Audits. An audited annual financial statement, consisting of a balance sheet and income and expense statement for the preceding fiscal year, shall be rendered by the Board of Directors to all Owners, and to all Mortgagees of Units who have requested the same, within 90 days after the end of each fiscal year. Upon written request, any holder, insurer or guarantor of a first Mortgage shall be entitled to a copy of the audited financial statement for the immediately preceding fiscal year at the expense of the Association and shall be made available within 120 days after the end of such fiscal year. At any time any Owner or Mortgagee of a Primary Unit may, at his own expense, cause an audit or inspection to be made of the books and records of the Association. In addition, the Board shall not less than annually provide each Owner and the Declarant, its successors and assigns a written report regarding the Association's compliance with the Maintenance Plan.

6.6 Notice of Sale, Mortgage, Rental or Lease. Immediately upon the closing of any sale, Mortgage, rental or lease of any Unit, the Owner shall promptly inform the Secretary or manager of the name and address of the purchaser, Mortgagee, lessee, or tenant.

6.7 Statement of Assessments. Within 10 business days after receipt of a written request from an Owner or Owner's agent for the benefit of a prospective purchaser of such Owner's Unit(s), the Association shall provide a written statement detailing the amount of assessments due from the Owner and unpaid at the time the request was received, including regular and special assessments, fines and other charges, accrued interest, late payment charges; the percentage rate at which interest accrues on assessments not paid when due; and the percentage rate used to calculate the late payment charges or the amount of a fixed charge for late payment. The Association is not required to comply with the foregoing request if the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due.

7. OCCUPATION AND USE.

7.1 Rental. The Leasing or Renting of a Unit by its Owner shall be governed by the provisions of this Section 7.1. "Leasing or Renting" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), whether in exchange for the payment of rent (that is, money, property or other goods or services of value) or not; but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership. With the exception of a lender in possession of a Unit following a default in a Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of a foreclosure, no Owner shall be permitted to Lease his or her Unit for hotel or transient purposes, which shall be defined as Renting for any period less than 30 days.

7.1.1 No Partial Leases. No Owner of a Primary, Parking or Storage Unit may Lease less than the entire Unit.

7.1.2 Written Leases. All Leasing, Rental or other occupancy agreements shall be in writing and be subject to the Declaration and these Bylaws (with a default by the tenant or occupant in complying with this Declaration and/or Bylaws constituting a default under the Lease, Rental or occupancy agreements).

7.1.3 Payments by Tenant or Lessee to Association. If a Primary Unit is Rented by its Owner, the Board may collect, and the tenant, lessee or occupant shall pay over to the Board, any amounts due to the Association hereunder for such Primary Unit, plus interest and costs if the same are in default over 30 days. The renter, lessee or occupant shall not have the right to question payment over to the Board. Such payment will discharge the lessee's, renter's or occupant's duty of payment to the Owner for rent, to the extent such payment is made to the Association, but will not discharge the liability of the Owner and the Primary Unit under the Declaration for assessments and charges, or operate as an approval of the lease or occupancy agreement. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner, nor in derogation of any right which a Mortgagee of such Unit may have with respect to such rents.

7.1.4 Identification of Tenants. Each Owner electing to rent or grant occupancy of his or her Unit shall, within 30 days after the rental or occupancy of such Unit, submit to the Board in writing the identity of and contact information for such tenant or occupant.

7.1.5 Limitation on Number of Units. At no time shall more than 30 percent of Primary Units be rented or occupied by non-Owner occupants. In order to insure that the foregoing limitation is not exceeded, Owners who intend to rent or grant occupancy rights to their Units shall provide 30 days written notice to the Board of their intentions. Each such Owner may proceed to rent or grant occupancy to non-Owner occupants for his or her unit unless such Owner is provided written notice of the Board's refusal to allow such rental or non-Owner occupancy because such rental or non-Owner occupancy would exceed the limitation of the foregoing sentence. In the event of such Board refusal, the requesting Owner shall not rent or grant non-Occupancy to any person until the Board notices him or her that such rental or occupancy would not violate the limitation on non-Owner occupied Primary Units. The Board shall maintain a list of Owners who requested and were denied the ability to rent or grant non-Owner occupancy of their Primary Units, on a first-come, first-served basis and shall promptly notify each Owner on such list as it becomes permissible to rent or grant non-Owner occupancy of such Owner's Primary Unit.

7.1.6 No Other Restrictions. Other than as stated in this Section 7.1, there is no restriction on the right of any Owner to Lease or otherwise Rent his or her Unit.

7.1.7 Declarant's Activities. The restrictions contained in this Section 7.1 shall not apply to the Leasing or Renting of Units owned by the Declarant.

7.2 Residential Use. Except as expressly permitted in these Bylaws or the Declaration, or as otherwise permitted by Board approval (with such conditions as the Board may establish), each Primary Unit shall be occupied and used only as a private residence and for no other purpose. Without the prior consent of the Board of Directors, no more than six persons may live in a Primary Unit on a permanent basis. Nothing contained in the Declaration or Bylaws shall preclude an Owner from having a "home office" from which the Owner conducts some of his or her business affairs, so long as the Primary Unit is not generally open to the public and its use is limited to occasional visits by appointment-only customers, clients, or trade vendors. Except as permitted by the foregoing, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted in any Unit. Nothing contained in this Section 7.2 shall prevent the Declarant or Declarant's successors and assigns

from completing the Units and the building they are in, maintaining Units as models for display purposes, and otherwise maintaining construction or sales offices displays and signs.

7.3 Insurance Risk.No Unit or Common Elements shall be occupied or used by anyone in such a manner as to result in an increase in the cost of casualty or liability insurance on the Condominium or the risk of cancellation, or threat of cancellation, of any policy of insurance on the Condominium or any Unit or any part of the Common Elements.

7.4 Compliance.Each Owner shall comply and shall require all residents, servants, invitees, employees and visitors to his or her Unit to comply with the Act, the Declaration, these Bylaws and the Rules and Regulations adopted pursuant thereto.

7.5 Alterations.Except as otherwise permitted by these Bylaws or the Declaration, no Owner shall make or allow any structural alterations in or to any of his or her Units, or make or allow any change to the Common Elements (including, without limitation, adding or altering landscaping in planter boxes adjoining an Owner's Unit), or maintain, decorate, alter, paint or repair any part of the Common Elements or allow others to do so, without the prior consent in writing of the Board of Directors. The Board of Directors shall consider the granting of such consent only after the Owner shall submit a complete set of architectural, mechanical, electrical or other relevant plans and specifications, which submission shall be reviewed by such architects and engineers as the Board of Directors shall deem appropriate. The Board shall provide a copy of such submission materials to the Declarant upon receipt. Whether or not such consent is granted, the Owner shall pay, upon demand and in advance, if so required by the Board of Directors, for such professional review. During the course of construction and after completion of same, the Board of Directors may cause its professional advisors to inspect the work to ensure that it is performed in compliance with the approved plans. The costs of such inspection(s) shall be paid by the Owner to the Board of Directors, upon demand. The Board shall provide reasonable advance notice to Declarant of its inspection to Declarant and Declarant or its contractors or agents may, but shall not be obligated to, inspect the work concurrently with the Board's professional advisors. Prior to commencement of construction, the Owner shall provide the Board of Directors with copies of all relevant building permits and evidence of due compliance with any other requirements of government bodies having jurisdiction regarding such work. Except as otherwise permitted by Section 7.16, no signage or graffiti visible from the exterior of a Unit, window display, window attachment, or lighting directed from a Unit to its exterior shall be permitted without the prior written approval of the Board of Directors; provided that this sentence shall not apply to draperies, blinds, and similar window coverings. An Owner may have removed by the Association, at such Owner's expense, a part of the partition wall separating contiguous Primary Units owned by an Owner provided that (i) such removal shall not interfere with any structural support elements or loadbearing partitions or columns or with any pipes, wires, cables, conduits or ducts or other mechanical systems and (ii) such Owner agrees in writing to have the Association restore such wall at such Owner's expense in the event that the ownership of the Units is subsequently divided. Before proceeding with any approved alterations or improvements, the Owner shall, if the Board of Directors so requires, provide to the Association, at the expense of the Owner, a performance bond and a labor and materials bond, issued by a surety satisfactory to the Board of Directors, each in the amount of at least 125 percent of the estimated cost of such alterations or improvements or such other security as shall be satisfactory to the Association.

7.6 Occupants of Corporate Unit. Whenever a Primary Unit is owned in whole or in part by a partnership, corporation, trust, or other entity, such an entity shall designate at the closing of the acquisition of its ownership interest one particular person or family that shall be entitled to be the primary occupant of the Primary Unit. Only such designated person or family, its servants and non-paying guests may occupy such Primary Unit. A different person or family may be so designated as the named user of a Primary Unit by written notice to the Association; provided, however, that no more than two such changes may be made in any calendar year.

7.7 Non-Interference. Each Unit shall be used only for such purpose and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the other Owners.

7.8 Nuisances. No nuisances or noxious or offensive activities shall be allowed in the Condominium nor shall any use or practice be allowed that is improper or offensive in the opinion of the Board of Directors or that unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Owners or occupants or requires any alteration of or addition to any Common Element. Primary Unit occupants and their guests shall exercise extreme care not to make noises that may disturb other occupants or guests, including the use of musical instruments, radios, televisions and amplifiers. Televisions and speakers for audio equipment may not be mounted on or against walls or on floors of a Primary Unit without an adequate sound barrier to prevent vibration and transmission of bass sounds outside the Unit. Road noise, noise from mechanical systems of the Condominium, the elevators, air compressors and other incidental noises from a multi-family building, including, without limitation, from residents' use of the courtyard, patios, porches or balconies in accordance with these Bylaws and the Rules and Regulations, shall not be considered nuisances. In addition, smells from barbecues on Unit balconies, porches, patios or the courtyard shall not be considered nuisances. Owners shall not discard or throw, or allow to be discarded or thrown, intentionally or otherwise, any items from the windows or the balconies, porches or patios adjacent to their Units, including, without limitation, cigarettes or ashes. Owners shall not allow the storage or use of hazardous substances in their Units other than normal cleaning materials stored and used in accordance with applicable law. Owners and other occupants shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Owners, occupants, guests, or invitees, or directed at the manager, its agents or employees, or vendors.

7.9 Unlawful or Improper Activities. No unlawful use shall be made of the Condominium or any part thereof, and all Legal Requirements shall be strictly complied with. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Owner or Association, as the case may be, whichever shall have the obligation to maintain and repair the portion of the Condominium affected by any such Legal Requirement. Each Owner shall give prompt notice to the Board of Directors of any written notice received of the violation of any Legal Requirement affecting the Owner's Unit or Units or the Condominium. Notwithstanding the foregoing provisions, an Owner may, at such Owner's expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirement affecting any portion of the Condominium that such Owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Owner in such proceedings, provided that:

7.9.1 Such Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association, and each other Owner against all liability,

loss or damage that any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirement, including attorneys' fees and other expenses incurred;

7.9.2 Such Owner shall keep the Board of Directors advised as to the status of such proceedings; and

7.9.3 If any Owner conducts any activity or fails to comply with any Legal Requirement that increases the insurance premiums on insurance carried by the Association, or for which the Association is directly or indirectly responsible, such Owner shall pay such increased premium to the Association, upon demand, and if not so paid, such amount shall bear interest after the date of such demand at the rate provided in Section 7.3 of the Declaration.

7.10 Contested Legal Requirements. An Owner need not comply with any Legal Requirement so long as the Owner is contesting the validity or applicability thereof as provided in Section 7.9, provided that noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of the Condominium shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest. The Board of Directors may also contest any Legal Requirement without being subject to the conditions described in Section 7.9 as to the contest and may also defer compliance with any Legal Requirement, subject to the conditions contained in this Section 7.10 as to deferral of compliance by an Owner, and the costs and expenses of any contest by the Board of Directors shall be a common expense.

7.11 Improper Discharge. No Owner or occupant shall discharge, or permit to be discharged, anything into water lines, vents or flues of the Condominium that may violate applicable laws or regulations or might reasonably be anticipated to cause damage thereto or reduce the life expectancy thereof (excepting normal wear and tear), spread odors or otherwise be harmful or offensive.

7.12 Limitation on Storage Areas. Other than items placed by the Declarant or the Association, no furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, or any other part of the Parking Units or General Common Elements, except as allowed in Section 7. The lobbies, vestibules, public halls, and stairs shall be used only for normal passage. In addition, no storage of any kind shall be permitted on the balconies or patios located adjacent to or above the Residential Units, except for the following specific items: outdoor natural gas barbecue grills on balconies where a natural gas hookup is provided, other barbecue grills permitted by applicable law, well-maintained patio furniture, and plants with drip containers, so long as these do not protrude from the patio or balcony or overhang the patio or balcony railing. In addition, no items of any kind may be hung from the patio or balcony walls or railings without the prior approval in writing of the Board of Directors. Owners and occupants shall promptly clean up debris and water on their patio or balcony. The provisions hereof shall not apply to the Declarant until such time as all Primary Units have been initially sold and conveyed by the Declarant; however, the Declarant shall not use the Common Elements in such a manner as will unreasonably interfere with the use of the Primary Units for dwelling purposes.

7.13 Vehicle Parking Restrictions. Parking Units are restricted to use for parking of operative motor vehicles; other items and equipment may be parked or kept therein

only subject to the Rules and Regulations. The Board shall require removal of any inoperative vehicle, or any unsightly vehicle, or any other equipment or item improperly stored in Parking Units. If the same is not removed, the Board shall cause removal at the risk and expense of the Owner thereof.

7.14 Tradesmen. Owners shall require their tradesmen to utilize exclusively the entrance, if any, designated by the Board of Directors for transporting packages, merchandise or any other objects.

7.15 Animals. No animals or fowl shall be raised, kept or permitted within the Condominium, except domestic dogs, cats, or other household pets, kept within a Primary Unit. No such dogs, cats or household pets shall be permitted to run at large or be kept, bred or raised for commercial purposes or in excess of four (4) per Primary Unit (other than fish). Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof. All dogs, cats or other permitted household pets (other than fish) shall be carried or maintained on a leash while within the confines of a Common Element. An 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. No animals of any kind shall be permitted to be kept within Storage Units.

7.16 Signs and Displays. All signage displayed to public view, whether from a Unit or Common Element, shall be subject to rules and regulations thereon adopted by the Board of Directors pursuant to Section 7.26 except as otherwise provided herein. In no event shall any "for sale" or similar sign be placed in a window that is displayed to public view or any sign be placed on or in the vicinity of a common entry door of the Condominium, other than signs used by the Declarant to advertise Units for sale or lease, without the prior written approval of the Board of Directors. No sign shall be illuminated in a manner that unreasonably interferes with the enjoyment of any Unit.

7.17 Trash. No part of any Unit or the Common Elements shall be used or maintained as a dumping area for rubbish, trash, garbage or other waste, other than designated common trash disposal areas. No such items shall be kept or maintained excepting sanitary containers in areas designated therefor.

7.18 Grills and Barbeques; Turkey Fryers. No Unit Owner shall be permitted to use or store any propane grill or barbeque or any turkey fryer on his or her porch, balcony or patio, or within any Unit. The Owners of certain Primary Units shall be permitted to use natural gas fired barbeques for use with the natural gas hook up on the balcony or patio adjoining such Owner's Primary Unit.

7.19 Auctions or Open House. No Owner shall, when attempting to sell, lease or otherwise dispose of his or her Unit, or any personal property located therein, hold an "open house" or "auction" without the prior written approval of the Board of Directors of an access security management plan for the event. The Board shall approve any reasonable access security management plan.

7.20 Overloading. No Owner shall do anything to overload any part of a Unit or any part of the Common Elements.

7.21 Hot Tubs. No hot tubs or jacuzzis may be installed on decks, balconies or patios.

7.22 Courtyard. The hours during which the courtyard may be used by Owners or occupants of Primary Units shall be generally limited to no earlier than 8 a.m. and no later than 10 p.m., provided, that the Board may allow in writing other hours of use for a special occasion or by appointment. The courtyard may not be used for gatherings, public performances, or commercial purposes without prior written approval of the Board. Smoking is not allowed in the courtyard. Use of the courtyard shall also be subject to the Rules and Regulations adopted by the Board from time to time as provided in Section 7.26.

7.23 Utilities and Antennae. No sewer, drainage, utility lines, wires, satellite dishes, or other devices for the communication or transmission of electric current, power, or signals (including telephone, television, microwave, or radio signals) shall be constructed, placed, or maintained anywhere in or upon the Condominium other than within the Buildings or other structures unless contained in conduits or placed or maintained underground or concealed in or under Buildings or other structures, without the prior written approval of the Board. No device for the transmission or reception of telephone, television, microwave, or radio signals will be allowed within the Condominium unless the antenna is located and screened so as not to be visible from neighboring buildings and streets. The Association shall also provide to Owners a designated space on the roof of each Building for the installation of satellite dishes and other communications equipment. Nothing contained in this Section 7.23 shall be construed to prohibit the erection or use of temporary power or telephone facilities during construction or repair of Improvements nor shall it apply to construction activities of Declarant. The restrictions contained in this Section 7.23 shall be effective only to the extent permissible under applicable laws and regulations.

7.24 Smoking Restriction. Smoking of tobacco products or similar products shall be prohibited on the decks, balconies, front porches and terraces of the Condominium, and in all common areas of the Condominium, including the interior parking structure, the hallways, elevators, lobby, and courtyard.

7.25 Roof Access. No access to the roof of any building within the Condominium shall be permitted without the prior authorization of the Board of Directors or the management company.

7.26 Association Rules and Regulations. In addition to the foregoing requirements, 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 the Common Elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Condominium including, without limitation, establishment of reasonable administrative fees, such as fees for new owner set-up and owner's packet, move-in and move-out fees, etc. Any such Rules and Regulations may be amended, modified or revoked by the Owners in the same manner as these Bylaws. Any such Rules and Regulations may be amended, modified or revoked by the Owners in the same manner as these Bylaws. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and occupants of all Units from the date of delivery.

7.27 Activities of Declarant. Nothing in this Article 7 or in the other provisions of these Bylaws shall be construed to limit, modify, or otherwise restrict the rights of Declarant pursuant to the Declaration with respect to the planning, designing, developing, constructing, and sale of improvements on the Property.

8. MAINTENANCE OF CONDOMINIUM PROPERTY; CONDEMNATION.

8.1 Maintenance and Repair. Except as otherwise provided in the Declaration for damage or destruction caused by casualty:

8.1.1 Units. All maintenance of and repairs to any Primary and Storage 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 or her Unit or Units. In addition, each Owner of a Primary Unit shall be responsible for the maintenance, repair, or replacement of interior doors and any plumbing, heating or air conditioning fixtures, telephones, water heaters, fans, lighting fixtures and lamps, refrigerators, dishwashers, ranges, or other appliances and accessories that may be in his or her Primary Unit. In addition, the Owners of Primary Units shall be responsible for the maintenance, repair, and replacement of the individual air compressor(s) and/or air handling unit(s) serving such Owner's Primary Unit and shall coordinate the maintenance, repair and replacement of such equipment with the property manager for the Association. Each Owner of a Storage Unit shall be responsible for the maintenance, repair, and replacement of the exterior doorway or face panel of any Storage Unit and any fixtures thereon, such as knobs, handles, and hinges, the interior surfaces of the Storage Unit, and any lighting fixtures or other fixtures located within, or attached to the interior of, the Storage Unit. Each Owner of a Primary Unit shall keep the balcony, porch or patio adjacent to such Owner's Unit, if any, clean and free of debris, notwithstanding that such balconies, porches and patios are Common Elements.

8.1.2 Common Elements, Parking Units and Association Property. Except as otherwise provided in these Bylaws, the necessary work to inspect, maintain, repair, or replace the Common Elements, including dry wells, all condensers, fans and associated HVAC system equipment serving Common Elements, the exterior surfaces of Storage Units (except the door thereto), the Parking Units (notwithstanding that such Parking Units are not Common Elements), and Association Property in good condition shall be the responsibility of the Association and shall be carried out as provided in these Bylaws. Without limitation of the foregoing, the Association shall be responsible for the inspection, painting, staining, repair and replacement of the exterior surfaces of all Units (including, without limitation, the inspection, repair and replacement of the roof, exterior doors and door frames, windows and window frames); cleaning of the exterior surfaces of all window and door glass; and the cutting, pruning, trimming, and watering of all landscaping. The Association is responsible for maintaining warranties in effect for all portions of the Common Elements and Parking Units, to the fullest extent possible. If the Mortgagee of any Primary Unit determines that the Association is not providing an adequate inspection, maintenance, repair, and replacement program for the Common Elements and Parking Units, such Mortgagee, at its option, may deliver a notice to the registered agent of the Association, as required pursuant to Section 100.550 of the Act, setting forth the particular defect(s) which it believes exists in the maintenance, repair, and replacement program. If the specified defect(s) are not corrected within 60 days after receipt of such notice, then the Mortgagee, 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 Primary Unit on which it holds a Mortgage on all business coming before such meeting, which proxy rights shall continue until the defect(s) described in the notice are corrected. If the maintenance, repairs or replacement required under this Section 8.1.2 have been necessitated by acts or omissions of an Owner by reason of which the Owner is responsible under applicable law or under these Bylaws for all or a portion of the costs thereof, except as otherwise provided by Section 20.2 of the Declaration, such costs shall be charged solely to the Owner so responsible. However, should actual collection of such costs from the responsible Owner within a reasonable period of time prove impossible after reasonable collection efforts, the uncollected portion may be charged to all Owners as a common expense, subject to reimbursement of any amounts later collected from the responsible Owner.

8.1.3 Repairs by Association. The Association may make repairs that an Owner is obligated to make and that he does not make within a reasonable time. If such repairs are of an emergency nature (in that the repairs must be promptly made to prevent further or imminent potential damage to the Unit involved, other Units or any Common Element), the Association may make such repairs immediately, without notice to the Owner, if he is not available for reasonable notification within the time frame that the nature of the emergency shall reasonably afford. The Association shall indemnify its agents, employees and other of its representatives from any and all liability to any Owner incurred by reason of any reasonable exercise of the right of entry afforded in the Declaration or these Bylaws to effect emergency repairs. The Association shall have no liability to an Owner for any use of its right of entry or right to make emergency repairs if it shall have reasonable cause to believe that such action is required. An Owner shall be deemed to have consented to having such repairs done to his or her Unit by the Association. An Owner shall reimburse the Association in full for the cost of such repairs, except to the extent covered by insurance proceeds received by the Association, including any legal or collection costs incurred by the Association in order to collect the costs of such repairs. All such sums of money shall bear interest from the due date therefor at the rate provided in Section 5.7. The Association may collect all such sums of money in such installments as the Board of Directors may determine, which installments shall be added to the monthly contributions towards the common expenses of such Owner, after the Owner's receipt of notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

8.2 Failure to Follow Maintenance Plan. If the Association fails to follow the maintenance and inspection requirements contained in the Maintenance Plan described in Section 3.2.22 above, then the Association hereby waives any claim it might otherwise have against Declarant and its design professionals, contractors and subcontractors and their consultants, including without limitation, all of their officers, members, directors, employees, agents, brokers and affiliates, for loss or damage to the extent the same results from such failure to follow the Maintenance Plan, and shall indemnify such persons and entities from and against claims by Owners or other persons or entities for loss or damage resulting from such failure.

8.3 Additions, Alterations, or Improvements. Except as otherwise permitted by the Declaration or these Bylaws, an Owner shall not, without first obtaining the written consent of the Board of Directors (if so required by Section 7.5) and satisfying the other requirements provided for in Section 7.5, as applicable, make or permit to be made any structural alteration, improvement, or addition in or to his or her Unit or Units, or in or to the exterior of any building forming part of the Condominium or any Common Element. An Owner shall make no repair or alteration or perform any other work on his or her Unit or Units that would jeopardize the soundness or safety of the Condominium, or reduce the value thereof or impair any easement or

other right, unless the written consent of all Owners affected is also obtained. Other than as permitted by the Declaration or these Bylaws, an Owner shall not modify, alter, add to, paint or decorate any portion of the exterior of any building forming part of the Condominium or any Common Element without first obtaining the written consent of the Board of Directors and satisfying the other requirements of Section 7.5 and the Act. In order to prevent damage to the structural integrity of any building forming part of the Condominium, in no event may any Owner, the Association, the Board of Directors or any other entity or any agents, employees, permittees, or licensees of the foregoing, drill, bore, or cut any holes into any floor or ceiling of the Condominium more than 3/4" in depth, and the Board of Directors shall not consent to any such actions unless engineering studies confirm to the Board in the Board's sole discretion that such drilling, boring or cutting shall not compromise the structural integrity of the Condominium.

9. INSURANCE.

9.1 Types. Each Owner shall be responsible for obtaining, at his or her own expense, insurance covering his or her property not insured under Section 9.1.1 below and against his or her liability not covered under Section 9.1.2 below, unless the Association agrees otherwise. For the benefit of the Association and the Owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance:

9.1.1 Insurance covering loss or damage under an all-risk replacement cost policy, which coverage must include fire, extended coverage, vandalism and malicious mischief, and such other coverages such as flooding, which the Association may deem desirable, for not less than the full insurable replacement value, including the cost of replacement in compliance with the then applicable building codes, of the Units and Common Elements, including any fixtures, building service equipment, and common personal property and supplies belonging to the Association. Such policy or policies shall name the Association and the Owners as insureds, as their interests may appear, and shall provide for a separate loss payable endorsement in favor of the Mortgagee of each Unit, if any. No such policy shall contain a deductible exceeding five percent of the face amount of the policy.

9.1.2 A policy or policies insuring the Declarant, the Association, the Board of Directors, the Owners and the managing agent, against liability to the public or to the Owners, and their employees, invitees, or tenants, incident to the supervision, control, operation, inspection, maintenance, or use of the Condominium, including all Common Elements, public ways, and any other areas under the supervision of the Association. There may be excluded from such policy or policies coverage of an Owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omissions of such Owner and liability incident to the ownership and/or use of the part of the Condominium as to which such Owner has the exclusive use or occupancy. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000.00) on a combined single limit basis. In addition to the indexing provided under Section 12.7 of these Bylaws, the foregoing policy limits of liability shall be increased, in the sole discretion of the Board of Directors, as indicated by the course of plaintiff's verdicts in personal injury claims in the Circuit Court of Multnomah County, State of Oregon, from time to time. Such policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of the named insured under the policy or policies shall not be prejudiced as respects any action against another named insured.

9.1.3 Worker's compensation insurance to the extent necessary to comply with any applicable laws.

9.1.4 Directors' and officers' liability insurance with coverage in an amount of not less than One Million Dollars (\$1,000,000), subject to a reasonable deductible which shall be determined by the Board of Directors.

9.1.5 Fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association has retained a manager, such manager shall maintain fidelity insurance for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The cost of such insurance shall be at the expense of the Association. The total amount of fidelity insurance coverage required shall be based upon the best business judgment of the Board of Directors. In no event, however, may the aggregate amount of such insurance be less than the sum equal to three months' aggregate assessments on all units plus reserve funds. Such fidelity insurance shall name the Association as obligee and shall contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that it may not be canceled or substantially modified (including cancellation for nonpayment of premium,) without at least ten (10) days' prior written notice to the Association and each servicer on behalf of the Federal National Mortgage Association ("FannieMae").

9.2 Mandatory Policy Provisions. Insurance obtained by the Association shall be governed by the following provisions:

9.2.1 All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon acceptable to FannieMae which falls into a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's *Insurance Reports – International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency rating or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability in Standard and Poor's *International Confidential Rating Service*.

9.2.2 All losses under policies hereafter in force placed by the Association regarding the Condominium shall be settled exclusively by the Board of Directors or its authorized representative. The Board of Directors may give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment; provided, however, that the Board of Directors may, in writing, authorize an Owner to adjust any loss to his or her Unit or Units.

9.2.3 Each Owner shall be required to notify the Board of Directors of all improvements made by the Owner to his or her Unit or Units, the value of which is in excess of Five Hundred Dollars (\$500.00). Nothing in this subsection shall permit an Owner to make improvements without first obtaining the approval of this Board of Directors pursuant to Section 8.2 hereof.

9.2.4 Any Owner who obtains individual insurance policies covering any portion of the Condominium other than his or her personal property and fixtures shall file a copy of such individual policy or policies with the Association within 30 days after the purchase of such insurance.

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

9.2.6 All property insurance policies shall contain a "Special Condominium Endorsement" or its equivalent providing for the following: recognition of any Insurance Trust Agreement, a waiver of the right of subrogation against Owners individually, that the insurance is not prejudiced by any act or neglect of individual Owners that is not in the control of such Owners collectively, and that the policy is primary in the event the Owner has other insurance covering the same loss.

9.2.7 For purposes of this Section 9, insurance policies are unacceptable where (i) under the terms of the insurance carrier's charter, bylaws or policy, contributions or assessments may be made against FannieMae, the designee of FannieMae, or the Association Owners, or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members, or (iii) policy includes any limiting clauses (other than insurance conditions) that could prevent collecting insurance proceeds.

9.2.8 All policies required by this Section 9 shall provide that they may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first Mortgage in the insurance policy. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

9.3 Discretionary Provisions. The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

9.3.1 A waiver of subrogation by the insurer as to any claims against the Association, the Board of Directors, the manager, the Owners and their respective servants, agents, household members, and guests, except for arson and fraud;

9.3.2 A provision that any master policy on the Condominium cannot be canceled, invalidated, or suspended, nor coverage denied thereunder, on account of the conduct of any one or more individual Owners;

9.3.3 A provision that any master policy on the Condominium cannot be canceled, 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;

9.3.4 A provision that any “no other insurance” clause in any master policy exclude individual Owners’ policies from consideration, and a waiver of the usual proration clause with respect to such policies;

9.3.5 A provision that the insurer issue subpolicies specifying the portion of any master policy earmarked for each Owner’s interest and that until the insurer furnishes written notice and a grace period to the Mortgagee insured under the loss payable clause thereof, the Mortgagee’s coverage is neither jeopardized by the conduct of the mortgagor-Owner, the Association, or other Owners, nor canceled for nonpayment of premiums;

9.3.6 A waiver of the insurer’s right to determine whether the damage should be repaired. If reasonably available, the policy or policies should contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause, to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild;

9.3.7 Waivers of any defense based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of or by any insured;

9.3.8 A provision that the same shall be primary insurance in respect of any other insurance carried by any Owner;

9.3.9 An “inflation guard” endorsement;

9.3.10 An endorsement providing coverage with respect to changes that may be required under applicable codes or ordinances to undamaged portions of the Condominium in the event of a casualty affecting a portion of the Condominium; and

9.3.11 A provision that any insurance trust agreement will be recognized.

9.4 Additional Requirements.

9.4.1 Prior to obtaining any policy or policies of insurance under Section 9.1.1, or any renewal or renewals thereof and if any first Mortgagee holding Mortgages on at least 75 percent of the Primary Units so requires, or at such other times as the Board of Directors may deem advisable, the Board of Directors shall obtain an appraisal from an independent qualified appraiser, of the “full replacement cost” of the Condominium, for the purpose of determining the amount of insurance to be obtained pursuant to Section 9.1.1, and the cost of such appraisal shall be a common expense to be allocated in accordance with Section 7.1 of the Declaration; provided, however, that the full replacement cost of the Condominium for the policy or policies of insurance placed in force upon recording of these Bylaws or the Declaration shall be determined by the Declarant.

9.4.2 No Mortgage may be placed against any Unit unless the Mortgagee agrees to waive any contractual or statutory provision giving the Mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the Mortgage and thereby

prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of these Bylaws. This Section 9.4.2 shall be read without prejudice to the right of a Mortgagee to vote on or to consent to certain matters, if the Mortgage itself contains a provision giving the Mortgagee that right, and also to the right of any Mortgagee to receive the proceeds of any insurance policy, if the insured property is not repaired.

9.4.3 A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and a duplicate original or certified copy of the policy or policies to each Mortgagee. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and Mortgagee not later than 10 days before the expiration of any current insurance policy. The master policy (or a copy thereof) for any insurance coverage shall be kept by the Association in its office, available for inspection by an Owner or Mortgagee on reasonable notice to the Association.

9.4.4 No insured, other than the Association, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Association, or to direct that loss shall be payable in any manner other than as provided in these Bylaws.

9.5 By the Owner. It is acknowledged that the foregoing provisions specify the only insurance required to be obtained and maintained by the Association and that the following insurance shall be obtained and maintained by each Owner, as specified.

9.5.1 Insurance on any additions or improvements made by the Owner to his or her Unit or Units shall be purchased and maintained for the full insurable value thereof, unless the Owner presents in writing to the Board of Directors evidence that the additions or improvements made by the Owner to his or her Unit are insurable under the insurance issued pursuant to Section 9.1.1 and the Board of Directors, after consultation with the Association's insurer, concurs that such additions or improvements are insured under such insurance and, if necessary, the Association's insurer undertakes the requisite action to cause the additions or improvements to be added to the policy issued pursuant to Section 9.1.1. Insurance also shall be purchased for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his or her Unit or Units, and his or her personal property and chattels stored elsewhere on the Property, including his or her automobile or automobiles, and for loss of use and occupancy of his or her Unit or Units in the event of damage. Owners shall be responsible for insuring the deductible amount under the Association's policies. The Association shall notify all Owners of the amount of the deductible under the Association policies, and to the extent reasonably practicable, the Association shall give at least 30 days' notice to the Owners of any increase in the deductible proposed in renewal or replacement insurance policies. Any such policy or policies of insurance shall contain waivers of subrogation against the Association, its manager, agents, employees and servants, and against the other Owners and any members of their households, except for vehicle impact, arson and fraud.

9.5.2 Public liability insurance in the amount reasonably set by the Board of Directors no more often than every three years, covering any liability of any Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Association, including, without limitation, damages caused by fixtures, equipment, or personal property under the custody, care, or control of the Owner.

9.6 Fannie Mae and GNMA Requirements. Notwithstanding any other provisions of these Bylaws, the Association shall continuously maintain in effect such casualty,

flood and liability insurance and a fidelity bond meeting the insurance and fidelity requirements for condominium projects established by FannieMae and Government National Mortgage Association, so long as either is a Mortgagee or Owner of a Unit within the Condominium, except to the extent such coverage is not available or has been waived in writing by FannieMae or Government National Mortgage Association. FannieMae or FannieMae's servicer, its successors and assigns, shall be named as a mortgagee in the Association's policies.

10. AMENDMENTS TO BYLAWS.

10.1 How Proposed. Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by Owners holding at least 33 percent of the voting power of the Association. 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.

10.2 Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the Owners and may be approved by a majority of the Owners at a meeting called for this purpose. Owners not present at the meeting considering such amendment may express their approval in writing or by proxy delivered to the Board of Directors at or prior to such a meeting. Any resolution shall be approved by at least a majority of the Owners, except that any resolution containing an amendment relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy a Primary Unit and limitations on leasing or rental of Primary Units shall be approved by at least 75 percent (75%) of the voting power of the Association, and except that any provision of these Bylaws that is required to be in the Declaration may be amended only in accordance with the requirements governing amendment of the Declaration. In addition to the foregoing approval requirements, amendment of the following provisions of these Bylaws shall require the prior written approval of at least 51 percent (51%) of those holders of first Mortgages on Primary Units (based upon one vote for each first Mortgage held) who have given written notice to the Association requesting notification of any proposed action that requires the consent of a specified percentage of eligible Mortgagees: (i) Section 8.1, which addresses maintenance and repair; (ii) Article 9, which addresses insurance requirements; and (iii) any other provision of these Bylaws which expressly benefits Mortgagees of Units or insurers or guarantors of such Mortgages. Any approval of a Mortgagee required under this Section 10.2 may be presumed by the Association if the Mortgagee fails to submit a response to a written proposal for an amendment to these Bylaws within thirty (30) days after it receives notice of such proposal by certified or registered mail, return receipt requested. For so long as Declarant remains the owner of one or more Primary Units, the Bylaws may not be modified, added to, amended or repealed so as to eliminate, change, or impair any rights, privileges, easements, licenses or exemptions granted therein or herein to the Declarant or its designee, or otherwise adversely affect the Declarant or such designee, without the Declarant's or such designee's prior written consent in each instance.

10.3 Execution and Recording. An amendment shall not be effective until certified by the Chairperson and Secretary of the Association, approved by the Real Estate Commissioner of the State of Oregon if required by law, and recorded in the deed records of Multnomah County, Oregon as required by law.

10.4 Rights of Declarant. Nothing in this Article 10 shall limit the right of the Declarant to approve amendments to the Bylaws pursuant to Section 19 of the Declaration.

11. LITIGATION.

11.1 By Less than All Owners. If any action is brought by one or more but less than all Owners on behalf of the Association and recovery is obtained, the plaintiff's expenses, including reasonable counsel's fees, shall be a common expense; provided, however, that if such action is brought against all of the Owners or against the Board of Directors, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the plaintiff's expenses, including counsel's fees, shall not be charged to or borne by the other Owners, as a common expense or otherwise.

11.2 Complaints Against. Complaints brought against the Association, the Board of Directors or the officers, employees, or agents thereof, in their respective capacities as such, or against the Property as a whole, shall be directed to the Board of Directors, which shall promptly give written notice thereof to the Owners and any Mortgagees who have requested notice thereof and shall be defended by the Board of Directors, and the Owners and Mortgagees shall have no right to participate other than through the Board of Directors in such defense. One or more Owners shall have the right to enjoin, abate, or remedy by appropriate legal proceedings any failure by the Association or the Board of Directors to comply with the provisions of the Declaration, these Bylaws, or any Rule or Regulation. Complaints against one or more, but less than all of the Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Board of Directors and to the Mortgagees having an interest in such Units, and shall be defended by such Owners.

11.3 Mediation. Prior to initiating litigation, arbitration or an administrative proceeding in which the Association and a Unit Owner have an adversarial relationship, all claims shall first be submitted to mediation within Multnomah County, Oregon with any dispute resolution program available that is in substantial compliance with the standards and guidelines adopted under ORS 36.175, as it may be amended. The foregoing requirement does not apply to circumstances in which irreparable harm to a party will occur due to delay or litigation or an administrative proceeding initiated to collect assessments, other than assessments attributable to fines.

11.4 Limitations on Actions. Notwithstanding any other provision of the Declaration or these Bylaws, the Association shall not expend or commit to expend in excess of \$2,500 for attorneys' fees and costs for any specific litigation or claim matter or enter into any contingent fee contract on any claim in excess of \$100,000 unless first approved by at least 75 percent of the outstanding votes of the Owners. The foregoing limitation shall not apply to actions for delinquent assessments or other charges under the Declaration or these Bylaws, for actions initiated by the Association during Declarant's period of administrative control pursuant to Section 19 of the Declaration; for actions challenging ad valorem taxation or condemnation proceedings; initiated against any contractor or vendor hired by the Association or supplier of goods and services to the Association; to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it; actions to appoint a receiver pursuant to Section 5.9 of these Bylaws; actions to summarily abate and remove a structure or condition that violates the Declaration or these Bylaws; or for the defense of the Association of an action or proceeding brought against the Association (except for non-mandatory counterclaims).

11.5 No Attorneys' Fees. Except as specifically provided for in the Declaration or these Bylaws, no party in an arbitration, mediation or other proceeding shall be entitled to recover costs and attorneys' fees in connection therewith.

11.6 Suits Against Declarant. Declarant shall have the right to be present at any meeting of the Association during which the Board of Directors or the Owners vote on whether to initiate legal action against Declarant. The Board of Directors shall provide Declarant with at least 10 days written notice of the time and place of any such meeting.

11.7 Initial Dispute Resolution Procedures. In the event of a claim by the Association or any Owner against Declarant or any contractor, subcontractor, or supplier for a construction defect, the parties shall first comply with the provisions contained in ORS 701.550 to 701.595. In the event the claim is not for a construction defect, but relates to a claimed defect in the condition of the project, the parties shall follow the same procedures as set forth in such provisions, except that the notice of defect shall include a statement of the basis upon which the recipient is claimed to be liable for the defect. Compliance with the procedures contained in this Section 11.7 shall be a condition precedent to mediation, arbitration or litigation of any such claims.

12. MISCELLANEOUS.

12.1 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 by written notice thereof to each Owner. All notices to any Owner shall be sent to such address as may have been designated by him or her from time to time, in writing, to the Board of Directors, or if no address has been designated, then to the Owner's Primary Unit.

12.2 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.

12.3 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 remainder 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.

12.4 Action Without a Meeting. Any action that the Act, the Declaration or the Bylaws require or permit the Owners 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 entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the Owners, shall be filed in the records of minutes of the Association. For votes of the Owners by written ballot, the Board of Directors shall provide Owners with at least 10 days' notice before written ballots are mailed or otherwise delivered. The notice shall state the general subject matter of the vote by written ballot, the right of Owners to request secrecy procedures specified in ORS 100.425, the date after which ballots may be distributed, the date and time by which any petition must be received by the Board requesting secrecy procedures, and the address where such a petition may be delivered. If, at least three (3) days before written ballots are scheduled to be mailed or otherwise distributed, at least 10 percent of the Owners petition the Board of Directors requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the Owner, and instructions for mailing and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined

or counted before the deadline for returning ballots has passed. Notwithstanding the foregoing, action by written ballot may not substitute for the Turnover Meeting or the annual meeting of the Association.

12.5 Conflicts. These Bylaws are intended to comply with the Act and the Declaration. In case of any irreconcilable conflict, the Act and Declaration shall control over these Bylaws, any amendments hereto or any Rules and Regulations adopted hereunder.

12.6 Liability Survives Termination. The sale or other disposition of his or her Unit or Units shall not relieve or release any former Owner from any liability or obligation incurred or in any way connected to such ownership, nor shall such termination impair any rights or remedies that the Association may have against such former Owner arising out of or in any way connected with such ownership and the covenants and obligations incident thereto.

12.7 Indexing. Whenever any dollar amount is specified in these Bylaws, such amount shall be automatically adjusted each January 1 based upon any changes in the Consumer Price Index - All Items - for all urban consumers published by the U.S. Bureau of Labor Statistics (or any generally accepted substitute for such index, if such index shall be discontinued) using the index for January 2006 as the base year.

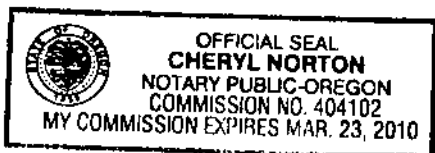
12.8 Declarant as Owner. Except as expressly provided in these Bylaws and the Declaration, Declarant shall, with respect to any Units owned by Declarant, enjoy any and all rights, and assume any and all obligations, enjoyed or assumed by an Owner.

Dated at Portland, Oregon, this FIRST day of SEPTEMBER, 2006 being hereby adopted by the undersigned Declarant on behalf of the Association.

DECLARANT: THE VAUX #549 LIMITED PARTNERSHIP, a Texas limited partnership
By: THE VAUX 2004, INC., a Texas corporation
Its: general partner
By: [Signature]
Its: President

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on SEPTEMBER 1, 2006, by ROBERT A. HINNEN, the PRESIDENT of The Vaux 2004, Inc., a Texas corporation, general partner of The Vaux #549 Limited Partnership, a Texas limited partnership, on behalf of and as the act and deed of said limited partnership.



Cheryl Norton
Notary Public for Oregon
My Commission Expires: MARCH 23, 2010

#3

When recorded, return to:
Patrick R. MacQueen
Lewis and Roca LLP
40 North Central Avenue
Phoenix, Arizona 85004

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
E19 3
Total : 31.00
2006-184015 10/03/2006 11:17:41am
ATKLM

(Space above this line for Recorder's use)

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "Assignment") is executed and delivered as of October 3, 2006 (the "Effective Date") by The Vaux #549 Limited Partnership, a Texas limited partnership ("Assignor"), and Vaux Holdings LLC, a Delaware limited liability company ("Assignee").

ASSIGNOR AND ASSIGNEE EXECUTE AND DELIVER THIS AGREEMENT on the basis of the following facts, intentions and understandings:

A. Assignor and The Prudential Insurance Company of America have entered that certain Agreement to Make Subsequent Contribution, dated as of October 3rd 2006 (the "Agreement") providing for, among other things, the conveyance to Assignee of certain real property situated in Portland, Oregon, together with two 4-story residential buildings located thereon and approximately 175 parking spaces located in an adjoining parking structure (collectively, "Property").

B. Assignor is the holder of certain rights as the "Declarant" pursuant to that certain Declaration of Condominium Ownership for the Vaux Condominiums, dated September 1, 2006 and recorded in the public records of Multnomah County, Oregon as Fee No. 2006-174967 of Official Records (the "Declaration").

C. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Declaration, as Declarant, upon the following terms and conditions.

NOW, THEREFORE, IN CONSIDERATION of the purchase of the Property by Assignee from Assignor, Assignor and Assignee hereby agree as follows:

1. Assignment and Conveyance. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest as Declarant in, to and under the Declaration.

2. Assumption. Assignee hereby accepts such assignment and assumes all obligations of Declarant under the Declaration arising from and after the Effective Date.

20
5
11
36

FATCO. NO. ncs-138484

3

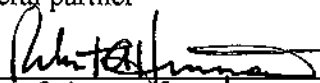
3. Successors and Assigns. All of the terms, covenants and conditions set forth herein shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

"Assignor"

THE VAUX #549 LIMITED PARTNERSHIP

By: The Vaux 2004, Inc., a Texas corporation,
its general partner


By: 
Name: Robert A. Hinren
Title: President

"Assignee"

VAUX HOLDINGS LLC, a Delaware
limited liability company

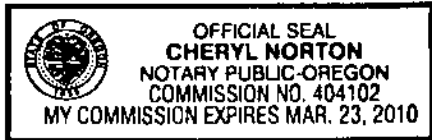
By: The Vaux #549 Limited
Partnership, a Member

By: The Vaux 2004, Inc., a Texas
corporation, its general
partner

By: 
Name: Robert A. Hinren
Title: President

STATE OF OREGON)
) ss.
County of MULTNOMAH)

On this 27TH day of SEPTEMBER, 2006, personally appeared the above named ROBERT A. HUNNEN who, being first duly sworn, did say that (s)he is the RESIDENT of The Vaux 2004, Inc., a Texas corporation, the general partner of The Vaux #549 Limited Partnership, a Texas limited partnership, and that the foregoing instrument was signed in behalf of said partnership, and (s)he acknowledged said instrument to be its voluntary act and deed. Before me:

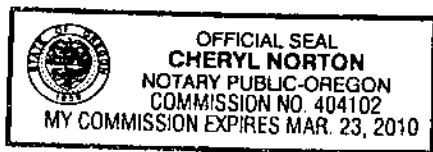


Cheryl Norton
Notary Public

My commission expires:
MARCH 23, 2010

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 27TH day of SEPTEMBER, 2006, personally appeared the above named ROBERT A. HUNNEN, who, being first duly sworn, did say that (s)he is the PRESIDENT of The Vaux 2004, Inc., a Texas corporation, the general partner of The Vaux #549 Limited Partnership, a Texas limited partnership, a member of Vaux Holdings LLC, a Delaware limited liability company, and that the foregoing instrument was signed in behalf of said partnership, and (s)he acknowledged said instrument to be its voluntary act and deed. Before me:



Cheryl Norton
Notary Public

My commission expires:
MARCH 23, 2010

After Recording Return to:

P. Stephen Russell III, P.C.
LANDYE BENNETT BLUMSTEIN LLP
1300 SW Fifth Avenue, Suite 3500
Portland OR 97201
Phone: 503.224.4100

**AMENDMENT TO BYLAWS
OF THE VAUX CONDOMINIUMS OWNERS' ASSOCIATION
TO PROHIBIT SMOKING**

The Bylaws of The Vaux Condominium Owners' Association were recorded as an exhibit to the Declaration of Ownership for the Vaux Condominiums on September 20, 2006, in the records of Multnomah County, Oregon, as Document No. 2006-174967 (the "Bylaws"). The Oregon Condominium Act, at ORS 100.415(1)(q) and (r) provide that the Association's Bylaws shall set forth any restrictions on the enjoyment of the units and common elements, and any restrictions on use or occupancy of units. Section 7.24 of the Bylaws currently prohibits smoking tobacco or similar products on decks, balconies, and porches, and in all common areas of the Condominium.

From time to time, residents within the Condominium have complained to the Board of Directors that second-hand smoke has infiltrated their individual units, apparently originating from people smoking within adjacent units. The Association members recognize that creating a 100% smoke-free environment is the only way to protect people from the harmful effects of second-hand tobacco smoke. In accordance with the procedures set forth in the Association's governing documents and under applicable law, the owners have adopted the following amendment to the Bylaws:

Section 7.24 of the Bylaws is hereby amended to read in its entirety as follows:

Section 7.24. Smoking Prohibited. Effective as of 90 days after the recording of this amendment, smoking of tobacco or other products is prohibited on or within all common element areas of the Condominium, including both general and limited common element areas, and within all units in the Condominium. Without limiting the generality of the foregoing, this prohibition applies to all general and limited common element areas of the Condominium, whether indoors or outdoors, including, without limitation, patios, balconies, garages, private streets, lobbies, hallways, walkways, landscaped areas, and within all Condominium units. Smoking is defined to include carrying, burning or otherwise handling or controlling any lighted or smoldering product containing tobacco or any other product or substance capable of being smoked and inhaled, including, but not limited to, cigarettes, cigars or pipes. Each owner is responsible for the compliance with this rule by the owner and all residents within the owner's unit, and for all guests and invitees of such owner. A violation of this

prohibition may result in a fine pursuant to the Association's fine schedule as adopted and amended from time to time by the Board of Directors.

IN WITNESS WHEREOF, the Vice Chairman of the Vaux Condominiums Owners' Association hereby certify that this Amendment has been properly adopted pursuant to the necessary voting rights of owners at the Vaux Condominiums.

THE VAUX CONDOMINIUMS OWNERS' ASSOCIATION

By: [Signature]
Vice Chairman

STATE OF OREGON)
County of Multnomah) ss. January 21st, 2014

Personally appeared before me the above-named Ronald Jean Kinley and who, being duly sworn, did say that he is the Vice Chairman of the Vaux Condominiums Owners' Association, , and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.

[Signature]
Notary Public for Oregon



IN WITNESS WHEREOF, the Secretary of the Vaux Condominiums Owners' Association hereby certify that this Amendment has been properly adopted pursuant to the necessary voting rights of owners at the Vaux Condominiums.

THE VAUX CONDOMINIUMS OWNERS' ASSOCIATION

By: [Signature]
Secretary SARA BURTON

STATE OF OREGON
County of Multnomah } ss. February 6, 2014

Personally appeared before me the above-named Sara Burton and who, being duly sworn, did say that ___ is the Secretary of the Vaux Condominiums Owners' Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors. and acknowledged said instrument to be its voluntary act and deed.

[Signature]
Notary Public for Oregon

