

W.L. MORGAN HISTORIC CONDOMINIUMS

A PORTION OF BLOCK 35 KING'S SECOND ADDITION
TO THE CITY OF PORTLAND, SITUATED IN THE S.W. 1/4 OF SECTION 33,
T.1N., R.1E., WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

SURVEYED: JUNE 10, 1992

SURVEYORS CERTIFICATION OF COMPLETION

I, TERRY L. GOODMAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT OF "W.L. MORGAN HISTORIC CONDOMINIUMS", FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS AND OF THE BUILDINGS, AND THAT CONSTRUCTION OF THE UNITS AND BUILDINGS, AS DEPICTED ON SUCH PLAT, HAS BEEN COMPLETED.

EXECUTED THIS 12th DAY OF MARCH, 1993

Terry L. Goodman
TERRY L. GOODMAN

DECLARATION

KNOX ALL PERSONS BY THESE PRESENTS, THAT GREGORY P. AND RISA W. DOLINAJEC, HUSBAND AND WIFE TOGETHER WITH PORT WEST PROPERTIES, INC., AN OREGON CORPORATION AS OWNERS OF THE LANDS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE TO BE THE GRANTEES, WHO DO HEREBY CERTIFY THAT THE "W.L. MORGAN HISTORIC CONDOMINIUMS" AND PROVISIONS OF THE OREGON CONDOMINIUM ACT.

THERE ARE NO WATER RIGHTS APPURTENANT TO THIS PROPERTY.

EXECUTED THIS 16th DAY OF MARCH, 1993

DECLARANT

Rudolph P. Dolinajec
GREGORY P. DOLINAJEC

Risa W. Dolinajec
RISA W. DOLINAJEC

ACKNOWLEDGEMENT)
STATE OF OREGON) SS
MULTNOMAH COUNTY)

THIS CERTIFIES THAT ON THIS 16th DAY OF MARCH, 1993 BEFORE ME, TERRY L. GOODMAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND DOES HEREBY ACKNOWLEDGE SAID INSTRUMENT TO BE OF HIS OWN FREE ACT AND DEED.

Bucky P. Jansen
DECLARANT



ACKNOWLEDGEMENT)
STATE OF OREGON) SS
MULTNOMAH COUNTY)

THIS CERTIFIES THAT ON THIS 16th DAY OF MARCH, 1993 BEFORE ME, PERSONALLY APPEARED RISA W. DOLINAJEC WHO, BEING FIRST DULY SWORN DID SAY THAT SHE IS THE IDENTICAL PERSON NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND DOES HEREBY ACKNOWLEDGE SAID INSTRUMENT TO BE OF HER OWN FREE ACT AND DEED.

Bucky P. Jansen



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APPROVALS

CITY OF PORTLAND,
APPROVED THE 14th DAY OF MARCH, 1993
CITY OF PORTLAND, BUREAU OF BUILDINGS

BY: *Theresa M. Thibodeau*

MULTNOMAH COUNTY

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 100.110 HAVE BEEN PAID AS OF THE 2nd DAY OF April, 1993

DIRECTOR, DIVISION OF ASSESSMENT AND TAXATION
MULTNOMAH COUNTY, OREGON.

BY: *Janice J. Hubbard*
DEPUTY

APPROVED THE 25th DAY OF MARCH, 1993
COUNTY SURVEYOR, MULTNOMAH COUNTY, OREGON

BY: *Dennis K. Gandy*

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS

I DO HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM PLAT WAS RECEIVED FOR RECORD AND RECORDED THE 2nd DAY OF April, 1993 AT 1:48 P M IN BOOK 1224 ON PAGES 84-89 COUNTY RECORDING OFFICE

BY: *Tom Wyatt*
DEPUTY

DOCUMENT NO. 041165H



I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE PLAT OF "W.L. MORGAN HISTORIC CONDOMINIUMS"
1717
SURVEY PREPARED BY:
G & L LAND SURVEYING, INC.
7905 S.W. NIMBUS AVE.
BEAVERTON, OR 97005
PH: 841-0308

BOOK 1224, PAGE 84
APRIL 2, 1993

W-67-5-10

0-5-79-11

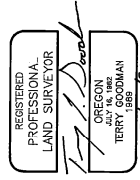
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W.L. MORGAN HISTORIC CONDOMINIUMS

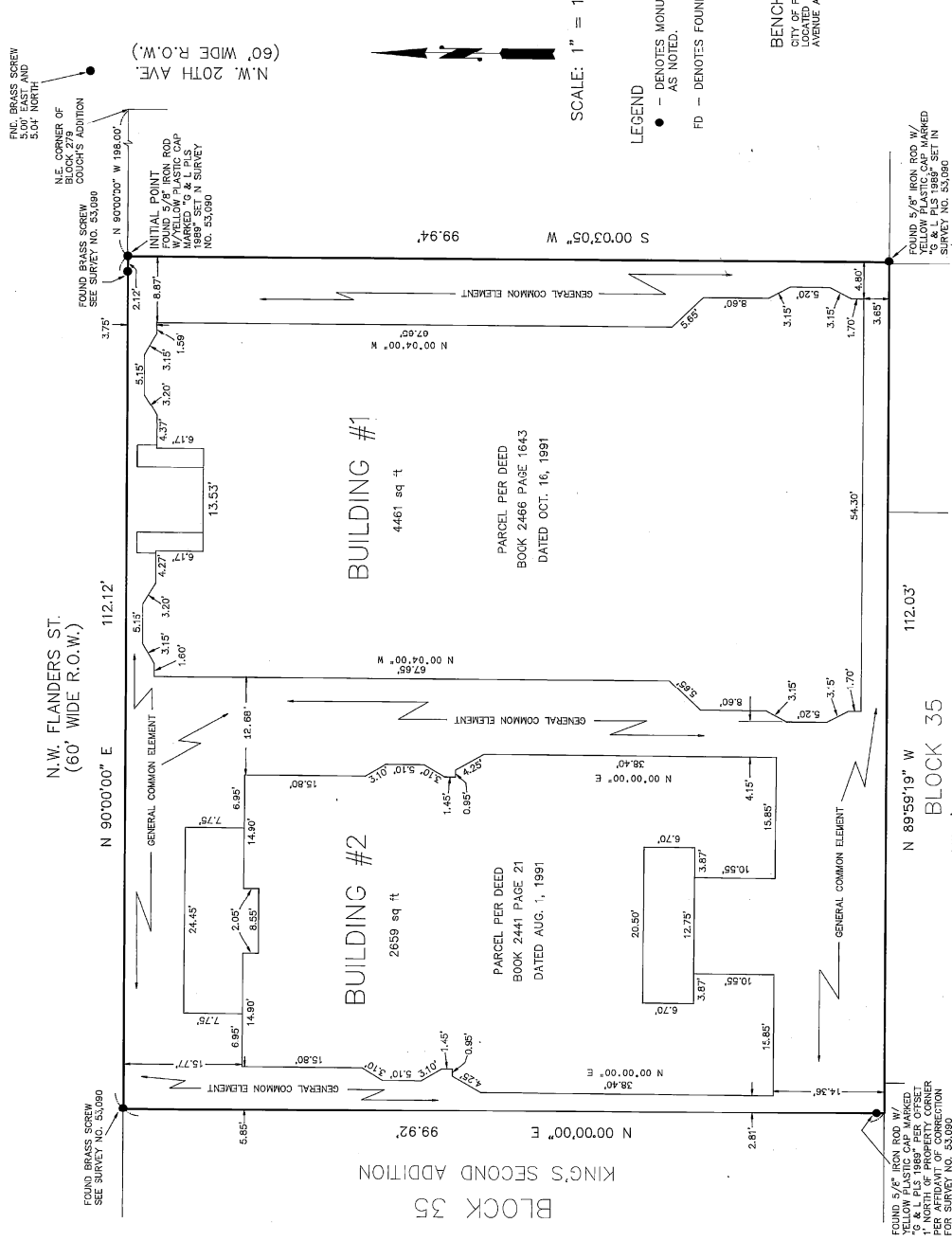
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T.1N., R.1E., WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

SURVEYED: JUNE 10, 1992

SURVEYOR'S CERTIFICATE
I, TERRY GOODMAN, HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED IN THE ANNEXED MAP OF "W.L. MORGAN HISTORIC CONDOMINIUMS" BEING A TRACT OF LAND LOCATED IN THE SECOND ADDITION OF THE CITY OF PORTLAND, LOCATED IN THE S.W. 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, AND THAT AS THE INITIAL POINT I HELD FOUND IN MULTNOMAH COUNTY, OREGON, AND THAT AS THE INITIAL CAP MARKED "G & L PLS 1989" IN THE NORTH LINE OF SAID BLOCK 35 OF KING'S SECOND ADDITION BEING N 80°00'00" W, ALONG THE FROM THE NORTHEAST CORNER OF BLOCK 279 OF COLICH'S ADDITION, SAID NORTHEAST CORNER BEING WITNESSED BY A FOUND BRASS SCREW FOUND SURVEY NO. 53,090 AND RECORDED IN SURVEY NO. 53,090 TRACT OF LAND AS SURVIVED AND RECORDED IN SURVEY NO. 53,090 OF N.W. 20TH AVENUE, 39.94 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP MARKED "G & L PLS 1989", THENCE N 89°39'19" W 112.03 FEET TO THE N.E. CORNER OF BLOCK 279 OF COLICH'S ADDITION, PLS 1989 BEING 150.40 FEET EAST OF THE EAST PROLONGED OF N.W. 21ST AVENUE, THENCE N 90°00'00" E, PARALLEL TO THE EAST SIDE OF SAID AVENUE, 59.92 FEET TO A BRASS SCREW IN CONCRETE OF THE SOUTH SIDE OF SAID AVENUE, THENCE N 89°39'19" W 112.03 FEET TO THE SOUTHWEST CORNER OF SAID AVENUE, THENCE N 90°00'00" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, 112.12 FEET TO THE INITIAL POINT.
CONTAINING 1,200 SQUARE FEET, OR 0.2± ACRES MORE OR LESS.



I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE PLAT OF "W.L. MORGAN HISTORIC CONDOMINIUMS"
TERRY GOODMAN P.L.S. 1989



SURVEY PREPARED BY:
CITY LAND SURVEYING, INC.
7905 S.W. NIMBUS AVE.
BEAVERTON, OR 97005
PH: 641-0308

W.L. MORGAN HISTORIC CONDOMINIUMS

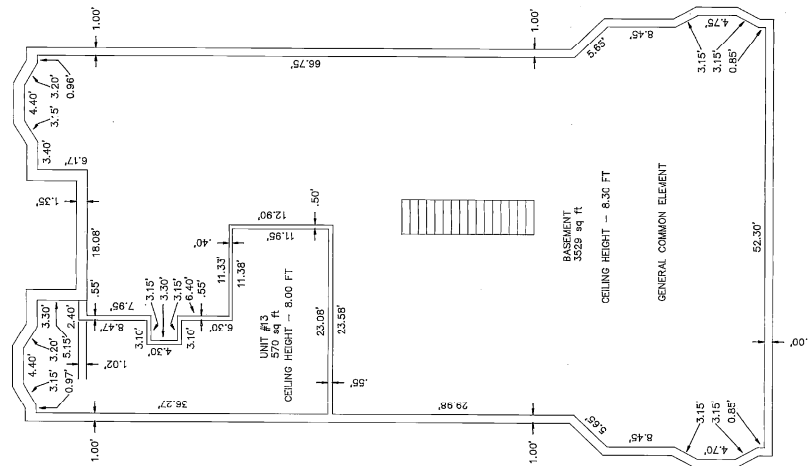
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SURVEYED: JUNE 10, 1992

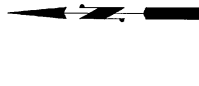
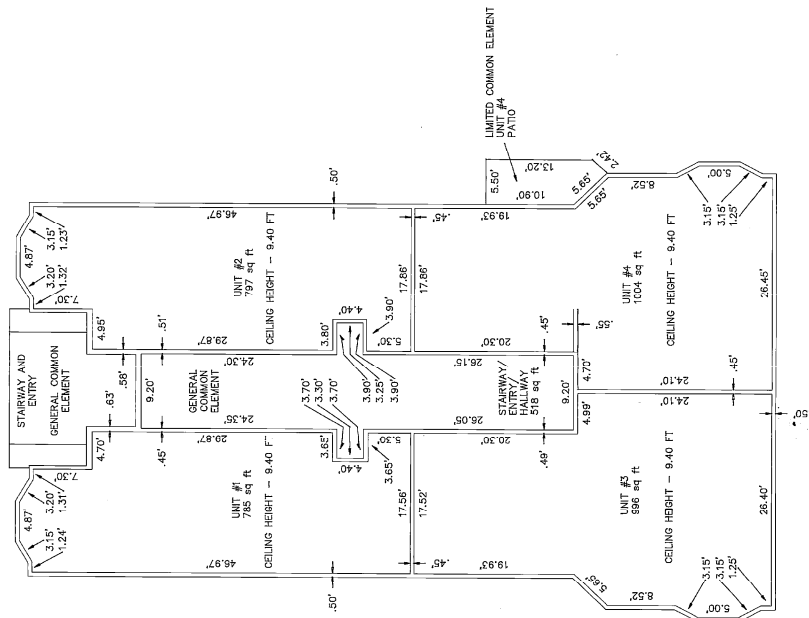
BUILDING #1

BASEMENT
FINISH FLOOR ELEVATION - 114.38

BENCHMARK: #2857 - BRASS DISK WITH NIPPLE LOCATED AT THE NE CORNER
CITY OF PORTLAND BENCHMARK #2857 - BRASS DISK WITH NIPPLE LOCATED AT THE NE CORNER
OF THE INTERSECTION OF NW 22ND AVENUE AND NW KING STREET ELEVATION - 116.28 FEET



FIRST FLOOR
FINISH FLOOR ELEVATION - 123.80



SCALE: 1" = 10'

I HEREBY CERTIFY THAT THIS IS A TRUE
AND EXACT COPY OF THE PLAT
OF THE W.L. MORGAN HISTORIC CONDOMINIUMS

TERRY GOODMAN P.L.S. 1989

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
TERRY GOODMAN
1989
3/12/93

W-67-5-0

W.L. MORGAN HISTORIC CONDOMINIUMS

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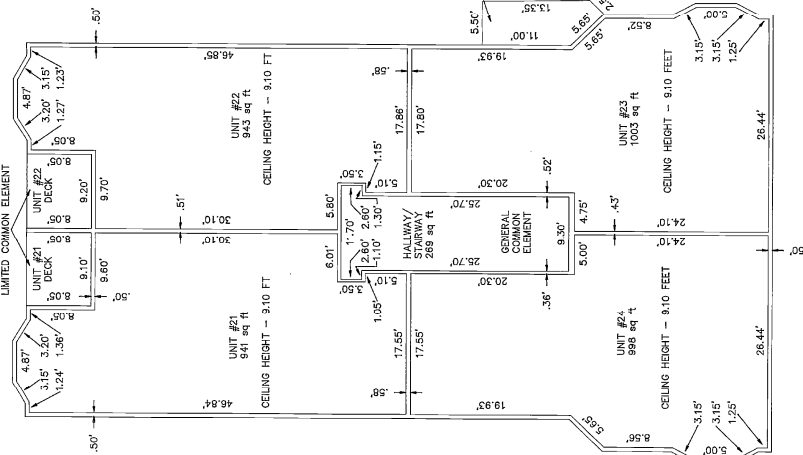
SURVEYED: JUNE 10, 1992

BUILDING #1

SECOND FLOOR

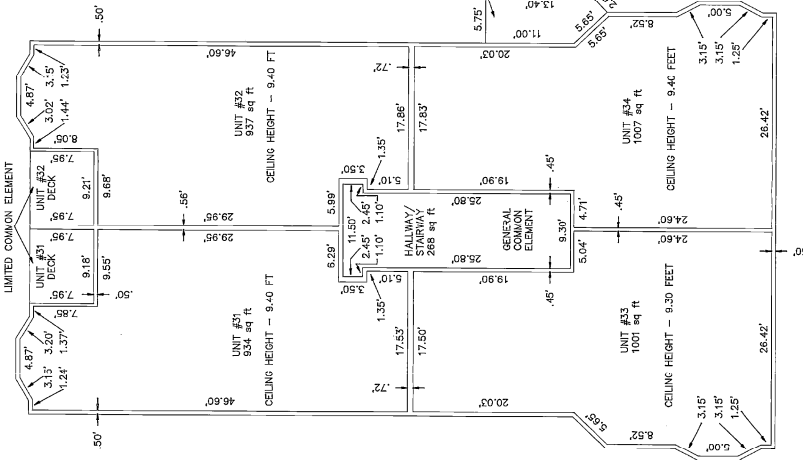
FINISH FLOOR ELEVATION - 133.73

BENCHMARK: #857 - BRASS DISK WITH NIPPLE LOCATED AT THE NE CORNER
CITY OF PORTLAND, INTERSECTION OF NW 22ND AVENUE AND NW IRVING STREET - ELEVATION - 116.29 FEET



THIRD FLOOR

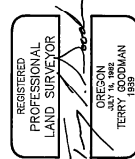
FINISH FLOOR ELEVATION - 143.94



SCALE: 1" = 10'

I HEREBY CERTIFY THAT THIS IS A TRUE
AND EXACT COPY OF THE PLAT OF
"W.L. MORGAN HISTORIC CONDOMINIUMS"

TERRY GOODMAN P.L.L.S. 1989



SURVEY PREPARED BY:
G & L LAND SURVEYING, INC.
7905 S.W. NIMBUS AVE.
BEAVERTON, OR 97005
PH: 641-0308

BOOK 1224, PAGE 87
APRIL 2, 1993

W-67-5-10

W.L. MORGAN HISTORIC CONDOMINIUMS

A PORTION OF BLOCK 35 KING'S SECOND ADDITION TO THE CITY OF PORTLAND, SITUATED IN THE S.W. 1/4 OF SECTION 33, T.1N., R.1E., WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

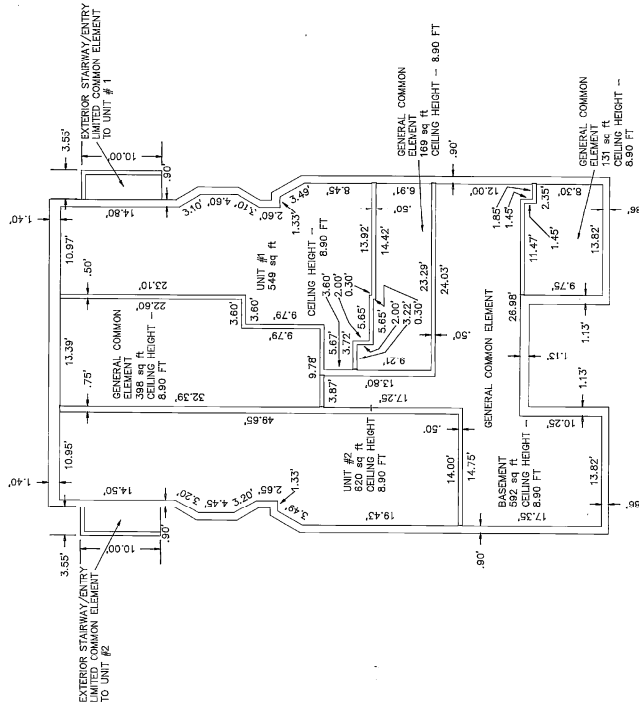
SURVEYED: JUNE 10, 1992

BUILDING #2

BASEMENT

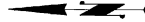
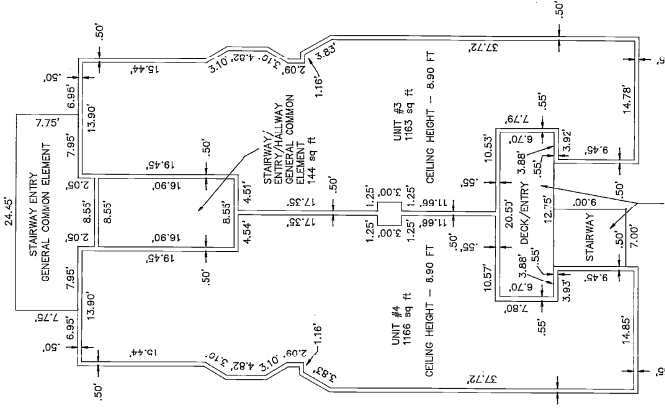
FINISH FLOOR ELEVATION - 115.04

BENCHMARK: CITY OF PORTLAND BENCHMARK #2857 - BRASS DISK WITH NIPPLE LOCATED AT THE NE CORNER OF THE INTERSECTION OF NW 22ND AVENUE AND NW IRVING STREET ELEVATION - 116.28 FEET



FIRST FLOOR

FINISH FLOOR ELEVATION - 123.60



SCALE: 1" = 10'

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE PLAT OF "W.L. MORGAN HISTORIC CONDOMINIUMS"

TERRY GODDARD P.L.L.S. 1989



W-67-5-0

W.L. MORGAN HISTORIC CONDOMINIUMS

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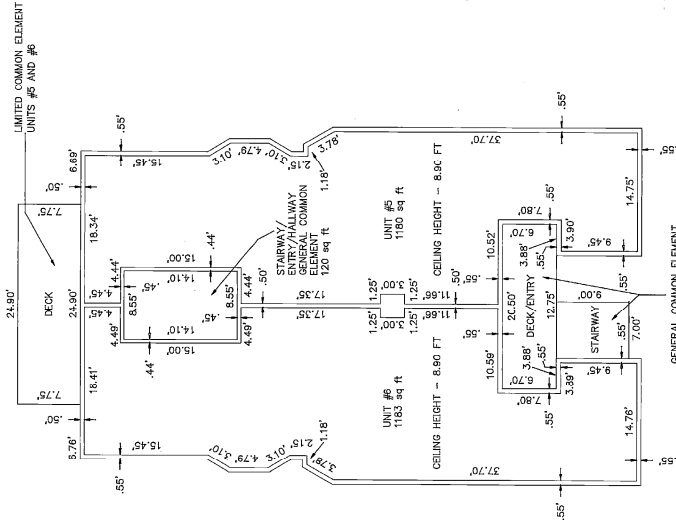
SURVEYED: JUNE 10, 1992

BUILDING #2

SECOND FLOOR

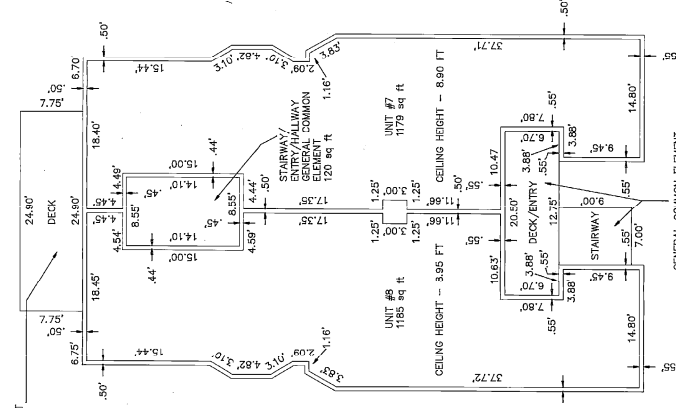
FINISH FLOOR ELEVATION - 133.63

BENCHMARK: PORTLAND BENCHMARK #2857 - BRASS DISK WITH NIPPLE LOCATED AT THE NE CORNER
OF THE INTERSECTION OF NW 22ND AVENUE AND NW IRVING STREET ELEVATION - 116.28 FEET



THIRD FLOOR

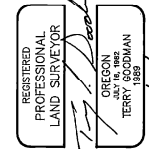
FINISH FLOOR ELEVATION - 143.34



SCALE: 1" = 10'

I HEREBY CERTIFY THAT THIS IS A TRUE
AND EXACT COPY OF THE PLAN FOR
"W.L. MORGAN HISTORIC CONDOMINIUMS"

TERRY GOODMAN P.L.S. 1989



W-67-5-0

T.1N., R.1E., WILLAMETTE N

SURVEYORS CERTIFICATION OF COMPLETION

I, TERRY L. GOODMAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT OF "W.L. MORGAN HISTORIC CONDOMINIUMS", FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS AND OF THE BUILDINGS, AND THAT CONSTRUCTION OF THE UNITS AND BUILDINGS, AS DEPICTED ON SUCH PLAT, HAS BEEN COMPLETED.

EXECUTED THIS 12th DAY OF MARCH, 1993

Terry L. Goodman
TERRY L. GOODMAN

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT GREGORY P. AND RISA W. DOLINAJEC, HUSBAND AND WIFE TOGETHER WITH PORT WEST PROPERTIES, INC. AN OREGON CORPORATION AS OWNERS OF THE LANDS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE DO HEREBY DECLARE THE ANNEXED MAP OF "W.L. MORGAN HISTORIC CONDOMINIUMS" TO BE TRUE AND CORRECT, AND DO HEREBY COMMIT SAID PROPERTY TO THE OPERATION AND PROVISIONS OF THE OREGON CONDOMINIUM ACT.

THERE ARE NO WATER RIGHTS APPURTENANT TO THIS PROPERTY.

EXECUTED THIS 16 DAY OF MARCH, 1993

DECLARANT

Gregory P. Dolinajec
GREGORY P. DOLINAJEC

Risa W. Dolinajec
RISA W. DOLINAJEC

ACKNOWLEDGEMENT)
STATE OF OREGON) SS
MULTNOMAH COUNTY)

THIS CERTIFIES THAT ON THIS 16 DAY OF March, 1993 BEFORE ME PERSONALLY APPEARED GREGORY P. DOLINAJEC WHO, BEING FIRST DULY SWORN DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND DOES HEREBY ACKNOWLEDGE SAID INSTRUMENT TO BE OF HIS OWN FREE ACT AND DEED.

Becky R. Jansen
DECLARANT



APR 2 1993

DECLARATION

SUBMITTING

W. L. MORGAN HISTORIC CONDOMINIUM
TO CONDOMINIUM OWNERSHIP

Filed by:
Port West Properties, Inc.,
an Oregon corporation

Dated:
Recorded:
Book:

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this ___ day of _____, 1992, by PORT WEST PROPERTIES, an Oregon corporation, hereinafter called "Declarant".

Declarant proposes to create a condominium to be known as W. L. Morgan Historic Condominiums, which will be located in the City of Portland, Multnomah County, Oregon. The purpose of this declaration is to submit W. L. Morgan Historic Condominiums to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act. The Condominiums will be used for residential purposes.

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

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

1.1 "By-Laws" means the By-Laws of the Association of Unit Owners of W. L. Morgan Historic Condominiums adopted pursuant to Section 12 below and as the same may be amended from time to time.

1.2 "Declarant" means Port West Properties, Inc. and its successors and assigns.

1.3 "Plans" means the plat or site plan and floor plans of W. L. Morgan Historic, recorded simultaneously with the recording of this declaration, referred to herein as Exhibit "A".

1.4 "Incorporation by Reference". Except as otherwise provided in this declaration, each of the terms defined in ORS 100.005, a part of the Oregon Condominium Act, shall have the meanings set forth in such section.

APR 2 1993

2. PROPERTY SUBMITTED. The property submitted to the Oregon Condominium Act hereunder is held by Declarant under a purchase agreement with the fee owner and conveyed by Declarant and the fee owners in fee simple estate. The land submitted hereunder is located in King's Second Addition to the City of Portland, Multnomah County, Oregon, and is more particularly described in the Plans. Such property includes the land so described, all buildings, improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all personal property used in connection therewith.

3. Name. The name by which the property submitted hereunder shall be known as "W. L. Morgan Historic Condominiums."

4. Units.

4.1 General Description of Buildings. The W. L. Morgan Historic Condominiums consist of two buildings - the Dayton and Ormonde. The Ormonde building consists of thirteen units on three floors plus a full basement. It is of wood frame construction with stucco and wood exterior. The Dayton consists of eight units, three full floors plus a full basement. It is of wood frame construction with stucco and wood exterior.

4.2 General Description, Location and Designation of Units. The condominium consists of a total of twenty-one units, all of which are residential. The dimensions, designation and location of each unit is shown in the plans filed simultaneously herewith and made a part of this declaration as if fully set forth herein. A general description and approximate area of each unit is shown on Exhibit "B" attached hereto.

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

5. GENERAL COMMON ELEMENTS. Each unit will be entitled to an undivided percentage ownership interest in the common elements determined by the ratio which the area of the unit bears to the total area of all the units combined as shown on Exhibit "B" attached hereto and made a part hereof. The general common elements consist of the following:

5.1 The land, pathways, fences, grounds, and uncovered parking areas and driveways, if any.

such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

8. COMMON PROFITS AND EXPENSES: VOTING

8.1 The common profits derived from and the common expenses of the common elements shall generally be distributed and charged to the owner of each unit according to the percentage of undivided interest of such unit in the general common elements as determined by the ratio which the unit bears to the total area of all the units combined as shown in Exhibit B attached hereto and made a part hereof, except bookkeeping, garbage and maintenance will be charged equally to units. The Dayton has a oil central heating system, which heats all units and oil is also used to provide hot water. In order to allocate the cost of oil as it relates to heating each unit in the Dayton, an amount equal to the gas bill for the hot water in the Ormonde will be deducted from the oil bill of the Dayton and that amount, along with the gas bill, will be treated as a common expense. The remaining balance of the oil cost will be allocated to each unit in the Dayton as a heating expense based on their individual square footage as a percentage of the square footage of the Dayton that is set forth in Exhibit "C". Original purchasers of the units will be required to pay one hundred (\$100.00) dollars each as a reserve toward expenses. Maintenance shall be defined as the day to day cleaning and up keep of the common elements but shall not include capital improvements, replacement, and/or repair to structural elements.

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

9. SERVICE OF PROCESS. The name of the person to receive service of process is named in Condominium Information Report which will be filed with the Secretary of State in accordance with ORS 100.250 (1).

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

APR 2 1993

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

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

5.4 The lobby and the basement storage and maintenance area.

5.5 Hallways, stairways, entrances and exits which are not part of the unit.

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

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

6.1 All patios and decks, except for the outside exterior surfaces thereof and the exterior stairway/entry to units 1 and 2 of the Dayton.

7. USE OF PROPERTY: MAINTENANCE.

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

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

APR 2 1993

any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

11. DECLARATION OF THE BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS. The prior written approval of 75 percent of the holders of first mortgages or beneficiaries of first deed of trust on units in the condominium (based upon one vote for each first mortgage or deed of trust owned) must be obtained for the following:

11.1 Abandonment or termination of the condominium regime:

11.2 Except as provided in Section 13.4 any change in the prorate interest or obligations of any individual unit for (a) the purpose of levying assessments or charges of allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the prorate share of ownership of each unit in the common elements;

11.3 Partition or subdivision of any unit;

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

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

12. ADOPTION OF BYLAWS, APPOINTMENT OF INTERIM BOARD, AND DESIGNATION OF MANAGER. Upon the execution and the filing of this declaration, the Declarant shall adopt Bylaws for the Association of Unit Owners of W. L. Morgan Historic Condominiums, which Bylaws are attached hereto as Exhibit "D" and are filed simultaneously herewith. At the same time, Declarant will appoint an interim Board of Directors of the Association, which directors shall serve until their successors have been elected as provided in the Bylaws. Such interim board of directors may appoint a manager or managing agent for the condominium on behalf of the association of unit owners, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation and maintenance of the condominium, at the expense of the association, from the date

of its appointment. Each unit owner shall be a member of the association. Notwithstanding any other provision of this section, any management agreement or other contract providing for services by Declarant shall provide for termination on 90 days' written notice and shall have a maximum contract term of three years.

13. AMENDMENT.

13.1 Approval Required. Except as may otherwise be provided in this declaration or by the Oregon Condominium Act, this declaration may be amended if such amendment is approved by 75 percent of the voting power of the unit owners. No amendment may change the size, location, percentage interest in the general common elements, share of common profits or expenses, or voting power of any unit unless such amendment has been approved by the owners of the affected unit and the holders of any mortgage or trust deed on such unit. If required by law, any amendment to this Declaration shall be approved by the Real Estate Commissioner. Sections 11 and 7.2 may not be amended without the written consent of all holders of first mortgages and beneficiaries of first deeds of trust on units in the condominium.

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

14. ASSOCIATION POWERS. The Association, subject to ORS 100.405(6), shall have the authority to execute, acknowledge, deliver and record on behalf of the unit owners leases, easements, rights of way, licenses and other similar interests affecting the general common elements.

15. SEVERABILITY. The determination of invalidity, by any court, of any provisions or restrictions imposed by this declaration or the Bylaws, or of any provisions or restrictions thereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this declaration or the Bylaws, and all of the terms thereof shall be severable.

IN WITNESS WHEREOF, Declarant has caused this
declaration to be executed this 15 day of Feb, 1993.

Port West Properties, Inc.

By: Gregory P. Dolinajec
President

By: Gregory P. Dolinajec
Gregory P. Dolinajec

By: Risa Dolinajec
Risa Dolinajec

Acknowledged.

APR 2 1993

STATE OF OREGON,

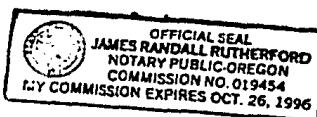
County of Multnomah

)
) ss.

This instrument was acknowledged before me on February 25,
1993, by Gregory P. Dolinayec
as President
of Port West Properties

James Randall Rutherford
Notary Public for Oregon

My commission expires: Oct 26, 1996



STATE OF OREGON,

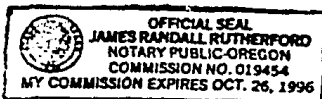
County of Multnomah

)
) ss.

This instrument was acknowledged before me on
February 25, 1993, by Gregory P.
Dolinayec

James Randall Rutherford
Notary Public for Oregon

My commission expires: Oct 26, 1996



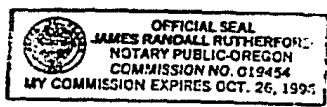
APR 2 1993

STATE OF OREGON,)
County of Multnomah) ss.

This instrument was acknowledged before me on
February 25, 1993, by Risa Dolinayce

James Randall Rutherford
Notary Public for Oregon

My commission expires: Oct 26, 1996



Janice Hubbard
County Assessor

Janice Hubbard
County Tax Collector

The foregoing Declaration is approved pursuant to ORS
100.110 this 2nd day of April, 1993.

Morella Larsen,
Real Estate Commissioner

By: Stan F. Magruder



W.L. MORGAN HISTORIC CONDOMINIUMS
A PORTION OF BLOCK 35 KING'S SECOND ADDITION
TO THE CITY OF PORTLAND, SITUATED IN THE S.W. 1/4 OF SECTION 33,
T.1N., R.1E., WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

BOOK PAGE
SHEET 1 OF 8

DATED: JUNE 10, 1992

SUBJECTS CERTIFICATION OF COMPLETION

THE CITY OF PORTLAND, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE SUBJECTS DESCRIBED IN THE ATTACHED PLAT HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE RECORDS OF THE CITY AND OF THE MULTNOMAH COUNTY PLAT RECORDS AND THAT THE SUBJECTS ARE SHOWN AS DESCRIBED ON SUCH PLAT, HAS BEEN COMPLETED.

EXCEPT THE PART OF THE PLAT ENTITLED "1923

THE CITY OF PORTLAND

REGISTERED

THE CITY OF PORTLAND, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE SUBJECTS DESCRIBED IN THE ATTACHED PLAT HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE RECORDS OF THE CITY AND OF THE MULTNOMAH COUNTY PLAT RECORDS AND THAT THE SUBJECTS ARE SHOWN AS DESCRIBED ON SUCH PLAT, HAS BEEN COMPLETED.

EXCEPT THE PART OF THE PLAT ENTITLED "1923

Blair P. Williams
REAR & DONALD

ACKNOWLEDGEMENT

STATE OF OREGON } SS
MULTNOMAH COUNTY }
I, the undersigned, being the duly authorized agent of the undersigned, do hereby certify that the above described premises have been constructed in accordance with the plat of record and that the same are shown as described on such plat, has been completed.

Blair P. Williams
REAR & DONALD

ACKNOWLEDGEMENT

STATE OF OREGON } SS
MULTNOMAH COUNTY }
I, the undersigned, being the duly authorized agent of the undersigned, do hereby certify that the above described premises have been constructed in accordance with the plat of record and that the same are shown as described on such plat, has been completed.

Blair P. Williams
REAR & DONALD

INDEX

- 1 OF 6 -- CERTIFICATIONS AND APPROVALS
- 2 OF 6 -- PLAT BOUNDARY
- 3 OF 6 -- LAYOUT OF BASEMENT AND FIRST FLOOR BUILDING #1 (2046)
- 4 OF 6 -- LAYOUT OF SECOND AND THIRD FLOORS BUILDING #1 (2046)
- 5 OF 6 -- LAYOUT OF BASEMENT AND FIRST FLOOR BUILDING #2 (2056)
- 6 OF 6 -- LAYOUT OF SECOND AND THIRD FLOORS BUILDING #2 (2056)

NOTE:

1) A CONDOMINIUM CONVERSION PLAT CONSIST ATTACHED FROM THIS AND RECORD & LAMARCO, CONTACT HOLDER HAS BEEN RECORDED ON _____ MULTNOMAH COUNTY DEED RECORD _____

Blair P. Williams
REAR & DONALD

THIS CERTIFICATE IS NOT VALID UNLESS IT IS ACCOMPANIED BY THE ORIGINAL PLAT AND RECORD & LAMARCO, CONTACT HOLDER HAS BEEN RECORDED ON _____ MULTNOMAH COUNTY DEED RECORD _____

Blair P. Williams
REAR & DONALD

APPROVALS

CITY OF PORTLAND
APPROVED THE PLAT OF _____
CITY OF PORTLAND, BUREAU OF RECORDS
Blair P. Williams
1992

MULTNOMAH COUNTY

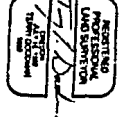
ALL THAT THIS INSTRUMENT OR OTHER INSTRUMENTS AS PROVIDED FOR IN THIS INSTRUMENT HAVE BEEN RECORDED AS OF _____ DATE OF _____
REGISTERED PROFESSIONAL LAND SURVEYOR
MULTNOMAH COUNTY, OREGON

BY _____

APPROVED THE PLAT OF _____
COUNTY CLERK, MULTNOMAH COUNTY, OREGON
Blair P. Williams
1992

STATE OF OREGON } SS
COUNTY OF MULTNOMAH }
I DO HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM PLAT HAS BEEN RECORDED FOR RECORD AND RECORDED THE _____ DATE OF _____ AT _____ U.M.
BOOK _____ ON PAGE _____ COUNTY RECORDS OFFICE

BY _____
COUNTY CLERK



EMERY RECORDS & REPRODUCTION, INC.
500 N. W. 10TH AVENUE, SUITE 200
PORTLAND, OREGON 97228
PH: 503-241-0228

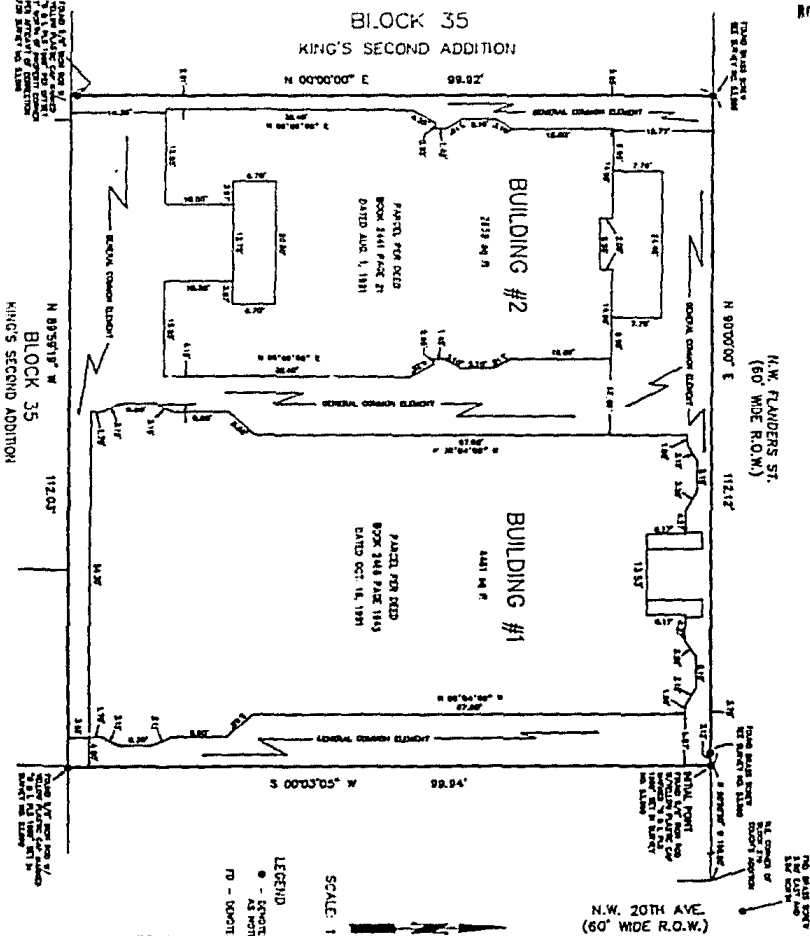
W.L. MORGAN HISTORIC CONDOMINIUMS

A PORTION OF BLOCK 35 KING'S SECOND ADDITION
TO THE CITY OF PORTLAND, SITUATED IN THE S.W. 1/4 OF SECTION 33,
T.1N., R.1E., WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

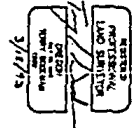
SURVEYED: JUNE 10, 1992

BOOK _____ PAGE _____

SHEET 2 OF 8



SMITHSONIAN'S CERTIFICATE
 I, JOHN L. SMITHSON, Surveyor, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor in the State of Oregon. I further certify that the above described plat was prepared in accordance with the provisions of the Oregon Surveying Act, Chapter 310, O.S., and that the same is a true and correct copy of the original plat as filed in my office.



SCALE: 1" = 10'

LEGEND

- - SPORTS MEMORIAL ROAD
- AS HOTEL
- RD - SPORTS ROAD

NOTE:

- 1) FOR THE LOTS OF BUILDING AND PROJECTOR
- 2) THE LOTS OF BUILDING AND PROJECTOR
- 3) THE LOTS OF BUILDING AND PROJECTOR
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BENCHMARK:

CITY OF PORTLAND PROJECTOR ROAD - MARK SET BY SURVEYOR
 LOCATED AT THE N. CORNER OF THE INTERSECTION OF A LINE
 BEING THE CENTER LINE OF THE ROAD - 1123.00' N. 83° 51' 11" W.

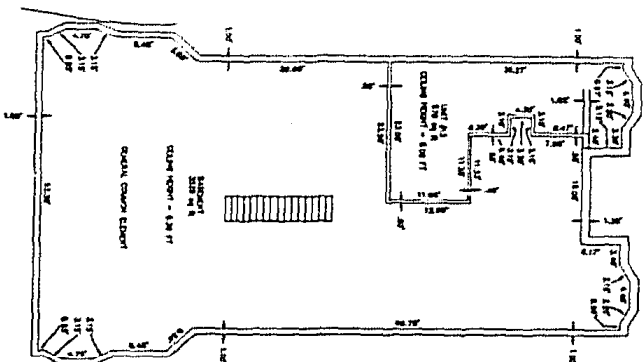
DAVID P. HARRIS, INC.
 1725 N. LANDMARK BLVD.
 PORTLAND, OREGON 97208
 PH: 503-255-0008

W.L. MORGAN HISTORIC CONDOMINIUMS
A PORTION OF BLOCK 35 KING'S SECOND ADDITION
TO THE CITY OF PORTLAND, SITUATED IN THE S.W. 1/4 OF SECTION 33,
T.1N., R.1E., WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

SURVEYED: JUNE 10, 1992

BOOK _____ PAGE _____
SHEET 3 OF 6

BASEMENT

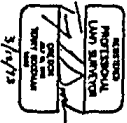
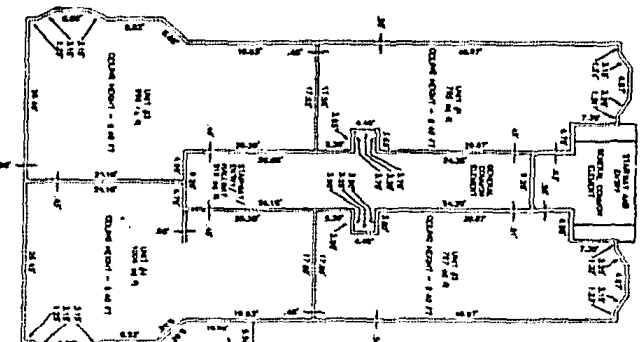


NOT TO SCALE
FOR INFORMATION OF THE OWNER - THIS PLAN IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION OF THE BUILDING WITHOUT THE APPROVAL OF THE CITY OF PORTLAND

BUILDING #1

SCALE: 1" = 10'

FIRST FLOOR



DATE PREPARED BY: S. J. LAND SURVEYING, INC.
DATE: 6/10/92
BY: S. J. LAND SURVEYING, INC.
PROJECT NO.: 92-001

W.L. MORGAN HISTORIC CONDOMINIUMS

A PORTION OF BLOCK 35 KING'S SECOND ADDITION
TO THE CITY OF PORTLAND, SITUATED IN THE S.W. 1/4 OF SECTION 33,
T.1N., R.1E., WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

SUBMITTED: JUNE 10, 1992

BOOK _____ PAGE _____
SHEET 4 OF 6

SECOND FLOOR

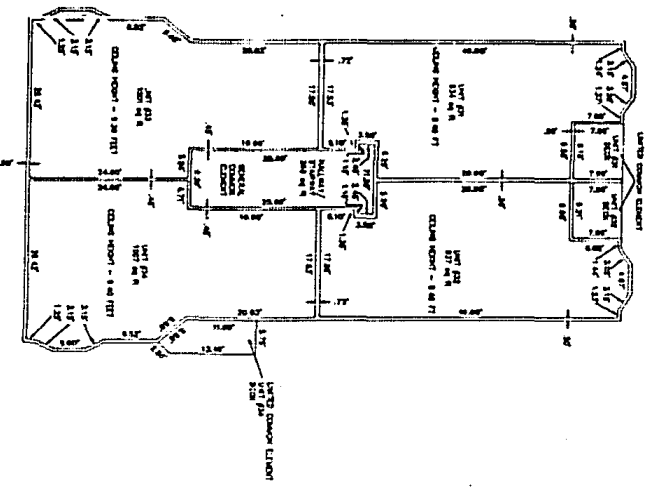
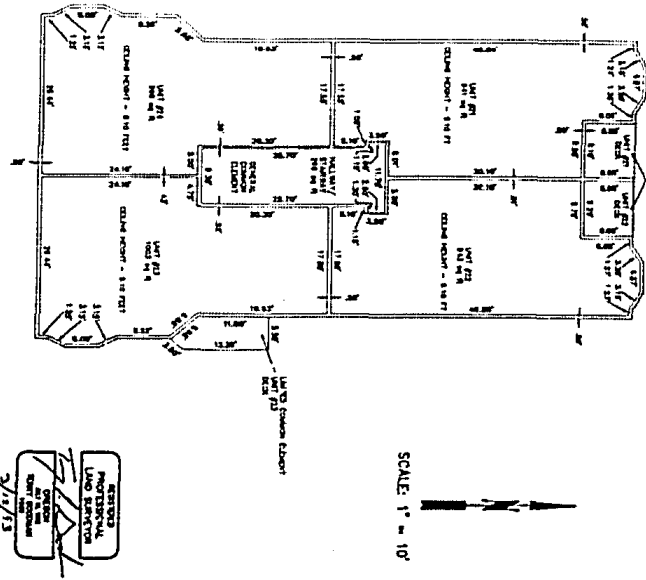
FROM FLOOR ELEVATION - 1131.0

ENCLOSURE AND ROOM SCHEDULES - SHALL BE PER LOCAL LAW 7241 IN THE COUNTY OF CLATSOP AND SHALL BE FILED WITH THE COUNTY CLERK. ELEVATION - 10.50 FEET

BUILDING #1

THIRD FLOOR

FROM FLOOR ELEVATION - 1141.0



RESERVED
LAND ELEVATION
10.50 FEET
2/1/93

SAFETY PEARSON BY
S & L LAND SURVEYING, INC.
PORTLAND, OREGON
PH: 831-0208

W.L. MORGAN HISTORIC CONDOMINIUMS

A PORTION OF BLOCK 35 KING'S SECOND ADDITION
TO THE CITY OF PORTLAND, SITUATED IN THE S.W. 1/4 OF SECTION 33,
T.1N., R.1E., WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

SURVEYED: JUNE 10, 1992

BOOK _____ PAGE _____
SHEET 5 OF 6

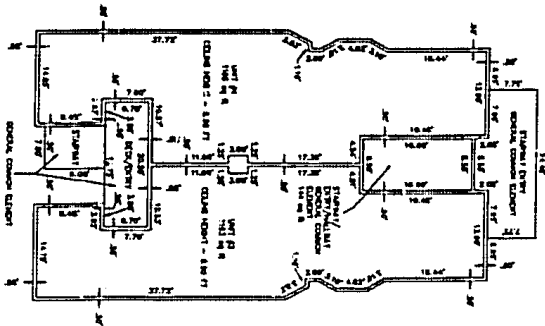
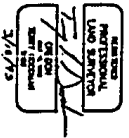
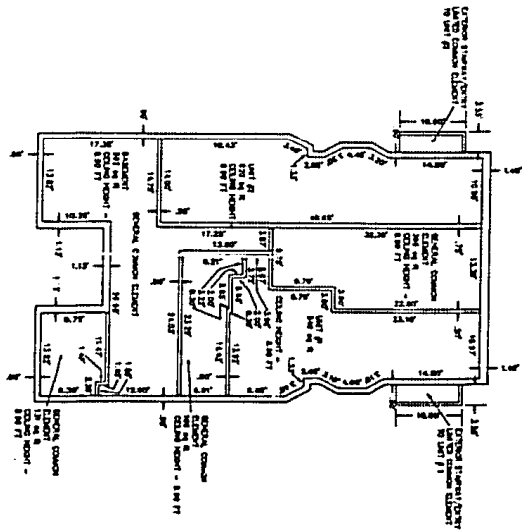
BASEMENT

PROPOSED
CITY OF PORTLAND PROPOSED (PART) - ASHLEIGH DRIVE WITH NORTH LANEWAY AT THE NE CORNER
OF THE PROJECTION OF 3RD STREET FROM 3RD STREET - ELEVATION - 143.00 FT

BUILDING #2

FIRST FLOOR

FIRST FLOOR ELEVATION - 131.00



DAVID RICHARD JR.
P.L.L.C.
2701 S.W. HAWTHORNE AVE.
PORTLAND, OREGON 97201
P.L.L.C.

W.L. MORGAN HISTORIC CONDOMINIUMS

A PORTION OF BLOCK 35 KING'S SECOND ADDITION
TO THE CITY OF PORTLAND, SITUATED IN THE S.W. 1/4 OF SECTION 33,
T.1N., R.1E., WILAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

SURVEYED: JUNE 10, 1992

BOOK PAGE
SHEET 6 OF 6.

SECOND FLOOR

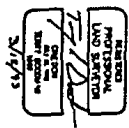
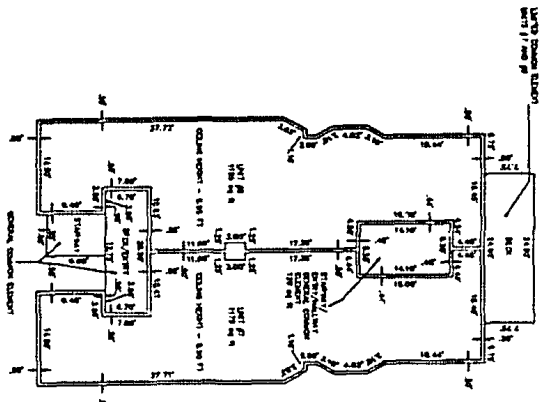
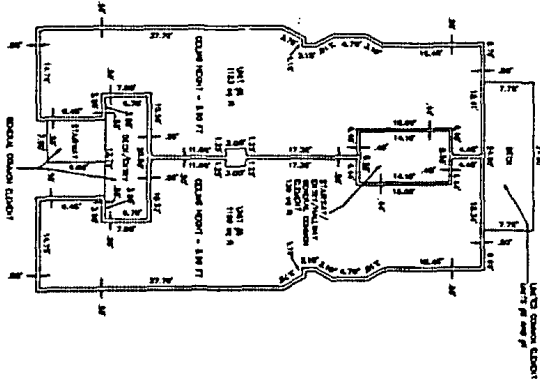
PROPOSED: SECOND FLOOR UNIT - 1102 SQ. FT. (1102 SQ. FT. LESS
OF THE PORTION OF THE SECOND FLOOR AND THE COMMON ELEMENTS
FROM FLOOR ELEVATION - 143.13

THIRD FLOOR

FROM FLOOR ELEVATION - 143.14

BUILDING #2

SCALE: 1" = 10'



DAVID MORGAN JR.
701 N. WASHINGTON ST.
PORTLAND, OR 97208
PL 001-0008

Exhibit "B"
W. L. Morgan
Historic Condominium
Declaration

PERCENTAGE OF OWNERSHIP OF UNITSDAYTON

<u>Unit</u>	<u>Price</u>	<u>General Description/ Type</u>	<u>Ownership Percentage</u>	<u>Approximate Square Footage</u>
1	39,000	1 bed, 1 bath	2.7	549
2	49,950	1 bed, 1 bath	3.1	620
3	117,000	3 bed, 1 bath	5.8	1163
4	117,000	3 bed, 1 bath	5.8	1166
5	124,000	3 bed, 1 bath	5.8	1180
6	124,000	3 bed, 1 bath	5.9	1183
7	127,000	3 bed, 1 bath	5.8	1179
8	127,000	3 bed, 1 bath	5.9	1185

ORMONDE

<u>Unit</u>	<u>Price</u>	<u>General Description/ Type</u>	<u>Ownership Percentage</u>	<u>Approximate Square Footage</u>
13	19,000	1 bed, 1 bath	3	570
1	75,000	1 bed, 1 bath	4	785
2	75,000	1 bed, 1 bath	4	797
3	89,950	2 bed, 1 bath	4.9	996
4	89,950	2 bed, 1 bath	5	1004
21	97,000	2 bed, 1 bath	4.7	941
22	97,000	2 bed, 1 bath	4.7	943
23	94,000	2 bed, 1 bath	5	1003
24	94,000	2 bed, 1 bath	4.9	998
31	109,000	2 bed, 1 bath	4.6	934
32	109,000	2 bed, 1 bath	4.6	937
33	105,000	2 bed, 1 bath	4.9	1001
34	109,000	2 bed, 1 bath	4.9	1007

Exhibit "C"
W.L. Morgan
Historic Condominium
Declaration

PERCENTAGE OF OIL COSTS

DAYTON

<u>Unit</u>	<u>General Description/ Type</u>	<u>Oil Cost Percentage</u>	<u>Approximate Square Footage</u>
1	1 bed, 1 bath	8%	549
2	1 bed, 1 bath	8%	620
3	3 bed, 1 bath	14%	1163
4	3 bed, 1 bath	14%	1166
5	3 bed, 1 bath	14%	1180
6	3 bed, 1 bath	14%	1183
7	3 bed, 1 bath	14%	1179
8	3 bed, 1 bath	14%	1185

EXHIBIT D

BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF
W. L. MORGAN HISTORIC CONDOMINIUMS

filed by: Port West Properties,
an Oregon corporation

Dated:
Recorded
Book:

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Name and Location. These are the bylaws of the ASSOCIATION OF UNIT OWNERS OF W. L. MORGAN HISTORIC CONDOMINIUMS (hereinafter the "Association"). W. L. MORGAN HISTORIC CONDOMINIUMS, (hereinafter the "condominium") is located in the City of Portland, Multnomah County, Oregon, and has been submitted to the Oregon Condominium Act by a declaration filed simultaneously herewith (hereinafter called the "declaration"). The location of the condominium is more specifically described in the declaration.

2. Principal Office. The principal office of the Association shall be located at Northwest Flanders Street, Portland, Oregon.

3. Purposes. This Association is formed under the provisions of the Oregon Condominium Act to serve as the means through which the unit owners may take action with regard to the administration, management and operation of the condominium. The Association will be an unincorporated association.

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

5. Personal Application. All present or future owners, tenants, future tenants or their employees, or any other person that might use the facilities of said real property in any manner are subject to the regulations set forth in these bylaws and to the restrictions, provisions, conditions and regulations set forth in the recorded declaration.

The mere acquisition or rental of any of the units (as defined in the recorded declaration) of said real property or the mere act of occupancy of any of said units will signify that

these bylaws and the provisions of the recorded declaration are accepted, ratified and will be complied with.

6. Composition of Association. The Association shall be composed of all the unit owners of the condominium, including Port West Properties, an Oregon corporation, its successors and assigns (hereinafter, the "developer"), and the Association, itself, to the extent any of these own any unit or units of the condominium.

7. Definitions.

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

(b) Percentage of Unit Owners. Whenever a percentage of unit owners is specified herein, such percentage means the owners of that percentage of the total number of unit owners existing in the condominium except that where there are multiple owners of a single unit all such owners taken together shall constitute one owner for the purpose of calculating the percentage.

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

ARTICLE II

TRANSITIONAL COMMITTEE

1. Formation of Transitional Committee. Unless the turnover meeting pursuant to Article III, herein below, has been held, the developer shall call a meeting of the unit owners for the purpose of forming a transitional committee in accordance with the bylaws of the condominium. The developer shall call such meeting within 60 days of conveyance to persons other than the developer of 50 percent of the units.

2. Powers of Committee. The transitional committee shall be advisory only and shall consist of two or more members selected by majority vote of the unit owners other than the developer and may include not more than one representative of the developer. The members shall serve until the turnover meeting. The function of the committee shall be that of enabling ease of transition from control of the administration for the Association of unit owners by the developer to control by the unit owners. The committee shall have access to the information, documents and records which the developer must turn over to the Association pursuant to ORS § 100.210(5).

APR 2 1993

3. Notice of Meeting. The developer shall give notice of the transitional committee meeting in accordance with the Bylaws of the condominium to each unit owner at least seven but not more than 50 days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If the developer fails to call a meeting within the time specified herein, the meeting may be called and notice given by any unit owner.

4. Developer Responsibility. If the owners other than the declarant do not select members for the committee as provided herein above, the developer shall have no further responsibility to form the committee.

ARTICLE III

TURNOVER MEETING

1. Time of Meeting. The developer shall call a turnover meeting within 90 days of the expiration of the earlier of three years from the date of the conveyance of the first unit to a person other than the declarant or conveyance of 50 percent of the units.

2. Notice. The developer shall give notice of the turnover meeting in accordance with the Bylaws of the Association to each unit owner every seven but not more than 50 days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If the turnover meeting is not called by the developer within the time specified, the meeting may be called and notice given by any unit owner or any first mortgagee of the unit.

3. Relinquishment of Control. At the turnover meeting, the developer shall relinquish control of the administration of the Association and the unit owners shall elect a board of directors in accordance with the Bylaws of the Association. At the turnover meeting the developer shall deliver to the association all items and articles and documents specified in ORS § 100.210.

4. Continuing Developer Responsibility. In order to facilitate an orderly transition, during the three-month period following the turnover meeting, the developer or an informed representative shall be available to meet with the board of directors on at least three mutually acceptable dates to review the documents delivered under Section 3 of this Article. If the developer has complied with the provisions of these Bylaws unless the developer otherwise has sufficient voting rights as a unit owner to control the Association, the developer shall not be responsible for the failure of the unit owners to comply with Section 3 of this Article and the developer shall be relieved of

any further responsibility for the administration of the association except as a unit owner of any unsold unit.

ARTICLE IV

MEETINGS OF ASSOCIATION

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

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

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

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

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

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

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

8. Quorum of Unit Owners. At any meeting of the Association, fifty percent (50%) of the unit owners, computed as provided in Article I, Section 7(b), present in person or by proxy, shall constitute a quorum. The subsequent joinder of a unit owner in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a unit owner or owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

9. Majority Vote. The vote of more than fifty percent (50%) of the unit owners, computed as provided in Article I, Section 7(b), present in person or by proxy, at a meeting at which a quorum is constituted shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the declaration or by these bylaws.

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

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of Notice of meeting or waiver of notice;
- (c) Reading of minutes of proceeding meeting;
- (d) Reports of officers;
- (e) Reports of committees, if any;
- (f) Election of directors;
- (g) Unfinished business
- (h) New business; and
- (i) Adjournment.

ARTICLE V

BOARD OF DIRECTORS

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

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

3. Election and Term of Office. At the turn over meeting after seventy-five (75%) of the units have been sold and conveyed to purchasers, the interim directors shall resign and three (3) successors shall be elected, two for two year terms and one for a one year term. Thereafter, at the expiration of the initial term of office of each director, his successor shall be elected to serve for a term of two years so that the term of no less than one third of the directors shall expire annually. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality.

4. Vacancies. Vacancies in the board of directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, or by a sole remaining director. Each person so elected to fill the unexpired term at the next annual meeting of the Association of the next special meeting of the Association called for that purpose. Vacancies of interim directors, however, shall be filled by developer.

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

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

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

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

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

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

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

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

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

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

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

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

(j) Making additions and improvements to, or alterations of, the common elements; provided, however, that no such project may be undertaken by the board if the total cost will exceed the amount of \$500.00, unless the unit owners have enacted a resolution authorizing the project by a vote of seventy-five percent (75%) of the unit owners present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to repairs or maintenance undertaken pursuant to paragraph (a) above.

(k) Enforcement by legal means of the provisions of the Oregon Condominium Act, the declaration filed thereunder, these bylaws and any rules and regulations adopted hereunder.

(l) Filing with the Secretary of State an annual report and any amendment thereto in accordance with ORS Sections 100.250 and 100.260.

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

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

9. Regular and Special Meetings. Regular meeting of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Special meetings of the board of directors may be called by the chairman and must be called by the secretary at the written request of at least two directors. Notice of any special meeting shall be given to each director, personally or by mail, telephone or telegraph at least seven (7) days prior to the day named for

such meeting, and shall state the time, place and purpose of such meeting. Any unit owner may attend a Board meeting.

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

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

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

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

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

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

ARTICLE VI

OFFICERS

1. Designation. The principal officers of the Association shall be the chairman and the secretary/treasurer, both of whom shall be elected by the board of directors. The directors may appoint such other officers as in their judgment may be necessary. The chairman shall be a member of the board of directors, but other officers need not be directors or unit owners.

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

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

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

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

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

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

8. Compensation of Officers. No officer who is a member of the board of directors, other than the secretary/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 unit owners. The board of directors may fix any compensation to be paid to the secretary/treasurer or any officers who are not also directors.

ARTICLE VII

BUDGET, EXPENSES AND ASSESSMENTS

1. Budget. The board of directors shall from time to time, and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous overassessment, and assess the common expenses to each unit owner in the same proportion as his percentage interest in the general common elements, except the expenses for heating oil in the Dayton will be charged to the Dayton units according to their relative square footage as set

forth in the Declaration, except that bookkeeping, garbage and maintenance, as defined in the Declaration, will be charged equally to units. Original purchasers of units will be required to pay one hundred (\$100.00) dollars each as a reserve toward expenses. The board of directors shall advise each unit owner in writing of the amount of common expenses payable by him, and furnish copies of each budget on which such common expenses are based to all unit owners and, if requested, to their mortgagees. In addition, original purchasers will be required to pay an additional one hundred (\$100.00) dollars into the reserve trust account established by Declarant pursuant to paragraph 4(b) of Article VII of these By Laws.

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

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

3. Assessment of Common Expenses. All unit owners shall be obliged to pay common expenses assessed to them by the board of directors on behalf of the Association pursuant to these bylaws and the declaration. Assessments may not be waived due to limited or nonuse of common elements. The developer shall be assessed as the unit owner of any unsold unit, but such assessment shall be prorated to the date of sale of the unit as assessments for reserves need not be paid until closing of such sale. The board of directors, on behalf of the Association, shall assess the common expenses against the unit owners from time to time, and at least annually, and shall take prompt action to collect from a unit owner any common expense due which remains unpaid by him for more than thirty (30) days from the due date for its payment. If additional units are annexed to the

condominium, the board of directors shall prepare a new budget reflecting the addition to the condominium and shall recompute any previous assessment covering any period after the annexation.

4. Special Assessments.

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

(b) Reserve Trust Funds. In establishing reserves for the replacement of the common elements, the Declarant has established at least one trust fund and the board of directors may elect by resolution to establish one or more trust funds for the replacement of specific items, which normally will require replacement in more than three years and in not less than thirty years, in which case the board shall either designate part of the regular assessment or establish separate assessments for such purposes. The proceeds therefrom shall be held in such trust funds and used only for the designated replacements. Pursuant to ORS 100.175(7), future assessments for the reserve account may be reduced, eliminated or increased by an affirmative note of not less than 75% of all voting rights, following the second year after the unit owners have assumed administrative responsibility for the association under ORS 100.210.

5. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Association the assessed common expenses such unit owner shall be obligated to pay interest at the rate of ten percent (10%) per annum 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. The Board of directors shall have the right and duty to recover for the Association such common expenses, together with interest thereon, and expenses of the proceeding, including attorneys' fees, by an action brought against such unit owner or by foreclosure of the lien upon the unit granted by the Oregon Condominium Act. The board of directors shall notify the holder of any first mortgage upon a unit of any default not cured within sixty (60) days of the date of default.

6. Foreclosure of Liens for Unpaid Common Expenses. In any suit brought by the Association to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of the unit during the pendency of the suit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The board of directors, acting

on behalf of the Association, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the unit. A unit or action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing the liens securing the same.

7. First Mortgages. Where the purchaser or mortgagee of a unit obtains title to the unit as a result of foreclosure of a first mortgage or by deed in lieu of foreclosure, such purchaser or mortgagee, his successors and assigns, shall not be liable for any of the common expenses chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser or mortgagee. Such unpaid share of common expenses, to the extent uncollectible from the foreclosed owner(s), shall be a common expense and reallocated on a pro rata bases to all units, including the mortgaged unit.

ARTICLE VIII

RECORDS AND AUDITS

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

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

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

4. Payment of Vouchers. The secretary/treasurer shall pay all vouchers up to \$500 signed by the chairman, managing agent, manager or other person authorized by the board of directors.

Any voucher in excess of \$500 shall require the signature of the chairman.

5. Reports and Audits. A brief annual statement of the receipts and expenditures of the Association shall be rendered by the board of directors to all unit owners and to all mortgagees of units who have requested the same within 30 days after the end of each fiscal year in compliance with ORS § 100.480. From time to time the board of directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the owners and such mortgagees. At any time any owner or mortgagee may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

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

ARTICLE IX

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

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

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

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

2. Additions, Alterations or Improvements. A unit owner shall not, without first obtaining written consent of the board of directors, make or permit to be made any structural alteration, improvement, or addition in or to his unit, or in or to the exterior of the buildings or any other general or limited common elements. A unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the

soundness or safety of the property, or reduce the value thereof or impair any easement or hereditament unless the written consent of all unit owners affected is obtained. A unit owner shall not paint or decorate any portion of the exterior of the buildings or other general or limited common elements without first obtaining written consent of the board of directors.

3. Damage of Destruction by Casualty of Condominium Property.

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

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

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

(d) In the event the insurance proceeds paid to the Association are not used to repair, reconstruct or rebuild the damaged or destroyed property, the Association shall distribute the proceeds among the unit owners and their mortgagees (as their interests may appear) in the same proportion as their respective interest in the general common elements.

4. Condemnation. In the event of a taking in condemnation by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Association. If such proceedings are instituted or such acquisition is sought by a condemning authority as to any portion of the property, prompt notice thereof shall be given to the unit owners and their mortgagees. If seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair or restoration of such common elements, the board of directors shall arrange for the same, which shall be paid out of the proceeds of the award. In the event seventy-five percent (75%) or more of the unit owners do not duly and promptly approve the repair and restoration of such common elements, the board of directors shall disburse the net proceeds of such award to the unit owners and their mortgagees (as their interests may appear) in the same proportions as the respective undivided interests of the unit owners in the general common elements.

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

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

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

(c) Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on in any unit nor shall anything be done or placed upon any unit which interferes with or jeopardizes the enjoyment of other units or the common elements or which is a source of annoyance to residents. Unit occupants shall exercise extreme care not to make noises which may

disturb other unit occupants, including the use of musical instruments, radios, televisions and amplifiers. No unlawful use shall be made of the condominium nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

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

(e) Exterior Lighting or Noisemaking Devices. Except with the consent of the board of directors of the Association of the managing agent, no exterior lighting or noisemaking devices shall be installed or maintained on any unit and no antenna or transmitting towers shall be affixed to the general or limited common elements.

(f) Windows, Balconies and Outside Walls. In order to preserve the attractive appearance of the condominium, the board of directors of the Association or the managing agent may regulate the nature of items which may be placed in or on windows, balconies, docks, porches, entryways, any carports and the outside walls so as to be visible from other units, the common elements, or outside the condominiums. Garments, rugs, laundry and other similar items may not be hung from windows or facades.

(g) Trailers, Campers and Boats. Except with the consent of the board of directors of the Association or the managing agent, no trailer, truck, camper, boat or boat trailer, or other recreational vehicle shall be parked on any portion of the condominium property.

(h) Leasing and Rental of Units. Except with the consent of the board of directors of the Association or the managing agent, no unit owner may lease or rent less than his entire unit, and no such owner may rent his unit for transient or motel purposes. All such

leases or rentals shall provide that the terms of the lease shall be subject in all respects to the provisions of the declaration and these bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. Other than the foregoing, there is no restriction on the right of any unit owner to lease or rent his unit.

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

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

(k) Association Rules and Regulations. In addition, the board of directors from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium property. However, the Board of Directors cannot adopt any rule or regulation banning the keeping of pets or residency by children. Any modification of the rules or regulations by the Board may itself be modified by vote of not less than seventy-five percent (75%) of the unit owners present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation of rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the secretary/treasurer promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery.

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

6. Right of Entry. A unit owner shall grant the right of entry to the board of directors, managing agent, manager or any other person authorized by the board of directors in the case of any emergency organizing in or threatening his unit or other condominium property, whether or not the owner is present at the time. A unit owner shall also permit such persons to enter his unit for the purpose of performing installation, alterations or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in Section 5 of this Article, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. The owner of any unit adjoining an outside fire escape shall permit access through his unit to the fire escape in the case of any emergency. Any damage caused to the unit in order to obtain such emergency access, to the extent not covered by insurance, shall be the responsibility of the person seeking access.

7. Easements and Developer. Developer and its agents, successors and assigns shall have an easement over and upon the common elements for the purpose of constructing additional phases, making repairs to existing structures and carrying out sales and rental activities necessary or convenient for the sale or rental of units owned by developer as model units and the right to use a unit as a sales office.

8. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted hereunder or the breach of any bylaw contained herein or of any provision of the declaration shall give the board of directors, acting on behalf of the Association, the right, in addition to any other rights set forth in these bylaws.

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

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

ARTICLE X

INSURANCE

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

(a) A policy or policies of insurance covering loss or damage from fire, with extended coverage endorsement, and such other coverages such as flooding, which the Association may deem desirable, for not less than the full insurable replacement value of the units and common elements. Such policy or policies shall name developer, the Association and the unit owners as insureds, as their interest may appear, and shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit, if any. In no event shall the policy or policies have a deductible clause in excess of One Thousand Dollars (\$1,000) per unit.

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

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

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

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

(a) All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon and holding a policyholder's rating of "A" or better, and a financial size rating of at least class 10 or better by the Best's Insurance Reports current at the time the insurance is written or prior to the initial meeting of the Association, with a company acceptable to developer.

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

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

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

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

(a) A waiver of subrogation by the insurer as to any claim against the board of directors, the managing agent, the unit owners and their respective servants, agents and guests.

(b) A provision that the master policy on the condominium cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual owners.

(c) A provision that the master policy on the condominium cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the board of directors or the managing agent without prior demand in writing that the board of directors or managing agent cure the defect.

(d) A provision that any "no other insurance" clause in the master policy exclude individual owners' policies from consideration, and a waiver of the usual proration with respect to such policies.

(e) A provision that the insurer issue subpolicies specifying the portion of the master policy earmarked for each owner's interest and that until the insurer furnished written notice and a grace period to the mortgagee insured under the loss payable clause thereof, the mortgagee's coverage is neither jeopardized by the conduct of the unit mortgagor-owner, the Association, or other unit owners not canceled for nonpayment of premises.

(f) A rider on the master policy patterned after "Use and Occupancy" insurance which will provide relief from monthly assessments while a unit is uninhabitable by the payment of the condominium expenses thereof and any other fixed costs, including, but without being limited to, taxes, rent, insurance, and mortgage payments. The proceeds from any casualty policy, whether held by the Association or a unit owner, payable with

respect to any loss or damage to the common elements, shall be held in trust for the benefit of all insureds as their interest may appear.

(g) 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.

ARTICLE XI

AMENDMENTS TO BYLAWS

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

2. Adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors or by the unit owners and may be approved by the unit owners at a meeting called for this purpose or at a regular annual meeting. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by a majority of the unit owners except for amendments relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy units and limitations on the rental or leasing of units which must be approved by seventy-five percent (75%) of the unit owners. If required under the Oregon Condominium Act, any amended Bylaws or amendment to a Bylaw shall be approved by the Real Estate Commissioner before it is recorded. Neither Article V, Section 8, nor any other provision of these bylaws which is for the benefit of mortgagees may be amended without the written consent of all mortgagees.

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

MISCELLANEOUS

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

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

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

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

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

DATED, at Portland, Oregon, this 25 day of Feb,
1993.

Adopted by
Port West Properties, Inc.

By: *Gregory P. Dolinajec*
Gregory P. Dolinajec
President

Gregory P. Dolinajec
Gregory P. Dolinajec

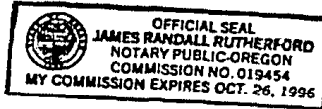
Risa Dolinajec
Risa Dolinajec

STATE OF OREGON,)
County of Multnomah) ss.

This instrument was acknowledged before me on February 25,
1993, by Gregory P. Dolmizec
as President
of Post West Properties

James Randall Rutherford
Notary Public for Oregon

My commission expires: Oct 26, 1996



STATE OF OREGON,)
County of Multnomah) ss.

This instrument was acknowledged before me on
February 25, 1993, by Gregory P. Dolmizec

James Randall Rutherford
Notary Public for Oregon

My commission expires: Oct 26, 1996



APR 2 1993

STATE OF OREGON,

County of Multnomah

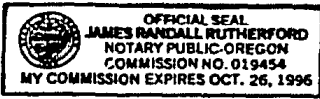
) ss.

This instrument was acknowledged before me on

February 25, 1993, by Risa Dolmizec

James Randall Rutherford
Notary Public for Oregon

My commission expires:



041655

STATE OF OREGON }
Multnomah County }

I, a Deputy for the Recorder of Counties, in and for said County, do hereby certify that the within instrument of said County is true and correct for record and recording in the RECORD

93 APR -2 PM 1:48

RECORDING SECTION
MULTNOMAH CO., OREGON

In Book

On Page
BOOK 2669 PAGE 1997

Witness My Hand and Seal of Office at Portland

Recorder of Counties

C. Swick
Deputy

2253

**W. L. Morgan Historic Condominium
Bylaws Amendments
Amending Bylaws Recorded Book 2669 Page 1997**

- | | |
|--------------------|--|
| Bylaws Amendment 1 | Article IV MEETINGS OF ASSOCIATION
Section 11--Ballot Meetings |
| Bylaws Amendment 2 | Article V BOARD OF DIRECTORS
Section 6--Powers and Duties
Subsection (j) Making additions and improvements... |
| Bylaws Amendment 3 | Article VII BUDGET, EXPENSES AND ASSESSMENTS
Section 5--Default in Payment of Common Expenses |
| Bylaws Amendment 4 | Article VIII RECORDS AND AUDITS
Section 4--Payment of Vouchers |
| Bylaws Amendment 5 | Article VIII RECORDS AND AUDITS
Section 7--Availability of Records |
| Bylaws Amendment 6 | Article IX MAINTENANCE AND USE OF CONDOMINIUM PROPERTY
Section 5--Restrictions and Requirements Respecting Use of
Condominium Property
Subsection (d) Animals |
| Bylaws Amendment 7 | Article IX MAINTENANCE AND USE OF CONDOMINIUM PROPERTY
Section 5--Restrictions and Requirements Respecting Use of
Condominium Property
Subsection (h) Leasing and Rental of Units |
| Bylaws Amendment 8 | Article IX MAINTENANCE AND USE OF CONDOMINIUM PROPERTY
Section 5--Restrictions and Requirements Respecting Use of
Condominium Property
Subsection (m) Unit Ownership Limit |
| Bylaws Amendment 9 | Article IX MAINTENANCE AND USE OF CONDOMINIUM PROPERTY
Section 8--Abatement and Enjoining of Violations |

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



38.00

98000624 2:45pm 01/02/98

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C06 7 0.00 35.00 0.00 3.00 0.00

P-U W.L.Morgan Historic Condominium
Association

CATHY ANDERSON

Plu 1-2-98

7

W.L. Morgan Historic Condominiums Association

Bylaws Amendment 1

**Article IV
MEETINGS OF ASSOCIATION**

11. Ballot Meetings. At the discretion of the board of directors, any matter which might come before the Association at a meeting, including election of directors, may be determined by proxy ballot rather than at a formal gathering. Ballots shall be sent to all unit owners in the same manner as notice of meetings, with a specified deadline for return of ballots. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum, and determination of the matter presented shall be based upon the required percentage of ballots returned, unless approval of a specified percentage of all voting rights is required by law, the Declaration or these bylaws. The vote of a ballot meeting shall be determined by the board of directors within 48 hours of the deadline for return of ballots. Within 10 days after the ballots have been counted, each unit owner shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned.

Bylaws Amendment 2

**Article V
BOARD OF DIRECTORS**

6. Powers and Duties.

(j) Making additions and improvements to, or alterations of, the common elements; provided, however, that no such project may be undertaken by the board if the total cost will exceed the amount of \$500.00, unless the unit owners have enacted a resolution authorizing the project by a vote of seventy-five percent (75%) of the unit owners present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to repairs or maintenance undertaken pursuant to paragraph (a) above. The limitation set forth in this paragraph shall increase by \$250 on each fifth anniversary of the initial recording of the Declaration.

11/24/97-1

W.L. Morgan Historic Condominiums Association

Bylaws Amendment 3

**Article VII
BUDGET, EXPENSES AND ASSESSMENTS**

5. Default in Payment of Common Expenses. In the event of default by any unit owner in paying any assessments to the Association, including assessed common expenses and any other charge imposed or levied by the Association pursuant to the provision of the Declaration, these bylaws or the Oregon Condominium Act, such unit owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on such assessments from the due date thereof or at such greater rate as may be established by the board of directors from time to time, not to exceed the maximum lawful rate, if any. In addition, the defaulting unit owner shall pay a late charge for any assessment not paid within thirty (30) days of its due date in the amount of five percent (5%) of the delinquent payment, or such other reasonable late charge as may be established by the board of directors from time to time, together with all expenses incurred by the Association in collecting such unpaid assessments, including attorneys' fees (whether or not suit is instituted, and a trial or any appeal or petition for review therefrom). If any assessment is not paid within thirty (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. The board of directors shall have the right and duty to recover for the Association such common expenses, together with interest thereon, and expenses of the proceeding, including attorneys' fees, by an action brought against such unit owner or by foreclosure of the lien upon the unit granted by the Oregon Condominium Act. The board of directors shall notify the holder of any first mortgage upon a unit and any eligible mortgage insurer or guarantor thereof of any default not cured within sixty (60) days of the date of default.

Bylaws Amendment 4

**Article VIII
RECORDS AND AUDITS**

4. Payment of Vouchers. The secretary/treasurer shall pay all vouchers up to \$500 signed by the chairman, managing agent, manager or other person authorized by the board of directors. Any voucher in excess of \$500 shall require the signature of the chairman. Any checks written on reserve accounts must be signed by two members of the board of directors.

Bylaws Amendment 5

**Article VIII
RECORDS AND AUDITS**

7. Availability of Records. During normal business hours or under other reasonable circumstances, the Association shall make available to unit owners, lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, bylaws, other rules concerning the condominium, amendments or supplements to such documents and the books, records, financial statements and current operating budget of the Association. Upon written request, the Association shall make such documents, information and records available to such persons for duplication during reasonable hours. The Association may charge a reasonable fee for furnishing copies of such documents, information or records.

11/24/97-2

W.L. Morgan Historic Condominiums Association

Bylaws Amendment 6

Article IX
MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

5. Restrictions and Requirements Respecting Use of Condominium Property.

(d) Animals. No animals, birds, or reptiles of any kind shall be raised, kept or permitted within the condominium or any part thereof, except for: no more than one dog less than 17 pounds at maturity and of gentle disposition; no more than two cats, usual domestic birds in cages and fish in tanks, or other household pets approved by the Board of Directors as to be compatible with the community. Notwithstanding the above, in no event will any dog whose breed is noted for its viciousness or ill-temper, in particular, the American Staffordshire Terrier, known as a "Pit Bull Terrier," be permitted on the premises, nor any animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, be allowed in the premises. Pets may not be kept, bred or maintained for any commercial purposes. A unit owner may be required to remove a pet within ten (10) days after receipt of two notices in writing from the board of directors of violations of any rule, regulations or restriction governing pets within the condominium. In no event will any dog be permitted in any portion of the common elements unless carried, on leash, or under strict voice control. Any droppings in the common elements will be picked up and removed immediately to dumpsters or other trash disposal containers. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof. Seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction). Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals.

Bylaws Amendment 7

Article IX
MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

5. Restrictions and Requirements Respecting Use of Condominium Property.

(h) Leasing and Rental of Units. Except with the consent of the board of directors of the Association or the managing agent, no unit owner may lease or rent less than his entire unit, and no such owner may rent his unit for transient or motel purposes. No unit shall be leased or rented for an initial period of less than six months. All such leases or rentals shall provide that the terms of the lease shall be subject in all respects to the provisions of the declaration and these bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. Other than the foregoing, there is no restriction on the right of any unit owner to lease or rent his unit.

11/2497-3

W.L. Morgan Historic Condominiums Association

Bylaws Amendment 8

Article IX
MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

5. Restrictions and Requirements Respecting Use of Condominium Property.

(m) Unit Ownership Limit. A single unit owner shall not own more than ten percent (10%) of the Association units.

Bylaws Amendment 9

Article IX
MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

8. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted hereunder of the breach of any bylaw contained herein or of any provision of the declaration shall give the board of directors, acting on behalf of the Association, the right, in addition to any other rights set forth in these bylaws, to do any or all of the following after giving notice and an opportunity to be heard:

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

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

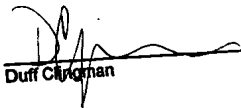
(c) to levy reasonable fines.

The offending unit owner shall be liable to the Association for all costs and attorneys' fees incurred by the Association, whether or not legal proceedings are instituted and including attorneys' fees on appeal or petition for review, together with any expense incurred by the Association in remedying the default, damage incurred by the Association or unit owners, or fines so levied. Such sums shall be assessed against the offending unit as an assessment and enforced as provided in Article VII. In addition, any aggrieved unit owner may bring an action against such other unit owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

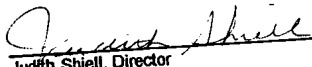
11/24/97-4

WL Morgan Historic Condominiums Association

The Association Board of Directors certifies the above Bylaw amendments have been approved by the majority of the unit owners on October 2, 1997 as required by our Bylaw Article XI section 2.


Duff Clingman President


Catherine L. Anderson, Secretary

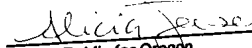

Judith Shiell, Director

Subscribed and sworn to before me this 23rd day of December, 1997

by Duff Clingman, Catherine Anderson, Judith Shiell

as Board of Directors

of WL Morgan Historic Condominium Association

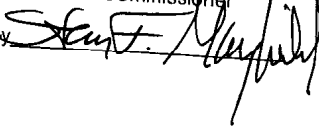

Notary Public for Oregon

My commission expires: July 10, 2001




The foregoing Bylaw Amendment is approved pursuant to ORS
100.410 this 1st day of December, 1997.

SCOTT W. TAYLOR
Real Estate Commissioner

By: 

The foregoing Bylaw Amendment is approved pursuant to ORS
100.410 this 30th day of DECEMBER, 1997.

Multnomah County Tax Assessor

By: 

After recording, return to:

Linda Cordilia P/O 10/26/01

2058 NW Flanders St, #1

Portland, OR 97209

Recorded in the County of Multnomah, Oregon

C. Swick, Deputy Clerk

Total : 29.00

2001-171133 10/26/2001 02:39:58pm ATTESE

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**AMENDMENT TO DECLARATION
OF THE ASSOCIATION OF UNIT OWNERS
OF W.L. MORGAN HISTORIC CONDOMINIUM**

THIS AMENDMENT TO DECLARATION OF THE ASSOCIATION OF UNIT OWNERS OF W.L. MORGAN HISTORIC CONDOMINIUM is made this 6th day of October 2001 by ASSOCIATION OF UNIT OWNERS OF W.L. MORGAN HISTORIC CONDOMINIUM (the "Association").

RECITALS

- A. Association is a condominium association established pursuant to the Declaration Submitting W.L. Morgan Historic Condominium to Condominium Ownership recorded April 2nd, 1993 in the Records of Multnomah County, Oregon, as Document in Book. 2669 Page 1997.
- B. Not less than 75% of the owners of units and 100% of the affected owners of units within W.L. Morgan Historic Condominium have voted to amend the Declaration in certain respects.

NOW THEREFORE, pursuant to Article 13.1 of the Declaration and ORS 100.135, the Declaration is hereby amended by changes to Exhibit C which affects only the Dayton heating oil allocation:

Exhibit "C"
Percentage of Oil Costs
Dayton

<u>Unit</u>	<u>General Description/Type</u>	<u>Oil Cost Percentage</u>	<u>Approximate Square Footage</u>
1	1 bed, 1 bath	.5%	549
2	1 bed, 1 bath	.5%	620
3	3 bed, 1 bath	16.5%	1163
4	3 bed, 1 bath	16.5%	1166
5	3 bed, 1 bath	16.5%	1180
6	3 bed, 1 bath	16.5%	1183
7	3 bed, 1 bath	16.5%	1179
8	3 bed, 1 bath	16.5%	1185

3

CERTIFICATION

The undersigned Chairperson and Secretary of the Association of Unit Owners of the W.L. Morgan Historic Condominium hereby certify that the attached Amendment to Declaration of the W.L. Morgan Historic Condominium has been adopted in accordance with the Declaration and of ORS ORS 100.135.

Caroline E. Quarles

Caroline Quarles, Chairperson

Linda Cordilia

Linda Cordilia, Secretary

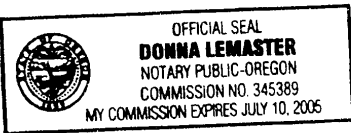
STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before this 6th day of October, 2001.

by Caroline Quarles, Chairperson of the Association of Unit Owners of W.L. Morgan Historic Condominium.

Donna Lemaster

Notary Public for Oregon
My commission expires: July 10, 2005



STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before this 6th day of October, 2001.

by Linda Cordilia, Secretary of the Association of Unit Owners of W.L. Morgan Historic Condominium.

Donna Lemaster


Notary Public for Oregon
My commission expires: July 10, 2005



The foregoing Amendment to the Declaration of W.L. Morgan Historic Condominium is approved
pursuant to ORS 100.135 this 24th day of October, 2001.

SCOTT W. TAYLOR
OREGON REAL ESTATE COMMISSIONER

By


Brian DeMarco

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