

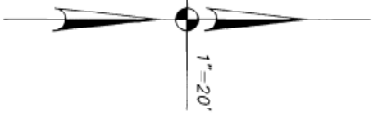
LEGEND:

1. "Ø" DENOTES A BRASS SCREW WITH A 3/4" DIAMETER BRASS WASHER STAMPED "MARK ASSOC'S" SET ON JANUARY 12, 1998.
2. "•" DENOTES MONUMENTS FOUND AND TIED AS NOTED.
3. "R" DENOTES BRASS SCREW MONUMENTS FOUND AND TIED AS NOTED.
4. "R2" DENOTES VALUES FROM RECORDER'S FEE NO. 97-16944.
5. "R2" DENOTES VALUES FROM "PARK PLACE TOWER CONDOMINIUM."
6. "M" DENOTES MEASURED VALUES.
7. "S.F." DENOTES SQUARE FEET.
8. "S.N." DENOTES SURVEY NUMBER, MULTNOMAH COUNTY SURVEY RECORDS.
9. "C" DENOTES CENTERLINE.

NOTES:

1. THERE IS NO OCCUPABLE GEODETIC CONTROL MONUMENT WITHIN A ONE-HALF MILE RADIUS OF SUBJECT PROPERTY.
2. ALL FALLINGS TO FOUND MONUMENTS ARE CARDINAL TO THE BASIS OF BEARINGS.

SCALE: 1"=20'



BOOK 1239, PAGE 34

WASHINGTON PARK CONDOMINIUM

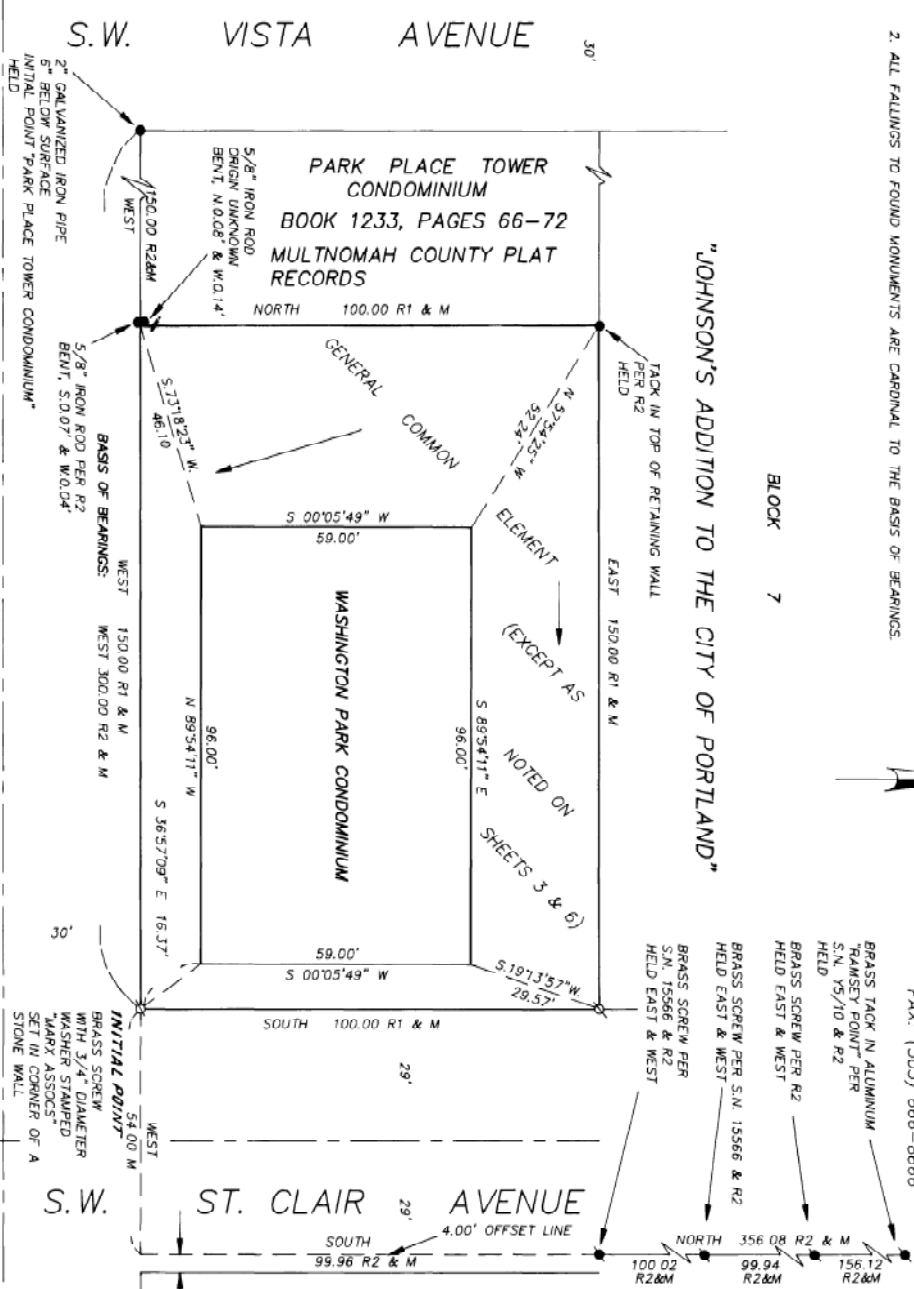
A REPLAT OF THE SOUTH 100' OF THE EAST 150' OF BLOCK 7
 "JOHNSON'S ADDITION TO THE CITY OF PORTLAND"
 SITUATED IN THE S.W. 1/4 OF SECTION 33, T.1N., R.1E. W.M.
 CITY OF PORTLAND

MARX ASSOCIATES
 18615 E. BURNSIDE STREET
 PORTLAND, OR 97223
 TEL: (503) 667-5550
 FAX: (503) 666-8666

DATE: JANUARY 30, 1998
 ACCOUNT NO. 97-161
 CHECKED BY: DEM1

"JOHNSON'S ADDITION TO THE CITY OF PORTLAND"

BLOCK 7



- BRASS TACK IN ALUMINUM TRAMSEY POINT PER S.N. Y5/10 & R2 HELD
- BRASS SCREW PER R2 HELD EAST & WEST
- BRASS SCREW PER S.N. 15566 & R2 HELD EAST & WEST
- BRASS SCREW PER S.N. 15566 & R2 HELD EAST & WEST

NARRATIVE:

1. THE PURPOSE OF THIS SURVEY WAS TO REPLAT FOR CONDOMINIUM CONVERSION PURPOSES THE SOUTH 100.00 FEET OF THE EAST 150.00 FEET OF BLOCK 7 OF THE DULY RECORDED PLAT OF "JOHNSON'S ADDITION TO THE CITY OF PORTLAND," AT THE REQUEST OF PARK WEST ASSOCIATES LLC.
2. FOR MY BASIS OF BEARINGS AND BOUNDARY RESOLUTION REFER TO THE DULY RECORDED PLAT OF "PARK PLACE CONDOMINIUM" (BOOK 1231, PAGES 66 THRU 72). PLAT RECORDS, MULTNOMAH COUNTY, TO DETERMINE SAID BASIS OF BEARINGS AND SURVEY POINTS FOUND AND TIED MONUMENTS AS SHOWN.
3. THIS HAVING MY BASIS OF BEARINGS AND SURVEY, I SET BRASS SCREW MONUMENTS AT THE NORTHEAST AND SOUTHEAST CORNER OF SUBJECT PROPERTY AS SHOWN.
4. REFERENCE DOCUMENTS: PLAT OF "PARK PLACE TOWER CONDOMINIUM" (PLAT BOOK 1231, PAGES 66-72) AND RECORDER'S FEE NO. 97-16944.

SHEET INDEX:

- SHEET 1: BOUNDARY, NARRATIVE AND OVERALL SITE
- SHEET 2: SURVEYOR'S CERTIFICATE, APPROVALS, DECLARATION, ACKNOWLEDGEMENT
- SHEET 3: FIRST FLOOR AND UPPER LEVEL PARKING
- SHEET 4: BASEMENT AND LOWER LEVEL PARKING
- SHEET 5: FLOORS 2 THROUGH 9 AND EAST ELEVATION
- SHEET 6: TENTH FLOOR

REGISTERED PROFESSIONAL LAND SURVEYOR
 GREGG
 DATE 12/18/98
 EXP. DATE 12/31/98

I HEREBY CERTIFY THAT THIS TRACING IS AN EXACT COPY OF THE ORIGINAL PLAT

SHEET 1 OF 6

APPROVALS:

APPROVED THIS 22nd DAY OF June 1998
CITY OF PORTLAND BUREAU OF BUILDINGS

APPROVED THIS 22nd DAY OF June 1998
BY: Margaret M. Nelson

MULTNOMAH COUNTY SURVEYOR
BY: Robert A. Hurd

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY ORS 120.110 HAVE BEEN PAID AS OF JUNE 30 1998

DIRECTOR
DIVISION OF ASSESSMENT AND TAXATION
MULTNOMAH COUNTY, OREGON

BY: Carol M. Hurd
DEPUTY

STATE OF OREGON }
COUNTY OF MULTNOMAH } SS

I HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM PLAT WAS RECEIVED FOR RECORD AND RECORDED ON MAY 18 1998 ON PAGE 2749

COUNTY RECORDING OFFICE
BY: Carole Swick
DEPUTY

DOCUMENT NO. 98-114954

BOOK 1399, PAGE 25

WASHINGTON PARK CONDOMINIUM

A REPLAT OF THE SOUTH 100' OF THE EAST 150' OF BLOCK 7
"JOHNSON'S ADDITION TO THE CITY OF PORTLAND"
SITUATED IN THE S.W. 1/4 OF SECTION 33, T.1N., R.1E. W.M.
CITY OF PORTLAND
MULTNOMAH CO., OREGON

MARK ASSOCIATES
18615 E. BURNSIDE STREET
PORTLAND, OR 97233
TEL: (503) 667-5550
FAX: (503) 666-8666

DATE: JANUARY 30, 1998
ACCOUNT NO. 97-161
CHECKED BY: DEMI

DECLARATION:

KNOW ALL PEOPLE BY THESE PRESENTS THAT PARK WEST ASSOCIATES LLC, AN OREGON LIMITED LIABILITY COMPANY, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "WASHINGTON PARK CONDOMINIUM" TO BE A TRUE AND CORRECT MAP AND PLAT OF THE LAND OWNED AND LAID OUT BY IT AS "WASHINGTON PARK CONDOMINIUM," BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERETO ANNEXED AND THE PROPERTY AND IMPROVEMENTS DESCRIBED AND DEPICTED ON THIS PLAT ARE SUBJECT TO THE PROVISIONS OF ORS 100.005 TO 100.025.

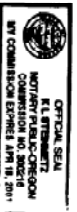
B. R. Stutz
MANAGING MEMBER OF PARK WEST ASSOCIATES LLC

ACKNOWLEDGEMENT:

STATE OF OREGON }
COUNTY OF MULTNOMAH } SS

KNOW ALL PEOPLE BY THESE PRESENTS, THIS IS TO CERTIFY THAT ON THIS 26th DAY OF MAY 1998, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED BENJAMIN R. STUTZ, MANAGING MEMBER OF PARK WEST ASSOCIATES LLC, WHO BEING DULY SWORN, DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN THE FOREGOING INSTRUMENT, AND THAT HE DOES HEREBY ACKNOWLEDGE THAT HIS SIGNATURE AFFIXED THERE TO IS OF HIS OWN FREE ACT AND DEED ON BEHALF OF SAID PARK WEST ASSOCIATES LLC.

NOTARY PUBLIC FOR THE STATE OF OREGON



SURVEYOR'S CERTIFICATE:

I, DALE E. MARK, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE ATTACHED PLAT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON, SAID LAND BEING DESCRIBED AS FOLLOWS:

THE SOUTH 100.00 FEET OF THE EAST 150.00 FEET OF BLOCK 7 OF THE DUTY RECORDED PLAT OF "JOHNSON'S ADDITION TO THE CITY OF PORTLAND," MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, BEING A BRASS SCREW WITH A 3/4" DIAMETER BRASS WASHER STAMPED "MARK ASSOC.", SET AT THE SOUTHEAST CORNER OF SAID BLOCK 7, SAID CORNER BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF S.W. ST. CLARK AVENUE (38' WIDE) WITH THE NORTH RIGHT-OF-WAY LINE OF S.W. PARK PLACE (60' WIDE), AND FROM THENCE A 2" GALVANIZED IRON PIPE MARKING THE INITIAL POINT OF THE DUTY RECORDED PLAT OF "PARK PLACE TOWER CONDOMINIUM" PLAT BEING 12311 PAGES BEING 12311 MULTNOMAH COUNTY RECORDS, BEARS WEST, 80.000 FEET, THENCE TO THE SOUTHWEST CORNER OF SAID "PARK PLACE TOWER CONDOMINIUM," THENCE NORTH, ALONG THE EAST LINE OF SAID "PARK PLACE TOWER CONDOMINIUM," 100.00 FEET TO THE NORTHEAST CORNER, THEREOF; THENCE EAST, ALONG THE EASTERN EXTENSION OF THE NORTH LINE OF SAID PLAT OF "PARK PLACE TOWER CONDOMINIUM," 150.00 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF SAID S.W. ST. CLARK AVENUE; THENCE SOUTH, ALONG SAID WEST RIGHT-OF-WAY, 100.00 FEET TO THE INITIAL POINT, CONTAINING AN AREA OF 15,000 SQUARE FEET.

I hereby certify that this tracing is an exact copy of the original plat

REGISTERED PROFESSIONAL LAND SURVEYOR
DALE E. MARK
OREGON
2196
EXP. DATE 12/31/98

DALE E. MARK, REGISTERED PROFESSIONAL LAND SURVEYOR, DOES HEREBY CERTIFY THAT THE PLAT, "WASHINGTON PARK CONDOMINIUM," SAID PLAT AND CONSTRUCTION THEREOF, THE BOUNDARIES OF THE UNITS AND THE CONSTRUCTION OF THE UNITS AND BUILDING, AS DEPICTED ON SAID PLAT, HAS BEEN COMPLETED.

DATED THIS ___ DAY OF ___ 199__

DALE E. MARK, PLS 2198

FIRST FLOOR & UPPER LEVEL PARKING

BOOK 1239, PAGE 212

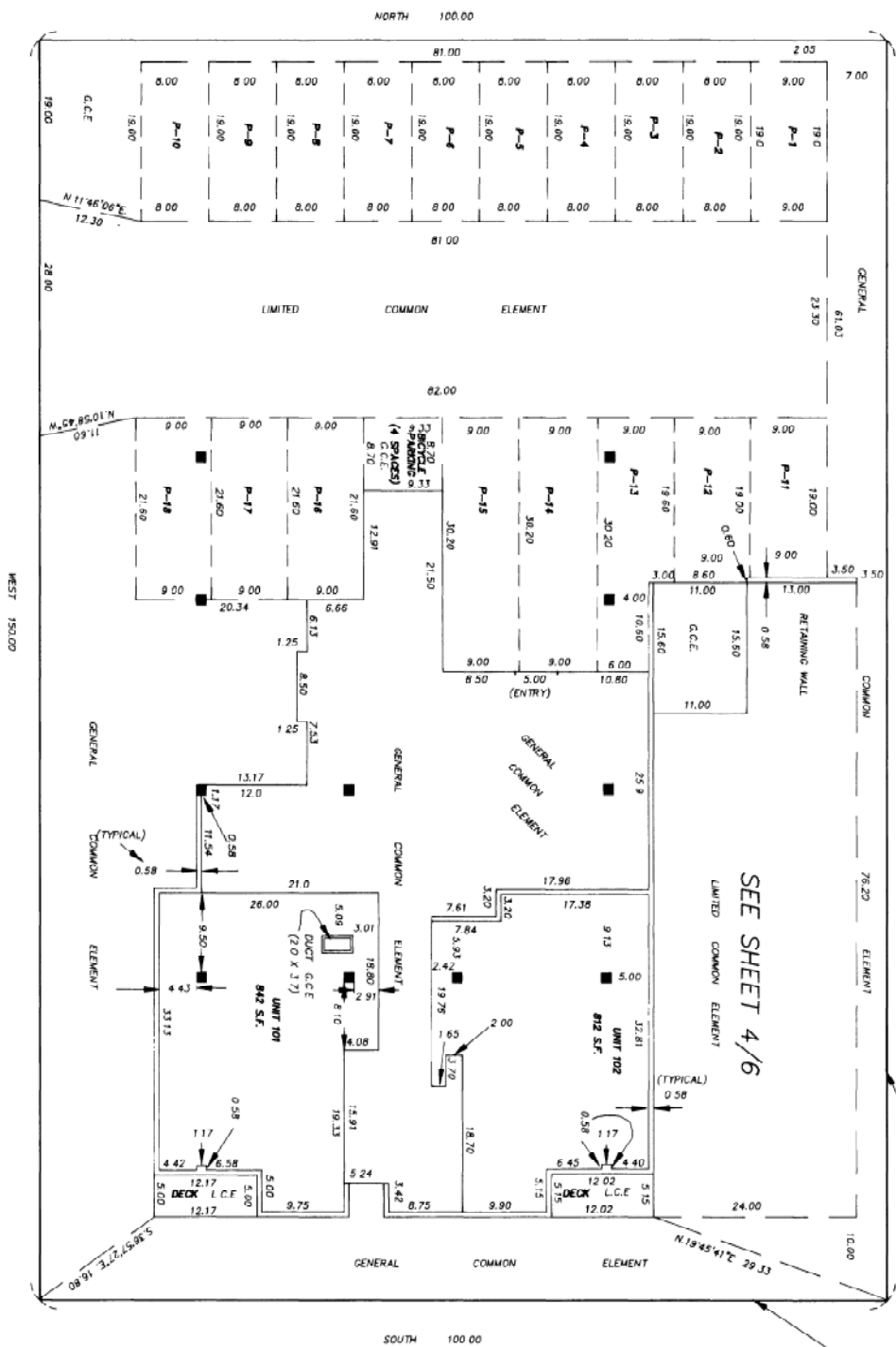
WASHINGTON PARK CONDOMINIUM I

A REPLAT OF THE SOUTH 100' OF THE EAST 150' OF BLOCK 7
 "JOHNSON'S ADDITION TO THE CITY OF PORTLAND"
 SITUATED IN THE S.W. 1/4 OF SECTION 33, T.1N., R.1E. W.M.
 MULTNOMAH CO., OREGON

- NOTES:
1. ALL INTERSECTING BUILDING LINES ARE PERPENDICULAR.
- LEGEND:
- 1 "S" DENOTES SQUARE FEET
 - 2 "G.C.E." DENOTES GENERAL COMMON ELEMENT
 - 3 "L.C.E." DENOTES LIMITED COMMON ELEMENT
 - 4 "P" DENOTES LIMITED COMMON ELEMENT FOR PARKING
 - 5 "■" DENOTES 117 X 117 COLUMN, G.C.E.

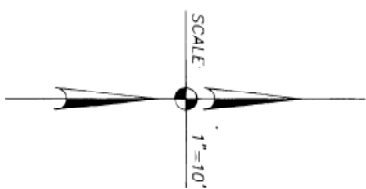
MARX ASSOCIATES
 19615 E. BURNSIDE STREET
 PORTLAND, OR 97233
 TEL: (503) 667-5550
 FAX: (503) 666-8666

DATE: JANUARY 30, 1998
 ACCOUNT NO. 97-161
 CHECKED BY: DEVI



SEE SHEET 4/6

LIMITED COMMON ELEMENT



REGISTERED PROFESSIONAL LAND SURVEYOR
 DATE: 12/31/98
 EXP. DATE: 12/31/98

I HEREBY CERTIFY THAT THIS TRACING IS AN EXACT COPY OF THE ORIGINAL PLAT.

SHEET 3 OF 6

BASEMENT & LOWER LEVEL PARKING

BOOK 1239, PAGE 27

WASHINGTON PARK CONDOMINIUM

A REPLAT OF THE SOUTH 100' OF THE EAST 150' OF BLOCK 7
 "JOHNSON'S ADDITION TO THE CITY OF PORTLAND"
 SITUATED IN THE S.W. 1/4 OF SECTION 33, T.1N., R.1E. W.M.
 MULTNOMAH CO., OREGON

NOTES:

1. ALL INTERSECTING BUILDING LINES ARE PERPENDICULAR.

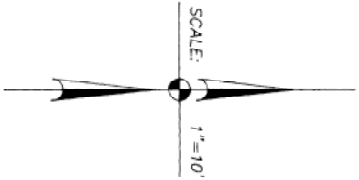
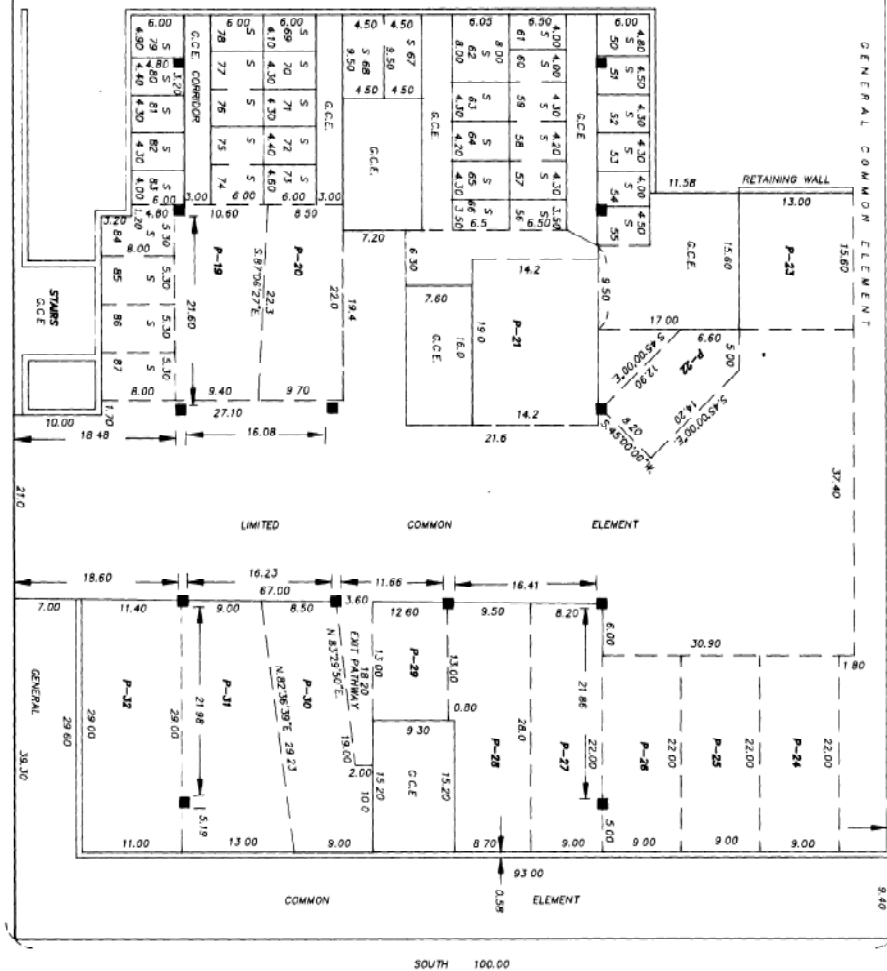
LEGEND:

- 1. "G.C.E." DENOTES GENERAL COMMON ELEMENT.
- 2. "L.C.E." DENOTES LIMITED COMMON ELEMENT.
- 3. "S" DENOTES LIMITED COMMON ELEMENT STORAGE.
- 4. "■" DENOTES 1:17 X 1:17 COLUMN, G.C.E.
- 5. "P-..." DENOTES LIMITED COMMON ELEMENT FOR PARKING.

MARX ASSOCIATES
 18515 E. BURNSIDE STREET
 PORTLAND, OR 97233
 TEL: (503) 667-5550
 FAX: (503) 666-8666

DATE: JANUARY 30, 1998
 ACCOUNT NO. 97-161
 CHECKED BY: DEVI

SEE SHEET 3/6



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 DOREN
 DATE: 12/21/98
 EXP. DATE: 12/31/98

I HEREBY CERTIFY THAT THIS TRACING IS AN EXACT COPY OF THE ORIGINAL PLAT.

SHEET 4 OF 6

NOTES:

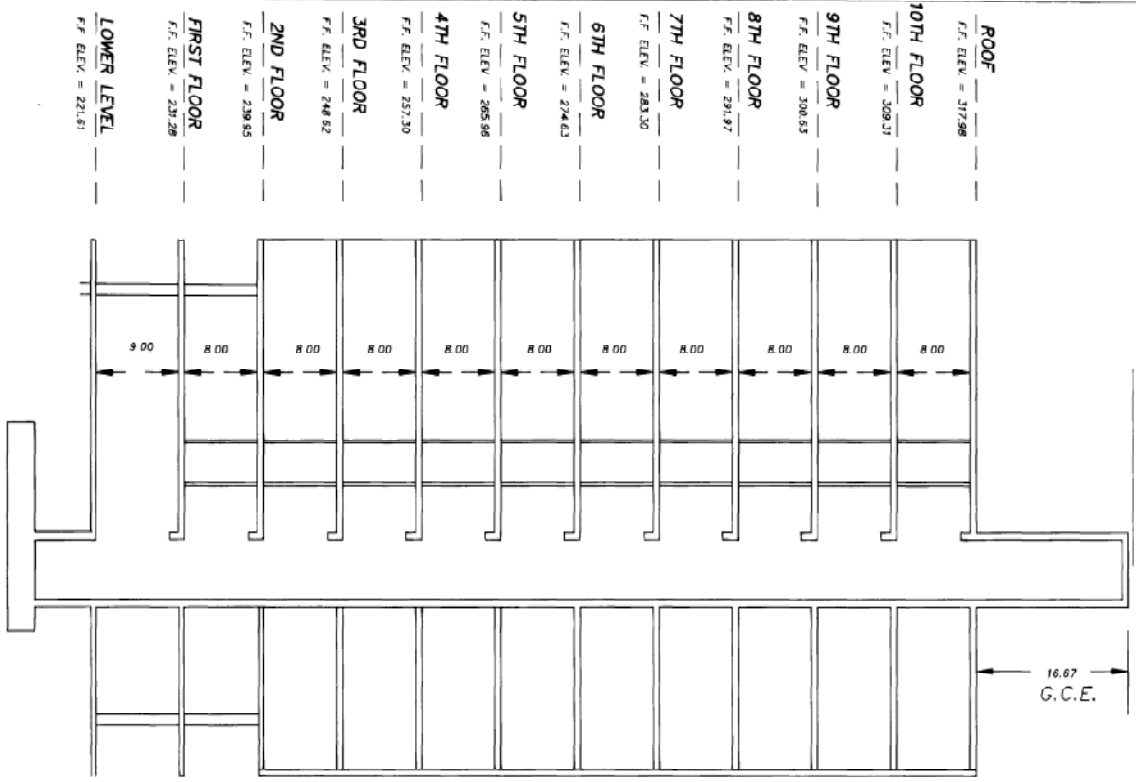
- 1. ALL INTERSECTING BUILDING LINES ARE PERPENDICULAR.
- 2. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM BENCH MARK NO. 1152 AT THE SOUTHWEST CORNER OF S.W. VISTA AVENUE AND PARK PLACE. (ELEVATION 252.857)

LEGEND:

- 1. S.F. DENOTES SQUARE FEET.
- 2. G.C.E. DENOTES GENERAL COMMON ELEMENT.
- 3. L.C.E. DENOTES LIMITED COMMON ELEMENT.
- 4. ■ DENOTES 11/2" X 11/2" COLUMN, G.C.E.

EAST ELEVATION

SCALE: 1"=10'



BOOK 1239, PAGE 28

WASHINGTON PARK CONDOMINIUM

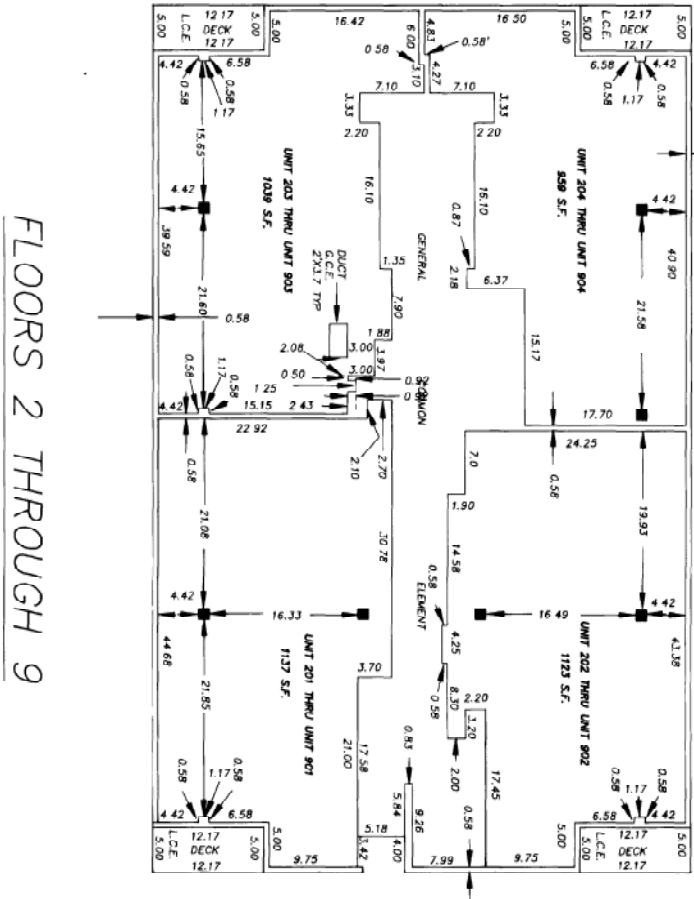
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 CITY OF PORTLAND
 MULTNOMAH CO., OREGON

MARX ASSOCIATES
 18515 E. BURNSIDE STREET
 PORTLAND, OR 97233
 TEL: (503) 667-5550
 FAX: (503) 666-8666

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Mark S. Marx
 DATE 12/5/98

DATE: JANUARY 30, 1998
 ACCOUNT NO. 97-161
 CHECKED BY: DEMI

I hereby certify that this tracing is an exact copy of the original plat.
Mark S. Marx



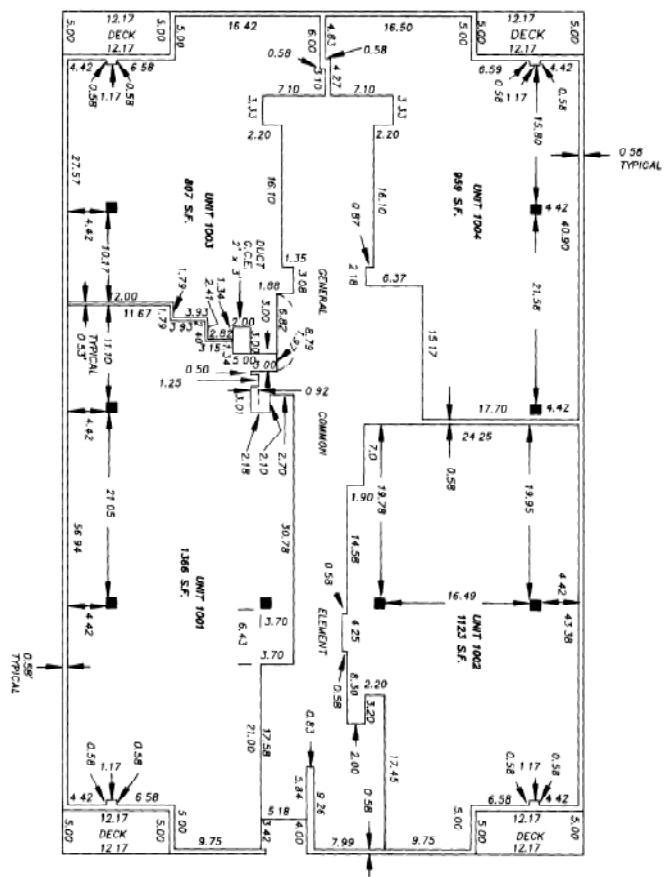
FLOORS 2 THROUGH 9

SCALE: 1"=10'

SHEET 5 OF 6

NOTES:
 1. ALL INTERSECTING BUILDING LINES ARE PERPENDICULAR

- LEGEND:
 1. "S.F." DENOTES SQUARE FEET;
 2. "G.C.E." DENOTES GENERAL COMMON ELEMENT
 3. "U.C.E." DENOTES UNIT COMMON ELEMENT
 4. ■ DENOTES 1 1/2" X 1 1/2" COLUMN, G.C.E.



TENTH FLOOR

SCALE: 1"=10'

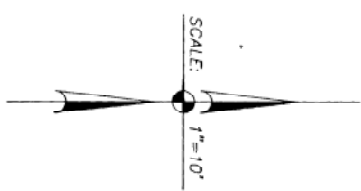
BOOK 1299, PAGE 29

WASHINGTON PARK CONDOMINIUM

A REPLAT OF THE SOUTH 100' OF THE EAST 150' OF BLOCK 7
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 CITY OF PORTLAND
 MULTNOMAH CO., OREGON

MARX ASSOCIATES
 18615 E. BURNSIDE STREET
 PORTLAND, OR 97233
 TEL: (503) 667-5550
 FAX: (503) 666-8666

DATE: JANUARY 30, 1998
 ACCOUNT NO. 97-161
 CHECKED BY: DEMI



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 DATE: E. MARX
 2/96
 EXP. DATE 12/31/98

I hereby certify that this tracing is an exact copy
 of the original plat

AFTER RECORDING, RETURN TO:

Howard M. Fein
Steel River LLP
900 SW Fifth Avenue, Suite 2300
Portland, Oregon 97204

Fidelity plus 6/30/98

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



278.00

98114955 12:53pm 06/30/98

013 20017877 02 11
E41 55 0.00 275.00 0.00 3.00 0.00

DECLARATION SUBMITTING
WASHINGTON PARK CONDOMINIUM
TO CONDOMINIUM OWNERSHIP

PARK WEST ASSOCIATES LLC,

DECLARANT

PDX1A-94460.3 29789-0001

55

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1.7 "Eligible Mortgage Holder"	2
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**DECLARATION SUBMITTING
WASHINGTON PARK CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this *17th* day of *April*, 19*98*, by **PARK WEST ASSOCIATES LLC**, an Oregon limited liability company ("Declarant").

Declarant proposes to create a condominium to be known as Washington Park Condominium, which will be located in the City of Portland, Multnomah County, Oregon. The purpose of this Declaration is to submit Washington Park Condominium to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

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

ARTICLE 1.

DEFINITIONS

When used in this Declaration the following terms shall have the following meanings:

1.1 "**Association**" means the association of unit owners established pursuant to Article 14 below.

1.2 "**Bylaws**" means the Bylaws of the Association of Unit Owners of Washington Park Condominium adopted pursuant to Section 14.4 below as the same may be amended from time to time.

1.3 "**Condominium**" means all of that property submitted to the condominium form of ownership by this Declaration.

1.4 "**Declarant**" means Park West Associates LLC, an Oregon limited liability company, and its successors and assigns.

1.5 "**Declaration**" means this Declaration as the same may hereafter be amended.

1.6 "**Eligible Mortgage Insurer or Guarantor**" means an insurer or governmental guarantor of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below.

1.7 "**Eligible Mortgage Holder**" means a holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below, but shall not include a contract vendor.

1.8 "**Living Units**" means those dwelling units labeled as such in the attached Exhibit B.

1.9 "**Mortgage**" and "**Mortgagee**" mean, respectively, a recorded mortgage, trust deed or contract of sale which creates a lien against a unit, and the holder, beneficiary or vendor of such a mortgage, trust deed or contract of sale.

1.10 "**Parking Units**" means those units for parking of vehicles labeled as such in the attached Exhibit B.

1.11 "**Plat**" means the plat of Washington Park Condominium recorded simultaneously with the recording of this Declaration.

1.12 **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.

ARTICLE 2.

SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The property submitted to the Oregon Condominium Act by this Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The land submitted is located in the City of Portland, Multnomah County, Oregon, and is more particularly described in the attached Exhibit A. The property submitted includes the land so described, all buildings, improvements and structures, all easements, and rights and appurtenances located on, belonging to or used in connection with such land.

ARTICLE 3.

NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "Washington Park Condominium."

ARTICLE 4.

UNITS

4.1 **General Description of Buildings.** The Condominium contains one building. Such building is 10 stories, with basement. The building is of concrete construction with concrete siding and built-up roof.

4.2 **General Description, Location and Designation of Units.** The Condominium consists of a total of 38 Living Units and 32 Parking Units for a total of 70 units. The dimensions, designation and location of each unit are shown in the Plat, which is made a part of this Declaration as if fully set forth herein. The approximate area of each unit is shown on the attached Exhibit B.

4.3 **Boundaries of Units.**

(a) **Living Units.** Each Living Unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim. The Living Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces and the exterior surfaces so described. All other portions of the walls, floors or ceilings shall be a part of the common elements. In addition, each unit shall include the following: (a) All spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the boundaries of the unit; and (b) All outlets of utility and communications service lines, including but not limited to power, light, gas, hot and cold water, heating, refrigeration, air conditioning and waste disposal, security, cable television and telephone, within the boundaries of the unit, but shall not include any part of such lines or ducts themselves.

(b) **Parking Units.** Parking Units are bounded by the surface of floors, ceilings (if any) and perimeter walls (if any). Uncovered Parking Spaces are bounded by a horizontal plane eight feet above the floor. Parking Units without perimeter walls are bounded by a vertical plane at the boundary shown on the Plat. Parking Units do not include the floor, ceiling or perimeter walls themselves.

ARTICLE 5.

GENERAL COMMON ELEMENTS

The general common elements consist of the following:

5.1 The land, pathways, driveways, fences, grounds and roof-top garden and exercise area.

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

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

5.4 Stairways, landings, lobbies, hallways, elevators, entrances and exits which are not part of a unit.

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

ARTICLE 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 decks, each of which shall pertain to the unit which it adjoins as shown on the Plat.

6.2 The parking gate and driveway, which shall pertain in equal proportions to the Parking Units.

6.3 Storage spaces designated as limited common elements in the Plat, each of which shall pertain to the unit indicated in the attached Exhibit B.

ARTICLE 7.

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each Parking Unit will be entitled to a .01 percent undivided ownership in the common elements of the Condominium. The remainder of the percentage interests in the common elements is allocated among the Living Units in accordance with the ratio by which the approximate area of the particular Living Unit bears to the total approximate area of all Living Units combined, as shown on the attached Exhibit B. Each unit's interest in the common elements shall be inseparable from the unit and any conveyance, encumbrance, judicial sale, or other transfer, voluntary or involuntary, of an undivided interest in the common elements shall be void unless the unit to which that interest is allocated is also transferred.

ARTICLE 8.

COMMON PROFITS AND EXPENSES: VOTING

8.1 **Allocation of Common Profits and Expenses.** The common profits and common expenses of the Condominium shall be allocated to the owner of each unit according to the allocation of undivided interest of such unit in the common elements, except that the costs of maintaining the limited common element parking gate and driveways shall be charged to each of the Parking Units equally. Except upon termination of the Condominium or as otherwise provided in the Bylaws with respect to damage, destruction or condemnation, any such common profits shall be used solely for the purpose of maintaining, repairing and replacing the common elements or for other expenses or reserves of the Association.

8.2 **Allocation of Voting Rights.** Each unit owner shall be entitled to one vote in the affairs of the Association and for the purposes of this Declaration for each Living Unit owned by him. The method of voting shall be as specified in the Bylaws.

ARTICLE 9.

SERVICE OF PROCESS

The designated agent to receive service of process in cases provided in subsection (1) of ORS 100.550 is named in the Condominium Information Report which has been filed in accordance with ORS 100.250(1)(a).

ARTICLE 10.

USE OF PROPERTY

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 such documents.

10.1 **Living Units.** Living Units shall be used primarily for residential purposes as defined in the Bylaws.

10.2 **Parking Units.** Parking Units may be used only for parking of vehicles and may be owned only by the owner of a Living Unit in the Condominium and used in connection with the use of such a unit. Parking Units may not be used by any person other than an owner or tenant of a Living Unit in the Condominium. Transfer of Parking Units by or among unit owners shall be accomplished by deed or other form of real property conveyance instrument.

ARTICLE 11.

MAINTENANCE OF COMMON ELEMENTS

11.1 **Responsibility for Maintenance.** 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.

11.2 **Mortgagee's Rights upon Failure to Maintain.** If the mortgagee 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, at its option, may give 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, upon written notice to the registered agent that it is exercising its proxy rights, 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 on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.

11.3 **Rights of City Upon Failure to Maintain.** The provisions of this Declaration and of the Bylaws regarding the maintenance, repair and replacement of the common elements shall be deemed to be for the benefit of the City of Portland, as well as the unit owners, and the City may enforce such provisions by appropriate proceedings at law or in equity. Without limitation to the foregoing, the City may deliver a written notice to the board of directors by delivering the 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 30 days after receipt of the notice, or, if such correction cannot reasonably be completed within such time, the Association fails within such time to commence and pursue the correction with reasonable diligence, then the City may take necessary curative action. In such event, the cost of correction by the City shall constitute a lien against each unit and its interest in the common elements based upon such unit's share of the common expenses as provided in this Declaration.

ARTICLE 12.

EASEMENTS

12.1 **In General.** Each unit has an easement in and through each other unit and the common elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each unit and all the common elements are specifically subject to easements as required for the electrical wiring and plumbing for each unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement

for common elements reserved by law. Each unit owner has an unrestricted right of ingress and egress to his or her unit. This right is perpetual and passes with the ownership of the unit.

12.2 Encroachments. Each unit and all common elements shall have an easement over all adjoining units and common elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection as long as the physical boundaries of the units are in substantial accord with the description of those boundaries that appears in the Declaration. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and the rights and obligations of owners shall not be altered in any way by the encroachment. This provision does not relieve a unit owner of liability in the case of willful misconduct of the unit owner, or relieve Declarant or any contractor, subcontractor or materialman from any liability as a result of failure to adhere to the Plat. The encroachments described in this Section 12.2 shall not be construed to be encumbrances affecting the marketability of title to any unit.

12.3 Granting of Easements by Association. The Association, upon prior approval of 75 percent of the voting power of the unit owners, may grant, execute, acknowledge, deliver and record on behalf of the unit owners leases in excess of two years, easements, rights-of-way, licenses, and similar interests affecting the common elements and consent to vacation of roadways within and adjacent to the Condominium. Any such instrument shall be executed by the chairman and secretary of the Association. No such interest may be granted with regard to a limited common element unless the owners and mortgagees of the units having the right to use such limited common element consent to and join in the instrument granting the interest.

12.4 Right of Entry. The board of directors of the Association, managing agent, manager or any other person authorized by the board of directors shall have the right to enter any unit in the case of an emergency originating in or threatening such unit or other condominium property, whether or not the owner is present at the time. Such persons shall also have the right to enter any unit for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

12.5 Easements for Declarant. Declarant and Declarant's agents, successors and assigns shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of completing or making repairs to existing structures for the purpose of carrying out sales and rental activities necessary or convenient for the sale or rental of units, including, without limitation, the right to use the units owned by Declarant as model units and the right to use a unit as a sales office, and for the purpose of discharging any other obligation of Declarant or exercising any other special Declarant right, whether arising under the Oregon Condominium Act or reserved in this Declaration or the Bylaws.

12.6 **Parking Area Easements.** The upper limited common element driveway shall be subject to an easement in favor of the Association and all unit owners for access to and from the general common elements. Parking Units 14, 19, 20 and 30 shall also be subject to such an easement for access to adjoining general common elements.

ARTICLE 13.

APPROVAL BY MORTGAGEES

13.1 **Notice of Action.** Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the unit number or address of the unit on which it has (or insures or guarantees) the mortgage, any such eligible mortgage holder or eligible insurer or guarantor shall be entitled to timely written notice of the following:

- (a) Any condemnation or casualty loss which affects a material portion of the Condominium or affects the unit securing its mortgage.
- (b) Any 60-day delinquency in the payment of assessments or charges owed by an owner of any unit on which it holds the mortgage.
- (c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.
- (d) Any proposed action which would require consent of a specified percentage of eligible mortgage holders as required by this article.

13.2 **Termination and Amendment to Documents.**

- (a) The approval of eligible holders holding mortgages on units which have at least 67 percent of the voting rights of units subject to eligible holder mortgages shall be required to terminate the legal status of the project as a condominium for reasons other than substantial destruction or condemnation of the property.
- (b) Except when a greater percent is required by the Declaration or Bylaws, or a greater or lesser percent is required by the Oregon Condominium Act, the consent of the owners of units holding at least 67 percent of the voting rights and the approval of eligible holders holding mortgages on units which have at least 51 percent of the voting rights of the units subject to eligible holder mortgages shall be required for any amendments of a material nature to the Declaration or Bylaws. Any amendment to the Declaration or Bylaws which changes any of the following shall constitute a material change:

- (1) Voting rights;

- (2) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or the priority of such liens;
- (3) Reduction in reserves for maintenance, repair and replacement of the common elements;
- (4) Responsibility for maintenance and repairs;
- (5) Reallocation of interests in the general or limited common elements, or rights to their use;
- (6) The boundaries of any unit;
- (7) Convertibility of units into common elements or of common elements into units;
- (8) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (9) Hazard or fidelity insurance requirements;
- (10) Imposition of any restrictions on the leasing of units;
- (11) Imposition of any restriction on the right of a unit owner to sell or transfer his or her unit;
- (12) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than specified in this Declaration or the Bylaws;
- (13) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (14) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

(c) An addition or amendment to the Declaration or Bylaws shall not be considered material for purposes of Section 13.2(b) if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who receives a written request to approve any termination, additions or amendments and who does not deliver or post to the requesting party a negative response within 30 days shall after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, return receipt requested, be deemed to have approved such request.

13.3 **Additional Approvals.** In addition to any other approvals required by the Oregon Condominium Act, this Declaration or the Bylaws, the prior written approval of two-thirds of the holders of first mortgages on units in the Condominium (based upon one vote for each first mortgage owned) or unit owners (other than Declarant) must be obtained for the following:

- (a) Abandonment or termination of the Condominium regime.
- (b) Any change in the pro rata interest or obligations of any individual unit for (a) purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each unit in the common elements.
- (c) The partition or subdivision of any unit.
- (d) Abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause.
- (e) 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.

13.4 **Notice to First Mortgagees of Defaults.** Any first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the owner of the mortgaged unit of any obligation under this Declaration, the rules and regulations or the Bylaws which is not cured within 60 days.

ARTICLE 14.

ASSOCIATION OF UNIT OWNERS

14.1 **Organization.** Upon the recording of this Declaration an association of unit owners shall be organized to serve as a means through which the unit owners may take action with regard to the administration, management and operation of the Condominium. The name of this association shall be "Association of Unit Owners of Washington Park Condominium," and the Association shall be an Oregon nonprofit corporation.

14.2 **Membership: Board of Directors.** Each unit owner shall be a member of the Association. The affairs of the Association shall be governed by a board of directors as provided in the Bylaws.

14.3 **Powers and Duties.** The Association shall have such powers and duties as may be granted to it by the Oregon Condominium Act, including each of the powers set forth in ORS 100.405(4), together with such additional powers and duties afforded it by this Declaration or the Bylaws.

14.4 **Adoption of Bylaws, Declarant Control of Association.** Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association, which Bylaws are attached as Exhibit C. 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 Section 3.4 of the Bylaws. In addition, Declarant shall have the right to consent to any amendment to the Declaration or the Bylaws as provided in Section 15.2 below and Section 9.2 of the Bylaws.

ARTICLE 15.

AMENDMENT

15.1 **How Proposed.** Amendments to the Declaration shall be proposed by either a majority of the board of directors or by unit owners holding thirty percent (30%) or more of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

15.2 **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 unit owners holding 75 percent of the voting rights of the Condominium and by mortgagees to the extent required by Article 13. Declarant's prior written consent shall also be required so long as Declarant owns 25 percent or more of the Living Units in the Condominium, but no such consent shall be required after three years from the date of conveyance of the first unit to a person other than Declarant. Except as otherwise permitted by the Oregon Condominium Act, no amendment may change the size, location, allocation of undivided interest in the common elements, method of determining liability for common expenses, right to common profits, or voting rights of any unit unless such amendment has been approved by the owners and mortgagees of the affected unit. Any amendment which would limit or diminish any special Declarant rights established in this Declaration or the Bylaws shall require the written consent of Declarant.

15.3 **Recordation.** The amendment shall be effective upon recordation in the Deed Records of Multnomah County, Oregon, of the Declaration as amended or of the amendment thereto, certified to by the chairman and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Oregon Condominium Act, and approved by the county assessor and the Real Estate Commissioner if such approvals are required by the Oregon Condominium Act.

ARTICLE 16.

SEVERABILITY

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

ARTICLE 17.

APPLICABILITY

Each unit owner, including Declarant as to any unsold unit, shall be subject to all of the rights and duties assigned to unit owners under the terms of the Declaration and Bylaws.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first set forth above.

PARK WEST ASSOCIATES LLC, an Oregon limited liability company

By *Benjamin R. Stutz*
Benjamin R. Stutz, Managing Member

STATE OF OREGON)
) ss.
County of)

The foregoing instrument was acknowledged before me this 17th day of APRIL, 1998, by Benjamin R. Stutz, Managing Member of Park West Associates LLC, an Oregon limited liability company, on its behalf.



Patricia C. Kester
Notary Public for Oregon
My commission expires: 3/11/2001

MORTGAGEE'S CONSENT

KEY BANK is the owner and holder of a mortgage or trust deed on the property being submitted to the Oregon Condominium Act hereunder and consents to the making of the foregoing Declaration.

KEY BANK

By *[Signature]*

STATE OF OREGON)
)ss.
County of Multnomah)

On this 20th day of April, 1998²⁰⁰¹ personally appeared before me John Leszke, Vice President of Key Bank, an Oregon corporation, on its behalf.



[Signature]
Notary Public for Oregon
My commission expires:

The foregoing Declaration is approved this 30 day of JUNE, 1998

**ASSESSOR AND TAX COLLECTOR
FOR MULTNOMAH COUNTY**

By *Carol Nichols*
Deputy

The foregoing Declaration is approved pursuant to ORS 100.100 this 28th day of May, 19 98 and in accordance with ORS 100.110(7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.

SCOTT W. TAYLOR
Real Estate Commissioner

By  _____
Marge Robinson

EXHIBIT A

Legal Description

The premises are in Multnomah County and are described as follows:

Located in the Southwest quarter of Section 33, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, said land being described as follows:

The South 100.00 feet of the East 150.00 feet of Block 7 of the duly recorded plat of JOHNSON'S ADDITION TO THE CITY OF PORTLAND, more particularly described as follows:

Beginning at the initial point, being a brass screw with a 3/4 inch diameter brass washer stamped "MARX ASSOCS," set at the southeast corner of said Block 7, said corner being the intersection of the west right-of-way line of SW St. Clair Avenue (58 feet wide) with the north right-of-way line of SW Park Place (60 feet wide), and from which a 2-inch galvanized iron pipe marking the initial point of the duly recorded plat of PARK PLACE TOWER CONDOMINIUM (Plat Book 1233, Pages 66-72), Multnomah County Plat Records, bears west, 300.00 feet; thence west, along the north right-of-way line of said S.W. Park Place, 150.00 feet to the southeast corner of said PARK PLACE TOWER CONDOMINIUM; thence north, along the east line of said PARK PLACE TOWER CONDOMINIUM, 100.00 feet to the northeast corner thereof; thence east, along the easterly extension of the north line of said plat of PARK PLACE TOWER CONDOMINIUM, 150.00 feet to a point in the west right-of-way line of said S.W. St. Clair Avenue; thence south, along said west right-of-way, 100.00 feet to the initial point.

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EXHIBIT B

Unit Square Footages and Undivided Interests

Type	Unit No.	Square Footage	Undivided Interest	Storage Space
Living	101	849	2.11	S80
Living	102	849	2.11	S66
Living	201	1137	2.84	S76
Living	202	1123	2.80	S77
Living	203	1039	2.59	S83
Living	204	959	2.38	S56
Living	301	1137	2.84	S61
Living	302	1123	2.80	S52
Living	303	1039	2.59	S53
Living	304	959	2.38	S54
Living	401	1137	2.84	S70
Living	402	1123	2.80	S71
Living	403	1039	2.59	S69
Living	404	959	2.38	S78
Living	501	1137	2.84	S60
Living	502	1123	2.80	S75
Living	503	1039	2.59	S82
Living	504	959	2.38	S81
Living	601	1137	2.84	S50
Living	602	1123	2.80	S59
Living	603	1039	2.59	S58

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Type	Unit No.	Square Footage	Undivided Interest	Storage Space
Living	604	959	2.38	S72
Living	701	1137	2.84	S79
Living	702	1123	2.80	S84
Living	703	1039	2.59	S51
Living	704	959	2.38	S64
Living	801	1137	2.84	S68
Living	802	1123	2.80	S67
Living	803	1039	2.59	S73
Living	804	959	2.38	S74
Living	901	1137	2.84	S85
Living	902	1123	2.80	S86
Living	903	1039	2.59	S57
Living	904	959	2.38	S63
Living	1001	1366	3.40	S62
Living	1002	1123	2.80	S87
Living	1003	807	2.00	S55
Living	1004	959	2.38	S65
Parking	P1	-	.01	
Parking	P2	-	.01	
Parking	P3	-	.01	
Parking	P4	-	.01	
Parking	P5	-	.01	
Parking	P6	-	.01	
Parking	P7	-	.01	
Parking	P8	-	.01	

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Type	Unit No.	Square Footage	Undivided Interest	Storage Space
Parking	P9	-	.01	
Parking	P10	-	.01	
Parking	P11	-	.01	
Parking	P12	-	.01	
Parking	P13	-	.01	
Parking	P14	-	.01	
Parking	P15	-	.01	
Parking	P16	-	.01	
Parking	P17	-	.01	
Parking	P18	-	.01	
Parking	P19	-	.01	
Parking	P20	-	.01	
Parking	P21	-	.01	
Parking	P22	-	.01	
Parking	P23	-	.01	
Parking	P24	-	.01	
Parking	P25	-	.01	
Parking	P26	-	.01	
Parking	P27	-	.01	
Parking	P28	-	.01	
Parking	P29	-	.01	
Parking	P30	-	.01	
Parking	P31	-	.01	
Parking	P32	-	.01	
	TOTALS	40017	100.00	

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EXHIBIT C

BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF
WASHINGTON PARK CONDOMINIUM

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**BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF
WASHINGTON PARK CONDOMINIUM**

ARTICLE 1.

PLAN OF CONDOMINIUM OWNERSHIP

1.1 **Name and Location.** These are the bylaws of the ASSOCIATION OF UNIT OWNERS OF WASHINGTON PARK CONDOMINIUM (the "Association"). Washington Park Condominium (the "condominium") is located in the City of Portland, Multnomah County, Oregon, and has been submitted to the Oregon Condominium Act by a declaration recorded simultaneously with these bylaws (the "Declaration"). The location of the condominium is more specifically described in the Declaration.

1.2 **Principal Office.** The principal office of the Association shall be located at 1128 SW Englewood Drive, Lake Oswego, Oregon 97034 or such other address as may be designated by the board of directors from time to time.

1.3 **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.

1.4 **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 adopted pursuant to these bylaws.

1.5 **Composition of Association.** The Association shall be composed of all the unit owners of the condominium, including Park West Associates LLC, an Oregon limited liability company, and its successors and assigns (the "Declarant"), and the Association, itself, to the extent any of these own any unit or units of the condominium.

1.6 **Incorporation.** The Association shall be incorporated under the Oregon Non-Profit Corporation Law. The Articles of Incorporation of the Association shall be consistent with the Declaration and these bylaws, and these bylaws shall constitute the bylaws of the incorporated association.

1.7 **Definitions.** The definitions contained in or adopted by the Declaration shall be applicable to these bylaws.

ARTICLE 2.

MEETINGS OF ASSOCIATION

2.1 **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.

2.2 **Organizational and Turnover Meeting.** Within three years after the date of conveyance of the first unit to a person other than the Declarant, or within ninety (90) days after Declarant has sold and conveyed seventy-five percent (75%) or more of the total units in the condominium, whichever is earlier, the Declarant shall call the first meeting of the unit owners to organize the Association and to elect directors. Notice of such meeting shall be given to all owners as provided in Section 2.5. If Declarant fails to call the meeting, the meeting may be called and notice given by any unit owner or mortgagee of a unit. The expense of giving notice shall be paid or reimbursed by the Association. At the meeting, Declarant shall deliver to the Association such information and documents as may be required by the Oregon Condominium Act. Nothing in this section shall be construed as preventing the Declarant from calling the organizational and turnover meeting prior to such date, or from calling informal, informational meetings of the unit owners.

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

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

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

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

2.7 **Proxies.** A vote may be cast in person or by proxy. A proxy given by a unit owner to any person who represents such owner at meetings of the Association shall be in writing and signed by such owner, and shall be filed with the secretary, at any time prior to the meeting. The presence of an owner at a meeting shall automatically revoke such owner's proxy for all matters which come before the meeting while the owner is present. 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 such owner's 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 under these bylaws and to exercise the unit owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the board of directors. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

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

2.9 **Tenants and Contract Vendors.** Unless otherwise expressly stated in the rental agreement or lease, all voting rights allocated to a unit shall be exercised by the owner/landlord. Unless otherwise stated in the contract, all voting rights allocated to a unit shall be exercised by the vendee of any recorded land sale contract on the unit.

2.10 **Quorum of Unit Owners.** At any meeting of the Association, members holding fifty percent (50%) of the voting rights, 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 of the meeting 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.

2.11 **Majority Vote.** The vote of the holders of more than fifty percent (50%) of the voting rights, 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.

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

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

2.13 **Ballot Meetings.** At the discretion of the board of directors, any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every member that is entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of unit owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected. If approval of a proposed action otherwise would require a meeting at which a specified percentage of unit owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required

percentage has not been met. Votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered. All solicitations for votes by written ballot shall state the number of responses needed to meet any applicable quorum requirement and the total percentage of votes needed for approval. All such solicitations for votes shall specify the period during which the Association will accept written ballots for counting, which period shall end on the earliest of (a) the date on which the Association has received a sufficient number of approving ballots to pass the proposal, or (b) the date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage, or (c) a date certain on which all ballots must be returned to be counted. A written ballot may not be revoked.

ARTICLE 3.

BOARD OF DIRECTORS

3.1 **Number and Qualification.** The affairs of the Association shall be governed by a board of directors composed of one (1) interim director or three (3) to five (5) regular directors, as provided in Sections 3.2 and 3.4 of this Article. All directors, other than interim directors appointed by Declarant, 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.

3.2 **Interim Directors.** Upon the recording of the Declaration submitting the condominium to the Oregon Condominium Act the Declarant shall appoint an interim board of one (1) director, who shall serve until replaced by Declarant or his successors have been elected by the unit owners as provided below.

3.3 **Transitional Committee.** Unless the organizational and turnover meeting described in Section 2.2 above has already been held, Declarant shall call a meeting of the unit owners for the purpose of forming a transitional committee. The meeting shall be called within sixty (60) days of conveyance to persons other than Declarant of fifty percent (50%) of the units. Declarant shall give notice of the meeting as provided in Section 2.5 above. The committee shall consist of two or more members elected by the unit owners other than Declarant and not more than one representative of Declarant. The members shall serve until the organizational and turnover meeting. The transitional committee shall be advisory only and its purpose shall be to enable ease of transition from control of the administration of the Association by the Declarant to control by the unit owners. The committee shall have access to the information, documents and records which Declarant must turn over to the unit owners at the time of the organizational and turnover meeting. If Declarant fails to call the meeting to elect a transitional committee within the time specified, the meeting may be called and notice given by any unit owner.

3.4 **Election and Term of Office.** At the first organizational and turnover meeting called by Declarant pursuant to Section 2.2 of these bylaws, the interim directors shall resign and

three (3) successors shall be elected, one to serve until the next annual meeting and two to serve until the second annual meeting after their election. Thereafter, at the expiration of the initial term of office of each respective director, his or her successor shall be elected to serve for a term of two years, so that the term of not less than one-third of the directors shall expire annually. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality. Upon a majority vote of the membership present in person or by proxy at a meeting called for such purpose, the number of directors may be increased to five (5) directors. Upon such increase, two additional directors shall be elected, one to serve until the next annual meeting and the other to serve until the second annual meeting after their election. Thereafter, each successor shall be elected to serve for a two-year term.

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

3.6 **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 that meeting.

3.7 **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, repair and replacement 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) Adoption of a budget for the Association, and assessment and collection of the common expenses.
- (d) Employment and dismissal of such personnel as necessary 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; provided, however, the board may not incur or commit the Association to incur legal fees in excess of \$2,500 for any specific matter unless the unit owners have enacted a resolution authorizing the incurring of such fees by a vote of seventy-five percent (75%) of the voting rights present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to legal fees incurred in defending the Association and the board of directors from claims or litigation brought against them. The limitation set forth in this paragraph shall increase by \$500 on each fifth anniversary of the recording of the Declaration.

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

(g) Preparing or causing to be prepared and filed any required income tax returns or forms for the Association.

(h) 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.

(i) 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.

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

(k) 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 \$2,500 unless the unit owners have enacted a resolution authorizing the project by a vote of seventy-five percent (75%) of the voting rights present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to maintenance, repairs or replacement undertaken pursuant to paragraph (a) above. The limitation set forth in this paragraph shall increase by \$1,000 on each fifth anniversary of the recording of the Declaration.

(l) Modify, close, remove, eliminate or discontinue the use of a general common element facility or improvement or portion of the common element landscaping, except that modification, closure, removal, elimination or discontinuance other than on a temporary basis of any swimming pool, spa or recreation or community building must be approved by at least a majority of the unit owners voting on such matter at a meeting or ballot meeting held in accordance with these Bylaws.

(m) Designating one or more committees which, to the extent provided in the resolution designating the committee, shall have the powers of the board of directors in the management of the affairs of the Association. At least one member of each committee shall be a member of the board of directors.

(n) Enforcement by legal means of the provisions of the Oregon Condominium Act, the Declaration, these bylaws and any rules and regulations adopted hereunder.

(o) The filing of an Annual Report and any amendment in accordance with ORS 100.250.

3.8 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. Any such management agreement shall be terminable by the Association upon not more than 90 days' written notice thereof. 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; provided, however, that the board of directors may not terminate professional management and assume self-management unless the decision to do so is approved by at least fifty-one percent (51%) of the total voting power of the Association.

3.9 Contracts Entered into by Declarant or Interim Board. Notwithstanding any other provision of these bylaws, any leases or contracts (including management contracts, service contracts and employment contracts) entered into by the Declarant or the interim board on behalf of the Association shall have a term not in excess of three years. In addition, any such lease or contract shall provide that it may be terminated without cause or penalty by the Association or board of directors upon not less than 30 days' notice to the other party given at any time after election of the permanent board at the organizational and turnover meeting described in Section 2.2 of these bylaws.

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

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

3.12 **Open Meetings.** All meetings of the board of directors shall be open to unit owners. Such meetings may be conducted by telephonic communication, except that if a majority of the units are principal residences of the occupants, then: (a) for other than emergency meetings, notice of each board of directors' meeting shall be posted at a place or places on the property at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform the unit owners of such meeting; and (b) only emergency meetings of the board of directors may be conducted by telephonic communication.

3.13 **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 of notice by such director, except where the director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all of the directors are present at any meeting of the board, no notice to directors shall be required and any business may be transacted at such meeting.

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

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

3.16 **Liability and Indemnification of Directors, Officers, Manager or Managing Agent.** A member of the board of directors or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts of gross negligence or intentional acts. In the event any member of the board of directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

3.17 **Insurance.** The board of directors shall obtain the insurance and fidelity bonds required in Article 8 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 4.

OFFICERS

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

4.2 **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.

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

4.4 **Chairman.** The chairman shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the board of directors. The chairman 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 the chairman may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5 **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 or she shall attend to the giving and serving of all notices to the unit owners and directors and other notices required by law. The secretary 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 the chairman's duties whenever the chairman is absent or unable to act, unless the directors have appointed another vice chairman.

4.6 **Treasurer.** The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of required financial statements. He or she shall be responsible for the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the board of directors, and shall disburse funds of the Association upon properly authorized vouchers. The treasurer shall perform

all other duties incident to the office of treasurer of an association and such other duties as may be assigned to him or her by the board of directors.

4.7 **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 the absence or disability of the treasurer, by the chairman or any duly elected assistant treasurer.

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

ARTICLE 5.

BUDGET, EXPENSES AND ASSESSMENTS

5.1 **Budget.** The board of directors shall from time to time, and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous overassessment, and assess the common expenses to each unit owner in the proportion set forth in the Declaration. The budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those common elements which must be replaced on a periodic basis.

5.2 **Determination of Common Expenses.** Common expenses shall include:

- (a) Expenses of administration, including management fees.
- (b) Expenses of maintenance, repair or replacement of common elements or any other portions of the condominium required to be maintained by the Association pursuant to the Declaration or these bylaws.
- (c) Cost of insurance or bonds obtained in accordance with these bylaws.
- (d) A general operating reserve, including an amount sufficient to cover the deductible under the property damage insurance policy.
- (e) Reserve for replacements and deferred maintenance.
- (f) Any deficit in common expenses for any prior period.

(g) Utilities for the common elements and other utilities with a common meter or commonly billed, such as trash collection, water and sewer.

(h) Any other items properly chargeable as an expense of the Association.

5.3 **Assessment of Common Expenses.**

(a) **Obligation to pay.** All unit owners shall be obligated 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 the common elements, and no unit owner may offset amounts owing or claimed to be owing by the Association or Declarant to the unit owner against such unit owner's obligation to pay assessments. Subject to paragraph (c) below, Declarant shall be assessed as the unit owner of any unsold unit, but such assessments shall be prorated to the date of sale of the unit. The board of directors, on behalf of the Association shall assess the common expenses against the unit owners from time to time, and at least annually, and shall take prompt action to collect from a unit owner any common expense due which remains unpaid for more than thirty (30) days from the due date for its payment. The board may elect to round assessments to the nearest dollar.

(b) **Initial working capital fund.** Declarant shall establish an initial working capital fund in an amount at least equal to two (2) months of estimated regular association assessments for each unit. At the time of closing of the initial sale of each unit, the purchaser shall make an initial contribution to the working capital of the Association equal to two months' regular association assessments for the unit. At the time of the organizational and turnover meeting, the Declarant shall pay such contribution for all unsold units, but may obtain reimbursement for such sums from the purchaser upon the sale of each such unit. Such initial contribution shall be in addition to the regular monthly common expense assessment and shall not be considered as an advance payment of regular assessments. The working capital fund shall be transferred to the Association for deposit to a segregated fund at the time of the organizational and turnover meeting. Declarant may not use the working capital fund to defray any of Declarant's expenses, reserve contributions, or construction costs or to make up any budget deficits while Declarant is in control of the Association.

(c) **Commencement of regular operating expense assessments.** Regular monthly assessments for common operating expenses shall commence within 60 days after closing of the first sale of a unit in the condominium.

(d) **Commencement of assessment for replacement reserves.** Regular monthly assessments for replacement reserves as described in Section 5.5 shall commence upon the closing of the sale of the first unit in the condominium, except

that Declarant may elect to defer payment of such assessments to the Association for each unit owned by Declarant until the closing of the sale of such unit.

5.4 Special or Extraordinary Assessments.

(a) **Special Assessments for 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. The Association shall not assess units owned by the Declarant for additional capital improvements to the condominium without the written consent of Declarant as long as Declarant owns more than two units.

(b) **Other Special or Extraordinary Assessments.** In the event the board of directors determines that the assessments established upon adoption of the budget as provided in Section 5.1 above will be insufficient to pay the common expenses, or the board of directors determines that additional funds will be needed to meet unexpected or unbudgeted common expenses, the board may levy an additional special or extraordinary assessment. Such assessment shall be allocated to each unit in the same proportion set forth in the Declaration, and may be payable in installments over a specified period, in a lump sum, or in a lump sum with option to pay in installments with interest, as determined by the board of directors.

5.5 Replacement Reserves. The Declarant shall establish a reserve account for replacement of those common elements all or a part of which will normally require replacement in more than three and less than 30 years. Such reserve account shall be funded by assessments against the individual unit assessed for maintenance of the items for which the reserve account is being established, which sums shall be included in the regular monthly assessment for the unit, except as otherwise provided in Section 5.3(b). The amount assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The reserve account shall be established in the name of the Association and shall be adjusted at regular intervals to recognize changes in current replacement costs over time. The reserve account shall be used only for replacement of common elements and shall be kept separate from assessments for maintenance and operating expenses. After the organizational and turnover meeting described in Section 2.2, however, the board of directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from special assessments or maintenance fees. Nothing in this section shall prohibit prudent investment of the reserve account. Assessments paid into the reserve account are the property of the Association and are not refundable to sellers of units. Sellers of the units, however, may treat their outstanding share of the reserve account as a separate item in any sales agreement. The provisions of this section shall be operable only to the extent and so long as required by the Oregon Condominium Act.

5.6 Default in Payment of Assessments. 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 provisions of the Declaration, these bylaws or the Oregon Condominium Act, such unit owner shall be obligated to pay interest at the rate of twelve percent (12%) per annum on such assessment 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 ten (10) 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 at trial or any appeal or petition for review therefrom). If the 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 assessments, together with such charges, interest and expense 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.

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

5.8 Statement of Assessments. The board of directors shall advise each unit owner in writing of the amount of assessments payable by such owner, and furnish copies of each budget on which such assessments are based to all unit owners and, if requested, to their mortgagees. The board of directors shall promptly provide any unit owner who makes a request in writing with a written statement of the owner's unpaid assessments.

5.9 Priority of Lien: First Mortgages. Any lien of the Association against a unit for assessments shall be subordinate to tax and assessment liens and any prior mortgage of record. Where the purchaser or mortgagee of a unit obtains title to the unit as a result of foreclosure of a first mortgage, such purchaser or mortgagee, its successors and assigns, shall not be liable for any of the assessments chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser or mortgagee. Such unpaid share of assessments shall be a

common expense and reallocated on a pro rata basis for all units, including the mortgaged unit. The purchaser or mortgagee shall not be relieved of the obligation to pay further assessments. A deed in lieu of foreclosure accepted by the holder of a first mortgage shall extinguish a lien filed by the Association to secure unpaid assessments under the circumstances described in ORS 100.465.

5.10 **Voluntary Conveyance.** In a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of a prospective purchaser the board of directors shall make and deliver a statement of the unpaid assessments against the prospective grantor or the unit, and the grantee in that case shall not be liable for, nor shall the unit when conveyed be subject to, a lien filed thereafter for any unpaid assessments against the grantor in excess of the amount set forth in the statement.

ARTICLE 6.

RECORDS AND AUDITS

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

6.2 **Financial Records.** The board of directors or its designee shall keep financial records sufficient for proper accounting purposes.

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

6.4 **Payment of Vouchers.** The treasurer shall pay all vouchers for all budgeted items and for any nonbudgeted items up to \$1,000 signed by the chairman, managing agent, manager or other person authorized by the board of directors. Any voucher for nonbudgeted items in excess of \$1,000 shall require the authorization of the chairman. Any checks written on reserve accounts must be signed by two members of the board of directors.

6.5 **Reports and Audits.** An annual financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year shall be rendered by the board of directors to all unit owners and to all mortgagees of units who have requested the same within 90 days after the end of each fiscal year. From time to time the board of directors, at the expense of the Association, may obtain an audit or review of the books and records pertaining to the Association and furnish copies thereof to the owners and such mortgagees. Upon written request, any holder, insurer or guarantor of a first mortgage shall be entitled to an audited financial statement for the immediately preceding fiscal year at the expense of the requesting party, if one is not otherwise available.

6.6 **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.

6.7 **Availability of Records.** During normal business hours or under other reasonable circumstances, the Association shall make available to unit owners, prospective purchasers and 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.

ARTICLE 7.

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

7.1 **Maintenance and Repair.** Except as otherwise provided in Section 7.3 for damage or destruction caused by casualty:

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

(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 all the unit owners as a common expense, except that the costs of maintaining, repairing and replacing the parking gate and driveways shall be allocated as provided in the Declaration. Each unit owner, however, shall keep the limited common elements which pertain to such owner's unit in a neat, clean and sanitary condition.

7.2 Additions, Alterations or Improvements.

(a) A unit owner may make any improvements or alterations to such owner's unit that do not impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium.

(b) After acquiring an adjoining unit or an adjoining part of an adjoining unit, a unit owner may submit a written request to the board of directors for permission to remove or alter any intervening partition or to create apertures therein, even if the partition in whole or in part is a common element. The board of directors shall approve the change unless it determines within forty-five (45) days that the proposed change will impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium. The board of directors may require the unit owner, at such owner's own expense, to submit an opinion of a registered architect or registered professional engineer that the proposed change will not impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

(c) A unit owner shall make no repair or alteration or perform any other work on such owner's unit which would jeopardize the soundness or safety of the property, reduce its value, impair any easement or hereditament or increase the common expenses of the Association unless the consent of all the other unit owners affected is first obtained.

(d) A unit owner may not change the appearance of the common elements or the exterior appearance of a unit without permission of the board of directors.

7.3 Damage or Destruction by Casualty of Condominium Property. In the case of damage or destruction which affects a material portion of the project, timely written notice shall be given to the unit owners and their mortgagees and any eligible mortgage insurer or guarantor and the following provisions shall apply:

(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 unit owners holding ninety percent (90%) of the voting power, whether in person, by writing or by proxy, with the approval of mortgagees as required by the Declaration, vote not to repair, reconstruct or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed or rebuilt. If the damage or destruction is not repaired, reconstructed or rebuilt, then the property shall be removed from condominium ownership in the manner provided in the Oregon Condominium Act.

(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 and any deductible under such policies, 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 so covered by the Association's insurance.

(c) If, due to the act or neglect of a unit owner, or of a member of such owner's family or 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 fully covered by the Association's insurance.

(d) In the event any portion of the insurance proceeds paid to the Association is 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 common expenses are shared, unless the property is removed from unit ownership. If the property is removed from unit ownership, the insurance proceeds, together with the proceeds from the sale of the property, shall be distributed to the unit owners and their mortgagees (as their interests may appear) in the manner described in the Oregon Condominium Act.

7.4 Condemnation. If any portion of the condominium is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition shall promptly be given to each unit owner and to each mortgagee and any eligible mortgage insurer or guarantor. The Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of any portion of the common elements, and each unit owner appoints the Association to act as his attorney-in-fact for such purposes. All compensation, damages or other proceeds of the taking, other than any award for moving expenses of specific unit owners, shall be payable to the Association and allocated and distributed as provided in this Section 7.4.

(a) **Complete Taking.** If the entire condominium property is taken, or if unit owners holding ninety percent (90%) of the voting power agree that such substantial portion of the condominium has been taken as to make the project obsolete, then the property shall be deemed removed from unit ownership. In such event, any proceeds of the condemnation paid to the Association, together with any other proceeds upon sale of the remaining condominium property, shall be distributed among the unit owners and their mortgagees, as their interests may appear, in accordance with the provisions of the Oregon Condominium Act.

(b) **Partial Taking.** If less than the entire condominium property is taken and the property is not determined to be obsolete as provided in paragraph (a) above, then as soon as practicable the board of directors shall, reasonably and in good faith, allocate the award among the units in accordance with the reduction in the value of each unit and its interest in the common elements, compared to the total reduction in value of all units and their interest in the common elements. In the event any unit owner or mortgagee objects to the allocation determined by the board of directors, the matter shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The cost of such determination shall be paid out of the proceeds of the condemnation. Any portion of the award allocated to a unit owner under this paragraph shall be paid first to all mortgagees and holders of liens on the unit owner's interest in accordance with the existing priorities, and the balance to the unit owner. If any reconstruction or repair is undertaken as a result of the condemnation, the board of directors may retain and apply such portion of each unit owner's share of the award as is necessary to discharge the owner's liability for any special assessment arising from such reconstruction or repair.

7.5 **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 directors of the Association or manager, except activities relating to the rental or sale of units. This provision, however, shall not be construed so as to prevent or prohibit a unit owner from maintaining his or her professional personal library, keeping his or her personal business or professional records or accounts, handling his or her personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in such owner's 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 in 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, and owners shall be responsible for removal of wastes of their animals. All dogs shall be carried or kept on a leash while outside a unit. No pet shall be permitted to cause or create a nuisance or unreasonable disturbance or noise. A unit owner may be required to remove a pet upon receipt of the third notice in writing from the board of directors of violations of any rule, regulation or restriction governing pets within the condominium.

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

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

(g) **Trailers, campers and boats.** Except with the consent of the board of directors of the Association or manager, no trailer, truck camper, motorcycle, boat or boat trailer, or other recreational vehicle shall be parked on any portion of the condominium.

(h) **Leasing and rental of units.** No unit owner may lease or rent less than his or her entire unit and no unit owner may rent such owner's unit for transient or hotel purposes, or for a period of less than seven days. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and these bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the

lease. If the board of directors finds that a lessee or tenant has violated any provision of the Declaration, these bylaws or the rules and regulations, the board may require the unit owner to terminate such lease or rental agreement. Other than the foregoing, there is no restriction on the right of any unit owner to lease or rent such owner's unit.

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

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

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

(l) **Water beds.** Water beds may not be placed in any unit, except with the prior consent of the board of directors or manager. If such consent is given, the unit owner shall carry insurance covering damage caused by the water bed and shall be responsible for all damages to any unit or the common elements which might be caused by the water bed.

(m) **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. Such action may be modified by vote of not less than seventy-five percent (75%) of the voting rights present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation or rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the secretary promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery.

7.6 Abatement and Enjoining of Violations. The violation of any provision of the Declaration or these bylaws, of any rule or regulation adopted pursuant to these bylaws, or of any decision of the Association made pursuant to such documents, 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 contrary to the intent and meaning of such provisions, and the board of directors shall not thereby be deemed guilty of any manner of trespass, provided, however, that judicial proceedings shall be instituted before any items of construction may be altered or demolished; or

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

(c) to levy reasonable fines; or

(d) to terminate the right to receive utility services paid for out of assessments or the right of access to and use of recreational and service facilities of the Condominium until the correction of the violation has occurred.

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 5. 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.

ARTICLE 8.

INSURANCE

8.1 **Types of 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:

8.1.1 **Property Damage Insurance.**

(a) The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and "all risk" endorsements, and such other coverages as the Association may deem desirable.

(b) The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the units and common elements (exclusive of land, foundation, excavation and other items normally excluded from

coverage), subject to a maximum deductible of the lesser of \$10,000 or one percent (1%) of the policy amount.

(c) The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the common elements and all personal property and supplies belonging to the Association, together with all fixtures, improvements and alterations comprising a part of each unit and refrigerators, air conditioners, cooking ranges, dishwashers and clothes washers and dryers contained within units and owned by the unit owners.

(d) Such policy or policies shall name the Association as insured, and shall provide for loss payable in favor of the Association, as a trustee for each unit owner and each such unit owner's mortgagee, as their interests may appear. The policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution) which is commonly accepted by institutional mortgage investors in Oregon.

8.1.2 Liability Insurance.

(a) The Association shall maintain comprehensive general liability insurance coverage insuring the Declarant, 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 operation, maintenance, ownership or use of the property, including legal liability arising out of lawsuits related to employment contracts of the Association. There may be excluded from such policy or policies coverage of a unit owner (other than as a member of the Association or board of directors) for liability arising out of acts or omission of such unit owner and liability incident to the ownership and/or use of the part of the property as to which such unit owner has the exclusive use or occupancy.

(b) Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single limit basis.

(c) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a 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.

8.1.3 Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

8.1.4 Fidelity Insurance.

(a) The Association shall maintain fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association has retained a management agent, such agent shall maintain fidelity insurance for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.

(b) The total amount of fidelity insurance coverage required shall be based upon the best business judgment of the board of directors. In no event, however, may the aggregate amount of such insurance be less than the sum equal to three months' aggregate assessments on all units plus reserve funds.

(c) Such fidelity insurance shall name the Association as obligee and shall contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days' prior written notice to the Association and each servicer on behalf of the Federal National Mortgage Association ("Fannie Mae").

8.1.5 Directors' and Officers' Liability Insurance. The Association shall maintain a policy of directors' and officers' liability insurance with coverage in the amount of not less than One Million Dollars (\$1,000,000), subject to a reasonable deductible.

8.1.6 Insurance by Unit Owners. Each unit owner shall be responsible for obtaining, at such owner's own expense, insurance covering his or her property not insured under Section 8.1.1 above and against his or her liability not covered under Section 8.1.2 above, unless the Association agrees otherwise.

8.2 Other Insurance Requirements. Insurance obtained by the Association shall be governed by the following requirements:

(a) All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon acceptable to Fannie Mae which falls into a B general policyholder's rating or a financial performance index of 6 or better, as designated in Best's Key Rating Guide, or an A or better rating from Demotech, Inc.

(b) Notwithstanding the provisions of 8.1 above, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement, or any successor to such trustee. Such insurance trustee shall have exclusive

authority to negotiate losses under any property or liability insurance policy. Each unit owner appoints the Association, or any insurance trustee or substitute trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance including: the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purchase. The Association or insurance trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for unit owners and their first mortgage holders, as their interests may appear.

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

(d) For purposes of this article, insurance policies are unacceptable where (i) under the terms of the insurance carrier's charter, bylaws or policy, contributions or assessments may be made against Fannie Mae, the designee of Fannie Mae, or the Association or unit owners, or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members, or (iii) policy includes any limiting clauses (other than insurance conditions) which could prevent Fannie Mae or the owners from collecting insurance proceeds.

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

(f) Each unit owner shall be required to notify the board of directors of all improvements made by the owner to his or her 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 Section 7.2.

(g) Any unit owner who obtains individual insurance policies covering any portion of the property other than such owner's 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.

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

(a) To the extent appropriate and available at reasonable cost, the Association shall maintain additional coverages against such other risks as are customarily covered with respect to projects similar in construction, location and use, including but not limited to, host liquor liability, contractual and all-written contract insurance, employer's liability insurance, comprehensive automobile liability insurance, and an endorsement patterned after "use and occupancy" insurance providing relief from monthly assessments while a unit is uninhabitable due to a covered loss.

(b) If reasonably available, the insurance policies shall include Inflation Guard Endorsement, and Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement, and an Increased Cost of Construction Endorsement).

(c) A Steam Boiler and Machinery Coverage Endorsement if the condominium has central heating or cooling, which coverage per accident shall at least equal the lesser of Two Million Dollars (\$2,000,000) or the insurable value of the building housing the boiler or machinery.

(d) Flood Insurance, if the condominium is in a Special Flood Hazard Area.

8.4 **Fannie Mae and GNMA Requirements.** Notwithstanding any other provisions of this article, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity requirements for condominium projects established by Fannie Mae and Government National Mortgage Association, so long as either is a mortgagee or owner of a unit within the condominium, except to the extent such coverage is not available or has been waived in writing by Fannie Mae or Government National Mortgage Association. Fannie Mae or Fannie Mae's servicer, its successors and assigns, shall be named as a mortgagee in the Association's policies.

ARTICLE 9.

AMENDMENTS TO BYLAWS

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

9.2 **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 by ballot vote. 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 unit owners holding a majority of the voting rights and by mortgagees to the extent required by the Declaration, except that any amendment relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy units, or limitations on the rental or leasing of units must be approved by unit owners holding seventy-five percent (75%) of the voting rights. Declarant's consent shall also be required so long as Declarant owns twenty-five percent (25%) or more of the Living Units in the condominium. Such consent shall not be required after three years from the date of conveyance of the first unit to a person other than Declarant. Any amendment which would limit or diminish any special Declarant rights established in these bylaws shall require the written consent of Declarant.

9.3 **Execution and Recording.** An amendment shall not be effective until certified by the chairman and secretary of the Association as being adopted in accordance with these bylaws and the provisions of the Oregon Condominium Act and recorded as required by law. Any amendment adopted within five (5) years after the recording of the initial bylaws shall be approved by the Oregon Real Estate Commissioner to the extent required by the Oregon Condominium Act.

ARTICLE 10.

MISCELLANEOUS

10.1 **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 designate from time to time. All notices to any unit owner shall be sent to such address as may have been designated by such owner from time to time, in writing, to the board of directors, or, if no address has been designated, then to the owner's unit.

10.2 **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.

10.3 **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.

10.4 **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 in these bylaws, the singular shall include the plural, and the plural the singular.

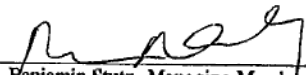
The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these bylaws.

10.5 **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 this 4th day of April, 1998

PARK WEST ASSOCIATES LLC, an Oregon
limited liability company

By


Benjamin Stutz, Managing Member

AFTER RECORDING, RETURN TO:

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

Recorded in the County of Multnomah, Oregon

C. Swick, Deputy Clerk
Total : 29.00
2000-098110 07/17/2000 10:24:49am ATLJH
CSO 3 REC SUR DOR OLIS
15.00 3.00 10.00 1.00

AMENDMENT TO DECLARATION OF UNIT OWNERS

AMENDMENT TO PLAT
OF WASHINGTON PARK CONDOMINIUM

THIS AMENDMENT TO PLAT OF WASHINGTON PARK CONDOMINIUM is executed as of this 4th day of October, 1999, by ASSOCIATION OF UNIT OWNERS OF WASHINGTON PARK CONDOMINIUM ("Association").

RECITALS:

A. Washington Park Condominium is a condominium located in the City of Portland, Multnomah County, Oregon, established pursuant to Declaration Submitting Washington Park Condominium to Condominium Ownership, recorded June 30, 1998, as Document No. 98114955 of the Records of Multnomah County, Oregon (the "Declaration"). Association is the association of unit owners established pursuant to the Declaration. The plat of Washington Park Condominium (the "Plat") was recorded on the same date in Book 1239, Pages 24-29, of the Plat Records of Multnomah County, Oregon.

B. With the approval of the Board of Directors of the Association, the unit owners have changed the sizes and locations of their limited common element storage spaces from the sizes and locations previously depicted on Sheet 4 of the Plat.

C. The Association, with the consent of all unit owners of the Condominium, wishes to amend the Plat in order to reflect the changes described in Recital B.

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NOW, THEREFORE, the Association agrees that Sheet 4 of the Plat shall be amended by a Plat Amendment showing the changes in the sizes and locations of the limited common element storage spaces, and the Chairman and Secretary of the Association are authorized to execute and record simultaneously herewith such Plat Amendment.

ASSOCIATION OF UNIT OWNERS OF
WASHINGTON PARK CONDOMINIUM

By *[Signature]*
Benjamin R. Stutz, Chairman and Secretary

STATE OF OREGON)
)ss.
County of Multnomah)

The foregoing instrument is acknowledged before me this 4th day of OCTOBER, 1997, by Benjamin R. Stutz, Chairman and Secretary, of the Association of Unit Owners of Washington Park Condominium, on its behalf.



[Signature]
Notary Public for Oregon
My commission expires: 02/04/2001

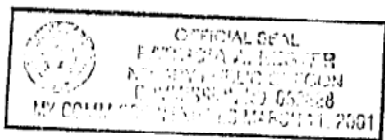
CERTIFICATION

STATE OF OREGON)
)ss.
County of Multnomah

COMES NOW, Benjamin R. Stutz, who on oath deposes and says that he is the Chairman and Secretary, of Washington Park Condominium and that the within Amendment to Plat of Washington Park Condominium has been adopted in accordance with the Declaration and ORS 100.115(6)(a)(B)(iv).

[Signature]
Benjamin R. Stutz, Chairman and Secretary

Subscribed and sworn to before me this 13th day of December, 1999



[Signature]
Notary Public for Oregon
My commission expires: 3/11/2001
Com # 062628

The foregoing Amendment is approved pursuant to the Oregon Condominium Act this 17th day of JULY, 2000.

MULTNOMAH COUNTY TAX ASSESSOR

By [Signature]

The foregoing Amendment is approved pursuant to ORS 100.110 this 15th day of December, 1999, and in accordance with ORS 100.110(7), this approval shall automatically expire if this Amendment is not recorded within two (2) years from this date.

**SCOTT W. TAYLOR, Real Estate
Commissioner**

By [Signature]
Brian DeMarco



After recording, return to:
Howard M. Feuerstein
Stoel Rives LLP
900 SW Fifth, Suite 2600
Portland, OR 97204-1268

Recorded in the County of Multnomah, Oregon
G. Swick, Deputy Clerk
Total : 69.00
2000-108705 08/07/2000 04:05:51pm ATKLM
CS9 11 REC SUR DOR OLIS
55.00 3.00 10.00 1.00

**FIRST AMENDMENT TO BYLAWS
OF THE ASSOCIATION OF UNIT OWNERS
OF WASHINGTON PARK CONDOMINIUM**

THIS FIRST AMENDMENT TO BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF WASHINGTON PARK CONDOMINIUM is made this 29th day of June, 2000 by ASSOCIATION OF UNIT OWNERS OF WASHINGTON PARK CONDOMINIUM (the "Association").

RECITALS

A. Association is a condominium association established pursuant to the Declaration Submitting Washington Park Condominium to Oregon Unit Ownership Law dated April 17, 1998 and recorded June 30, 1998 in the Records of Multnomah County, Oregon, as Document No. 98114055. The Bylaws of the Association of Unit Owners were recorded as Exhibit C to such Declaration.

B. Not less than 75 percent of the owners of units within Washington Park Condominium have voted to amend the Bylaws in certain respects.

NOW, THEREFORE, pursuant to Article 9 of the Bylaws and ORS 100.410, Section 7.5(h) of the Bylaws is hereby amended as follows:

(h) **Rental of Units.**

(1) **Rental Defined and Regulated.** The Rental of a Unit shall be governed by the provisions of the Declaration and these Bylaws, including, without limitation, this section. As used in the Declaration and these Bylaws, the terms "to rent," "renting" or "rental" shall refer to and include the leasing or Renting of a Unit by the Unit Owner and to the occupancy of a Unit solely by a person or persons other than the Unit Owner; provided that for the purpose of the regulation of

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leases as provided in Section 7.5(h), and the purpose of tenant screening as provided in Section 7.5(h)(12), the terms "to rent," "renting" or "Rental" shall not refer to the occupancy of a Unit by a Related Party, except for those leases to related parties in effect at the date of the adoption of this amendment. The term "Related Party" as used in these Bylaws means a person who is the parent, parent-in-law, sibling, sibling-in-law, parent's sibling or lineal descendant of the Unit Owner or the lineal descendant of any of the other foregoing persons or of any officer, director, employee or shareholder of any Unit Owner which is a corporation, partnership or some other business entity. Subletting is not allowed.

(2) **Minimum Lease Term Required.** No Unit Owner shall be permitted to rent or lease less than the entire Unit, or to rent or otherwise permit his or her Unit to be used for hotel or transient purposes, or for Rental, occupancy or use by a tenant or other non-owner Occupant for an initial occupancy period of less than twelve (12) months. An "Occupant" is defined herein to be anyone who occupies a Unit as a permanent residence or who stays overnight in any Unit more than sixty (60) days per calendar year. Every lease shall be for an initial fixed term of not less than twelve (12) months. Hardship exceptions to this requirement may be approved by the Board.

(3) **Lease Requirements.** No Rental of a Unit shall be valid or enforceable unless it shall be by means of a written instrument or agreement between the Unit Owner(s) and all of the tenant(s) (referred to as a "Lease"). No Lease entered into after the date of recording of this Amendment shall be valid unless it bears the written approval by the Association granted prior to the occupancy of the tenant. The occupancy of a Unit in the Condominium and every Lease shall be subject to the Declaration, Bylaws and rules and regulations promulgated thereunder (the "Governing Documents"). By entering into occupancy of a Unit, a tenant agrees to be bound by the Governing Documents. The Association shall have and may exercise the same rights of enforcement and remedies for breach of the Governing Documents against the tenant as it has against a Unit Owner and in addition shall have the rights and remedies of eviction, as provided herein. The Unit Owner grants to the Board of Directors and managing agent the authority to evict the tenant on the Unit Owner's behalf for any violation by the tenant of the Governing Documents, including the rules, regulations and enforcement procedures promulgated thereunder, upon only such notice and procedures as may be required by the Association's Governing Documents and as may be otherwise required by law. Neither the Board nor the managing agent shall be liable to the Unit Owner or the tenant for any eviction under this Section that is made in good

faith. Each Lease shall contain language acknowledging the Association's rights and the tenant's obligations under the Governing Documents.

(4) **Lease Approval and Rental Ceiling.** Except as provided in Section 7.5(h)(6), prior to the Rental of a Unit in the Condominium to a tenant, and prior to the renewal of any previously approved Lease, a Unit Owner shall submit to the Association a valid and binding Lease, executed by both the Unit Owner and the proposed tenant, and contingent only on the approval of the Association, together with a request for the written consent of the Association. The Association shall, within seven (7) days of receipt of such requests grant its consent to the Unit Owner if:

(i) the Unit Owner has complied with Section 7.5(h) of the Declaration;

(ii) the tenant is in strict compliance with all provisions of the Governing Documents;

(iii) the Lease is in compliance with all requirements of the Declaration;

(iv) the Rental would not cause the aggregate number of all non-owner occupied Units to exceed five (5) Units in the Condominium (referred to as the "Rental Ceiling"); provided, however, that:

1. the Association shall not withhold consent for a Unit Owner and a tenant to renew a Pre-Existing Lease meeting the requirements of Section 7.5(h)(6) merely because the number of non-owner occupied Units was equal to or greater than the Rental Ceiling;

2. the Association shall not withhold consent for a Unit Owner and a tenant to renew a Lease which has previously been approved in the manner provided in this Section 7.5(h)(4) merely because the number of non-owner occupied Units was equal to or greater than the Rental Ceiling;

3. The Association shall not withhold consent for a Unit Owner and a tenant to enter into a lease agreement merely because the number of non-owner occupied units was equal to or greater than the Rental Ceiling provided that the unit

was previously leased by the same Unit Owner in accordance with Section 7.5(h) of these Bylaws, and that the unit was not owner occupied subsequent to the termination of the previous lease;

4. the Association shall not withhold consent for a lender in possession of a Unit following a default in its Mortgage or a Mortgage foreclosure, or from a successor in interest to such lender, where such lender first obtains possession subsequent to the date of recording of this Amendment, to rent a Unit merely because the Rental would cause the number of non-owner occupied Units to exceed the Rental Ceiling;

5. the Association may grant a hardship exception as provided in Section 7.5(l)(9) notwithstanding the fact that it would temporarily cause the number of non-owner occupied Units to exceed the Rental Ceiling until the next Rental vacancy occurs;

6. the unit is not being rented in a furnished condition.

(5) **Effect of Rental Ceiling.** If a Unit Owner wishes to rent his or her Unit but is prohibited from doing so because of the Rental Ceiling, the Association shall place the Unit Owners name on the Rental Waiting List provided for in Section 7.5(h)(8).

(6) **Pre-existing Leases.** Within thirty (30) days from the date of notification to all Unit Owners that this Amendment has been adopted by the necessary percentage of Unit Owners, each Unit Owner who has rented his or her Unit to a tenant who was in occupancy prior to the date on which this Declaration Amendment was approved by the Unit Owners shall file a copy of the Lease for that Unit with the Association. A Lease in effect on that date and submitted as required in this section shall be referred to as a "Pre-existing Lease." Any tenant occupying a Unit pursuant to a Pre-existing Lease shall be permitted to renew his or her Lease thereafter, provided that a copy of the Pre-existing Lease is filed with the Association within the time period provided for in this section and any subsequent renewals are submitted to the Association for approval prior to the expiration of the Lease term then in effect.

(7) **Limitations on Consent.** No consent to the Rental of a Unit shall be granted more than sixty (60) days prior to the beginning of the Lease term for which consent is sought. Any consent granted by the

Association shall automatically expire and terminate unless the Unit shall be occupied by the tenant within thirty (30) days of the beginning of the term of the approved Lease. Consent to the Rental of the unit may be renewed at the Association's discretion, if there is no Rental Waiting List.

(8) **Rental Waiting List.** Except as provided in Section 7.5(h)(4), in the event that a Rental Waiting List exists, upon notification that an existing rental unit is listed for sale, or becomes an owner occupied unit, the Unit Owner in the next available position on the Rental Waiting List shall be notified, not more than ninety (90) days nor less than fifteen (15) days prior to the close of the sale of the previously rented unit or the occupancy of the previously rented unit by its owner, of the opportunity to apply for consent to a Lease. That opportunity to rent shall be available to that Unit Owner for a period of ninety (90) days from the date of that notice. If no request for approval to Lease is submitted during that period, that Unit Owner's name shall be placed at the bottom of the Rental Waiting List, and the opportunity to rent shall be offered to the next highest Unit Owner on the Rental Waiting List.

If, at the date of the adoption of this amendment, any unit is leased, that Unit will be permitted to continue as a rental unit, as long as it is owned by the owner of record at the time of the adoption of these amendments. All such units will be considered as bona fide rentals and their numbers will be counted within the rental ceiling, including pre-existing rentals to related parties.

(9) **Hardship Exception.** Where, on written application from a Unit Owner, the Board of Directors determines that a hardship exists whereby that Unit Owner would suffer severe and irreparable harm by virtue of the limitations on renting contained in Section 7.5(h)(4), and where the Board of Directors further determines that a variance from the policy or policies contained therein would not detrimentally affect the other Unit Owners or the approval of the Condominium for secondary mortgage market financing, lender approval or VA or FHA approval, the Board of Directors may, in its discretion, grant a Unit Owner a waiver of the Rental Ceiling for a temporary period not to exceed one (1) year. No hardship approval shall allow the number of non-owner occupied units to exceed nine (9) units. This hardship exception may be renewed annually upon application to, and approval of the Board of Directors.

(10) **Rental Processing Fees.** The Board shall be authorized from time to time to establish and charge reasonable fees in connection with the rental of apartments, the maintaining of tenant

information and the rental waiting list, and the screening of tenants to defray the added administrative costs of such activities.

(11) **Governing Documents to be Provided to Tenants.**

Each Unit Owner who rents or Leases a Unit in the Condominium to a tenant or allows the occupancy of a Unit by a Related Party (as defined in Section 7.5(h)(1)) shall provide the tenant or Related Party with a copy of the Governing Documents, or such portion or portions thereof which may be designated by Rule. If the Unit Owner fails to provide evidence to the Association that it has done so, the Association may furnish a copy of these documents to the tenant or Related Party and charge the Unit Owner an amount to be determined by the Board for each document provided.

(12) **Tenant Screening.**

(i) **Applicability.** Section 7.5(h)(12) shall be applicable to the Rental of any Unit in the Condominium other than to a Related Party (as defined in Section 7.5(h)(1)).

(ii) **Tenant Screening Required.** Any Unit Owner who desires to rent a Unit to one or more persons (referred to as an "Applicant"), other than a Related Party, shall, prior to entering into a Lease, submit to the individual designated by the Association (referred to as the "Association's designee") for each Applicant a fully completed rental application and verification of professional rental screening, in the form provided by the Association.

(iii) **Nature of Screening Required.** The Unit Owner shall take the following steps with regard to each Applicant.

1. Obtain a consumer credit report on each Applicant;
2. Verify each Applicant's employment for the last two years;
3. Check each Applicant's rental history in its database and with all landlords during the last two years, either as reported by the Applicant or disclosed by the service's investigation;

4. Check the public records in the counties of each Applicant's residence for bankruptcy and unlawful detainer actions involving the Applicant; and

5. Report such information as is disclosed by its investigation to the Association in summary form. The Association shall keep a copy for the its records.

(iv) Responsibility for Tenant Selection. Neither the Association's designee nor the Association shall evaluate any information provided by the service or in any way make a determination or recommendation as to the suitability of any Applicant. The Selection of a suitable and appropriate tenant shall be the sole responsibility of the Unit Owner.

(v) Confidentiality. The Association's designee and the Unit Owner shall treat all information received in accordance with the requirements of the Federal Fair Credit Reporting Act and any other applicable state or federal laws and not disclose the contents of any report to the Applicant or any other person not permitted access to such information provided by the service. The Association's designee and each Unit Owner submitting an application shall sign a Nondisclosure Agreement which spells out the signer's duties under the law with regard to the information.

(13) Nondiscrimination. Neither the Association nor any Unit Owner shall discriminate against any person with regard to the sale, rental or occupancy of a Unit in the Condominium on the basis of race, color, creed, national origin, marital status, age, sex, sexual orientation, religion, familial status, handicap or any other legally protected classification.

(14) Notices regarding Occupancy Changes. The presence and movement of persons in and out of Units shall be governed by the provisions of this Section 7.5(h)(14).

(i) Registration of Pre-Existing Occupants. All Occupants occupying Units at the time this Amendment is adopted must be registered with the Board within thirty (30) days of the adoption of this Amendment. As used in this Section, the term registration shall mean the filing by the Unit Owner with the Board of Directors or its authorized representative of a written statement setting forth the following information:

1. the name, telephone numbers and correct street address of the Unit Owner of the Unit;

2. the Unit number and names and telephone numbers of all Occupants of the Unit other than the Unit Owner;

3. the license numbers and descriptions of all vehicles brought or kept on the Condominium property by Occupants of the Unit;

4. the name, address and telephone numbers of a person other than a Unit Owner or Occupant of the Unit to contact in the event of an emergency involving an Occupant, or involving the Unit in the event that a Unit Owner or Occupant is unavailable; and

5. any other information regarding the Occupants of the Unit which shall be reasonably required by the Board.

(ii) Registration of New Occupants. All Unit Owners must register new Occupants with the Board at the time they move in or within forty-eight (48) hours of meeting the definition of being an "Occupant," as specified in Section 7.5(h)(2). Nothing in this Section shall preclude an Occupant from submitting the registration required by this Paragraph or the preceding Paragraph.

(iii) Updating the Registration Information. All Unit Owners shall advise the Board or the managing agent of any changes in the registration information required to be provided in this Section on a current basis.

(15) Sale of Property.

(i) No Unit Owner shall be permitted to market their Unit as a potential rental unit without prior approval from the Association. Prior to marketing the Unit as a potential rental, a Unit Owner shall submit to the Association a request for written consent of the Association for the Unit to be considered a Rental Unit. The Association shall within seven (7) days of receipt of such requests grant its consent to the Owner if the consideration of this Unit as a Rental Unit would not cause the number of non-owner occupied Units to exceed the Rental Ceiling.

(ii) If a Unit Owner wishes to market his or her Unit but is prohibited from doing so because of the Rental Ceiling, the Association shall place the Unit Owners name on the Rental Waiting List provided for in Section 7.5(h)(8).

(iii) Unit Owners granted Rental Unit status for the purpose of marketing their Unit are granted Rental Unit status for an initial period of one hundred twenty (120) days. Renewals of the Rental Unit status are allowed provided:

- (1) they meet the requirements of Section 7.5(h)(15)(i);
- (2) there are no Unit Owners on the Rental Waiting List.

(iv) Upon completion of the sale of a Unit granted Rental Unit status as provided in Section 7.5(h)(15)(i), the Unit is considered a Rental Unit and must abide by the requirements of Section 7.5(h), including, but not limited to, Section 7.5(h)(8) if, within seven (7) days after the close of the sale, the new owner notifies the Board of their intent to rent the unit.

**ASSOCIATION OF UNIT OWNERS OF
WASHINGTON PARK CONDOMINIUM**

By Renee M. Ferrua
Chairman

By Jane C. Gabel
Secretary

CERTIFICATION

The undersigned Chairman and Secretary of the Association of Unit Owners of Washington Park Condominium hereby certifies that the attached Amendment to Bylaws of the Association of Unit Owners of Washington Park Condominium has been adopted in accordance with the Bylaws and the provisions of ORS 100.410.

By Renee M. Ferrua
Chairman

By Joan C. Ditz
Secretary

STATE OF OREGON)
)ss.
County of)

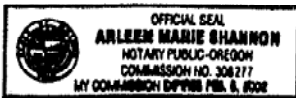
The foregoing instrument was acknowledged before this 29th day of June, 2000, by Renee M. Ferrua, Chairman of the Association of Unit Owners of Washington Park Condominium.



Joan M. Ditz
Notary Public for Oregon
My commission expires:

STATE OF OREGON)
)ss.
County of)

The foregoing instrument was acknowledged before this 27 day of June, 2000, by Diane Delgado, Secretary of the Association of Unit Owners of Washington Park Condominium.



Arleen Marie Shannon
Notary Public for Oregon
My commission expires: 2/6/02

The foregoing Amendment to Bylaws of Association of Unit Owners of Washington Park
Condominium is approved pursuant to ORS 100.410(5) this 24th day of July, 2000.

SCOTT W. TAYLOR, REAL ESTATE
COMMISSIONER

By *Brian DeMarco*
Brian DeMarco

REC'D SEP 20 2002

After recording, return to:
Excelsior Property Management, Inc.
4 Monroe Parkway, Suite G
Lake Oswego, Oregon 97035

Recorded in the County of Multnomah, Oregon

C. Swick, Deputy Clerk
Total : 34.00
2002-199152 11/01/2002 01:35:23pm ATLJH
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CHICAGO

**SECOND AMENDMENT TO BYLAWS
OF THE ASSOCIATION OF UNIT OWNERS
OF WASHINGTON PARK CONDOMINIUM**

THIS SECOND AMENDMENT TO BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF WASHINGTON PARK CONDOMINIUM is made this 18th day of SEPTEMBER, 2002 by **ASSOCIATION OF UNIT OWNERS OF WASHINGTON PARK CONDOMINIUM** (the "Association").

RECITALS

- A. Association is a condominium association established pursuant to the Declaration Submitting Washington Park Condominium to Oregon Unit Ownership Law dated April 17, 1998 and recorded June 30, 1998 in the Records of Multnomah County, Oregon, as Document No. 98114055. The Bylaws of the Association of Unit Owners were recorded as Exhibit C to such Declaration.
- B. Not less than a majority of the owners of units within Washington Park Condominium have voted to amend the Bylaws in certain respects.

NOW, THEREFORE, pursuant to Article 9 of the Bylaws and ORS 100.410, Section 2.3 of the Bylaws is hereby amended as follows:

2.3 **Annual Meetings.** The annual meetings of the Association shall be held in the month of December 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 December, then on the second Wednesday in

CHICAGO TITLE INSURANCE COMPANY OF OREGON
HAS RECORDED THIS INSTRUMENT AS AN ACCOM-
MODATION ONLY AND ASSUMES NO LIABILITY FOR
ERRORS OR OMISSIONS HEREIN, NOR DOES
CHICAGO TITLE REPRESENT THAT IT WILL CREATE
THE ESTATE OR INTEREST IN REAL PROPERTY
WHICH IT PURPORTS TO CREATE.

4

January. The annual meetings shall be for the purposes of electing directors and for the transaction of such business as may properly come before the meeting.

**ASSOCIATION OF UNIT OWNERS OF
WASHINGTON PARK CONDOMINIUM**

By William R. Hall Chairman

By Sam C. Moore Secretary

CERTIFICATION

The Undersigned Chairman and Secretary of the Association of Unit Owners of Washington Park Condominium hereby certify that the attached Amendment to Bylaws of the Association of Unit Owners of Washington Park Condominium has been adopted in accordance with the Bylaws and the provisions of ORS 100.410.

By *William R. Fritz* Chairman

By *James C. Johnson* Secretary

STATE OF OREGON)
County of Multnomah)ss.

The foregoing instrument was acknowledged before this 18 day of September, 2002, by William R. Fritz, Chairman of the Association of Unit Owners of Washington Park Condominium.



Janelle M. Hanson
Notary Public for Oregon
My commission expires: June 18, 2005

STATE OF OREGON)
County of Multnomah)ss.

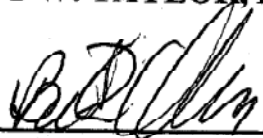
The foregoing instrument was acknowledged before this 18 day of September, 2002, by James C. Johnson, Secretary of the Association of Unit Owners of Washington Park Condominium.



Janelle M. Hanson
Notary Public for Oregon
My commission expires: June 18, 2005

The foregoing Amendment to Bylaws of Association of Unit Owners of Washington Park Condominium is approve pursuant to ORS 100.410(5) this 21st day of October, 2002.

SCOTT W. TAYLOR, REAL ESTATE COMMISSIONER

By 

Brian DeMarco