

THE SWITCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.

705 DAVIS CONDOMINIUM

(A REPLAT OF A PORTION OF BLOCK 32, KING'S 2ND ADDITION TO THE CITY OF PORTLAND) SITUATED IN THE SW 1/4 OF SECTION 33, T.1N, R.1E, W.M. IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.

SURVEYED JULY 1979
JIM WEDDLE & ASSOCIATES, INC., SURVEYORS

DECLARATION

We, the undersigned, declare that the above described premises are hereby made, established and defined, the intended use to be a true and valid plat for the purposes of the Oregon Revised Statutes, Chapter 91, Oregon Revised Statutes, and that the same are being recorded in the Public Records of Multnomah County, Oregon, in accordance with the provisions of the Oregon Revised Statutes, Chapter 91, Oregon Revised Statutes.

John Schick
Surveyor

ACKNOWLEDGEMENT

STATE OF OREGON § 5.
COUNTY OF MULTNOMAH

This is to certify that on the 21st day of Aug. 1979 before me, a notary public in and for said County and State, the person named in the foregoing instrument, who being personally appeared, admitted to me to be the person named in the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. I do hereby certify and seal to the observation of the United States Seal of the State of Oregon.



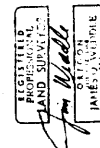
John Schick
Notary Public for the State of Oregon

My commission expires Dec. 31, 1982

SURVEYOR'S CERTIFICATE

I, the undersigned, do hereby certify that the above described premises were surveyed and located with accuracy in accordance with the provisions of the Oregon Revised Statutes, Chapter 91, Oregon Revised Statutes, and that the same are being recorded in the Public Records of Multnomah County, Oregon, in accordance with the provisions of the Oregon Revised Statutes, Chapter 91, Oregon Revised Statutes. I further certify that the same are being recorded in the Public Records of Multnomah County, Oregon, in accordance with the provisions of the Oregon Revised Statutes, Chapter 91, Oregon Revised Statutes.

Jim Weddle
Surveyor



Subscribed and sworn to before me this 21st day of Aug. 1979
at the City of Portland, Oregon

John Schick
Notary Public in and for the State of Oregon

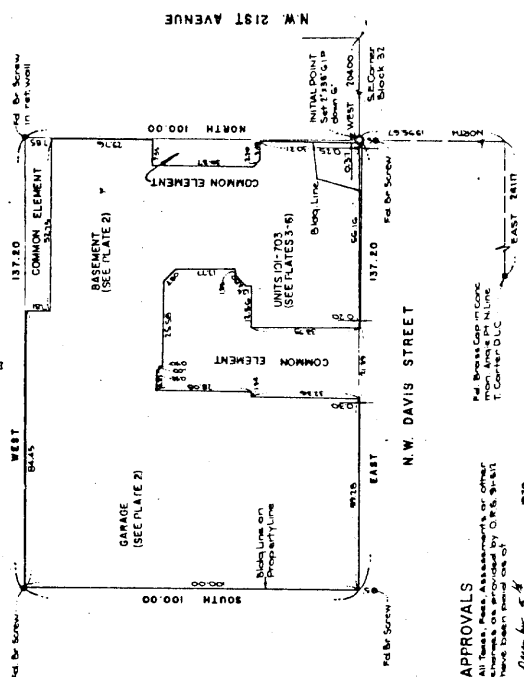
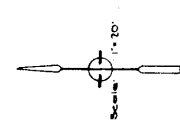
My Commission expires Dec. 31, 1982



JIM WEDDLE, registered Professional Land Surveyor of Oregon, No. 12188, does hereby certify that the above described premises were surveyed and located with accuracy in accordance with the provisions of the Oregon Revised Statutes, Chapter 91, Oregon Revised Statutes, and that the same are being recorded in the Public Records of Multnomah County, Oregon, in accordance with the provisions of the Oregon Revised Statutes, Chapter 91, Oregon Revised Statutes.

Jim Weddle
Surveyor

JIM WEDDLE Registered Land Surveyor



APPROVALS
All these, these assessments or other items are approved by O.R.S. 31.017
Have been approved by
October 5, 1979
JAMES R. WILCOX, City Engineer
Multnomah County, Oregon
By *James R. Wilcox*, Deputy

Approved Oct. 12, 1979
James R. Wilcox, City Engineer
Multnomah County, Oregon
By *James R. Wilcox*, Deputy

Approved Dec. 5, 1979
James R. Wilcox, City Engineer
Multnomah County, Oregon
By *James R. Wilcox*, Deputy

Examine based on Deed Records.

ATTEST
County Recording Office
Multnomah County, Oregon
Recorded DEC 5 1979
By *J. SANDOZ*

map 3027 Outg Act 11 of Blk 32 King 2nd add.

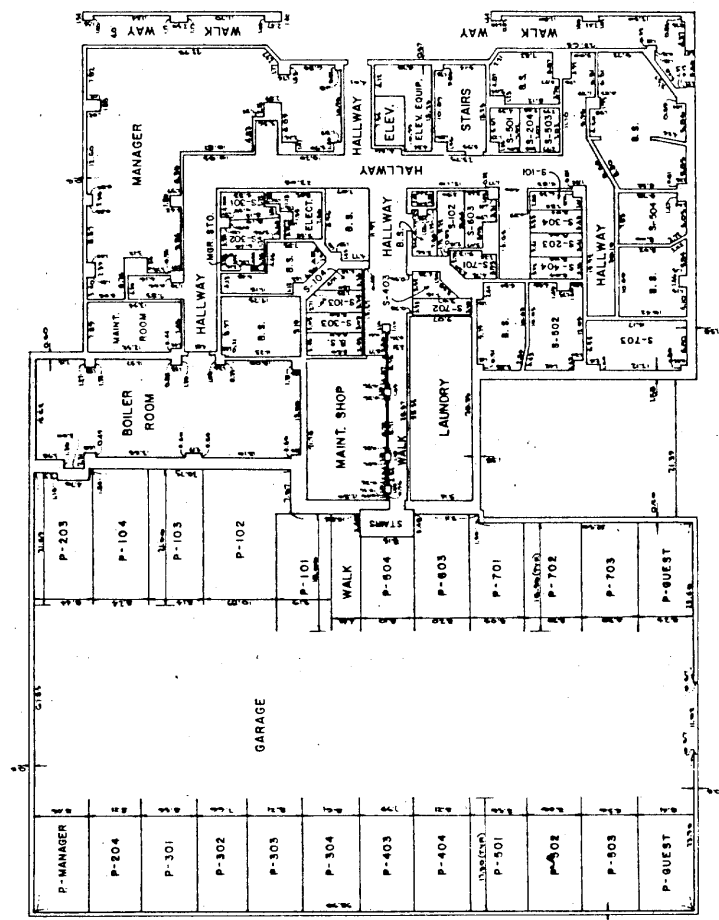
THESE PLANS ARE BASED UPON THE RECORDS OF ASSESSED AND UNLOCATED
 AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS
 IN ANY DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.

705 DAVIS CONDOMINIUM

(A REPEAT OF A PORTION OF BLOCK 32, KING'S 2ND ADDITION TO THE CITY OF PORTLAND)

BASEMENT & GARAGE FLOOR PLAN

SCALE: 1" = 10'



KEY

- B.S.: BUILDING STORAGE
- S-101, ETC.: UNIT STORAGE
- P-101, ETC.: UNIT PARKING

REGISTERED
 LAND SURVEYOR
James W. Webb
 12-5-77
 JAMES W. WEBB

N. W. DAVIS STREET

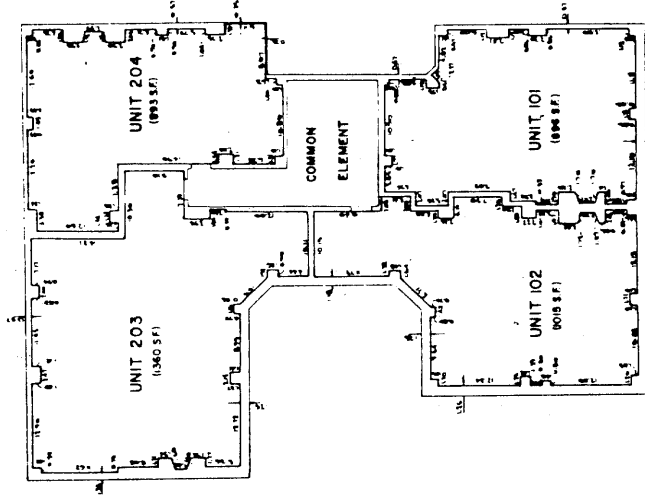
THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.

705 DAVIS CONDOMINIUM

(A REPLAY OF A PORTION OF BLOCK 32, KING'S 2ND ADDITION TO THE CITY OF PORTLAND)

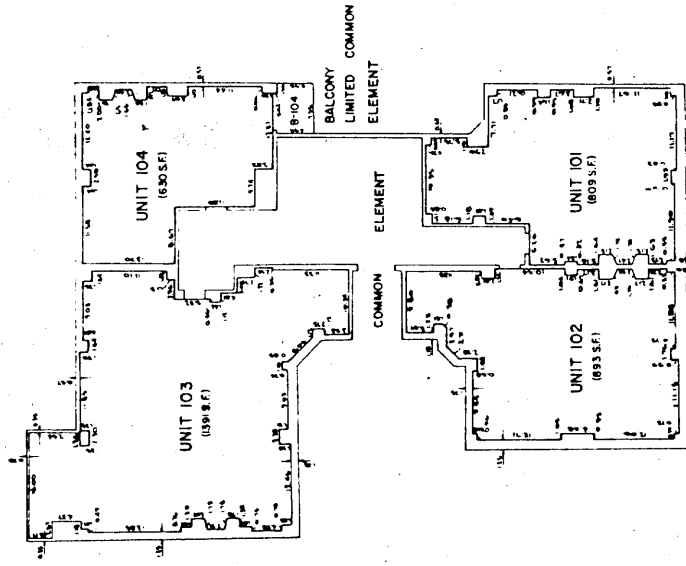
SCALE: 1" = 10'

SECOND FLOOR PLAN



N.W. DAVIS STREET

FIRST FLOOR PLAN



N.W. DAVIS STREET

ELIZABETH
PROFESSIONAL
LAND SURVEYOR
No. 11446
JAN 11 1970

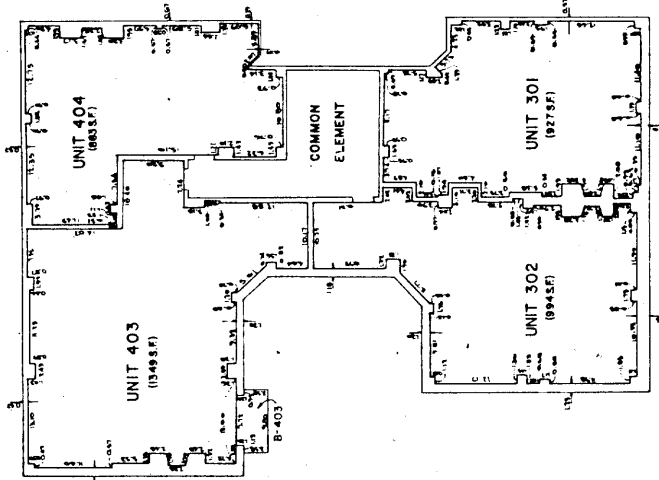
THE SEVERAL PARTS RELY FOR THE PURPOSE OF ASBESTOS LOCATING AND ANALYSIS AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.

705 DAVIS CONDOMINIUM

(A REPEAT OF A PORTION OF BLOCK 32, KING'S END ADDITION TO THE CITY OF PORTLAND)

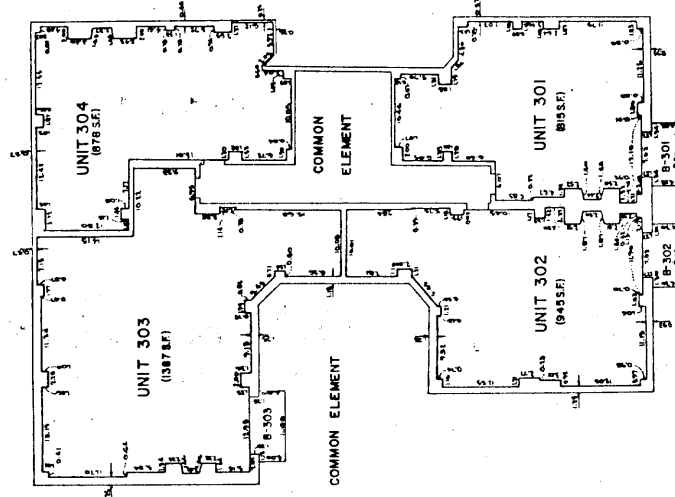
SCALE: 1" = 10'

FOURTH FLOOR PLAN



N.W. DAVIS STREET

THIRD FLOOR PLAN



N.W. DAVIS STREET

B-301, ETC. "BALCONY", LIMITED COMMON ELEMENT

JAMES W. WICK
PROFESSIONAL
LAND SURVEYOR
JAMES W. WICK
12-5-79

THE SKETCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING
SAND PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS
IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.

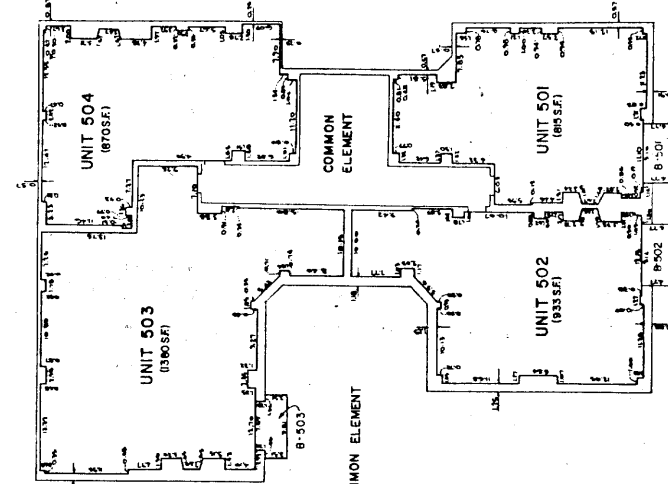
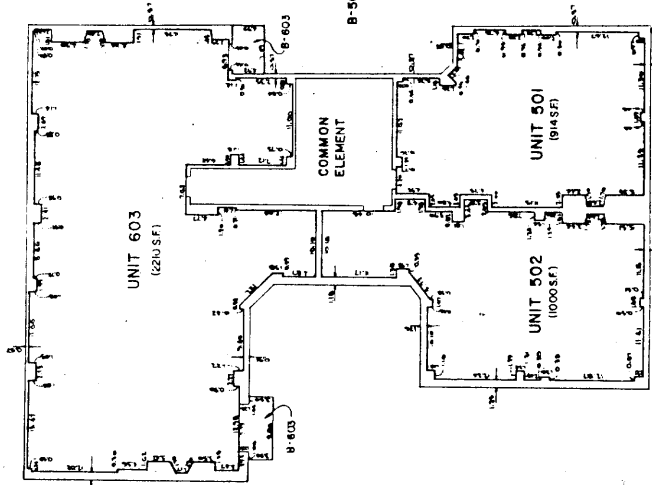
705 DAVIS CONDOMINIUM

(A REPLAY OF A PORTION OF BLOCK 22, KING'S END ADDITION TO THE CITY OF PORTLAND)

SCALE: 1" = 10'

SIXTH FLOOR PLAN

FIFTH FLOOR PLAN



B-501, ETC. "BALCONY", LIMITED COMMON ELEMENT

REGISTERED
PROFESSIONAL
LAND SURVEYOR
James W. Weddle
OFFICE
JAMES W. WEDDLE
S.W.

N.W. DAVIS STREET

N.W. DAVIS STREET

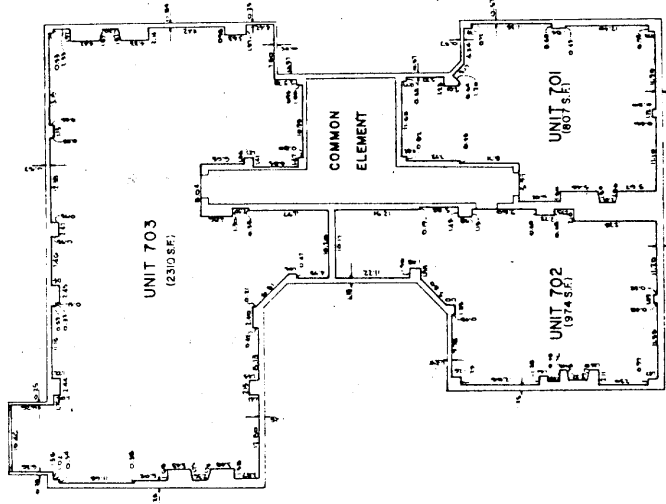
THE SECTIONS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE PROPERTY AND THE PROPERTY IS NOT GUARANTEED FOR ACCURACY. IF ANY, IN DIMENSIONS AND LOCATIONS AS DETERMINED BY ACTUAL SURVEY.

705 DAVIS CONDOMINIUM

(A REPLAT OF A PORTION OF BLOCK 32, KING'S 2ND ADDITION TO THE CITY OF PORTLAND)

SCALE: 1" = 10'

SEVENTH FLOOR PLAN



PREPARED BY
LAND SURVEYOR
James W. Gaddis
REGISTERED PROFESSIONAL
JANUARY 19, 1979

7TH FLOOR	117.75 SQUARE FEET
6TH FLOOR	124.25 SQUARE FEET
5TH FLOOR	124.25 SQUARE FEET
4TH FLOOR	124.25 SQUARE FEET
3RD FLOOR	124.25 SQUARE FEET
2ND FLOOR	124.25 SQUARE FEET
1ST FLOOR	124.25 SQUARE FEET
BASEMENT	124.25 SQUARE FEET

SOUTH ELEVATION

SCALES: 1" = 20' VERTICAL
1" = 20' HORIZONTAL

ELEVATIONS BASED ON CITY OF PORTLAND
BENCH MARK NO. 40
ELEVATION: 136.43

N.W. DAVIS STREET

PLATE 6 of 6

1212
65-70 12-5-79 S-12-2

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BOOK OF RECORDS

DECLARATION SUBMITTING BOOK 1403 PAGE 2314
705 DAVIS CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 29 day of OCTOBER, 1979, by JORDAN SCHNITZER, hereinafter called "Developer."

Developer proposes to create a condominium to be known as 705 Davis Condominium, which will be located in the City of Portland, Multnomah County, Oregon. The purpose of this declaration is to submit 705 Davis Condominium to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law.

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

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

1.1 "Bylaws" means the Bylaws of the Association of Unit Owners of 705 Davis Condominium adopted pursuant to Section 12 below as the same may be amended from time to time.

1.2 "Developer" means Jordan Schnitzer, and his successors and assigns.

1.3 "Plans" means the plat or site plan and floor plans of 705 Davis Condominium, recorded simultaneously with the recording of this declaration.

1.4 Incorporation by Reference. Except as otherwise provided in this declaration, each of the terms defined in ORS 91.500, a part of the Oregon Unit Ownership Law, shall have the meanings set forth in such section.

2. PROPERTY SUBMITTED. The property submitted to the Oregon Unit Ownership Law hereunder is held by Developer and conveyed by it in fee simple estate. The land submitted hereunder is located in the City of Portland, Multnomah County, Oregon, and is more particularly described as follows:

That part of Block 32, Kings 2nd Addition to the City of Portland, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning on the south line of Block 32, Kings 2nd Addition to the City of Portland, which point bears west 204.00 feet from the southeast corner of said Block 32 and east 24.17 feet and north 1995.67 feet from a concrete monument marking an angle point in the north line of the T. Carter DLC; thence from said initial point north 100.00 feet; thence west 137.20 feet; thence south 100.00 feet to the north line of NW Davis Street; thence along said north line east 137.20 feet to the initial point and point of beginning.

Such property includes the land so described, all buildings, improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all personal property used in connection therewith.

3. NAME. The name by which the property submitted hereunder shall be known is "705 Davis Condominium."

4. UNITS.

4.1 General Description of Buildings. The property contains one building of dwelling units and one garage building. The dwelling building contains seven stories, with basement, and is of concrete and brick construction with mason siding and asphalt roof.

4.2 General Description, Location and Designation of Units. The property consists of a total of 20 units. The dimensions, designation and location of each unit is shown in the plans filed simultaneously herewith and made a part of this declaration as if fully set forth herein. The approximate area of each unit is shown on Exhibit A, attached hereto and made a part hereof.

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

5. PERCENTAGE INTERESTS; GENERAL COMMON ELEMENTS. Each unit will be entitled to a percentage ownership interest in the common elements determined by the ratio by which the approximate value of the particular unit bears to the total

approximate value of all units combined, as shown on Exhibit A, attached hereto and made a part hereof. The general common elements consist of the following:

5.1 The land, pathways, driveways, fences, grounds, laundry area, manager's office and apartment, maintenance room, meter room, boiler room, general storage room, elevator equipment room, and garage building, except parking spaces within the garage building bearing the number of a unit as shown on the plans, which are designated as limited common elements by Section 6 below.

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

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

5.4 Hallways, stairways, elevator, entrances and exits which are not part of a unit, and the exterior of balconies.

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

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

6.1 Parking spaces within the garage buildings which bear the number of a unit as shown on the Plans, each of which shall pertain to the unit whose number it bears in the Plans; provided, however, that any such parking space may be transferred so as to pertain to a different unit by an amendment to this declaration executed by the owner and any mortgagee of the unit to which the parking space previously pertained and by the owner of the unit to which the space is being transferred. Such transfer shall be effective upon the filing of such amendment in the Records of Deeds of Multnomah County, Oregon.

6.2 Basement storage areas and rooms which bear the number of a unit as shown on the plans, each of which shall pertain to the unit whose number it bears in the Plans.

6.3 All balconies, except the outside exterior surfaces thereof, each of which shall pertain to the unit it adjoins.

7. USE OF PROPERTY; MAINTENANCE; EASEMENTS.

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

7.2 The necessary work to maintain, repair or replace the common elements shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws. If the mortgagee or beneficiary of any unit determines that the Board of Directors is not providing an adequate maintenance, repair and replacement program for the common elements, such mortgagee or beneficiary, at its option, may deliver a notice to the Board of Directors by delivering same to the registered agent, as required pursuant to ORS 91.578, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the mortgagee or beneficiary, upon written notice to the registered agent that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a mortgage or deed of trust on all business coming before such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

7.3 The association of unit owners, upon prior approval of 75 percent of the voting power of the unit owners, may execute, acknowledge, deliver and record on behalf of the unit owners easements, rights of way, licenses and similar interests affecting the general common elements. Any such instrument shall be executed by the chairman and secretary of the association.

8. COMMON PROFITS AND EXPENSES; VOTING.

8.1 The common profits derived from and the common expenses of the common elements shall be distributed and charged to the owner of each unit based upon the approximate area of the particular unit compared to the total approximate area of all units combined, as shown on the attached Exhibit A.

8.2 Notwithstanding the provisions of ORS 91.500 (15), each unit owner shall be entitled to one vote in the affairs of the association of unit owners for each unit owned by him. "Majority" or "majority of unit owners" as used in this declaration or in the bylaws shall mean the owners of more than 50 percent of the then existing units of the condominium.

9. SERVICE OF PROCESS. The name of the person to receive service of process in cases provided in subsection (1) of ORS 91.578 is Dennis Kuhnle and his place of business within Multnomah County, Oregon, is 811 NW 19th, Portland, Oregon 97209.

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

11. APPROVAL BY MORTGAGEES. In addition to any other approvals required by the Oregon Unit Ownership Law, this declaration or the bylaws of the Association of Unit Owners, the prior written approval of two-thirds of the holders of first mortgages or beneficiaries of first deeds of trust on units in the condominium (based upon one vote for each first mortgage or deed of trust owned) must be obtained for the following:

11.1 Abandonment or termination of the condominium regime;

11.2 Any change in the prorata interest or obligations of any individual unit for (a) purpose of levying

assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the prorata share of ownership of each unit in the common elements;

11.3 The partition or subdivision of any unit;

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

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

12. ADOPTION OF BYLAWS, APPOINTMENT OF INTERIM BOARD, AND DESIGNATION OF MANAGER. Upon the execution and the filing of this declaration, the Developer shall adopt bylaws for the Association of Unit Owners of 705 Davis Condominium, which bylaws are attached hereto as Exhibit B and are filed simultaneously herewith. At the same time, Developer will appoint an interim board of directors of the association, which directors shall serve until their successors have been elected as provided in the bylaws. Such interim board of directors may appoint a manager or managing agent for the condominium on behalf of the association of unit owners, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation and maintenance of the condominium from the date of its formation at the expense of the association. Each unit owner shall be a member of the association. Notwithstanding any other provision of this section, any management agreement or other contract providing for services by Developer shall provide for termination on 90 days' written notice and shall have a maximum contract term of three years.

13. AMENDMENT.

13.1 Approval Required. Except as may otherwise be provided in this declaration or by the Oregon Unit Ownership Law, this declaration may be amended if such amendment is approved by 75 percent of the voting power of

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BOOK OF RECORDS

BOOK 1403 PAGE 2320

the unit owners. Developer's prior written consent shall also be required so long as Developer owns 10 percent or more of the units in the condominium, but no such consent shall be required after two years after this declaration is recorded. No amendment may change the size, location, percentage interest in the common elements, share of common profits or expenses, or voting power of any unit unless such amendment has been approved by the owners of the affected unit and the holders of any mortgage or trust deed on such unit. Sections 11 and 7.2 may not be amended without the written consent of all holders of first mortgages and beneficiaries of first deeds of trust on units in the condominium.

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

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

IN WITNESS WHEREOF, Developer has caused this declaration to be executed this 29 day of OCTOBER, 1979.

Jordan Schnitzer
Jordan Schnitzer

STATE OF OREGON
County of MULTNOMAH

The foregoing instrument was acknowledged before me this 29 day of OCTOBER, 1979 by JORDAN SCHNITZER.

W. J. Whaley
Notary Public for Oregon
My commission expires 11-19-80



MORTGAGEE'S CONSENT

Wells Fargo Realty Advisors is the owner and holder of a mortgage on the property being submitted to the Oregon Unit Ownership Law hereunder and consents to the making of the foregoing declaration.

Wells Fargo Realty Advisors
By Kerry L. Nicholson
Assistant Vice President

STATE OF WASHINGTON)
OREGON) ss.
County of KING)

On this 31st day of October, 1979, personally appeared before me Kerry L. Nicholson who, being duly sworn, did say that he is the Assistant Vice President of Wells Fargo Realty Advisors, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Shannon L. Lundy
Notary Public For Oregon WASHINGTON
My Commission Expires: 4/21/82

The foregoing declaration is approved this 5th day of December, 1979.

Quinn W. Pender
Assessor and Tax Collector
for Multnomah County

~~The foregoing Declaration and Bylaws attached hereto are approved this _____ day of _____, 19__~~

~~_____, Real Estate Commissioner~~

~~By _____~~

State of Oregon



Department of Commerce Real Estate Division

THE UNDERSIGNED, pursuant to ORS 91.512 , as Real Estate
Commissioner of the State of Oregon, hereby approves the

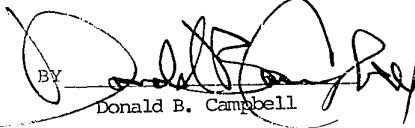
DECLARATION SUBMITTING
705 DAVIS CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

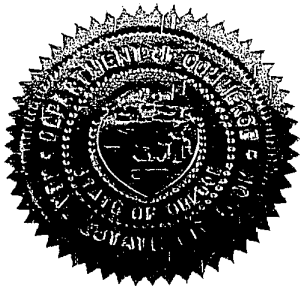
In Multnomah County, Oregon.

IN TESTIMONY WHEREOF, I have hereunto
set my hand and affixed hereto the
seal of the Real Estate Division of
the Department of Commerce of the
State of Oregon this

4th day of December 1979.

WILLIAM F. GWINN
Real Estate Commissioner

BY 
Donald B. Campbell



1979

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EXHIBIT A

BOOK 1403 PAGE 2323

TO DECLARATION SUBMITTING
705 DAVIS CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

<u>Unit</u>	<u>Approximate Square Feet</u>	<u>Percentage Interest in Common Elements</u>	<u>Percentage Share in Common Profits and Expenses</u>
101	1,705	5.4792	6.0284
102	1,908	5.6743	6.7461
103	1,391	4.4309	4.9181
104	630	2.2981	2.2275
203	1,360	4.4126	4.8085
204	893	2.7791	3.1574
301	1,742	5.6186	6.1592
302	1,939	6.0790	6.8557
303	1,387	4.5056	4.9040
304	883	2.9185	3.1220
403	1,349	4.5985	4.7696
404	883	3.1044	3.1220
501	1,729	5.7580	6.1132
502	1,933	6.2134	6.8345
503	1,380	4.7627	4.8793
504	870	3.2903	3.0761
603	2,210	9.9917	7.8139
701	807	2.9906	2.8533
702	974	3.4762	3.4438
703	<u>2,310</u>	<u>11.6183</u>	<u>8.1674</u>
TOTALS	28,283	100.00	100.0000

Exhibit B

BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF
705 DAVIS CONDOMINIUM

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Name and Location. These are the bylaws of the ASSOCIATION OF UNIT OWNERS OF 705 DAVIS CONDOMINIUM (hereinafter the "Association"). 705 Davis Condominium (hereinafter the "condominium") is located in the City of Portland, Multnomah County, Oregon, and has been submitted to the Oregon Unit Ownership Law by a declaration filed simultaneously herewith (hereinafter called "the declaration"). The location of the condominium is more specifically described in the declaration.

2. Principal Office. The principal office of the Association shall be located at 811 NW 19th, Portland, Oregon, or such other address as may be designated by the board of directors from time to time.

3. Purposes. This Association is formed under the provisions of the Oregon Unit Ownership Law to serve as the means through which the unit owners may take action with regard to the administration, management and operation of the condominium.

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

5. Composition of Association. The Association shall be composed of all the unit owners of the condominium, including Jordan Schnitzer and his successors and assigns (hereinafter, "the developer"), and the Association, itself, to the extent any of these own any unit or units of the condominium.

6. Definitions.

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

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BOOK OF RECORDS

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(b) Percentage of unit owners. Whenever a percentage of unit owners is specified herein, such percentage means the owners of that percentage of the total number of units then existing in the condominium.

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

7. Incorporation. If permitted by the Oregon Unit Ownership Law, upon approval of seventy-five percent (75%) of the unit owners the Association may be incorporated under the Oregon Non-Profit Corporation Law. In such event, the Articles of Incorporation shall be consistent with the declaration and these bylaws, and these bylaws shall constitute the bylaws of the incorporated association.

ARTICLE II

MEETINGS OF ASSOCIATION

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

2. First Organizational Meeting. Within two (2) years after the developer has submitted the condominium to unit ownership and adopted these bylaws as owner of all the units, or within ninety (90) days after developer has sold and conveyed ninety percent (90%) or more of the units in the condominium, whichever is earlier, the developer shall call the first meeting of the unit owners to organize the Association and to elect directors. In the event of lack of quorum at such first organizational meeting, it may be adjourned to the time of the next annual meeting.

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

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

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

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

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

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

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

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

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

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;

- (e) Reports of committees, if any;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

ARTICLE III

BOARD OF DIRECTORS

1. Number and Qualification. The affairs of the Association shall be governed by a board of directors composed of three (3) to five (5) persons, as provided in Sections 2 and 3 of this Article. All directors, other than interim directors appointed by developer, shall be owners or co-owners of units of the condominium. For purposes of this section, the officers of any corporate owner and the partners of any partnership, shall be considered co-owners of any units owned by such corporation or partnership.

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

3. Election and Term of Office. At the first organizational meeting called by developer pursuant to Article II, Section 2 of these bylaws, the interim directors shall resign and five (5) successors shall be elected, two to serve until the next annual meeting and three to serve until the second annual meeting after their election. Thereafter, at the expiration of the initial term of office of each respective director, his successor shall be elected to serve for a term of two years, so that the term of not less than one-third of the directors shall expire annually. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality.

4. Vacancies. Vacancies in the board of directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, or by a sole remaining director.

Each person so elected shall be a director until a successor is elected to fill the unexpired term at the next annual meeting of the Association or the next special meeting of the Association called for that purpose. Vacancies in interim directors shall be filled by developer.

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

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

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

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

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

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

(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.

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

(g) Purchasing units of the condominium at foreclosure or other judicial sales in the name of the Association, or its designee, on behalf of all the unit owners as provided in these bylaws.

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

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

(j) Making 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 unit owners present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to repairs or maintenance undertaken pursuant to paragraph (a) above.

(k) Enforcement by legal means of the provisions of the Oregon Unit Ownership Law, the declaration, these bylaws and any rules and regulations adopted hereunder.

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

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

9. Regular and Special Meetings. Regular meetings of the board of directors may be held at such time and place as

shall be determined, from time to time, by a majority of the directors. Special meetings of the board of directors may be called by the chairman and must be called by the secretary at the written request of at least two directors. Notice of any special meeting shall be given to each director, personally or by mail, telephone or telegraph at least seven (7) days prior to the day named for such meeting, and shall state the time, place and purpose of such meeting. All meetings of the board of directors shall be open to unit owners. Such meetings may be conducted by telephonic communication, except that if a majority of the units are principal residences of the occupants, then: (a) for other than emergency meetings, notice of each board of directors' meeting shall be posted at a place or places on the property at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform the unit owners of such meeting; and (b) only emergency meetings of the board of directors may be conducted by telephonic communication.

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

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

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

13. Liability and Indemnification of Directors, Officers, Manager or Managing Agent. The directors and officers shall not be liable to the Association of the unit owners for any

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mistake of judgment, negligence, or otherwise except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each director and officer and the manager or managing agent, if any, against all contractual liability to others arising out of contracts made by the board of directors, officers, manager or managing agent on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the declaration or of these bylaws. Each director and officer and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or which they may become involved, by reason of being or having been a director, officer, manager or managing agent and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the director, officer, manager or managing agent is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in the performance of his duties.

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

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

ARTICLE IV

OFFICERS

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

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

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

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

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

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

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vouchers. He shall perform all other duties incident to the office of treasurer of an association and such other duties as may be assigned to him by the board of directors.

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

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

ARTICLE V

BUDGET, EXPENSES AND ASSESSMENTS

1. Budget. The board of directors shall from time to time, and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous overassessment, and assess the common expenses to each unit owner in the proportion set forth in Section 8.1 of the declaration. The budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those common elements which must be replaced on a periodic basis. The board of directors shall advise each unit owner in writing of the amount of common expenses payable by him, and furnish copies of each budget on which such common expenses are based to all unit owners and, if requested, to their mortgagees.

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

- (a) Expenses of administration.
- (b) Expenses of maintenance, repair or replacement of common elements.

(c) Cost of insurance or bonds obtained in accordance with these bylaws.

(d) A general operating reserve.

(e) Reserve for replacements and deferred maintenance.

(f) Any deficit in common expenses for any prior period.

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

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

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

4. Special Assessments.

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

(b) Reserve Trust Funds. In establishing reserves for the maintenance, repair or replacement of the common

elements, the board of directors may elect by resolution to establish one or more trust funds for the maintenance, repair or replacement of specific items, in which case the board shall either designate part of the regular assessment or establish separate assessments for such purposes. The proceeds therefrom shall be held in such trust funds and used only for the designated maintenance, repairs or replacements.

5. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Association the assessed common expenses, such unit owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid expenses, or any appeal therefrom. The board of directors shall have the right and duty to recover for the Association such common expenses, together with interest thereon, and expenses of the proceeding, including attorneys' fees, by an action brought against such unit owner or by foreclosure of the lien upon the unit granted by the Oregon Unit Ownership Law. The board of directors shall notify the holder of any first mortgage upon a unit of any default not cured within thirty (30) days of the date of default.

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

7. Statement of Common Expenses. The board of directors shall promptly provide any unit owner who makes a request in writing with a written statement of his unpaid common expenses.

8. First Mortgages. Any lien of the Association against a unit for common expenses shall be subordinate to tax and assessment liens and any first mortgage or deed of trust of record. Where the purchaser or mortgagee of a unit obtains title to the unit as a result of foreclosure of a

first mortgage or by deed in lieu of foreclosure, such purchaser or mortgagee, his successors and assigns, shall not be liable for any of the common expenses chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser or mortgagee.

ARTICLE VI

RECORDS AND AUDITS

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

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

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

4. Payment of Vouchers. The treasurer shall pay all vouchers up to \$1,000 signed by the chairman, managing agent, manager or other person authorized by the board of directors. Any voucher in excess of \$1,000 shall require the signature of the chairman.

5. Reports and Audits. An annual report of the receipts and expenditures of the Association shall be rendered by the board of directors to all unit owners and to

all mortgagees of units who have requested the same within 90 days after the end of each fiscal year. From time to time the board of directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the owners and such mortgagees. At any time any owner or mortgagee may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

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

ARTICLE VII

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

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

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

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

(c) Historic preservation. In the event the condominium is designated as "historic property" pursuant to the provisions of the Oregon Historic Property Act, ORS 358.475-358.565, the common

elements of the condominium shall be maintained so as to preserve their historic value in accordance with all applicable Historic Preservation laws and regulations.

2. Additions, Alterations or Improvements. A unit owner shall not, without first obtaining written consent of the board of directors, make or permit to be made any structural alteration, improvement, or addition in or to his unit, or in or to the exterior of the buildings or any other general or limited common elements. A unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness or safety of the property, or reduce the value thereof or impair any easement or hereditament unless the written consent of all unit owners affected is obtained. A unit owner shall not paint or decorate any portion of the exterior of the buildings or other general or limited common elements without first obtaining written consent of the board of directors.

3. Damage or Destruction by Casualty of Condominium Property.

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

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

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

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

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

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

(a) Residential use. No commercial activities of any kind shall be carried on in any unit or in any other portion of the condominium without the consent of the board of directors of the Association

or manager, except activities relating to the rental or sale of units. This provision, however, shall not be construed so as to prevent or prohibit a unit owner from maintaining his professional personal library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his unit.

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

(c) Offensive or unlawful activities. No noxious or offensive activities shall be carried on in any unit nor shall anything be done or placed upon any unit which interferes with or jeopardizes the enjoyment of other units or the common elements or which is a source of annoyance to residents. Unit occupants shall exercise extreme care not to make noises which may disturb other unit occupants, including the use of musical instruments, radios, televisions and amplifiers. No unlawful use shall be made of the condominium nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

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

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

(f) Windows, balconies 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, balconies 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, balconies or facades.

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

(h) Leasing and rental of units. Except with the consent of the board of directors of the Association or the manager and except for a lender in possession following default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner may lease or rent less than his entire unit and no unit owner may rent his unit for transient or hotel purposes. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the declaration and these bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. Other than the foregoing, there is no restriction on the right of any unit owner to lease or rent his unit.

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

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

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

(l) 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 percent (70%) of the unit owners present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation or rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the secretary promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery.

6. Right of entry. A unit owner shall grant the right of entry to the board of directors, managing agent, manager or any other person authorized by the board of directors in the case of any emergency originating in or threatening his unit or other condominium property, whether or not the owner is present at the time. A unit owner shall also permit such persons to enter his unit for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in Section 5 of this Article, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

7. Easements for Developer. Developer and its agents, successors and assigns shall have an easement over and upon the common elements for the purpose of making repairs to existing structures and carrying out sales and rental activities necessary or convenient for the sale or rental of units, including, without limitation, the right to use the units owned by developer as model units and the right to use a unit as a sales office.

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

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

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

In addition, any aggrieved unit owner may bring an action to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

ARTICLE VIII

INSURANCE

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

(a) A policy or policies of insurance covering loss or damage from fire, with extended coverage endorsement, and such other coverages such as flooding, which the Association may deem desirable, for not less than the full insurable replacement value of the units and common elements. Such policy or policies shall name developer, the Association and the unit owners as insureds, as

their interest may appear, and shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit, if any.

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

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

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

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

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

1979

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12

BOOK OF RECORDS

BOOK 1403 PAGE 2346

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

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

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

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

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

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

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

(d) A provision that any "no other insurance" clause in the master policy exclude individual

1979

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BOOK OF RECORDS

BOOK 1403 PAGE 2347

owners' policies from consideration, and a waiver of the usual proration clause with respect to such policies.

(e) A provision that the insurer issue subpolicies specifying the portion of the master policy earmarked for each owner's interest and that until the insurer furnished written notice and a grace period to the mortgagee insured under the loss payable clause thereof, the mortgagee's coverage is neither jeopardized by the conduct of the unit mortgagor-owner, the Association, or other unit owners nor cancelled for nonpayment of premiums.

(f) A rider on the master policy patterned after "Use and Occupancy" insurance which will provide relief from monthly assessments while a unit is uninhabitable by the payment of the condominium expenses thereof and any other fixed costs, including, but without being limited to, taxes, rent, insurance, and mortgage payments. The proceeds from any casualty policy, whether held by the Association or a unit owner, payable with respect to any loss or damage to the common elements, shall be held in trust for the benefit of all insureds as their interest may appear.

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

ARTICLE IX

AMENDMENTS TO BYLAWS

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

2. Adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors or by the unit owners and may be approved by the unit owners at a

meeting called for this purpose. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by seventy-five percent (75%) of the unit owners and by developer so long as developer owns ten percent (10%) or more of the units in the condominium. Developer's consent shall not be required after two years after the date of recording of the declaration. Neither Article V, Section 8, nor any other provision of these bylaws which is for the benefit of mortgagees may be amended without the written consent of all mortgagees.

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

ARTICLE X

MISCELLANEOUS

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

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

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

4. Action Without a Meeting. Any action which the Oregon Unit Ownership Law, the declaration or the bylaws

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

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

DATED, PORTLAND OR, this 29 day of OCTOBER, 1979.

Jordan Schnitzer
Jordan Schnitzer

STATE OF OREGON)
) ss.
County of Multnomah)

We, KENNETH TEMPLIN and W.F. WEARLY,
hereby certify that we are the duly elected, qualified and acting chairman and secretary, respectively, of the ASSOCIATION OF UNIT OWNERS OF 705 DAVIS CONDOMINIUM and that the within and foregoing is a full, true and complete copy of the bylaws of said Association, duly adopted on the 29 day of OCTOBER, 1979, by the developer.

IN WITNESS WHEREOF, we have hereunto set our official signatures this 29th day of OCTOBER, 1979.

[Signature]
Chairman

W.F. Wearly
Secretary

1979

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12

BOOK OF RECORDS

1980 10 10 1 4000

BOOK 1403 PAGE 2350

95584

After Recording, Return To:

Stoel, Rives, Boley, Fraser & Wyse
ATTENTION April Oldrich
900 SW Fifth Avenue, Suite 2300
Portland, OR 97204

STATE OF OREGON }
Multnomah County } ss.

Director, Department of Admin-
-stration Services and Recorder of Deeds, in
and for said County, do hereby certify that the
within instrument of record was received for record
and recorded in the record of
of said County at PM 3:21
1980 Dec 10

RECORDED
MULTNOMAH CO. OREGON

In Book 1403 On Page 2314
witness my hand and seal of office affixed.

Director
Department of Administration
Services

Rec-17
J. Hennrich
Deputy

121, 08

10-16-81

BOOK 1556 PAGE 417

AMENDMENT TO THE BYLAWS OF THE ASSOCIATION OF
UNIT OWNERS OF 705 DAVIS CONDOMINIUM

Pursuant to Article IX of the Bylaws of the Association of Unit Owners of 705 Davis Condominium and in accordance with the provisions of the Oregon Unit Ownership Law, the following Subsection (d) is added to Article VII, Section 1 of the Bylaws:

- (d) The 705 Davis Condominium has been placed on the national registry of historic places. Accordingly, 705 Davis Condominium, consisting of all the units and common elements shall be used and maintained so as to preserve its historic value in accordance with all applicable Federal and State of Oregon historic preservation laws and regulations.

We hereby certify that the above amendment to the Bylaws of the Association of Unit Owners of 705 Davis Condominium was adopted at a duly called meeting of the Association of Unit Owners by a vote of 90 % of the owners of units within the condominium on the 5th day of October, 1981

Hubert A. Leonard
Acting President

Celeste Price Neal
Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

October 6, 1981.

Personally appeared Hubert A. Leonard and Celeste Price Neal, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of the Association of Unit Owners of 705 Davis Condominium, and that said instrument was signed in behalf of the association by authority of its unit owners; and each of them acknowledged said instrument to be its voluntary act and deed.

[Signature]
Notary Public for Oregon
My Commission Expires: Feb. 28, 1985

72683

(OCT 16 1981)

10-16-81

BOOK 1556 PAGE 418

72683

STATE OF OREGON }
Multnomah County }

Director, Department of Administration Services and Records
for said County, do hereby certify that the within
recited instrument was received for record and
recorded in the record of
of said County at

1981 OCT 16 AM 10:55

RECORDED IN BOOK 1556
MULTNOMAH CO. OREGON

In Boy 1556 418 ^{Original}
witness my hand and seal of office, attested.

P. Honnert
Director
Department of Administration
Services
Deputy

MAIL TO: CELESTE PRICE NEAL
2141 NW DAVIS #503
PORTLAND OR 97210

400

72683

(OCT 16 1981)

AMENDMENT TO DECLARATION SUBMITTING 705 DAVIS CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

WHEREAS, all of the owners of units at 705 Davis Condominium have voted to amend the condominium Declaration as set forth below;

WHEREAS, the signatures of the Chairperson and Secretary of the Association of Unit Owners of 705 Davis Condominium appear below as required by ORS 94.059(1)(b);

NOW, THEREFORE, that Declaration of Unit Ownership for 705 Davis Condominium, recorded at Book 1403, Page 2314 in the Deed Records of Multnomah County, Oregon, is hereby amended as follows:

1. The following language shall be added to Section 6.2 of the Declaration:

Any reallocations by and between unit owners as respecting basement storage areas as shall appear on the recorded floor plans from time to time shall be subject to the prior approval of the Board of Directors of the Association to insure continued structural integrity of the common elements. Any expenses incurred in connection with the reallocation of boundaries shall be the sole responsibility of the affected owners and such parties shall reimburse the Association for any and all expenses incurred in connection with the approval and recording of necessary documents in connection therewith. Any expenses so incurred by the Association and remaining unpaid by the unit owner shall be added to and become a part of the common assessments and subject to collection in the same manner as all other common assessments, including but not limited to the right to lien and foreclose upon such lien.

2. The floor plans for 705 Davis Condominium shall be redrawn to reflect the reallocation of boundaries between the limited common element basement storage areas as agreed upon by all owners.

RECORDED
MULTNOMAH COUNTY

JUL 23 1988

PAGE 1 - AMENDMENT

DIRECTOR DIVISION OF
ASSESSMENT & TAXATION

THIS AMENDMENT is hereby certified by the Chairperson and Secretary of the Association of Unit Owners of 705 Davis Condominium this 24 day of March, 1987.

Donald N. Perie
CHAIRPERSON

Edna J. Zenger
SECRETARY

STATE OF OREGON)
County of Multnomah) ss.

Personally appeared Donald N. Perie and Edna J. Zenger who did say that the former is the Chairperson and that the latter is the Secretary of the Association of Unit Owners of 705 Davis Condominium, and that said instrument was signed in behalf of said Association by authority of its board of directors; and each of them acknowledged said instrument to be their voluntary act and deed.

L. James Brinkman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-12-91

THIS AMENDMENT has been read and approved by:

7/25/88
Date

Robert F. Ellis
Multnomah County Tax Assessor

The foregoing Amendment to the Declaration is approved
pursuant to ORS 94.036 this 18th day of July, 1988.

MORELLA LARSEN
Real Estate Commissioner

By *Stan F. Mayfield*

AUG - 2 1988

LANGUAGE TO BE INSERTED IN AMENDMENT
TO CONDOMINIUM PLAT

DECLARATION

Know all men by these presents that we, Donald H. Price, Chairperson, and Edna J. Zenger, Secretary, of the Association of Unit Owners of 705 Davis Condominium, do hereby make, establish, and declare that the next Amendment to the Plat of 705 Davis Condominium has been approved by all of the units owners of the Condominium and do hereby certify that such Amendment was duly adopted as required by ORS 94.059.

Donald H. Price
CHAIRPERSON

Edna J. Zenger
SECRETARY

STATE OF OREGON)
County of Washington) ss.

Personally appeared Donald H. Price and Edna J. Zenger who did say that the former is the Chairperson and that the latter is the Secretary of the Association of Unit Owners of 705 Davis Condominium, and that said instrument was signed in behalf of said Association by authority of its board of directors; and each of them acknowledged said instrument to be their voluntary act and deed.

Clara M. Williams
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-15-91

PLEASE RETURN TO:
MEYER & VIAL
ATTORNEYS AT LAW
SUITE 855
ONE S. W. COLUMBIA
PORTLAND, OREGON 97258

058863

BOOK 2125 PAGE 782

STATE OF OREGON }
Multnomah County }

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

1988 AUG -2 PM 3:30

CLERK OF COURTS SECTION
MULTNOMAH CO. OREGON

In Book On Page

BOOK 2125 PAGE 778

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

m Rutno
Deputy

20
23

AUG - 2 1988

AMENDMENT TO DECLARATION SUBMITTING 705 DAVIS CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

WHEREAS, all of the owners of units at 705 Davis Condominium have voted to amend the condominium Declaration as set forth below:

WHEREAS, the signatures of the Chairperson and Secretary of the Association of Unit Owners of 705 Davis Condominium appear below as required by ORS 94.059(1)(b);

NOW, THEREFORE, that Declaration of Unit Ownership for 705 Davis Condominium, recorded at Book 1403, Page 2314 in the Deed Records of Multnomah County, Oregon, is hereby amended as follows:

1. The following language shall be added to Section 6.2 of the Declaration:

Any reallocations by and between unit owners as respecting basement storage areas as shall appear on the recorded floor plans from time to time shall be subject to the prior approval of the Board of Directors of the Association to insure continued structural integrity of the common elements. Any expenses incurred in connection with the reallocation of boundaries shall be the sole responsibility of the affected owners and such parties shall reimburse the Association for any and all expenses incurred in connection with the approval and recording of necessary documents in connection therewith. Any expenses so incurred by the Association and remaining unpaid by the unit owner shall be added to and become a part of the common assessments and subject to collection in the same manner as all other common assessments, including but not limited to the right to lien and foreclose upon such lien.

2. The floor plans for 705 Davis Condominium shall be redrawn to reflect the reallocation of boundaries between the limited common element basement storage areas as agreed upon by all owners.

RECEIVED
MULTNOMAH COUNTY

JUL 2 1988

DIRECTOR OF COUNTY ASSESSMENT & TAXATION

PAGE 1 - AMENDMENT

STATE OF OREGON, }
MULTNOMAH COUNTY } ss.

I, DIRECTOR, THE RECORDING SECTION AND RECORDER OF CONVEYANCES FOR MULTNOMAH COUNTY, STATE OF OREGON, DO HEREBY CERTIFY THAT THE FOREGOING COPY OF Amend. Declaration Recorded in book of records Book 2125 Page 778 Aug 2 1988 3:30 PM HAS BEEN COMPARED BY ME WITH THE ORIGINAL AND THAT IT IS A CORRECT TRANSCRIPT THEREFROM AND OF THE WHOLE OF SUCH ORIGINAL AS THE SAME APPEARS ON FILE OR OF RECORD IN MY OFFICE AND IN MY CUSTODY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID OFFICE THIS 28th DAY OF July A.D. 1989.

DIRECTOR
RECORDING SECTION
BY [Signature] DEPUTY

BOOK 2125, PAGE 779

THIS AMENDMENT is hereby certified by the Chairperson and Secretary of the Association of Unit Owners of 705 Davis Condominium this 24 day of March, 1987.

Donald H. Pierce
CHAIRPERSON

Edna J. Zenger
SECRETARY

STATE OF OREGON }
County of Multnomah } ss.

Personally appeared Donald H. Pierce and Edna J. Zenger who did say that the former is the Chairperson and that the latter is the Secretary of the Association of Unit Owners of 705 Davis Condominium, and that said instrument was signed in behalf of said Association by authority of its board of directors; and each of them acknowledged said instrument to be their voluntary act and deed.

L. James Probert
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-15-91

THIS AMENDMENT has been read and approved by:

7/25/88
Date

Paul F. Ellis
Multnomah County Tax Assessor

PAGE 2 - AMENDMENT

AUG -2 1987

The foregoing Amendment to the Declaration is approved
pursuant to ORS 94.036 this 18th day of July, 1988.



MORELLA LARSEN
Real Estate Commissioner

By *Stan F. Mayfield*

AUG - 2 1988

LANGUAGE TO BE INSERTED IN AMENDMENT
TO CONDOMINIUM PLAT

DECLARATION

Know all men by these presents that we, Donna A. Pease, Chairperson, and Edna J. Zenger, Secretary, of the Association of Unit Owners of 705 Davis Condominium, do hereby make, establish, and declare that the next Amendment to the Plat of 705 Davis Condominium has been approved by all of the units owners of the Condominium and do hereby certify that such Amendment was duly adopted as required by ORS 94.059.

Donna A. Pease
CHAIRPERSON

Edna J. Zenger
SECRETARY

STATE OF OREGON }
County of Multnomah } ss.

Personally appeared Donna A. Pease and Edna J. Zenger who did say that the former is the Chairperson and that the latter is the Secretary of the Association of Unit Owners of 705 Davis Condominium, and that said instrument was signed in behalf of said Association by authority of its board of directors; and each of them acknowledged said instrument to be their voluntary act and deed.

G. Fern Hillman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-12-91

PLEASE RETURN TO:
MEYER & VIAL
ATTORNEYS AT LAW
SUITE 555
ONE S. W. COLUMBIA
PORTLAND, OREGON 97258

MS-2 898

BOOK 2223 PAGE 915

BOOK 2125 PAGE 782

0038603

1988
AUG 2

STATE OF OREGON
 "Add Postal Charge"
 U.S. Stamp for the Revenue of Oregon, as well as
 and District, and to be used for the purchase of
 and County.

AUG 2 PM 3 30
 MULTNOMAH CO OREGON

IN THE
 0002125 PAGE 778
 REGISTERED BY THE STATE OF OREGON

M. B. B.

20
23

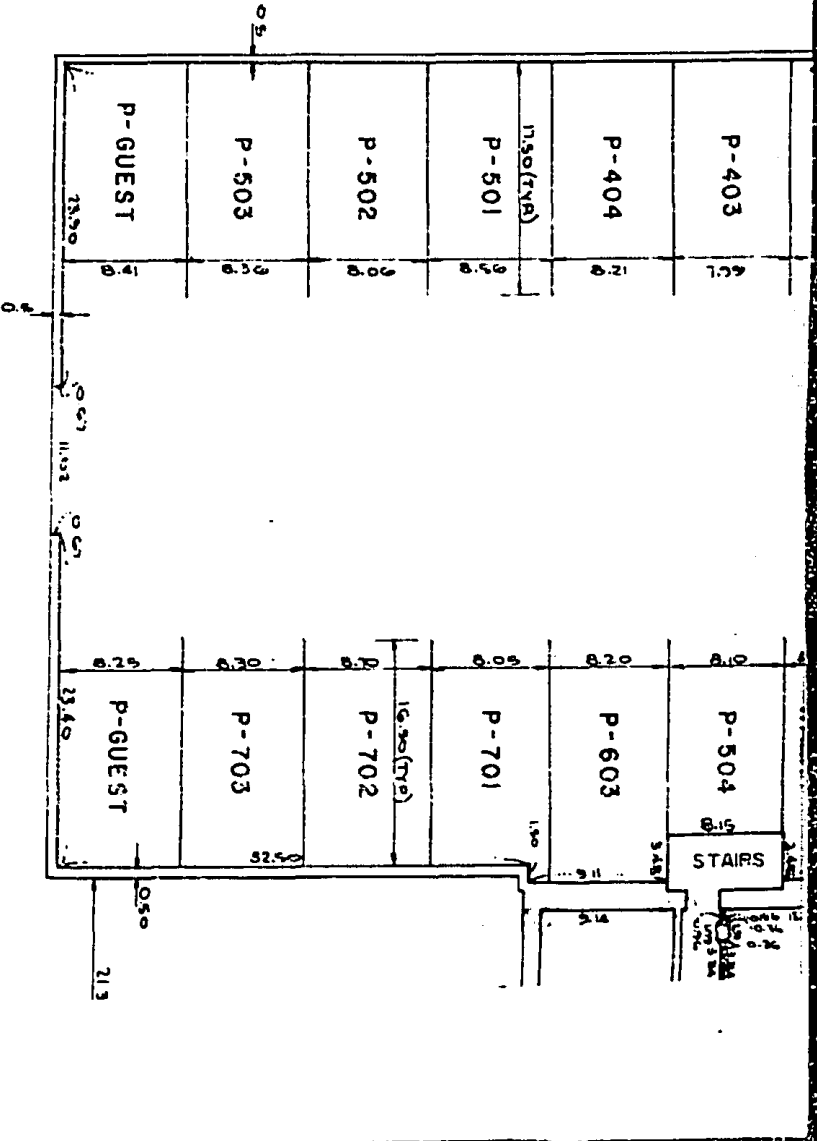
AUG - 2 1988

Revised Basement Storage
Unit Designation 4-29-88.

Jim Weddle 5/05/88
PLS OREGON No. 874

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jim Weddle 5-31-79
OREGON
JULY 18, 1944
JAMES O. WEDDLE
874



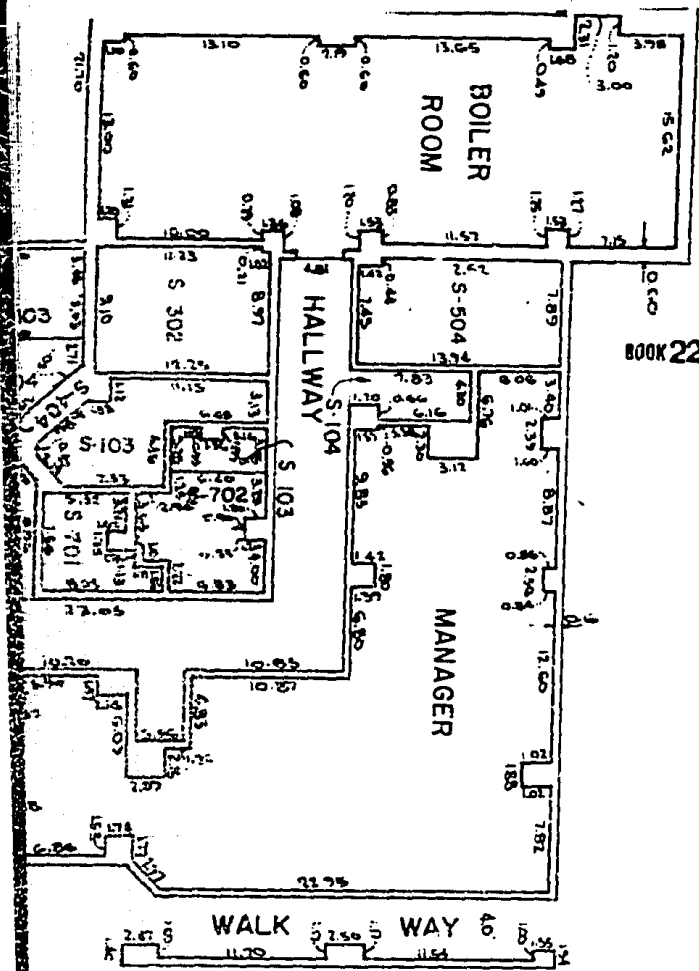
N. W. DAVIS

CONDOMINIUM ING'S 2ND ADDITION TO THE CITY OF PORTLAND)

TRAGE FLOOR PLAN

E: 1" = 10'

BOOK 2223 PAGE 919



061089

STATE OF OREGON }
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within and foregoing writing is a true and correct copy of the original as the same appears for record and recorded in the records of said County.

03 JUN 28 PM 2:43

RECORDED IN BOOK 2223 PAGE 911

On Page

In Book
BOOK 2223 PAGE 911

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

M. Buckner
Deputy

Barber & Collins, Inc.
3216 SE Milwaukie
Portland, OR 97202

45

9 July 1992

RT. TO: Board of Directors
705 Davis Condominiums Apt. 301
2241 NW Davis
Portland, OR 97210

In accordance with the Amendment to Declaration Submitting
705 Davis Condominiums to Oregon Unit Ownership Law, Book
2223, Page 911, permission is requested to exchange storage
rooms as follows:

1. Storage Room S-102, circled in red on the enclosed plan, shall be legally transferred to Apartment #301.
2. Storage Room S-301, circled in blue on the enclosed plan, shall be legally transferred to Apartment #102.
3. Storage Room S-102, circled in green on the enclosed plan, shall remain the property of Apartment #102.

This exchange has the approval of the owners of said apart-
ments, as signified below.

If the Board grants approval of this action, the owners will
take proper steps with the Recording Section and Recorder of
Conveyances for Multnomah County.

Any expenses incurred will be borne by the owners of said
apartments.

Asley H. Hougen
Asley Hougen
Owner, Apartment #301

JoAnne Singer
JoAnne Singer
Owner, Apartment #102

Page 1
Amendment to Storage Room Ownership



Signatures of Asley Hougen and
JoAnne Singer notariced 7-15-92

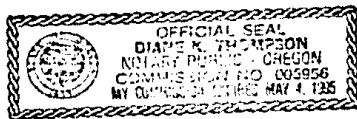
Diane K. Thompson

Approved 7-15-92 *Ray E. Moore III*
Chairman 705 Davis Condominiums

Sheldon H. Bader
Secretary 705 Davis Condominiums

JUL 15 1992

Personally appeared before me Ray E. Hoover and Sharon H. Baker who did say that the former is the Chairperson and the latter is a Board Member of the Association of Condominium Owners of 705 Davis Condominiums, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and each of them acknowledged said instrument to be their voluntary act and deed.



Diane K. Thompson
NOTARY PUBLIC FOR OREGON
My commission expires 5-4-95

103

Page 2 - AMENDMENT TO STORAGE ROOM OWNERSHIP

077559

STATE OF OREGON _____ ss.
Multnomah County

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

92 JUL 15 PM 4:11
RECORDING SECTION
MULTNOMAH CO. OREGON

In Book _____ On Page _____
BOOK 2564 PAGE 2904
with the my hand and seal of office affixed
Recorder of Conveyances
C. Swick
Deputy

JUL 15 1992

This document is being recorded to
show the following:

~~BOOK 2361 PAGE 2904~~

BOOK 2574 PAGE 762

9 July 1992

RT. TO: Board of Directors
705 Davis Condominium Apt. 301
2141 NW Davis
Portland, OR 97210

In accordance with the Amendment to Declaration Submitting
705 Davis Condominiums to Oregon Part Ownership Law, Book
2223, Page 911, permission is requested to exchange storage
rooms as follows:

1. Storage Room S-102, circled in red on the enclosed
plan, shall be legally transferred to Apartment #301.
2. Storage Room S-301, circled in blue on the enclosed
plan, shall be legally transferred to Apartment #102.
3. Storage Room S-102, circled in green on the enclosed
plan, shall remain the property of Apartment #102.

This exchange has the approval of the owners of said apart-
ments, as signified below.

If the Board grants approval of this action, the owners will
take proper steps with the Recording Section and Recorder of
Conveyances for Multnomah County.

Any expenses incurred will be borne by the owners of said
apartments.

Asley Rougen
Asley Rougen
Owner, Apartment #301

JoAnne Stuber
JoAnne Stuber
Owner, Apartment #102

Page 1
Amendment to Storage Room Ownership

Approved 7/15/92 by E. Mason with
Chairman 705 Davis Condominiums
Sharon H. Bader
Secretary 705 Davis Condominiums

AUG 7 1992

BOOK 2564 PAGE 2905

BOOK 2574 PAGE 762

BOOK 2574 PAGE 762

N. Wilson

Personally appeared before me *R. C. Thompson* and
Shirley H. Butler who did say that the former is the
 Chairperson and the latter is a Board Member of the
 Association of Condominium Owners of 705 Davis Condominium,
 and that said instrument was signed in behalf of said Associ-
 ation by authority of its Board of Directors; and each of
 them acknowledged said instrument to be their voluntary act
 and deed.

D. K. Thompson
 NOTARY PUBLIC FOR OREGON

My commission expires 5-4-95

087852

077538

Page 2 - AMENDMENT TO STORAGE ROOM OWNERSHIP

STATE OF OREGON
 Multnomah County

I, Clerk of the Multnomah County, do hereby certify that the within instrument is a true and correct copy of the original as filed for record and is correct in the whole and in every particular.

1992 JUL 15 PM 4:11

BOOK 2564 PAGE 2904

C. Swick

$\frac{10}{13}$
 to Record

AUG 7 1992

September 8, 1994

Amendment to Parking spaces ownership

Board of Directors
705 Davis Condominium #504
2141 NW Davis Street
Portland, Oregon 97210

In accordance with the Amendment to Declaration Submitting
705 Davis Condominiums to Oregon Unit Ownership Law, Book
2223, Page 911, permission is requested to exchange parking
spaces as follows:

1. Parking Space P-103, circled in red on the enclosed plan, shall be legally transferred to condominium #504.
2. Parking Space P-504, circled in blue on the enclosed plan, shall be legally transferred to condominium #103.

This exchange has the approval of the owners of said condominiums, as signified below.

If the Board grants approval of this action, the owners will take proper steps with the Recording Section and Recorder of Conveyances for Multnomah County.

Any expenses incurred will be borne by the owners of said condominiums.

Sherwood W. Bader
Sherwood W. Bader
Owner, Condo. #103

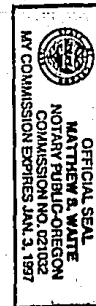
Dorothy B. Pierce
Donald W. & Dorothy B. Pierce
Owners, Condo. #504

Page 1
Amendment to Parking Spaces Ownership

1 of 5

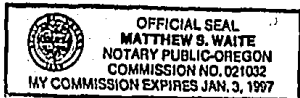
94 140091

For witnessing or attesting a signature
 State of OREGON
 County of MULTNOMAH
 Signed or attested before me on 9-19-94 (date) by
Sherwood W. Bader, Dorothy B. Pierce (name(s) of person(s))
~~Matthew F. White~~
 (Signature of notarial officer)
 (Seal if any)
 My commission expires: 1-3-97.



9-20-94

Personally appeared before me James E. Vehter and
Charles P. Campbell who did say that the former is the
Chairperson and the latter is a Board Member of the
Association of Condominium Owners of 705 Davis Condominiums,
and that said instrument was signed in behalf of said Associ-
ation by authority of its Board of Directors; and each of them
acknowledged said instrument to be their voluntary act and deed.



Matthew S. Waite
NOTARY PUBLIC FOR OREGON
My commission expires 1-3-97

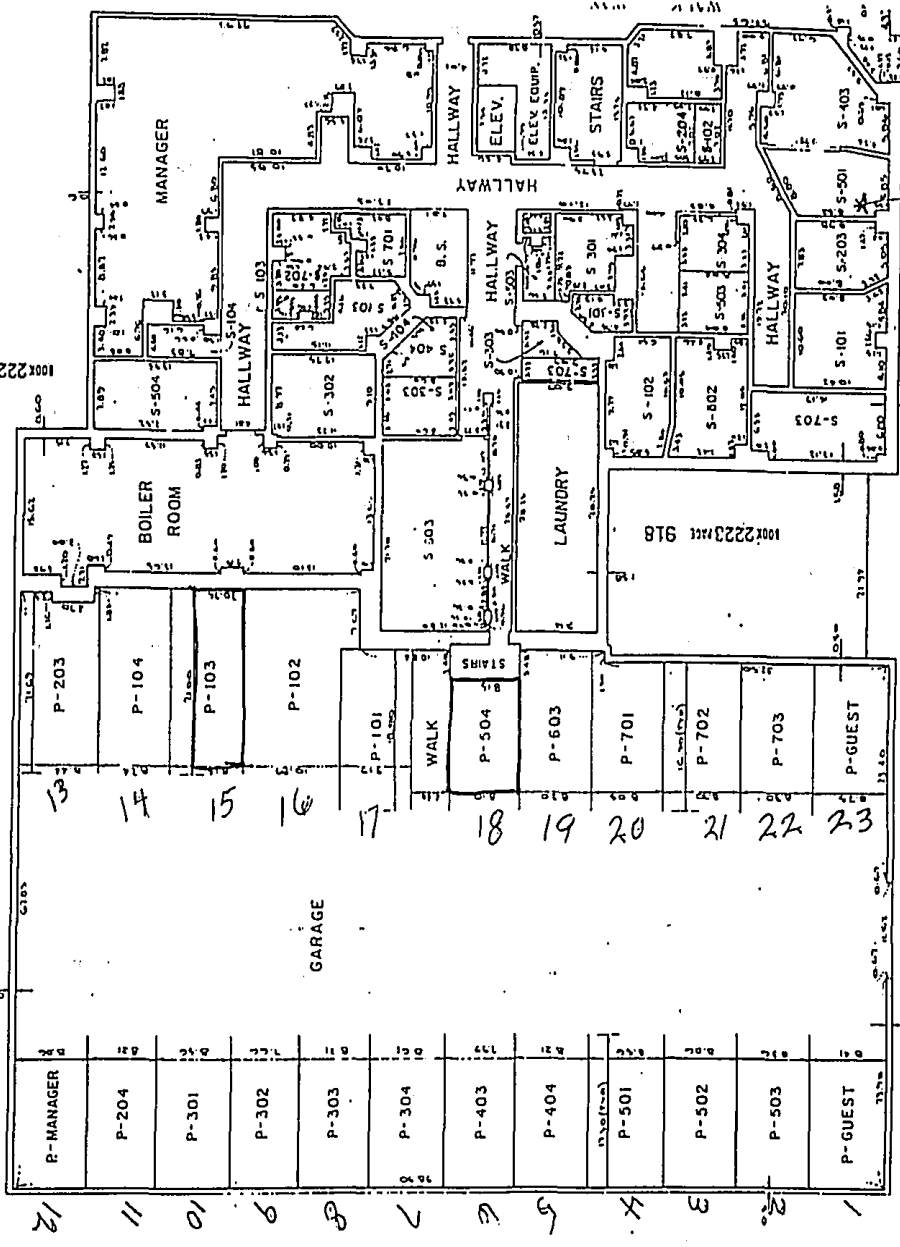
For witnessing or attesting a signature
State of OREGON
County of MULTNOMA H 9-19-94 (date) by
James E. Vehter / Charles P. Campbell (name(s) of person(s))
Matthew S. Waite
(Signature of notarial officer)
(Seal if any)
My commission expires: 1-3-97

Pg 2 Amendment to parking space ownership

2

9-20-94

9-20-94



KEY
 ■ GUEST STORAGE
 ■ UNIT STORAGE
 ■ UNIT PARKING

W

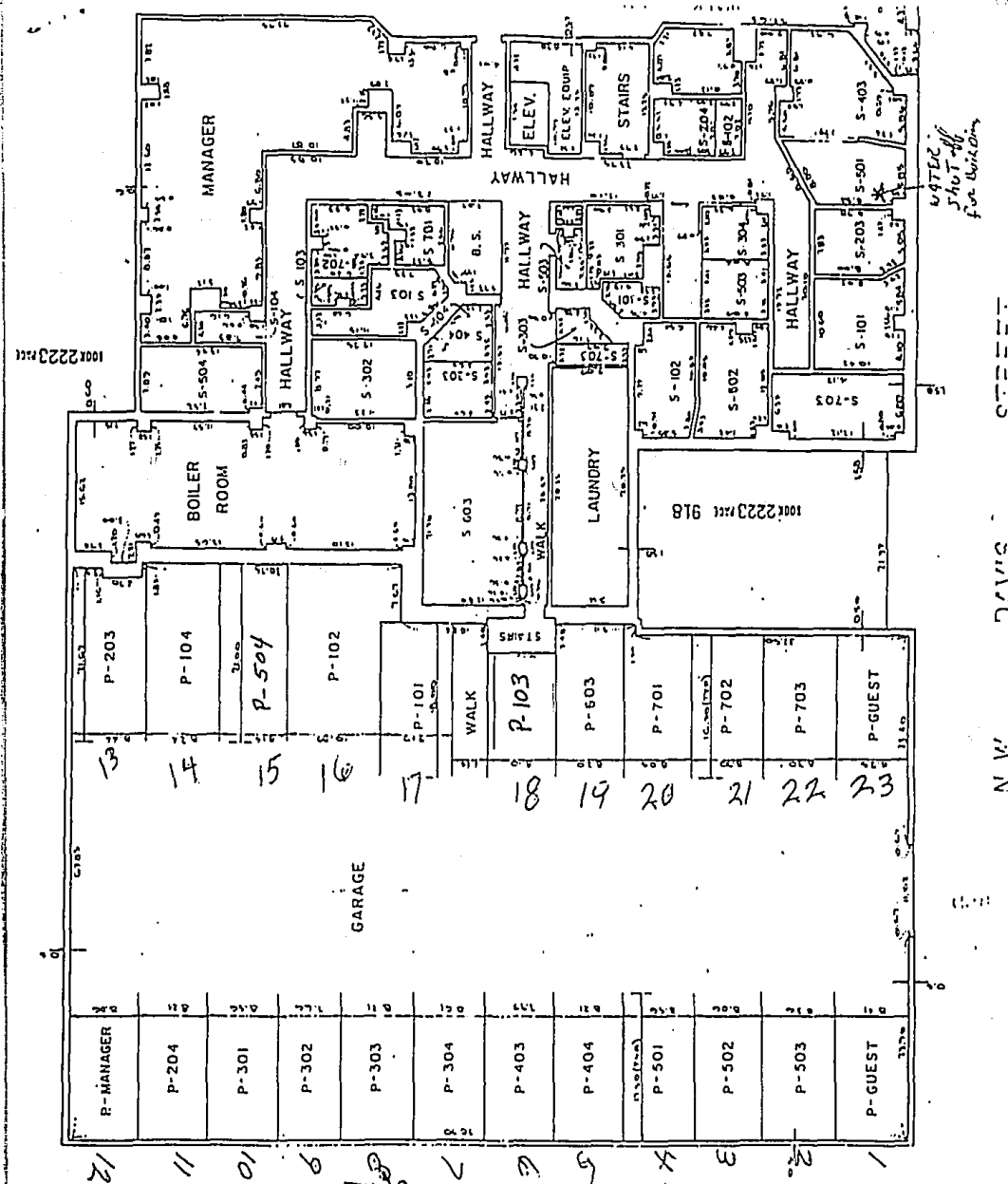
rent Storage
 on 4-29-88.
 11-10-88
 No. 874

ESTERLO
 SULLIVAN
 11/20/88
 O'WEDDLE
 874

N W DAVIS STREET

100X2223Mtl 9

100X2223Mtl 918



KEY
 □ DING STORAGE
 □ UNIT STORAGE
 □ UNIT PARKING

Revised P-504
 P-103 & #15
 P-18 - 94
 #9

4

Unit Storage
 on 4-29-88.

6/11 5/20/88
 1 No. 874

REGISTERED
 RESERVATION
 SURVEYOR

Submittal 1-10-87
 ALCON
 50 WEDDIE
 374

9-20-94

9-20-94

STATE OF OREGON }
Multnomah County }

ss.

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

94 SEP 20 PM 12: 23

RECORDING SECTION
MULTNOMAH COUNTY OREGON

Vol/Pag 94 140091 On Page

witness my hand and seal of office stored.
Recorder of Conveyances

C Swick
Deputy

209

Ret to - C. RICHARD ZENGER 2141 NW DAVIS ST. APT. 204 PORTLAND, OR. 97210

AMENDMENT TO THE BY-LAWS OF THE ASSOCIATION
OF UNIT OWNERS OF 705 DAVIS CONDOMINIUM

Be it resolved that Article III, paragraph 3, of the by-laws
of the Association of Unit Owners of 705 Davis Condominium is
hereby amended to add the following:

"The members of the Association at any annual or special
meeting of the Association with notice of the subject matter
thereof, may decrease the number of board members to three (3)
members and may increase the number of the board of directors
to five (5) as the membership of the Association may, from
time to time, deem appropriate. In the event of a decrease in
the number of the board, those who have been serving on the
board shall, by lot or by voluntary resignation or both,
reduce the membership and, by lot or agreement, stagger the
two-year terms of the remaining board members so that not less
than one-third directors terms shall expire annually. In the
event the members of the Association increase the number of
board members to five (5), the Association members shall elect
additional board members with likewise staggered terms."

STATE OF OREGON)
)ss
County of Multnomah)

We C. RICHARD ZENGER and EVELYN S. COOPER hereby
certify that we are the duly elected, qualified and acting Chairman
and Secretary, respectively, of the Association of Unit Owners of
705 Davis Condominium and that be foregoing as a true and complete
copy of the amendment to the by-laws of the Association duly
adopted by more than seventy-five percent (75%) of the membership
on the 14th day of JANUARY, 1996.

In witness whereof, we have hereunto set our official
signatures this 15th day of JANUARY, 1996.

C. Richard Zenger
Evelyn S. Cooper

THIS INSTRUMENT was acknowledged before me on JANUARY 15,
~~1995.~~ 1996.



[Signature]
Notary Public for Oregon
My Commission Expires: DEC 5, 1998

STATE OF OREGON }
Municipal Court }

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

96 JAN 16 AM 9: 50

RECORDING SECTION
MULTNOMAH CO. OREGON

Vol 1 Page

96 8037
witness my hand and seal of office at this

Records of Conveyances

C Swick
Deputy

53

2

JANUARY 16, 1996

SHERWOOD W. BADER, Unit 103
and
EVELYN S. COOPER, Unit 503
2141 NW Davis, Portland, OR 97210
Grantor and
Grantee of exchanged PARKING SPACE TRANSFER
parking spaces. June 27, 1997

-0- Consideration
No change in tax statements
After recording, return to:
Smith & Davis, 610 SW Broadway, Portland, OR 97205
Board of Directors
705 Davis Condominium Association
2141 NW Davis Street
Portland, Oregon 97210

P-U
8-15

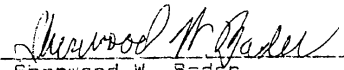
In accordance with the Amendment to Declaration Submitting
705 Davis Condominiums to Oregon Unit Ownership Law, Book
2223, Page 911, permission is requested to exchange parking
spaces as follows:

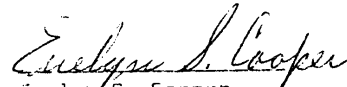
1. Parking Space 2 (P-503) shall be legally transferred
to Unit 103.
2. Parking Space 18 (P-103) shall be legally transferred
to Unit 503.

This exchange has the approval of the owners of said Units
as signified below.

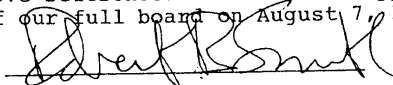
If the Board grants approval of this action, the owners will
take proper steps with the Recording Section and Recorder
of Conveyances for Multnomah County.

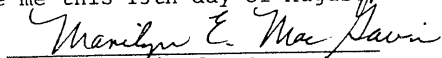
Any expenses incurred will be borne by the owners of said
condominiums.


Sherwood W. Bader
Owner, Unit #103
2141 NW Davis
Portland, OR 97210


Evelyn S. Cooper
Owner, Unit #503
2141 NW Davis
Portland, OR 97210

I, ROBERT B. SMITH, as President of 705 Davis Condominium Association,
do hereby certify that the above-referenced transfer was approved at a
regularly scheduled meeting of our full board on August 7, 1997.


Subscribed and sworn to before me this 15th day of August, 1997.


Marilyn E. Mac Gavin
Notary Public for Oregon
My Commission Expires: 5-8-2001



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



97124108 2:57pm 08/15/97

009 10004749 01 13
B30 1 0.00 5.00 3.00 20.00 0.00

AUG 15 1997