

IRVINGTON PLACE CONDOMINIUMS

A REPLAT OF LOTS 1, 2, 3, 6, 7, 8 AND A PORTION OF LOTS 4 AND 5, BLOCK 235, "HOLLADAY'S ADDITION", LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON.

CITY OF PORTLAND PLANNING FILE NO. LUR 96-00671-DZ-AD
SURVEYED MAY 18, 1998

ACCOUNT NO. 97-075

SHEET 1 OF 8
BOUNDARY AND BUILDING STRUCTURE

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

THERE ARE NO OCCUPABLE NATIONAL GEODETIC SURVEY MONUMENTS WITHIN PER MULTNOMAH COUNTY SURVEYOR.

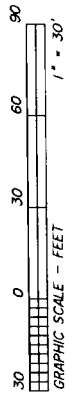
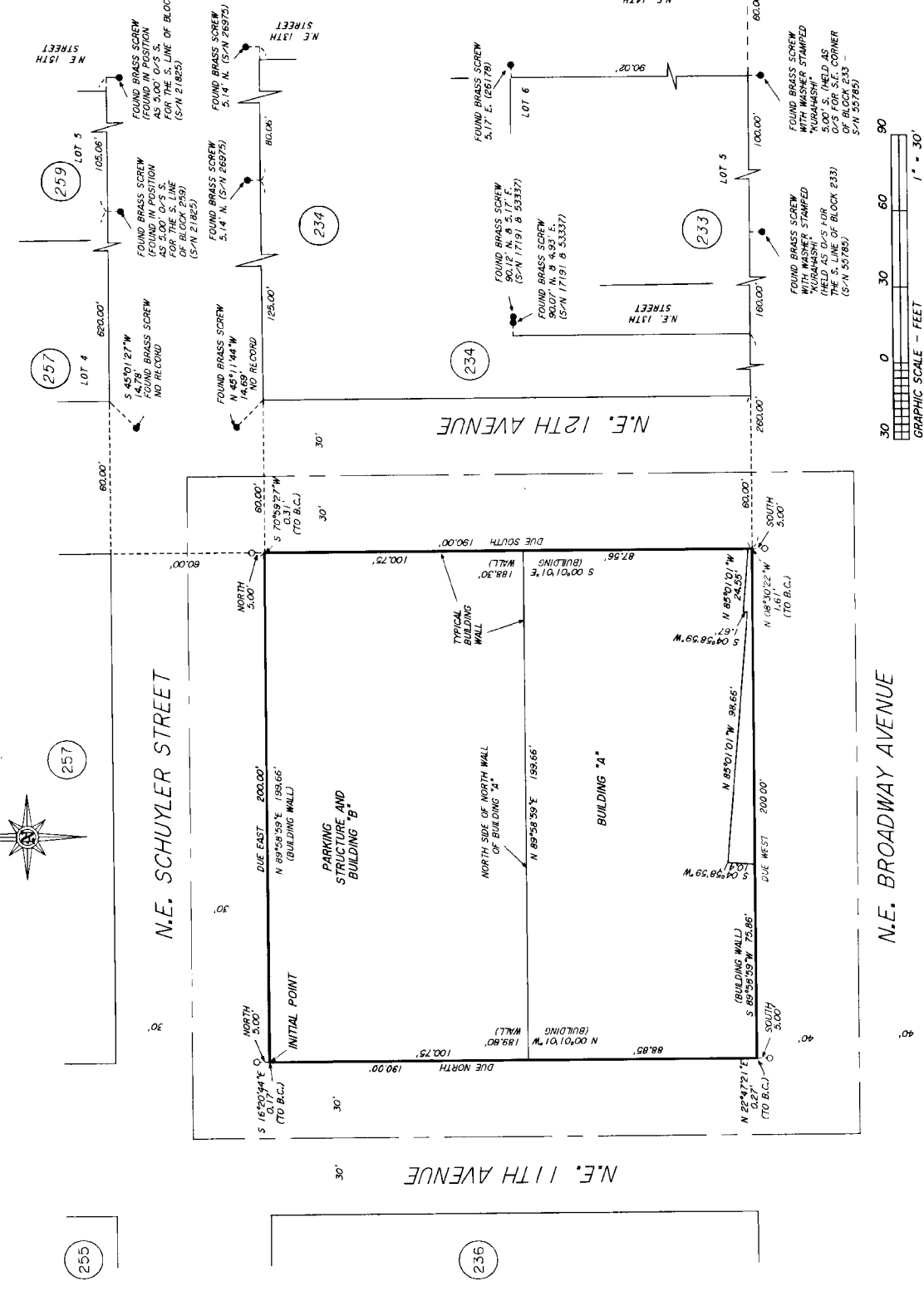
REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
DALE E. MARX
2196
EXPIRES: 12/31/98

SURVEYED BY: MARX ASSOCS.
18615 EAST BURNSIDE, PORTLAND OREGON, 97233
P. O. BOX 565, GRESHAM, OREGON, 97030
PHONE: (503) 667-5550 * FAX: (503) 666-8666
FILE NO. 97-0751 R65

L E G E N D

- FOUND 5/8" IRON ROD WITH NO CAP EXCEPT AS NOTED.
- SET BRASS SCREW WITH A BRASS WASHER STAMPED "MARX ASSOC." SET ON MARCH 23, 1998
- DENOTES OFFSET
- DENOTES MULTNOMAH COUNTY SURVEYOR'S OFFICE SURVEY NO.
- DENOTES BUILDING CORNER

PLAT INDEX
SHEET 1 - BOUNDARY MAP AND BUILDING STRUCTURE INDEX, APPROVALS, CERTIFICATE.
SHEET 2 - NARRATIVE, DECLARATION, CERTIFICATE OF COMPLETION.
SHEET 3 - GROUND FLOOR AND PARKING
SHEET 4 - BUILDING "B" UNITS 101-107 & PARKING
SHEET 5 - BUILDING "A" UNITS 101-107 (2ND FLOOR)
SHEET 6 - BUILDING "A" UNITS 201-216
SHEET 7 - BUILDING "A" UNITS 301-316 & 401-415
SHEET 8 - BUILDING "A" UNITS 501-516 STORAGE AND ATTIC



IRVINGTON PLACE CONDOMINIUMS

A REPLAT OF LOTS 1, 2, 3, 6, 7, 8 AND A PORTION OF LOTS 4 AND 5, BLOCK 235, "HOLLADAY'S ADDITION", LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON.

CITY OF PORTLAND PLANNING FILE NO. 96-00671-DZ-AD
SURVEYED MAY 18, 1998

ACCOUNT NO. 97-075

SHEET 2 OF 8
INDEX, APPROVALS,
CERTIFICATE, ETC.

CONDOMINIUM CERTIFICATION:
DALE E. MARX, REGISTERED PROFESSIONAL LAND SURVEYOR, DOES HEREBY CERTIFY THAT THE PLAT OF IRVINGTON PLACE CONDOMINIUMS FULLY AND ACCURATELY REPRESENTS THE SURVEYED AND DESCRIBED LOTS AND BUILDINGS, AS DEPICTED ON SAID PLAT, HAS BEEN COMPLETED.

DATED THIS 26th DAY OF June 1998.

Dale E. Marx

SURVEYOR'S NARRATIVE:

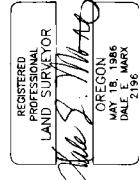
THE PURPOSE OF THIS SURVEY WAS TO MONUMENT THE BOUNDARY OF BLOCK 235, "HOLLADAY'S ADDITION" AS DESCRIBED BY DEED RECORDED AS DOCUMENT NO. 96-171497, MULTNOMAH COUNTY DEED RECORDS, AND DEFINE THE BOUNDARY OF THE ATTACHED CONDOMINIUM PLAT. I BEGAN MY SURVEY BY RUNNING A RANDOM BEARING AND DISTANCE TO THE NORTH LINE OF N.E. BROADWAY STREET AS SHOWN ON THE STREETS AND ALLEYS BEING 5.00' OFF-SET FROM THE NORTH LINE OF N.E. BROADWAY STREET AS SHOWN ON THE STREETS AND ALLEYS. I THEN PROJECTED THE PLAT DISTANCES WEST TO ESTABLISH THE BOUNDARIES OF BLOCK 235 AS SHOWN. I THEN PROJECTED THE PLAT DISTANCES WEST TO ESTABLISH THE BOUNDARIES OF BLOCK 235 AS SHOWN FROM THESE MONUMENTS.

ALL HORIZONTAL AND VERTICAL ANGLES AND DISTANCES WERE MEASURED WITH A SOKKIA SET 5E TOTAL STATION AND RECORDED ON A SOKKIA SDR 3.5 DATA COLLECTOR.

THE BASIS OF BEARINGS IS THE 5.00' OFFSET OF THE SOUTH LINE OF BLOCK 233 PER P.S. 55785.

REFERENCES:

SURVEY'S SUBDIVISION OF "HOLLADAY'S ADDITION", S.N. 55785.



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

THERE ARE NO OCCUPIABLE NATIONAL GEODETIC SURVEY MONUMENTS WITHIN ONE-HALF MILE OF THIS PLAT PER MULTNOMAH COUNTY SURVEYOR.

SURVEYOR'S CERTIFICATE:

I, DALE E. MARX, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS AND REFERENCE POINTS THE BOUNDARIES OF IRVINGTON PLACE CONDOMINIUMS, A REPLAT OF LOTS 1, 2, 3, 6, 7, 8 AND A PORTION OF LOTS 4 AND 5, BLOCK 235, "HOLLADAY'S ADDITION", LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INITIAL POINT, BEING THE NORTHWEST CORNER OF SAID BLOCK 235 AND BEING REFERENCED BY A BRASS SCREW WITH 3/4" DIAMETER BRASS WASHER STAMPED "MARX ASSOC." THAT BEARS NORTH A DISTANCE OF 5.00 FEET; THENCE EAST ALONG THE NORTH LINE OF SAID BLOCK 235 A DISTANCE OF 190.00 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 235 A DISTANCE OF 190.00 FEET TO A POINT IN THE NORTH LINE OF N.E. BROADWAY STREET; THENCE WEST, ALONG SAID NORTH LINE A DISTANCE OF 200.00 FEET TO A POINT IN THE WEST LINE OF SAID BLOCK 235; THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 200.00 FEET TO THE ABOVE REFERENCED INITIAL POINT.

PLAT NOTES:

- 1. ALL WALLS ARE PERPENDICULAR TO ADJACENT WALLS UNLESS NOTED OTHERWISE.
- 2. THE ENTIRE SITE IS SUBJECT TO AN EASEMENT TO KBL CABLESYSTEMS OF THE SOUTHWEST D/R/A PARAGON CABLE FOR CABLE TELEVISION INSTALLATION AND SERVICE PER FEE NO. 97-053312, MULTNOMAH CO. RECORDER'S OFFICE.

SURVEYED BY:

MARX ASSOC'S.

18615 EAST BURNSIDE, PORTLAND OREGON, 97233
P.O. BOX 565, GRESHAM, OREGON, 97030
PHONE: (503) 667-5550 * FAX: (503) 666-8666
FILE NO. 97-047 02 R.C.S.

APPROVED THIS 16th DAY OF June 1998
CITY OF PORTLAND BUREAU OF BUILDINGS

BY *Margaret M. Mackay*
MULTNOMAH COUNTY SURVEYOR

APPROVED June 30, 1998
Robert A. Hand

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY ORS 100.110 HAVE BEEN PAID AS OF June 30, 1998

DIVISION OF ASSESSMENT AND TAXATION

BY *Robert A. Hand*
DEPUTY CLERK

STATE OF OREGON } SS
COUNTY OF MULTNOMAH }

I DO HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM PLAT WAS RECEIVED FOR RECORD AND RECORDED June 30, 1998
AT 9:57 AM IN BOOK 1238, ON PAGE 5 99-106

COUNTY RECORDING OFFICE
BY *Candace Stinch*
DEPUTY
DOCUMENT NO. 98-114550

DECLARATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT IRVINGTON PLACE LLC, AN OREGON LIMITED LIABILITY COMPANY, DOES HEREBY MAKE ESTABLISH AND DECLARE THE ANNEXED MAP OF IRVINGTON PLACE CONDOMINIUMS TO BE A TRUE AND CORRECT MAP OF THE LANDS OWNED BY IT AND TO BE THE SAME AS SHOWN ON SAID MAP. I, DALE E. MARX, REGISTERED PROFESSIONAL SURVEYOR'S CERTIFICATE, AND THE PROPERTY AND IMPROVEMENTS DESCRIBED AND AFFECTED ON THE SAID CONDOMINIUM PLAT ARE SUBJECT TO THE PROVISIONS OF O.R.S. 100.005 TO 100.025

R. Barry Menashe
R. BARRY MENASHE, PRESIDENT OF BARRY MENASHE INC., MANAGER OF IRVINGTON PLACE, L.L.C.

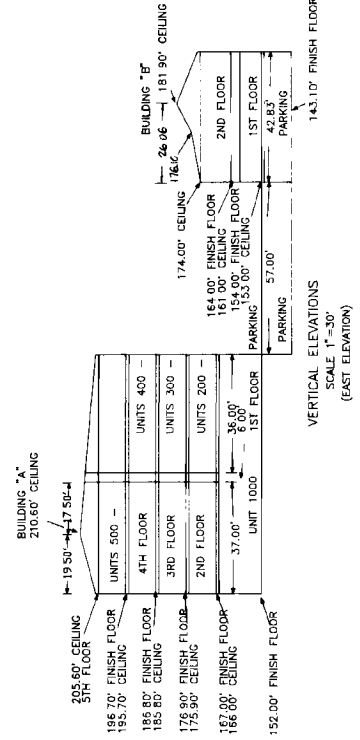
ACKNOWLEDGMENT:

STATE OF OREGON) SS
COUNTY OF MULTNOMAH)
KNOW ALL PERSONS BY THESE PRESENTS, ON THE 17th DAY OF JUNE 1998, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED R. BARRY MENASHE, WHO BEING DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF BARRY MENASHE INC., MANAGER OF IRVINGTON PLACE LLC, AN OREGON LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING INSTRUMENT WAS EXECUTED FREELY AND VOLUNTARILY ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

Frank W. Jordan
NOTARY PUBLIC FOR THE STATE OF OREGON
MY COMMISSION EXPIRES, J 31 9, 2000



NOTE:
ELEVATION DATUM IS BASED UPON CITY OF PORTLAND BENCH MARK NO. 1829, LOCATED ON TOP OF CURB AT THE SW CORNER OF THE INTERSECTION OF N.E. 14TH AVENUE AND N.E. SCHUYLER STREET. ELEVATION = 150.128'



VERTICAL ELEVATIONS
SCALE 1"=30'
(EAST ELEVATION)

IRVINGTON PLACE CONDOMINIUMS

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 CITY OF PORTLAND PLANNING FILE NO. LUR 96-00671-02-40
 SURVEYED APRIL 23, 1998
 ACCOUNT NO. 97-075

SHEET 3 OF 8
GROUND LEVEL AND PARKING

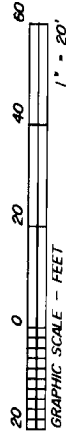
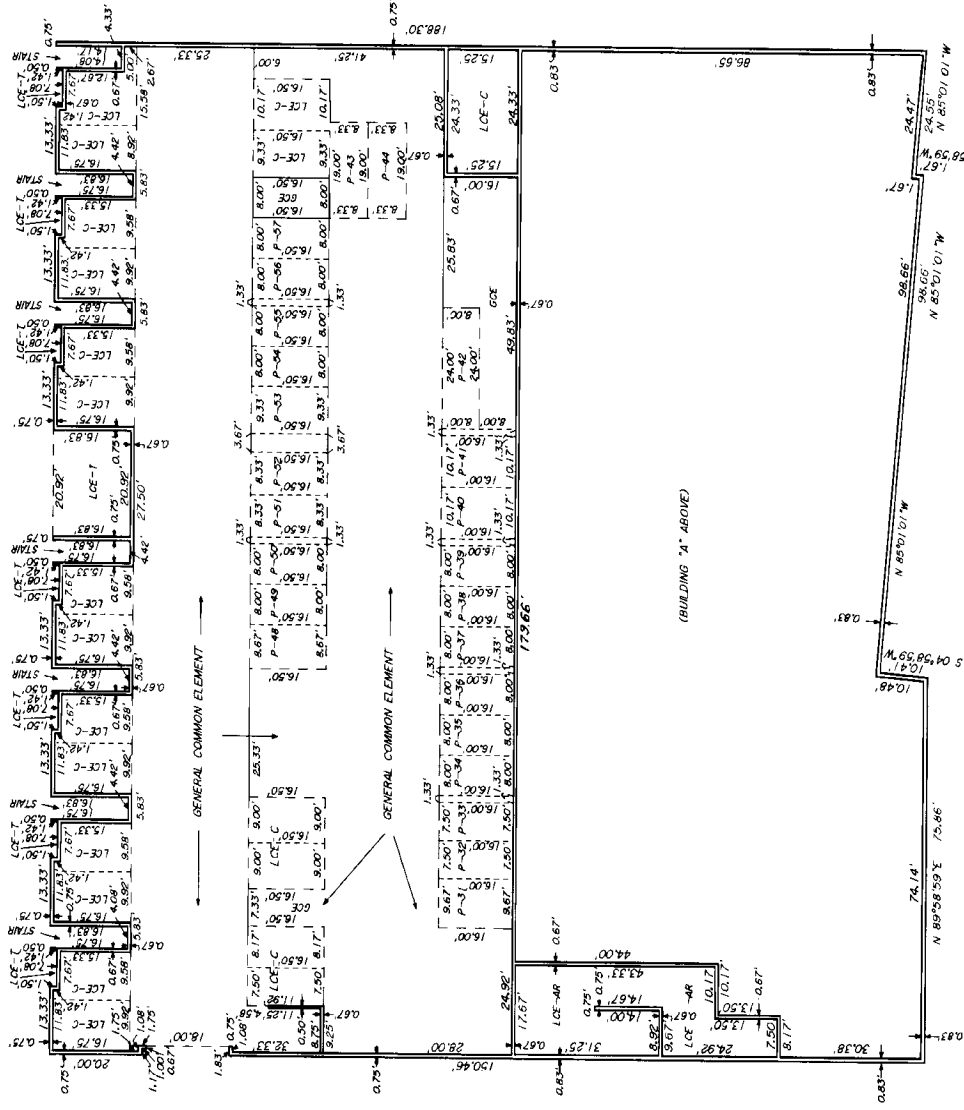


EXPIRES 12/31/98
 I CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL CONDOMINIUM PLAT
 THERE ARE NO OCCUPYABLE NATIONAL GEODETIC SURVEY MONUMENTS WITHIN ONE-HALF MILE OF THIS PLAT PER MULTNOMAH COUNTY SURVEYOR.

IRVINGTON PLACE CONDOMINIUM PLAT LEGEND

- LCE - L.C.E. UNIT, LIMITED COMMON ELEMENT ASSIGNED IN DECLARATION TO COMMERCIAL UNIT, BUILDING A RESIDENTIAL UNITS OR TOWNHOUSE UNITS.
- P - LIMITED COMMON ELEMENT PARKING SPACE
- S - LIMITED COMMON ELEMENT STORAGE
- DECK - LIMITED COMMON ELEMENT DECK FOR ADJOINING UNIT
- STAIR - LIMITED COMMON ELEMENT STAIRWAY FOR UNIT ABOVE
- ATTIC - LIMITED COMMON ELEMENT ATTIC FOR UNIT BELOW
- GOE - GENERAL COMMON ELEMENT

NOTE: THICKNESS OF THE NORTH 20' (APPROXIMATE) WALLS AND STAIRS ARE TYPICALLY 0.75' UNLESS NOTED OTHERWISE.



SURVEYED BY:
MARX ASSOCS.

18615 EAST BURNS IDE, PORTLAND OREGON, 97233
 P.O. BOX 565, GRESHAM, OREGON, 97030
 PHONE: (503) 667-5550 * FAX: (503) 666-8666
 97-047C3 R.G.S.

IRVINGTON PLACE CONDOMINIUMS

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 CITY OF PORTLAND PLANNING FILE NO. LUR 96-00671-DZ-AD
 SURVEYED MAY 18, 1998
 ACCOUNT NO. 97-075

SHEET 4 OF 8
 BUILDING "A" & "B" 1ST FLOOR AND PARKING
 UNITS 101-107

REGISTERED PROFESSIONAL LAND SURVEYOR
 MARY S. MARX
 OREGON
 MAY 18, 1986
 DUL. 5158
 EXPIRES: 12/31/98

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

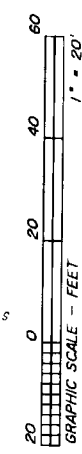
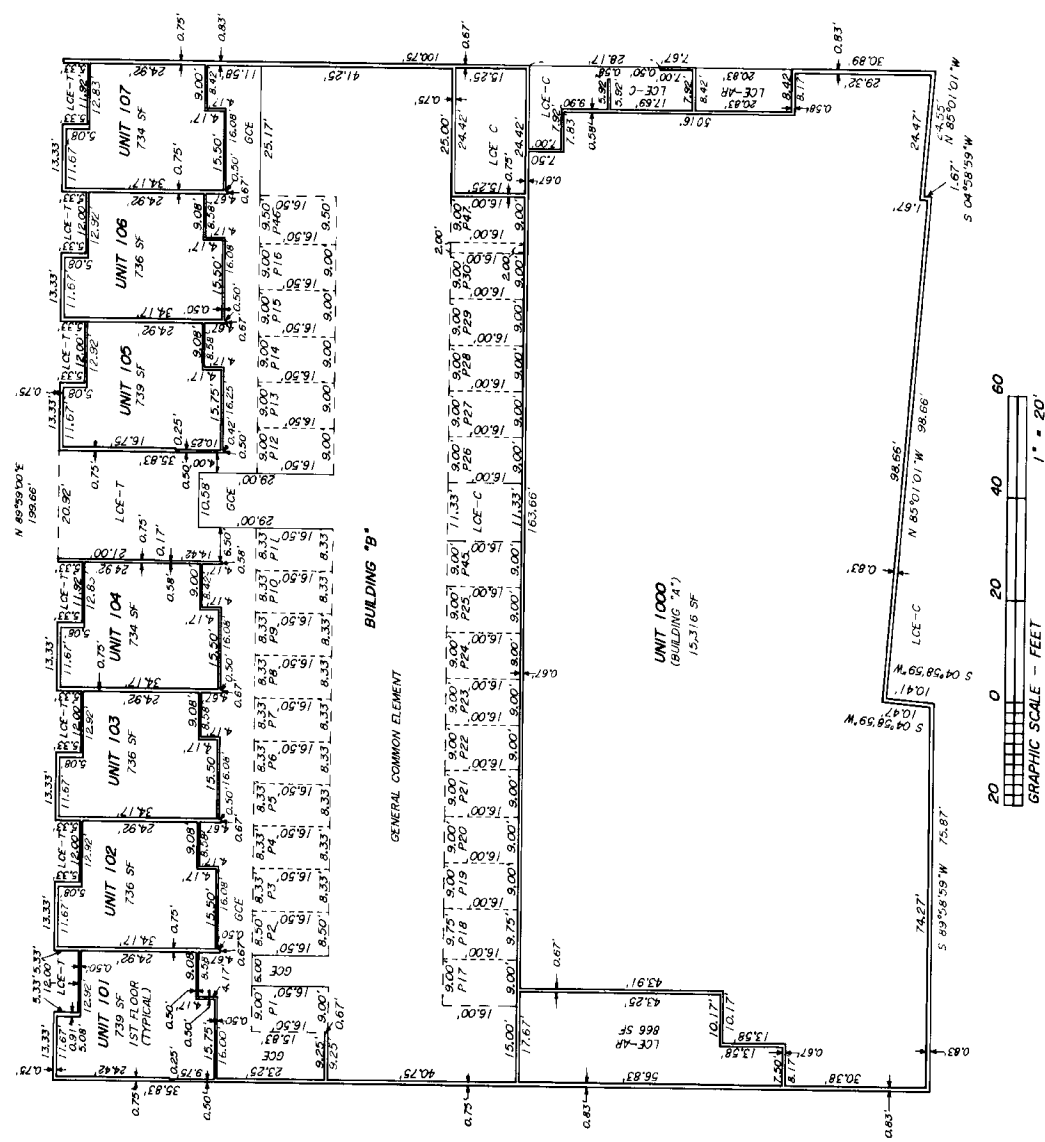
THERE ARE NO OCCUPIABLE NATIONAL GEODETIC SURVEY MONUMENTS WITHIN 660 FEET OF THIS PLAT PER M.L.T. THOMAS COUNTY SURVEYOR.

- IRVINGTON PLACE CONDOMINIUM PLAT LEGEND**
- LOE - C, AR & T LIMITED COMMON ELEMENT ASSIGNED TO COMMERCIAL UNIT, BUILDING A RESIDENTIAL UNITS OR TOWNHOUSE UNITS.
 - P LIMITED COMMON ELEMENT PARKING SPACE
 - S LIMITED COMMON ELEMENT STORAGE SPACE
 - DECK LIMITED COMMON ELEMENT DECK FOR ADJOINING UNIT
 - STAIR LIMITED COMMON ELEMENT STAIRWAY FOR UNIT ABOVE
 - ATTIC LIMITED COMMON ELEMENT ATTIC FOR UNIT BELOW
 - GCE GENERAL COMMON ELEMENT
 - SF SQUARE FOOTAGE

SURVEYED BY:
MARX ASSOCS.

18615 EAST BURNS IDE, PORTLAND OREGON, 97233
 P. O. BOX 565, GRESHAM, OREGON, 97030
 PHONE: (503) 667-5550 * FAX: (503) 666-8666
 FILE NO. 97-047 C4 R.G.S.

NOTE:
 WALL THICKNESS DIMENSIONS SHOWN AROUND UNIT 101 UNLESS NOTED OTHERWISE.



IRVINGTON PLACE CONDOMINIUMS

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OF LOTS 4 AND 5 OF BLOCK 235, "HOLLADAY'S ADDITION",
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TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON.

SHEET 5 OF 8
BUILDING "B" - 2ND FLOOR
UNITS 101 - 107 / BUILDING "B"

CITY OF PORTLAND PLANNING FILE NO. LUR 96-00671-DZ-AD
SURVEYED MAY 18, 1998
ACCOUNT NO. 97-075

THERE ARE NO OCCUPIABLE NATIONAL
GEODETIC SURVEY MONUMENTS WITH-
IN ONE-HALF MILE OF THIS PLAT
PER MULTNOMAH COUNTY SURVEYOR.

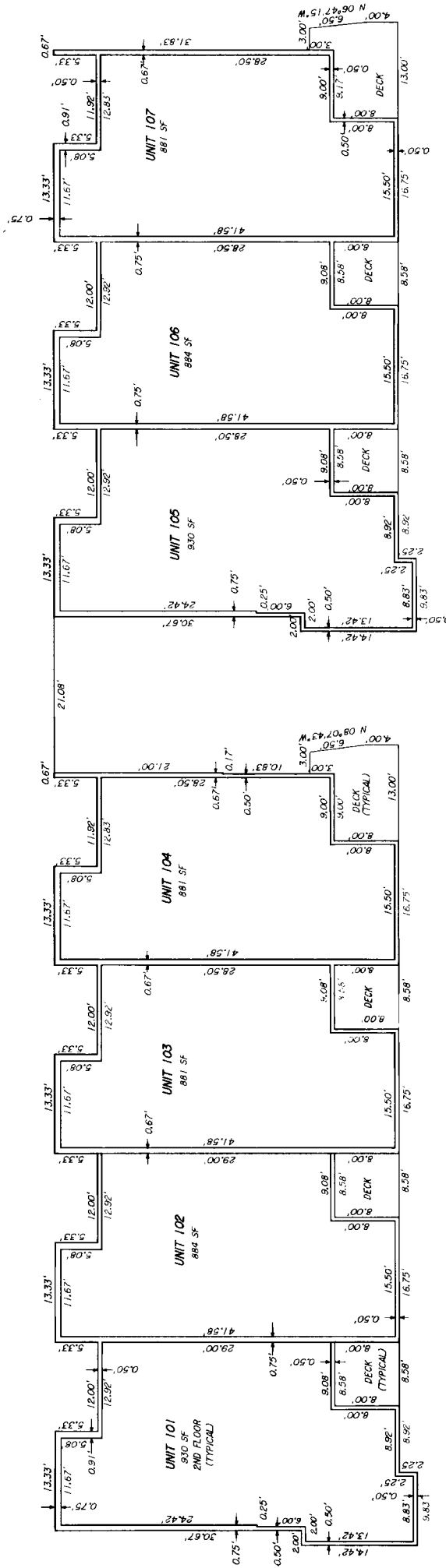
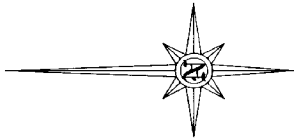
I CERTIFY THAT THIS
IS AN EXACT COPY OF THE
ORIGINAL CONDOMINIUM PLAT

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Dale E. Marx
OREGON
MAY 15, 1998
DALE E. MARX
2196
EXPIRES: 12/31/98

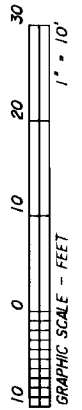
IRVINGTON PLACE CONDOMINIUM PLAT LEGEND

- LCE - C, AP, B, T LIMITED COMMON ELEMENT
- ASSIGNED IN DECLARATION TO COMMERCIAL UNIT,
BUILDING A RESIDENTIAL UNITS OR TOWNHOUSE UNITS.
- P_L LIMITED COMMON ELEMENT PARKING SPACE
- S_L LIMITED COMMON ELEMENT STORAGE SPACE
- DECK LIMITED COMMON ELEMENT DECK FOR
ADJOINING UNIT
- STAIR LIMITED COMMON ELEMENT STAIRWAY FOR
UNIT ABOVE
- ATTIC LIMITED COMMON ELEMENT ATTIC FOR UNIT
BELOW
- GCE GENERAL COMMON ELEMENT
- SF SQUARE FOOTAGE

NOTE:
WALL THICKNESS DIMENSIONS SHOWN
AROUND UNIT 101 ARE TYPICAL FOR
UNITS 101 - 107 UNLESS SHOWN OTHERWISE.



BUILDING "B"



SURVEYED BY:

**MARX
ASSOC.**

18615 EAST BURNSIDE, PORTLAND OREGON, 97233
P. O. BOX 565, GRESHAM, OREGON, 97030
PHONE: (503) 667-5550 * FAX: (503) 666-8666
FILE NO. 97-047 C5 R.G.S.

IRVINGTON PLACE CONDOMINIUMS

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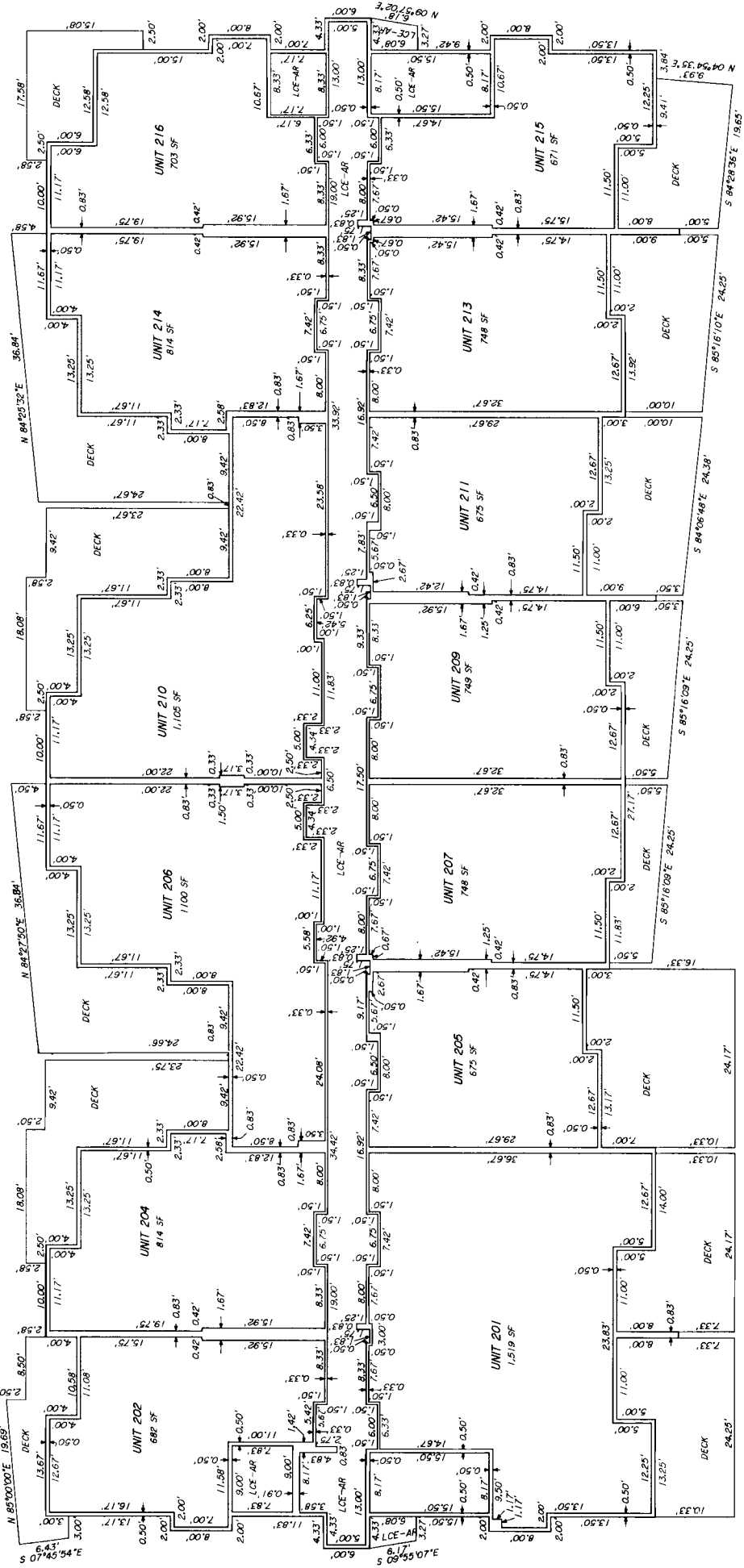
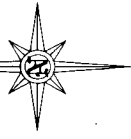
ACCOUNT NO. 97-075
 SHEET 6 OF 8
 UNITS 202 - 216 / BUILDING "A"

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

REGISTERED PROFESSIONAL LAND SURVEYOR
 DALE E. MARX
 MAY 11, 1988
 2138
 EXPIRES 12/31/98

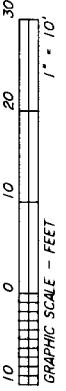
OREGON GEOLOGICAL SURVEY MONUMENTS WITH PER MULTNOMAH COUNTY SURVEYOR.

- IRVINGTON PLACE CONDOMINIUM PLAT LEGEND**
- LCE - CAR B T LIMITED COMMON ELEMENT ASSIGNED IN DECLARATION TO COMMERCIAL UNIT, BUILDING A RESIDENTIAL UNITS OR TOWNHOUSE UNITS.
 - P. LIMITED COMMON ELEMENT PARKING SPACE
 - S. LIMITED COMMON ELEMENT STORAGE SPACE
 - DECK LIMITED COMMON ELEMENT DECK FOR ADDJONING UNIT
 - STAIR LIMITED COMMON ELEMENT STAIRWAY FOR UNIT ABOVE
 - ATTIC LIMITED COMMON ELEMENT ATTIC FOR UNIT BELOW
 - GCE GENERAL COMMON ELEMENT
 - SF SQUARE FOOTAGE



SURVEYED BY:
MARX ASSOC'S.

18615 EAST BURNSIDE, PORTLAND OREGON, 97233
 P. O. BOX 265, GRESHAM, OREGON, 97030
 PHONE: (503) 667-5550 * FAX: (503) 666-6666
 FILE NO. 97-075 R.G.S.



IRVINGTON PLACE CONDOMINIUMS

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TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON.
CITY OF PORTLAND PLANNING FILE NO. LUR 96-00671-02-AD

SHEET 7 OF 8
UNITS 301 - 316 AND 401 - 416
BUILDING "A"
3RD AND 4TH FLOORS

SURVEYED MAY 18, 1998
ACCOUNT NO. 97-075

- IRVINGTON PLACE CONDOMINIUM PLAT LEGEND**
- LCE - C, AP & T LIMITED COMMON ELEMENT ASSIGNED IN DECLARATION TO COMMERCIAL UNIT, BUILDING & RESIDENTIAL UNITS OR TOWNHOUSE UNITS.
 - P LIMITED COMMON ELEMENT PARKING SPACE
 - S LIMITED COMMON ELEMENT STORAGE SPACE
 - DECK LIMITED COMMON ELEMENT DECK FOR ADJOINING UNIT
 - STAIR LIMITED COMMON ELEMENT STAIRWAY FOR UNIT ABOVE
 - 417C LIMITED COMMON ELEMENT ATTIC FOR UNIT BELOW
 - GCE GENERAL COMMON ELEMENT
 - SF SQUARE FOOTAGE

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Allen S. Mates
OREGON
MAY 18, 1986
DALLAS 2158

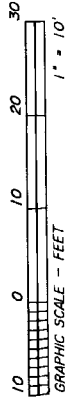
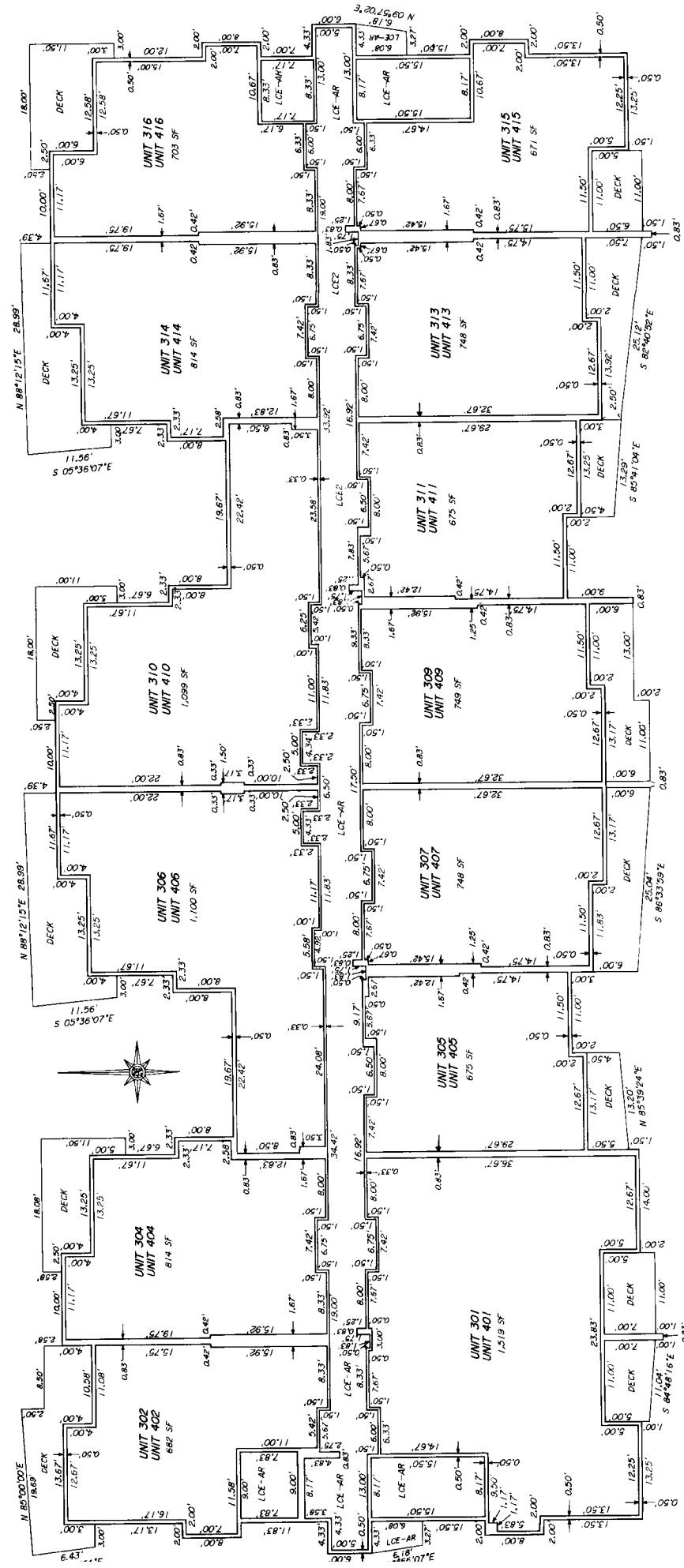
EXPIRES 12/31/98

THERE ARE NO OCCUPYABLE NATIONAL
GEODETIC SURVEY MONUMENTS WITHIN
ONE-HALF MILE OF THIS SURVEY.
PER ME THROUGH COUNTY SURVEYOR.

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

MARX ASSOC.
18615 EAST BURNS OF BURNETT AVE. OREGON, 97233
PHOENIX: (503) 667-3990 * FAX: (503) 666-8666
FILE NO. 97-047C6 R.G.S.

BUILDING "A"



IRVINGTON PLACE CONDOMINIUMS

A REPLAT OF 1, 2, 3, 6, 7, 8, AND A PORTION
OF LOTS 4 AND 5 OF BLOCK 235, "HOLLADAY'S ADDITION",
LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 26,
TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON.
CITY OF PORTLAND PLANNING FILE NO. LUP 98-00071-DE-AD
SURVEYED MAY 18, 1998
ACCOUNT NO. 97-075

SHEET 8 OF 8
UNITS 502-516,
STORAGE AND ATTICS
5TH FLOOR

REGISTERED
PROFESSIONAL
LAND SURVEYOR
DALE E. MARX
MAY 18, 1986
EXPIRES 12/31/98

THERE ARE NO OCCUPIABLE NATIONAL
MONUMENTS WITHIN THE SURVEYED AREA.
PER MULTNOMAH COUNTY SURVEYOR.

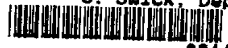
STORAGE SPACE SIZES

S31 THRU S34	3.00' X 6.00' N
S35 THRU S37	2.50' X 3.50' N
S38 THRU S44	2.50' X 4.00' N
S45	3.00' X 9.00' N
S46	3.00' X 9.00' N
S47	2.50' X 9.00' N
S48	2.50' X 8.00' N
S49	2.50' X 8.00' N
S50	2.50' X 8.00' N
S51	3.00' X 2.00' N
S52	2.50' X 8.33' N
S53 THRU S54	2.50' X 4.00' N
S55	3.00' X 3.50' N
S56 THRU S57	2.50' X 4.00' N
S58 THRU S59	3.00' X 9.00' N
S60	3.00' X 9.00' N
S61	2.50' X 9.00' N
S62	2.50' X 8.00' N
S63	2.50' X 8.00' N
S64 THRU S65	3.00' X 9.00' N
S66	2.50' X 4.00' N
S67 THRU S68	2.50' X 4.00' N
S69	3.00' X 3.50' N
S70 THRU S71	2.50' X 4.00' N
S72 THRU S73	2.50' X 4.00' N
S74 THRU S75	2.50' X 4.00' N
S76 THRU S77	2.50' X 4.00' N
S78 THRU S79	2.50' X 4.00' N
S80 THRU S81	2.50' X 4.00' N
S82 THRU S83	2.50' X 4.00' N
S84 THRU S85	2.50' X 4.00' N
S86 THRU S87	2.50' X 4.00' N
S88 THRU S89	2.50' X 4.00' N
S90 THRU S91	2.50' X 4.00' N
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AFTER RECORDING, RETURN TO:

Howard M. Feuerstein
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2300
Portland, Oregon 97204

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



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OREGON TITLE INS. CO. 19808F045

**DECLARATION SUBMITTING
IRVINGTON PLACE CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

IRVINGTON PLACE LLC

DECLARANT

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**DECLARATION SUBMITTING
IRVINGTON PLACE CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 1st day of May, 1998, by **IRVINGTON PLACE LLC**, an Oregon limited liability company ("**Declarant**").

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

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

ARTICLE 1.

DEFINITIONS

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

- 1.1 "**Association**" means the association of unit owners established pursuant to Article 14 below.
- 1.2 "**Building A**" means the five-story building located adjacent to NE Broadway Street.
- 1.3 "**Building A Residential Units**" means the Residential Units located in Building A, being Units 202 through 515.
- 1.4 "**Building A Units**" means all units within Building A, being the Commercial Unit and the Building A Residential Units.
- 1.5 "**Bylaws**" means the Bylaws of the Association of Unit Owners of Irvington Place Condominiums adopted pursuant to Section 14.4 below as the same may be amended from time to time.
- 1.6 "**Commercial Unit**" means Unit 1000, located on Level 1 of Building A.
- 1.7 "**Condominium**" means all of that property submitted to the condominium form of ownership by this Declaration.

1.8 "**Declarant**" means Irvington Place LLC, an Oregon limited liability company, and its successors and assigns.

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

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

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

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

1.13 "**Plat**" means the plat of Irvington Place Condominiums recorded simultaneously with the recording of this Declaration.

1.14 "**Residential Units**" means all of the units except the Commercial Unit, being Units 101 through 515.

1.15 "**Townhouse Units**" means the units located in the two townhouse buildings located adjacent to NE Schuyler Street, being Units 101 through 107.

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

ARTICLE 2.

SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

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

ARTICLE 3.

NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "Irvington Place Condominiums."

ARTICLE 4.

UNITS

4.1 **General Description of Buildings.** The Condominium contains three buildings. Building A contains five stories, with partial basement. The two townhouse buildings contain two stories with basement parking level. The buildings are of wood frame construction with brick and stucco siding and composition roofs.

4.2 **General Description, Location and Designation of Units.** The Condominium consists of a total of 54 units, including 53 Residential Units and one Commercial Unit. There are 47 Building A Units and seven Townhouse Units. The dimensions, designation and location of each unit are shown in the Plat, which is made a part of this Declaration as if fully set forth herein. The approximate area of each unit is shown on the attached **Exhibit B**.

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

ARTICLE 5.

GENERAL COMMON ELEMENTS

The general common elements consist of the following:

5.1 The Ground Level and Level 1 parking structure and driveways, except the parking spaces and other areas shown on the Plat which are designated as limited common elements by Article 6 below.

5.2 Unassigned storage spaces and closets, landscaping adjacent to sidewalks.

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

ARTICLE 6.

LIMITED COMMON ELEMENTS

The following shall constitute limited common elements, the use of which shall be restricted to the units to which they pertain:

6.1 Pertaining to Specific Units. The following shall be limited common elements pertaining to the specific units indicated:

(a) All decks, each of which shall pertain to the unit which it adjoins as shown on the Plat, except decks marked LCE-AR on the Plat.

(b) Parking spaces within the parking structure marked P1 through P60 as shown on the Plat, each of which shall pertain to the unit indicated in the attached Exhibit C; 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 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 recording of such amendment in the Records of Multnomah County, Oregon. No transfer, however, shall be such as to leave any unit without at least one parking space assigned to as a limited common element.

(c) The storage spaces on Level 5 of Building A marked S1 through S52 on the Plat, each of which shall pertain to the unit indicated in the attached Exhibit C.

(d) Stairways leading to individual Townhouse Units, each of which shall pertain to the unit which it adjoins. Stairways serving more than one unit shall pertain to each unit equally.

(e) Attic spaces, each of which shall pertain to the unit below the space.

6.2 Pertaining to the Commercial Unit. The following shall be limited common elements pertaining to the Commercial Unit:

- (a) The areas marked LCE-C on the Plat.
- (b) The awnings on the south side of Building A.
- (c) Any other portion of the Condominium serving only the Commercial Unit.

6.3 **Pertaining to the Building A Units.** The following shall be limited common elements pertaining to the Building A Units based upon the relative square footage of each such unit as indicated in the attached **Exhibit B:**

- (a) The roof, foundation, exterior walls, bearing walls, beams, columns and girders of Building A to the interior surfaces thereof.
- (b) Floors and ceilings of Building A levels.
- (c) Any other portion of the Condominium serving both the Commercial Unit and the Building A Residential Units.

6.4 **Pertaining to the Building A Residential Units.** The following shall be limited common elements pertaining to the Building A Residential Units based upon the relative square footage of each such unit as indicated in the attached **Exhibit B:**

- (a) The areas marked LCE-AR on the Plat.
- (b) Perimeter walls of Building A Residential Units, except exterior and bearing walls.
- (c) Any other portion of Building A serving only the Residential Units.

6.5 **Pertaining to the Townhouse Units.** The following shall be limited common elements pertaining to the Townhouse Units based upon the relative square footage of each such unit as shown on the attached **Exhibit B:**

- (a) The area marked LCE-T on the Plat.
- (b) The roofs, foundations, bearing walls, perimeter walls, beams, columns and girders of the buildings housing the Townhouse Units.
- (c) Any other portion of the Condominium serving only Townhouse Units.

ARTICLE 7.

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each unit will be entitled to an undivided ownership interest in the common elements determined by the ratio by which the approximate area of the particular unit bears to the total approximate area of all units combined, as shown on the attached **Exhibit B**. If the Commercial Unit is ever divided or subdivided pursuant to Article 15, the percentage ownership interest in the common elements of such unit shall be allocated among the divided or subdivided units in the proportion by which the square footage in the individual unit bears to the total square footage of the original unit. If the boundaries between two units are relocated or eliminated as provided in Article 15, the percentage interest of such units shall be reallocated on a square footage basis, or combined in the case of consolidation of the units. Each unit's interest in the common elements shall be inseparable from the unit and any conveyance, encumbrance, judicial sale, or other transfer, voluntary or involuntary, of an undivided interest in the common elements shall be void unless the unit to which that interest is allocated is also transferred.

ARTICLE 8.

COMMON PROFITS AND EXPENSES; VOTING

8.1 Allocation of Common Profits and Expenses. The common profits and common expenses of the Condominium shall be allocated to the owner of each unit according to the allocation of undivided interest of such unit in the common elements, except that the costs of operating, maintaining, repairing and replacing the limited common elements shall be allocated to the units having the right to use the limited common elements in the proportions to which the limited common elements pertain to such units. The costs of use, operation, maintenance, repair and replacement of any heating, ventilating, air conditioning service or any other service, facility or utility serving only a specific unit, the Commercial Unit, the Building A Units, the Building A Residential Units or the Townhouse Units shall be allocated to the unit or units served, based upon the relative square footage of the units served if more than one unit. Except upon termination of the Condominium or as otherwise provided in the Bylaws with respect to damage, destruction or condemnation, any such common profits shall be used solely for the purpose of maintaining, repairing and replacing the common elements or for other expenses or reserves of the Association.

8.2 Allocation of Voting Rights. Each unit owner shall be entitled to a vote in the affairs of the Association of unit owners equal to his allocation of undivided interest in the common elements for each unit owned by him; provided, however, that the Building A Residential Unit owners shall be entitled to elect three members of the permanent board of directors based upon one vote for each unit owned, the Townhouse Unit owners shall be entitled to elect one such director based upon one vote for each unit owned and the Commercial Unit owner shall be entitled to appoint or elect one such director. The method of voting shall be as specified in the Bylaws.

ARTICLE 9.

SERVICE OF PROCESS

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

ARTICLE 10.

USE OF PROPERTY

Each Residential Unit is to be used for residential purposes as described in the Bylaws. The Commercial Unit shall be used for those commercial purposes described in the Bylaws. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each unit owner shall be bound by each of such documents.

ARTICLE 11.

MAINTENANCE OF COMMON ELEMENTS

11.1 **Responsibility for Maintenance.** The necessary work to maintain, repair or replace the common elements shall be the responsibility of the board of directors of the Association and shall be carried out as provided in the Bylaws.

11.2 **Mortgagee's Rights upon Failure to Maintain.** If the mortgagee of any unit determines that the board of directors is not providing an adequate maintenance, repair and replacement program for the common elements, such mortgagee, at its option, may give a notice to the board of directors by delivering same to the registered agent, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the mortgagee, upon written notice to the registered agent that it is exercising its proxy rights, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a mortgage on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.

11.3 **Rights of City Upon Failure to Maintain.** The provisions of this Declaration and of the Bylaws regarding the maintenance, repair and replacement of the common elements shall be deemed to be for the benefit of the City of Portland, as well as the unit owners, and the City may enforce such provisions by appropriate proceedings at law or in equity. Without limitation to the foregoing, the City may deliver a written notice to the board of directors by delivering the same to the registered agent, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within

30 days after receipt of the notice, or, if such correction cannot reasonably be completed within such time, the Association fails within such time to commence and pursue the correction with reasonable diligence, then the City may take necessary curative action. In such event, the cost of correction by the City shall constitute a lien against each unit and its interest in the common elements based upon such unit's share of the common expenses as provided in this Declaration.

11.4 **Rights of Owners Upon Failure to Maintain.** If the owners of the units to which a limited common element pertains reasonably determine by majority vote (based upon relative square footage) that the board of directors is not providing adequate maintenance, repair and replacement of the limited common element pertaining to such units, then the owners of such units may, at their option and upon written notice to the board of directors, make their own arrangements for such maintenance, repair, replacement and services at their own expense.

ARTICLE 12.

EASEMENTS

12.1 **In General.** Each unit has an easement in and through each other unit and the common elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each unit and all the common elements are specifically subject to easements as required for the electrical wiring and plumbing for each unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common elements reserved by law. Each unit owner has an unrestricted right of ingress and egress to his or her unit. This right is perpetual and passes with the ownership of the unit.

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

12.3 **Granting of Easements by Association.** The Association, upon prior approval of 75 percent of the voting power of the unit owners, may execute, acknowledge, deliver and record on behalf of the unit owners leases in excess of two years, easements, rights-of-way, licenses, and

similar interests affecting the common elements and consent to vacation of roadways within and adjacent to the Condominium. Any such instrument shall be executed by the chairman and secretary of the Association. No such interest may be granted with regard to a limited common element unless the owners and mortgagees of the units having the right to use such limited common element join in the instrument granting the interest.

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

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

12.6 **Emergency Access.** The Commercial Unit shall have an easement over the west stairs and lobby areas at the Ground Level and Level 1 for emergency access and exit purposes. In addition, all units shall have an easement over Townhouse limited common element LCE-T at the center of the north side of the parking structure for emergency access and exit purposes from the parking structure.

ARTICLE 13.

APPROVAL BY MORTGAGEES

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

(a) Any condemnation or casualty loss which affects a material portion of the Condominium or affects the unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by an owner of any unit on which it holds the mortgage.

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

(d) Any proposed action which would require consent of a specified percentage of eligible mortgage holders as required by this article.

13.2 Termination and Amendment to Documents.

(a) The approval of eligible holders holding mortgages on units which have at least 67 percent of the voting rights of units subject to eligible holder mortgages shall be required to terminate the legal status of the project as a condominium for reasons other than substantial destruction or condemnation of the property.

(b) Except when a greater percent is required by the Declaration or Bylaws, or a greater or lesser percent is required by the Oregon Condominium Act, the consent of the owners of units holding at least 67 percent of the voting rights and the approval of eligible holders holding mortgages on units which have at least 51 percent of the voting rights of the units subject to eligible holder mortgages shall be required for any amendments of a material nature to the Declaration or Bylaws. Any amendment to the Declaration or Bylaws which changes any of the following shall constitute a material change:

- (1) Voting rights;
- (2) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or the priority of such liens;
- (3) Reduction in reserves for maintenance, repair and replacement of the common elements;
- (4) Responsibility for maintenance and repairs;
- (5) Reallocation of interests in the general or limited common elements, or rights to their use, except as otherwise provided in Section 6.1(b), 6.1(c), 6.1(d), 6.1(e) and Article 15;
- (6) The boundaries of any unit, except as otherwise provided in Article 15;
- (7) Convertibility of units into common elements or of common elements into units;

(8) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except as provided in Article 15;

(9) Hazard or fidelity insurance requirements;

(10) Imposition of any restrictions on the leasing of units;

(11) Imposition of any restriction on the right of a unit owner to sell or transfer his or her unit;

(12) A decision by the Association to establish self-management when professional management had been required previously by this Declaration, the Bylaws or an eligible mortgage holder;

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

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

(15) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

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

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

(a) Abandonment or termination of the Condominium regime.

(b) Except as provided in Article 15, any change in the pro rata interest or obligations of any individual unit for (a) purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each unit in the common elements.

(c) The partition or subdivision of any unit.

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

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

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

ARTICLE 14.

ASSOCIATION OF UNIT OWNERS

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

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

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

14.4 **Adoption of Bylaws, Declarant Control of Association.** Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association, which Bylaws are attached as Exhibit D. At the same time, Declarant will appoint an interim board of directors of the Association, which directors shall serve until their successors have been elected as provided in Section 3.4 of the Bylaws. In addition, Declarant shall have the right to consent to any amendment to the Declaration or the Bylaws as provided in Section 16.2 below and Section 9.2 of the Bylaws.

ARTICLE 15.

CHANGES TO UNITS

15.1 **Relocation or Elimination of Boundaries; Consolidation or Division of Units.** Subject to compliance with the provisions of this Article and the Oregon Condominium Act:

(a) The boundaries between adjoining units may be relocated, or may be eliminated so as to consolidate two or more such units into one unit; and

(b) The Commercial Unit may be divided or subdivided by an owner, including Declarant, into a total of not more than five Commercial Units.

15.2 **Proposed Amendment.** The owner or owners of the units to be changed as provided in Section 15.1 above shall submit to the board of directors of the Association a proposed amendment which shall (a) state the purposes of the amendment, (b) identify the units involved, (c) assign an identifying number to any new unit created, (d) reallocate the interest in the common elements and the use of any limited common elements, voting rights, common expense liability and the right to common profits on the basis of the relative square footage of the units, (e) indicate the means of access for each unit to common elements in the case of division of units or conversion of units to common elements, (f) include words of conveyance in the case of a relocation or elimination of boundaries and (g) include any additional provisions necessary to conform to any other provisions of this Declaration or the Bylaws.

15.3 **Approval of Board of Directors.** The board of directors shall approve the proposed amendment unless the board determines within 45 days that the amendment is inconsistent with this Declaration or the Bylaws, or the change will impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium.

15.4 **Opinion of Engineer; Supervision.** The board of directors may require the owner or owners of the units to be changed to submit an opinion of a registered professional engineer as to whether or not the proposed change will impair the structural integrity or mechanical systems of the Condominium or weaken support of any portion of the Condominium. The board of directors or any agent appointed by the board may supervise the work necessary to effect the change. Any expenses incurred under this section shall be charged to the owners requesting the change.

15.5 **Execution and Recording of Amendment and Plat.** The amendment shall be executed by the owner or owners and any mortgagees of the affected units, certified by the chairman and secretary of the Association and approved and recorded in accordance with the Oregon Condominium Act. In addition, a plat showing the change shall be recorded in accordance with such Act.

ARTICLE 16.

AMENDMENT

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

16.2 **Approval Required.** Except as may otherwise be provided in this Declaration or by the Oregon Condominium Act, this Declaration may be amended if such amendment is approved by unit owners holding 75 percent of the voting rights of the Condominium and by mortgagees to the extent required by Article 13. Declarant's prior written consent shall also be required so long as Declarant owns 25 percent or more of the units in the Condominium, but no such consent shall be required after three years from the date of conveyance of the first unit to a person other than Declarant. No amendment may change the size, location, allocation of undivided interest in the common elements, method of determining liability for common expenses, right to common profits, or voting rights of any unit unless such amendment has been approved by the owners and mortgagees of the affected unit. In addition, no provision of this Declaration may be modified, added to, amended or repealed so as to eliminate, change or impair the rights, privileges, easements, licenses or exemptions granted to the owner of the Commercial Unit, or otherwise adversely affect the Commercial Unit owner, unless the owner of the Commercial Unit and any mortgagee of such unit shall give their prior written consent. Any amendment which would limit or diminish any special Declarant rights established in this Declaration or the Bylaws shall require the written consent of Declarant.

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

ARTICLE 17.

SEVERABILITY

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

ARTICLE 18.

APPLICABILITY

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

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

IRVINGTON PLACE LLC, an Oregon limited liability company

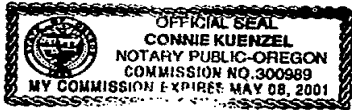
By Barry Menashe, Inc., Manager

By *R. Barry Menashe, President*
R. Barry Menashe, President

STATE OF OREGON)
) ss.
County of *Multnomah*)

The foregoing instrument was acknowledged before me this 4th day of May, 1998 by R. Barry Menashe, President of Barry Menashe, Inc., Manager of Irvington Place LLC, an Oregon limited liability company, on its behalf.

Connie Kuenzel
Notary Public for Oregon
My commission expires: 5/8/01



MORTGAGEE'S CONSENT

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

BANK OF AMERICA

By *Rand D. Slack*

STATE OF OREGON)
)ss.
County of MULTNOMAH)

On this 4th day of MAY, 1998 personally appeared before me
ALAN D. GELACK, VICE PRESIDENT of Bank of
America, an CALIFORNIA corporation, on its behalf.



Kathleen L. Spittal
Notary Public for Oregon
My commission expires: 11/6/98

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

**ASSESSOR AND TAX COLLECTOR
FOR MULTNOMAH COUNTY**

By *Buz Bunn*

The foregoing Declaration is approved pursuant to ORS 100.100 this 12th day of June, 1998 and in accordance with ORS 100.110(7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.

**SCOTT W. TAYLOR, REAL ESTATE
COMMISSIONER**

By

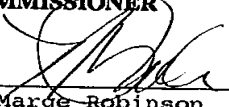

Marge Robinson

EXHIBIT A

Legal Description

A replat of Lots 1, 2, 3, 6, 7, 8 and a portion of Lots 4 and 5, Block 235, "Holladay's Addition," located in the southwest one-quarter of Section 26, Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, State of Oregon, and being more particularly described as follows:

Beginning at the initial point, being the northwest corner of said Block 235 and being referenced by a brass screw with 3/4 inch diameter brass washer stamped "Marx, Assoc." that bears north a distance of 3.00 feet; thence east along the north line of said Block 235 a distance of 200.00 feet to the northeast corner thereof; thence due south along the east line of said Block 235 a distance of 190.00 feet to a point in the north line of NE Broadway Street; thence west, along the said north line, a distance of 200.00 feet to a point in the west line of said Block 235; thence north along said west line a distance of 200.00 feet to the above-referenced initial point.

EXHIBIT B

Unit Square Footages and Undivided Interests

Unit	Type	Square Footage	Undivided Interest	Percentage Share of Building A Units	Percentage Share of Building A Residential Units	Percentage Share of Townhouse Units
101	Townhouse	1,669	2.53	--	--	14.605
102	Townhouse	1,620	2.45	--	--	14.176
103	Townhouse	1,620	2.45	--	--	14.176
104	Townhouse	1,615	2.44	--	--	14.131
105	Townhouse	1,669	2.53	--	--	14.605
106	Townhouse	1,620	2.45	--	--	14.176
107	Townhouse	1,615	2.44	--	--	14.131
	TOTAL TOWNHOUSE	11,428	--	--	--	100.000
201	Building A Residential	1,519	2.30	2.78	3.92	--
202	Building A Residential	682	1.03	1.25	1.76	--
204	Building A Residential	814	1.23	1.48	2.09	--

Unit	Type	Square Footage	Undivided Interest	Percentage Share of Building A Units	Percentage Share of Building A Residential Units	Percentage Share of Townhouse Units
205	Building A Residential	675	1.02	1.23	1.74	--
206	Building A Residential	1,100	1.66	2.01	2.84	--
207	Building A Residential	748	1.13	1.37	1.93	--
209	Building A Residential	749	1.13	1.37	1.93	--
210	Building A Residential	1,105	1.67	2.02	2.85	--
211	Building A Residential	675	1.02	1.23	1.74	--
213	Building A Residential	748	1.13	1.37	1.93	--
214	Building A Residential	814	1.23	1.48	2.09	--
215	Building A Residential	671	1.02	1.23	1.73	--
216	Building A Residential	703	1.06	1.29	1.81	--

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Exhibit B, Page 2

Unit	Type	Square Footage	Undivided Interest	Percentage Share of Building A Units	Percentage Share of Building A Residential Units	Percentage Share of Townhouse Units
301	Building A Residential	1,519	2.30	2.78	3.92	-
302	Building A Residential	682	1.03	1.25	1.76	-
304	Building A Residential	814	1.23	1.48	2.09	-
305	Building A Residential	675	1.02	1.23	1.74	-
306	Building A Residential	1,100	1.66	2.01	2.84	-
307	Building A Residential	748	1.13	1.37	1.93	-
309	Building A Residential	749	1.13	1.37	1.93	-
310	Building A Residential	1,105	1.67	2.02	2.85	-
311	Building A Residential	675	1.02	1.23	1.74	-
313	Building A Residential	748	1.13	1.37	1.93	-

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Exhibit B, Page 3

Unit	Type	Square Footage	Undivided Interest	Percentage Share of Building A Units	Percentage Share of Building A Residential Units	Percentage Share of Townhouse Units
314	Building A Residential	814	1.23	1.48	2.09	--
315	Building A Residential	671	1.02	1.23	1.73	--
316	Building A Residential	703	1.06	1.29	1.81	--
401	Building A Residential	1,519	2.30	2.78	3.92	--
402	Building A Residential	682	1.03	1.25	1.76	--
404	Building A Residential	814	1.23	1.48	2.09	--
405	Building A Residential	675	1.02	1.23	1.74	--
406	Building A Residential	1,100	1.66	2.01	2.84	--
407	Building A Residential	748	1.13	1.37	1.93	--
409	Building A Residential	749	1.13	1.37	1.93	--

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Exhibit B, Page 4

Unit	Type	Square Footage	Undivided Interest	Percentage Share of Building A Units	Percentage Share of Building A Residential Units	Percentage Share of Townhouse Units
410	Building A Residential	1,105	1.67	2.02	2.85	-
411	Building A Residential	675	1.02	1.23	1.74	-
413	Building A Residential	748	1.13	1.37	1.93	-
414	Building A Residential	814	1.23	1.48	2.09	-
415	Building A Residential	671	1.02	1.23	1.73	-
416	Building A Residential	703	1.06	1.29	1.81	-
501	Building A Residential	1,519	2.30	2.78	3.92	-
505	Building A Residential	675	1.02	1.23	1.74	-
507	Building A Residential	748	1.13	1.37	1.93	-
509	Building A Residential	749	1.13	1.37	1.93	-

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Unit	Type	Square Footage	Undivided Interest	Percentage Share of Building A Units	Percentage Share of Building A Residential Units	Percentage Share of Townhouse Units
511	Building A Residential	675	1.02	1.23	1.74	-
513	Building A Residential	748	1.13	1.37	1.93	-
515	Building A Residential	671	1.02	1.23	1.73	-
	TOTAL BUILDING A RESIDENTIAL	38,794	-	-	100.00	-
1000	Commercial	15,913	24.07	29.09	-	-
	GRAND TOTAL	66,135	100.00	100.00	-	-

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Exhibit B, Page 6

EXHIBIT C

Parking Space and Storage Space Assignments

Unit	Parking Space	Storage Space
101	2 & 6	None
102	4	None
103	7	None
104	10	None
105	14	None
106	15	None
107	16	None
201	20 & 31	5
202	24	29 & 37
204	3	2
205	17	18
206	57	45
207	28	10
209	27	17
210	40	46
211	21	27
213	18	13
214	53	34
215	51	14
216	22	7
301	34	12
302	5	23

<u>Unit</u>	<u>Parking Space</u>	<u>Storage Space</u>
304	11	16
305	26	22 & 35
306	43	52
307	13	11
309	32	21 & 26
310	9	47
311	8	28
313	30	32
314	12	39
315	29	3
316	23	43
401	49	38
402	42	6
404	36	9
405	45	25
406	55	15
407	56	33
409	47	40
410	38	48
411	35	1
413	41	8
414	19	49
415	44	44
416	50	50
501	39 & 48	4

Unit	Parking Space	Storage Space
505	25	24 & 20
507	37	19
509	54	31
511	1	30 & 36
513	33	41 & 42
515	52	51
1000	46	None

EXHIBIT D

**BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF
IRVINGTON PLACE CONDOMINIUMS**

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**BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF
IRVINGTON PLACE CONDOMINIUMS**

ARTICLE 1.

PLAN OF CONDOMINIUM OWNERSHIP

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

1.2 **Principal Office.** The principal office of the Association shall be located at 621 SW Alder, Suite 605, Portland, Oregon 97205 or such other address as may be designated by the board of directors from time to time.

1.3 **Purposes.** This Association is formed under the provisions of the Oregon Condominium Act to serve as the means through which the unit owners may take action with regard to the administration, management and operation of the condominium.

1.4 **Applicability of Bylaws.** The Association, all unit owners, and all persons using the condominium property shall be subject to these bylaws and to all rules and regulations which may be adopted pursuant to these bylaws.

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

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

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

ARTICLE 2.

MEETINGS OF ASSOCIATION

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

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

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

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

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

2.6 **Voting.** Each unit owner shall have a vote equal to the unit's allocation of undivided interest in the common elements of the condominium. The Declarant shall be entitled to vote as the unit owner of any then existing units retained by the Declarant, and the board of directors shall be entitled to vote on behalf of any unit which has been acquired by or on behalf of the Association; provided, however, that the board of directors shall not be entitled to vote such units in any election of directors.

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

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

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

2.10 **Quorum of Unit Owners.** At any meeting of the Association, members holding fifty percent (50%) of the voting rights, present in person or by proxy, shall constitute a quorum. The subsequent joinder of a unit owner in the action taken at a meeting by signing and concurring in the minutes of the meeting shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a unit owner or owners. If any meeting of members cannot be

organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

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

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

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

ARTICLE 3.

BOARD OF DIRECTORS

3.1 **Number and Qualification.** The affairs of the Association shall be governed by a board of directors composed of one (1) to five (5) interim directors or five (5) regular directors, as provided in Sections 3.2 and 3.4 of this Article. All directors, other than interim directors appointed by Declarant, shall be owners or co-owners of units of the condominium. For purposes of this section, the officers of any corporate owner and the partners of any partnership shall be considered co-owners of any units owned by such corporation or partnership.

3.2 **Interim Directors.** Upon the recording of the Declaration submitting the condominium to the Oregon Condominium Act the Declarant shall appoint an interim board of one (1) to five (5) directors, who shall serve until replaced by Declarant or their successors have been elected by the unit owners as provided below.

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

3.4 **Election and Term of Office.** At the first organizational and turnover meeting called by Declarant pursuant to Section 2.2 of these bylaws, the interim directors shall resign and five (5) successors shall be elected. There shall be three classes of directors, Building A Residential Unit Directors, Townhouse Unit Directors and Commercial Unit Directors. Building A Residential Unit Directors shall be elected by the Building A Residential Unit owners based upon one vote for each unit owned; Townhouse Unit Directors shall be elected by the Townhouse Unit owners based upon one vote for each unit owned, and Commercial Unit Directors shall be appointed by the Commercial Unit owner (of if the Commercial Unit is divided into additional units, elected by the Commercial Unit owners voting on a relative square footage basis). At the first organizational meeting, three (3) Building A Residential Unit Directors shall be elected by the Building A Residential Unit owners, two (2) to serve for a two-year term and one (1) to serve for a one-year term; one (1) Townhouse Unit Director shall be elected by the Townhouse Unit owners to serve for a two-year term; and one (1) Commercial Director shall be appointed by

the Commercial Unit owner for a one-year term. Thereafter, at the expiration of the initial term of office of each respective director, his or her successor shall be elected to serve for a term of two years, so that the term of not less than one-third of the directors shall expire annually. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality.

3.5 **Vacancies.** Vacancies in the board of directors caused by any reason other than the removal of a director 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, and shall be filled with a member of the category of owners that was entitled to elect the director whose vacancy is being filled. Each person so elected shall be a director until a successor is elected to fill the unexpired term at the next annual meeting of the Association or the next special meeting of the Association called for that purpose. Vacancies in interim directors shall be filled by Declarant.

3.6 **Removal of Directors.** At any regular or special meeting of the Association duly called, any one or more of the directors, other than interim directors, may be removed with or without cause by a majority vote of the unit owners present in person or by proxy who had the right to elect such director, and a successor shall be elected by such owners at that meeting to fill the vacancy thus created, in each case using the method of voting specified in Section 3.4. The notice of any such meeting shall state that such removal is to be considered, and any director whose removal has been proposed shall be given an opportunity to be heard at that meeting.

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

- (a) Operation, care, upkeep, maintenance, repair and replacement of the general and limited common elements.
- (b) Determination of the amounts required for operation, maintenance and other affairs of the Association, and the making of such expenditures.
- (c) Adoption of a budget for the Association, and assessment and collection of the common expenses.
- (d) Employment and dismissal of such personnel as necessary for the efficient maintenance, upkeep and repair of the common elements.
- (e) Employment of legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association; provided, however, the board may not incur or commit the Association

to incur legal fees in excess of \$2,500 for any specific matter unless the unit owners have enacted a resolution authorizing the incurring of such fees by a vote of seventy-five percent (75%) of the voting rights of the owners who will be assessed for such costs present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to legal fees incurred in defending the Association and the board of directors from claims or litigation brought against them.

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

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

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

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

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

(k) Making additions and improvements to, or alterations of, the common elements; provided, however, that no such project may be undertaken by the board if the total cost will exceed the amount of \$2,500 unless the same has been approved as provided in this paragraph. Any such additional improvements or alterations of the general common elements shall be approved by a vote of seventy-five percent (75%) of the voting rights of all unit owners present in person or by proxy at a meeting at which a quorum is constituted. Any additions, improvements or alterations of a limited common element shall be approved by a vote of seventy-five percent (75%) of the voting rights of the owners of units to which the limited common element pertains present in person or by proxy at which a quorum is constituted. The limitations contained in this paragraph shall not be applicable to repairs or maintenance undertaken pursuant to paragraph (a) above. The limitation set forth in this paragraph shall increase by \$1,000 on each fifth anniversary of the recording of the Declaration.

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

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

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

3.8 **Managing Agent or Manager.** On behalf of the Association, the board of directors may employ or contract for a managing agent or a manager at a compensation to be established by the board of directors. Any such management agreement shall be terminable by the Association upon not more than 90 days' written notice thereof. The board of directors may delegate to the managing agent or manager such duties and powers as the board of directors may authorize. In the absence of such appointment, the board of directors shall act as manager; provided, however, that the board of directors may not terminate professional management and assume self-management unless the decision to do so is approved by at least fifty-one percent (51%) of the total voting power of the Association.

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

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

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

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

otherwise reasonably calculated to inform the unit owners of such meeting; and (b) only emergency meetings of the board of directors may be conducted by telephonic communication.

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

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

3.15 **Determinations by Board of Directors.** In addition to approval by a majority of directors, any determination of the permanent board of directors which affects only the Townhouse Units and Townhouse Unit limited common elements, and not in any way affecting directly or indirectly the other units, other limited common elements, or general common elements, must be approved by the Townhouse Unit Director. Any determination of the permanent board of directors which affects only the Commercial Unit and the Commercial Unit limited common elements, and not in any way affecting directly or indirectly the other units, other limited common elements, or the general common elements, must be approved by the Commercial Unit Director. Any determinations of the board of directors which affect only the Building A Residential Units and the Building A Residential Unit limited common elements, and not in any way affecting directly or indirectly the other units, other limited common elements or general common elements, must be approved by a majority of the Building A Residential Unit Directors. All other decisions of the board of directors shall be made by a majority of all directors present at a meeting at which a quorum is present. For purposes of this section, any decision of the board of directors which will affect or which may be reasonably expected to affect the operation of the Commercial Unit or the business of the tenants or occupants of the Commercial Unit, the leasing of any space within the Commercial Unit, the general appearance, quality or character of the Commercial Unit or the Commercial Unit limited common elements, or which may require the consent or approval of the holder of any mortgagee (fee or leasehold) on the Commercial Unit, shall be deemed to be a decision affecting the Commercial Unit. By the same token, any decision of the board of directors which will affect or may be reasonably expected to affect the operation of the Townhouse Units or the Townhouse Unit limited common elements, the use of such units for residential purposes, the general appearance, quality or character of the Townhouse Unit buildings, or which may require the consent or approval of the holder or any mortgagee on any Townhouse Unit, shall be

deemed a decision affecting the Townhouse Units. Similarly, any decision of the board of directors which will affect or may be reasonably expected to affect the operation of the Building A Residential Units and their limited common elements, the use of Building A Residential Units for residential purposes, the general appearance, quality or character of the Building A Residential Units and Building A Residential Unit limited common elements, or which may require the consent or approval of the holder of any mortgage on any Building A Residential Unit, shall be deemed a decision affecting the Building A Residential Units.

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

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

3.18 **Insurance.** The board of directors shall obtain the insurance and fidelity bonds required in Article 8 of these bylaws. In addition, the board of directors, in its discretion, may obtain such other insurance as it deems necessary to protect the interests of the Association or unit owners. The board of directors shall conduct an annual insurance review which, if appropriate, shall include an appraisal of all improvements contained in the condominium.

ARTICLE 4.

OFFICERS

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

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

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

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

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

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

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

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

ARTICLE 5.

BUDGET, EXPENSES AND ASSESSMENTS

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

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

- (a) Expenses of administration.
- (b) Expenses of maintenance, repair or replacement of common elements or any other portions of the condominium required to be maintained by the Association pursuant to the Declaration or these bylaws.
- (c) Cost of insurance or bonds obtained in accordance with these bylaws.
- (d) A general operating reserve, including an amount sufficient to cover the deductible under the property damage insurance policy.
- (e) Reserve for replacements and deferred maintenance.
- (f) Any deficit in common expenses for any prior period.
- (g) Utilities for the common elements and other utilities with a common meter or commonly billed, such as trash collection, water and sewer.
- (h) Any other items properly chargeable as an expense of the Association.

5.3 **Assessment of Common Expenses.**

- (a) **Obligation to pay.** All unit owners shall be obligated to pay common expenses assessed to them by the board of directors on behalf of the Association pursuant to these bylaws and the Declaration. Assessments may not be waived due to limited or nonuse of the common elements, and no unit owner may offset amounts owing or claimed to be owing by the Association or Declarant to the unit owner against such unit owner's obligation to pay assessments. Subject to paragraph (c) below, Declarant shall be assessed as the unit owner of any unsold unit, but such assessments shall be prorated to the date of sale of the unit. The board of directors, on behalf of the Association shall assess the

common expenses against the unit owners from time to time, and at least annually, and shall take prompt action to collect from a unit owner any common expense due which remains unpaid for more than thirty (30) days from the due date for its payment. The board may elect to round assessments to the nearest dollar.

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

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

(d) **Commencement of assessment for replacement reserves.** Regular monthly assessments for replacement reserves as described in Section 5.5 shall commence upon the closing of the sale of the first unit in the condominium, except that Declarant may elect to defer payment of such assessments to the Association for each unit owned by Declarant until the closing of the sale of such unit.

5.4 **Special or Extraordinary Assessments.**

(a) **Special Assessments for Capital Improvements.** In the case of any duly authorized capital improvement to the common elements, the board of directors may by resolution establish separate assessments for the same, which may be treated as capital contributions by the unit owners, and the proceeds of which shall be used only for the specific capital improvements described in the resolution. The Association shall not assess units owned by the Declarant for additional capital improvements to the condominium without the written consent of Declarant as long as Declarant owns more than three (3) units.

(b) **Other Special or Extraordinary Assessments.** In the event the board of directors determines that the assessments established upon adoption of the

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

5.5 Replacement Reserves. The Declarant shall establish a reserve account for replacement of those common elements all or a part of which will normally require replacement in more than three and less than 30 years. Such reserve account shall be funded by assessments against the individual unit assessed for maintenance of the items for which the reserve account is being established, which sums shall be included in the regular monthly assessment for the unit, except as otherwise provided in Section 5.3(b). The amount assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The reserve account shall be established in the name of the Association and shall be adjusted at regular intervals to recognize changes in current replacement costs over time. The reserve account shall be used only for replacement of common elements and shall be kept separate from assessments for maintenance and operating expenses. After the organizational and turnover meeting described in Section 2.2, however, the board of directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from special assessments or maintenance fees. Nothing in this section shall prohibit prudent investment of the reserve account. Following the second year after the organizational and turnover meeting, future assessments for the reserve account may be reduced, eliminated or increased by an affirmative vote of not less than 75 percent of all voting rights in the condominium. Assessments paid into the reserve account are the property of the Association and are not refundable to sellers of units. Sellers of the units, however, may treat their outstanding share of the reserve account as a separate item in any sales agreement. The provisions of this section shall be operable only to the extent and so long as required by the Oregon Condominium Act.

5.6 Default in Payment of Assessments. In the event of default by any unit owner in paying any assessments to the Association, including assessed common expenses and any other charge imposed or levied by the Association pursuant to the provisions of the Declaration, these bylaws or the Oregon Condominium Act, such unit owner shall be obligated to pay interest at the rate of twelve percent (12%) per annum on such assessment from the due date thereof, or at such greater rate as may be established by the board of directors from time to time, not to exceed the maximum lawful rate, if any. In addition, the defaulting unit owner shall pay a late charge for any assessment not paid within ten (10) days of its due date in the amount of five percent (5%) of the delinquent payment, or such other reasonable late charge as may be established by the board of directors from time to time, together with all expenses incurred by the Association in collecting such unpaid assessments, including attorneys' fees (whether or not suit is instituted, and at trial or any appeal or petition for review therefrom). If the assessment is not paid within thirty (30)

days of its due date, the board of directors may declare any remaining installments of assessments for the balance of the fiscal year immediately due and payable. The board of directors shall have the right and duty to recover for the Association such assessments, together with such charges, interest and expense of the proceeding, including attorneys' fees, by an action brought against such unit owner or by foreclosure of the lien upon the unit granted by the Oregon Condominium Act. The board of directors shall notify the holder of any first mortgage upon a unit and any eligible mortgage insurer or guarantor thereof of any default not cured within sixty (60) days of the date of default.

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

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

5.9 Priority of Lien: First Mortgages. Any lien of the Association against a unit for assessments shall be subordinate to tax and assessment liens and any prior mortgage of record. Where the purchaser or mortgagee of a unit obtains title to the unit as a result of foreclosure of a first mortgage, such purchaser or mortgagee, its successors and assigns, shall not be liable for any of the assessments chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser or mortgagee. Such unpaid share of assessments shall be a common expense and reallocated on a pro rata basis for all units, including the mortgaged unit. The purchaser or mortgagee shall not be relieved of the obligation to pay further assessments. A deed in lieu of foreclosure accepted by the holder of a first mortgage shall extinguish a lien filed by the Association to secure unpaid assessments under the circumstances described in ORS 100.465.

5.10 Voluntary Conveyance. In a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of a prospective purchaser the board of directors shall make and deliver a statement of the unpaid assessments against the prospective grantor or the unit, and the grantee in that case shall not be

liable for, nor shall the unit when conveyed be subject to, a lien filed thereafter for any unpaid assessments against the grantor in excess of the amount set forth in the statement.

ARTICLE 6.

RECORDS AND AUDITS

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

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

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

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

6.5 **Reports and Audits.** An annual audited financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year shall be rendered by the board of directors to all unit owners and to all mortgagees of units who have requested the same within 90 days after the end of each fiscal year. From time to time the board of directors, at the expense of the Association, may obtain an audit or review of the books and records pertaining to the Association and furnish copies thereof to the owners and such mortgagees. Upon written request, any holder, insurer or guarantor of a first mortgage shall be entitled to an audited financial statement for the immediately preceding fiscal year at the expense of the Association and shall be made available within 120 days after the end of such fiscal year.

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

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

ARTICLE 7.

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

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

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

(b) **Common elements.** All maintenance, repairs and replacements to the general and limited common elements shall be made by the Association. The costs of maintaining, repairing and replacing the general common elements shall be charged to all the unit owners as a common expense. The costs of maintaining, repairing and replacing the limited common elements shall be charged to the units to which they pertain in the same proportions as provided in the Declaration. Each unit owner shall keep the limited common elements which pertain solely to such owner's unit in a neat, clean and sanitary condition.

7.2 **Additions, Alterations or Improvements.**

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

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

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

(d) A unit owner may not change the appearance of the common elements or the exterior appearance of a unit without permission of the board of directors, except that the owner of the Commercial Unit may install or remove entrances from commercial facilities along the NE Broadway side of Building A and may install business identification signs on such side of Building A, provided such signs are approved by the City of Portland.

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

(a) In the event of damage or destruction by casualty of condominium property, the damage or destruction shall be repaired, reconstructed or rebuilt unless, within fourteen (14) days of such damage or destruction, the board of directors or more than ten percent (10%) of the unit owners shall have requested a special meeting of the Association. Such special meeting must be held within sixty (60) days of the date of damage or destruction. At the time of such meeting, unless unit owners holding ninety percent (90%) of the voting power, whether in person, by writing or by proxy, with the approval of mortgagees as required by the Declaration, vote not to repair, reconstruct or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed or rebuilt. If the damage or destruction is not repaired, reconstructed or rebuilt, then the property shall be removed from condominium ownership in the manner provided in the Oregon Condominium Act.

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

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

(d) In the event any portion of the insurance proceeds paid to the Association is not used to repair, reconstruct or rebuild the damaged or destroyed property, the Association shall distribute the proceeds among the unit owners and their mortgagees (as their interests may appear) in the same proportion as common expenses are shared, unless the property is removed from unit ownership. If the property is removed from unit ownership, the insurance proceeds, together with the proceeds from the sale of the property, shall be distributed to the unit owners and their mortgagees (as their interests may appear) in the manner described in the Oregon Condominium Act.

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

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

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

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

(a) **Use of Residential Units.** No commercial activities of any kind shall be carried on in any Residential Unit without the consent of the board of directors of the Association or manager, except activities relating to the rental or sale of units. This provision, however, shall not be construed so as to prevent or prohibit a unit owner from maintaining his or her professional personal library, keeping his or her personal business or professional records or accounts, handling his or her personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in such owner's Residential Unit.

(b) **Use of Commercial Unit.** The Commercial Unit shall be used for retail, commercial or professional purposes; provided, however, that the Commercial Unit may not be used for manufacturing, sales of pornographic or erotic literature, objects or similar merchandise, for video or amusement centers or arcades, or as a nightclub or other facility providing nighttime entertainment which could be heard outside of the unit; provided, however, nothing in this section shall be construed as preventing use of the Commercial Unit by a nationally recognized chain of video retailers, such as Blockbuster or Hollywood Video, even if some of such retailer's stock is "X" rated.

(c) **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.

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

(e) **Animals.** No animals or fowls shall be raised, kept or permitted within the condominium or any part thereof, except domestic dogs, cats, or other household pets kept within a unit. No such dogs, cats or pets shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes or in unreasonable numbers. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof, and owners shall be responsible for removal of wastes of their animals. All dogs shall be carried or kept on a leash while outside a unit. No pet shall be permitted to cause or create a nuisance or unreasonable disturbance or noise. A unit owner may be required to remove a pet upon receipt of the third notice in writing from the board of directors of violations of any rule, regulation or restriction governing pets within the condominium.

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

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

(h) **Trailers, campers and boats.** Except with the consent of the board of directors of the Association or manager, no trailer, truck camper, motorcycle, boat or boat trailer, or other recreational vehicle shall be parked on any portion of the condominium other than for a period of seven (7) days or less.

(i) **Leasing and rental of units.** Except for the Commercial Unit, no unit owner may lease or rent less than his or her entire unit and no unit owner may rent such owner's unit for transient or hotel purposes, or for a period of less than seven days. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and these

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

(j) **Signs.** Unless written approval is first obtained from the board of directors, no sign of any kind shall be displayed to the public view on or from any unit or the common elements except signs used by the Declarant to advertise units for sale or lease and signs placed on the windows and doors of the Commercial Unit and exterior signs for occupants of the Commercial Unit, provided such exterior signs are approved by the City of Portland.

(k) **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.

(l) **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 unless the additional cost is paid by the owner of the unit. No owner shall permit anything to be done or kept in his or her unit or in the common elements which will result in cancellation of insurance on any unit or any part of the common elements.

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

(n) **Association rules and regulations.** In addition, the board of directors from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium property. Such action may be modified by vote of not less than seventy-five percent (75%) of the voting rights present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation or rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the secretary promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery; provided, however, that no

such rule or regulation shall be applicable to the Commercial Unit unless approved in writing by the owner of the Commercial Unit.

7.6 Abatement and Enjoining of Violations. The violation of any provision of the Declaration or these bylaws, of any rule or regulation adopted pursuant to these bylaws, or of any decision of the Association made pursuant to such documents, shall give the board of directors, acting on behalf of the Association, the right, in addition to any other rights set forth in these bylaws, to do any or all of the following after giving notice and an opportunity to be heard:

- (a) to enter the unit in which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the board of directors shall not thereby be deemed guilty of any manner of trespass, provided, however, that judicial proceedings shall be instituted before any items of construction may be altered or demolished; or
- (b) to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings;
- (c) to levy reasonable fines; or
- (d) to terminate the right to receive utility services paid for out of assessments or the right of access to and use of recreational and service facilities of the Condominium until the correction of the violation has occurred.

The offending unit owner shall be liable to the Association for all costs and attorneys' fees incurred by the Association, whether or not legal proceedings are instituted and including attorneys' fees on appeal or petition for review, together with any expense incurred by the Association in remedying the default, damage incurred by the Association or unit owners, or fines so levied. Such sums shall be assessed against the offending unit as an assessment and enforced as provided in Article 5. In addition, any aggrieved unit owner may bring an action against such other unit owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

ARTICLE 8.

INSURANCE

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

8.1.1 **Property Damage Insurance.**

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

(b) The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the units and common elements (exclusive of land, foundation, excavation and other items normally excluded from coverage), subject to a maximum deductible of the lesser of \$10,000 or one percent (1%) of the policy amount.

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

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

8.1.2 **Liability Insurance.**

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

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

(c) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement wherein the rights of named insured

under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

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

8.1.4 **Fidelity Insurance.**

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

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

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

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

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

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

(a) All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon acceptable to FNMA which falls into a B general

policyholder's rating or a financial performance index of 6 or better, as designated in Best's Key Rating Guide, or an A or better rating from Demotech, Inc.

(b) Notwithstanding the provisions of 8.1 above, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement, or any successor to such trustee. Such insurance trustee shall have exclusive authority to negotiate losses under any property or liability insurance policy. Each unit owner appoints the Association, or any insurance trustee or substitute trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance including: the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purchase. The Association or insurance trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for unit owners and their first mortgage holders, as their interests may appear.

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

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

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

(f) Each unit owner shall be required to notify the board of directors of all improvements made by the owner to his or her unit, the value of which is in excess of Five Hundred Dollars (\$500). Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the board of directors pursuant to Section 7.2.

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

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

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

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

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

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

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

ARTICLE 9.

AMENDMENTS TO BYLAWS

9.1 **How Proposed.** Amendments to the bylaws shall be proposed by either a majority of the board of directors or by unit owners holding thirty percent (30%) of the voting rights. The

proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

9.2 **Adoption.** A resolution adopting a proposed amendment may be proposed by either the board of directors or by the unit owners and may be approved by the unit owners at a meeting called for this purpose or by ballot vote. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by unit owners holding a majority of the voting rights and by mortgagees to the extent required by the Declaration, except that any amendment relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy units, or limitations on the rental or leasing of units must be approved by unit owners holding seventy-five percent (75%) of the voting rights. Declarant's consent shall also be required so long as Declarant owns twenty-five percent (25%) or more of the units in the condominium. Such consent shall not be required after three years from the date of conveyance of the first unit to a person other than Declarant. No provision of these bylaws may be modified, added to, amended or repealed so as to eliminate, change, or impair the rights, privileges, easements, licenses or exemptions granted to the owner of the Commercial Unit, or adversely affect the Commercial Unit owner, unless the owner of the Commercial Unit and any mortgagee of such unit shall give their prior written consent. Any amendment which would limit or diminish any special Declarant rights established in these bylaws shall require the written consent of Declarant.

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

ARTICLE 10.

MISCELLANEOUS

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

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

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

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

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

DATED this 4th day of May, 1998

IRVINGTON PLACE LLC, an Oregon limited liability company

By R. Barry Menashe, Inc., Manager

By R. Barry Menashe, President
R. Barry Menashe, President

AFTER RECORDING, RETURN TO:

Tiana G. Tozer
1718 NE 11th, Number 216
Portland, OR 97212

Recorded in the County of Multnomah, Oregon

Total : C. Swick, Deputy Clerk 29.00
2000-035571 03/14/2000 03:31:45pm ATSP
REC SUR DOR OLIS
15.00 3.00 10.00 1.00

IRVINGTON PLACE CONDOMINIUMS

Amendment Transferring Storage Spaces

THIS AMENDMENT is made and executed this 7th day of February, 2000, by IRVINGTON PLACE, L.L.C., an Oregon limited liability company ("Declarant"), and TIANA G. TOZER ("Owner").

RECITALS:

A. Declarant is the owner of Unit 215 of Irvington Place Condominiums, a condominium located in Multnomah County, Oregon. Pursuant to the Declaration Submitting Irvington Place Condominiums to Condominium Ownership dated May 1, 1998 and recorded June 30, 1998 as Document No. 98114551 of the Records of Multnomah County, Oregon (the "Declaration"), Storage Space No. S-14 is a limited common element pertaining to such Unit.

B. Owner is the owner of Unit 216 of Irvington Place Condominiums. Pursuant to the Declaration Storage Space No. S-7 is a limited common element pertaining to such unit.

C. ORS 100.515(5) provides that any limited common element may be transferred so as to pertain to a different unit by an amendment to the Declaration executed by the owner and any mortgagee of the unit to which the limited common element previously pertained and by the owner of the unit to which the limited common element is being transferred.

D. Declarant and Owner wish to transfer Storage Space No. S-14 from Unit 215 to Unit 216 and Storage Space No. S-7 from Unit 216 to Unit 215.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Declarant and Owner hereby amend the Declaration for the purpose of reassigning and conveying Storage Space No. S-14 to Unit 216 so that the same shall hereafter

OREGON TITLE INS. CO. 129274m

be a limited common element for the exclusive use of such unit, and Storage Space No. S-7 to Unit 215 so that the same shall hereafter be a limited common element for the exclusive use of such unit.

DECLARANT:

IRVINGTON PLACE, L.L.C., an Oregon limited liability company

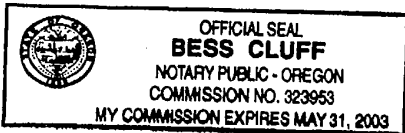
By *R. Barry Menashe*
R. Barry Menashe, Member

OWNER:

Tiana G. Tozer
Tiana G. Tozer

STATE OF OREGON)
)ss.
County of)

The foregoing instrument is acknowledged before me this 2nd day of February, 2000, by R. Barry Menashe, Member of Irvington Place, LLC, an Oregon limited liability company, on its behalf.



Bess Cluff
Notary Public for Oregon
My commission expires: 5/31/2003

STATE OF OREGON)
)ss.
County of Multnomah)

The foregoing instrument is acknowledged before me this 8th day of February, 2000, by Tiana G. Tozer.



Paulette Coles
Notary Public for Oregon
My commission expires: 3-18-04

MORTGAGEE'S CONSENT

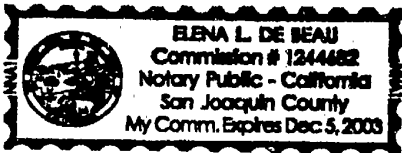
The undersigned, as holder of a trust deed on Unit 216, hereby consents to the above transfer.

WASHINGTON MUTUAL BANK

By *Suzanne L. Breaker*
Its Suzanne L. Breaker, Asst. Vice President

STATE OF CALIFORNIA)
)ss
County of SAN JOAQUIN)

The foregoing instrument is acknowledged before me this 28 day of February, 2000, by Suzanne L. Breaker, Asst. Vice President of WASHINGTON MUTUAL BANK, on its behalf.



Elena L. De Beau
Notary Public for California
My Commission expires: December 5, 2003

The foregoing Amendment Transferring Storage Spaces is hereby approved this ___ day of _____, 2000.

ASSESSOR AND TAX COLLECTOR FOR
MULTNOMAH COUNTY

By _____

After Recording Return To:
LANDYE BENNETT BLUMSTEIN LLP
3500 Wells Fargo Center
1300 SW Fifth Avenue
Portland, Oregon 97201

Recorded in the County of Multnomah, Oregon

C. Swick, Deputy Clerk

Total : 34.00

2001-051750 04/13/2001 08:51:46am ATLJH

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**AMENDMENT TO THE DECLARATION
SUBMITTING IRVINGTON PLACE CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

RECITALS

The Declaration Submitting Irvington Place Condominiums to Condominium Ownership was recorded as Fee Number 98114551 in the deed records of Multnomah County, Oregon on June 30, 1998.

Members of the Association of Unit Owners of Irvington Place Condominiums ("Association") have voted to amend the Declaration to restrict the leasing of units to enhance the availability of purchase-money financing, and to provide a procedure for enforcing such restriction, maintaining a record of units being leased, and maintaining a waiting list of unit owners that wish to lease their units.

This rental restriction shall not apply to any person who is an owner as of the date this amendment is recorded, but shall apply to current owners' successors in interest and any person purchasing a Residential Unit after this amendment is recorded.

AMENDMENT

The Declaration Article 10 shall be deleted and replaced in its entirety as follows:

"10.1 Use of Units. The Commercial Unit shall be used for those commercial purposes described in the Bylaws. The Residential Units shall be occupied and used by the respective owners only for residential purposes for the owner, family, tenant and social guests and for no other purposes. Any lease or rental agreement shall be subject to the terms and provisions contained in this Declaration, the Bylaws, and the rules and regulations of the Association. Subject to the exception for existing owners as provided by Section 10.3 below, not more than twenty percent (20%) may be non-owner occupied, except in the case of hardship where such percent may increase to thirty percent (30%) as set forth herein."

"10.2 Leasing Restriction. No owner may lease or rent less than his/her entire Residential Unit and no such owner may rent his/her Residential Unit for transient or motel purposes. With the exception of a lender in possession of a unit following default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Residential Unit owner may rent or lease his/her Residential Unit for a period of less than twelve

4

(12) months. Provided, however, any 12-month or longer lease may be extended beyond such term on a month-to-month basis. Provided, further, except in the event of a hardship, as defined below, the maximum number of Units that may be non-owner occupied shall not exceed twenty percent (20%) of all Residential Units (i.e., ten (10) units). Occupancy shall be limited to the lessees, their household members, visitors and guests. Except as provided in this Section, any owner of a Residential Unit acquiring such unit after the date this amendment is recorded may not enter into any rental arrangement for such unit except in compliance with this Section. "Owner-Occupied" shall mean any period during which the unit is occupied by an owner or an owner's spouse, children, or parents as a primary or secondary residence and no rent is charged such occupants."

"10.3 Existing Owners. The restriction on renting or leasing units shall not apply to any Residential Unit owner that, as of the date of recording hereof, is a current owner of a Residential Unit, hereinafter referred to as an "Exempt Unit." However, the leased Residential Unit shall count towards the twenty percent (20%) or thirty percent (30%) threshold, whichever is applicable, for purposes of calculating whether a person purchasing a Residential Unit after the date of recording hereof may rent their Residential Unit. An owner with one Exempt Unit is not entitled to the exemption with respect to any other Residential Unit acquired after the date this amendment is recorded. The renting restrictions contained in this Section apply independently to each Residential Unit owned by an owner and exemptions may not be transferred to an owner's successors and assigns, including, but not limited to, persons who acquire a Residential Unit through inheritance or gift."

"10.4 Hardship. If the twenty percent (20%) threshold set forth in subparagraph 10.1 has already been reached, a unit owner may apply to the Board of Directors for a hardship-based exception to the twenty percent (20%) threshold; provided, however, that no hardship-based exception shall be granted if doing so causes the non-owner occupancy rate to exceed thirty percent (30%) of all Residential Units (i.e., fifteen (15) units). The following situations may be considered for hardship-based exceptions: (1) if the unit owner or his/her spouse relocates for work or educational purposes; (2) if the unit owner dies, is hospitalized for a protracted illness, or is placed in a nursing home or a convalescent home or other facility or with family members due to illness; (3) if inability to rent a unit will result in serious financial hardship to the owner; and (4) such other extraordinary circumstances which the Board of Directors deems a hardship. The Board of Directors, in its sole and unfettered discretion, shall determine whether a unit owner's situation meets any of the factual situations set forth above and thus qualifies for a hardship-based exception. It may then grant such exception only if doing so would not cause the percentage of tenant occupancy of Residential Units to exceed thirty percent (30%)."

"10.5 Procedure. Prior to entering into any lease agreement, a Residential Unit owner shall notify the Board of Directors in writing of his/her intent to lease or rent such owner's unit and the name and address of the proposed tenant. Within fifteen (15) days of such notification, the Board shall advise the owner of whether such proposed tenancy would or would not exceed the twenty percent (20%) restriction and, if it would exceed such restriction, the Board shall place the owner on a waiting list and shall notify such owner when such owner's Residential Unit may be rented. Provided, however, an owner on the waiting list may apply for a hardship exemption if such owner believes the circumstances are appropriate for such an exemption.

Once a Residential Unit owner is notified that his/her unit may be rented, such owner, within six (6) months from the date of such notice, shall enter into a twelve (12) month lease with a tenant. If a notified owner has not entered into such a lease within such period, the Board shall place such owner at the end of the waiting list and shall notify the next owner on such list that he may rent his/her Residential Unit. An owner that receives permission from the Board to rent his/her Residential Unit may continue to rent such Residential Unit upon the expiration or termination of each tenancy, provided that, if for any period exceeding thirty (30) days the Residential Unit becomes Owner-Occupied, the owner no longer may rent the Residential Unit and shall reapply to the Board."

"10.6 Compliance with Documents. Tenants of all owners, including tenants of an Exempt Unit, shall be subject to the terms of the Declaration, Bylaws, and Rules and Regulations of the Association and the Board of Directors. Each lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations and that any failure by a lessee to comply with the terms thereof shall be a default under the lease. Each tenant shall be provided copies of the Declaration, Bylaws and Rules and Regulations by the owner of the Residential Unit being leased at the beginning of the lease term and thereafter with any amendments to such documents. A Residential Unit owner may be assessed personally for any expenses incurred by the Association resulting from damage to the common elements caused by such owner's tenant. After giving notice and an opportunity to be heard, owners may be fined for their tenant's noncompliance with any provision of the Declaration, Bylaws and Rules and Regulations, and such fines shall be collectible as assessments as elsewhere provided in the Bylaws. The Residential Unit owner shall provide a fully executed copy of each lease to the Board of Directors. All owners, including owners of Exempt Units, are subject to this subsection."

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

It is hereby certified that the foregoing amendment has been approved by seventy-five percent (75%) of the Association members.

DATED: February 21, 2001

ASSOCIATION OF UNIT OWNERS OF
IRVINGTON PLACE CONDOMINIUMS

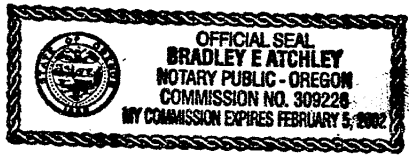
By: Neal Witz
Chairman

By: Gloria Quirk
Secretary

STATE OF OREGON)
County of Multnomah) ss.

February 21, 2001

Personally appeared before me the above-named Chairman - Neal Witz and Secretary - Gloria Quirk who, being duly sworn, did say that they are the Chairman and Secretary of the Association of Unit Owners of Irvington Place Condominiums and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Bradley E. Atchley
Notary Public for Oregon

The foregoing Amendment to Declaration is approved pursuant to ORS 100.110 this 4th day of April, 2001 and, in accordance with ORS 100.110(7), this approval shall automatically expire if these amendments are not recorded within two (2) years from this date.

SCOTT W. TAYLOR
Real Estate Commissioner

By: Brian DeMarco
Brian DeMarco

The foregoing Amendment to Declaration is approved pursuant to ORS 100.110 this 11th day of APRIL, 2001.

COUNTY ASSESSOR

By: Bryce Brown

After Recording Return To:
LANDYE BENNETT BLUMSTEIN LLP
3500 Wells Fargo Center
1300 SW Fifth Avenue
Portland, Oregon 97201

Recorded in the County of Multnomah, Oregon

Total : C. Swick, Deputy Clerk 24.00
2001-051751 04/13/2001 08:51:46am ATLJH
C06 2 REC SUR DOR OLIS
10.00 3.00 10.00 1.00

**AMENDMENT TO THE BYLAWS OF THE
ASSOCIATION OF UNIT OWNERS
OF IRVINGTON PLACE CONDOMINIUMS**

RECITALS

The Bylaws of the Association of Unit Owners of Irvington Place Condominiums were recorded in the deed records of Multnomah County, Oregon on June 30, 1998, simultaneously with the Declaration as Fee Number 98114551.

Members of the Association of Unit Owners of Irvington Place Condominiums ("Association") have voted to amend the Bylaws to restrict the leasing of units consistent with the Amendment to the Declaration Submitting Irvington Place Condominiums to Condominium Ownership ("Declaration") recorded simultaneously herewith.

AMENDMENT

Article 7, Section 7.5(i) is deleted and replaced in its entirety as follows:

"(i) Leasing and rental of units. Except for the Commercial Unit, no unit owner may lease or rent less than his or her entire unit and no unit owner may rent such owner's unit for transient or hotel purposes. All owners must also comply with Article 10 of the Declaration concerning rental restrictions.

It is hereby certified that the foregoing amendment has been approved by seventy-five percent (75%) of the Association members as required by Section 9.2 of the Bylaws.

DATED: 2/21/01

ASSOCIATION OF UNIT OWNERS OF
IRVINGTON PLACE CONDOMINIUMS

By: [Signature]
Chairman

By: [Signature]
Secretary

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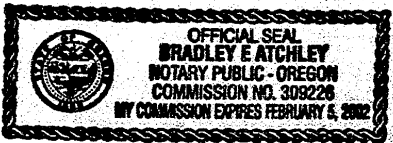
STATE OF OREGON)

County of Multnomah)

) ss.

February 21, 2001

Personally appeared before me the above-named Neal Utz, Chairman and Gloria Quirk, Secretary who, being duly sworn, did say that they are the Chairman and Secretary of the Association of Unit Owners of Irvington Place Condominiums and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Bradley E. Atchley
Notary Public for Oregon

The foregoing Amendment to Bylaws is approved pursuant to ORS 100.410(5) this 4th day of April, 2001 and, in accordance with ORS 100.110(7), this approval shall automatically expire if these amendments are not recorded within two (2) years from this date.

SCOTT W. TAYLOR
Real Estate Commissioner

By: Brian DeMarco
Brian DeMarco

Multnomah County Official Records
R Weldon, Deputy Clerk

2014-087039

09/03/2014 09:04:06 AM

1R-AMDECUO Pgs=5 Str=36 ATKSM
\$25.00 \$11.00 \$10.00 \$20.00

\$66.00

After Recording Return to:
Vial Fotheringham LLP
17355 SW Boones Ferry Road, Suite A
Lake Oswego, OR 97035

GRANTOR: Association of Unit Owners of Irvington Place
Condominiums, an Oregon nonprofit corporation
GRANTEE: Public

**SECOND AMENDMENT TO DECLARATION
SUBMITTING IRVINGTON PLACE CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

This Second Amendment to Declaration Submitting Irvington Place Condominiums to Condominium Ownership is made by the Association of Unit Owners of Irvington Place Condominiums, an Oregon nonprofit corporation ("Association").

RECITALS

A. Irvington Place Condominiums ("Condominium") is a condominium located in the City of Portland, Multnomah County, Oregon. The Condominium was established and is governed by the following documents recorded in the Records of Multnomah County, Oregon:

Declaration Submitting Irvington Place Condominiums to Condominium Ownership ("Declaration") recorded June 30, 1998, as Document No. 98114551.

Bylaws of the Association of Unit Owners of Irvington Place Condominiums ("Bylaws") recorded June 30, 1998, as Exhibit D to the Declaration.

Amendment to the Declaration Submitting Irvington Place Condominiums to Condominium Ownership recorded April 13, 2001, as Document No. 2001-051750.

Amendment to the Bylaws of the Association of Unit Owners of Irvington Place Condominiums recorded April 13, 2001, as Document No. 2001-051750.

Plat of Irvington Place Condominiums ("Plat") recorded in Plat Book 1238, Pages 99-106.

B. Association is the Association of Unit Owners of Irvington Place Condominiums, an Oregon nonprofit corporation, formed pursuant to the Declaration, Bylaws and Articles of Incorporation filed July 1, 1998, in the office of the Oregon Secretary State, Corporation Division.

C. The Association and unit owners wish to add a new Section 10.8 to the Declaration governing smoking in the Condominium.

NOW, THEREFORE, pursuant to Section 16.2 of the Declaration and ORS 100.135, the Association and owners hereby amend the Declaration in the manner set forth below.

10.8 Smoking.

(a) As used in this Section 10.8:

(1) "Smoking" means the burning of a lighted cigarette, cigar, pipe, or any other tobacco product, or marijuana.

(2) "Tobacco product" means:

(A) Any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, snuff, or any other form of tobacco that may be utilized for smoking; and

(B) Cloves, marijuana, and any other plant matter or product that is prepared or packaged for smoking.

(b) No owner, guest, family member, tenant, resident, business invitee, or visitor shall smoke within the boundaries of the Condominium. This prohibition shall apply to, and include, all Units, including Residential and Commercial Unit interiors, general common elements, and limited common elements within the Condominium.

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(c) The Board of Directors may cause "No Smoking Signs" to be conspicuously posted in such locations in the common elements of the Condominium, including, without limitation, near the entrances of the Condominium, that are reasonably calculated to provide notice of the smoking prohibition.

Dated this 10th day of June, 2014.

**ASSOCIATION OF UNIT OWNERS OF
IRVINGTON PLACE CONDOMINIUMS, an
Oregon nonprofit corporation**

By: 
Elaine Warren, Chairperson

By: 
Debra Neal, Secretary

CERTIFICATION

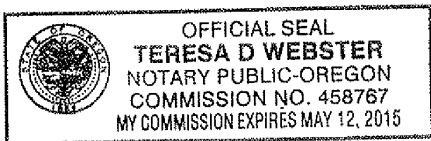
The undersigned Chairperson and Secretary of the Association of Unit Owners of Irvington Place Condominiums, an Oregon nonprofit corporation, hereby certify that the within Second Amendment to Declaration Submitting Irvington Place Condominiums to Condominium Ownership has been approved by the unit owners as provided in Article 9 of the Bylaws and ORS 100.410.

Elaine Warren

Elaine Warren, Chairperson
**Association of Unit Owners of Irvington Place
Condominiums, an Oregon nonprofit
corporation**

STATE OF OREGON)
) ss.
County of ~~Multnomah~~ ^{Douglas})

The foregoing instrument was acknowledged before me this 10 day of June, 2014, by Elaine Warren, Chairperson of the Association of Unit Owners of Irvington Place Condominiums, an Oregon nonprofit corporation, on its behalf.

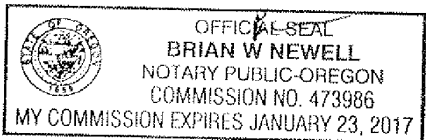


Teresa D Webster
Notary Public for Oregon
My Commission Expires: 5/12/15

Debra Neal
Debra Neal, Secretary
**Association of Unit Owners of Irvington Place
Condominiums, an Oregon nonprofit
corporation**

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 12th day of June, 2014, by Debra Neal, ~~Chairperson~~ ^{Secretary} of the Association of Unit Owners of Irvington Place Condominiums, an Oregon nonprofit corporation, on its behalf.



Brian W Newell
Notary Public for Oregon
My Commission Expires: 1/23/17

GOVERNMENTAL APPROVALS

OREGON REAL ESTATE COMMISSIONER

The foregoing Second Amendment to Declaration Submitting Irvington Place Condominiums to Condominium Ownership is approved pursuant to ORS 100.110 this 7th day of AUGUST, 2014, and in accordance with ORS 100.110(8), this approval automatically expires if this amendment is not recorded within one (1) year from this date.

Gene Bentley
**OREGON REAL ESTATE
COMMISSIONER**

By: 
Michael Hanifin

MULTNOMAH COUNTY ASSESSOR

The foregoing Second Amendment to Declaration Submitting Irvington Place Condominiums to Condominium Ownership is approved pursuant to ORS 100.110 this 29th day of August, 2014.

**MULTNOMAH COUNTY
ASSESSOR**

By: 