

Statement Date:
Date Due:

Multnomah County
501 SE Hawthorne Blvd, Rm 175
Portland, OR 97214

Chart Number: 20127				
DATE	DESCRIPTION		CHARGES	CREDITS
	<i>Balance brought forward</i>			
04/01/19	Vacant unit security service		\$30.00	
04/01/19	COA dues (04/01/2019 to 04/31/2019)		\$200.00	

3/20/2019

1-Apr-19

ACCOUNT BALANCE	
	\$0.00
	\$30.00
	\$230.00

Statement Date: 3/1/2019
Date Due: 1-Mar-19

Multnomah County
501 SE Hawthorne Blvd, Rm 175
Portland, OR 97214

DATE	DESCRIPTION	CHARGES	CREDITS	ACCOUNT BALANCE
	Balance brought forward			\$0.00
10/01/18	COA dues (10/09/2018 to 10/31/2018)	\$148.00		\$148.00
11/01/18	Vacant unit security service	\$21.29		\$169.29
11/01/18	COA dues (11/01/2018 to 11/30/2018)	\$200.00		\$369.29
12/01/18	Vacant unit security service	\$30.00		\$399.29
12/01/18	COA dues (12/01/2018 to 12/31/2018)	\$200.00		\$599.29
01/01/18	Vacant unit security service	\$30.00		\$629.29
01/01/19	COA dues (01/01/2019 to 01/31/2019)	\$200.00		\$829.29
02/01/19	Vacant unit security service	\$30.00		\$859.29
02/01/19	COA dues (02/01/2019 to 02/28/2019)	\$200.00		\$1,059.29
03/01/19	Vacant unit security service	\$30.00		\$1,089.29
03/01/19	COA dues (03/01/2019 to 03/31/2019)	\$200.00		\$1,289.29

Please mail check/payment
to PO BOX 1253
Fairview OR 97024.

Okay to pay Jeff Brown 3/8/19

M72 R51810

RECEIVED
MULTNOMAH COUNTY

MAR 07 2019

ADMINISTRATION ASSESSMENT & TAXATION

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BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF
EAST VILLAGE CONDOMINIUM

ARTICLE I

Name and Applicability

1.1 Name. This Association shall be known as THE ASSOCIATION OF UNIT OWNERS OF EAST VILLAGE CONDOMINIUM, which is an unincorporated association composed of unit owners of East Village Condominium.

1.2 Definitions. The terms used in these bylaws shall have the meanings defined in ORS 91.500 and the Declaration of Unit Ownership of East Village Condominium, hereinafter referred to as the Declaration.

1.3 Applicability. Each owner, upon acceptance of the deed to a unit, shall be deemed to have consented to the applicability of the provisions of these bylaws to such owner and to all rules and regulations promulgated by the Association pursuant thereto as the same may from time to time be amended. These bylaws and such rules and regulations shall likewise be applicable to the families of owners and tenants, employees and guests of owners.

1.4 Association Office. The office of the Association shall be located in the unit owned by the chairman of the Association, or in such other place as the Board of Directors may designate.

ARTICLE II

Purposes

2.1 This Association is formed pursuant to the provisions of ORS 91.500 to 91.671 and 91.990, the Oregon Unit Ownership Law, to provide a means for administration of the condominiums located on the property described in the Declaration.

ARTICLE III

Composition and Voting Rights

3.1 Composition. The Association shall be composed of all the owners of units in East Village Condominium.

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3.2 Voting Rights. Since each owner, pursuant to the Declaration, has an equal interest in the general common elements, each owner shall have one vote for each unit owned in any matter on which voting rights are provided by the Oregon Unit Ownership Law or these bylaws. The declarant in the Declaration shall be entitled to one vote with respect to each unsold unit owned by Declarant.

When there is more than one record owner of a unit, all such owners may attend and participate in any meeting; but the vote for each unit shall be exercised as the persons holding such interests shall determine between themselves, provided that in no event shall there be more than one vote cast with respect to any such unit.

ARTICLE IV

Meetings

4.1 Organizational Meeting. The first meeting of the Association (hereinafter, the "Organizational Meeting") shall be held within 60 days after seven Units are sold and possession delivered by Declarant to purchasers.

4.2 Annual Meeting. The annual meeting of the Association shall be held in Wood Village, Oregon, or at such other place in Multnomah County, at such date and time as may be prescribed by the Board of Directors; provided, however, the Board of Directors shall schedule the first annual meeting, as well as subsequent annual meetings, in the same month during which the Organizational Meeting occurred.

4.3 Special Meetings. Special meetings of the owners may be called at any time by the Board of Directors and shall be called by the secretary of the Association upon written request of any two or more owners.

4.4 Notice. Notice of all meetings of owners shall be mailed by or at the direction of the secretary to each owner, postage prepaid, at the address thereof as shall appear in the records of the Association or is supplied by such owner to the Association for the purpose of notice. Such notice shall be mailed not less than seven (7) nor more than forty (40) days prior to the date of such meeting.

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The notice of the meeting shall specify the place and time of the meeting, and in the case of a special meeting, the purpose of the meeting. For the purpose of this section only, if ownership of a unit is divided among several persons or entities, notices shall be sent to each such person or entity.

4.5 Waiver of Notice. Whenever any notice is required to be given to any owner in accordance with these bylaws, waiver thereof in writing signed by the person or persons entitled to such notice, whether it be before or after the time stated therein, shall be equivalent to the giving of such notice.

4.6 Quorum. The presence at any meeting in person or by proxy of a majority of the owners shall constitute a quorum for any action.

4.7 Proxy. An owner may vote in person or by proxy executed in writing and filed with the secretary prior to commencement of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy. Such proxy shall be revocable and shall automatically terminate upon termination of an owner's status as such.

4.8 Vote Required. Except for matters on which a greater vote is required by the Oregon Unit Ownership Law, the Declaration or these bylaws, the action of a majority of those present at any duly called meeting of the Association at which a quorum is present shall constitute action of the Association.

4.9 Action by Unanimous Consent. Any action which may be taken by the Association may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the owners entitled to vote with respect to such matter. Such consent shall have the same force and effect as a unanimous vote and may be so described in any document required to be filed under the Oregon Unit Ownership Law, the Declaration or these bylaws.

4.10 Fiduciaries. A personal representative, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any unit held by him in such capacity, whether or not the same shall have been transferred to his name; provided that he shall satisfy the secretary that he is the personal representative, guardian or trustee holding such unit in such capacity.

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ARTICLE V

Board of Directors

5.1 Number. The affairs of this Association shall be managed by a board of three directors. Until the Organizational Meeting, however, the Declarant shall exercise all functions of the Board of Directors.

After the Organizational Meeting, all directors shall be owners; provided, however, that an owner that is a corporation may designate its officers or agents to serve as directors.

5.2 Term. At the Organizational Meeting, the owners shall elect one director for a term of three years, one director for a term of two years, and one director for a term of one year. At each annual meeting thereafter, the owners shall elect one director for a term of three years to fill the term of office of the director whose term expires at such annual meeting. Directors shall serve until their successors are elected and assume office.

5.3 Vacancies. In the event of the death or resignation of a director, his successor shall be elected by a majority vote of the remaining directors. A director elected to fill a vacancy shall hold office during the remainder of the term of the director succeeded.

5.4 Removal. Any director may be removed from office at any time with or without cause, upon the majority vote of all of the owners, taken at a meeting of the Association; provided, however, that the notice of such meeting shall have stated that such removal was to be considered. The successor of such director shall be elected at the same meeting for the then unexpired term of the director so removed.

5.5 Compensation. No director shall receive compensation for any services he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties as a director and may receive compensation for services to the Association in other capacities than as a director.

5.6 Manner of Election. In any case where the number of nominations for the Board of Directors exceeds the number of vacancies, election shall be by secret written ballot.

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At each election the owners or their proxies may cast in respect to each vacancy as many votes as they are entitled to cast by the provisions of these bylaws. Persons receiving the largest number of votes shall be elected.

ARTICLE VI

Meetings of the Board of Directors

6.1 Regular Meetings. Within ten days after each annual meeting of the Association, the directors elected at such meeting and those holding over shall hold an organization meeting for the purpose of electing officers as hereinafter provided and for transaction of such other business as may come before the meeting.

The Board of Directors by resolution may establish the date, time and place for other regular meetings of the Board.

All meetings of the Board of Directors shall be open to unit owners.

6.2 Special Meetings. Special meetings may be called by the chairman and must be called by the chairman at the request of at least two directors. Such special meeting may be held at such time and place as the Board of Directors or the chairman shall determine and any business may be transacted at such meeting.

6.3 Notice. Except for emergency meetings, notice of Board of Directors' meetings shall be posted in at least three places on the property at least three days prior to the meeting or notice may be given to each unit owner by mail in the manner set forth in Section 4.4.

6.4 Quorum. A majority of the directors shall constitute a quorum but no action of the Board of Directors shall be valid unless it is approved by an affirmative vote of at least two directors.

6.5 Action Without a Meeting. Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors to such action. Any action so taken shall have the same effect as though taken at a meeting of the directors.

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ARTICLE VII

Powers and Duties of the Board of Directors

7.1 General Powers. The Board of Directors shall have power to:

7.1.1 Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the owners by other provisions of these bylaws or the Declaration.

7.1.2 Adopt, amend, revoke, publish and cause to be enforced rules and regulations not inconsistent with the Declaration governing the use of the common elements, and the personal conduct of owners, their families, tenants and guests thereon, and to establish penalties and fines for the infraction thereof. Such rules and regulations shall become effective when due notice thereof is given by mail to each owner at his address as indicated in the records of the Association.

7.1.3 At its discretion, to employ, replace and fix the compensation of a manager. The manager may be an individual or a corporation and may be an owner. The manager shall have such authority to act on behalf of the Board of Directors and the Association as may be delegated to him or it from time to time by the Board of Directors.

7.2 Duties of the Board of Directors. It shall be the duty of the Board of Directors to:

7.2.1 Cause the common elements to be maintained, repaired and replaced as necessary, and in case of casualty and subject to the limitations in the Declaration, to reconstruct and re-establish the property.

7.2.2 As more fully set forth in Article VIII of the Declaration, fix the amount of the annual assessment for each owner's proportionate share of the difference between common expenses and common income and to give the owner subject thereto written notice of such assessment at least thirty days prior to the due date thereof; to cause to be prepared a roster of units subject to assessment with assessments applicable to each such unit and to keep such roster in the Association office subject to inspection by any owner.

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7.2.3 Cause to be obtained and maintained in full force and effect policies of casualty and liability insurance meeting the specifications therefor set forth in Article XIV of the Declaration.

7.2.4 Cause to be employed such personnel as may be necessary for the maintenance, upkeep and repair of the common elements.

7.2.5 Cause to be kept a complete record of all of its acts and the proceedings of its meetings, and to cause to be presented at the annual meeting of the Association a report reviewing the business and affairs of the Association for the year.

7.2.6 Cause all officers or employees having fiscal responsibilities to be bonded with sufficient surety for the faithful performance of their official duties, the premium on such bond to be paid by the Association as a part of the common expenses.

7.2.7 Obtain legal and accounting services necessary or proper in the operation of the property or the enforcement of the Declaration or these bylaws.

7.3 Approval of Payment Vouchers. The treasurer shall pay or cause to be paid all vouchers signed by either the chairman or the manager, if any, for expenditures of up to \$1,000.00. Vouchers for any expenditures in excess of \$1,000.00 shall require the signature of the chairman and the secretary.

7.4 Authority with Respect to Capital Improvements. The Board of Directors shall not have authority to make expenditures in excess of \$1,000.00 for capital additions to or capital improvements of the common elements without the prior approval of the Association by a vote of a majority of all of the owners.

ARTICLE VIII

Officers

8.1 Officers. The officers of this Association shall be a chairman, who shall be a member of the Board of Directors, and a secretary and a treasurer, who may, but need not be members of the Board of Directors. The Board of Directors

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may appoint an assistant secretary or an assistant treasurer by resolution entered in its minutes. The offices of secretary and treasurer may be held by the same person. Officers shall be elected at the organization meeting of the Board of Directors each year, and the term of office shall be for a term of one year and until their successors are elected and assume office unless such officer resigns or is removed.

8.2 Removal, Resignation and Vacancies. Any officer may be removed from office with or without cause by the Board of Directors. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.3 Chairman. The chairman shall preside at all meetings of the Association and of the Board of Directors. He shall sign for the Association such contracts and other documents as he may be authorized by the Board of Directors to sign and as prescribed by these bylaws, and shall perform all acts and duties usually performed by a presiding officer or as prescribed by the Board of Directors.

In the absence of or disability of the chairman, the member of the Board of Directors senior in service shall preside and perform the duties of the chairman.

8.4 Secretary. The secretary shall keep or cause to be kept a complete record of all meetings of the Association and of the Board of Directors; serve notice of the meetings of the Board of Directors and of the owners; keep appropriate current records showing the names and addresses of the owners, perform such duties as he is required to perform in connection with assessments; and shall perform such other duties as may be required by the Board. The assistant secretary may be authorized by the Board of Directors to perform the duties of the secretary.

8.5 Treasurer. The treasurer shall pay or cause to be paid vouchers in accordance with the terms of these bylaws; shall keep such records, make such reports and perform such other duties as may be required from time to time by the Board of Directors.

8.6 Delegation and Change of Duties. In the event of absence or disability of any officer, the Board of Directors may delegate, during such absence or disability, the powers or duties of such officer to any other officer or any director.

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ARTICLE IX

Collection of Share of Common Expenses

9.1 Basis and Determination. Each owner's share of the excess of common expenses over common income shall be collected as an assessment on the basis and in the manner set forth in Article VIII of the Declaration. The Board of Directors may fix an annual assessment in any amount less than the maximum set forth in the Declaration. The maximum annual assessment established in the Declaration may be changed as provided in the Declaration by vote of the owners. Special assessments for capital improvements may likewise be established by vote of the owners as set forth in the Declaration.

9.2 Certificates with Respect to Assessment. The secretary shall cause to be furnished to an owner liable for an assessment upon demand of such owner a letter setting forth whether the assessments on property of such owner have been paid.

9.3 Lien as Reasonable Value. Each owner agrees that in the event an unpaid assessment or fine becomes a lien upon his condominium in accordance with the provisions of the Declaration and ORS 91.546, that the amount of such lien shall conclusively be deemed to be the reasonable value of such common expenses and fines as are represented by such lien.

9.4 Provisions in the Event of Foreclosure of Lien. In any foreclosure suit against a unit, the owner shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect such rental. The manager acting on behalf of the Association shall have power to bid on the unit at the foreclosure sale and to acquire and hold, lease, mortgage and convey such unit. Any rental received shall be applied first to the costs of renting such unit and secondly to the amount of such unpaid assessments and fines thereon.

ARTICLE X

Books, Records, Audit

10.1 Inspection by Owners. The books and records of the Association shall at all times during reasonable business hours be subject to inspection by any owner at the office of the Association.

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10.2 Audit. An audit shall be made at any time upon order of the Board of Directors or upon a majority vote of the owners present at a regular or special meeting of the Association.

10.3 Execution of Documents. When the execution of any instrument has been authorized by the Board of Directors without specifying the executing officer, such instrument may be executed by any two of the following officers: chairman, secretary, treasurer and assistant secretary. The Board of Directors may, however, authorize any one of such officers to sign any such instrument for and on behalf of the Association and may designate officials or employees of the Association other than those named above who may sign such instrument.

ARTICLE XI

Mortgagees

11.1 Notice to Association. Any unit owner who mortgages his interest in a unit shall notify the Association, by written notice to the Secretary of the name and address of his mortgagee, and the secretary shall maintain such information in the record of ownership of the Association.

11.2 Notice of Unpaid Assessments. The Board of Directors, at the request of any mortgagee or prospective purchaser of any unit or interest therein, shall report to such person the amount of any unpaid assessments due from the owner of such unit.

ARTICLE XII

Amendments

12.1 These bylaws may be amended at any annual or special meeting of the Association provided that notice of the amendment shall be included in notice of the meeting. No such amendment shall be effective unless and until approved by the vote of not less than 75 percent of the owners and the Oregon Real Estate Commissioner, and until a copy of the bylaws as so amended, or the amendment thereto, certified by the chairman and secretary of the Association, is recorded with the Recording Officer of Multnomah County, Oregon.

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Any matters stated in these bylaws to be or which is in fact governed by the Declaration may not be amended except as provided in such Declaration.

ARTICLE XIII

Existing Officers

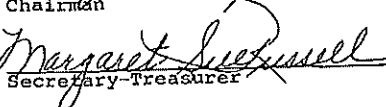
13.1 The following persons are hereby declared to be the officers of the Association until their successors are elected and assume office:

Chairman	Wayne K. Russell
Secretary-Treasurer	Margaret Sue Russell

The undersigned hereby certify that they are the duly qualified acting chairman and secretary-treasurer of THE ASSOCIATION OF UNIT OWNERS OF EAST VILLAGE CONDOMINIUM and that these bylaws are the duly adopted bylaws of such Association.

DATED: 12-24-79

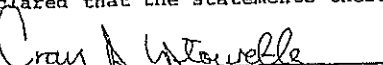

Chairman


Secretary-Treasurer

STATE OF OREGON }
County of Multnomah) ss.

December 24, 1979

Before me personally appeared WAYNE K. RUSSELL and MARGARET SUE RUSSELL and acknowledged the foregoing instrument freely and voluntarily and declared that the statements therein contained are true.


Notary Public for Oregon
My commission expires: 12-11-81

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TRANSAMERICA Title Ins. Co.
409 S.W. Ninth
Portland, OR
Attn: Builder Services

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STATE OF OREGON
Multnomah County
ss.
I, Director, Department of Assessor
and Recorder of County and
for said County, do hereby certify that the
within and foregoing was received for record
and accepted in the record of
of said County at

1970 FEB 21 PM 3:28

RECORDED
INDEXED
FEB 21 1970
MULTNOMAH CO. OREGON

On Page
in Book
1421
781
witness my hand and seal of office affixed.

Director
Department of Administration
Services

Rec-17
P. Hornett
Deputy

3550

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DECLARATION OF UNIT OWNERSHIP
OF
EAST VILLAGE CONDOMINIUM BOOK 1421 PAGE 793

THIS DECLARATION is made this 24 day of December, 1979, by Wayne K. Russell, hereinafter referred to as "Declarant," whose address is Rt. 2 Box 224, Cornelius, Oregon 97113;

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of the real property situated in the City of Wood Village, County of Multnomah, State of Oregon, described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, Declarant plans to construct certain condominium buildings and other improvements upon the real property described in Exhibit "A"; and

WHEREAS, Declarant intends to submit such real property to the provisions of the Oregon Unit Ownership Law and desires to sell and convey the same to various purchasers, subject to the covenants, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, together herewith, Declarant files for record in the office of the recording officer of Multnomah County, Oregon, (1) the floor plans of the units described in this Declaration, showing the vertical and horizontal boundaries, designation, location and dimensions of each unit and the common elements to which each has access, there being attached to the floor plans a statement of a registered architect certifying that the plans fully and accurately depict the boundaries of the units and the date construction of the improvements on the floor plans and plat was completed; (2) a plat of that portion of the land subject to this Declaration, complying with ORS 92.080 and based upon a survey showing the bearing and length of each line, the initial point of the survey giving ties to a corner or corners of record or to monuments set and found and the location of all buildings, roads, roadways and other improvements, there being attached to said plat a surveyor's affidavit, complying with ORS 92.070; and (3) the Bylaws of The Association of Unit Owners of East Village Condominium (hereinafter, "the Bylaws"); and

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WHEREAS, Declarant desires and intends by filing this Declaration, the aforesaid floor plans and plat to submit the above-described real property, the condominium units and other improvements constructed thereon, together with all the appurtenances, to the provisions of the Oregon Unit Ownership Law as a condominium project and to impose upon the land, buildings and improvements mutually beneficial restrictions under a general plan of improvements for the benefit of the condominium units and the owners thereof;

NOW, THEREFORE, Declarant hereby declares that the fee simple interest in the property described in Exhibit "A" shall be held, sold, used and conveyed subject to the following easements, covenants, restrictions, charges and liens, hereinafter sometimes referred to as "covenants and restrictions." Such covenants and restrictions shall run with the property and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Declarant hereby accepts the definitions set forth in ORS 91.500, unless the context clearly indicates a different meaning therefor. In addition, the following terms shall be defined as hereinafter set forth:

1.1 "Association" shall mean THE ASSOCIATION OF UNIT OWNERS OF EAST VILLAGE CONDOMINIUM, which is an unincorporated association of unit owners.

1.2 "Board of Directors" shall mean the board of directors of the Association.

1.3 "Condominium" shall mean the entire estate in the real property owned by any Owner, consisting of an undivided interest in the general common elements and ownership of a separate interest in a unit together with the limited common elements appertaining to the unit.

1.4 "Declaration" shall mean this instrument, its amendments and supplements thereto.

1.5 "Institutional Holder" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or

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state laws, any corporation or insurance company, or any federal or state agency, which has a Mortgage on one of the Condominiums.

1.06 "Mortgage" shall mean a trust deed or a mortgage.

1.7 "Mortgagee" shall mean a beneficiary under, or holder of, a trust deed or a mortgage.

1.8 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Condominium, but shall not mean a Mortgagee. Declarant shall be considered an owner with respect to any unsold Units.

1.9 "Property" shall mean the land, all buildings, improvements and structures thereon, and all easements, rights and appurtenances thereto, which are hereby submitted to the provisions of the Oregon Unit Ownership Law to be known as East Village Condominium.

1.10 "Unit" shall mean a specific improvement and elements of a Condominium upon the Property and excluding the common elements, each such unit being shown on the plat attached hereto as Exhibit "B".

ARTICLE II

Property Subject to the Declaration

2.1 The real property which is subject to this Declaration is located in the City of Wood Village, County of Multnomah, State of Oregon, and is described in Exhibit "A".

ARTICLE III

Name and Unit Description

3.1 Name. The name by which the Property shall be known is East Village Condominium.

3.2 Unit Description. East Village Condominium consists of three two story buildings, each building containing four Units. The general location of each Unit and all other data necessary for proper identification of each Condominium is set forth on the plat attached as Exhibit "B". Each multiple unit building is of wood frame construction without basement, has a composition roof, aluminum siding exterior walls, and interior and partition walls of gypsum wall board and wood. Each Unit is bounded by the undecorated interior surface of its perimeter walls, ceilings, floors and chimney area. The dimensions and approximate area of each Unit are set forth on the floor plans attached as Exhibit "B".

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ARTICLE IV

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Common Elements

4.1 General Common Elements. The general common elements consist of the entire Property other than the Units and the limited common elements described below. By way of example, but not by way of limitation, the general common elements shall include the land, the foundations, columns, girders, beams, supports, main walls, roofs, entrances and exits of the buildings, the unassigned parking areas and any unassigned outside storage areas. No Owner's individual interest in the general common elements shall be separated from the Unit to which it appertains, and each such individual interest shall be conveyed or encumbered with such Unit, even if such interest is not expressly mentioned or described in the conveyance of such Unit.

4.2 Limited Common Elements. The limited common elements consist of twelve carports, twelve courtyards and twelve storage bins, one each of which is assigned and designated on the plat (i.e. Exhibit "B" attached hereto) as a limited common element appurtenant to and for the exclusive use of the Owner of the respective Unit.

4.3 Ownership Interest in Common Elements. Since each Unit contains approximately the same square footage, each Owner shall have an undivided one-twelfth (1/12th) (i.e., 940 square feet), interest in the common elements for each Unit owned.

4.4 Common Elements to Remain Undivided. Common elements shall remain undivided, and no owner shall bring any action for participation or division of any part thereof while the Property is subject to this Declaration.

ARTICLE V

Uses and Limitations of
Each Building and Unit

5.1 Use of Units. Each Unit is intended for use as a private residence for the Owner, his family and guests; except that each Owner shall be permitted to rent or lease his Unit as an apartment during periods when he shall not be

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occupying such Unit. No lease or rental of a Unit shall excuse the Owner from payment of any charges and assessments to which his Unit is subject pursuant to this Declaration.

5.2 Limitation on Use. The following restrictions are applicable to the use of any of the Units:

5.2.1 No Unit shall be used for any purpose other than residential purposes. With the exception of an Institutional Holder in possession of a Unit following a default in a first Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to rent or lease his Unit for transient or hotel purposes. No Owner may lease or rent less than the entire Unit. Any lease or rental agreement must provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease. All leases and rental agreements must be in writing and be for continuous periods in excess of 29 days. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent his Unit.

5.2.2 No animals or fowls shall be raised, kept or permitted upon the Property or any part thereof, excepting only domestic cats and one dog for each Unit and excepting caged pet birds kept within the Unit, providing such cats, dogs and pet birds are not permitted to run at large, are kept and maintained in strict accordance with all regulations of the Association and are not kept, bred or raised for commercial purposes or in unreasonable numbers.

5.2.3 No noxious or offensive activities shall be carried on in any Unit or in any part of the general common elements, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the other Owners.

5.2.4 No trucks, campers, trailers or boats shall be parked or permitted to remain in any portion of the general common elements, except in such specific parking areas as may be assigned by the Association.

5.2.5 No Owner or occupant shall remove or significantly alter any tree, shrub or any other improvement in any portion of the general common elements

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unless permission in writing is first granted by the Association.

5.2.6 Nothing shall be done or kept by any Owner or occupant in any Unit or in the common elements which will increase the rate of insurance on the common elements without written consent of the Association. No owner shall permit anything to be done or kept in his Unit or in the common elements which will result in the cancellation of insurance on any unit or on any part of the common elements, or which would be in violation of any law.

5.2.7 All parts of the general common elements, including walks and the unassigned parking areas, are for the use of Owners on an equal basis. It shall be the responsibility of each Owner to allow maximum ease of pedestrian and vehicular ingress and egress over walks and unassigned parking areas allowing no obstruction or barrier on, across or adjacent to walks and unassigned parking areas.

5.2.8 In addition to all other remedies available for the enforcement of these covenants and restrictions, the Board of Directors shall have the power to establish, assess and collect fines for any and all violations.

ARTICLE VI

Limitation on Use of Common Elements

6.1 Each Owner's right to the use of the common elements shall be subject to the following limitations:

6.1.1 The right of the Association to limit the number of guests permitted to use the facilities which are a part of the common elements.

6.1.2 The right of the Association to charge reasonable admission and other fees for the use of any facility which is a part of the common elements, and to promulgate reasonable rules and regulations in regard to the use of such facilities.

6.1.3 The right of the Association to suspend the enjoyment rights of any Owner, member of his family, guest or tenant for any period during which any assessment remains unpaid and for any period not to exceed

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thirty days for any infraction of published rules and regulations.

ARTICLE VII

Powers of Board of Directors

The Board of Directors shall have the exclusive right to contract for insurance upon the Units and general and limited common elements and for all goods and services necessary for the repair, maintenance and improvement of all general and limited common elements and shall have the power to assess the Owners on account thereof in the manner provided in Article VIII below and in the Bylaws. Until the first meeting of the Board of Directors, which shall occur within 60 days after seven Units are sold and delivered to purchasers, Declarant shall exercise all the powers of the Board of Directors, and shall have the power and authority to contract for insurance, goods and services on behalf of the Association for terms extending to, or beyond, the first meeting of the Board of Directors; provided, however, that such insurance, goods and services shall not be contracted for a period in excess of that normally to be contracted for by a prudent property owner.

ARTICLE VIII

Covenants for Payment of Share of Common Expenses and Special Assessments

8.1 Creation of Lien and Personal Obligation.
Each Owner upon acceptance of the deed to a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

8.1.1 His proportionate share of common expenses as determined by annual assessments or charges.

8.1.2 His proportionate share of reserves as determined in accordance with Section 8.4.

8.1.3 Special assessments for capital improvements as may be fixed, established and collected from time to time as hereinafter provided.

8.1.4 Fines assessed pursuant to Section 5.2.8 of Article V of these covenants and restrictions. Such annual and special assessments and fines, together with

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interest thereon and cost of collection thereof as hereinafter provided, shall be a continuing lien against the Condominium of any Owner to whom such assessment and/or fine applies and shall also be the personal obligation of the person who is the Owner of such Condominium at the time when the assessment and/or fine falls due.

8.2 Purpose of Annual Assessment. The annual assessment levied by the Association shall be for the purpose of paying the excess of common expenses over common income and shall be deemed exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners, and in particular for the improvement and maintenance of property, services and facilities devoted to this purpose and related to the use and enjoyment of the common elements. Without limiting the generality of the foregoing, assessments for common expenses may be used to pay for the cost of leasing facilities for the use of Owners, for the cost of water and garbage removal, for the payment of insurance and ad valorem taxes upon the common elements and to establish and fund reserves in accordance with Section 8.4.

8.3 Basis of Annual Assessment. Unless changed by the membership as hereinafter provided, the maximum annual assessment (excluding the assessment for insurance as described in Article XIV hereof) for any Unit shall be \$600 per year. The Board of Directors shall, after consideration of current maintenance costs, income of the Association and its financial requirements, fix the actual annual assessment at an amount equal to or less than the maximum. Upon vote of the membership as hereinafter provided in Section 8.7, the Association may change the maximum annual assessment fixed by this section prospectively.

8.4 Reserves. In addition to the annual assessment provided hereinabove, the Board of Directors shall establish such reserves as good business judgment warrants for the improvement, repair or other needed expenditures of maintenance and replacement of the general common elements. To fund such reserves, the Board of Directors shall levy a monthly reserve fund assessment. All such reserves shall be held by the Board of Directors as trustees, in trust for the Owners as their contribution thereto shall appear, and shall not become the funds of the Association until the expenditures for which such reserve is created has become due and payable. Unless changed by the membership as hereinafter provided in Section 8.7, the maximum monthly reserve fund assessment for all of the Units shall be \$7 per month. The Board of

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Directors may, after due consideration, fix the actual monthly reserve fund assessment at an amount less than the maximum. Upon vote of the membership as hereinafter provided in Section 8.7, the Association may change the maximum monthly reserve fund assessment fixed by this section prospectively.

8.5 Special Assessments for Capital Purposes.

Upon vote of the Association in the manner hereinafter set forth in Section 8.7, the Association may levy in addition to annual assessments, a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the common elements including necessary fixtures and personal property related thereto.

8.6 Uniform Rate of Assessment and Sharing in Common Profits. Both the annual and special assessments must be fixed at a uniform rate for all Units and may be collected on an annual, quarterly or monthly basis in the discretion of the Board of Directors. Any profits or income accruing to the benefit of the Property or the Association shall be divided equally among the Unit Owners.

8.7 Voting and Notices for Special Assessment and Change of Maximum Annual Assessment and Reserve Fund Assessment. Any special assessment or change in maximum annual assessment or reserve fund assessment must have the assent of two-thirds of the Owners who vote in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all owners at least thirty days in advance of the date of such meeting, setting forth the purpose of the meeting; provided, however, that the amount of the maximum annual assessment set forth in Section 8.3 and the amount of the maximum reserve fund set forth in Section 8.4 shall be automatically increased annually by the percentage increase in the National Consumer Price Index, published by the U.S. Bureau of Statistics, at the beginning of the calendar year over the National Consumer Price Index at the end of the calendar year. In the event the National Consumer Price Index is no longer published at any applicable date, a substituted index shall be designated by the Board of Directors.

8.8 Date of Commencement of Annual Assessments. The initial annual assessments for the excess of common expenses over common income shall commence on the first day of such month as determined by the Board of Directors, shall be made for the balance of the calendar year, and shall be

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due and payable on the date fixed by the Board of Directors. Annual assessments for any year after the first year shall become due on January 15th of each year (or such other date or dates as are fixed by the Board of Directors) and shall be payable in equal installments on the following dates: January 15, April 15, July 15 and October 15.

The amount of the initial annual assessment for the first year in which assessments are made shall be prorated on a calendar year basis according to the date of the first assessment. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

8.9 Date of Commencement of Reserve Fund Assessment. The initial monthly reserve fund assessment shall commence on the first day of such month as determined by the Board of Directors and shall be in the amount determined by the Board of Directors in accordance with the provisions set forth hereinabove.

8.10 Assessment to be Established by Board of Directors. The Board of Directors shall fix the amount of the assessment against each Unit for each assessment period and give the Owner subject to such assessment written notice of such assessment at least thirty days in advance of the due date thereof, and the Board shall cause to be prepared a roster of the Condominiums and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a letter signed by an officer of the Association setting forth whether the assessment has been paid. Such letter shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

8.11 Effect of Nonpayment of Assessments. If an assessment and/or fine is not paid on the date when due, such assessment and/or fine shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, continue as a lien on the Condominium against which such assessment and/or fine was made, and the Association shall comply with the provisions of ORS 91.546 with respect to such lien. The personal obligation of the then Owner to pay such assessments and fines, however, shall remain his personal obligation and the successor in title shall be liable therefor only as provided

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in ORS 91.551. If the assessment and fines are not paid within thirty days after the delinquency date, the assessment and fines shall bear interest from the date of delinquency at the rate of ten percent per annum and the Association may bring an action at law against the owner personally obligated to pay the same, or may elect to foreclose the lien against the Condominium.

In the event a judgment is obtained in favor of the Association, such judgment shall include interest on the assessments and fines as above provided and a reasonable attorney's fee to be fixed by a court at either a trial or an appellate court level together with the costs and disbursements incurred. Any rentals received by the Association for the use of the Unit may be applied to such assessments and fines at the option of the Board of Directors.

8.12 Effect of Failure of Board of Directors to Set Assessment. The omission by the Board of Directors, before the time set herein, to fix the assessments hereunder shall not be deemed a waiver of or modification in any respect of the provisions of the Declaration or a release of the Owner from the obligation to pay an assessment or any installment thereof, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

8.13 Overassessment. At the end of each fiscal year of the Association, the Board of Directors shall cause to be repaid promptly to each Owner any amount by which his annual assessment during the fiscal year shall have exceeded the amount necessary to fund the difference between the common expenses and common income of the Association during such fiscal year. In lieu of refunding such overassessment in cash, the Board of Directors may credit the amount of such overassessment on the Owner's assessment for the succeeding fiscal year.

8.14 Subordination of the Lien to Mortgages. The lien of the assessments and fines provided for herein shall be subordinate to the lien of any Mortgage held by an Institutional Holder, provided, however, that such subordination shall apply only to the assessments and fines which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments and fines thereafter becoming due, nor

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from the lien of any such subsequent assessments and fines. No amendment to this paragraph shall affect the rights of the holder of any such Mortgage recorded prior to recordation of such amendment which does not join in the execution thereof.

8.15 Right of Institutional Holders to Vote at Association Meetings Under Certain Circumstances. If an Institutional Holder of a Mortgage on any Unit determines that the Board of Directors are not providing an adequate maintenance, repair, and replacement program for the Property, as required in paragraph 8.2, such Institutional Holder, at its option, may deliver a written notice to the Board of Directors by delivering the same to the person named in Article XVII, setting forth the particular defect that it believes exists in the maintenance, repair, and replacement program. If the specified defects are not corrected within 90 days subsequent to the receipt of such notice, then the Institutional Holder, upon written notice to the person named in Article XVII that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each Condominium on which it holds a mortgage lien on all business coming before such meeting, which said proxy rights shall continue until the defects listed on the aforementioned notice are corrected.

8.16 Prior Written Approval of Institutional Holders Required Under Certain Circumstances. The prior written approval of each Institutional Holder of a first Mortgage or equivalent security interest, hereinafter called "First Mortgage," will be required for the following:

8.16.1 The abandonment or termination of the project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

8.16.2 Any material amendment to the Declaration or to the Bylaws, including, but not limited to, any amendment which would change the percentage interests of the Owners;

8.16.3 The partitioning or subdividing of any Unit.

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8.17 Additional Rights of Institutional Holders.
The Association shall give to each Institutional Holder of a First Mortgage prompt notice of any default by the applicable Owner under this Declaration, which default is not cured within thirty (30) days.

Each Institutional Holder shall be entitled to notice of all meetings of the Association and the right to attend such meetings upon written request to the Board of Directors.

If any Unit or portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice thereof shall be forthwith sent by the Board of Directors to the Institutional Holder of any First Mortgage on any applicable Unit.

In the event of substantial damage to or destruction of any Unit or any part of the common elements, notice thereof shall be forthwith sent by the Board of Directors to the Institutional Holder of any First Mortgage on any applicable Unit. Substantial damage shall mean damage to a Unit in excess of \$5,000.00 or damage to the common elements in excess of \$10,000.00

ARTICLE IX

Owner's Obligation to Repair

9.1 Each Owner shall at the Owner's expense keep the interior of his Unit, its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition; shall do all redecorating and painting which may at any time be necessary to maintain the good appearance and condition of such Unit. In addition, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, fans, heaters, heating equipment, lighting fixtures, refrigerators, dishwashers, disposals, or ranges that may be in or connected with his Unit.

The Board of Directors shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in any portion of his Unit.

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ARTICLE X

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Restrictions on Maintenance,
Construction and Improvement

10.1 Permission Required for Alterations. Owner shall not without first obtaining written consent of the Board of Directors make, or permit to be made, any structural alterations, improvements, subdivisions or additions in or to his Unit, or in and to the exterior of the building in which his Unit is located or other general common elements. Owner shall not paint or decorate any portion of the exterior portion of his Unit without first obtaining the written consent of the Board of Directors.

10.2 Mailboxes. The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to the approval of the Board of Directors.

10.3 Signs. No sign or other advertising device of any character shall be erected on any Unit or maintained upon any part of the Property except one sign not larger than 18 inches by 24 inches advertising a Condominium for sale or for rent. The provisions of this section are not applicable to Declarant.

10.4 Antennas and Aerials. All outside television and radio antennas and aerials are prohibited without express written consent of the Association.

ARTICLE XI

Easements and Encroachments

11.1 Reservation of Easements. Declarant hereby grants to the Association and reserves to Declarant, Declarant's successors, heirs and assigns, perpetual easements under, over and across all general common elements for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchorages and conduits for lighting, heating, power, telephone, television transmission, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of such common elements. Declarant reserves the right to cut and/or trim any tree or other growth upon such common elements which may interfere with or menace the construction, maintenance or operation of such utilities.

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ARTICLE X

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duties of exterior maintenance, for the purpose of making emergency repairs, for the purpose of making repairs which are required to be made by an Owner under this Declaration, the Bylaws or the laws of the State of Oregon and which have not been made by the and for the execution generally of its rights and obligations as otherwise provided in this Declaration.

11.3 Easements of Ingress and Egress. There is hereby granted to Owners and tenants, invitees and guests of Owners, a nonexclusive easement for ingress and egress over the common elements.

11.4 Encroachments. None of the rights and obligations of the Owners created herein shall be altered in any way by encroachment through the settlement, shifting or rebuilding of structures or any other cause. There shall be valid easements for the maintenance of such encroachments for so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment occur due to the wilful conduct of an Owner or Owners.

11.5 Grant of Easements by Association. The Association, upon approval of no less than 75 percent of the Owners, shall have authority to execute, acknowledge, deliver and record on behalf of the Owners easements, rights of way, licenses and other similar interests affecting the general common elements.

ARTICLE XII

Failure of Board of Directors to Insist upon Performance

12.1 Failure of the Board of Directors to insist in any instance upon strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or institute any action shall not be construed as a waiver for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect.

ARTICLE XIII

Limitation of Liability and Indemnification of Board of Directors

13.1 Limitation of Liability. Neither the Board of Directors, nor any member thereof, shall be liable for any failure of any utility service to be obtained and paid for by the Board of Directors hereunder, or for any injury

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or damage to person or property caused by the elements or by another Owner or person in the Property, or for damage from electricity, water, rain, snow or ice which may leak or flow or damage to person or property caused by the elements or by another Owner or person on the Property, or for damage from electricity, water, rain, snow or ice which may leak or flow from outside or from any part of any building or from any of its pipes, drains, conduits, appliances or equipment, or from any other place, unless caused by any gross negligence of the Board of Directors. No diminution or abatement of assessments for common expenses shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken to comply with any law, ordinance or orders of a governmental authority.

13.2 Indemnification of Directors. Each director shall be indemnified by the Owners against all expenses and liabilities including attorney's fees reasonably incurred and imposed upon him in connection with any proceeding in which he may be a party and in which he may be involved by reason of his being or having been a member of the Board of Directors, or any settlement of such liability whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in cases wherein the director is adjudged guilty of wilful nonfeasance, misfeasance or malfeasance in performance of his duties. In the event of a settlement, however, such indemnification shall apply only when the Board of Directors approve such settlement as being for the best interests of the Association.

ARTICLE XIV

Insurance

14.1 Duty to Obtain Insurance. The Board of Directors shall obtain and maintain at all times, and shall pay for out of the common expenses of the Association, insurance for the benefit of the Association and the Owners, in the type, kind and amount hereinafter provided.

14.1.1 A master policy, or subscription policies, of fire insurance on all Units and the general and limited common elements with endorsements providing extended coverage, vandalism coverage, use and occupancy coverage, for at least 100 percent of the current replacement value of all Units and common elements (exclusive of land, foundation, excavation and other items normally excluded from coverage). Such policy or policies shall provide for a separate loss payable endorsement in favor of the Mortgagee of each Condominium, if any. During the initial sale of all Condominiums, the amount of such policy may be the cost

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of the unsold Condominiums plus the full insurable replacement value of all the Condominiums not owned by the Declarant.

14.1.2 A master policy, or subscription policies, insuring the Association, its Board of Directors and the Owners against any liability to the public or the Owners, their invitees or tenants, incident to ownership or use of the Property and including the personal liability exposure of the Owners for injury or damages occurring other than within their own respective Units. Limits of liability under such insurance shall be not less than \$500,000 for all persons injured in any one accident, and not less than \$100,000 for property damage in each occurrence, with such limits and coverage to be reviewed at least annually by the Board of Directors. In addition, the Board of Directors shall maintain an umbrella liability policy of \$1,000,000 insuring against the same risks. Such insurance shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of the insureds under the policy shall not be prejudiced as respects any right of action of any such insured against another named insured.

14.2 Quality of Insurance Policies. All insurance policies required under this article shall be written by a company licensed to do business in Oregon and holding a rating of "AAA" or better by Best's Insurance Reports.

14.3 Authority to Adjust Losses. Exclusive authority to adjust losses under policies hereafter in force pursuant to this article shall be vested in the Board of Directors, or its authorized representative.

14.4 Contribution. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

14.5 Owner's Additional Insurance. Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such way as to decrease the amount which the Board of Directors on behalf of all of the Owners may realize under any insurance policy which the Board of Directors may have in force on the Property at any particular time.

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14.6 Notification as to Improvements. Each Owner must notify the Board of Directors in writing of any improvement to his Unit, the value of which improvement is in excess of \$1,000.00.

14.7 Duty to File Copies of Individual Policies. Any Owner who obtains individual insurance policies covering any portion of the Property, other than personal property belonging to such Owner, shall file copies of such individual policy or policies with the Board of Directors within thirty (30) days after purchase of such insurance.

14.8 Provisions of Insurance Policies. The Board of Directors must secure insurance policies that will provide:

14.8.1 A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Owners and their respective servants, agents and guests;

14.8.2 That the master policy on the Property cannot be canceled, invalidated, or suspended on account of the conduct of any Owner, the Board of Directors or any member thereof, or an officer or employee of the Board of Directors without demand in writing 30 days prior to such cancellation, invalidation or suspension to the Board of Directors (and to the Institutional Holders) that the Board of Directors cure the defect and notice of the failure to do so within such period;

14.8.3 That any "no other insurance" clause in the master policy exclude individual owners' policies from consideration; and

14.8.4 That the insurer issue subpolicies specifying the portion of the master policy earmarked for each Owner's interest, and that until the insurer furnishes written notice and a grace period of 30 days to the Mortgagee insured under the loss payable clause thereof, the Mortgagee's coverage is neither jeopardized by the conduct of the Unit mortgagor-owner or the Association or other Owners, nor canceled for nonpayment of premiums.

14.9 Review of Insurance. At least annually the Board of Directors shall review all insurance carried by the Association and such review shall include an appraisal of all improvements to the Property by a representative of the insurance carrier writing the master policy.

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ARTICLE XV

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Damage and Destruction

15.1 Application of Insurance Proceeds. In case of fire, casualty, or other insured loss, the insurance proceeds of insurance policies covering such loss, if sufficient to reconstruct the buildings damaged or destroyed, shall be applied to such reconstruction. "Reconstruction" of the damaged or destroyed buildings, for purposes of this Article XV, means restoring the buildings to substantially the same condition in which they existed prior to such loss, with each Unit and the common elements having the same vertical and horizontal boundaries as before. Final approval of such reconstruction shall be made by the Board of Directors.

15.2 Procedure if Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed buildings, the damage to or destruction of such buildings shall be promptly repaired by the Board of Directors using the proceeds of insurance, if any, on the buildings for that purpose, and the Owners shall be liable for assessment for any deficiency. Such deficiency shall take into consideration with respect to any Owner's contribution, any individual policy insurance proceeds provided by such Owner.

15.3 Owner's Rights if Substantial Destruction of Properties. If three-fourths or more in value of all of the buildings on the Property are destroyed or substantially damaged, and if the Owners by a vote of at least three-fourths thereof decide, within sixty (60) days after such destruction or damage, not to make provision for repair, reconstruction or rebuilding of the damaged buildings, the Property shall be considered to be removed from the provisions of the Oregon Unit Ownership Law, with the legal consequences resulting therefrom as set forth in ORS 91.591 and 91.593. In such event, the Board of Directors shall file a notice of the decision of the Owners within the above-described 60-day period with the County Recorder of Multnomah County.

ARTICLE XVI

Condemnation

16.1 Taking of General Common Element(s) Only. If part of the Property is taken or condemned by any authority having the power of eminent domain such that no Unit nor any

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part thereof is taken, and no part of a limited common element to which a Unit has exclusive use is taken, then all compensation and damages for and on account of the taking of the common elements, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Board of Directors as trustee for all Owners and Mortgagees according to the loss or damages to their respective interests in such common elements. The Association, acting through its Board of Directors, shall have the right to act on behalf of the Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the common elements, without limitation on the right of the Owners, or any Mortgagee of any one or more Units, to represent their own interests. Such proceeds shall, subject to the prior rights of such Mortgagees, become part of the reserve funds of the Association. Nothing herein is to prevent Owners whose Units are specially affected by the taking or condemnation proceedings from joining in such proceeding and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to common elements. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between affected Owners, subject to the rights of Mortgagees of such Units, by the Board of Directors.

16.2 Taking of Unit or Portion of Limited Common Element(s). If part or all of the Property is taken or condemned by any authority having the power of eminent domain such that any Unit or a part thereof (including a limited common element) is taken, the Association shall act on behalf of the Owners with respect to common elements as set forth in the preceding paragraph, without limitation on the right of any Mortgagees of any one or more Units to represent their own interests, and the proceeds shall be payable as outlined therein. The Owners directly affected by such taking and their respective Mortgagees shall represent and negotiate for themselves with respect to the damages affecting their respective Units (including the taking of a limited common element). The awards so made shall, subject to the prior rights of Mortgagees, be used and distributed by the trustee first to restore the Units and limited common elements in the same manner as provided for restoration under Article XV hereof to the extent possible, attempting to rebuild buildings containing new units of the same number, size and basic plan as the Units taken, with any excess award distributed in accordance with the provisions of Article XV hereof. In the event the Board of Directors

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determines that such a taking so removes land and buildings containing Units that they cannot effectively be restored substantially in compliance with the building plans, and unless seventy-five percent (75%) of the Owners and Holders of First Mortgages encumbering seventy-five percent (75%) of the undivided interest in the common elements vote to accept an alternative plan, the Board of Directors shall submit the issue to arbitration in accordance with the then current rules of the American Arbitration Association for remedies with respect to the continued existence or reform of East Village Condominium, the division of the award as to the taken and remaining Units, and such other remedies as may be required, provided that no such award shall impair the validity or priority of or affect any rights or remedies of any Mortgagee.

ARTICLE XVII

Service of Process

17.1 The name of the person designated to receive service of process in the cases provided in ORS 91.5.3(1) is Joseph S. Voboril and his place of business within Multnomah County, Oregon is Tonkon, Torp & Galen, Attorneys at Law, 1010 Public Service Building, Portland, Oregon 97204.

ARTICLE XVIII

Personal Property

18.1 The Board of Directors may acquire and hold, for the benefit of the Owners, personal property of any description and may dispose of the same by sale or otherwise. The beneficial interest in such personal property shall be owned by the Owners in the same proportions as their respective interests in the general common elements, and shall not be transferable by an Owner except with the transfer of a Condominium. Transfer of a Condominium shall transfer ownership of the transferor's beneficial interest in such personal property to the transferee.

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ARTICLE XIX

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Voting Rights

19.1 Since each Owner, pursuant to Section 4.3 of this Declaration, has an equal interest in the common elements, each Owner shall have one vote for each Unit owned on which voting rights are provided by the Oregon Unit Ownership Law or the Bylaws. The Declarant shall be entitled to one vote with respect to each unsold Unit owned by Declarant. When there is more than one record owner of a Unit, all such owners may attend and participate in any meeting; but the vote for each Unit shall be exercised as the persons holding such interests shall determine between themselves, provided that in no event shall there be more than one vote cast with respect to any such Unit.

ARTICLE XX

Enforcement

20.1 The Association or any Owner shall have the right to enforce by any proceeding at law or equity all restrictions, conditions, covenants and reservations imposed by this Declaration, and a similar right shall exist with respect to recovery of damages for any such violation. In any suit or action contemplated by this section, the prevailing party shall be entitled, in addition to costs thereof, to such attorney's fees as may be awarded by the court in such suit or action, including attorney's fees on any appeal of a judgment or decree.

ARTICLE XXI

General Provisions

21.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose in creating a uniform plan for the development and operation of a condominium project.

21.2 Amendment.

(a) Except as otherwise provided herein, this Declaration may be amended by an instrument in writing signed and acknowledged by Owners holding seventy-five percent (75%) of the voting rights hereunder. The amendment, however, shall not be effective for any purpose until a copy thereof is approved by the Oregon Real Estate

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Commissioner, certified by the chairman and secretary of the Association, and recorded in the office of the recording officer of Multnomah County, Oregon.

(b) At any time during presales and prior to the transfer of possession and ownership of any Condominium to its Owner, Declarant shall have, and hereby reserves the right, with the consent of the Oregon Real Estate Commissioner, to amend, alter or withdraw this Declaration in whole or in part. Declarant's withdrawal of this Declaration in full shall relieve the real property of its submission to unit ownership under the Oregon Unit Ownership Law.

21.3 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not effect the validity or enforceability of any other provision hereof.

21.4 Gender and Captions. As used herein the masculine shall include the feminine and neuter as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way supplement or limit any of the provisions of this Declaration.

21.5 Effective Date. This Declaration shall take effect upon recording.

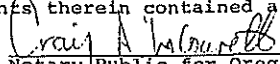
IN WITNESS WHEREOF, Wayne K. Russell has executed the foregoing Declaration as of the day and year hereinabove first set forth.


Wayne K. Russell
"DECLARANT"

STATE OF OREGON)
) ss.
County of Multnomah)

On this 24 day of December, 1979, personally appeared the above-named WAYNE K. RUSSELL and acknowledged the foregoing instrument to be his voluntary act and deed, and declared that the statements therein contained are true.

Before me:


Notary Public for Oregon
My commission expires: 12-11-81

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The foregoing Declaration is approved pursuant
to ORS 91.512 this 5th day of February, 1980.

WILLIAM F. GWINN
Real Estate Commissioner

By: Barbara Kang

The foregoing Declaration is approved this 21st
day of February, 1980.

Ernest M. [Signature]
Multnomah County Assessor
By:

THE foregoing Declaration is approved this 21st
day of February, 1980

Ernest M. [Signature]
Multnomah County Tax Collector
By:

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EXHIBIT "A"

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See Exhibit "B" surveyors certificate

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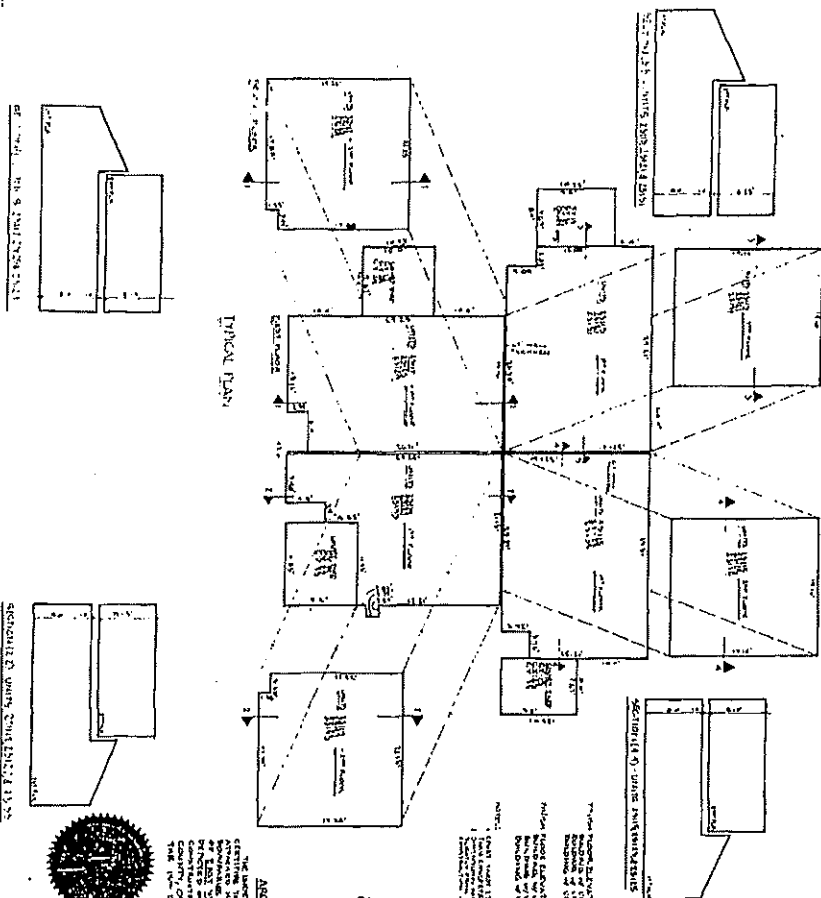
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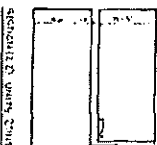
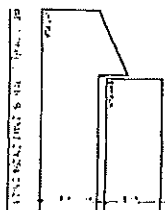
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EAST VILLAGE CONDOMINIUM



TYPICAL PLAN



ARCHITECT'S CERTIFICATE
I, the undersigned, a duly licensed architect, hereby certify that the above described plan and specifications for the East Village Condominium, as shown on the attached drawings, were prepared by me or under my direct supervision and that I am a duly licensed architect in the State of New York.

[Signature]
12-11-80
George A. [Signature]

RICHARD ARON
Architect
STATE OF NEW YORK

Exhibit "B"

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STATE OF OREGON
Multnomah County

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

1980 FEB 21 PM 3:46

RECORDED
MULTNOMAH CO. OREGON

In Book On Page
1421 793
Witness my hand and seal of office affixed.

Director
Department of Administration
Services

Rec-17 Deputy
J. J. J. J.

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