

After Recording Return to:
Scott Timberlake
3939 NE Hancock
Portland, OR 97212

BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF CARDINELL VIEW LOFTS CONDOMINIUM

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. Name and Location. These are the bylaws of the unincorporated ASSOCIATION OF UNIT OWNERS OF CARDINELL VIEW LOFTS CONDOMINIUM in the City of Portland, Multnomah County, Oregon, and has been submitted to the Oregon Condominium Act by a declaration filed simultaneously herewith entitled Declaration Submitting Cardinell View Lofts Condominium to Condominium Ownership (hereinafter "the Declaration"). The location of the condominium is more specifically described in the Declaration.

Section 2. Principal Office. The principal office of the Association shall be located at such address as may be designated by the Board of Directors from time to time.

Section 3. Purposes. This Association is formed under the provisions of the Oregon Condominium Act (hereinafter the 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.

Section 4. Applicability of Bylaws. The Association, all unit owners, and all persons using the condominium in any manner shall be subject to these Bylaws and to all rules and regulations which may be promulgated hereunder. In the event of any conflict between these Bylaws and the Declaration, the Declaration shall prevail except to the extent the declaration is inconsistent with the Act.

Section 5. Composition of Association. The Association shall be composed of all unit owners of the condominium, including the Declarant and the Association, itself, to the extent any of these own any unit or units of the condominium.

Section 6. Definitions. Except as otherwise provided herein, the definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

Section 7. Incorporation. Upon approval by a majority vote of the unit owners, the Association may be incorporated under the Oregon Non-Profit Corporation law. In such event, the Articles of Incorporation shall be consistent with the Declaration and these Bylaws, and these Bylaws shall constitute the Bylaws of the incorporated association.

ARTICLE II

ASSOCIATION MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Membership in the Association. Upon becoming legal owner or contract purchaser of a unit, said owner shall automatically be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason. Unit ownership shall be determined, for all purposes of the Bylaws and the administration of the property, from the record of unit ownership maintained by the Association. The Board of Directors may, at its discretion, require that a unit owner file with the Association satisfactory proof of ownership, including a copy of the deed to or land sale contract for his unit, to which shall be affixed the certificate of the recording office of the County of Multnomah, Oregon, showing the date and place of recording of such deed or contract. Notwithstanding the foregoing, the Declarant shall be the owner of previously unsold units, although no deed or land sale contract, with respect to such units, has been filed with the Association.

Section 2. Voting. The owners of each unit shall have one vote. The Declarant shall be entitled to vote as the unit owner of any and each previously unsold units. The Board of Directors shall be entitled to vote as to any units owned by the Association. Whenever any unit is owned by two or more persons jointly, according to the records of the Association, the vote of such unit may be exercised by any one of the owners then present, in the absence of protest by a co-owner or a valid court order establishes the authority of a co-owner to vote. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners or a valid court order establishing the authority of a co-owner to vote. In the event of disagreement among the co-owners, the votes of such unit shall be disregarded completely in determining the proportion of votes given with respect to such matter.

Section 3. Binding Vote; Percent of the Vote. The term "binding vote" shall mean more than fifty percent (50%) of the vote of the Members of the Association, present in person or by proxy, at a meeting at which a quorum is constituted. Such binding vote shall bind all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws. The term "percent of all votes" shall mean a percent of all the voting rights allocated to the units by the Declaration.

Section 4. Majority Vote. The term "majority vote" or "majority of unit owners" means more than fifty percent (50%) of the voting rights allocated to the units by the Declaration. The term "percent of all votes" shall mean a percent of all the voting rights allocated to the units by the Declaration.

Section 5. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of 20% of unit owners shall constitute a quorum. A subsequent joinder of a unit owner in the action taken at a meeting by signing and conferring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of the

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, as provided in Article III, Section 8 of these Bylaws.

Section 6. Proxies. A vote may be cast in person or by proxy, but not by absentee ballot. A proxy given by a unit owner to any person who represents such owner at meetings of the Association shall be in writing, and dated, and signed by such owner, and shall be filed with the Secretary. A unit owner may not revoke a proxy that has been granted except by actual notice of revocation given to the person presiding over the meeting or to the Board of Directions if a vote is being conducted by written ballot in lieu of a meeting. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one year after its date unless the proxy specifies a shorter term, and every proxy shall automatically cease upon sale of the unit by its owner. A unit owner may pledge or assign his voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the unit owner is entitled hereunder and to exercise the unit owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the Board of Directors. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

Section 7. Fiduciaries. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any unit owned or held by such person in such capacity, whether or not the same shall have been transferred to his name; provided, that he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee, holding such unit in such capacity.

Section 8. Authority to Vote. All unit owners shall be entitled to vote, and this shall be true if they have leased their premises to a third party. A unit owner's right to vote shall not be revoked.

ARTICLE III

MEETINGS OF THE MEMBERS OF THE ASSOCIATION

Section 1. Place of Meetings. Meetings of the Members of the Association shall be held at such suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 2. Informational Meetings. The initial meeting of the Members of the Association shall be the turnover meeting as provided below. However, prior to the meeting, the Declarant may call meetings of unit owners, formally or informally, for such purposes as Declarant deems necessary or appropriate.

Section 3. Transitional Committee. Within sixty (60) days of conveyance to persons other than the Declarant of fifty percent (50%) of the units in the Condominium, Declarant shall call a meeting of the unit owners for the purpose of forming a transitional committee. Notice of

this meeting shall be given to the unit owners consistent with the manner described in Section 7 below, at least 7 days but not more than 50 days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If the meeting is not called by Declarant within the time specified in this paragraph, the meeting may be called and notice given by a unit owner.

At the meeting the unit owners (other than the Declarant) shall select two members and Declarant shall select one representative to serve on the transitional committee. The members so selected shall serve until the turnover meeting described in Section 4 below; Declarant may change its representative on the committee from time to time. The transitional committee shall be advisory only. The function of the committee shall be that of enabling ease of transition from control of the administration of the Association by Declarant to control by the unit owners. The committee shall have access to the information, documents and records which the Declarant is required to turn over to the unit owners at the turnover meeting.

Declarant may, at its option, call the meeting to form a transitional committee prior to the date Declarant is required to do so. If Declarant has called the turnover meeting within 60 days of conveyance of the fifty percent (50%) of the units in the Condominium to persons other than Declarant, the Declarant need not form the transitional committee.

Section 4. Turnover Meeting. Within ninety (90) days of the earlier of: a) the date of conveyance to persons other than the Declarant of seventy-five percent (75%) of the units, or b) three years from the date the first unit is conveyed, the Declarant shall call a meeting of the unit owners, including Declarant. Declarant shall give notice of such meeting to each unit owner at least ten (10) but not more than fifty (50) days prior to the meeting and shall state the purpose and the time and place where the meeting is to be held. At such turnover meeting, the interim Board of Directors will resign and successor directors will be elected by the unit owners as provide in Article IV, Section 3, of these Bylaws. At such meeting the Declarant shall deliver to the Association such information and documents as may be required by the Act.

The Declarant may, at its option, call the turnover meeting prior to the time specified herein; if Declarant has not called a meeting within the time specified herein, the meeting may be called and notice given by any unit owner or any first mortgagee of a unit.

In order to facilitate an orderly transition, during the three-month period following the turnover meeting the Declarant or an informed representative shall be available to meet with the Board of Directors on at least three mutually acceptable dates to review the documents delivered to the Association.

Section 5. Annual Meeting. The Association shall hold at least one meeting of the unit owners each calendar year. The first annual meeting of the Members of the Association shall be the initial meeting; it shall be held approximately one year after the sale of the first unit and shall be set by action of the Board of Directors, unless the transitional committee or turnover meeting shall have occurred sooner. After the turnover meeting, successive annual meetings shall be held in approximately one year intervals following the turnover meeting and shall be set by

action of the Board of Directors. The date of successive annual meetings may be changed from time to time, but must be held annually. At such meetings members of the Board of Directors whose terms have expired shall be elected by the unit owners in accordance with the provisions of Article IV, Section 3, of these Bylaws. Additionally, the Board shall prepare and adopt an annual budget and shall prepare, review, and update the reserve study as required under ORS 100.175 at such meeting. The Members may also transact such other business of the Association as may properly come before them.

Section 6. Special Meetings. Special meetings of the association may be called by the Chairperson of the board of directors, a majority of the board of directors, or upon a petition signed by at least thirty percent (30%) of the unit owners, according to their voting rights, having been presented to the Secretary. Upon a special meeting having been called in such manner, the Board of Directors shall, by resolution, set the time and place for the special meeting, which may be by formal gathering or by written ballot. The notice of any special meeting shall comply with Section 7 below. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all the unit owners or as otherwise set out in these Bylaws.

Section 7. Notice of Meetings. Notices of meeting shall state whether the meeting is to be held at a formal gathering or by ballot, the time and place of the meeting, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, or any proposal to remove a director or officer fo the Association. It shall be the duty of the Secretary to either hand deliver or mail a notice of each meeting of the unit owners to each owner of record, at least ten (10) days but not more than fifty (50) days prior to such meeting or the date when ballots for a ballot meeting are required to be returned. The delivery or mailing shall be to the mailing address of the unit or to the address designated to the Secretary in writing by the unit owner. If unit ownership is split or the unit has been sold on a contract, notice shall be sent to a single address, of which the Secretary has been notified in writing by such parties. The Secretary shall also mail a copy of the notice to all mortgagees who have requested such notice. The mailing or actual delivery of a notice in the manner provided in this Section shall be considered notice served. Notice of a meeting may be waived by any unit owner before or after the meeting.

Section 8. Adjourned Meetings. If any gathering of Members is not a legal meeting because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty days from the time the original meeting was called. No notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place. The adjournment provisions of this Section do not apply to meetings by ballot.

Section 9. Rules of Order; Order of Business. Unless other rules of order are required by a resolution of the Association or its Board of Directors, meetings of the Association and the Board of Directors shall be conducted according to the latest edition of Robert's Rules of Order published by the Robert's Rules Association. A decision by the Association or the Board may not be challenged because the appropriate rules of order were not used unless a person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the

right to be heard was denied. A decision of the Association of the Board is deemed valid without regard to procedural errors related to the rules of order one year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

The order of business at meetings of the Members shall be as follows:

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

Section 10. Quorum. At all meetings of the Members of the Association, 20 percent of the persons entitled to vote who are present in person or by proxy at the beginning of the meeting shall constitute a quorum for the transaction of business.

Section 11. Written Ballot in Lieu of Meeting. At the discretion of the Board of Directors, any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Association member that is entitled to vote on the matter; notwithstanding the foregoing, the action by written ballot may not substitute for the turnover meeting, or for the annual meeting of the Association if more than a majority of units are the principal residences of the occupants. If the Board decides to utilize the written ballot, the Board shall comply with ORS 100.425.

ARTICLE IV

BOARD OF DIRECTORS QUALIFICATIONS, ELECTION, MEETINGS

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors composed of five(5) persons. All directors must be the owner or co-owner of a unit. 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. The qualifications for directors set forth herein do not apply to interim directors appointed by Declarant.

Section 2. Interim Directors. Upon the recording of the Declaration, the Declarant will appoint an interim board of one (1) director who shall serve until replaced by Declarant or until their successors have been elected by the unit owners as hereinafter provided.

Section 3. Election and Term of Office. At the turnover meeting, the interim directors shall resign and five successors shall be elected as herein provided. The term of office of one director shall be fixed at three (3) years, the term of office of two directors shall be two (2) years, and the term of office of two directors shall be one (1) year. Should more directors be added, the same sequential election terms shall apply as nearly as is practicable. At the expiration of the initial term of office of each director, his successor shall be elected to served three years. The directors shall hold office until their successors have been elected and hold their first meeting. Upon agreement by binding vote of the unit owners, the Board of Directors may be elected by a single ballot with each owner permitted to vote for five (5) nominees, the director receiving the largest number of votes serving for the three-year term, the directors receiving the second and third largest number of votes for the two-year term, and the director receiving the fourth and fifth largest number of votes for the one-year term.

Section 4. Vacancies; Removal. If a director fails to attend three consecutive meetings of the Board of Directors, such director shall be removed automatically and the vacancy shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, or by a sole remaining director. Each person so elected shall be a director until a successor is elected upon expiration of the term for which such person was elected by the other directors to serve. At any legal annual or special meeting, other than by ballot, any one or more of the directors, other than interim directors, may be removed with or without cause, by binding vote of the unit owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the unit owners may be given an opportunity to be heard at the meeting. Vacancies in the interim Board of Directors shall be filled by the Declarant.

Section 5. Open Meetings. All meetings of the Board of Directors shall be open to unit owners except that, in the discretion of the Board of Directors, the following matters may be considered in executive session: (a) consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation, or criminal matters; (b) personnel matters, including salary negotiations and employee discipline; (c) the negotiation of contacts with third parties; and (d) collection of unpaid assessments. Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board of Directors votes to meet in executive session, the President shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstance the deliberations can be disclosed to unit owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting. Notwithstanding any implication to the contrary in this Section, a contract or an action considered in executive session does not become effective unless the Board of Directors, following executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

Emergency meetings may be conducted as provided in Section 10 below. For other than emergency meetings, notice of the time and place of director's meetings shall be posted at a place or places on the condominium at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform unit owners of such meetings.

Notwithstanding that meetings are open, unit owners may not participate in the Board meetings without permission of the Board of Directors. As used in this Section 5, "meeting" means a convening of a quorum of members of the Board of Directors for the purpose of participating in litigation, mediation or arbitration proceedings. The meeting and notice requirements of this Section 5 may not be circumvented by chance or social meetings or by any other means.

Section 6. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally hold such meeting, providing a majority of the newly elected directors are present.

Section 7. Regular 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 directors.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the Chairperson or Secretary or on the written request of at least three (3) directors. Special meetings of the Board of Directors may be called on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which shall state the time, place, and purpose of the meeting.

Section 9. Emergency Meetings. In emergency situations, meetings of the Board of Directors may be conducted by telephonic communication. Such telephonic communication meetings may be carried on by means of a "conference call" in which each director may speak with any of the other directors. The directors shall keep telephone numbers on file with the Chairperson to be used for telephonic meetings.

Section 10. Waiver of Notice. Before, at, or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice to such directors shall be required, and any business may be transacted at such a meeting.

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

Section 12. Compensation of Directors. No director shall be compensated in any manner, except for out-of-pocket expenses not exceeding \$100 in any three (3) month period, unless such compensation is approved by binding vote of the Members of the Association.

ARTICLE V

ASSOCIATION RESPONSIBILITIES; BOARD OF DIRECTORS' POWERS AND DUTIES

Section 1. Association Responsibilities. The Association will have the responsibility of administering the condominium, approving the annual budget and financial statement, establishing and collecting assessments; arranging for the operating, management, and maintenance of the condominium, including negotiating and contracting with and supervising any person, persons, or business entity with respect to such matters; instituting, defending or intervening in litigation or proceedings in its own name or on behalf of two or more unit owners with respect to any cause of action relating to the condominium or more than one unit, and taking such other actions and exercising such other powers as are authorized by the provisions of the Act as the same may be amended from time to time.

Section 2. Board's Powers and Duties. The Board of Directors shall have all powers and duties necessary to carry out the responsibilities of the Association, including but not limited to those powers described in ORS 100.405, which are hereby incorporated by reference, and may do all such acts and things as are not, by law or by these Bylaws, directed to be exercised and done by the unit owners. Specifically and without limitation, the Board of Directors shall have authority to carry out and be responsible for the following matters:

- (a) Operation, care, upkeep, maintenance, repair, replacement and supervision of the general common elements and the limited common elements, except to the extent that this obligation is imposed on the unit owners in the Declaration or these Bylaws.
- (b) Determination of the amounts for operation, maintenance, repair, replacement of common elements supervision of the and other affairs of the Association; preparation and adoption of operating budgets; and setting assessments and individual assessments therefor in accordance with Article VII, Section 4.
- (c) Collection of assessments from the unit owners, both pro rata assessments and individual assessments. All assessments shall be deposited in a separate bank account, located within the state of Oregon, in the name of the Association.
- (d) Payment of all common expenses of the Association and institution and maintenance of a voucher system for such payment, which shall require a sufficient number of signatories on checks and vouchers thereon as shall be reasonably necessary to prevent any misuse of Association funds. All expenses of the Association shall be paid from the bank account of the Association.

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

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

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

(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. In any foreclosure action instituted by the Board of Directors, the Board shall enter a bid at the sale for the amount of the unpaid lien and costs and expenses incurred in such action. No other purchase of a unit can be undertaken unless the unit owners have authorized the purchase by majority vote.

(i) Selling, leasing, mortgaging, voting the votes appurtenant to, 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. At least annually, the Board of Directors shall review the insurance coverage of the Association.

(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 total cost will exceed the amount of \$2,500 unless the project has been approved by unanimous vote of the unit owners. This limitation shall not be applicable to repairs of maintenance undertaken pursuant to subparagraph (a) above.

(l) Executing, acknowledging, delivering, and recording on behalf of owners leases, easements, rights of ways, licenses and other similar interests affecting the general common elements or consenting to vacations of roads after the granting of such interests or consents has been approved by the unit owners as provided in the Declaration. A permit or authorization issued by the Board of Directors pursuant to authority granted to the Board under law, the Declaration, or the Bylaws may be recorded in the deed records of the county where the condominium is located, pursuant to ORS 100.405(10).

(m) Promulgation of rules and regulations governing the condominium and use thereof which shall be consistent with the restrictions set out in Article IX of these Bylaws.

(n) Enforcement by legal means or otherwise of the provisions of the Act, the Declaration, these Bylaws and any rules and regulations adopted hereunder.

(o) Annually cause to be filed the necessary income tax returns of the Association.

(p) Modifying, closing, removing, eliminating or discontinuing the use of a general common element facility or improvement or portion of the common element landscaping in accordance with ORS 100.405(9).

(q) Assigning the common element storage spaces located in the storage area to the unit owners.

Section 3. Reports and Audits; Record Keeping.

(a) The Board or its designee, shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting common elements, itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, and shall keep any other financial records sufficient for proper accounting purposes.

(b) Annual report consisting of a balance sheet and income statement for the preceding year shall be distributed by the Board of Directors to all unit owners, and to all mortgagees of units who have requested the same, within ninety (90) days after the end of each fiscal year. From time to time the Board of Directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association. At any time any unit owner or mortgagee may, at his own expense, cause an audit or inspection of the books and records of the Association.

(c) The Board of Directors shall maintain at all times, within the state of Oregon, the records and documents of the Association, including those received from Declarant at the turnover meeting. Such records and documents shall be retained, within the state of Oregon, for not less than the period specified for the record in ORS 65.771 or any other applicable law, except that: (i) the documents specified in ORS 100.210(5)(j), if received, must be retained as permanent records of the Association, and (ii) proxies and ballots must be retained for one year from the date of determination of the vote. Except as provided in Subsection (d) below, the documents, information, and records described in this Section 3 and all other records of the Association must be reasonably available for duplication by a unit owner or a mortgagee that makes the request in good faith and for a proper purpose. Upon written request of a prospective purchaser, such copies and documents shall be made available for duplication during reasonable hours. The Board may charge a reasonable fee for furnishing copies to a unit owner, mortgagee or prospective purchaser.

(d) Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern: (i) personnel matters relating to a specific identified person or a person's medical records; (ii) contracts, leases and other business transactions that are currently under negotiation to purchaser or provide goods or services; (iii) communications with legal counsel that relate to matters specified in subparagraphs (i) and (ii) above; (iv) disclosure of information in violation of law; (v) documents, correspondence or management or Board reports compiled for or on behalf of the Association or Board of Directors by its agents or committees for consideration by the Board of Directors in executive session held

in accordance with Article IV, Section 5 of these Bylaws; (vi) documents, correspondence or other matters considered by the Board of Directors in executive session held in accordance with Article IV, Section 5 of these Bylaws; (vii) files of individual owners, other than those of a requesting owner or requesting mortgagee of an individual owner, including any individual owner's file kept by or on behalf of the Association.

(e) Without limiting the provisions of Subsection (c) above, the Association shall maintain copies, suitable for duplication, of the Declaration and Bylaws (including amendments or supplements in effect), the recorded plat (if feasible), the Association's rules and regulations currently in effect, the most recent annual financial statement, the current operating budget of the Association, the reserve study, if any, and architectural standards and guidelines, if any. Within 10 business days of a written request by a unit owner for the foregoing information, the Association shall furnish the requested information.

(f) The Board of Directors, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplications of Association records and documents and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section 3, including Subsection (e). The fee may include reasonable personnel costs incurred to furnish the information.

(g) The Association shall provide, within ten (10) business days of receipt of a written request from a unit owner, a written statement that provides: (i) the amount of assessments due from that owner and unpaid at the time the request was received, including regular and special assessments, fines and other charges, accrued interest, and late payment charges, and (ii) the percentage rate at which interest accrues on assessments that are not paid when due, and (iii) the percentage rate used to calculate the charges for late payment or the amount of a fixed charge for late payment. Notwithstanding the foregoing, the Association is not requested to provide such written statement if the Association has commenced litigation by filing a complaint against the owner and the litigation is pending when the statement would otherwise be due. The Board may charge a reasonable fee for the preparation of such written statement.

(h) The Board of Directors, in the name of the Association, shall maintain current mailing address.

Section 4. Managing Agent. The Board of Directors may employ a managing agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties otherwise delegated to the Secretary or Treasurer in Article VI of these Bylaws. The managing agent shall have the right to contract with any unit owner, individually or collectively with other unit owners, for the management or lease of a particular unit or units.

Section 5. Annual Report. After the turnover meeting described in Article III, Section 4, has been held, the Board of Directors shall annually prepare and deliver to the Oregon Real Estate Agency, not later than the "report date", an annual report as provided in the Act. The

"report date" shall be the anniversary on which the Condominium Information Report was filed in the office of the Oregon Real Estate Agency. The annual report shall set forth:

- (a) The name of the Association;
- (b) The name of the condominium and the county in which the condominium is located;
- (c) The mailing address, including the street number, if any, and county of the Association;
- (d) The name and residence or business address, including the street and number, of the person designated as agent to receive service of process in cases provided in ORS 100.550(1) and any other legal proceeding relation to the condominium or Association; if the designated agent has been changed since the last annual report was filed, the report shall contain a statement that the new agent has consented to the appointment; and
- (e) The names and addresses of the Chairperson and Secretary of the Association.

Within thirty (30) days after there is a change in the information in a report, the Board or its designee shall prepare and deliver to the Oregon Real Estate Agency an amendment in accordance with the Act, which amendment shall set forth:

- (a) The name of the Association as shown on the current records of the Oregon Real Estate Agency;
- (b) The name of the condominium and county in which the condominium is located;
- (c) A statement of the information as changed; and
- (d) If the current designated agent is to be changed, the name of the new designated agent and residence or business address, including the street and number, and a statement that the new agent has consented to the appointment.

The reports and amendment shall be made on forms prescribed and furnished by the Oregon Real Estate Agency, shall be accompanied by one exact or conformed copy and the correct filing fee, shall contain information current as of thirty (30) days before delivery for filing, shall be executed by the designated agent and the Chairperson or Secretary of the Association and shall state beneath or opposite the signature the name of the person and the capacity in which the person signs; and shall contain any additional identifying information that the Oregon Real Estate Agency may require by rule.

Section 6. Legal Proceedings.

(a) Prior to Initiating Legal Proceedings. Before initiating litigation or an administrative proceeding in which the Association and a unit owner have an adversarial relationship, the party that intends to initiate litigation or an administrative proceeding shall offer to use any dispute resolution program available within Multnomah County that is in substantial compliance with the standards and guidelines adopted under ORS 36.175. The offer shall be in writing and must be hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party.

If the party receiving the offer does not accept the offer within 10 days after receipt of the written notice described above, the initiating party may, subject to the remaining provisions of this Section 6, commence the litigation or the administrative proceeding. The notice of acceptance of the offer to participate in the program must contain the name, address, and telephone number of the body administering the qualified dispute resolution program selected by the accepting party.

If an offer to use the program is not made as required above, litigation or an administrative action is stayed under this paragraph, both parties shall participate in the dispute resolution process.

Unless a stay has been granted as described above, if the dispute resolution process is not completed within 30 days after receipt of the initial offer, the initiating party may, subject to the remaining provisions of this Section 6, commence litigation or an administrative proceeding without regard to whether the dispute resolution is completed.

Once made, the decision of the court or administrative body arising from litigation or an administrative proceeding may not be set aside on the grounds that an offer to use a dispute resolution program was not made.

The requirements of the foregoing Subsection (a) do not apply to circumstances in which irreparable harm to a party will occur due to delay or to litigation or an administrative proceeding initiated to collect assessments, other than assessments attributable to fines.

(b) Initiating or Defending in Legal Proceedings. Subject to Subsection (a) above, the Association, through its Board of Directors, may:

- (i) Defend against any claims, proceedings or actions brought against it;
- (ii) Subject to the notice set forth in Subsection (iii) below, initiate or intervene in litigation or administrative proceedings in its own name, and without joining the individual unit owners, in the following: (A) matters relating to the collection of assessments and the enforcement of governing documents of the condominium; (B) matters arising out of contracts to the Association is a party; (c) actions seeking equitable or other nonmonetary relief regarding matters that affect the

common interest of the unit owners, including but not limited to the abatement of nuisance; (D) matters relating to or affecting common elements, including but not limited to actions for damage, destruction, impairment or loss of use of any common element; (E) matters relating to or affecting the units or interest of unit owners including but not limited to damage, destruction, impairment or loss of use of a unit or portion thereof, if resulting from a nuisance or a defect in or damage to a common element, or required to facilitate repair to any common element; and (F) any other matter to which the Association has standing under law or pursuant to the Declaration or Bylaws.

- (iii) At least ten (10) days prior to instituting any litigation or administrative proceeding to recover damages under Subsection (F) above, the Association shall provide written notice to each affected owner of the Association's intent to seek damages on behalf of the owner. The notice shall be mailed to the mailing address of each unit or to the mailing addresses designated by the unit owners in writing to the Association. The notice shall, at a minimum: (A) inform each owner of the general nature of the litigation or proceeding; (B) describe the specific nature of the damages to be sought on the owner's behalf; (C) set forth the terms under which the Association is willing to seek damages on the owner's behalf; including any mechanism proposed for the determination and distribution of any damages recovered; (D) inform each owner of the owner's right not to have the damages sought on the owner's behalf and specify the procedure for exercising the right; and (E) inform the owner that exercising the owner's right not to have damages sought on the owner's behalf relieves the Association of its duty to reimburse or indemnify the owner for the damages does not relieve the owner from the owner's obligation to pay dues or assessments relating to the litigation or proceeding, does not impair any easement owned or possessed by the Association, and does not interfere with the Association's right to make repairs to common elements.
- (iv) Within ten (10) days of mailing the notice described in Subsection (iii) above, any owner may request in writing that the Association not seek damages with regard to the objecting owner's unit or interest and shall be relieved of any duty to reimburse or indemnify the owner of damages under the litigation or proceeding.
- (c) Legal Proceedings Not Obligatory. Notwithstanding any implication to the contrary in this Section 6, the Association shall not be required to institute, defend or intervene in proceedings in its own name or on behalf of two or more unit owners with respect to any cause of action relating to the condominium or more than one unit, and the Board of Directors failure to do so shall not be deemed a breach of fiduciary duty.
- (d) Unit Owner Vote Required. Notwithstanding any provision to the contrary in this Section or elsewhere in these Bylaws, and in addition to the requirements set forth above, except for legal action to collect delinquent assessments or to foreclose liens filed with respect thereto, the Board of Directors shall not institute legal action against third parties or unit owners unless

such legal action has first been approved by seventy-five percent (75%) of all votes of the unit owners.

ARTICLE VI

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a Chairperson, who shall be a member of the Board of Directors, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Chairperson shall be a unit owner. The Secretary and Treasurer need not be unit owners.

The Board may appoint an Assistant Treasurer and an Assistant Secretary, and any such other officers as in their judgment may be necessary or desirable.

Section 2. Election of Officers. The officers of the Association shall be elected by the Board of Directors at the organizational meeting of each new Board or any Board meeting thereafter, and shall hold office at the pleasure of the Board. If any office shall become vacant, the Board of Directors shall elect a successor to fill the unexpired term at any regular meeting of the Board of Directors, or at any special meeting of the Board called for that purpose.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for that purpose.

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

Section 5. Secretary. The Secretary shall keep the minutes of all the meetings of the Association and shall retain the documents, information, and records delivered to the Association under ORS 100.210. He shall maintain a copy, suitable for duplication, of the following: (a) the Declaration, Bylaws, Association rules and regulations and any amendments or supplements thereto; (b) the most recent annual financial statement; and (c) the current operating budget of the Association. He shall attend to the giving and serving of all notices to the unit owners and directors. He shall have charge of such records of the Association as the Board may direct; and he shall, in general, perform all the duties incident to the office of secretary and as may be required by the directors. All such records shall be retained by the Secretary within the State of Oregon and shall be reasonably available for examination by a unit owner and any mortgagee of a unit.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the preparation of all required financial statements. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall perform all other duties incident to the office of Treasurer and as may be required by the directors.

Section 7. Directors as Officers. Any director may be an officer of the Association.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by binding vote of the unit owners.

ARTICLE VII

EXPENSES AND ASSESSMENTS

Section 1. Assessments.

(a) All unit owners are obligated to pay assessments imposed by the Board of Directors to meet all the common expenses and for such other reasons and purposes as provided in the Bylaws. The term "assessment", as used in the Declaration or Bylaws, means any charge imposed or levied by the Association on or against a unit owner or unit pursuant to the Declaration, the Bylaws, or the Act. Assessments may not be waived due to limited or nonuse of common elements or abandonment of a unit. A unit owner may not claim an offset against an assessment for failure of the Association to perform its obligations.

(b) All assessments shall be deposited in one or more separate bank accounts, located within the state of Oregon, in the name of the Association. All expenses shall be paid from the Association's bank account, except those for which Declarant is responsible to Section 2(b) below.

(c) Each unit purchaser, including the initial purchaser, shall have paid to the Association a special assessment at the closing of the purchase of the unit, equal to two months actual or estimated assessments of the unit. The special assessment is not a prepayment of regular monthly assessments, but is in the nature of a working capital assessment. Declarant shall open a separate account or otherwise segregate those funds, shall not spend any portion thereof, and shall turn over the records of such funds at the turnover meeting. After the turnover meeting, the Board of Directors may use those funds to purchase equipment or supplies or other property for the Association, or for such other purpose of the Board, in its discretion, shall deem appropriate.

Section 2. Deferring Commencement of Assessments.

(a) Except as provided in Subsection (b) below and Section 5 of this Article, from the date of conveyance of the first unit, the Declarant shall pay (i) assessments due for common expenses on all unsold units; and (ii) assessments due for reserves on all unsold units.

(b) Except with respect to reserves described in Section 5 of this Article, Declarant may elect to defer commencement of all or part of common expense assessments as to all units in the condominium. If Declarant so elects to defer commencement of all or part of common expense assessments, Declarant shall pay as they accrue and be responsible for all or part of the common expenses attributable to the condominium for which assessments have been deferred, until assessments commence for all common expenses. Declarant shall give not less than ten (10) days written notice to all affected unit owners prior to the commencement of common expense assessments if such a deferral occurs.

(c) With respect to reserves described in Section 5 of this Article, reserve assessments do not begin to accrue until after Declarant has conveyed the first unit in the condominium to persons other than Declarant. Thereafter, Declarant may elect to defer payment of accrued assessments for reserves for a unit until the date the unit is conveyed; however, the Declarant may not defer payment of accrued assessments for reserves beyond the date of the turnover meeting, or, if a turnover meeting is not held, the date that the unit owners assume administrative control of the Association; and in any event, election by Declarant to defer payment of such accrued assessments shall be limited to a period of three years from the date the Declaration is recorded. The Declarant shall pay reserves, including any deferred reserves, within 30 days of the date they are due. The books and records of the Association shall reflect the amount the Declarant owes for all reserve account assessments.

Section 3. Determination of Common Expenses. Common expenses shall include:

- (a) Expenses of administration.
- (b) Expenses of maintenance, repair or replacement of common elements.
- (c) Cost of insurance or bonds obtained in accordance with these Bylaws.
- (d) Cost of funding reserves.
- (e) Any deficit in common expenses for any prior period.
- (f) Utilities for the common elements and other utilities with a common meter or commonly billed.
- (g) Any other items properly chargeable as an expense of the Association or property assessed against a unit owner or owners as provided herein.

- (h) Any other items agreed upon as common expenses by all unit owners.

Section 4. Annual Budget. The initial budget and estimated assessment shall be determined by Declarant. The budget and assessment shall thereafter be determined by the Board of Directors. The Board shall from time to time, and at least annually, estimate the expenses to be incurred during the coming year or fiscal period, adopt the annual budget for such year or period, and determine the annual assessment and any special assessments to be paid during such year to period. Account shall be taken of any expected income and any surplus available from the prior year's operations. The budget may provide for reserves for working capital and unexpected contingencies. Within 30 days after adopting the annual budget, the Board of Directors shall provide a summary of the budget to all unit owners and shall notify the unit owners of the annual and special assessments and when such assessments are due and payable; annual assessment shall be payable in monthly installments. If any sums estimated and budgeted for any purpose prove inadequate for any reason (including a unit owner's failure to pay assessments for any reason) the Board may at any time levy a further assessment. If the Board of Directors shall fail for any reason to adopt an annual budget, the last adopted budget shall continue in effect.

Section 5. Reserve Accounts for Replacement of Common Elements. The initial budget determined by Declarant shall make provision for a reserve account or accounts for replacement of those common elements which will normally require replacement in more than three (3) and less than thirty (30) years and for exterior painting of the common elements, if the common elements include exterior painted surfaces, and for such items (if any) as may be required by the Declaration or these Bylaws (including the 30-year plan described below) or that the Board, in its discretion, may deem appropriate. The amount assessed shall take into account the estimated remaining life of such items and the current replacement cost thereof.

The amount of payments to the reserve account shall be adjusted at regular intervals to recognize changes in current replacement costs over time. At least annually, the Board shall conduct a reserve study, or review and update an existing study of the common elements to determine the reserve account requirements and may adjust the amount of payments in accordance with the study or review, and/or provide for other reserve items that the Board, in its discretion, may deem appropriate. At least once every three years as part of the reserve study review or update, the Board shall engage a professional inspector (a person such as an architect, engineer, or licensed home inspector who regularly inspects condominiums or similar properties) to inspect common elements and issue a written report.

The reserve study shall include:

- (1) Identification of all items for which reserves are to be established;
- (2) The estimated useful life of each item as of the date of the reserve study;
- (3) An estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and

(4) A 30-year plan for the maintenance, repair and replacement of common elements and association property with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair, and replacement schedule. The 30-year plan shall comply with the requirements of ORS 100.175.

The Board of Directors shall, within 30 days after conducting the reserve study, or review or update thereof, provide to every unit owner a written summary of the reserve study and of any revisions to the 30-year plan adopted by the Board of Directors as a result of the reserve study.

The reserve account must be funded by assessments against the individual unit assessed for maintenance of items for which the reserve account is established. For example, if a unit or units are assessed separately for maintenance of a particular limited or general common element, the same unit or units will be assessed separately for any reserve account established for that particular limited or general common element.

The assessment for the reserve account will accrue from the time of the conveyance of the first individual unit assessed; however, Declarant may elect to defer payment of the accrued assessment for any unsold unit until the time of conveyance of that unit.

The reserve account shall be established in the name of the Association. It is to be used only for replacement of common elements and shall be kept separate from the general operating account of the Association. However, after the turnover meeting, if the Board of Directors has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds, the Board may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary services or high seasonal demands. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period. Restrictions on the use of the reserve account do not prohibit its prudent investment subject to any constraints on investment of Association funds imposed by rules of the Association.

Following turnover, the Association may: (1) on an annual basis, elect not to fund the reserve account described in this Section 5 by unanimous vote of the unit owners, or (2) elect to reduce or increase future assessments for the reserve account described in Section 5 by an affirmative vote of at least 75 percent of the unit owners.

Section 6. Special Assessments for Capital Improvements. In the case of any duly authorized capital improvements to the common elements, the Board of Directors may establish separate assessments for the same and maintain the proceeds from such assessments in separate accounts.

Section 7. Assessments Allocated to Each Unit; Individual Assessments. Except where otherwise provided, all unit owners shall be assessed in accordance with the undivided interest in the common elements allocated to each unit by the Declaration. However, unit owners may be assessed additional amounts individually for common expenses incurred through such unit

owner's fault or direction. Further, unit owners may be assessed additional amounts individually for fines, charges and expenses in the process of collection of assessments and enforcement of the Declaration, Bylaws, and rules and regulations pursuant to Article VIII, and as otherwise provided in these Bylaws.

Section 8. Omission of Budget and Assessments. In the event of the omission by the Board before the expiration of any fiscal year to fix the budget, to estimate the expenses, and/or to determine the assessment for the forthcoming year shall not be deemed a waiver or modification in any respect of the provision of these Bylaws, or a release of the unit owner from the obligation to pay the assessment or any installment thereof; the last adopted budget shall continue in effect and assessments fixed for the preceding year and any unpaid portions of prior special assessments shall continue until new assessments are fixed.

Section 9. Debt Obligation; Installment; Interest. Each assessment shall be the joint and several obligation of the owner or owners of the unit as of the time it is assessed. Assessments shall be paid monthly. Any assessment or installment thereof unpaid when due shall be delinquent and shall bear interest at twelve percent (12%) per annum from its due date until paid.

Section 10. Association's Lien Against Unit. The Association, upon complying with ORS 100.450 or as the same may be amended, shall have a lien upon the individual unit and undivided interest in the common elements appertaining to such unit for any unpaid assessments and interest. The lien shall be prior to all other liens or encumbrances upon the unit except:

- (a) tax assessment liens, and
- (b) a prior mortgage or trust deed of record.
- (c) notwithstanding subparagraph (b) above, the Association's lien shall also be prior to the lien of any prior mortgage or trust deed of record for the unit and the undivided interest in the common elements if:
 - (1) The Association has given the lender under the mortgage or trust deed ninety (90) days prior written notice that the owner of the unit is in default in payment of an assessment. The notice shall contain: (i) name of the borrower; (ii) recording date and recording information of the trust deed or mortgage; (iii) name of condominium, unit owner and unit identification; and (iv) amount of unpaid assessment; the notice must also set forth the following in 10-point type: "NOTICE: The lien of the Association may become prior to that of the lender pursuant to ORS 100.450"; and
 - (2) The lender has not initiated judicial action to foreclose the mortgage or requested an issuance of a trustee's notice of sale under the trust deed or accepted a deed in lieu of foreclosure in the circumstances described in Section 11 of this Article prior to the expiration of ninety (90) days following the notice by the Association; and

- (3) The Association has provided the lender, upon request, with copies of any liens filed on the unit, a statement of the assessments and interest remaining unpaid on the unit and other documents which the lender may reasonably request; and
- (4) The borrower is in default under the terms of the mortgage or trust deed as to principal and interest; and
- (5) A copy of the notice has been verified, filed and recorded in the manner prescribed in 100.450(3); and
- (6) The holder of any mortgage or trust deed of record affecting the property when the Declaration is recorded executes a separate subordination of the holder's interest to the declaration which is attached as an exhibit and which states that the holder understands that the declaration subordinates the holder's lien to the assessment lien of the Association.

Section 11. Deed in Lieu of Foreclosure. A deed in lieu of foreclosure accepted by the holder of a first mortgage or the beneficiary of a first deed of trust in respect to a unit shall have the effect of extinguishing a lien of the Association filed to secure unpaid assessments in the following circumstances:

(a) Written notice has been given to the Association, addressed to the individual authorized to accept service of process, sent by first class mail, return receipt requested, notifying the Association of the mortgagee or beneficiary's intent to accept a deed in lieu of foreclosure and stating that the lien of the Association may be extinguished in the circumstances specified in this section; and

(b) The deed in lieu of foreclosure is recorded not later than thirty (30) days after the date of notice is mailed to the Association.

Any assessment lien filed by the Association after receipt of the notice described above and less than thirty (30) days before the deed in lieu of foreclosure is recorded, shall also be extinguished without further notice or action.

Section 12. Transferee's Liability for Unpaid Share of Common Expenses.

(a) Where the purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage or trust deed, such purchaser, his successors and assigns, shall not be liable for any unpaid assessments against such unit or its owner which became due prior to the acquisition of title to such unit by such purchaser. Such unpaid assessments shall be a common expense of all the unit owners including such purchaser, his successors and assigns.

(b) 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 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 unit owner or owner's agent, for the benefit of a prospective purchaser, the Board of Directors shall make and deliver a written statement of the unpaid assessments against the prospective grantor or the unit effective through the date specified in the statement, and the grantee in that case shall not be liable for, nor shall the unit when conveyed be subject to lien filed thereafter, for any unpaid assessments against the grantor not included in the written statement.

Section 13. Statement of Common Expenses and Assessments. The Board of Directors shall provide any unit owner who makes a request in writing with a written statement of his unpaid assessments within 10 business days of receipt of the written request.

Section 14. Declarant's Obligation to Pay Assessments. The Declarant shall pay assessments due for operating expenses and for reserves on all unsold units from the date of conveyance of the first unit of the Condominium. The Declarant may defer payment of accrued assessments for reserves for a unit until the earlier of (a) the date the unit is conveyed; (b) the date of the turnover meeting; or the date the owners assume administrative control of the Association.

ARTICLE VIII

COLLECTION OF ASSESSMENTS; ENFORCEMENT

Section 1. Compliance With Declaration, Bylaws, Rules and Regulations. Each unit owner shall comply with the Declaration, Bylaws, and rules and regulations adopted pursuant thereto, as well as with such other covenants, conditions and restrictions contained in the deed to the unit. Failure to comply therewith shall be ground for action maintainable by the Association or by an aggrieved unit owner.

Section 2. Authority to Enforce and Collect. The Board of Directors, on behalf of the Association, shall take prompt action against any violator to enforce the provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto, including prompt action to collect any unpaid assessment. In doing so, the Board may exercise one or more of the remedies, separately, or concurrently, specified in this Article, as well as any other remedies which may be available at law or in equity.

Section 3. Abatement and Enjoining of Violations. In the event of the violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto, the Board of Directors shall have the right to:

(a) enter the unit or limited common element in which or as to which such violation exists and summarily abate and remove, at the expense of the unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the

documents (except that judicial proceedings must be instituted before items of construction can be altered or demolished), and the Board and its agents shall not thereby be deemed guilty of any manner of trespass; and/or

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

Section 4. Late Charges; Fines. The Board may, if it deems appropriate, impose charges for late payments of assessment, attorney fees for collection of assessments, and, after giving written notice and opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and rules and regulations adopted pursuant thereto, provided that the charge imposed or fine levied by the Association must be based on a resolution that is adopted by the Board or the Association that is delivered to each unit; either by mailing to the mailing address of each unit or mailed to the mailing addresses designated by the owners in writing.

Section 5. Acceleration of Assessment. In the event that an owner fails to pay an installment of an assessment when it is due, the Board may, after ten (10) days notice, declare the defaulting unit owner's entire annual or special assessment due immediately and interest thereafter shall accrue on the entire assessment at twelve percent per annum until paid.

Section 6. Foreclosure of Lien Against Unit; Appointment of Receiver; Power to Bid at Foreclosure Sale. The Board of Directors, on behalf of the Association, may bring suit to foreclose the lien against the unit pursuant to ORS 100.450. In any such foreclosure suit, the unit owner shall be required to pay reasonable rental for the unit. The plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect the rent. The Board of Directors, acting on behalf of the unit owners shall have the power to bid for the unit at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same, subject to the restrictions in Article V, Section 2(h).

Section 7. Action to Obtain and Recover a Money Judgment. The Board of Directors, on behalf of the Association, may bring an action to obtain a money judgement against a unit owner for damages and/or for unpaid assessments. An action to recover a money judgement for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same referred to in Article VII, Section 10 of these Bylaws. At least 10 days prior to instituting any litigation or administrative proceeding, the Association shall give written notice to each affected unit owner in compliance with ORS 100.490.

Section 8. Termination of Utility Services or Access to Facilities. The Board of Directors may adopt rules regarding the termination of utility services paid for out of assessments of the Association and access to and use of recreational or service facilities available to unit owners and, after giving notice and an opportunity to be heard, terminate the rights of any owners to receive such benefits or services until the correction of any violation covered by such rule has occurred.

Section 9. Attorney's Fees. In addition to any other provision in the Bylaws with respect to attorney fees, in any suit brought by the Association to foreclose its lien, collect delinquent

assessments, or to enforce compliance with terms and provisions of the Act, the Declaration or Bylaws, all amendments or supplements thereto, or any rules or regulations adopted thereunder, the prevailing party shall be entitled to recover reasonable attorney fees therein and in any appeal therefrom. The Board shall be entitled to assess the delinquent unit owner, as an individual assessment, an amount equal to the actual attorney's fees the Board has incurred in collecting or attempting to collect delinquent assessments, whether or not suit or action is filed; the Board shall provide the delinquent unit owner with written notice of the amount of attorney's fees that have been incurred within sixty (60) days after incurring them.

ARTICLE IX

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

Section 1. Maintenance and Repair.

- (a) Each unit owner must perform promptly all cleaning, maintenance and repair work within his own unit, which if omitted would affect the common elements of the condominium or a part thereof belonging to other unit owners, and shall be responsible for the damages and liabilities that his failure to do so may cause pursuant to Article X, Section 7.
- (b) Each unit owner shall be responsible for the repair, maintenance, or replacement of windows, doors, and any plumbing, heating or air conditioning fixtures, telephones, water heaters, fans, lighting fixtures and lamps, fireplaces and flues, refrigerators, dishwashers, ranges, ovens, or other appliances and accessories that may be in or connected with his unit, regardless of whether such items are designated common elements; provided however, that the Association shall be responsible for exterior caulking and sealing around the exterior doors and windows.
- (c) The owner of Unit 103 shall maintain the yard and patio reserved to his unit in reasonably safe, clean and sanitary condition.
- (d) The owners of Units 801 and 802 shall maintain the decks reserved to their units in reasonably safe, clean and sanitary condition.
- (e) All unit owners whose units are reserved a parking space shall maintain the parking space in reasonably safe, clean and sanitary condition. Additionally, the parking spaces may only be occupied by operable vehicles which fit within the designated parking spaces.
- (f) The owners of Units 304, 404, 504, 604 and 704 shall maintain the hallway closets reserved to their units in reasonably safe, clean and sanitary condition. Additionally, the owners of these units agree to provide the Association, other units owners and/or the appropriate service provider with access to the cable box and mechanical shafts that are accessible from the hallway closets when reasonably necessary.
- (g) All unit owners to whom a storage space is assigned by the Board of Directors

agree to maintain their storage space in reasonably safe, clean and sanitary condition.

(h) A unit owner shall promptly reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through his fault or at his direction, as provided in Article X, Section 7, of the Bylaws.

(i) All other maintenance, repair and replacement to the general and limited common elements shall be made by the Association, and as regarding General Common Elements, shall be charged to all unit owners as a common expense, and, as regarding Limited Common Elements, shall be charged to the benefitted unit owner.

Section 2. Use of Units; Internal Changes; Alterations.

(a) All units shall be used for residential purposes only. All common elements shall be used in a manner conducive to the residential purposes of the units. A unit owner shall be permitted to lease or rent his unit or any part thereof to others as provided in Section 5.3 of the Declaration. Any lease or rental agreement shall provide that the terms of said agreement shall be subject to the provisions of the Declaration, Bylaws, and rules and regulations adopted by the Board of Directors and that any failure by the tenant to comply with the terms of such documents shall be a default under said agreement. A unit owner may be assessed individually for common expenses incurred through such tenant's fault or direction and for fines, charges and expenses incurred in enforcing the Declaration, Bylaws, and rules and regulations with respect to such tenant. All such agreements that provide for a tenancy in excess of one month shall be in writing, and copies shall be given to the Board of Directors.

(b) A unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness or safety of the condominium, reduce the value thereof, 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. Subject to this limitation, however, a unit owner may make any improvements or alterations to his unit that do not impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium.

Section 3. Use of the Common Elements. 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. Subject to limitations contained in these Bylaws, a unit owner may use the common elements in accordance with the purposes for which they are intended; but a unit owner may not hinder or encroach upon the lawful rights of the other unit owners.

Section 4. Relocation of Boundaries.

(a) The boundaries between adjoining units, including any intervening common elements, may be relocated or eliminated by an amendment to the Declaration. The owners of the affected units shall submit to the Board of Directors a proposed amendment which shall identify the units involved, state any reallocations of common element interest, voting rights,

common expense liability and right to common profits and contain words of conveyance. The Board of Directors shall approve the amendment unless it determines within forty-five (45) days that the reallocations are unreasonable or the relocation or elimination will impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium.

(b) The Board of Directors may require the owners of the affected units to submit an opinion of a registered architect or registered professional engineer that the proposed relocation of the condominium or elimination will not impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium.

(c) The Board of Directors or any agent appointed by the Board of Directors may supervise the work necessary to effect the boundary relocation or elimination.

(d) The amendment shall be executed by the owners and mortgagees or trust deed beneficiaries of the affected units, certified by the Chairperson and Secretary of the Association and approved and recorded in accordance with ORS 100.135(1)(b).

(e) A plat necessary to show the altered boundaries between the adjoining units shall be in accordance with ORS 100.115.

(f) Any expenses incurred under this Section shall be charged to the owners of the units requesting the boundary relocation or elimination.

Section 5. Rules of Conduct. The following rules of conduct apply to all unit owners and all other persons using the condominium in any manner.

(a) Without prior written approval of the Board of Directors, no advertisements, posters, or signs of any kind shall be displayed in public view on or from any unit or the common elements except signs used by the Declarant to advertise units for sale or lease.

(b) All persons shall exercise extreme care about creating disturbances, making noises, or using musical instruments, radios, televisions, and amplifiers that may disturb other residents.

(c) No exotic animals shall be kept or permitted in any portion of the condominium, and no pets of any kind shall be raised, kept or permitted within the condominium, or any part thereof, for commercial purposes. Pet owners shall at all times strictly comply with any and all municipal or other laws and regulations relating to pets, including leash and licensing laws. No pet owner shall permit his pet to bark or otherwise annoy, by any unreasonable behavior, other unit owners. After sending two notices in writing to the unit owner of violations of any provision of this Section, the Board shall have the right to require removal of a pet from the condominium.

(d) No garbage, trash or other waste shall be deposited or maintained on any part of the common elements except areas or containers designated for such items.

(e) Except as otherwise provided by law, no person shall install wiring for electrical or telephone installation antenna, machines or air conditioning units, or similar devices on the exterior of the condominium or cause them to protrude through the walls or the roof of the condominium except as authorized by the Board of Directors.

(f) No exterior window guards, awnings, or shades, or exterior lights or noise making devices shall be installed without the prior consent of the Board of Directors.

(g) No commercial activities of any kind shall be carried on in any unit or in any other portion of the condominium without the consent of the Board of Directors and except for activities relating to the rental or sale of units. This provision, however, shall not be construed so as to prevent or prohibit a unit owner from maintaining his professional personal library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or occasionally conferring business or professional associates, clients or customers, in his unit.

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

(i) No person shall carry on any criminal activities in the condominium.

(j) The owners of units 103, 801 and 802 are permitted to barbeque on their respective patio or decks. The use of barbeques shall not be permitted on any other portion of the condominium, except in areas, if any, designated for barbeques by the Board of Directors.

Section 6. Additional Rules Adopted by Board of Directors. In addition, the Board of Directors from time to time may adopt, modify, or revoke such other 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. Upon the written request of at least thirty percent (30%) of the unit owners, any such rule or regulation shall be voted on by the unit owners at a meeting of the Association or by written ballot, and such rule or regulation may be modified or repealed by binding vote of the unit owners. 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.

ARTICLE X

INSURANCE AND BONDS

Section 1. Insurance ("Master Policy"). For the benefit of the Association and the unit owners, the Board of Directors shall secure and maintain the following insurance coverage and shall pay for the same out of the common expense funds.

(a) Fire and Extended Coverage. A policy or policies of property insurance equal to full replacement value (i.e., one hundred percent (100%) of current "replacement" cost) exclusive of land, foundation, excavation, and other items normally excluded from coverage of a condominium project, but including all buildings, units, service equipment and the like and any fixture or equipment within an individual unit which is financed under a mortgage, with an Agreed Amount and Inflation Guard Endorsement or its equivalent, if available. Such policy or policies shall name the Declarant, the Association, and the unit owners as insureds and shall provide for a separate loss payable in favor of all mortgagees, their successors and assigns. Such policy or policies shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and by vandalism and malicious mischief. Such policy or policies may provide protection against loss or damage from earthquake, windstorm, water damage, and such other risks as are customarily covered in similar condominium projects. Such policy or policies shall be with an insurer with a policy holder's rating of at least B and a financial rating of not less than III (or as an alternative an A general) under Best's Insurance Reports. In no event shall such policy or policies have a deductible clause in excess of One Thousand Dollars (\$1,000) per unit. The Board of Directors shall obtain, if reasonably possible, a policy or policies that provide a waiver of subrogation by the insurer as to any claims against the Board of Directors, any unit owner or any guest of a unit owner.

(b) Liability Coverage. A comprehensive policy or policies insuring the Association, the unit owners individually, the Board of Directors, and the manager, if any, against liability to the public, the unit owners, and their invitees or tenants, incident to the ownership, supervision, control or use of the property. There may be excluded from the policy required under this paragraph, coverage of a unit owner, other than coverage as a member of the Association or Board of Directors, for liability arising out of acts or omissions of that unit owner and liability incident to the ownership or use of the part of the property as to which that unit owner has the exclusive use or occupancy. Liability insurance required under this paragraph shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement providing that the rights of a named insured under the policy shall not be prejudice any action against another named insured. Limits of liability under such insurance policy shall not be less than One Million Dollars (\$1,000,000) on a combined single limit basis.

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

Section 2. Policy Provision. The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

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

(b) A provision that the policies cannot be canceled or substantially modified without at least ten (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 policy.

(c) A provision that the master policy is primary in the event a unit owner has other insurance covering the same loss.

Section 3. Fidelity Coverage. The Board of Directors shall secure and maintain in the name of the Association as obligee, fidelity insurance to protect the Association against dishonest acts by its officers, directors, trustees and employees, and all others who shall be responsible for handling the funds of the Association; the cost of said fidelity coverage shall be a common expense.

Section 4. Directors and Officers Liability. The Board may secure and maintain directors and officers liability insurance for the directors and officers of the Association; the cost of said fidelity coverage shall be a common expense.

Section 5. Settlement of Loss. All losses under policies described shall be settled exclusively with the Board of Directors or its authorized representative. Proceeds of the policies shall be paid to the Association as trustee for the unit owners, or, upon demand of any mortgagee, to an insurance trustee acceptable to the Association and mortgagees of units.

Section 6. Unit Owner's Obligations. Each unit owner shall be responsible for obtaining, at his own expense, insurance covering under Section 1(b); provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way so as to decrease the amount which the Board of Directors, on behalf of the Association and all unit owners, may realize under any insurance policy which the Board of Directors may have in force at any particular time. Additionally, each unit owner must inform the Board of Directors of all improvements made by such owner to his unit which have a value in excess of Five Hundred Dollars (\$500), so that the Board of Directors may make any desired adjustments in insurance coverage.

Section 7. Unit Owner's Reimbursement. A unit owner shall promptly reimburse the Association for any expenditures incurred or replacing any portions of the common elements or units that are damaged or lost through his fault or at his direction where such damage or loss is not covered by insurance policies carried by the Association for the owner's and Association's benefit; if such damage or loss is covered by said policies, the unit owner will promptly pay all amounts that would otherwise be paid by the Association pursuant to the deductible clause of

said policies. All such amounts to be reimbursed or paid by a unit owner shall be deemed an individual assessment imposed on that unit owner.

Section 8. Review of Insurance Policies; Additional Insurance. At least annually, the Board of Directors shall review all insurance carried by the Association, which review shall include an appraisal of all improvements made to the condominium by a representative of the insurance carrier writing the policy or policies specified in Section 1. The Board may obtain such additional insurance coverage as it deems necessary or appropriate from time to time, for the benefit of the Association, the unit owners, and mortgagees. The Board may adjust the deductible and may make such other adjustments in coverage as are permitted by the Act (and as are approved by a majority of unit owners if such adjustments require amendments to these Bylaws).

ARTICLE XI

DAMAGE AND DESTRUCTION

Section 1. Insurance Proceeds Sufficient to Cover Loss. In case of fire, casualty or any other damage and destruction, the insurance proceeds of the master policy, if sufficient to reconstruct the property damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the damaged or destroyed property, as used in this paragraph, means restoring the property to substantially the same condition in which it existed prior to the fire, casualty, or disaster, with each unit and the common element having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished under the direction of the Board of Directors or its designee.

Section 2. Insurance Proceed Insufficient to Cover Loss. If the insurance proceeds are insufficient to reconstruct the damaged property, the damage to, or destruction of, such property, shall be promptly repaired and restored by the manager or Board of Directors, using the proceeds of the insurance, if any, on such property for that purpose, and all the unit owners shall be liable for assessment for any deficiency for such reconstruction, such deficiency to take into consideration as the unit owner's contribution any individual policy insurance proceeds provided by each owner. Provided, however, if seventy-five percent (75%) or more in value of all the property is destroyed or substantially damaged and if the unit owners, by ninety percent vote (90%) or more of all votes agree that the property shall not be repaired, reconstructed or rebuilt, then the property shall be considered removed from the provisions of the Oregon Condominium Act, and:

(a) The property shall be deemed to be owned in common by all the unit owners;

(b) The respective interest of a unit owner shall be the total of the fair market value of his unit and common element interest appertaining to such unit immediately before termination of the condominium. The proportion of any unit owner's interest to that of all unit owners shall be determined by dividing the fair market value of that unit owner's unit and common element interest by the total fair market values of all units and common element

interests. The fair market value of each unit and common element interest appertaining to such unit shall be determined by:

- (i) Agreement of all unit owners; or
- (ii) An independent appraiser selected by the Board of Directors. The decision of the appraiser shall be distributed to the unit owners and shall become final unless within fifteen (15) days after the distribution, the Board of Directors receives written objection from the unit owners holding at least twenty-five percent (25%) of all the votes. In such event, a new appraiser shall be selected by the presiding judge of the circuit court of Multnomah County. Such appraiser's decision shall be final.
- (c) All costs and expenses incurred under this Section shall be common expenses.
- (d) In the event any part of the property has been damaged or destroyed, the appraiser may use any available data and information pertaining to the condominium including, but not limited to, building plans, prior appraisals and information on file with governmental authorities.
- (e) Liens affecting any unit shall be liens, in accordance with the then existing priorities, against the undivided interest of the unit owner property owned in common.
- (f) Removal of the property, or any portion thereof, from the provisions of the Act shall comply with ORS 100.605 and other applicable statutes.
- (g) The property shall be subject to an action for partition at the suit of any unit owner. If a decree of partition orders the sale of the property, the net proceeds of sale, together with the net proceeds of the policies of insurance on the property, if any, shall be considered as one fund and shall be divided among the unit owners and (their mortgagees as their interests may appear) in proportion to the unit owners' respective undivided interests as determined under ORS 100.600 and 100.610 after first paying out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

ARTICLE XII

CONDEMNATION

The Board of Directors shall have the sole authority to negotiate with any public or private body or person having the power of eminent domain and to sue or defend in any litigation involving such bodies or persons with respect to the common elements of the condominium and shall assist any unit owner whose unit or part thereof is the subject of any condemnation or eminent domain proceeding. Prompt written notice of any such proceeding shall be given to the unit owners and their mortgagees. With respect to a taking of the common

elements or any part thereof, the Board of Directors shall arrange for the repair or restoration of said common elements out of the proceeds of the award unless the unit owners, by ninety percent (90%) or more of all votes, agree not to repair or restore said common elements. In that event, the Board of Directors shall disburse the net proceeds of such award to the unit owners (and their mortgagees as their interests may appear) according to the formula and procedure prescribed herein Article XI, Section 2. Removal of the property, or any portion thereof, from the provisions of the Act shall comply with ORS 100.605 and other applicable statutes.

ARTICLE XIII

AMENDMENTS TO BYLAWS

Amendments to the Bylaws may be proposed by any director on the Board of Directors or by at least thirty percent (30%) of the unit owners. The Bylaws may be amended by majority approval of the unit owners; provided however:

(1) Any amendment which relates to age restrictions, pet restrictions, limitations on the number of people who may occupy units, and limitations on the rental or leasing of units must be approved by members of the Association holding at least seventy-five percent (75%) of all the votes; and

(2) Declarant's written consent to any amendment shall be required until such time as seventy-five (75%) of the total number of units which the Declarant may submit to the condominium have been conveyed to persons other than the Declarant; and

(3) Declarant's written consent shall be required to any amendment which would limit or diminish any special declarant's right until such time as Declarant waives in writing this right of consent; and

(4) In addition to obtaining approval as set forth above, any amendment which relates to the use or occupancy of any commercial/residential unit must be separately approved by a majority of a subset of the unit owners, comprised of all commercial/residential unit owners.

Prior to the recordation of such amendment, the Association will submit the proposed Amended Bylaws or Amendment to a Bylaw to the Oregon State Real Estate Commissioner for approval in accordance with the Act. If approved, said amendments shall be recorded in Multnomah County. The Commissioner's approval is not required for an amendment to the Bylaws adopted five (5) years after the Bylaws are initially recorded.

ARTICLE XIV

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

The Association shall indemnify any director, officer, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that he is or was a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgements, fines, and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action, proceeding, or appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had no interest in the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to seek reimbursement of any such payment, should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a director, officer, employee, or agent shall have a right of contribution over and against all other directors, officers, employees, or agents and members of the Association who participated with or benefitted from the acts which created said liability.

ARTICLE XV

MISCELLANEOUS

Section 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 designated from time to time. All notices to any unit owner shall be sent to such address as may have been designated from time to time, in writing, to the Board of Directors, or if no address has been designated then to the owner's unit.

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

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

It is hereby certified that these Bylaws have been adopted by Declarant and will be recorded in the Deed Records of Multnomah County, together with the Declaration for said condominium, after said Declaration is approved by the Real Estate Commissioner's Office and the Assessor of said County.

DATED this 11th day of May, 2007

Cardinell Investments LLC

By: [Signature]
Name: Scott Timberlake
Title: Manager

Cardinell Pereira LLC

By: [Signature]
Name: Valerium Pereira
Title: Manager and Member

Cardinell MM LLC

By: [Signature]
Name: Martin C. Muller,
Title: Manager

Flarc Real Estate Investments, LLC

By: [Signature]
Name: Floyd Sklaver
Title: Manager and Member

e&co LLC

By: [Signature]
Name: William Okief
Title: Manager and Member

C & CO - Bertha LLC

By: [Signature]
Name: William Okief
Title: Manager and Member

Cardinell WO LLC

By: [Signature] WO
Name: Valerium Pereira
Title: Authorized Agent
[Signature]

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of May, 2007 before me personally appeared Scott Timberlake as Manager and Member of Cardinell Investments LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L Asder
Notary Public for Oregon
My Commission expires: 9/9/07

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of May, 2007 before me personally appeared Valerium Pereira as Manager and Member of Cardinell Pereira LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L Asder
Notary Public for Oregon
My Commission expires: 9/9/07

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of May, 2007 before me personally appeared Martin C. Muller as Manager and Member of Cardinell MM LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L Asder
Notary Public for Oregon
My Commission expires: 9/9/07

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of May, 2007 before me personally appeared Floyd Sklaver as Manager and Member of Flarc Real Estate Investments, LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L Asder
Notary Public for Oregon
My Commission expires: 9/9/07

STATE OF OREGON)
) ss.
County of Multnomah)

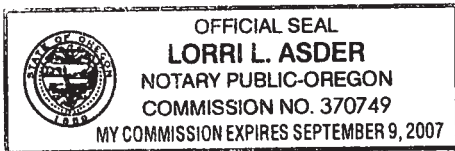
On this 11th day of May, 2007 before me personally appeared William Okief as Manager and Member of C & CO LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L Asder
Notary Public for Oregon
My Commission expires: 9/9/07

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of May, 2007 before me personally appeared William Okief as Manager and Member of C & CO - Bertha LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L Asder
Notary Public for Oregon
My Commission expires: 9/9/07

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of May, 2007 before me personally appeared Valerium Pereira, as Authorized Agent of Cardinell WO LLC, who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L Asder
Notary Public for Oregon
My Commission expires: 9/9/07