

EXHIBIT B

BYLAWS

After Recording, Return to:

Etruscan Ventures, LLC
4017 SW Downs View Ct.
Portland, OR 97221

**BYLAWS OF
MULTNOMAH CORNER CONDOMINIUMS**

**Exhibit B
to Declaration for Multnomah Corner Condominiums**

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**BYLAWS
OF
MULTNOMAH CORNER CONDOMINIUMS**

**ARTICLE 1
PLAN OF CONDOMINIUM OWNERSHIP**

1.1 Name and Location. These are the Bylaws of Multnomah Corner Condominiums, located in the City of Portland, Multnomah County, Oregon. The Multnomah Corner Condominiums has been submitted to the provisions of ORS 100.005 et seq., the Oregon Condominium Act, by the Declaration for Multnomah Corner Condominiums ("**Declaration**") recorded simultaneously with these Bylaws.

1.2 Bylaws Applicability. The provisions of these Bylaws are applicable to the Multnomah Corner Condominiums Association ("**Association**") and the entire management structure thereof.

1.3 Personal Application. All present or future owners, tenants, future tenants or their employees, or any other person that might use the facilities of the Condominium in any manner, are subject to the regulations set forth in these Bylaws. The acquisition, occupancy, or rental of any of the Units of the Condominium or the mere act of occupancy of any such Units will constitute acceptance and ratification of these Bylaws and agreement to comply with all the provisions hereof.

1.4 Definitions. Except as otherwise provided below, the terms herein shall have the meaning set forth in the Oregon Condominium Act, ORS 100.005 et seq., as supplemented by the Declaration, and said statute and definitions are incorporated herein by this reference.

**ARTICLE 2
ASSOCIATION MEMBERSHIP, VOTING,
MAJORITY OF OWNERS, QUORUM, PROXIES**

2.1 Membership in the Association. On recordation of a conveyance or contract to convey a Unit, the grantee or purchaser named in such conveyance or contract shall automatically be a member of the Association and shall remain a member of the Association until such person's ownership ceases for any reason. For all purposes of the Declaration and the administration of the Condominium, Unit ownership shall be determined on the basis of the records maintained by the Association. The record shall be established by the Unit owner filing with the Association a copy of the deed to or land sale contract for his Unit, to which shall be affixed the certificate of the recording officer of Multnomah County, Oregon, showing the date and place of recording of such deed or contract. No person shall be recognized as a Unit owner unless a copy of the deed or contract showing him to be the current owner or contract purchaser of a Unit has been filed with the Association as provided above. Notwithstanding the foregoing, Declarant shall be the owner of all previously unsold

Units, although no deed or land sale contract, with respect to such Units, has been filed with the Association.

2.2 Voting. The owner or co-owner of each Unit shall be entitled to one vote per Unit. The calling and conducting of meetings of the Association and the exercise of voting rights shall be controlled by Articles 2 and 3 of the Bylaws.

2.3 Majority of Owners. As used in these Bylaws, the term *majority of owners* shall mean those owners holding over 50% of the voting rights allocated to the Unit owners in accordance with the Declaration and Section 2.2 above. *Majority of owners present* shall mean owners holding over 50% of the votes present at any legal meeting as defined in Section 2.8 hereof.

2.4 Quorum. Except as otherwise provided in these Bylaws, the presence in person, by proxy, or by ballot of owners holding 20% or more of the outstanding voting rights in the Condominium, as defined in Section 2.2 hereof, shall constitute a quorum.

2.5 Proxies; Ballots. Votes may be cast in person, by proxy, or by written or electronic ballot. Proxies must be filed with the secretary of the Association (the "Secretary") or to a member of the Board of Directors before or during the appointed meeting. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. Unless withdrawn, a proxy given to another person to vote at a specific meeting also shall be valid at an adjourned meeting called under the provisions of Section 3.8 hereof. In the sole discretion of the Board of Directors, a meeting of the Association may be held by ballot rather than at a formal gathering. Ballots for such meeting must be properly executed and returned in sufficient quantity to constitute a quorum and/or to pass the proposal(s) specifically propounded on the ballot. Procedures for meetings by ballot shall comply with the Oregon Condominium Act (ORS 100.005 *et seq*) as may be amended from time to time and Section 3.9 of these Bylaws. Proxies and ballots must be signed and dated and shall be retained by the Association for one year from the date of determination of the vote.

2.6 Authority to Vote. All owners, including those who have leased their premises to a third party, shall be entitled to vote. An owner's right to vote may not be revoked. A purchaser under a land sale contract who is entitled to immediate possession of the Unit shall be deemed to be the owner thereof unless otherwise provided in such contract.

2.7 Fiduciaries and Joint Owners. An executor, administrator, guardian, or trustee may vote or grant consent, in person, by proxy or by ballot, at any meeting of the Association with respect to any Unit owned or held by him or her in such capacity, whether or not the specific right has been transferred to his or her name; provided, that he or she shall satisfy the Secretary that he or she is the executor, administrator, guardian, or trustee, holding such Unit in such capacity. Whenever any Unit is owned by two or more persons jointly according to the records of the Association, the vote of such Unit may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such

protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of such disagreement and such protest, the vote of such Unit shall be disregarded completely in determining the proportion of votes given with respect to such matter.

2.8 Actions by Association; Legal Meeting. Except as otherwise provided in the Declaration, the Articles of Incorporation, these Bylaws, the Oregon Condominium Act or the Oregon Nonprofit Corporation Act, decisions and resolutions of the Association shall require approval by a majority of owners present at any legal meeting. For purposes of these Bylaws, a legal meeting is one duly called pursuant to these Bylaws at which a quorum is present in person or by proxy, at a ballot meeting where the number of owners casting written ballots constitutes a quorum.

ARTICLE 3 **ADMINISTRATION**

3.1 Association Responsibilities. The owners of the Units constitute the members of the Association which, through its Board of Directors, has the responsibility of administering the project, approving the annual budget, establishing and collecting assessments, and arranging for the operation, management, and maintenance of the Condominium, including negotiating and contracting with and supervising any person, persons, or business entity with respect to such matters. The Association shall be incorporated as an Oregon nonprofit corporation. Unless otherwise provided in the Declaration or these Bylaws, the responsibility for maintenance, repair and replacement of the common elements is the responsibility of the Association. The cost of maintenance, repair and replacement is a common expense of the Association.

3.2 Place of Meetings. Formal meetings of the Association shall be held at the principal office of the Condominium or such other place that is convenient to the owners as may be designated by the Board of Directors. The outcome of a ballot meeting shall be determined by the Board of Directors within 48 hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within 48 hours of the postponed date. Each Unit owner shall be notified within 10 days after the ballots have been counted, by mail or other delivery of written notice, of the results of the ballot meeting or that a quorum of ballots was not returned.

3.3 Turnover Meeting. The turnover meeting (which shall constitute the initial organizational meeting) shall be held within 90 days after the earlier of the following: the date on which 50% of the Units that Declarant has reserved the right to create have been conveyed to persons other than Declarant or the date on which three years have elapsed since the first conveyance of a Unit to someone other than Declarant. The turnover meeting shall be called by notice to all Unit owners of the time, place, and purpose thereof not less than 10, nor more than 50, days before the meeting. If such meeting is not called by Declarant within the time specified, the meeting may be called and notice given by a Unit owner or any first mortgagee of a Unit.

At the turnover meeting, Declarant shall relinquish control of the administration of the Association and the Unit owners shall assume such control and shall elect a board of directors ("**Board of Directors**") in accordance with the provisions of Article 4 of these Bylaws. If a quorum of the unit owners is present, the unit owners shall elect not fewer than the number of directors sufficient to constitute a quorum of the board of directors in accordance with the declaration or bylaws of the condominium.

Additionally, Declarant shall deliver to the Association those items specified in the Oregon Condominium Act to be turned over by the Declarant at the turnover meeting. 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 as required by the Oregon Condominium Act and as referred to above. The turnover meeting may not be conducted by written or electronic ballot.

3.4 Annual Meetings. The first annual meeting of the Association shall be held during the calendar year following the calendar year during which the turnover meeting is held, and its date shall be set by action of the Board of Directors. This meeting, the date of which may be changed from time to time, at the discretion of the Board of Directors, must be held annually under the rules and regulations as set forth in the Bylaws. At such meetings, new members of the Board of Directors shall be elected by the owners in accordance with the requirements of Section 4.6 of these Bylaws, to replace those directors whose terms have expired. The owners may also transact such other business of the Association as may properly come before them. Annual meetings of the Association may not be conducted by written ballot. If a majority of the Units are not principal residences, annual meetings may be conducted by written or electronic in compliance with Section 2.5 above.

3.5 Special Meetings. Special meetings of the Association may be called by the president of the Association ("**President**"), a majority of the Board of Directors, or on the presentation to the Secretary of a petition signed by 10% of the owners. All meetings called because of petition of Unit owners shall be held at a formal gathering and not by ballot, and shall be held within 60 days after receipt of the petition. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business, except as stated in the notice therefor, shall be transacted at a special meeting unless by consent of all the owners of the Units or as otherwise set forth in these Bylaws. A special meeting to remove a director may not be held by written or electronic ballot.

3.6 Notice of Meetings. The Secretary shall mail by first-class or certified mail, or shall hand-deliver, a notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held, to each owner of record at least 10, but not more than 50, days before such meeting or the date when ballots for a ballot meeting are required to be returned. The Secretary shall hand-deliver, or mail by first-class or certified mail, written ballots for ballot meetings to each owner of record not less than 20 days before the date on which such ballots must be received by the Association in order to be counted. The mailing shall be to the owner's address last given to the Secretary in writing by the Unit

owner or his vendee. 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. If no address has been given to the Secretary in writing, then mailing to the Condominium Unit shall be sufficient. The mailing of a notice in the manner provided in this Section shall be considered notice served. If the unit owners request a special meeting and the Association does not give notice of the special meeting within thirty (30) days after the written request is delivered to the Secretary, any one of the unit owners who signed the request may set the time and place of the meeting and give notice thereof. At the discretion of the Board of Directors, this notice may be transmitted electronically via e-mail or facsimile or such other electronic communication deemed reasonable by the Board.

3.7 Adjourned Meetings. If any gathering of owners 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 48 hours nor more than 20 days from the time the original meeting was called. The Board of Directors may postpone the date for counting the ballots of a ballot meeting, in one or more postponements, for up to 90 days after the originally scheduled ballot return date if a quorum of ballots has not been returned and/or for matters on which a certain percentage approval is required and that vote has not been received nor have sufficient votes in opposition been received to negate such approval. Provided, however, if a secret ballot is required, secrecy envelopes may not be examined prior to counting the vote.

3.8 Ballot Meetings. Unless prohibited or limited by the Articles of Incorporation of the Association, any action that may be taken at any annual or special meeting of the Unit owners may be taken without a meeting if the Association delivers a written ballot to every Unit owner entitled to vote on the matter. Such ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. A proposed action shall be deemed to be approved by written ballot when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The Board must provide owners with at least 10 days' notice as required by ORS 100.425(2)(b) before written ballots are mailed or otherwise delivered. If, at least three days before written ballots are scheduled to be mailed or otherwise distributed, at least 10% of the owners petition the Board requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the owner and instructions for making and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed. At the discretion of the Board of Directors, the posting of an electronic ballot may be permitted. If an electronic ballot is posted to a website, a notice of the posting shall be sent to each unit owner and shall contain instructions on obtaining access to the same.

3.9 Order of Business. The order of business at all meetings of the owners of Units shall be as follows unless the Board of Directors sets a different agenda:

- 3.9.1 Roll call.
- 3.9.2 Proof of notice of meeting or waiver of notice.
- 3.9.3 Reading of minutes of the preceding meeting.
- 3.9.4 Reports of officers.
- 3.9.5 Reports of committees.
- 3.9.6 Election of inspectors of election.
- 3.9.7 Election of directors.
- 3.9.8 Unfinished business.
- 3.9.9 New business.

ARTICLE 4 **BOARD OF DIRECTORS**

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three persons, each of whom must be an owner or a co-owner of a Unit. Provided, however, that if a Unit is owned by more than one owner, only one owner of that Unit may serve on the Board of Directors at any one time. An officer or employee of a corporation, a trustee of a trust, a personal representative of an estate, or an employee of a trust or estate may serve on the Board of Directors if such corporation, trust, or estate owns a Unit.

4.2 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association 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 owners.

4.3 Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall have authority to carry out and shall be responsible for the following matters:

4.3.1 Caring for, maintaining, and supervising the management of the Condominium, Association property, if any, the general common elements, the limited common elements for which the Association has maintenance and/or landscaping responsibilities, and assigning, supervising assignments, or approving any assignment of the use of any common element, general or limited, as may be required by the Declaration.

4.3.2 Establishing and maintaining replacement reserve accounts and other reserves, as required by the Oregon Condominium Act or these Bylaws and such other reserve accounts as are permitted by these Bylaws.

- 4.3.3 Designating and collecting regular and special assessments from the owners, in accordance with these Bylaws, the Declaration, and the Oregon Condominium Act.
- 4.3.4 Establishing a budget for payment of all common expenses of the Association and instituting and maintaining a system for such payment as may be reasonably necessary to prevent any misuse of Association funds.
- 4.3.5 Obtaining and maintaining insurance policies and paying premiums therefor out of the common expense funds with respect to both the common elements and individual Units as more specifically provided in Article 3 of these Bylaws.
- 4.3.6 Designating and dismissing the personnel necessary for the maintenance and operation of the Condominium, the general common elements, and the limited common elements, if any.
- 4.3.7 Causing the preparation and distribution of annual financial statements of the Condominium to each of the Unit owners as more specifically provided in Article 12 of these Bylaws.
- 4.3.8 Adopting and amending administrative rules and regulations governing the details of operation and use of the common elements and the Units and the administration of the Association, including a fine schedule for violations of these Bylaws, the Declaration or any rules or regulations promulgated thereunder. Provided, however, that any such rules or regulations always shall be subject to rescission or amendment by the Association on a majority vote of owners present at any properly called meeting at which a quorum is present.
- 4.3.9 Causing the Association to comply with ORS 100.480 relating to maintenance within the State of Oregon of documents delivered to the Association by Declarant, depositing all assessments in a separate bank account in the name of the Association, payment of all expenses of the Association from the Association's bank account, and maintenance and distribution of financial statements and to maintain copies suitable for duplication of the following: the Declaration, the Articles of Incorporation, the Bylaws, the Association rules and regulations and any amendments thereto, the most recent annual financial statement, and the current operating budget of the Association. Further, the Board of Directors shall cause to be maintained and kept current the information required to enable the Association to comply with ORS 100.480(7).
- 4.3.10 Causing the Association to file an Annual Report with the Oregon Real Estate Agency, as provided in ORS 100.250 and ORS 100.260.
- 4.3.11 Causing the Association to file the necessary tax returns of the Association.
- 4.3.12 Establishing and maintaining a current mailing address for the Association.

4.4 Management Agent. The Board of Directors may employ a management 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 listed in Section 4.3 hereof. Any such management contract must be cancelable without penalty upon 90 days' written notice. Any management contract entered into by Declarant before the turnover meeting may be canceled by the Board of Directors elected at the turnover meeting upon 30 days' written notice given not later than 60 days after the turnover meeting.

4.5 Interim Directors. On the filing of the Declaration submitting the Condominium to the Oregon Condominium Act, Declarant shall appoint an interim board of one to three directors (who need not be owners of Units), who shall serve until replaced by the Declarant or their successors have been elected by the Unit owners at the turnover meeting as hereinafter provided.

4.6 Election and Term of Office. At the turnover meeting, on agreement by vote of the owners, the Board of Directors may be elected by a single ballot, with each owner permitted to vote for three nominees. In such event, the nominee receiving the highest number of votes shall be a Director serving a three-year term, the nominee receiving the second highest number of votes shall be a Director serving a two-year term, and the nominee receiving the fewest votes shall be a Director serving a one-year term. At the expiration of the initial term of office of each respective Director, a successor shall be elected to a term of three years. The Association may increase or decrease the number of Directors and length of terms for which each is elected on amendment of this Section 4.

4.7 Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled for the balance of the term of each directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until the person's successor is elected on expiration of the term for which such person was elected by the other Directors to serve.

4.8 Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one or more of the Directors may be removed with or without cause, by a majority vote of owners and a successor may be then and there elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. Any Director or Directors who fail(s) to attend three successive meetings of the Board of Directors which have been properly called, or who has failed to attend more than one-third of the Board of Directors meetings during a 12-month period which have been properly called, may be removed by a majority of the remaining Directors.

4.9 Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days after its election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice need be given to

the newly elected Directors to hold such meeting legally, providing that a majority of the newly elected Directors are present.

4.10 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 the Directors, but shall be held no less often than quarterly. Notice of regular meetings of the Board of Directors may be called by the President on three days' notice to each Director, given personally or by mail, telephone, facsimile, telegraph, or other similarly reliable method, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting.

4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President or Secretary or on the written request of at least three Directors. Special meetings of the Board of Directors may be called on three days' notice to each Director, given personally or by mail, telephone, facsimile, or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting.

4.12 Waiver of Notice to Directors. 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 the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by the Director of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting.

4.13 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 a majority of the Directors shall be the acts of the Board of Directors. A majority of those present may adjourn a meeting of the Board of Directors at which less than a quorum is present.

4.14 Board of Directors' Meetings Open to All Association Members. Except as provided in Section 4.15, all meetings of the Board of Directors shall be open to all members of the Association. No Association member shall have a right to participate in the Board of Directors' meetings unless such member is also a member of the Board of Directors. The President shall have authority to exclude any Association member who disrupts the proceedings at a meeting of the Board of Directors.

4.15 Executive Session. At the discretion of the Board, the following matters may be considered in executive sessions:

- (a) Consultation with legal counsel concerning rights and duties of the Association regarding existing or potential litigation or criminal matters;
- (b) Personnel matters, including salary negotiations and employee discipline;
- (c) Negotiations of contracts with third parties;

- (d) Collection of assessments; and
- (e) Any other matters for which the Oregon Condominium Act permits.

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 presiding officer of the Board of directors shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion, or decision to meet in executive session must be included in the minutes of the meeting. A contract or an action considered in executive session does not become effective unless the Board of Directors, following the 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.

4.16 Notice to Association Members of Board of Directors' Meetings. For other than emergency meetings, notice of Board of Directors' meetings shall be posted at a place on the Condominium property at least three days before the meeting or notice otherwise shall be provided to each member of the Association in a manner that is reasonably calculated to inform each member of such meetings. The posting of such notices shall be at a reasonable location which has been generally publicized to the Unit owners.

4.17 Emergency Meetings. In the event of an emergency, Board of Directors meetings may be conducted by telephonic communication or by the use of a means of communication that allows all Board members participating to hear each other simultaneously or otherwise to be able to communicate during the meeting, such as by e-mail. No notice to either Directors or Association members shall be required for such meetings of the Board of Directors to be held for any emergency action. Provided, however, that no such meeting shall occur unless at least 66 1/3% of the Board of Directors participate in the same and after an attempt has been made to reach each Director.

4.18 Compensation of Directors. No Director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by a majority vote of the Unit owners.

ARTICLE 5 **OFFICERS**

5.1 Designation. The principal officers of the Association shall be a president, a secretary, and a treasurer, all of whom shall be elected by the Directors. The Directors may appoint an assistant treasurer and an assistant secretary and any such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association may 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.

5.3 Removal of Officers. On 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 the officer's successor shall be elected at any regular or special meeting of the Board of Directors.

5.4 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties that are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; the Secretary shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all the duties incident to the office of secretary.

5.6 Treasurer. The treasurer of the Association ("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. The Treasurer 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.

5.7 Directors as Officers. Any Director may be an officer of the Association.

ARTICLE 6

OBLIGATIONS OF THE OWNERS

6.1 Assessments. All owners shall be obligated to pay assessments imposed by the Association to meet all the Condominium's common expenses, which shall include, but are not limited to, premiums for insurance required or permitted under Article 8 of these Bylaws. In the discretion of the Board of Directors, the assessments may be made payable semiannually, quarterly, or monthly. An annual assessment shall be charged beginning when Declarant first conveys a Unit to a Unit owner. Prior to such time, Declarant shall pay all operating expenses of the Condominium. All of the reserve accounts set up pursuant to these Bylaws shall be funded by allocation and payment from the assessment of Unit owners. The assessment of all Unit owners who may be benefited by expenditure of reserve funds may be increased as necessary, so the reserve fund in question can be maintained in an amount sufficient to meet the needs for which such fund was established.

Except as otherwise provided in the Declaration or these Bylaws, each Unit shall be liable for the common expense in the same percentage as the percentage of ownership in the

common elements allocated to such Unit. Certain services provided through the Association may be billed on a per-Unit basis rather than on the basis of percentage ownership.

The assessment of Units shall include the following items, which shall be common expenses:

6.1.1 Expense Items:

6.1.1.1 Expenses of administration.

6.1.1.2 Expenses of maintenance, repair, or replacement of the common elements and Association property, if any, and landscaping (except irrigation) costs relating to the limited common elements located at the outer perimeter of the Association property which shall consist of the backyards of all units and the corner yards for Unit Nos. 7509 and 7513. Declarant has prepared an initial maintenance plan for the maintenance, repair and replacement of all property for which the Association has responsibility, which shall be reviewed and updated by the Board of Directors as necessary.

6.1.1.3 Any deficit in common expenses for any prior period.

6.1.1.4 The costs of utilities for the common elements and other utilities that have a common meter or that are commonly billed, such as water and sewer.

6.1.1.5 The cost of insurance or bonds obtained in accordance with these Bylaws.

6.1.1.6 The cost of any professional management if required by mortgagees or desired by the Board of Directors.

6.1.1.7 Legal, accounting, and other professional fees.

6.1.1.8 Any other items that are properly chargeable as an expense of the Association.

6.1.2 Reserve Items:

6.1.2.1 Reserve Account and Reserve Study. Pursuant to provisions of the Oregon Condominium Act, Declarant has established a reserve account for replacement of common elements. The reserve account has been established for the purpose of effecting replacements of, and major maintenance and repair of, structural elements, mechanical equipment, exterior painting, and other common elements of the Condominium which will normally require replacement in more than one year and less than 30 years. Payment into this account shall be deemed a contribution to capital improvement as and when made. The reserve accounts for replacement shall be funded by assessment against the same Units that are assessed for the maintenance of the items for which the reserve account is established. Accordingly, the reserve account for replacement of those general common elements and

limited common elements, the maintenance of which is provided by assessment against all owners shall be created by assessment against all owners. The reserve account for replacement of those limited common elements, the maintenance of which is provided by assessment of fewer than all Units, shall be created by assessment only against the specific Units responsible for the maintenance of such limited common elements.

Declarant has conducted an initial reserve study, and the Board of Directors of the Association annually shall conduct a reserve study, or review and update an existing study, of the common elements to determine the reserve account requirements. A reserve account shall be established for those items of the common elements all or part of which will normally require replacement in more than one and less than 30 years, for exterior painting if the common elements include exterior painted surfaces, and for the maintenance, repair or replacement of other items as may be required under the Declaration or Bylaws or that the Board of Directors, in its discretion, may deem appropriate. The reserve account need not include items that could reasonably be funded from operating assessments. The reserve study shall include:

- (a) Identification of all items for which reserves are to be established;
- (b) The estimated remaining useful life of each item as of the date of the reserve study;
- (c) An estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and
- (d) A 30-year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.

Except as otherwise provided in the Oregon Condominium Act, the reserve account shall be used only for maintenance, repair, and replacement of common elements and certain limited common elements for which the Association has landscaping responsibility and for which reserves have been established and shall be kept separate from other accounts.

6.1.2.2 General Operating Reserve. The Board of Directors shall create and maintain a general operating reserve account by allocation and payment thereto monthly of an amount determined by the Board of Directors. This account shall be used to pay expenses which exceed budgeted amounts. The initial working capital required by Section 6.2.1 shall be deposited into such operating reserve account.

6.1.2.3 Special Reserves. Such other special reserve funds as may be set up by the Directors by special assessments of the Unit owners who benefit thereby as may be required by the Declaration or otherwise determined by the Association to be appropriate.

Each reserve account shall be kept in an account with a safe and responsible depository, shall be accounted for separately and, if invested, the obligation or security shall

be fully guaranteed as to principal by the United States of America or one of its agencies. Assessments paid into the reserve accounts are the property of the Association and are not refundable to sellers of Units. Provided, however, that nothing contained herein shall prevent sellers of Units from treating their outstanding allocable share of reserve accounts as a separate or reimbursable item in a sales agreement. No Unit owner shall have any individual rights in any of these reserves, although it is understood that the value of their respective Units may increase in proportion to each Unit's right to receive repair, maintenance, and replacement therefrom.

6.2 Initial Assessment. The amount of the initial assessment due from Unit owners other than Declarant shall be determined by Declarant. The amount of the annual assessment thereafter shall be subject to review and modification by the Board of Directors.

6.2.1 Contribution to Working Capital. At closing, each purchaser shall contribute to the Association a sum equal to one-sixth of the annual assessments, with respect to the Unit being purchased, as a one-time contribution to the working capital of the Association. If the amount of assessments is reduced pursuant to the authority granted to Declarant herein, the initial deposit to the Association budget, equal to one-sixth of the annual assessments, shall be based on the projected amount of such annual assessments after substantial or full occupancy of the Units rather than on the reduced amount. The working capital contribution shall be allocated to the general operating reserve provided in Section 6.1.2.2 of these Bylaws. The working capital contribution is in addition to regular assessments and shall not be used as a prepayment of assessments by any Owner. Declarant may not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs, or to make up any budget deficits while Declarant is in control of the Association. All working capital contributions shall be disbursed to the Association at or prior to the turnover meeting and shall be credited to the operating reserve account.

6.2.2 Procedures. If Declarant or any other person pays all of the operating expenses of the Condominium or subsidizes such expenses, the assessment shall be reduced by such amount, but shall not be reduced to a sum less than the total amount of the replacement reserve items. With respect to Units not yet conveyed by Declarant, Declarant may accrue the replacement reserve items. At the time of conveyance of the Unit for which the replacement reserve has been accrued, the accrued reserves must be paid to the Association.

Declarant, or such other person paying all operating expenses or subsidizing such expenses, shall give 10 days' written notice to individual Unit owners before their obligation to pay the full assessment begins. Thereafter, each owner, including Declarant or such other person, shall pay the assessments to the Association. If Declarant has collected initial assessments from Unit purchasers at closing and thereafter elects to pay or subsidize the operating expenses, thereby causing the amount of the assessment to be reduced, the one-time initial contribution collected from Unit purchasers shall be held by Declarant in a separate Association account. On the date on which Unit owners are required to pay full

assessments, the aggregate sums held in such separate account shall be deposited to the Association's general account to be used as working capital.

6.2.3 Temporary Reduction of Assessment Amount. If the Association expenses are temporarily less than projected by Declarant because some or most of the Units are not yet sold or occupied, Declarant shall have the authority to reduce temporarily the amount of the assessment to reflect the lower expenses of the project.

6.3 Special Assessments. The Board of Directors shall have the power to levy special assessments against an owner or all owners for the following purposes and in the following manner:

6.3.1 To correct a deficit in the operating budget by vote of a majority of the Board;

6.3.2 To collect amounts due to the Association from an owner for breach of the owner's obligations under the Declaration, these Bylaws, or the Association's rules and regulations, by vote of a majority of the Board;

6.3.3 To make repairs or renovations to the common elements if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board;

6.3.4 To make capital acquisitions, additions or improvements costing more than \$2500 by vote of at least 75% of all votes allocated to Units in the Condominium;

6.3.5 To make capital acquisitions, additions, or improvements costing less than \$2,500;

6.3.6 To pay for litigation costs, including attorney fees, if approved by vote of at least 75% of all votes allocated to Units in the Condominium.

6.4 Payment of Assessments. Subject to the provisions of Sections 6.2 and 6.3, from the date on which the Declaration is recorded, Declarant shall:

6.4.1 Pay assessments due for operating expenses on all unsold Units; and

6.4.2 Pay assessments due for reserves on all unsold Units, or, at Declarant's option, pay or require the Unit owner to pay all accrued reserve assessments against the Unit at the time of the initial sale to the Unit owner. Provided, however, such reserve accrual shall not extend beyond the date of the turnover meeting.

6.5 Adoption of Budget; Determination of Fiscal Year; Filing of Income Tax Returns.

6.5.1 *Adoption of Budget.* At least 60 days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair, and replacement of the common elements and those parts of the Units as to which it is the responsibility of the Association to maintain, repair, and replace, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses that may be declared to be common expenses pursuant to the Oregon Condominium Act, the Condominium instruments, or a resolution of the Association and that shall be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the Condominium and the rendering to the Unit owners of all related services. The budget shall also include moneys required to be allocated to the reserve account under ORS 100.175.

Such budget also shall include such reasonable amounts as the Board of Directors considers necessary to provide working capital and such general operating reserve accounts, contingency and other reserve accounts as the Board shall determine. The amount designated for replacement reserves shall be adjusted annually to reflect current replacement cost and remaining useful life. Within 30 days after adopting the annual budget, the Board shall provide a summary of the budget to all owners. Such budget shall constitute the basis for determining each Unit owner's assessment for the common expenses of the Condominium.

6.5.2 *Failure to Prepare Budget.* The failure of the Board of Directors to prepare and/or to present, in a timely manner, a budget to the Unit owners shall not be cause for any owner to fail or refuse to pay assessments. Assessments shall continue, based on the last adopted or accepted budget, until a new budget is created and announced. Retroactive increases and/or special assessments may be made by the Board of Directors to make up for any deficiency.

6.5.3 *Failure to Adopt Budget.* If the Board of Directors fails to adopt, in a timely manner, a budget for a new fiscal year, Unit owners holding a majority of the votes of the entire Association, at any general or specially called meeting, may adopt such a budget, announce it to the Unit owners, and immediately commence assessments based on the newly adopted budget. Additionally, at any general or specially called meeting, Unit owners holding a majority of the votes of the entire Association may amend any budget adopted by the Board of Directors. Thereafter, the amount of assessments due from Unit owners shall be based on the budget as so amended until a new budget is adopted in accordance with this Section 6.5.

6.5.4 *Determination of Fiscal Year.* The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

6.5.5 *Filing of Income Tax Returns.* The Board of Directors, in its sole discretion, shall determine the manner in which all necessary income tax returns are filed and of selecting any and all persons to prepare such tax returns.

6.6 Default. The failure of an owner to pay any assessment of the Association shall be a default by such owner of the owner's obligations pursuant to these Bylaws and the Oregon Condominium Act and, in addition to the Association's other remedies provided in the Declaration, these Bylaws shall entitle the Association to declare the balance of such owner's annual assessment otherwise being paid in installments to be immediately due and payable in full. Interest shall be charged on delinquent assessments at such rate as may be set by the Board of Directors from time to time not to exceed the lower of 18% per annum or the highest rate permitted by applicable law. Before a change in the interest rate charged on delinquent assessments, the Board of Directors shall give 30 days' written notice to all owners.

In addition, the Board, at its option, may impose a late charge penalty on any assessment that is delinquent for 10 or more days. Such penalty shall not exceed the sum of 25% of the delinquent assessment and shall be imposed only once on each regular or special assessment or installment of such assessments.

The Association shall be entitled to a lien that may be enforced in compliance with the provisions of ORS 100.450. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting owner for the use of his Unit or shall be entitled to the appointment of a receiver pursuant to ORS 100.460. Liability for all assessments, fines, charges, interest, fees (including attorney fees, whether or not a suit or an action is commenced), and other sums owing by the Unit owner pursuant to the Declaration, these Bylaws, the Oregon Condominium Act, and rules and regulations of the Association shall be the personal obligation of the Unit owner and may be enforced by suit for a money judgment, in addition to all other remedies of the Association. Any default by the owner in any provisions of these Bylaws or of the Oregon Condominium Act shall be deemed to be a default by the owner of any mortgage to which the owner is a party or to which the Unit is subject.

6.7 Statement of Assessments.

6.7.1 The Association shall provide, within 10 business days of receipt of a written request from an owner, a written statement that provides:

6.7.2 The amount of assessments due from the owner and unpaid at the time the request was received, including:

- (a) Regular and special assessments;
- (b) Fines and other charges;
- (c) Accrued interest; and
- (d) Late payment charges.

6.7.3 The percentage rate at which interest accrues on assessments that are not paid when due.

6.7.4 The percentage rate used to calculate the charges for late payment or the amount of a fixed charge for late payment.

6.7.5 The Association is not required to comply with Section 6.7.1 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.

6.8 Maintenance and Repair.

6.8.1 **Owner's Duty to Maintain.** Unless otherwise provided in the declaration or bylaws, a Unit owner is responsible for the maintenance, repair and replacement of the Unit. Every owner shall perform promptly all maintenance and repair work that is needed within the owner's own Unit to prevent any negative effect on the common elements of the Condominium or a part thereof belonging to other owners, and every owner shall be responsible for the damages and liabilities that the owner's failure to maintain and repair may cause, including, but not limited to, damage caused by plugged toilets and bath drains, overloaded electrical outlets, and clothes washer and dishwasher overflow.

6.8.2 **Owner's Expenses.** All repairs of internal installations of each Unit, such as water, lights (internal and external), gas, power, sewage, telephones, air conditioners, heaters, and sanitary installations, doors, windows, lamps, and all other accessories and appliances belonging to the Unit area, shall be at the sole expense of the owner of such Unit. Each owner shall also be responsible for the irrigation costs relating to the limited common elements pertaining to their unit. Each owner shall be responsible for arranging, and paying, for garbage pick-up service.

6.8.3 **Reimbursement of Association.** An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements and/or facility that was damaged through such owner's fault and that is not otherwise covered by insurance policies carried by the owner or the Association for the owner's and the Association's benefit. In such circumstances, the insurance obtained by the owner shall be deemed to be the primary coverage.

6.9 Right of Entry; Easement for Maintenance; Encroachments.

6.9.1 **Association Right of Entry.** If an emergency originates in or threatens a Unit, the owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association, whether the owner is present at the time or not.

6.9.2 **Easement for Maintenance.** An easement for the benefit of the Association is hereby reserved in and through all Units and the common elements providing

access at reasonable times and with reasonable notice for purposes of maintenance, repair, and replacement of the common elements. If, in the process of such repair and maintenance by the Association, it is necessary to alter or damage any Unit or common elements, such alterations or damages shall be permitted without compensation, provided that the Unit and/or common elements are promptly restored to substantially their prior condition by the Association.

6.9.3 Encroachment. If any portion of the common elements encroaches on a Unit, or a Unit encroaches on any portion of the common elements, a valid easement for the encroachment and for the maintenance of the same, as long as the affected Unit or common element stands, shall and does exist. If the affected Unit or common element either is partially or totally destroyed and then rebuilt, the owners of the Units agree that minor encroachment of parts of the common elements due to such rebuilding shall be allowed and an easement shall exist for such purpose.

ARTICLE 7
USE AND OCCUPANCY RESTRICTIONS:
RULES OF CONDUCT

The failure of an owner (or the owner's family, invitees, or tenants) to comply with the rules of conduct and restrictions set forth herein, in the Declaration, or others promulgated by the Board of Directors, shall be cause for which the Board of Directors may deny or restrict such owner's right to use any common element facility with respect to which such owner otherwise had a right of use.

7.1 **Use as Private Dwelling Only.** Each of the Units shall be occupied as a single-family private dwelling by its owner or the owner's tenants, visitors, and guests, and for no other purpose. Subject to compliance with applicable local ordinances and other restrictions of record, an owner may use his or her Unit as a "home office," provided that clients, customers, vendors, and employees do not regularly visit the "home office." All common elements and limited common elements shall be used in a manner conducive to such purpose. No Unit owner shall be permitted to lease his or her Unit for a period of fewer than 30 days. No Unit owner may lease less than the entire Unit. Any agreement to lease a Unit shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease. Leasing of Units shall be governed by Section 7.12 of these Bylaws.

7.2 **Restriction on Alteration to Unit.** No owner shall make structural alterations or installations in his or her Unit without previously notifying the Association in writing by certified mail to the management agent, if any, or to the President of the Board of Directors, if no management agent is employed. The Association shall answer within 30 days of receipt of such notice, and failure to do so within the stipulated time shall mean that it does not object to the proposed alteration or installation. Provided, however, that nothing herein

contained shall waive or limit an owner's obligation to comply with the provisions of ORS 100.535.

7.3 Use of the Common Elements. No owner shall place or cause to be placed in the lobbies, vestibules, or stairways or on the patios, decks, ramps, walkways, driveways, or other common elements of the Condominium of a similar nature, any furniture, packages, or objects of any kind, except that suitable furniture may be placed on the decks and patios without the prior written consent of the Board of Directors. Such areas shall not be used for any purpose that is not appropriate, customary, and acceptable to the Board of Directors.

7.4 Pets. No pets except dogs, cats and other household pets shall be permitted on the condominium property and no more than a total of two pets shall be permitted. Any Unit owner who maintains any pet on any portion of the Condominium shall be deemed to have agreed to indemnify and hold harmless the Association, each of its members, and Declarant, free from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall be registered and inoculated as required by law. Further, such owner shall abide by the Municipal Sanitary Regulations, leash laws, and rules or regulations of the Association created by the Board of Directors. The Board of Directors shall have the power and complete discretion to require any owner or occupant whose pet is a nuisance, to remove such pet from the premises.

7.5 Appearance of Condominium Building(s). No Unit owner shall cause anything to be hung, displayed, or placed on the walls, railings, doors, windows, walkways, patios, fences, ceilings of walkways, or roof of the Condominium building(s) or any other common element or otherwise change the appearance of any portion of the common elements without the prior written consent of the Board of Directors. No clothes lines or similar devices and no "For Sale" or "For Rent" signs shall be allowed on any part of the Condominium property without the prior written consent of the Board of Directors, except that the Declarant may post reasonable signs advertising any Unit for sale or rent in reasonable places on the Condominium property.

7.6 Nuisances. No nuisances or any use or practice that is the source of annoyance to residents or that interferes with the peaceful possession and proper use of the property by its residents shall be allowed on the Condominium property. Residents shall exercise extreme care about creating disturbances, making noises or using musical instruments, radios, televisions, and amplifiers that may disturb other residents. All parts of the Condominium shall be kept in a clean and sanitary condition; no rubbish, refuse, or garbage shall be allowed to accumulate; and no fire or environmental hazard shall be allowed to exist. All garbage, trash and recycling materials shall be placed inside disposal containers and shall be kept inside the owner's unit, except on the day of garbage, trash and recycling collection. No Unit owner shall make or permit any use of his or her Unit or make any use of the common elements that would increase the cost of insurance on the Condominium property.

No owner shall hang garments, towels, rugs, or similar items from any window, facade, deck, patio, fence, railing, balcony, or terrace of the Condominium or hang or shake dust rags, mops, or similar items from any window, porch, terrace, or patio, or clean such items by beating them on an exterior part of the Condominium.

7.7 Improper, Offensive, or Unlawful Use. No improper, offensive, or unlawful use shall be made of the Condominium property or any part of it; all valid laws, zoning ordinances, and regulations of governmental bodies having jurisdiction shall be observed. The responsibility for meeting the requirements of governmental bodies for maintenance, modification, or repair of the Condominium property shall be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the property concerned.

7.8 Restriction on Exterior Installations/Exterior Lighting. Except as permitted by law, no owner, resident, or tenant shall install wiring for electrical or telephone installation, machines, or air conditioning units or similar devices on the exterior of the Condominium building(s) or cause them to protrude through the walls or the roof of the Condominium except as authorized in writing by the Board of Directors, and, if the modification or installation would require an easement pursuant to the Declaration, then prior approval by the required percentage of Unit owners. No window guards, awnings, or shades shall be installed without the prior written consent of the Board of Directors. Each owner shall maintain in good working order two (2) exterior lights sufficient to illuminate the central courtyard and walkways located outside of their respective unit.

7.9 Satellite Dishes and Antennas. Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower, or other devices for the transmission or reception of television, radio, or other forms of sound or electromagnetic radiation shall be erected, constructed, or placed on any Unit or any common elements. Only exterior satellite dishes or antennas with a surface diameter of one meter or less and antennas designed to receive television broadcast signals may be placed on a limited common element if it is securely mounted in such a manner that it may not become dislodged. Owners installing permitted satellite dishes or antennas in limited common element areas shall not penetrate into general common element areas. Any damage to the common elements caused by such owner shall be repaired at owner's sole cost and expense. Such cost shall be considered as an assessment and collectible as such as elsewhere provided in the Bylaws or Declaration. The Board may adopt reasonable rules and regulations governing the installation, safety, placement, and screening of such antennas, satellite dishes, and other transmission devices. Such rules shall not unreasonably delay or increase the cost of installation, maintenance, or use or preclude reception of a signal of acceptable quality.

7.10 Parking. The parking spaces designated as general common elements in the Declaration are intended for use of automobiles of owners and guests. The Directors may make such rules as may be necessary to govern the use of any general common element parking areas by which all owners and other users shall be bound.

7.11 Vehicle Restrictions. The speed of vehicular traffic on the parking areas and driveways on Condominium property shall be limited to five miles per hour as a safety precaution. This speed limit shall apply to bicycles, motor scooters, motorcycles, automobiles, and trucks. No recreational vehicles, campers, trailers, boats, boat trailers, vehicles in disrepair, or similar things may be parked or kept on Condominium property without the prior written consent of the Board of Directors. except that such recreational equipment may be kept in a garage, if it is fully enclosed and the garage door is kept closed, except when the recreational equipment is being removed or returned to the garage.

7.12 Use of Common Facilities. Common facilities and play areas (if any), all other general common elements, including any common garden and common patio or storage areas, are provided for the use of the owners and their guests. Rules and regulations setting forth the hours the various facilities shall be available for use and the conditions attendant thereto shall be posted. Use of recreational and common facilities shall be conditioned on compliance with such rules and regulations.

7.13 Leasing/Renting Units. Subject to approval by the Board of Directors, a Unit owner may rent or lease his or her entire Unit for a period of not less than 30 days, provided that the occupancy is only by the lessee and the lessee's visitors and guests. No rooms may be rented and no transient tenants may be accommodated. Before entering into any such agreements, a Unit owner shall notify the Board of Directors of his or her intent, the name and address of the proposed tenant, and the circumstances of proposed arrangement. If the Board of Directors finds that such proposed tenancy shall not be detrimental to the Association, the well-being of the Condominium, or the enjoyment by other Unit owners of their Units and the common elements, it shall approve such tenancy. Provided, however, that such tenants shall always be under the control of and subject to the Declaration, Bylaws, rules, and regulations of the Association and the Board of Directors. At any time during the tenancy, the Board of Directors may cause its termination and evict such tenants for cause with or without joining the Unit owner of such Unit in any such action. All such leases shall be in writing.

7.14 Use of Garages. Garages shall be used for parking vehicles, recreational vehicles, and equipment or storage of nonhazardous and nonflammable materials.

7.15 Fines. The Board of Directors may, after giving written notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and rules and regulations of the Association, provided that fines levied are based on a schedule previously adopted by Board resolution that is mailed to the mailing address of each Unit or mailed to the mailing address designated in writing by the owner(s).

7.16 Additional Rules. Rules and regulations concerning other use of the Condominium property and Units and administration of the Association may be made and amended from time to time by the Association or the Board of Directors. Copies of such rules and regulations shall be furnished to all Unit owners and residents of the Condominium on request.

ARTICLE 8 INSURANCE

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided, including insurance for such other risks of a similar or dissimilar nature as are or hereafter customarily shall be covered with respect to other condominiums similar in construction and design, and which insurance shall be governed by the provisions in this numbered section. The responsibility for payment and the amount of any deductible shall be prescribed by resolution to be adopted by the Board of Directors at a Special Meeting addressing the same.

8.1 Types of Insurance Policies. For the benefit of the Association and the owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance to the extent that it is available at reasonable cost:

8.1.1 A policy or policies of property insurance, including, but not limited to, fire, extended coverage, vandalism, and malicious mischief, for the full insurable replacement value, if available, of all Units and common elements, and such other fire and casualty insurance as the Board of Directors shall determine, to give substantially equal or greater protection to the owners and their mortgagees, as their respective interests appear, which policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, if any, of each Unit. For the purposes of any policy or policies of fire insurance, the term *building* shall include fixtures (including cabinets, built-in appliances, and plumbing fixtures), installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the Individual Condominium Units initially installed or replacement thereof, in accordance with the original Condominium plans and specifications, or installed by or at the expense of any Unit owner or owners.

8.1.2 A policy or policies insuring the Association, its Board of Directors, the Unit owners individually, and the manager against any liability to the public or the owners of Units and their invitees or tenants, incident to the ownership, supervision, control, or use of the project. Limits of liability under such insurance shall be not less than \$1 million per occurrence for bodily injuries and property damage. Such limit and coverage shall be reviewed at least annually by the Board of Directors, which, in its discretion, may increase either. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsements wherein the rights of a named insured under the policy or policies shall not be prejudiced with respect to his or her action against another named insured.

8.1.3 Workers' compensation insurance to the extent necessary to comply with any applicable laws.

8.1.4 A fidelity bond naming such persons as may be designated by the Board of Directors as principals and the Association and the owners as obligees, for the amount determined by the Board of Directors. Provided, however, that the Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds obtain adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

8.1.5 The Association shall not be responsible for any loss or damage to personal property of any owner, whether stored on the common elements or in the owner's Unit; nor shall the Association maintain any insurance coverage for such loss.

8.1.6 Directors and Officers Liability Insurance with coverage in the amount of not less than One Million Dollars (\$1,000,000), subject to a reasonable deductible.

8.2 Insurance Companies Authorized. All policies shall be written by a company licensed to do business in Oregon and holding a "Commissioner's rating" of "A+" and a size rating of "AAA," or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and directors.

8.3 Authority to Adjust Losses. All losses under policies hereafter in force regarding the property shall be settled exclusively with the Board of Directors or its authorized representative; provided, however, that when a first mortgagee has been designated as a loss payee by a Unit owner and such first mortgagee has requested the opportunity to exercise the rights provided by this Article 8, such mortgagee shall be entitled to settle losses as to the mortgaged Unit, provided that the loss which occurs is severable. Releases and proofs of loss shall be executed by at least two directors.

8.4 Value of Owner Improvements. Each owner must inform the Board of Directors of the value of improvements made to his Unit in excess of \$1,000 so that the Board of Directors may make any desired adjustments in insurance coverage. Nothing in this paragraph shall permit an owner to make structural alterations or improvements without first obtaining the approval of the Board of Directors pursuant to Article 7.2.

8.5 Provisions in Insurance Policies. The Board of Directors shall make every effort to secure insurance policies that provide for the following:

8.5.1 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.

8.5.2 A provision that the master policy on the Condominium cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual owners.

8.5.3 A provision that the master policy on the Condominium cannot be canceled, invalidated, or suspended on account of the conduct of any officer or employee of

the Board of Directors or the manager without prior demand in writing that the Board of Directors or manager cure the defect.

8.5.4 A provision that any "no other insurance" clause in the master policy exclude individual owners' policies and not otherwise prevent such individual policies from providing coverage for damage to Units or common elements.

8.6 Reconstruction Costs. If the Association is required or elects to reconstruct any common element or Unit that has been damaged or destroyed, an affected Unit owner (i.e., the owner whose Unit or limited common element has been damaged or destroyed) shall contribute to the Association all amounts received by such owner from property loss insurance policies to help pay for the repairs. To the extent that such insurance proceeds are unavailable or unpaid when needed, the Association shall assess such owner the amount of the Association's "deductible" under its policy to pay the cost of repairing or reconstructing such owner's Unit or limited common elements. Such assessment shall be both a personal obligation of such owner and a lien against such owner's Unit in the same manner as any other Association assessment.

8.7 Insurance Deductible/Owner and Tenant Insurance. The Board of Directors shall determine the amount of, and responsibility for, the deductible for property loss insurance policies, as well as other insurance policies required to be procured by the Association under this Article 8. In determining the deductible under the policies, the Board shall take into consideration, among other factors, the availability, cost, and loss experience of the Association. In this regard, as in other Board responsibilities, the Board members shall exercise their reasonable business judgment.

The Association shall have no responsibility to procure or assist in procuring property loss insurance for any owner or tenant for (a) damage to a Unit or limited common elements not covered by the Association's policy (because of the deductible amount or because the claim for loss or damage is one not normally covered by fire and property loss insurance policies with extended coverage endorsements) or (b) for any damage or loss to the owner's or tenant's personal property. Owners shall be responsible for purchasing insurance policies insuring their Units and appurtenant limited common elements for any losses below the deductible amount under the Association's policies and for insuring their own personal property for any loss or damage. Proof of such insurance coverage shall be provided to the Association's Secretary by the Unit owner. Tenants shall be responsible for insuring their own personal property for any loss or damage. The Board of Directors shall notify all owners of the amount of the deductible under the Association policies. To the extent reasonably practicable, the Board of Directors shall give at least 30 days' notice to the owners of any increase in the deductible proposed in renewal or replacement insurance policies. Owners and tenants of all Units shall procure and maintain comprehensive liability policies having combined limits of not less than \$50,000 for each occurrence. Such insurance shall provide coverage for, without limitation, the negligent acts of the owner(s) and tenant(s) and their guests or other occupants of the Unit(s) for damage to the general and limited common elements and other Units and the personal property of others located therein.

8.8 Review of Insurance Policies. At least annually, the Board of Directors shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing the master policy.

8.9 Duplicate Insurance Coverage. In the event of duplicate insurance coverage, the insurance policy obtained by the Unit owners shall be deemed to be the primary coverage.

ARTICLE 9

DAMAGE AND DESTRUCTION

9.1 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 buildings damaged or destroyed, shall be applied to such reconstruction.

9.2 Insurance Proceeds Insufficient to Cover Loss. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed buildings, the damage to, or destruction of, such buildings shall be promptly repaired and restored by the manager or the Board of Directors, using the proceeds of insurance, if any, on such buildings 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 owner's contribution any individual policy insurance proceeds provided by such owner. Provided, however, that if three-fourths or more in value of all the buildings is destroyed or substantially damaged, and if the owners of at least 60% of the Units so vote, and on written approval of holders of first mortgages that represent at least 51% of the votes of mortgaged Units in the Condominium, the manager or Board of Directors shall record with the County Recorder a notice setting forth such facts, and upon the recording of such notice:

9.2.1 The Condominium property shall be deemed to be owned in common by the owners.

9.2.2 The respective interest of each Unit owner in the property shall be determined by the provisions of ORS 100.610 that are in effect on the date the Condominium Declaration is recorded.

9.2.3 Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interests of the owners in the project.

9.2.4 The Condominium shall be subject to an action for partition at the suit of any owner. If a decree of partition orders the sale of the Condominium property, the net proceeds of sale, together with the net proceeds of the policies of insurance on the Condominium, if any, shall be considered as one fund and shall be divided among all of the owners in proportion to their respective undivided interests, after first paying, out of the respective shares of the owners, to the extent such share is sufficient for the purpose, all liens on the undivided interest in the project owned by each owner.

9.3 Architectural Changes After Damage or Destruction. Reconstruction of the damaged or destroyed building as used in this Article means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty, or disaster and shall be performed substantially in accordance with the Declaration and the original plans and specifications unless other action is approved in writing by holders of first mortgages that represent at least 51% of the votes of mortgaged Units in the Condominium. Such reconstruction shall be accomplished under the direction of the manager or the Board of Directors. Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of sufficient owners, amend these Bylaws, cause an amendment to be made to the Condominium documents so as to facilitate architectural changes that the owners affected thereby and the Association deem desirable if, and only if, the partial or total destruction of the Condominium, or any buildings thereof, by fire, casualty, or any other disaster is so great as to require the substantial reconstruction of the whole of the Condominium, or said buildings, and on written approval by holders of first mortgages that represent at least 51% of the votes of mortgaged Units in the Condominium. Provided, however, that any such amendment of such Condominium documents shall be valid only upon (a) compliance with all applicable provisions of the Oregon Condominium Act, (b) approval by the Oregon Real Estate Commissioner, (c) recording thereof with the recording officer of Multnomah County, and (d) recording with that recording officer of the approval thereof of each mortgagee and each other lienholder of record having a lien against any part of the project, or building, affected by such amendment.

9.4 Reallocation of Percentage Interest. In the event of a partial destruction of the Condominium buildings or Units therein, the Unit owners may not reallocate percentages of interest in the common elements without the prior approval of the Mortgagees of all the remaining Units, whether existing in whole or in part. Any such reallocation shall also comply with the Oregon Condominium Act and other provisions of the Declaration and the Bylaws.

ARTICLE 10 **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 a part thereof, is the subject of any condemnation or eminent domain proceeding. Provided, however, that nothing in this or any document or agreement relating to the Condominium shall be construed to give a Unit owner or any party priority over the rights of the first mortgagees of any Condominium Units in the case of a distribution to the Unit owner of any such condemnation awards for losses to or a taking of a Unit and/or the common elements. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, for the use and benefit of the Unit owners and their mortgage holders as their interest may appear. The Board of Directors

shall distribute the proceeds of any such award or settlement on a reasonable and equitable basis among the Unit owners.

ARTICLE 11 **AMENDMENTS TO BYLAWS**

These Bylaws may be amended by the owners holding a majority of the total voting rights allocated to the Units in a duly constituted meeting or ballot meeting called for such purpose, and no amendment shall take effect unless approved by owners holding a majority of the voting rights as otherwise set forth in the Declaration. Any amendments adopted hereunder shall be reduced to writing and certified by the President and Secretary of the Association to be the amendment so adopted by the Association. Such amendment so certified shall be recorded in the Deed Records of Multnomah County, Oregon. Provided, however, that no amendment of these Bylaws reducing or eliminating the right of any first mortgagee shall be made without the prior written consent of such first mortgagees. Provided, further, that no amendment of these Bylaws may be made without the consent of the Declarant so long as Declarant owns any Unit in the Condominium, but no such consent shall be required after conveyance to owners other than Declarant of 75% of the Units or seven years after the first conveyance of a Unit in the Condominium, whichever is earlier. Provided, however, that even thereafter, no amendment may limit Declarant's special rights, whether reserved in the Declaration, these Bylaws, or as otherwise provided by law. **ANY AMENDMENTS TO THESE BYLAWS MADE WITHIN FIVE YEARS OF THE RECORDING DATE HEREOF MUST BE APPROVED BY THE OREGON REAL ESTATE COMMISSIONER PRIOR TO RECORDING.**

ARTICLE 12 **RECORDS AND AUDITS**

12.1 General Records. The Board of Directors and the managing agent or manager, if any, shall keep detailed records of the actions of the Board of Directors and the managing agent or manager, minutes of the meetings of the Board of Directors, and minutes of the meetings of the Association as required by ORS 100.480. The Board of Directors shall maintain a list of owners entitled to vote at meetings of the Association and a list of all mortgagees of Units insofar as those names have been provided to the Board by the owner or mortgagee. Proxies and ballots must be retained by the Association for one year from the date of determination of the vote.

12.2 Records of Receipts and Expenditures. The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Unit owners and mortgagees during convenient weekday hours.

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

12.4 Payment of Common Expenses. The Board of Directors shall authorize the Treasurer, the management agent, or another specified party to pay all legitimate expenses of the Association. Such payments shall be made pursuant to the payment system instituted by the Board of Directors as described in Section 4.3.4 of these Bylaws.

12.5 Reports and Audits. The Board of Directors shall prepare or cause to be prepared an annual report of the receipts and expenditures of the Association and a balance sheet and income and expense statement setting forth the financial condition of the Association as of the end of each year. The report shall be prepared according to generally accepted accounting procedures and shall be distributed to all Unit owners within 90 days after the end of each fiscal year. At any time and at his or her own expense, any owner or mortgagee may cause an audit or inspection to be made of the books and records of the Association.

12.6 Notice of Sale, Mortgage, Rental, or Lease. Immediately on the sale, mortgage, rental, or lease of any Unit, the Unit owner shall promptly inform the Secretary or manager of the name and address of such purchaser, vendee, mortgagee, lessee, or tenant. This obligation is in addition to those set forth in Section 7.13.

12.7 Annual Report. The Board of Directors shall cause an Annual Report, including any amendments, to be filed with the Oregon Real Estate Agency, pursuant to the provisions of ORS 100.250 and ORS 100.260.

ARTICLE 13 COMPLIANCE

These Bylaws are intended to comply with the provisions of the Oregon Condominium Act, which are incorporated herein, and to supplement the provisions of the Condominium Declaration. If any of the provisions herein conflict with the provisions of the statutes, the statutory provisions shall apply. If any of the provisions herein conflict with the provisions of the Declaration, the provisions of the Declaration shall apply.

ARTICLE 14 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

The Association shall indemnify any Director, officer, employee, 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 act that the person is or was a Director, officer,

employee, or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such suit, action, or proceeding if the person acted in good faith and in a manner the person 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 reasonable cause to believe that his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which the person 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 reasonable cause to believe that his or her 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 be reimbursed, 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 benefited from the acts which created said liability.

ARTICLE 15

DISPUTE RESOLUTION

15.1 Suits/Attorneys Fees. If suit or action is commenced to collect unpaid assessments, enforce the Bylaws or impose fines, unit owner shall be obliged to pay reasonable fees and costs, including, but not limited to, attorney fees. In addition to the assessment for operating expenses and the funding of reserves, such assessments may include fees, late charges, fines, and interest imposed pursuant to ORS 100.405(4)(j)-(L).

15.2 Mediation/Arbitration. Other than actions by the Board pursuant to article 15.1, all other claims, controversies, or disputes by or among Declarant, Association, or one or more unit owners, or any of them, arising out of or related to the Declarations, these Bylaws or the Condominium shall be first subject to mediation and, if not timely settled by mediation, resolved by arbitration in accordance with this Article 15. Mediation shall be a condition precedent to a demand for arbitration. The parties shall attempt to select a mediator and if they cannot agree upon one, they shall request that one be appointed by the Arbitration Service of Portland.

15.3 Initiating Arbitration. A party may demand arbitration by a written demand, served upon all opposing parties and the Arbitration Service of Portland in accordance with the rules of that service. A single arbitrator will be selected in accordance with the rules and procedures of that service.

15.4 Nature of Arbitration Award. The arbitration award shall be final and binding and may be enforced by any court with jurisdiction.

15.5 Costs and Attorneys Fees. Except for those matters addressed by section 15.1, those matters resolved through mediation and/or arbitration are not subject to a prevailing party provision. The parties shall bear their own costs and attorney fees for all matters that proceed through mediation and arbitration.

ARTICLE 16
MISCELLANEOUS

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

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

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

It is hereby certified that these Bylaws have been adopted by Etruscan Ventures, LLC, an Oregon limited liability company, Declarant of Multnomah Corner Condominiums, and will be recorded in the Deed Records of Multnomah County, together with the Condominium Declaration for said Condominium, after the Declaration and Bylaws are approved by the Assessor of that County.

DATED this 23 day of FEBRUARY, 2009.

ETRUSCAN VENTURES, LLC,
an Oregon limited liability company

By: _____

Its: _____

Brent J. Pilip
MANAGER

STATE OF OREGON)
) ss.
County of Multnomah)

February 23, 2009

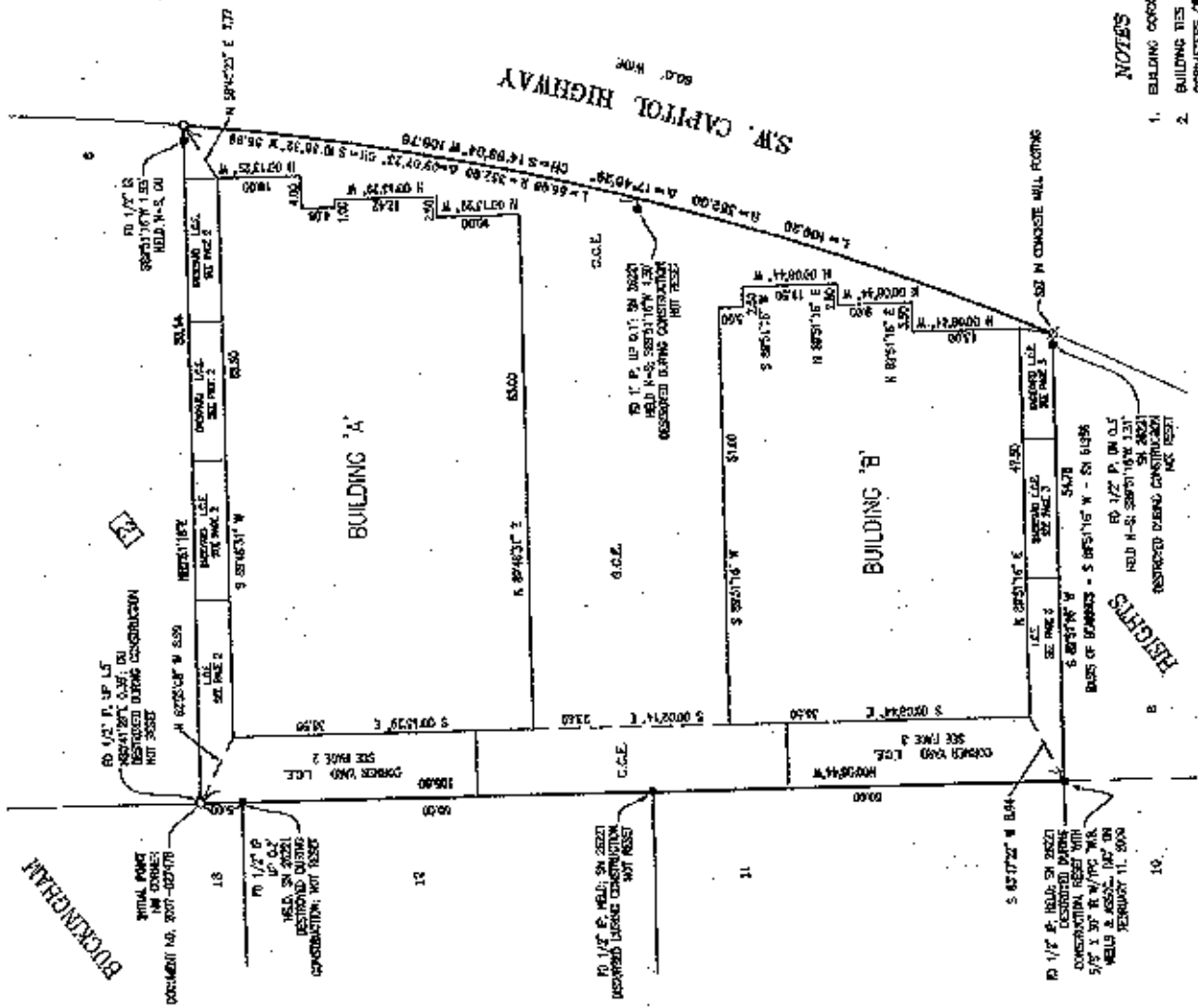
The foregoing instrument has been acknowledged before me this 23rd day of February, 2009, by Frent Peip, manager of Etruscan Ventures, LLC, an Oregon limited liability company, on its behalf. U

Melissa Fuson
Notary Public for Oregon
My commission expires: April 29, 2010



BOOK 1249 PAGE 1
MULTNOMAH CORNER CONDOMINIUMS

LOTS 7 AND 8 PERSONS OF LOTS 8 AND 8, BLOCK 2 OF "MULTNOMAH CORNER AND OTHER LOTS, LOCATED IN THE SOUTHWEST ONE QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON."
 DATE: NOVEMBER 14, 2008
 SCALE: 1" = 10'



LEGEND

- FOUND AND FIELD 5/8" IR W/MPC
- W.B. WELLS & ASSOC., P.A.' SET IN SN 01568
- FOUND MONUMENT AS NOTED
- SET 1-5/32" DIAMETER COPPER DISC MARKED
- W.B. WELLS & ASSOC., P.A.' ON FEBRUARY 11, 2008
- SURVEY NUMBER, MULTNOMAH COUNTY SURVEY RECORDS
- FOUND
- IR
- 5/8" IR
- IRON PIPE
- DN
- DN
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- W/MPC WITH YELLOW PLASTIC CAP MARKED
- ORIGIN UNKNOWN

INDEX

- PAGE 1 EPOCHMARK, BUILDING LOCATIONS
- PAGE 2 BUILDING 'A' - UNITS 7503, 7505, 7507, 7509, 7509B AND CORNER YARD L.C.E.'S
- PAGE 3 BUILDING 'B' - UNITS 7513, 7515, 7517, 7519 AND CORNER YARD L.C.E.'S
- PAGE 4 SURVEYOR'S CERTIFICATE, NARRATIVE, CERTIFICATE OF COMPLETION, DECLARATION, ACKNOWLEDGMENTS, APPROVALS

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 W.B. WELLS
 OFFICE: 12-21-10

I HEREBY CERTIFY THAT TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAN

W.B. WELLS & ASSOCIATES, INC.
 4200 NE HIGHTMONT STREET
 PORTLAND, OREGON 97218
 PHONE: 503-281-8884
 FAX: 503-281-8884



W.B. WELLS & ASSOCIATES, INC.
 4200 NE HIGHTMONT STREET
 PORTLAND, OREGON 97218
 PHONE: 503-281-8884
 FAX: 503-281-8884

NOTES

1. BUILDING CORNERS ARE PERPENDICULAR.
2. BUILDING TIES SHOULD BE TO THE EXTERIOR PERIMETERS OF FOUNDATION WALL LINES.

DATE: NOVEMBER 14, 1988

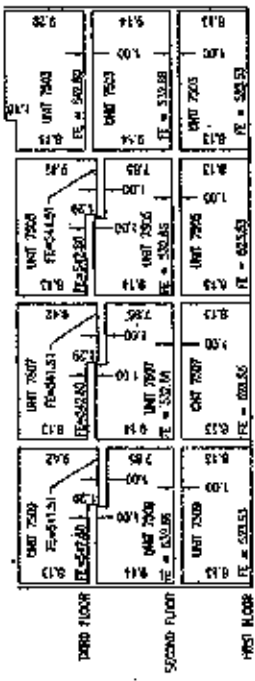
1299

MULTINOMAH CORNER CONDOMINIUMS

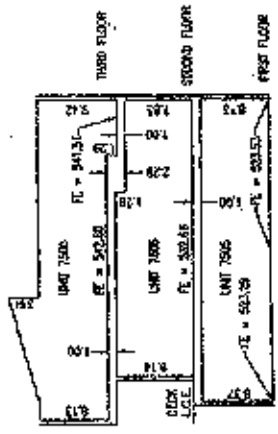
LOT 7 AND A PORTION OF LOTS 8 AND 9, BLOCK 2 OF "MULTINOMAH HEIGHTS" AND OTHER LOTS LOCATED IN THE WEST-PORT AREA OF SEASIDE, CLATSOP COUNTY, OREGON, BEING THE SUBJECT OF A CERTAIN PLAT OF RECORD, BEING PLAT NO. 10,000, BEING THE SUBJECT OF A CERTAIN PLAT OF RECORD, BEING PLAT NO. 10,000, BEING THE SUBJECT OF A CERTAIN PLAT OF RECORD, BEING PLAT NO. 10,000.

DATE: NOVEMBER 14, 1988

SHEET 1 OF 10



SECTION A-A



SECTION B-B

LEGEND

- SQ. FT. SQUARE FEET
- FE FLOOR ELEVATION
- CH CEILING HEIGHT
- L.C.E. UNITED COMMON ELEMENT
- G.C.E. GENERAL COMMON ELEMENT

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL PLAN.

REGISTERED PROFESSIONAL LAND SURVEYOR

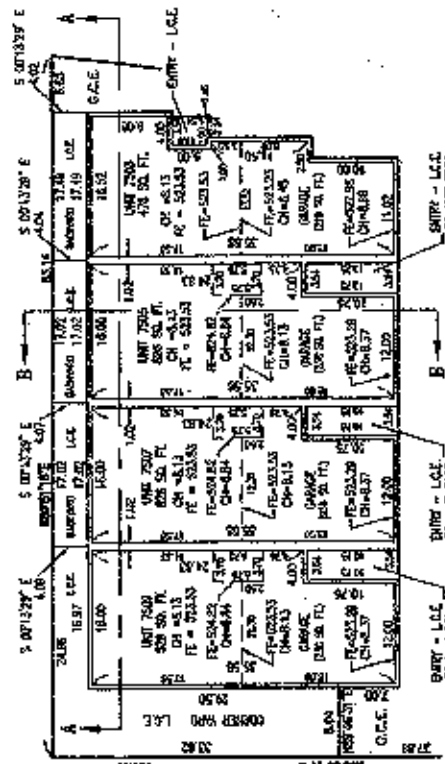
W.B. WELLS
 JULY 17, 1988
 1000 NE 10TH AVENUE
 PORTLAND, OREGON 97232
 EXPIRES 12-31-90

W.B. WELLS
 and ASSOCIATES, INC.
 ENGINEERS AND ARCHITECTS
 1000 NE 10TH AVENUE
 PORTLAND, OREGON 97232
 PHONE 503-241-1888
 CITE 1000 NE 10TH AVENUE

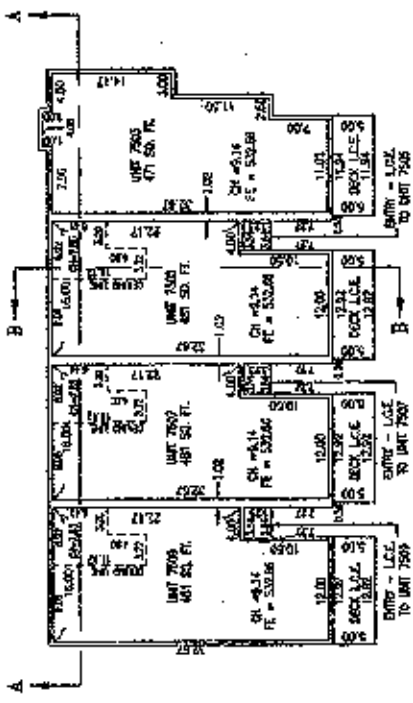


NOTES

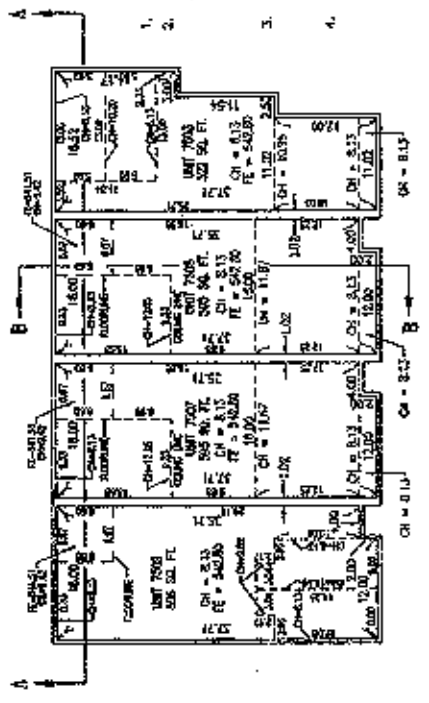
1. UNIT CORNERS ARE PERPENDICULAR.
2. ELEVATIONS ARE BASED ON CITY OF PORTLAND BENCHMARK NO. 1583. A 2-1/2" DIAMETER BRASS DISK LOCATED NEAR THE EAST END OF RETURNING WALL ON THE SOUTH SIDE OF STORE AT 7411 SW CAPITAL HIGHWAY. ELEVATION = 538.290 FEET (CITY OF PORTLAND DATA).
3. INTERIOR VERTICAL DIMENSIONS ARE FROM THE FACE OF WALL STUD TO FACE OF WALL STUD. VERTICAL DIMENSIONS ARE FROM UNFINISHED FLOOR SURFACE TO THE BOTTOM OF CEILING JOIST.
4. EACH UNIT IS BOUNDED BY ITS PERIMETER WALLS, FLOORS AND CEILING AS DESCRIBED IN SECTION 3.3 OF THE DECLARATION.



BUILDING 'A'
 FIRST FLOOR
 ALL WALLS 0.40 WIDE EXCEPT WHERE NOTED

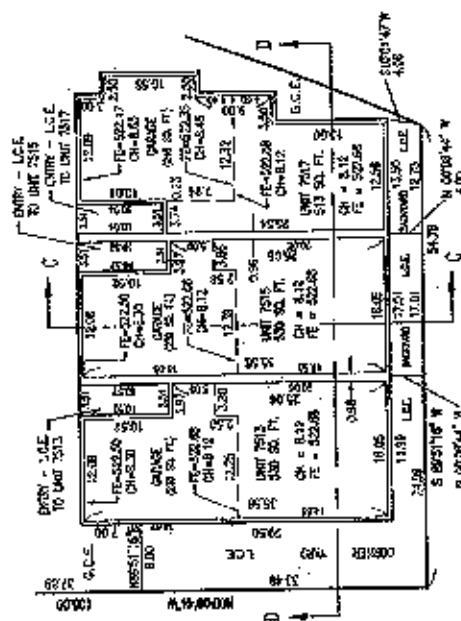


BUILDING 'A'
 SECOND FLOOR
 ALL WALLS 0.40 WIDE EXCEPT WHERE NOTED

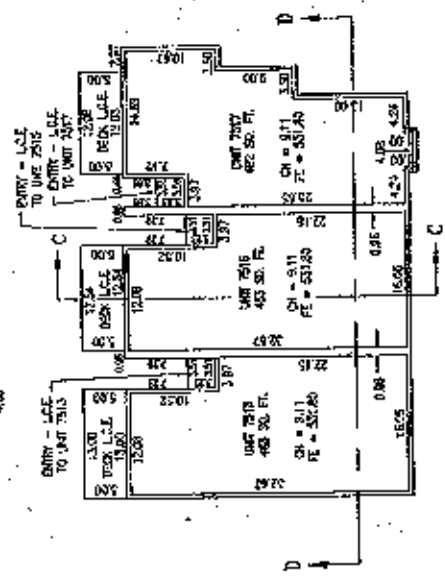


BUILDING 'A'
 THIRD FLOOR
 ALL WALLS 0.40 WIDE EXCEPT WHERE NOTED

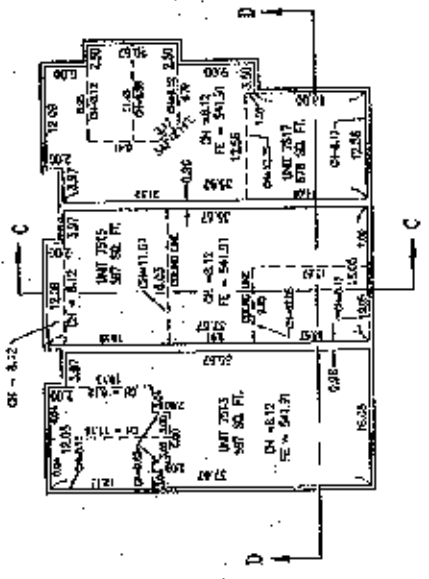
UNIT 1 AND A PORTION OF UNITS 6 AND 8, BLOCK 2 OF "BENJAMIN HOODS AND OTHER UNITS LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 EAST, WILMAMETTE MERIDIAN, CITY OF MULTNOMAH, MULTNOMAH COUNTY, STATE OF OREGON."
 DATE NOVEMBER 14, 2009
 SCALE 1" = 10'



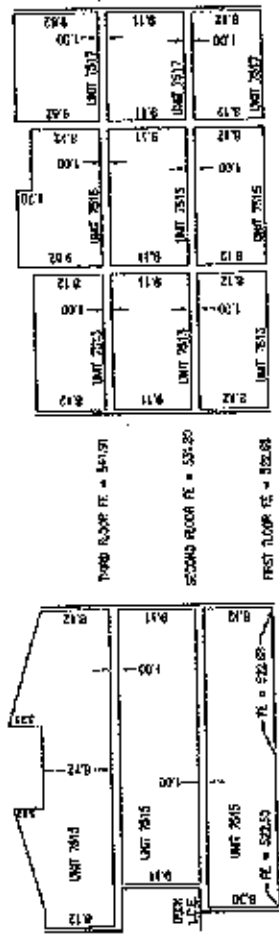
**BUILDING 'B'
 FIRST FLOOR**
 ALL WALLS 8" OR MORE
 EXCEPT WHERE NOTED



**BUILDING 'B'
 SECOND FLOOR**
 ALL WALLS 8" OR MORE
 EXCEPT WHERE NOTED



**BUILDING 'B'
 THIRD FLOOR**
 ALL WALLS 8" OR MORE
 EXCEPT WHERE NOTED



SECTION 'D-D'

SECTION 'C-C'

NOTES

1. UNIT CORNERS ARE PERPENDICULAR
2. ELEVATIONS ARE BASED ON CITY OF PORTLAND BENCHMARK NO. 16015, A 2-1/2" DIAMETER BRASS ORNAMENT LOCATED NEAR THE EAST END OF RETAINING WALL ON THE SOUTH SIDE OF STAIRS AT 74:1 SW CORNER, HIGHWAY INTERSECTION = 535.290 FEET (CITY OF PORTLAND 2004M)
3. INTERIOR HORIZONTAL DIMENSIONS ARE FROM THE FACE OF WALL (W.D.) TO FACE OF WALL (W.D.). VERTICAL DIMENSIONS ARE FROM UNFINISHED FLOOR SURFACE TO THE BOTTOM OF CEILING JOIST.
4. EACH UNIT IS BOUNDED BY ITS RESTRICTED WALLS, DOORS AND CEILING AS DESCRIBED IN SECTION 3.2 OF THE DECLARATION.

RESUBMITTED
 PROFESSIONAL
 LAND SURVEYOR

20-210
 W.B. WELLS
 JULY 12, 1994
 210
 SUPPLIES 12-231-10

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT

I, WALTER L. PARKER, CERTIFY THAT THE FILE OR SURVEY WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SEVENTY-NINTH CHAPTER OF THE OREGON RULES OF PROFESSIONAL LAND SURVEYING.

W.B. WELLS
 4230 NE FREMONT STREET
 PORTLAND, OREGON 97218
 PHONE: 503-944-2840
 FAX: 503-944-2840



LEGEND

- 20' FT. SQUARE FEET
- FLOOR ELEVATION
- CEILING HEIGHT
- UNITED COMMON ELEMENT
- GENERAL COMMON ELEMENT

LOT 7 AND A PORTION OF LOTS 6 AND 8, BLOCK 2 OF "BIRCHWOOD HEIGHTS" AND OTHER LOTS, LOCATED IN THE NORTHWEST CORNER QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST, MULTNOMAH COUNTY, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON.
 SCALE: 1" = 10'

DATE: SEPTEMBER 14, 2009

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT ERINNAK VENTURES, LLC, AN OREGON LIMITED LIABILITY COMPANY, OWNER OF THE LAND DESCRIBED HEREIN DOES HEREBY DECLARE THE ABOVE-DIAGRAMMED MAP OF MULTNOMAH CORNER CONDOMINIUMS, AS DESCRIBED IN THE ACCOMPANYING SURVEYING CERTIFICATE, TO BE A TRUE AND CORRECT MAP AND PLAN HEREBY, AND HEREBY CHARGE SAID LAND TO THE OPERATION OF THE OREGON CONDOMINIUM ACT AS Laid OUT IN CHAPTER 100 OF THE OREGON REVENUE STATUTES. THE PROPERTY AND IMPROVEMENTS DESCRIBED AND DEPICED ON THE PLAN ARE SUBJECT TO THE PROVISIONS OF OREGON REVENUE STATUTES 100.045 TO 100.055.

ERINNAK VENTURES, LLC
 BY: [Signature]
 PRESIDENT

ACKNOWLEDGEMENTS

STATE OF OREGON }
 COUNTY OF MULTNOMAH }
 THIS IS TO CERTIFY THAT ON THIS 22 DAY OF September, 2009

ERINNAK VENTURES, LLC, AN OREGON LIMITED LIABILITY COMPANY, PERSONALLY REPRESENTED BY T. PAUL, WHO IS THE ONLY MEMBER OF SAID COMPANY, HAS BEEN RECEIVED FOR RECORD AND REGISTRATION IN THE REGISTER'S OFFICE, AND THAT SAID DECLARATION WAS DECLARED ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND THAT HE DECLARED SAID DECLARATION FREELY AND VOLUNTARILY.

BY: [Signature]
 REGISTER
 T. PAUL, PRESIDENT OF ERINNAK VENTURES, LLC
 COUNTY CLERK - OREGON
 COMMISSION NO. 4177913
 IF COMMISSION EXPIRES 22.07.22.2010

SURVEYOR'S CERTIFICATE

I, ERINNAK VENTURES, CERTIFY THAT I HAVE CURRENTLY SURVEYED AND MARKED WITH PROPER SURVEYING TAPES THE LAND REPRESENTED ON THE ABOVE-DIAGRAMMED MAP OF MULTNOMAH CORNER CONDOMINIUMS, SAID LAND BEING DESCRIBED AS FOLLOWS:

THAT TRACT OF LAND COMPREHENDING 21 MULTNOMAH LOTS, AS SET FORTH HEREON, AS DOCUMENTED IN 2009-004-0001, MULTNOMAH COUNTY, OREGON, BEING LOT 7 AND A PORTION OF LOTS 6 AND 8, BLOCK 2, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, AND OTHER LOTS LOCATED IN THE NORTHWEST CORNER QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST, MULTNOMAH COUNTY, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NEICAL POINT, A 6" X 6" IRON ROD WITH YELLOW PLASTIC CAP MARKED "M.B. WELLS & ASSOC., INC." FOUND AT THE NORTHWEST CORNER OF SAID ERINNAK VENTURES, LLC TRACT, WHICH BEINGS NORTH 02°14'47" WEST, A DISTANCE OF 500 FEET FROM A 1/2" IRON ROD MARKED AT THE NORTHEAST CORNER OF LOT 12, 500 BLOCK 2, THENCE NORTH 89°51'10" EAST, ALONG THE NORTH LINE OF SAID ERINNAK VENTURES, LLC TRACT, A DISTANCE OF 81.14 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF S.W. CORNER, HEREBY CALLED "WELLS TRACT"; THENCE SOUTH 89°51'10" WEST, ALONG THE WEST LINE AND THE END OF A 2" IRON ROD MARKED "ERINNAK VENTURES COMPANY" TO THE NORTHEAST CORNER, BEING A CORNER, BEING 6" X 6" IRON ROD WITH YELLOW PLASTIC CAP MARKED "M.B. WELLS & ASSOC., INC." AN OLD CORNER OF 100.00 FEET TO THE EASTERN CORNER OF THE SOUTH LINE OF LOT 10, 500 BLOCK 2, BEING 60.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, AND THE WEST LINE OF SAID LOT 10, BEING 100.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, AND THE WEST LINE OF SAID LOT 10, BEING 100.00 FEET TO THE NEICAL POINT.

CONTAINING 7548 SQUARE FEET, MORE OR LESS.

CERTIFICATE OF COMPLETION

I, ERINNAK VENTURES, A REGISTERED PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE PLAN OF MULTNOMAH CORNER CONDOMINIUMS, SAID PLAN, AS DESCRIBED IN THE SURVEYING CERTIFICATE OF THE LOTS AND BUILDINGS OF MULTNOMAH CORNER CONDOMINIUMS, AND THAT THE CONSTRUCTION OF THE LOTS AND BUILDINGS AS DEPICED ON THE PLAN WERE COMPLETED AS OF NOVEMBER 24, 2008.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE A CONDOMINIUM PLAN OF LOT 7 AND A PORTION OF LOTS 6 AND 8, "BIRCHWOOD HEIGHTS", MULTNOMAH COUNTY PLAN RECORDS.
 THE SURVEY WAS HELD AS ESTABLISHED IN OUR PREVIOUS SURVEY FILED AS SURVEY NUMBER 61888, MULTNOMAH COUNTY SURVEY RECORDS.

I, ERINNAK VENTURES, CERTIFY THAT THIS PLAN OR SURVEY WAS PREPARED UNDER MY PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR.

REGISTERED PROFESSIONAL LAND SURVEYOR
[Signature]
 ERINNAK VENTURES
 JAMES L. ROBERTS
 JANUARY 23, 1984
 SURVEYOR L. 2107
 LICENSED 12-31-10

I, ERINNAK VENTURES, CERTIFY THAT THIS PLAN OR SURVEY WAS PREPARED UNDER MY PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR.

APPROVALS

APPROVED THIS 22nd DAY OF September, 2009
 COUNTY CLERK, MULTNOMAH COUNTY, OREGON
 BY: [Signature]
 DEPUTY

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY OREGON STATUTES 100.045 TO 100.055, INCLUDING THE STATE AND COUNTY TAXES, MULTNOMAH COUNTY, OREGON
 BY: [Signature]
 DEPUTY

STATE OF OREGON }
 COUNTY OF MULTNOMAH }
 I DO HEREBY CERTIFY THAT THIS CONDOMINIUM PLAN WAS RECEIVED FOR RECORD AND REGISTRATION

ON 22 DAY OF September, 2009, AT 1:44 PM
 IN ROOM 1244 OF SAID COUNTY REGISTER'S OFFICE
 BY: [Signature]
 DEPUTY
 DOCUMENT NO. 2,209, 49,063, 32

W.B. WELLS
 REAL ESTATE ASSOCIATES, INC.
 4200 NE FREIGHTWAY STREET
 PORTLAND, OREGON 97215
 PHONE: (503) 281-3400
 FAX: (503) 281-3400
 WWW.WB-WELLS.COM
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