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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
AMERICAN PLAZA TOWERS CONDOMINIUM**

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Exhibits

Exhibit A-1 – Original Legal Description

Exhibit A-2 – New Legal Description

Exhibit B – Percentage Ownership and Floor Plans

Exhibit C – Bylaws

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
AMERICAN PLAZA TOWERS CONDOMINIUM**

Recitals

American Plaza Co., an Oregon corporation ("Declarant"), submitted the real property described on Exhibit A-1 ("the Real Property") in three different phases to the condominium form of ownership, to be converted, used and owned in the manner provided by the Unit Ownership Law now known as the Oregon Condominium Act. Because the legal description for the Real Property had some technical errors when originally prepared, the Association had the Real Property re-surveyed. The new legal description is attached hereto as Exhibit A-2.

The Declarant was the lessee of the Real Property under a long-term ground lease in which the lessors were W.C. Sivers Co., an Oregon corporation and American Condominium Homes, Inc., an Oregon corporation. The lease was terminated by the Lease Termination Agreement recorded in Book 1612, Page 1552, *et seq.*, in the deed records of Multnomah County, Oregon on August 18, 1982, wherein the Unit owners of American Plaza Towers Condominium exercised the purchase option granted to the Unit owners under the lease.

The Condominium was developed in three phases, in which residential Units and Garage Units were created. The Declarant submitted Phase I of the Real Property to the condominium form of ownership pursuant to the Declaration of Covenants, Conditions and Restrictions and General Description of Plan of Development For American Plaza Towers ("Original Declaration") recorded on October 4, 1972, in Book 886, Page 13, *et seq.*, in the deed records of Multnomah County, Oregon.

Such Original Declaration was supplemented and restated by the Supplemental Restated Declaration of Covenants, Conditions and Restrictions and General Plan of Development For American Plaza Towers to annex Phase II to Phase I, which was originally recorded on December 18, 1974, in Book 1020, Page 911, *et seq.*, and re-recorded on December 30, 1974, in Book 1021, Page 2042, *et seq.* ("Supplemental Restated Declaration"). Such Supplemental Restated Declaration was corrected, amended and supplemented by the following instruments: Correction of Supplemental Declaration recorded May 29, 1975, in Book 1043, Page 373, *et seq.*, in the deed records of Multnomah County, Oregon; Correction recorded on August 20, 1976, in Book 1122, Page 1424, *et seq.*, deed records of Multnomah County, Oregon; and Amendment recorded on June 6, 1979, in Book 1357, Page 880, *et seq.*, in the deed records of Multnomah County, Oregon ("Amendments to Supplemental Declaration").

The Original Declaration and Supplemental Restated Declaration were further supplemented by the Second Supplemental Declaration for American Plaza Towers to annex Phase III to Phases I and II recorded on February 27, 1981, in Book 1506, Page 849, *et seq.* ("Second Supplemental Declaration"). The Second Supplemental Declaration was corrected and amended by the following instruments: Correction recorded on March 11, 1981, in Book 1508, Page 1813, *et seq.*, in the deed records of Multnomah County, Oregon; Amendment recorded on

November 10, 1981 in Book 1561, Page 1141, *et seq.*, in the deed records of Multnomah County, Oregon; Amendment recorded on January 12, 1984 in Book 1719, Page 1152, *et seq.*, in the deed records of Multnomah County, Oregon; and Amendment recorded on January 7, 1986, in Book 1876, Page 1796, *et seq.*, deed records of Multnomah County, Oregon (“Amendments to Second Supplemental Declaration”).

At the time each phase was developed, the Oregon Unit Ownership Law required that a floor plan of the building described in a declaration be recorded simultaneously with the declaration. The floor plan was required to show the layout, location and dimensions of each Unit. Floor plans for American Plaza Towers Condominium were recorded on October 4, 1972, at Book 1203, Page 34, *et seq.*, Plat Records of Multnomah County, Oregon; on December 18, 1974, at Book 1205, Page 50, *et seq.*, Plat Records of Multnomah County, Oregon; and on February 27, 1981, at Book 1214, Page 69, *et seq.*, Plat Records of Multnomah County, Oregon, as amended by floor plan recorded November 10, 1981, at Book 1215, Page 55, *et seq.*, Plat Records of Multnomah County, Oregon (collectively, “Floor Plans”).

As required under the Unit Ownership Law, the Original Declaration and supplemental declarations described the location, approximate area and other data for proper identification of each Unit. The Condominium contains Units used for residential occupancy and Garage Units. Not all of the descriptions of the Garage Units in the Original Declaration and supplemental declarations conform to the drawings of the Garage Units in the Floor Plans, and the dimensions stated in the Floor Plans did not conform to the drawings in the Floor Plans. However, the physical location and dimension of each of the Garage Units was and is clearly marked physically; each Garage Unit is physically shown within the Garage Building with the Garage Unit number painted on the garage floor or adjacent wall. Additionally, each Garage Unit is physically located with painted stripes on the garage floor or on adjacent walls and may be also marked by a curb. The boundaries of a Garage Unit are set forth in Section 3.5 herein.

In most respects, the boundaries of the Garage Units conform to the drawings in the Floor Plans. At the time the Floor Plans were recorded, the Unit Ownership Law did not have the strict requirements on the precise location and dimensions of units that are currently required for plats under the Oregon Condominium Act. Both the owners and the American Plaza Towers Condominium Association agree, affirm and recognize that the actual location of the Garage Units are designated by these boundaries and the Garage Unit numbers on the garage floor or wall and that these boundaries and numbers represent the legal boundaries of the Garage Units. The Association and the Unit owners believe it is unnecessary to amend the Floor Plans to show the actual location of the Garage Units at this time. If the garage Floor Plans are amended, they shall conform to the markings and numbers as they now exist. Unless the garage Floor Plans are amended, the Association shall maintain the painted lines and numbers as they now exist.

The owners of American Plaza Towers Condominium have adopted this Amended and Restated Declaration of Covenants, Conditions and Restrictions for American Plaza Towers Condominium (“Declaration”) to supersede and replace the Original Declaration, Supplemental Restated Declaration, Amendments to Supplemental Declaration, Second Supplemental Declaration and Amendments to Second Supplemental Declaration except for the Floor Plans.

Nothing in this Declaration shall be deemed to amend the Floor Plans. Copies of the Floor Plans are attached as Exhibit B for reference purposes only.

In the Original Declaration, subsequent Supplemental Declarations and Amendments, the term "Unit" referred to either "Family Units" intended for residential occupancy and/or "Garage Units" intended for parking passenger vehicles as the context required. Some deeds transferring title to units may have used this terminology. In this Amended and Restated Declaration, "Unit" shall mean a unit intended for residential occupancy and Garage Unit shall mean a unit intended for parking passenger vehicles.

Declaration

The Recitals are incorporated herein by reference. American Plaza Towers Condominium Association (formerly known as American Plaza Condominium Association) hereby declares on behalf of itself, its successors, grantees and assigns, as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Real Property, as follows:

1. **Definitions.** Except as otherwise provided or modified by this Section, the terms contained herein shall have the meaning set forth in applicable law governing condominiums currently known as the Oregon Condominium Act, ORS 100.005, *et seq.*, as amended from time to time, except as future amendments may expressly provide that they are inapplicable to pre-existing condominiums. As used in this Declaration and in the bylaws (the "Bylaws") of the American Plaza Towers Condominium Association, the following terms shall have the following meanings:

1.1 **Association** means the American Plaza Towers Condominium Association, which shall be an Oregon nonprofit corporation.

1.2 **Condominium** means the Real Property, all buildings, and structures constructed thereon and all improvements made thereto, and all easements, rights and appurtenances belonging thereto, all of which was submitted to the provisions of the Oregon Unit Ownership Law, now known as the Oregon Condominium Act.

1.3 **Garage Unit** means a garage space, as more specifically described in Section 3.5 of this Declaration.

1.4 **Unit** means the space encompassed by the boundaries more specifically described in Section 3.2 of this Declaration that is intended for residential occupancy. The term "Unit" shall not include a Garage Unit.

2. Real Property Description; Title to Units and Common Elements.

2.1 The Real Property is located in the City of Portland, Multnomah County, Oregon, and is more particularly described on Exhibit A-1 and A-2.

2.2 Each owner of a Unit shall hold fee simple title to the Unit and to an undivided interest in the common elements described in Section 4.

2.3 Each owner of a Garage Unit shall hold fee simple title to the Garage Unit and to an undivided interest in the common elements described in Section 4.

2.4 The allocation to each Unit and Garage Unit of an undivided percentage interest in the common elements, allocation of a percentage obligation for common expenses, the unit designation, building name and location, and the approximate square footage along with the Floor Plans are set forth on Exhibit B.

NOTICE: THE SQUARE FOOTAGE AREAS STATED IN THIS DECLARATION AND FLOOR PLANS ARE BASED ON THE BOUNDARIES OF THE UNITS AS DESCRIBED IN THIS DECLARATION AND MAY VARY FROM THE AREA OF UNITS CALCULATED FOR OTHER PURPOSES.

3. Name, Unit and Garage Unit Description; Description of Buildings.

3.1 Name. The name by which the Real Property and the improvements thereon shall be known is American Plaza Towers Condominium.

3.2 Residential Unit and Boundary Description. There are 337 residential Units. Each Unit is shown on the Floor Plans and consists of (1) a part of a building contained in an interior residence space, (2) one or more terrace spaces accessible through the interior residence space (the terraces being referred to in the Floor Plans for Phase III as balconies or patios and in the Second Supplemental Declaration as decks or patios, but shall all be collectively referred to herein as terrace(s)), and (3) one or more storage spaces in a basement of the building in which a Unit is located. Each of Units I-1801, I-1802, I-1803, I-1804, 2621, 2622, 2623 and 2624 also includes a terrace space on the roof of the building in which the Unit is located, as shown on the Floor Plans.

The boundaries of the residential Units are the interior unfinished surface of the walls, floors, ceilings of the residence space and extend to the exterior surface of the wall separating the Unit and the terrace(s). The Unit also includes:

3.2.1 The terrace(s) that are accessible through the residential space and adjoin the residential space. The terrace(s) is bounded by the interior surface of the unfinished walls or railings, floor and ceiling. Where the ceiling stops, the boundary shall extend horizontally parallel to the floor until it reaches the wall boundary and turn ninety degrees downward until it reaches the top of the wall or railing, as applicable.

3.2.2 The windows, doors and their frames located between the residential space and the terrace(s).

3.2.3 The storage space located in the basement of the building in which the Unit is located. The storage space is bounded by the interior surfaces of the floor, door, ceiling and walls or wire screen, as applicable.

3.2.4 All lath, furring, wallboard, plasterboard, plaster, paneling, tile, wallpaper, paint, finished flooring, ceiling texture, insulation and all other material constituting part of the finished surface of the Unit.

3.2.5 All door handles, locks and related hardware on access doors to the Unit notwithstanding the fact that they may protrude outside of the Unit boundary.

3.2.6 The portions of any utility service line within the airspace of the Unit that serve only that Unit.

3.3 Roof Terrace Spaces. Notwithstanding the fact that terrace spaces on the roofs of the buildings are not within the boundaries of a Unit, each of residential Units I-1801, I-1802, I-1803, I-1804, 2621, 2622, 2623 and 2624 also includes a terrace space on the roof of the building in which the residential Unit is located. Each of these terrace spaces are part of a residential Unit and are designated on the Floor plans with the residential Unit number.

3.4 Unit Exclusions. The following are not part of the residential Unit even though they may be located within the Unit boundaries described above:

3.4.1 Those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the Condominium.

3.4.2 The portions of any utility service line that serves common elements or another Unit.

3.4.3 Any building component or other common element protruding into the space of a Unit.

3.5 Garage Units. There are 374 Garage Units. Each Garage Unit is a rectangular area and its lower horizontal boundary is the paved surface of the floor of the garage building. The vertical boundaries of a Garage Unit are four planes consisting of (1) any perimeter curb or wall; (2) the center of any painted line marking the two side boundaries of the Garage Unit; and (3) a line perpendicular to painted side boundaries. The upper horizontal boundary of a Garage Unit is a plane parallel to the lower horizontal boundary at the lowest point at which such plane meets the ceiling. Notwithstanding the foregoing, any building component or other common element protruding into such space is not part of the Garage Unit.

3.6 Building Description and Unit Designation. The Real Property has three (3) residential buildings, the Lincoln Tower, the Grant Tower and the Madison Tower, in which 337 residential Units are located. In addition, the Real Property has one (1) garage building and one (1) recreation building. The Lincoln Tower has 18 stories plus two (2) basement levels and contains 93 Units. The Grant Tower has 26 stories plus three (3) basement levels and contains

140 Units. The Madison Tower has 22 stories plus two (2) basement levels and contains 104 Units. The garage building has three (3) stories, is partially below grade and contains 374 Garage Units. The recreation building is one (1) story. The buildings are constructed of reinforced concrete.

3.7 Boundary Interpretation. In interpreting deeds, mortgages, deeds of trust and other instruments, for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or Garage Unit or of a Unit or Garage Unit reconstructed in substantial accordance with the original plans of the Condominium shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries as shown on the Floor Plan(s) and those of the actual building or buildings.

4. Common Elements.

4.1 Definitions. The common elements, all of which are general common elements, consist of all portions of the Condominium that are not part of a Unit or Garage Unit, including, without limitation, the following:

4.1.1 The land;

4.1.2 The foundations, columns, girders, beams, supports, bearing and shear walls, main walls;

4.1.3 Window and window frames, doors and door frames which are not part of the Unit as described in Section 3.2.2;

4.1.4 Roofs, halls, corridors, lobbies, stairs, fire escapes, entrances and exits of the building(s);

4.1.5 Trash, mechanical, maintenance and electrical rooms;

4.1.6 The basements (except the portions that are Units and/or storage areas included in Units), yards, gardens (except those within the terrace of garden Units), recreational building and facilities;

4.1.7 Installations of central services, lines and pipes, such as electric, telecommunication, gas, hot and cold water, heating, ventilation, air-conditioning, waste disposal and incinerators, up to the boundary of the Unit where such lines or pipes serve a single Unit;

4.1.8 The elevators, tanks, pumps, heat pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use; and

4.1.9 All other elements of any building that are necessary or convenient to its existence, maintenance and safety or that are normally in common use.

4.2 Maintenance, Repair and Replacement of Common Elements; Liability for Common Expenses. Except as otherwise specifically provided in this Declaration, the cost of maintenance, repair and replacement of the common elements shall be a common expense, and the performance of such work shall be the responsibility of the Association, except that any damage caused by the negligence or intentional act of an owner or his invitee, guest, tenant or servant shall be repaired by the Association at such owner's sole cost and expense. Repair, maintenance and replacement of Unit access doors and door frames and all window glazing in the windows at the boundary of the Unit shall be the responsibility of individual owners. Common expenses shall be assessed and apportioned among the owners as set forth in Section 9.5 of this Declaration.

4.3 Income From Common Elements. Income derived from the common elements shall be income of the Association. The Board of Directors may, in its discretion, use such income to help meet the expense of maintaining the common elements or for such other purpose as may benefit the Association and the Unit owners in a substantially equal manner.

5. Parking.

5.1 Garage Units. Garage spaces indicated on Exhibit B are Garage Units. Only the owner of a Unit or the Association may own a Garage Unit. The Board of Directors shall have the authority to adopt restrictions regarding the use of Garage Units. Transfer of Garage Units between or among Unit owners shall be accomplished by delivering and recording executed deeds. Each Garage Unit shall be used for vehicle parking and incidental purposes. Parking of boats, trailers, motorcycles, trucks, truck campers and like equipment shall be allowed only within a Garage Unit. No portion of such equipment may project beyond the boundaries of the Garage Unit.

5.2 Common Element Parking. Any parking spaces other than Garage Units are common elements and shall be available for the use of visitors and guests, except as the Board of Directors allocates such spaces for limited purposes or leases them to owners. The common element parking shall be used in accordance with rules and regulations promulgated by the Board of Directors. The Board by rule may allow owners to use the common element parking spaces under certain circumstances.

6. Voting. The owner or co-owners of each Unit and Garage Unit shall be entitled to a vote on each matter coming before the Association equal to the percentage expressed on Exhibit B with respect to such Unit and Garage Unit. The total percentage of votes of all owners and co-owners together may cast is 100. "Majority" or "Majority of Unit Owners" shall mean the owners of more than fifty percent (50%) of the voting percentages allocated to the Units and Garage Units on Exhibit B. 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.

7. Use of Condominium.

7.1 General. Each Unit shall be used for residential purposes only, subject to such limitations of county and city code, this Declaration and the Bylaws. The Unit storage

areas may only be used for storage of household furnishings, décor and personal effects. No hazardous or dangerous materials shall be stored in the storage areas. The common elements shall be used for furnishing of services and facilities to Unit owners or tenants and their guests. Every owner shall have an easement to enjoy and use the common elements in the manner for which they were intended. There shall be no obstruction of the common elements. Nothing shall be stored, altered, constructed or removed from or in the common elements without the prior consent of the Board. Additional restrictions and regulations shall be set forth in the Bylaws and rules or regulations adopted pursuant to the provisions of the Bylaws or this Declaration. The buildings are "Open Occupancy Buildings" and there shall be no discrimination on the basis of age, color, religion, gender, or national origin in the sale, lease, or rental, or in the use or occupancy of the Condominium.

7.2 Promulgation of Rules and Regulations. The Board of Directors shall have the authority to promulgate such rules and regulations as the Board may deem to be in the best interest of the Association. No person shall use the common elements, the Units, Garage Units or any part thereof in any manner contrary to or inconsistent with such rules and regulations. Without limiting the generality of the foregoing, the Board of Directors shall have the right, but not the obligation, to promulgate rules and regulations concerning the use of the Units, Garage Units and common elements and the behavior of the members of the Association and their respective families, guests, invitees and servants. Such use of the common elements may be conditioned upon, among other things: (a) the payment by the owner of assessments for common expenses and such other assessments or fees as may be established by the Association for the purpose of defraying the costs associated with the use of such common elements and the administration and operation of the Condominium; and (b) the observance by the owner and his guests, invitees and servants, of the provisions of the Declaration, the Bylaws and the Association's rules and regulations. The Board of Directors shall have the authority to fine such owners who are not in compliance with the Bylaws or this Declaration or the rules and regulations adopted pursuant thereto. The amounts of and the procedures to impose such fines shall be established by the rules and regulations adopted by the Board.

7.3 Right of Ingress and Egress; No Partition. Each Unit owner shall have a perpetual right of ingress and egress to and from the owner's Unit. This right shall pass to all successors in interest to the Unit when the Unit is transferred voluntarily, involuntarily, or by operation of law. Any attempt to transfer voluntarily or involuntarily any common element ownership interest separately from the transfer of the Unit to which such interest pertains shall be void. The common elements shall remain undivided and shall not be subject to partition; provided however, if any Unit or Garage Unit shall be owned by two or more owners, nothing contained herein shall be deemed to prevent a judicial partition by sale as between such owners.

8. Contracts and Leases. All contracts or leases that are entered into (including any management contract) shall be terminable without penalty or cause by the Association or the Board of Directors upon not less than sixty (60) days' written notice to the other party by the Association.

9. Bylaws; Association; Management.

9.1 Bylaws. The Bylaws attached hereto as Exhibit C govern the administration of the Condominium, the owners, tenants, guests, invitees, contractors and management.

9.2 Association; Membership. The name of the Association shall be American Plaza Towers Condominium Association. The Association shall operate under the name American Plaza Towers Condominium Association or a name as close to that name as is permitted by the Oregon Secretary of State. Each owner of a Unit in the Condominium shall be a member of the Association, and membership therein shall be limited to Unit and Garage Unit owners. The Association shall serve as a means through which the owners may take action with regard to the administration, management and operation of the Condominium. The Association shall be an Oregon nonprofit corporation.

9.3 Management; Board of Directors. The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws. The Board of Directors shall elect officers consisting of a chairperson, secretary and treasurer, and such other officers as the Board of Directors deems prudent or convenient. Subject to the provisions of this Declaration, the Bylaws, and applicable law, the Board of Directors may adopt administrative rules, resolutions and regulations governing details of the operation, maintenance and use of the Condominium. The Board of Directors may contract with a professional manager or management firm to manage some or all of the affairs of the Association. All agreements, decisions, rules, regulations and resolutions of the Board not contrary to this Declaration, Bylaws or applicable law shall be binding on the owners.

9.4 Powers and Duties of the Association. The Association and the Board of Directors shall have the powers and duties granted to them by this Declaration, the Articles of Incorporation for the Association, the Bylaws, and other applicable law.

9.5 Covenant to Pay Assessments; Liability for Common Expenses. Each owner hereby covenants to pay to the Association annual assessments for common expenses as more fully provided in the Bylaws. No owner may avoid liability for assessments by abandonment of his Unit, Garage Unit or non-use of the common elements. In a voluntary conveyance of a Unit or Garage Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor at the time of the conveyance. Except as otherwise provided in this Declaration or the Bylaws, each Unit and Garage Unit and the owners thereof shall be liable for the common expense and funding of the reserves as provided in the Bylaws, both of which shall be apportioned among the Units and Garage Units based upon each Unit's percentage of ownership in the common elements allocated to such Unit as set forth on Exhibit B. Certain services provided through the Association, such as basic cable television service, may be billed on a per Unit basis rather than on the basis of percentage ownership. The Association Board may elect to have certain of the common expenses assessed specifically to a Unit or Garage Unit in proportion to the use or benefit of such Unit or Garage Unit from the goods and services resulting in such common expenses. No offset against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not

properly discharging its duties. Assessments shall be levied against all Units and Garage Units not later than the first day of the month.

9.6 **Delegation.** The Association or the Board of Directors may delegate to qualified persons, firms or corporations the performance of such duties as may be imposed upon the Association or the Board of Directors by this Declaration, Articles of Incorporation, the Bylaws, Association rules or regulations, or applicable law.

10. **Service of Process.** The designated agent to receive service of process shall be named in the Condominium Information Report, which shall be filed with the Oregon Real Estate Agency as required by law.

11. **Amendments to Declaration.** Except where a larger percentage of approval is required by law, this Declaration may be amended from time to time by approval of owners holding seventy-five percent (75%) or more of the voting percentages as otherwise set forth in this Declaration. An amendment to the Declaration shall be effective upon recordation in the Deed Records of Multnomah County, Oregon, certified to by the chairperson and secretary of the Association and approved as required by law.

12. **Subdivision.** No Unit or Garage Unit may be subdivided into divisions of any nature.

13. **Relocation of Boundaries.** The owner or owners of any two (2) or more adjoining Units or Garage Units may apply to the Board of Directors of the Association for permission to change the sizes of their Units or Garage Units by adjusting the common boundary between the two (2) Units or Garage Units or to consolidate the two (2) or more Units or Garage Units into one (1) Unit or Garage Unit by deleting the common boundary. Any such application shall identify the Units or Garage Units involved, state any reallocations of the affected Unit or Garage Unit's interest in common elements, and of Unit or Garage Unit owners' voting rights, liability for common expense, and right to receive common profits. The Board of Directors shall approve such an application unless it determines that the proposed reallocations are unreasonable or that the proposed relocation or deletion would impair the structural integrity or mechanical systems of the Condominium or would reduce the support of any portion of the Condominium. If approved, a proposed change would become effective upon recording in the appropriate records of Multnomah County, Oregon, of an amendment to this Declaration and of Floor Plans/plat amendment, both setting forth the proposed change, executed by the owners and mortgagees of the affected Units or Garage Units and certified to by the chairperson and secretary of the Association, together with any governmental approvals required by law. All costs in connection with such amendments shall be paid by the applicants.

14. **Authority to Grant Easements, Rights-of-Way, Licenses and Other Similar Interests; Encroachments.**

14.1 **General.** The Association shall have the authority to execute, acknowledge, deliver and record easements, rights-of-way, licenses and other similar interests affecting the common elements and to consent to vacation of roadways within or adjacent to the

Condominium as provided by applicable law governing condominiums currently known as the Oregon Condominium Act. The Board of Directors shall not have the authority to grant an easement or license to a public body over the common elements, as currently provided in ORS 100.405(6)(a)(B)(ii). An instrument granting any such interest or vacating any such roadway shall be executed by the chairperson and secretary of the Association, shall be acknowledged in the manner provided for acknowledgment of such instruments by such officers, and shall state that such grant was approved by the minimum required vote of the owners or Board of Directors required by ORS 100.405.

14.2 Utility Easements; Dedications. Anything in this Declaration to the contrary notwithstanding, the Board shall have the right to approve, execute, deliver and record on behalf of the Association and the owners such documents as may be required to grant easements, rights-of-way and licenses over the common elements for the installation, maintenance and repair of public utilities serving the Condominium or adjacent property.

14.3 Parking. Anything in this Declaration to the contrary notwithstanding, the Board shall have the right to approve, execute, deliver and record on behalf of the Association and the owners perpetual and exclusive easements over the common elements for the use of parking spaces benefiting an owner(s) of a Unit. Any such easement shall require that the holder of the easement pay a periodic fee for the use of such parking space equal to the assessment imposed upon the owner of a comparable Garage Unit, and the periodic fee may be enforced in the same manner as an assessment upon a Garage Unit. Use and ownership of such easements shall be subject to all of the restrictions imposed upon the use and ownership of Garage Units.

14.4 Encroachments. There shall be an easement for any encroachment of the common elements on any Unit or Garage Unit or an encroachment of any Unit or Garage Unit on the common elements or another Unit or Garage Unit arising from the original construction, reconstruction, authorized repair, shifting, settling or other movement of any portion of the Condominium improvements. Such easements shall exist indefinitely and may be terminated only by the voluntary act of the party who benefits from the easement(s).

15. General Provisions.

15.1 Interpretation. The rights and obligations of all members of the Association and any person dealing with the Association or any of its members with respect to matters pertaining to the Declaration, Articles of Incorporation, or the Bylaws shall be interpreted in accordance with and governed by the laws of the State of Oregon.

15.2 Severability. Each provision of the Declaration, the Articles of Incorporation and the Bylaws shall be independent and severable. The invalidity or partial invalidity of any provision thereof shall not affect any of the remaining portions of that or any other provision of this Declaration or the Bylaws.

15.3 Waiver of Rights. The failure of the Association, the Board of Directors, an officer or an owner to enforce any right, provision, covenant or condition provided in the

Declaration, Articles of Incorporation or the Bylaws shall not constitute a waiver of the right of any such party to enforce such right, provision, covenant or condition in the future.

15.4 Legal Proceedings. Failure to comply with any of the terms of the Declaration, Articles of Incorporation, the Bylaws and any rules or regulations adopted thereunder shall be grounds for relief, which may include, without limitation, fining the noncomplying owner, bringing an action to recover money due, damages or a suit for injunctive relief, or an action to foreclose a lien, or any combination thereof. Relief may be sought by the Association, Board of Directors, an officer, a professional manager or management firm, or, if appropriate, by an aggrieved owner.

15.5 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an owner or the Association to comply with the terms and provisions of this Declaration, the Bylaws, the Articles of Incorporation, with any administrative rule, resolution and regulation adopted thereunder, or any applicable law governing condominiums currently known as the Oregon Condominium Act, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorneys' fees as may be determined by the trial court in any trial or by the appellate court in any appeal thereof. In addition, the Association shall be entitled to recover reasonable costs and attorneys' fees incurred by it to collect delinquent assessments or fines, or to enforce the terms of the Declaration, Bylaws or any rules or regulations promulgated thereunder whether or not any action or suit is filed.

15.6 Compliances. Each owner, tenant or occupant of a Unit or Garage Unit shall comply with the provisions of the Declaration, Articles of Incorporation, and the Bylaws, and with the administrative rules, resolutions and regulations adopted thereunder, Board and Association decisions made thereunder, and with all other applicable covenants, conditions and restrictions of record. Failure to comply therewith shall be grounds for suit or action, maintainable by the Association or any aggrieved owner in addition to other sanctions that may be provided by the Bylaws or by any existing administrative rules and regulations.

15.7 Conflicting Provisions. In the event of a conflict between or among the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws and any administrative rules and regulations, the provisions of the Declaration shall be paramount to those of the Articles, Bylaws and the rules and regulations, and the Articles shall be paramount to the Bylaws and the rules and regulations and those of the Bylaws shall be paramount to the rules and regulations. For purposes of this Section 15.7, the term "Declaration" shall include all amendments to this Declaration, and the term "Bylaws" shall include all amendments to the Bylaws.

15.8 Section and Paragraph Captions. Section and paragraph captions shall not be deemed to be a part of this Declaration unless the context otherwise requires. In construing this Declaration, if the context so requires, the singular shall be taken to mean and to include the plural, the masculine shall be taken to mean and to include the feminine and the neuter and, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to individuals, trusts, estates, personal representatives, conservators, trustees and corporations.

The undersigned Chairman and Secretary hereby certify that this Amended and Restated Declaration of Covenants, Conditions and Restrictions for American Plaza Towers Condominium has been approved by the requisite percentage of owners as required by the Original Declaration, the Supplemental Restated Declaration, the Second Supplemental Declaration and applicable law governing condominiums currently known as the Oregon Condominium Act.

AMERICAN PLAZA TOWERS
CONDOMINIUM ASSOCIATION

By: *Kenneth M. Tyrrell*
Chairman

By: *Barbara J. Bousum*
Secretary

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

This instrument was acknowledged before me on *May 27th*, 20*14*, by *Kenneth M. Tyrrell*, as Chairman, and by *BARBARA J. BOUSUM*, as Secretary for American Plaza Towers Condominium Association and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Chester Omar Lara
Notary Public for Oregon



The foregoing Amended and Restated Declaration is approved pursuant to ORS 100.110 this *12th* day of *June*, 20*14*, and, in accordance with ORS 100.110(7), this approval shall automatically expire if this Amended and Restated Declaration is not recorded within one (1) year from this date.

REAL ESTATE COMMISSIONER

By: *Michelle Hanif*

The foregoing Amended and Restated Declaration is approved pursuant to ORS 100.110 this *18th* day of *JUNE*, 20*14*.

COUNTY ASSESSOR

By: *Richard H. Peterson*

ORIGINAL LEGAL DESCRIPTION

EXHIBIT A-1

Phase I

~~BOOK 1020 PAGE 941~~

Part of Lot 1; Block C, SOUTH AUDITORIUM ADDITION,
Blocks C, D, E, F, G and Partial Block H, Multnomah
County, Oregon, described as follows:

Commencing at the initial point of South Auditorium
Addition, Blocks C, D, E, F, G and Partial Block H;
thence South $89^{\circ} 18' 03''$ East 607.17 feet; thence
South $0^{\circ} 41' 57''$ West 40.00 feet to a point on the
South line of S.W. Lincoln Street and the true
point of beginning of the tract to be described;
thence along said South line of S.W. Lincoln Street
South $89^{\circ} 18' 03''$ East 191.00 feet to a point, said
point shown on a brass rod, said point being the
P.C. of a 30 foot radius curve to the right; thence
Southerly along said curve 47.12 feet to the P.T.
of said curve, said point being on the Westerly
line of S.W. First Avenue; thence along said
Westerly line of S.W. First Avenue South $0^{\circ} 41' 57''$
West 270.00 feet to a point; thence North $89^{\circ} 18'$
 $03''$ West 221.00 feet to a point; thence North 0°
 $41' 57''$ East 300.00 feet to the point of beginning.

BOOK 1021 PAGE 2072

EXHIBIT A-1

Phase II

Part of Lot 1, Block C, South Auditorium Addition, Blocks C, D, E, F, G and partial Block H, City of Portland, Multnomah County, Oregon described as follows:

Tower Property

Beginning at the initial point for American Plaza Towers Condominium, Tower No. 2, which point is described as being S. 89° 18' 03" E. 828.17 feet and thence S. 0° 41' 57" W. 681.75 feet from the initial point of South Auditorium Add. Blocks C, D, E, F, G and partial Block H, which initial point is S. 88° 29' 03" E. 662.95 feet, S. 88° 25' 02" E. 1093.39 feet, S. 88° 31' 52" E. 0.78 feet and S. 1° 27' 01" W. 251.79 feet from the N.W. corner of the Finica Coruthers D.L.C.; thence from said beginning point N. 83° 56' 30" W. 161.21 feet; thence N. 21° 35' 57" E. 112.46 feet; thence N. 68° 11' 28" W. 42.61 feet; thence N. 21° 27' 01" E. 39.90 feet; thence N. 68° 32' 59" W. 130.00 feet; thence N. 21° 27' 01" E. 131.44 feet; thence S. 89° 18' 03" E. 211.00 feet to a point in the west line of S. W. First Avenue; thence along said west line S. 0° 41' 57" W. 341.75 feet to the point of beginning.

EXCEPTING THEREFROM that certain property retained by the City of Portland in that certain deed dated June 29, 1973 and recorded at Book 937, Pages 671 through 685, Deed Records of Multnomah County, Oregon (which property is the real property above the incline plane described under "Garage Property" hereinbelow).

Garage Property

Commencing at the initial point of South Auditorium Addition, Blocks C, D, E, F and G and partial Block H; thence S. 89° 18' 03" E. 607.17 feet; thence S. 0° 41' 57" W. 40.0 feet to a point on the south line of S.W. Lincoln Street; thence S. 0° 41' 57" W. 300.00 feet to the true point of beginning of the tract to be described; thence S. 89° 18' 03" E. 38.28 feet; thence S. 68° 32' 59" E. 19.71 feet; thence S. 21° 27' 01" W. 145.00 feet; thence N. 68° 32' 59" W. 55.50 feet; thence N. 21° 27' 01" E. 131.44 feet to the point of beginning.

Located at or below an incline plane containing the following points of elevation; at the above-described true point of beginning a point of elevation fixed at 139.33 feet; thence horizontally S. 89° 18' 03" E. 38.28 feet fixing a point

BOOK 1043 PAGE 377

Recorded By
Pioneer National
Title Insurance Company

22495

EXHIBIT A-1

Phase II

of elevation at 138.77 feet; thence horizontally S. 68° 32' 59" E. 19.71 feet, fixing a point of elevation at 138.71 feet; thence horizontally S. 21° 27' 01" W. 145.00 feet fixing a point of elevation at 143.30 feet; thence horizontally N. 68° 32' 59" W. 55.50 feet fixing a point of elevation at 143.49 feet.

Elevations are given in feet above city datum of Portland, Oregon.

Together with those certain easements granted by the Deed from the City of Portland, a municipal corporation of the State of Oregon, by and through the Portland Development Commission to W. C. Sivers Co., an Oregon corporation, and American Condominium Homes, Inc., an Oregon corporation, as tenants in common, recorded at Book 937, Page 671, Deed Records of Multnomah County, Oregon, on July 11, 1973.

BOOK 1043 PAGE 378

Recorded By
Pioneer National
Title Insurance Company

EXHIBIT A-1

Phase III

BOOK 1506 PAGE 858

Beginning at a galvanized iron pipe 2 inches in diameter, 36 inches long and 6 inches below the surface of the ground, said initial point being South 1°27'01" West 251.79 feet, South 89°18'03" East 494.92 feet and South 0°41'57" West 440.00 feet from a Portland Development Commission Monument found at the intersection of the West side of S. W. Fourth Avenue and the North line of the Finice Caruthers Donation Land Claim, said monument being as shown on a recorded plat entitled "South Auditorium Addition Blocks C, D, E, F, G and Partial Block H"; thence from said initial point South 89°18'03" East 27.25 feet; thence South 0°41'57" West 8.35 feet; thence South 68°32'59" East 96.60 feet to the Westernmost corner of a recorded plat entitled "American Plaza Towers Condominium - Tower No. 2"; thence along the boundary of said last described plat the five following courses, viz: (1) South 68°32'59" East 74.50 feet, (2) South 21°27'01" West 39.90 feet, (3) South 68°11'28" East 42.61 feet, (4) South 21°35'57" West 112.46 feet and (5) South 83°56'30" East 161.21 feet to the West side of S. W. First Avenue, 100 feet wide; thence along said West side of S. W. First Avenue South 0°41'57" West 25.10 feet to the Southeast corner of Lot 1, Block "C" of said plat of "South Auditorium Addition"; thence leaving said West side of S. W. First Avenue and along part of the South boundary of said Lot 1, Block "C" the three following courses, viz: (1) North 83°56'30" West 177.46 feet, (2) North 77°47'17" West 65.21 feet and (3) North 65°24'28" West 101.36 feet; thence leaving the South boundary of Lot 1 North 0°41'57" East 196.26 feet to the initial point and point of beginning.

24618

NEW LEGAL DESCRIPTION

PARCEL I
SHEET 1 OF 2

EXHIBIT A-2

("AMERICAN PLAZA TOWERS CONDOMINIUM", AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 2", "AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 3")

THIS DESCRIPTION DOES NOT INCLUDE ANY PORTION OF TAX LOT 600, 1S 1E, 3CC.

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT OF "AMERICAN PLAZA TOWERS CONDOMINIUM", A PLAT RECORDED IN BOOK 1203, PAGES 34-36, MULTNOMAH COUNTY PLAT RECORDS; THENCE ALONG THE NORTH LINE OF SAID "AMERICAN PLAZA TOWERS CONDOMINIUM" SOUTH 89°18'03" EAST 191.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE 47.12 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS SOUTH 44°18'03" EAST 42.43 FEET); THENCE ALONG THE EAST LINE OF SAID "AMERICAN PLAZA TOWERS CONDOMINIUM" SOUTH 00°41'57" WEST 270.00 FEET TO THE SOUTHEAST CORNER OF SAID "AMERICAN PLAZA TOWERS CONDOMINIUM"; THENCE ALONG THE EAST LINE OF "AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 2", A PLAT RECORDED IN BOOK 1205, PAGES 50-53, MULTNOMAH COUNTY PLAT RECORDS, SOUTH 00°41'57" WEST 341.75 FEET TO THE INITIAL POINT OF SAID "AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 2"; THENCE ALONG THE EAST LINE OF "AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 3", A PLAT RECORDED IN BOOK 1214, PAGES 69-71, MULTNOMAH COUNTY PLAT RECORDS; SOUTH 00°41'57" WEST 25.10 FEET TO THE SOUTHEAST CORNER OF SAID "AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 3"; THENCE ALONG THE SOUTH LINE OF SAID "AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 3", NORTH 83°56'30" WEST 177.46 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 77°47'17" WEST 65.21 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 65°24'28" WEST 101.36 FEET TO THE SOUTHWEST CORNER OF SAID "AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 3"; THENCE ALONG THE WEST LINE OF SAID "AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 3", NORTH 00°41'57" EAST 196.26 FEET TO THE NORTHWEST CORNER OF SAID "AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 3"; THENCE ALONG THE NORTH LINE OF SAID "AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 3" SOUTH 89°18'03" EAST 27.25 FEET; THENCE

EXHIBIT A-2

PARCEL I
SHEET 2 OF 2

CONTINUING ALONG SAID NORTH LINE SOUTH $00^{\circ}41'57''$ WEST 8.35 FEET;
THENCE CONTINUING ALONG SAID NORTH LINE SOUTH $68^{\circ}32'59''$ EAST
96.60 FEET; THENCE LEAVING SAID NORTH LINE NORTH $21^{\circ}27'01''$ EAST
145.00 FEET; THENCE NORTH $68^{\circ}32'59''$ WEST 19.71 FEET TO A POINT ON THE
SOUTH LINE OF THE AFOREMENTIONED "AMERICAN PLAZA TOWERS
CONDOMINIUM", A PLAT RECORDED IN BOOK 1203, PAGES 34-36,
MULTNOMAH COUNTY PLAT RECORDS; THENCE ALONG SAID SOUTH LINE
NORTH $89^{\circ}18'03''$ WEST 38.28 FEET TO THE SOUTHWEST CORNER OF SAID
"AMERICAN PLAZA TOWERS CONDOMINIUM"; THENCE ALONG THE WEST
LINE OF SAID "AMERICAN PLAZA TOWERS CONDOMINIUM", NORTH
 $00^{\circ}41'57''$ EAST 300.00 FEET TO THE POINT OF BEGINNING.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 14, 1978
DON DEVLAE MINCK
1634

DATE OF SIGNATURE: 12/14/00
EXPIRES 12/31/2011

EXHIBIT A-2

PARCEL II

(INCLINE PLANE ON TAX LOT 600, 1S 1E, 3CC.)

THAT TRACT OF LAND DESCRIBED IN DEED TO W.C. SIVERS CO. AND AMERICAN CONDOMINIUM HOMES, INC. DATED JUNE 29, 1973 AND RECORDED IN BOOK 937, PAGES 671 THROUGH 685, MULTNOMAH COUNTY DEED RECORDS, BEING DESCRIBED AS FOLLOWS:

PART OF LOT 1, BLOCK C SOUTH AUDITORIUM ADDITION, BLOCKS C, D, E, F, G AND PARTIAL BLOCK H, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INITIAL POINT OF SOUTH AUDITORIUM ADDITION, BLOCKS C, D, E, F, G AND PARTIAL BLOCK H; THENCE SOUTH $89^{\circ}18'03''$ EAST 607.17 FEET; THENCE SOUTH $00^{\circ}41'57''$ WEST 40.00 FEET TO A POINT ON THE SOUTH LINE OF S.W. LINCOLN STREET; THENCE SOUTH $00^{\circ}41'57''$ WEST 300.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH $89^{\circ}18'03''$ EAST 38.28 FEET; THENCE SOUTH $68^{\circ}32'59''$ EAST 19.71 FEET; THENCE SOUTH $21^{\circ}27'01''$ WEST 145.00 FEET; THENCE NORTH $68^{\circ}32'59''$ WEST 55.50 FEET; THENCE NORTH $21^{\circ}27'01''$ EAST 131.44 TO THE POINT OF BEGINNING.

LOCATED AT OR BELOW AN INCLINE PLANE CONTAINING THE FOLLOWING POINTS OF ELEVATION:

AT THE ABOVE-DESCRIBED TRUE POINT OF BEGINNING, A POINT OF ELEVATION FIXED AT 139.33 FEET; THENCE HORIZONTALLY SOUTH $89^{\circ}18'03''$ EAST 38.28 FEET FIXING A POINT OF ELEVATION AT 138.77 FEET; THENCE HORIZONTALLY SOUTH $68^{\circ}32'59''$ EAST 19.71 FEET, FIXING A POINT OF ELEVATION AT 138.71 FEET; THENCE HORIZONTALLY SOUTH $21^{\circ}27'01''$ WEST 145 FEET, FIXING A POINT OF ELEVATION AT 143.30 FEET; THENCE HORIZONTALLY NORTH $68^{\circ}32'59''$ WEST 55.50 FEET, FIXING A POINT OF ELEVATION AT 143.49 FEET.

ELEVATIONS ARE GIVEN IN FEET ABOVE CITY DATUM OF PORTLAND, OREGON.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 14, 1978
DON DEVLAMINCK
1634

PERCENTAGE OWNERSHIP AND FLOOR PLANS

Exhibit B

Units

Unit	Area	Percentage
Lincoln Tower		
G-10	2,173	0.236
G-20	1,795	0.223
G-30	2,010	0.231
101	1,645	0.234
102	1,385	0.196
103	1,445	0.205
201	1,245	0.174
202	1,645	0.236
203	1,385	0.200
204	1,445	0.209
205	1,045	0.148
206	990	0.146
301	1,245	0.177
302	1,645	0.241
303	1,385	0.204
304	1,445	0.214
305	1,045	0.151
306	990	0.149
401	1,245	0.181
402	1,645	0.246
403	1,385	0.209
404	1,445	0.217
405	1,045	0.154
406	990	0.153
501	1,245	0.184
502	1,645	0.250
503	1,385	0.212
504	1,445	0.222
505	1,045	0.157
506	990	0.155
601	1,245	0.187
602	1,645	0.255
603	1,385	0.216
604	1,445	0.226
605	1,045	0.160
606	990	0.158
701	1,245	0.190
702	1,645	0.259
703	1,385	0.219
704	1,445	0.229
705	1,045	0.162
706	990	0.161

801	1,245	0.194
802	1,645	0.263
803	1,385	0.223
804	1,445	0.234
805	1,045	0.165
806	990	0.164
901	1,245	0.197
902	1,645	0.268
903	1,385	0.227
904	1,445	0.238
905	2,125	0.338
1001	1,245	0.200
1002	1,645	0.272
1003	1,385	0.231
1004	1,445	0.243
1005	2,125	0.342
1101	1,245	0.203
1102	1,645	0.277
1103	1,385	0.235
1104	1,445	0.245
1105	2,125	0.348
1201	1,245	0.206
1202	1,645	0.281
1203	1,385	0.239
1204	1,445	0.249
1205	2,125	0.353
1301	1,245	0.208
1302	1,645	0.284
1303	1,385	0.241
1304	1,445	0.254
1305	2,125	0.358
1401	1,245	0.211
1402	1,645	0.290
1403	1,385	0.246
1404	1,445	0.256
1405	2,125	0.363
1501	1,245	0.220
1502	2,430	0.450
1503	1,980	0.357
1504	2,125	0.374
1601	3,670	0.691
1602	1,980	0.369
1603	2,125	0.386
1701	1,245	0.234

1702	2,430	0.480
1703	1,980	0.380
1704	2,125	0.400
1801	1,816	0.247
1802	4,365	0.511
1803	3,240	0.401
1804	2,842	0.423
Grant Tower		
G12	2,333	0.289
G22	1,681	0.237
G23	1,840	0.255
G24	1,436	0.195
121	1,297	0.193
122	1,758	0.267
123	1,437	0.218
124	1,508	0.229
125	1,147	0.175
221	1,283	0.195
222	1,753	0.270
223	1,423	0.220
224	1,498	0.232
225	1,217	0.183
226	956	0.155
321	1,283	0.198
322	1,753	0.273
323	1,430	0.225
324	1,511	0.237
325	1,216	0.186
326	947	0.157
421	1,299	0.202
422	1,758	0.278
423	1,430	0.229
424	1,502	0.239
425	1,217	0.189
426	947	0.160
521	1,283	0.204
522	1,753	0.281
523	1,441	0.233
524	1,508	0.244
525	1,208	0.192
526	947	0.163
621	1,286	0.206
622	1,753	0.286
623	1,430	0.235

Unit	Area	Percentage
624	1,508	0.247
625	1,216	0.195
626	947	0.166
721	1,283	0.208
722	1,758	0.288
723	1,430	0.239
724	1,508	0.251
725	1,219	0.198
726	947	0.170
821	1,283	0.211
822	1,753	0.293
823	1,430	0.242
824	1,502	0.254
825	1,216	0.202
826	947	0.173
921	1,283	0.214
922	1,758	0.296
923	1,427	0.246
924	1,502	0.258
925	1,221	0.205
926	947	0.176
1021	1,283	0.217
1022	1,753	0.300
1023	1,430	0.249
1024	1,513	0.262
1025	2,158	0.374
1121	1,292	0.220
1122	1,763	0.304
1123	1,429	0.253
1124	1,518	0.267
1125	1,234	0.212
1126	950	0.183
1221	1,301	0.223
1222	1,758	0.307
1223	1,435	0.257
1224	1,502	0.269
1225	2,158	0.386
1321	1,294	0.226
1322	1,758	0.310
1323	1,435	0.260
1324	1,502	0.273
1325	2,158	0.393
1421	1,283	0.228
1422	1,763	0.315
1423	1,446	0.264
1424	1,501	0.276

1425	1,216	0.220
1426	950	0.192
1521	1,283	0.230
1522	1,763	0.318
1523	1,437	0.267
1524	1,501	0.280
1525	2,160	0.406
1621	1,289	0.233
1622	1,756	0.322
1623	1,436	0.271
1624	1,508	0.284
1625	2,162	0.412
1721	1,289	0.236
1722	1,756	0.328
1723	1,436	0.274
1724	1,508	0.288
1725	2,167	0.419
1821	1,301	0.240
1822	1,758	0.329
1823	1,439	0.278
1824	1,508	0.291
1825	2,167	0.425
1921	1,301	0.242
1922	1,756	0.333
1923	1,441	0.282
1924	1,508	0.295
1925	2,162	0.431
2021	1,301	0.244
2022	1,771	0.337
2023	1,439	0.285
2024	1,511	0.299
2025	2,162	0.437
2121	1,301	0.247
2122	1,763	0.344
2123	1,441	0.288
2124	1,513	0.303
2125	2,158	0.443
2221	1,301	0.250
2222	1,810	0.351
2223	1,439	0.292
2224	1,511	0.306
2225	2,167	0.450
2321	1,297	0.263
2322	2,689	0.573
2323	2,050	0.427
2324	2,167	0.471

2421	1,286	0.267
2422	2,780	0.591
2423	2,050	0.436
2424	2,167	0.481
2521	1,297	0.273
2522	2,773	0.603
2523	2,094	0.448
2524	2,254	0.497
2621	1,980	0.346
2622	3,819	0.734
2623	3,614	0.595
2624	3,117	0.606
Madison Tower		
G-41	1,220	0.209
G-42	1,459	0.210
G-43	1,563	0.223
G-44	1,213	0.179
141	1,197	0.183
142	1,516	0.222
143	1,563	0.226
144	1,980	0.342
241	1,197	0.185
242	1,519	0.261
243	1,293	0.215
244	1,563	0.228
245	1,980	0.344
341	1,197	0.187
342	1,519	0.262
343	1,293	0.216
344	1,563	0.230
345	1,980	0.346
441	1,197	0.189
442	1,519	0.264
443	1,293	0.218
444	1,563	0.231
445	1,980	0.349
541	1,197	0.191
542	1,519	0.266
543	1,293	0.220
544	1,563	0.234
545	1,980	0.350
641	1,197	0.193
642	1,519	0.267
643	1,293	0.222
644	1,563	0.236
645	1,980	0.352

Unit	Area	Percentage
741	1,197	0.195
742	1,519	0.269
743	1,293	0.224
744	1,563	0.237
745	1,980	0.354
841	1,197	0.197
842	1,519	0.271
843	1,293	0.226
844	1,563	0.239
845	1,980	0.356
941	1,197	0.198
942	1,519	0.273
943	1,293	0.228
944	1,563	0.241
945	1,980	0.358
1041	1,197	0.200
1042	1,519	0.275
1043	1,293	0.229
1044	1,563	0.243
1045	1,980	0.360
1141	1,197	0.202
1142	1,519	0.277
1143	1,293	0.231
1144	1,563	0.245
1145	1,980	0.361
1241	1,197	0.203
1242	1,519	0.279
1243	1,293	0.233
1244	1,563	0.247
1245	1,980	0.364
1341	1,197	0.205
1342	1,519	0.281
1343	1,293	0.235
1344	1,563	0.249
1345	1,980	0.365
1441	1,197	0.207
1442	1,519	0.283
1443	1,293	0.237
1444	1,563	0.251
1445	1,980	0.367
1541	1,197	0.209
1542	1,519	0.285
1543	1,293	0.239
1544	1,563	0.253
1545	1,980	0.369
1641	1,197	0.211

1642	1,519	0.287
1643	1,293	0.241
1644	1,563	0.255
1645	1,980	0.371
1741	2,394	0.363
1742	2,348	0.402
1743	1,969	0.350
1744	1,980	0.379
1841	2,348	0.406
1842	1,969	0.355
1843	1,980	0.382
1941	2,394	0.369
1942	2,348	0.410
1943	1,969	0.357
1944	1,980	0.385
2041	2,348	0.414
2042	1,969	0.361
2043	1,980	0.389
2141	2,394	0.383
2142	2,348	0.418
2143	1,969	0.365
2144	1,980	0.393
2243	1,980	0.399
2244	2,563	0.470
2245	1,754	0.333
Total %		92.856

Garage Units

Garage Unit	Area	Percentage
GU-O	252	0.024
GU-1	162	0.019
GU-2	162	0.019
GU-3	162	0.019
GU-4	162	0.019
GU-5	162	0.019
GU-6	162	0.019
GU-7	162	0.019
GU-8	162	0.019
GU-9	162	0.019
GU-10	162	0.019
GU-11	162	0.019
GU-12	162	0.019
GU-13	162	0.019
GU-14	162	0.019
GU-15	162	0.019
GU-17	162	0.019
GU-19	162	0.019
GU-21	162	0.019
GU-23	162	0.019
GU-25	148	0.019
GU-27	148	0.019
GU-29	148	0.019
GU-32	94	0.019
GU-33	162	0.019
GU-34	131	0.019
GU-35	162	0.019
GU-36	162	0.019
GU-37	162	0.019
GU-38	162	0.019
GU-39	162	0.019
GU-40	162	0.019
GU-41	162	0.019
GU-42	162	0.019
GU-43	162	0.019
GU-44	162	0.019
GU-45	171	0.019
GU-46	162	0.019
GU-48	162	0.019
GU-50	162	0.019
GU-52	162	0.019
GU-54	171	0.019
GU-55	198	0.019
GU-56	171	0.019

GU-57	162	0.019
GU-58	171	0.019
GU-59	162	0.019
GU-60	147	0.019
GU-61	152	0.019
GU-62	112	0.019
GU-63	152	0.019
GU-64	162	0.019
GU-65	152	0.019
GU-66	162	0.019
GU-67	162	0.019
GU-68	162	0.019
GU-69	162	0.019
GU-70	162	0.019
GU-71	162	0.019
GU-72	162	0.019
GU-73	162	0.019
GU-74	162	0.019
GU-75	162	0.019
GU-76	162	0.019
GU-77	162	0.019
GU-78	162	0.019
GU-79	162	0.019
GU-80	162	0.019
GU-81	162	0.019
GU-82	162	0.019
GU-83	162	0.019
GU-84	162	0.019
GU-85	162	0.019
GU-86	162	0.019
GU-87	162	0.019
GU-88	162	0.019
GU-89	162	0.019
GU-90	162	0.019
GU-91	162	0.019
GU-92	162	0.019
GU-93	162	0.019
GU-94	162	0.019
GU-95	162	0.019
GU-96	162	0.019
GU-97	171	0.019
GU-98	162	0.019
GU-99	171	0.019
GU-100	171	0.019
GU-101	171	0.019
GU-102	171	0.019

GU-103	171	0.019
GU-104	171	0.019
GU-105	171	0.019
GU-106	171	0.019
GU-107	171	0.019
GU-108	171	0.019
GU-109	171	0.019
GU-110	171	0.019
GU-111	171	0.019
GU-112	171	0.019
GU-113	171	0.019
GU-114	171	0.019
GU-115	171	0.019
GU-116	200	0.020
GU-117	171	0.019
GU-118	200	0.020
GU-119	171	0.019
GU-120	171	0.019
GU-121	171	0.019
GU-122	171	0.019
GU-123	171	0.019
GU-124	171	0.019
GU-125	171	0.019
GU-126	171	0.019
GU-127	171	0.019
GU-128	171	0.019
GU-129	171	0.019
GU-130	171	0.019
GU-131	171	0.019
GU-132	200	0.020
GU-133	171	0.019
GU-134	200	0.020
GU-135	171	0.019
GU-136	171	0.019
GU-137	171	0.019
GU-138	171	0.019
GU-139	171	0.019
GU-140	171	0.019
GU-141	162	0.019
GU-142	171	0.019
GU-143	162	0.019
GU-144	162	0.019
GU-145	162	0.019
GU-146	162	0.019
GU-147	162	0.019
GU-148	162	0.019

Garage Unit	Area	Percentage
GU-149	162	0.019
GU-150	162	0.019
GU-151	297	0.027
GU-152	225	0.023
GU-153	162	0.019
GU-154	234	0.023
GU-156	162	0.019
GU-159	162	0.019
GU-160	162	0.019
GU-161	162	0.019
GU-162	162	0.019
GU-163	162	0.019
GU-164	162	0.019
GU-165	162	0.019
GU-166	162	0.019
GU-167	162	0.019
GU-168	162	0.019
GU-169	162	0.019
GU-170	162	0.019
GU-171	162	0.019
GU-172	162	0.019
GU-173	162	0.019
GU-174	156	0.019
GU-175	162	0.019
GU-176	160	0.019
GU-177	135	0.019
GU-178	147	0.019
GU-179	135	0.019
GU-181	135	0.019
GU-183	162	0.019
GU-185	162	0.019
GU-187	162	0.019
GU-188	100	0.019
GU-189	162	0.019
GU-190	140	0.019
GU-191	162	0.019
GU-192	162	0.019
GU-193	162	0.019
GU-194	162	0.019
GU-195	196	0.019
GU-196	162	0.019
GU-197	162	0.019
GU-198	162	0.019
GU-199	162	0.019
GU-200	162	0.019

GU-201	135	0.019
GU-202	162	0.019
GU-203	135	0.019
GU-204	162	0.019
GU-205	135	0.019
GU-206	162	0.019
GU-207	162	0.019
GU-208	162	0.019
GU-209	162	0.019
GU-210	162	0.019
GU-211	162	0.019
GU-212	175	0.019
GU-213	162	0.019
GU-214	162	0.019
GU-215	162	0.019
GU-216	152	0.019
GU-217	162	0.019
GU-218	120	0.019
GU-219	162	0.019
GU-220	162	0.019
GU-221	162	0.019
GU-222	162	0.019
GU-223	162	0.019
GU-224	162	0.019
GU-226	162	0.019
GU-228	162	0.019
GU-230	162	0.019
GU-231	162	0.019
GU-232	162	0.019
GU-233	162	0.019
GU-234	162	0.019
GU-235	162	0.019
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GU-238	162	0.019
GU-239	162	0.019
GU-240	162	0.019
GU-241	162	0.019
GU-242	162	0.019
GU-243	171	0.019
GU-244	162	0.019
GU-245	171	0.019
GU-246	162	0.019
GU-247	171	0.019
GU-248	162	0.019

GU-249	171	0.019
GU-250	162	0.019
GU-251	171	0.019
GU-252	162	0.019
GU-253	171	0.019
GU-254	162	0.019
GU-255	171	0.019
GU-256	171	0.019
GU-257	171	0.019
GU-258	171	0.019
GU-259	171	0.019
GU-260	171	0.019
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GU-262	171	0.019
GU-263	171	0.019
GU-264	171	0.019
GU-265	171	0.019
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GU-267	171	0.019
GU-268	171	0.019
GU-269	171	0.019
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GU-271	171	0.019
GU-272	200	0.020
GU-273	171	0.019
GU-274	200	0.020
GU-275	171	0.019
GU-276	171	0.019
GU-277	171	0.019
GU-278	171	0.019
GU-279	171	0.019
GU-280	171	0.019
GU-281	171	0.019
GU-282	171	0.019
GU-283	171	0.019
GU-284	171	0.019
GU-285	171	0.019
GU-286	171	0.019
GU-287	162	0.019
GU-288	200	0.020
GU-289	162	0.019
GU-290	200	0.020
GU-291	162	0.019
GU-292	171	0.019
GU-293	162	0.019

Garage Unit	Area	Percentage
GU-294	171	0.019
GU-295	162	0.019
GU-296	171	0.019
GU-297	162	0.019
GU-298	171	0.019
GU-300	171	0.019
GU-302	171	0.019
GU-304	171	0.019
GU-305	162	0.019
GU-306	162	0.019
GU-307	162	0.019
GU-308	162	0.019
GU-309	162	0.019
GU-310	162	0.019
GU-311	162	0.019
GU-312	162	0.019
GU-313	162	0.019
GU-314	162	0.019
GU-315	162	0.019
GU-317	162	0.019
GU-319	162	0.019
GU-320	234	0.023
GU-321	162	0.019
GU-322	162	0.019
GU-323	135	0.019
GU-324	162	0.019
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GU-343	162	0.019
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GU-347	162	0.019
GU-348	135	0.019
GU-350	135	0.019
GU-352	162	0.019
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GU-357	162	0.019
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GU-360	162	0.019
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GU-363	162	0.019
GU-364	162	0.019
GU-365	162	0.019
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GU-371	171	0.019
GU-372	162	0.019
GU-373	171	0.019
GU-374	162	0.019
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GU-379	171	0.019
GU-380	162	0.019
GU-381	171	0.019
GU-382	162	0.019
GU-383	171	0.019
GU-384	162	0.019
GU-385	171	0.019
GU-386	162	0.019
GU-387	171	0.019
GU-388	162	0.019
GU-389	228	0.022
GU-390	162	0.019
GU-391	171	0.019
GU-392	162	0.019
GU-393	171	0.019

GU-394	171	0.019
GU-396	171	0.019
GU-398	171	0.019
GU-400	171	0.019
GU-402	171	0.019
GU-404	171	0.019
GU-406	171	0.019
GU-408	171	0.019
GU-410	200	0.020
GU-412	200	0.020
GU-414	171	0.019
GU-416	171	0.019
GU-418	171	0.019
Total %		7.144

EXHIBIT A
SURVEY

SCALE: 1" = 40'

AUGUST, 1972

W.C. Sivers - President

American Polo Club

~~Eugene P. Parnell~~
~~Secretary~~

Approved 9-5
H.C. Stevens Co.
American Condominium Homes Inc.

1972
by (Mr. David) President
by Eugene Assistant

State of Oregon
County of Multnomah } ss.
I, _____, 54, of age, do hereby certify that on this _____ day of September, 1972 before me
appeared _____, a male and her said wife and jointly, persons of sound mind,
strong and of legal age, both to me personally known and being of legal age, who being
the foregoing party, having read the foregoing instrument, and the contents thereof, and
expressly affirmed to said instrument is the free act and deed of
American Place Co.

Subscribed and sworn to before me
this 5th day of September 1972

General Feed
Notary Public in and for Oregon
My commission expires October 10, 1976

[illegible]

The accompanying tracings are exact duplicates of the original plot of AMERICAN PLAZA TOWERS

4.

① Leased 2000
Rep. for Long Summer at Oregon 200
This 5 day anniversary 1977

No. 100 —

northern public in early Oregon
my commission expires July 16, 1976

Initial Point
Blocks C, D, E, G, &
Partial Block H.
South Auditorium 2000

Initial Point
607.17

AUGUST, 1972

S. W. LINCOLN ST.

57.

S. W. 15th AVE

Page 7 – American Plaza Towers – Amended and Restated Declaration – Exhibit B

ATTEST:

JOHN D. WELDON

DEPT. OF RECORDS & ELECTIONS
MULTNOMAH COUNTY, OREGON

DEPUTY DIRECTOR (Oct 4, 1977)

...

ALL TAXES, FEES, ASSIGNMENTS OR OTHER CHARGES AS PROVIDED BY THE STATUTES HAVE BEEN PAID AS OF 06/06/2012.

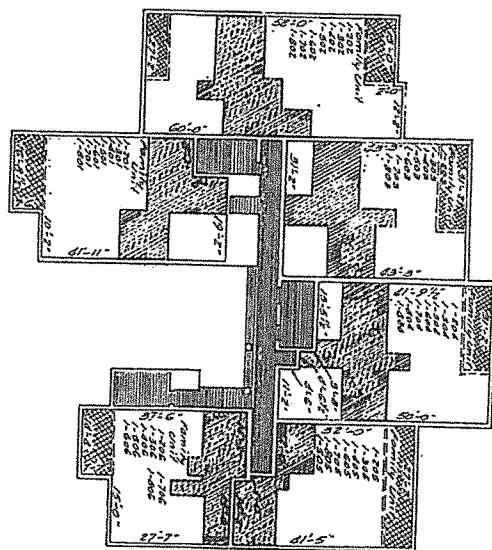
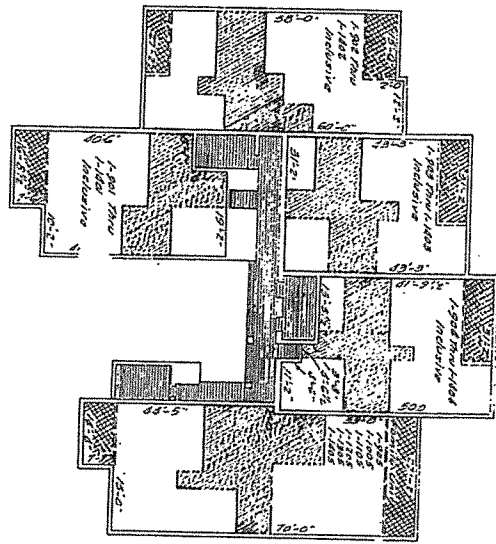
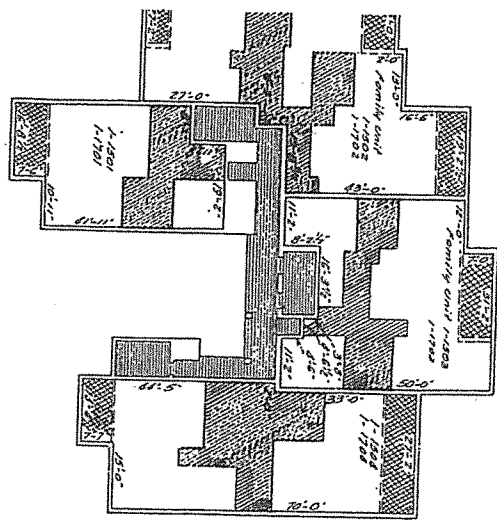
HERBERT A. DEERY
DIRECTOR, DEPT OF ASSESSMENT AND TAXATION
MULTNOMAH COUNTY, OREGON

Dr. William S. McEachern
Deputy

Dr. William S. Macdonald
DEPUTY

AMERICAN PLAZA TOWERS

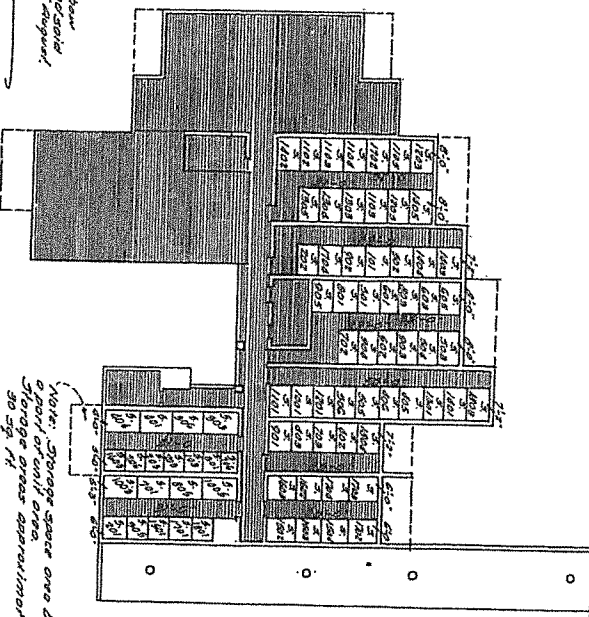
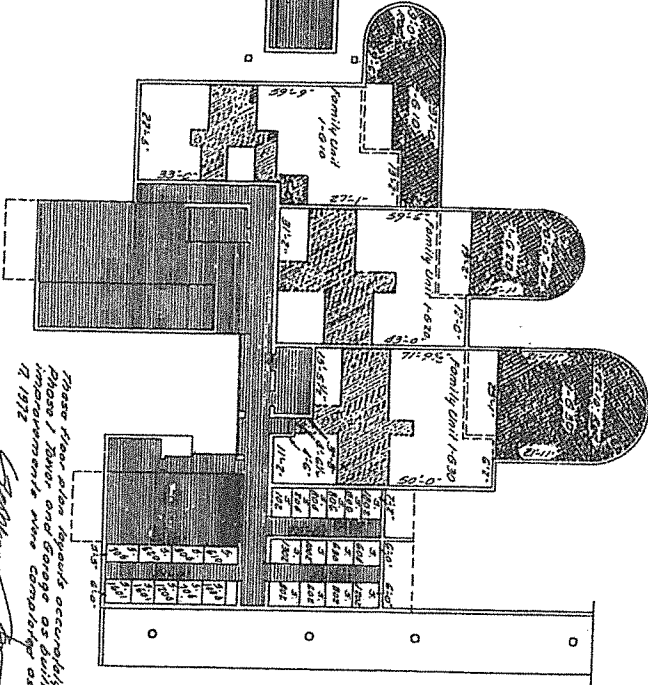
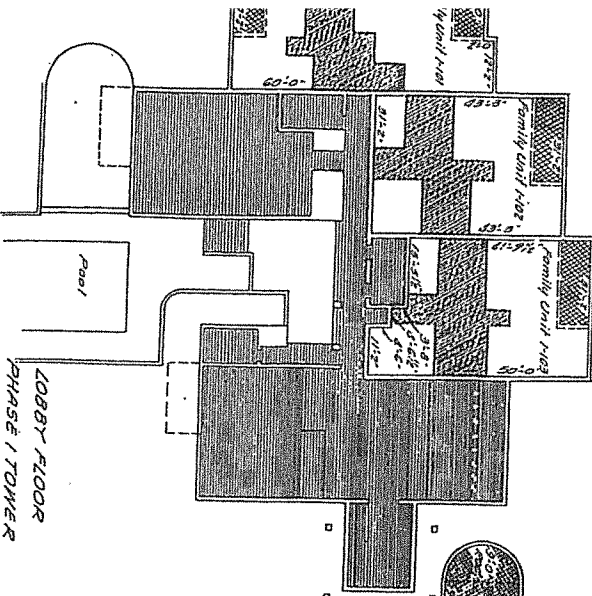
EXHIBIT B-1



TYPICAL PENTHOUSE FLOORS 15 AND 17
PHASE 1 TOWER

TYPICAL FLOORS 9-14 INCL.
PHASE 1 TOWER

TYPICAL FLOORS 2-8 INCL.
PHASE 1 TOWER



LOBBY FLOOR
PHASE 1 TOWER

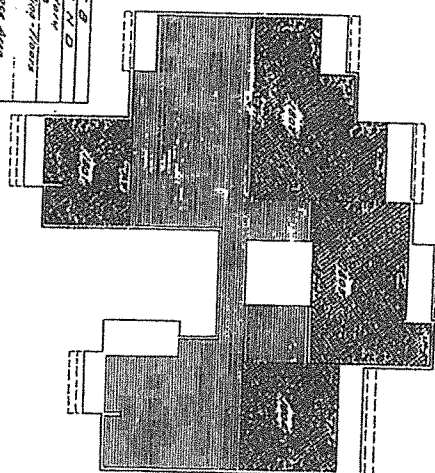
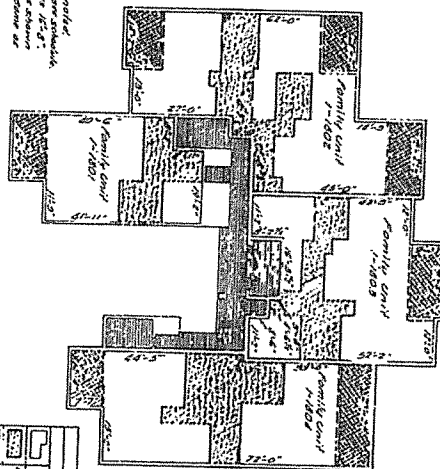
1ST BASEMENT
PHASE 1 TOWER
Scale: 1" = 20'

2ND BASEMENT
PHASE 1 TOWER

These floor plans were prepared to accurately show
Phase 1 Tower and Garage as built and as
improvements were completed as of August
12, 1972.

Note: Storage space and living
space of unit area
storage areas approximately
50 sq. ft.

EXHIBIT B-2

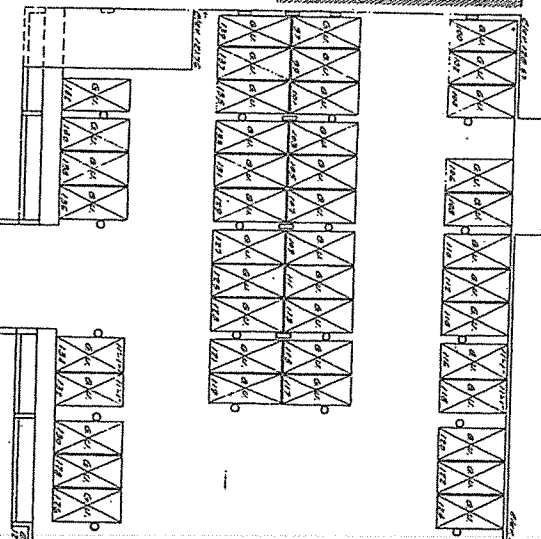
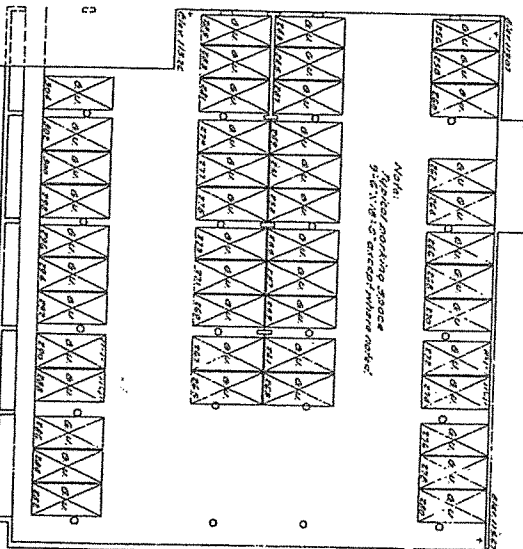
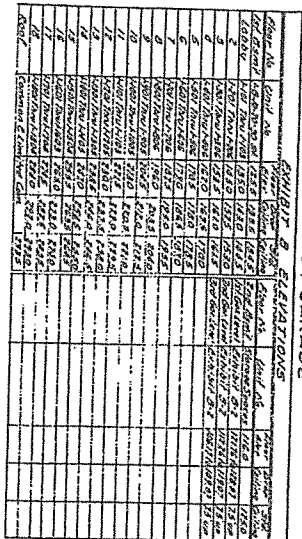
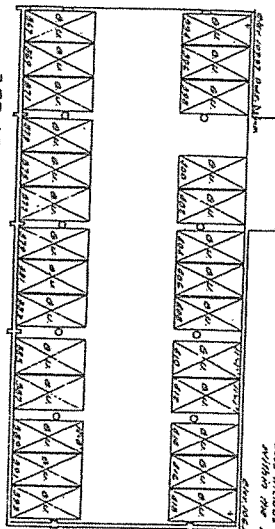


18TH FLOOR PENTHOUSE
PHASE 1 TOWER

[illegible]

EXHIBIT B	1 E 8 E 1 V D	not dangerous	Fire, explosion	1
		Disrupting - floors	Plasma,	2
		Piercing, Project Area		3
		General common elements		4

ROOF
PHASE 1 TOWER



NOTA:
Fiducia morali non est
quasi in re, sed in persona
bonae.

Scale: 1" = 20'

2ND. LEVEL PHASE 1 GARAGE

1ST LEVEL PHASE / GARAGE

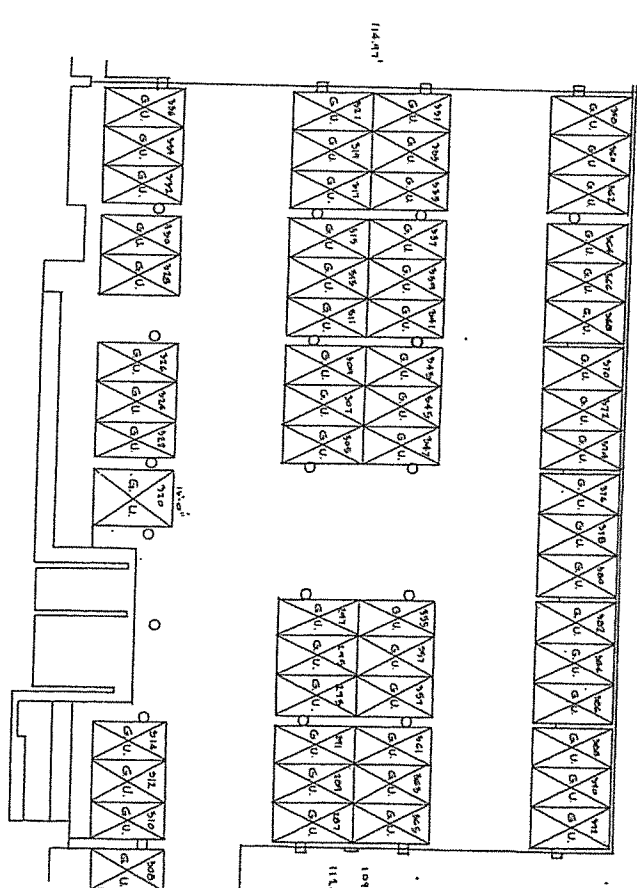
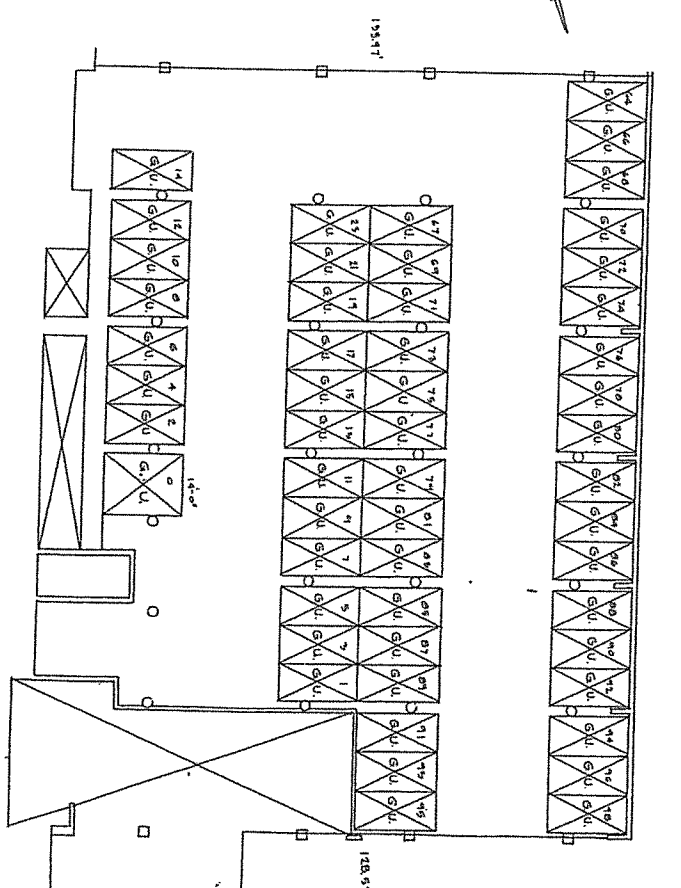
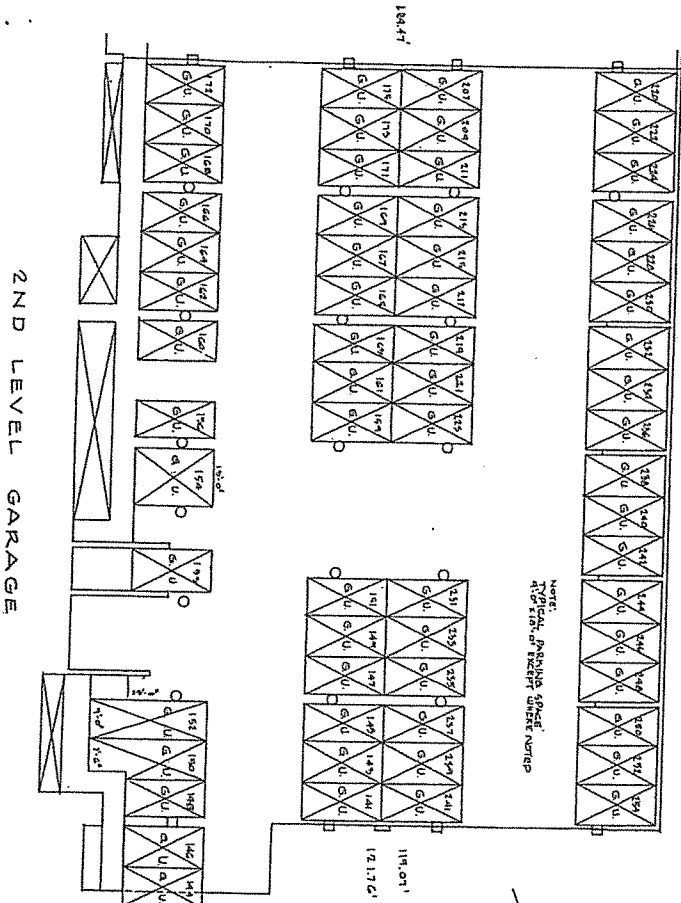
1203
34-35-36 10-4-72

A28-1

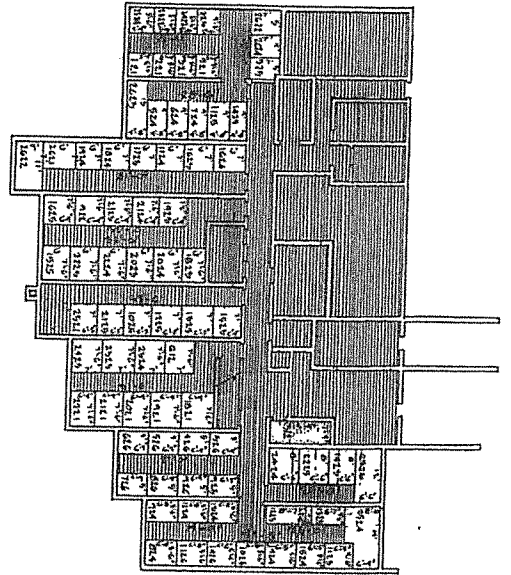


P I A S E
T W O

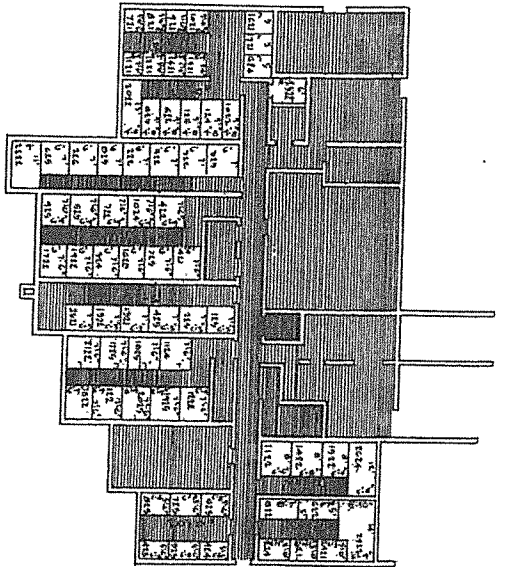
ELEVATIONS

[illegible]

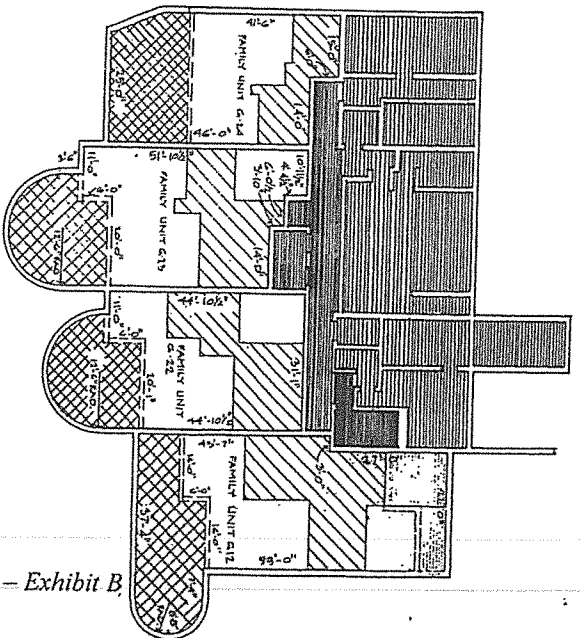
AMERICAN PLAZA TOWERS PHASE TWO



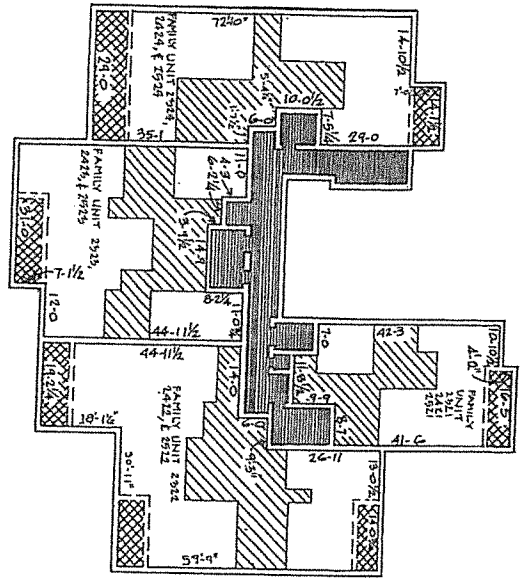
3RD BASEMENT



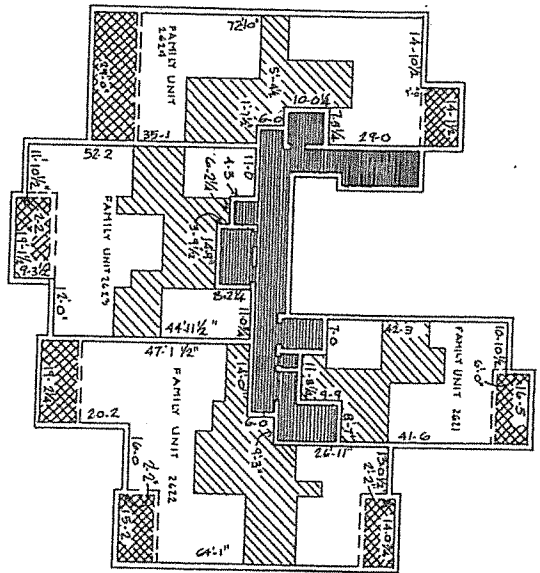
2ND BASEMENT



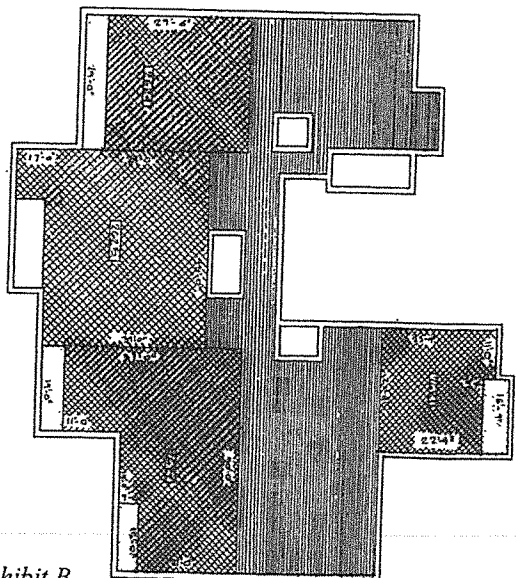
AMERICAN PLAZA TOWERS PHASE TWO



TYPICAL PENTHOUSE LEVEL - FLOORS 25 THRU 26



PENT HOUSE FLOOR 26



ROOF LEVEL

NOTES:

1. STANDARD CEILINGS SHOWN UNLESS NOTED OTHERWISE.
2. SEE SCHEDULE FOR STANDARD & DROP CEILING ELEVATIONS.
3. UNIT DIMENSIONS SHOWN THUS: 10'-0"
4. FAMILY UNITS INCLUDE PRIVATE TERRACE, STORAGE AREA, BATHS, PARKING SPACES, ALL OTHER SPACE IS COMMON AREA.
5. A FAMILY UNIT DOES NOT INCLUDE STRUCTURAL ELEMENTS, OUTLETS WITHIN THE UNIT.

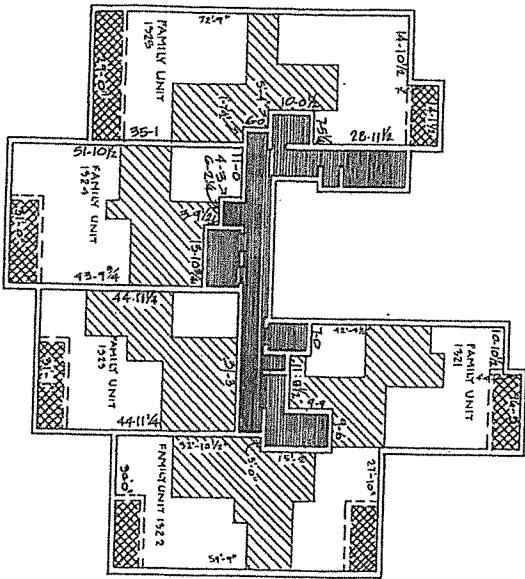
THESE FLOOR PLAN LAYOUTS ACCURATELY SHOW PHASE II TOWER AND CAN BE BUILT AND SAID IMPROVEMENTS WERE SUBSTANTIALLY COMPLETED AS OF OCTOBER 23, 1974.

Boell Towers
REGISTERED ARCHITECT

- WALL THICKNESS
1. ALL EXTERIOR NORTH-SOUTH WALLS ARE 8" THICK EXCEPTING EXTERIOR
 2. ALL EXTERIOR EAST-WEST WALLS ARE 12" THICK.
 3. ALL INTERIOR NORTH-SOUTH PARTY WALLS ARE 12" THICK.
 4. ALL INTERIOR EAST-WEST WALLS ARE 12" THICK.

LEGEND	
	UNIT BOUNDARY. SEE NOTE 3.
	DROPPED CEILING, FLOOR TYPICAL
	PRIVATE TERRACE AREA
	GENERAL COMMON ELEMENTS

13TH FLOOR



AMERICAN PLAZA TOWERS CONDOMINIUM-TOWER NO. 3

(A REPLAT OF PART OF LOT 1, BLOCK "C" SOUTH AUDITORIUM ADDITION)
SW 1/4 OF SECTION 3, T. 1 S., R. 1 E., W. M.
CITY OF PORTLAND MULTNOMAH COUNTY OREGON
SCALE: 1" = 20' NOVEMBER 4, 1980

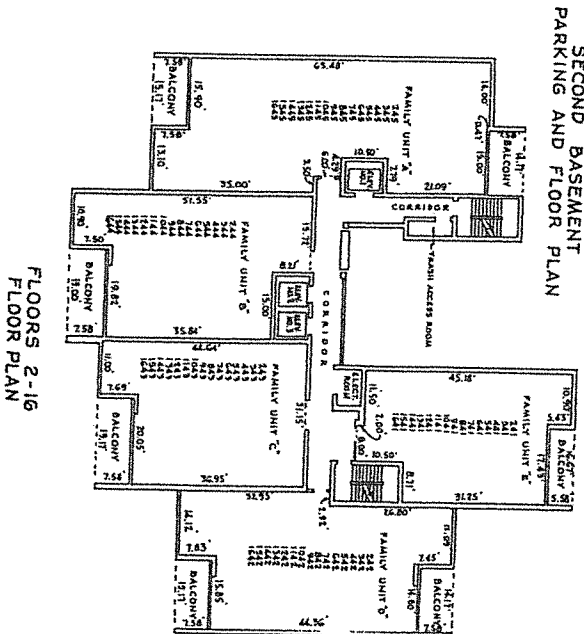
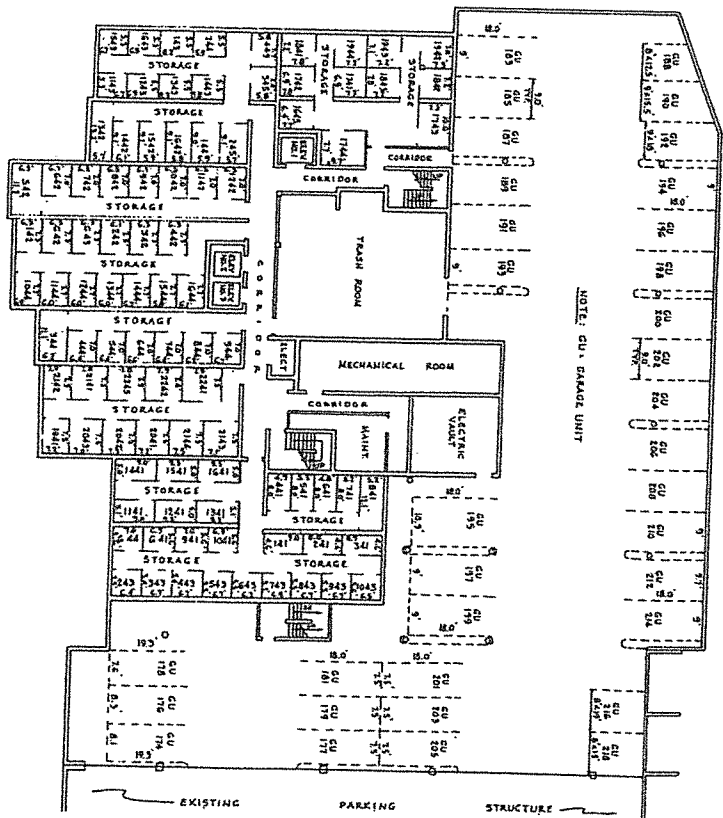
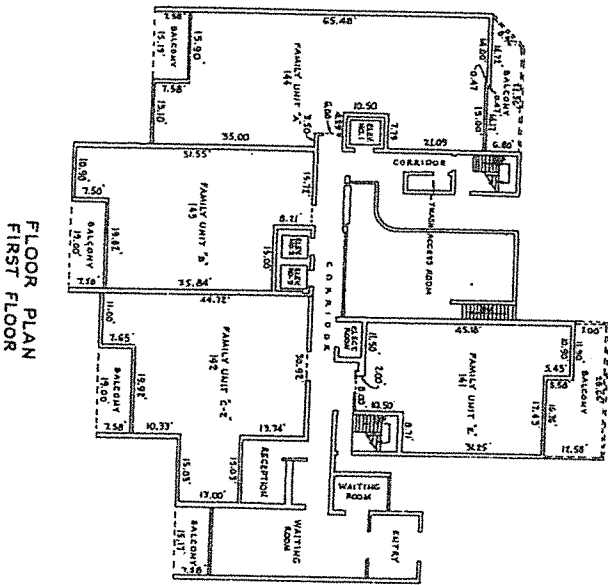
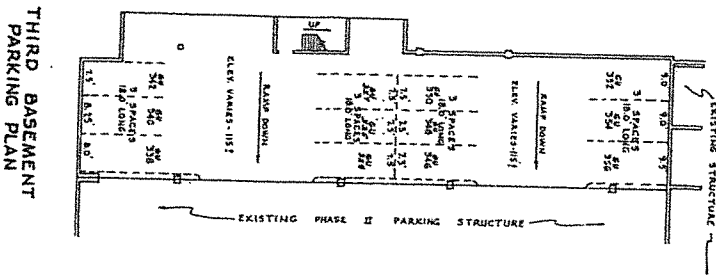
SHEET 2 OF 3

BY SETON, JOHNSON & ODELL, INC.
PORTLAND OREGON
1/2 SECTION NO. 3229 JOB NO. 80-60123

NOTES:

ELEVATIONS SHOWN HEREON ARE ON CITY OF PORTLAND DATUM.
THE BASIS OF DEARINGS IS THE ADJACENT RECORDED PLAT OF AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 2.
FAMILY UNITS INCLUDE PRIVATE BALCONIES, PATIOS AND STORAGE AREAS. ALL OTHER AREAS EXCEPT GARAGE AND UNITS ARE COMMON AREAS.
AN APARTMENT DOES NOT INCLUDE STRUCTURAL AND MECHANICAL PARTS OF BUILDING BUT DOES INCLUDE ANY UTILITY OUTLETS WITHIN THE APARTMENT.
EXTERIOR WALLS ARE 10 INCHES THICK. PARTY WALLS BETWEEN WALLS ARE 12 INCHES THICK. PARTY WALLS CORRIDOR WALLS ARE 12 INCHES THICK. ELEVATOR SHAFT WALLS ARE 12 INCHES THICK.

THIS TRACING IS AN EXACT COPY OF THE PLAT OF AMERICAN PLAZA TOWERS CONDOMINIUM-TOWER NO. 3.



SW 1/4 OF SECTION 3 T 1 S 8 E W 4

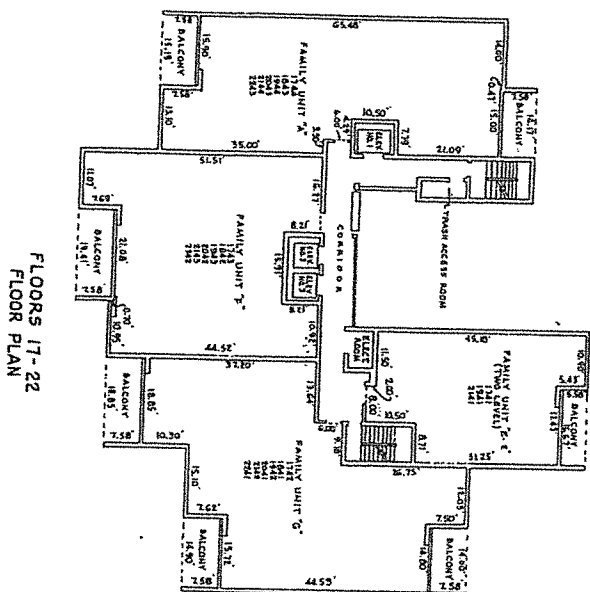
NOVEMBER 4, 1980

4 SECTION NO. 3229 JOB NO. 60 - 60123

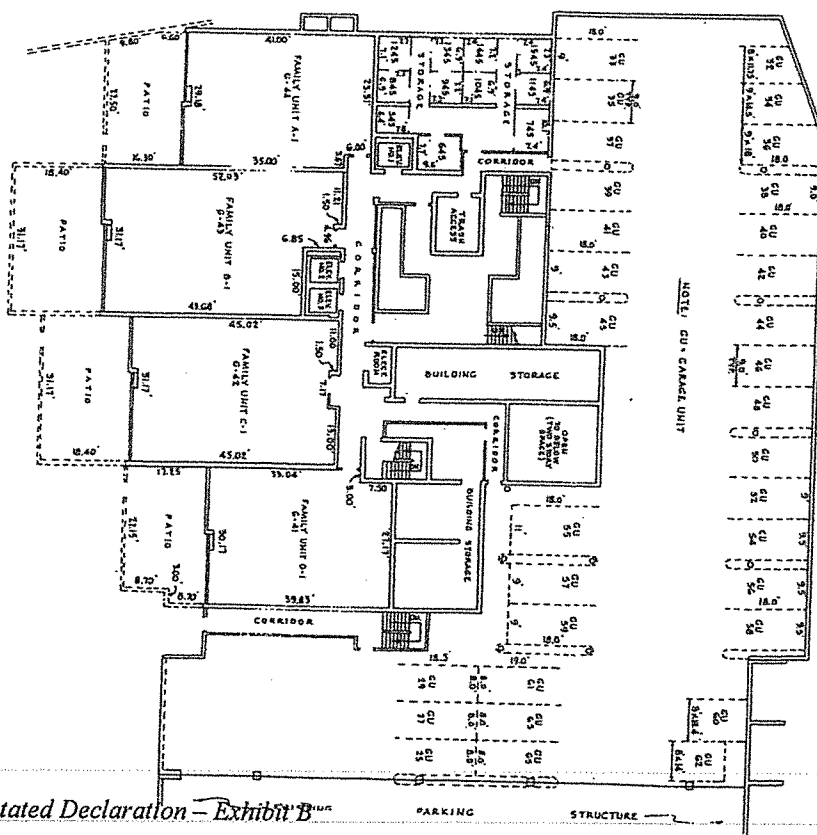
AMERICAN PLAZA TOWERS CONDOMINIUM - TOWER NO. 3.

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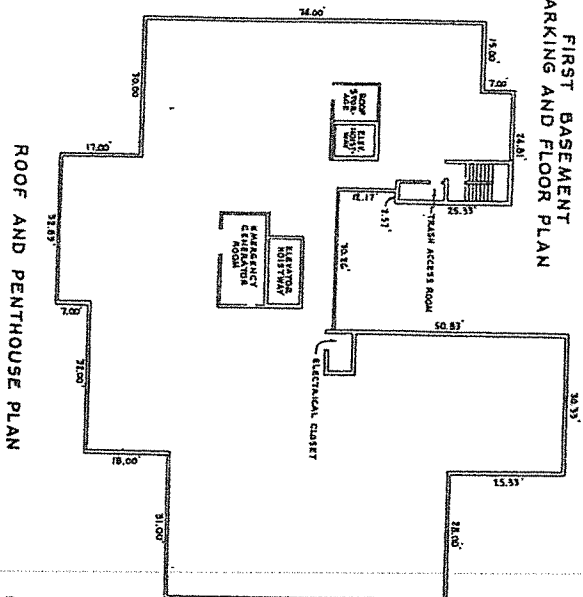
BUILDING SECTION



FLOORS 17-22
FLOOR PLAN



FIRST BASEMENT
PARKING AND FLOOR PLAN



ROOF AND PENTHOUSE PLAN

AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 3

UNITS 2244 & 2245 (A REPLAT OF UNITS 2241 & 2242)
S.W. 1/4 OF SECTION 3, T.15., R.1E., W.M.
CITY OF PORTLAND MULTNOMAH COUNTY, OREGON
SCALE: 1"=30' AUGUST 3, 1981

BY
PETTJOHN, ENGINEERING CO. INC.
PORTLAND, OREGON
SHEET 1 OF 2

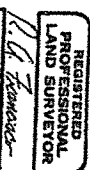
APPROVED November 24, 1981
COUNTY ENGINEER & SURVEYOR
MULTNOMAH COUNTY, OREGON
BY Charles J. [Signature]

ATTEST: Mon 10, 1981
COUNTY RECORDING OFFICE
MULTNOMAH COUNTY, OREGON
BY Don [Signature]
DEPUTY

SURVEYOR'S CERTIFICATE

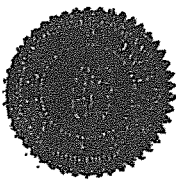
I, R.A. FRANCISCO, FIRST BEING DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE ATTACHED PLAT OF "AMERICAN PLAZA TOWERS CONDOMINIUM - TOWER NO. 3, UNITS 2244 AND 2245 AND AT THE INITIAL POINT OF SAID SURVEY I FOUND A 2 INCH DIAMETER IRON PIPE, SAID INITIAL POINT BEING 589'16.05 E, 494.492 S, E. 50° 41' 57" N, 440.00 FEET FROM THE INITIAL POINT OF SAID AUTOTRIANGULAR ADDITION BLOCKS OF THE FINICE GARUTHERS DONATION LAND CLAIM; THENCE FROM SAID INITIAL POINT 589'16.05 E, 494.492 S, E. 50° 41' 57" N, 440.00 FEET AND 51° 27' 01" W, 251.79 FEET TO THE WESTERN CORNER OF THE PLAT OF "AMERICAN PLAZA TOWERS CONDOMINIUM - TOWER NO. 2; THENCE ALONG THE BOUNDARY OF SAID LAST DESCRIBED PLAT THE FIVE FOLLOWING COURSES, VIZ: (1) 568'32.59 E, 74.50 FEET; (2) 531'27.01 W, 39.90 FEET; (3) 548'11.25 E, 42.61 FEET; (4) 521'35.57 W, 112.46 FEET; (5) AND 589'56.50 E, 161.21 FEET TO THE WEST SIDE OF S.W. FIRST AVENUE, 100 FEET WIDE; OF LOT 1, BLOCK C, OF SAID PLAT OF SOUTH ADDITION; THENCE LEAVING SAID WEST SIDE OF S.W. FIRST AVENUE, AND ALONG PART OF THE SOUTH BOUNDARY OF SAID LOT 1, BLOCK C, THE THREE FOLLOWING COURSES, VIZ: (1) N 85° 56' 30" W, 174.6 FEET; (2) N 77° 47' 17" W, 65.21 FEET; (3) N 65° 24' 28" W, 101.36 FEET; THENCE LEAVING THE SOUTH BOUNDARY OF LOT 1, N 64° 17' E, 196.26 FEET TO THE INITIAL POINT AND POINT OF BEGINNING.

REGISTERED PROFESSIONAL LAND SURVEYOR OF OREGON NO. 543



SUBSCRIBED AND SWORN TO BEFORE ME
THIS 22ND DAY OF SEPTEMBER, 1981

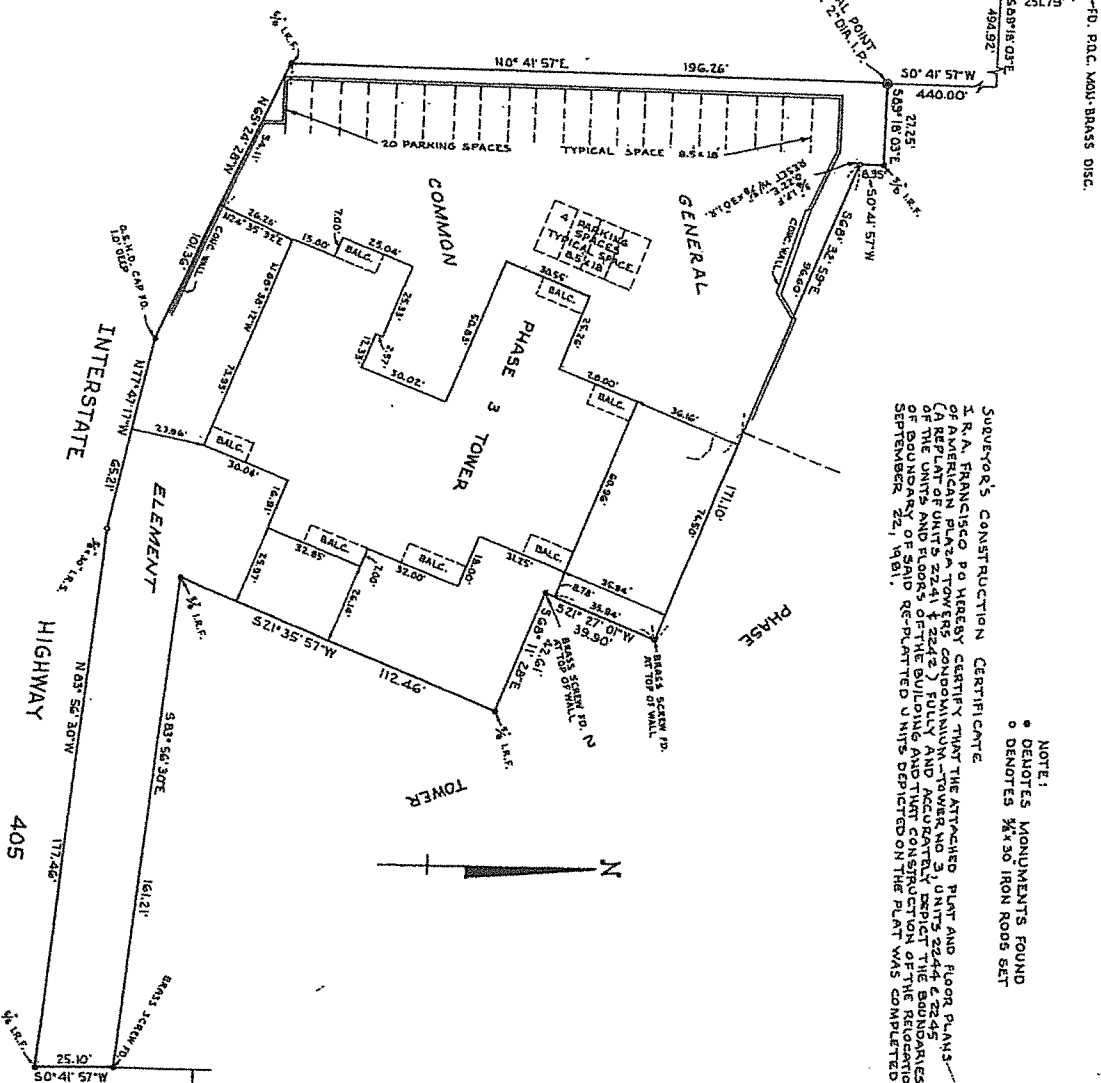
NOTARY PUBLIC IN AND FOR OREGON
MY COMMISSION EXPIRES 2-22-85



THIS TRACING IS AN EXACT COPY
OF THE PLAT OF AMERICAN PLAZA
TOWERS CONDOMINIUM - TOWER
NO. 3 UNITS 2244 & 2245

ALL TAXES, FEES, ASSESSMENTS OR OTHER
CHARGES AS PROVIDED BY O.R.S. 9-512 HAVE
BEEN PAID AS OF NOV. 10, 1981
DIRECTOR DIVISION OF ASSESSMENT LAND
TAXATION-MULTNOMAH COUNTY, OREGON
BY James C. [Signature]
DEPUTY

APPROVED Oct 14, 1981
BUREAU OF BUILDINGS - CITY OF PORTLAND
BY James C. [Signature]



SURVEYOR'S CONSTRUCTION CERTIFICATE
I, R.A. FRANCISCO, DO HEREBY CERTIFY THAT THE ATTACHED PLAT AND FLOOR PLANS
(A REPLAT OF AMERICAN PLAZA TOWERS CONDOMINIUM - TOWER NO. 3, UNITS 2244 AND 2245)
OF THE UNITS AND 589'56.50 E, 161.21 FEET TO THE WEST SIDE OF S.W. FIRST AVENUE, 100 FEET WIDE;
OF BOUNDARY OF SAID RE-PLATTED UNITS DEPICTED ON THE PLAT WAS COMPLETED
SEPTEMBER 22, 1981.

NOTE:
• DENOTES MONUMENTS FOUND
• DENOTES 3/4" 30' IRON ROOD SET

AMERICAN PLAZA TOWERS CONDOMINIUM TOWER NO. 3 UNITS 2244 & 2245 (A REPLAT OF UNITS 2241 & 2242)

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT NEWDEL HOLDINGS, LTD., A BRITISH COLUMBIA CANADA CORPORATION, AMERICAN PLAZA CO., AMERICAN CONDOMINIUM HOMES, INC. AND W.C. SIVERS CO., ALL OREGON CORPORATIONS, DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED PLAT OF AMERICAN PLAZA TOWERS CONDOMINIUM, TOWER NO. 3, UNITS 2244 & 2245, AN OREGON CONDOMINIUM, TO BE A TRUE AND CORRECT PLAT OF LANDS OWNED AND LAID OUT BY THEM AS A CONDOMINIUM, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYORS CERTIFICATE HERUNTO ANNEXED AND THEY DO HEREBY COMMIT SAID LAND TO THE OPERATION OF THE SURVEYORS OWNERSHIP LAW AS LAID OUT IN CHAPTER 91 OF THE OREGON REVISED STATUTES.

NEWDEL HOLDINGS, LTD.

E.R. WIESER - PRESIDENT

AMERICAN PLAZA CO.

W.C. SIVERS - PRESIDENT

W.C. SIVERS CO.

W.C. SIVERS - PRESIDENT

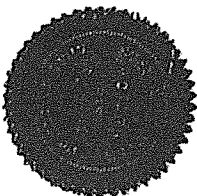
AMERICAN CONDOMINIUM HOMES, INC.
AMERICAN PLAZA CO. - ATTORNEY-IN-FACT
BY W.C. SIVERS - PRESIDENT

ACKNOWLEDGEMENT

STATE OF OREGON }
COUNTY OF MULTNOMAH } s.s.
BE IT REMEMBERED THAT ON THIS 21st DAY OF October, 1981, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY PERSONALLY APPEARED E.R. WIESER AND W.C. SIVERS WHO FIRST BEING DULY SWORN, DID SAY THAT HE, E.R. WIESER, IS PRESIDENT OF NEWDEL HOLDINGS, LTD., AND THAT HE W.C. SIVERS IS PRESIDENT OF AMERICAN PLAZA CO. AN PRESIDENT OF W.C. SIVERS CO. ON ITS OWN BEHALF AND AS ATTORNEY-IN-FACT FOR AMERICAN CONDOMINIUM HOMES, INC. AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT BY AUTHORITY OF THEIR RESPECTIVE BOARDS OF DIRECTORS TO BETHE FREE ACT AND DEED OF SAID CORPORATIONS.

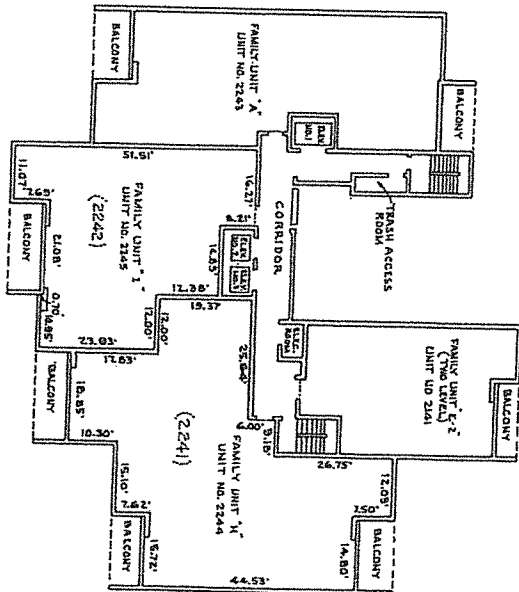
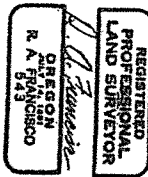
WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC IN AND FOR THE STATE OF OREGON
MY COMMISSION EXPIRES 2-27-85



SHEET 2 OF 2

THIS TRACING IS AN EXACT COPY OF THE
PLAT OF AMERICAN PLAZA TOWERS CONDOMINIUM -
TOWER NO. 3 UNITS 2244 & 2245



22nd FLOOR PLAN
SCALE: 1"=20'

DATUM: CITY OF PORTLAND

3.3' ±	ROOF	329.32	0.17' ±
22' FLOOR		329.32	
21' ±			
20' ±			
19' ±			
18' ±			
17' ±			
16' ±			
15' ±			
14' ±			
13' ±			
12' ±			
11' ±			
10' ±			
9' ±			
8' ±			
7' ±			
6' ±			
5' ±			
4' ±			
3' ±			
2' ±			
1' FLOOR	144.45		
1' SUBT.			
2' SUBT.			
3' SUBT.	116.00		

Page 18 – American Plaza Towers – Amended and Restated Declaration – Exhibit B

After recording return to:
Landye Bennett Blumstein LLP
3500 Wells Fargo Center
1300 SW Fifth Avenue
Portland, Oregon 97201

**AMENDED AND RESTATED BYLAWS OF
AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION**

**Exhibit C to Amended and Restated Declaration of Covenants, Conditions and Restrictions
for American Plaza Towers Condominium**

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10433-001.755131

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**AMENDED AND RESTATED BYLAWS OF
AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION**

**Exhibit C to Amended and Restated Declaration of Covenants, Conditions and Restrictions
for American Plaza Towers Condominium ("Declaration")**

American Plaza Co., an Oregon corporation, Declarant, adopted the original Bylaws for American Plaza Towers as Exhibit E to the Original Declaration recorded on October 4, 1972 in Book 886 Page 55 *et seq.* ("Original Bylaws"), deed records of Multnomah County, Oregon. When the Original Declaration was supplemented and restated pursuant to the Supplemental Restated Declaration of Covenants, Conditions and Restrictions and General Plan of Development for American Plaza Towers recorded on December 18, 1974 in Book 1020 Page 911 *et seq.* and re-recorded on December 30, 1974 in Book 1021 Page 2042 *et seq.*, the revised Bylaws were Exhibit E to such documents and recorded in Book 1020 Page 972 *et seq.* and Book 1021 Page 2111 *et seq.* ("Revised Bylaws"). The Unit owners of American Plaza Towers Condominium have adopted these Amended and Restated Bylaws of American Plaza Towers Condominium Association ("Bylaws") to supersede and replace the Original Bylaws, Revised Bylaws and any amendments thereto in their entirety.

**ARTICLE 1
PLAN OF UNIT OWNERSHIP**

1.1 Unit Ownership. The condominium, located in the City of Portland, County of Multnomah, State of Oregon, known as American Plaza Towers Condominium, is subject to the provisions of the applicable law governing condominiums currently found in ORS 100.005 *et seq.*, and known as the Oregon Condominium Act as said statute may be amended from time to time, the Declaration and these Bylaws.

1.2 Bylaws Applicability. The provisions of these Bylaws are applicable to the American Plaza Towers Condominium Association ("Association") and the entire management structure thereof.

1.3 Personal Application. All present or future owners, guests, 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 or Garage Units of the Condominium 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 amended from time to time, as supplemented by the Declaration, and the definitions in said statute and Declaration are incorporated herein by this reference. References to the Oregon Condominium Act are to ORS Chapter 100 as in effect as of the date of these Bylaws and as hereafter amended, except as future amendments may expressly provide that they are inapplicable to pre-existing condominiums.

ARTICLE 2
ASSOCIATION MEMBERSHIP; VOTING;
MAJORITY OF OWNERS; QUORUM; PROXIES

2.1 Membership in the Association. Upon the recording of a conveyance or contract to convey a Unit or Garage 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 ceases to be an owner of any Unit or Garage Unit. For all purposes of the Declaration and the administration of the Condominium, ownership of each Unit and Garage Unit shall be determined on the basis of the records maintained by the Association. The record for each Unit and Garage Unit shall be established by the owner filing with the Association a copy of the deed to or land sale contract for the Unit or Garage Unit, to which shall be affixed the certificate of the recording officer of the County of Multnomah, Oregon, showing the date and place of recording of such deed or contract. No person shall be recognized as the owner of a Unit or Garage Unit unless a copy of the deed or contract showing the person to be the current owner or contract purchaser of the Unit or Garage Unit has been filed with the Association as provided above.

2.2 Voting. The owner or co-owners of each Unit or Garage Unit shall be entitled to the number of votes for election of directors and all other matters for which the owners may vote equal to the percentage set forth in Exhibit B of the Declaration.

2.3 Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean those owners holding over fifty percent (50%) of the voting percentages allocated to the owners in accordance with the Declaration and Section 2.2 above. "Majority of owners present" shall mean owners holding over fifty percent (50%) of the voting percentages present at any legal meeting.

2.4 Quorum. Except as otherwise provided in these Bylaws, the presence at a meeting in person, by proxy or by ballot of owners holding forty percent (40%) of the voting percentages in the Condominium, as defined in Section 2.2 hereof, shall constitute a quorum. However, the quorum at any adjourned meeting, as described in Section 3.6, shall be twenty-five percent (25%).

2.5 Proxies; Ballots. Votes may be cast in person, by proxy or by ballot. Proxies must be filed with the secretary of the Association (the "Secretary") 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 3.6 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 applicable law governing condominiums currently known as the Oregon

Condominium Act and Section 3.7 of these Bylaws. Proxies and ballots must 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.

Whenever any Unit or Garage Unit is owned by two or more persons according to the records of the Association, the vote of such Unit or Garage 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 or Garage Unit shall be disregarded completely in determining the proportion of votes given with respect to such matter.

An attorney-in-fact, executor, administrator, guardian, conservator or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit or Garage Unit owned or controlled by such person in such capacity, whether or not the same shall have been transferred to such person's name; provided, that such person shall satisfy the Secretary that such person is the attorney-in-fact, executor, administrator, guardian, conservator or trustee holding the Unit or Garage Unit in such capacity. Such person whose authority has been established in the records of the Association shall be entitled to receive all notices otherwise required by the Declaration and these Bylaws to be delivered to the owner of the Unit or Garage Unit.

2.7 Actions by Association; Legal Meeting. Except as otherwise provided in the Declaration, the Articles of Incorporation, these Bylaws, or other applicable law, 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 or 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 and Garage 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.

3.2 Place of Meetings. Formal meetings of the Association shall be held at the Condominium or such other place that is convenient to the owners as may be designated by the Board of Directors.

3.3 Annual Meetings. The annual 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 out 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 4.5 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.

3.4 Special Meetings. Special meetings of the Association may be called by the chairperson of the Association ("Chairperson"), a majority of the Board of Directors, or upon the presentation to the Secretary of a petition signed by owners holding thirty percent (30%) or more of the voting power of the Association. All meetings called because of petition of owners shall be held at a formal gathering and not by ballot, and notice of such meeting shall be sent within thirty (30) 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 or as otherwise set out in these Bylaws.

3.5 Notice of Meetings. The Secretary shall mail by first class or certified mail, shall hand deliver, or shall deliver via electronic communication, 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 ten (10), but not more than fifty (50), days prior to such meeting. The mailing shall be to the owner's address last given to the Secretary in writing by the owner. If ownership is split or the Unit or Garage 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. An owner may decline to receive notices or ballots via electronic communication by written notice to the Secretary.

3.6 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 forty-eight (48) hours nor more than twenty (20) days from the time the original meeting was called. The Board of Directors may extend the date for counting the ballots of a ballot meeting, in one or more extensions, for up to ninety (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. However, if a secret ballot is required, secrecy ballots may not be examined or counted prior to the date certain specified in the notice or any extension thereof.

3.7 Ballot Meetings. Unless prohibited or limited by the Articles of Incorporation of the Association, the Declaration or applicable law governing condominiums currently known as the Oregon Condominium Act, any action that may be taken at any annual or special meeting of the owners may be taken without a meeting if the Association delivers a written or electronic 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

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proposed action shall be deemed to be approved by 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 ten (10) days' notice before written or electronic ballots are mailed or otherwise delivered. The notice shall comply with applicable law governing condominiums currently known as the Oregon Condominium Act. If, at least three (3) days before ballots are scheduled to be mailed or otherwise distributed, at least ten percent (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, and if an electronic ballot is used, secrecy procedures must be put into place to protect the identity of the owner from the vote cast. The Secretary shall mail by first class or certified mail, shall hand deliver, or shall deliver via electronic communication, ballots for ballot meetings to each owner of record not less than twenty (20) but not more than fifty (50) days prior to the date on which such ballots must be received by the Association in order to be counted. Written ballots that are returned in secrecy envelopes or electronic ballots which use secrecy procedures may not be examined or counted before the deadline for returning ballots has passed. The outcome of a ballot meeting shall be determined by the Board of Directors within forty-eight (48) hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within forty-eight (48) hours of the postponed date. Each owner shall be notified within ten (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.

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

- 3.8.1 Report of the credentials chairperson;
- 3.8.2 Proof of notice of meeting or waiver of notice;
- 3.8.3 Election of directors;
- 3.8.4 Approval of minutes of the preceding meeting;
- 3.8.5 Reports of officers;
- 3.8.6 Reports of committees;
- 3.8.7 Approval of inspectors of election;
- 3.8.8 Unfinished business;
- 3.8.9 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 nine (9) persons, each of whom must be an owner or a co-owner of a Unit. However, if a Unit is owned by more than one (1) owner, only one (1) 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, and the general common elements, and assigning, supervising assignments or approving any assignment of the use of any common element as may be required or allowed by the Declaration.

4.3.2 Establishing and maintaining a replacement reserve, reserve study and maintenance plan and updating these as required by applicable law or these Bylaws, and such other reserve accounts as the Board may from time to time designate.

4.3.3 Designating and collecting regular and special assessments from the owners, in accordance with these Bylaws, the Declaration and applicable law governing condominiums currently known as 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 8 of these Bylaws.

4.3.6 Designating and dismissing the personnel necessary for the maintenance and operation of the Condominium and the common elements.

4.3.7 Causing the preparation and distribution of annual financial statements of the Condominium to each of the owners as more specifically provided in Article 11 of these Bylaws.

4.3.8 Adopting and amending administrative rules and regulations governing the details of operation and use of the common elements, the Units and Garage 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. However, any such rules or regulations always shall be subject to rescission or amendment by the Association upon 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 applicable law, currently ORS 100.480, relating to maintenance within the State of Oregon of documents delivered to the

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Association by the Declarant, depositing all assessments in a federally insured 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 applicable law governing condominiums currently known as the Oregon Condominium Act.

4.3.10 Causing the Association to file an Annual Report with the Oregon Real Estate Agency, as provided in applicable law governing condominiums currently known as the Oregon Condominium Act.

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 not more than sixty (60) days' written notice.

4.5 Election and Term of Office. At the annual meeting, the owners shall elect three (3) Directors to serve until the third annual meeting following the election and until a successor is elected and qualified. These candidates shall appear on a single ballot. The three (3) candidates receiving the highest number of votes shall be elected to serve as Directors. If there is a tie vote, then the two candidates subject to the tie shall have a run-off election and the candidate receiving the highest votes in the run-off election shall be the Director.

4.6 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 by vote of a majority of the remaining Directors, except as provided in Article 4.7, even though they may constitute less than a quorum; and each person so elected shall be a Director until the expiration of the vacant term for which such person was elected.

4.7 Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one (1) or more of the Directors may be removed with or without cause, by a majority vote of owners present by person or by proxy. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. The owners must vote on the removal of each Director whose removal is proposed as a separate question. Removal of a Director by owners is effective only if the matter of removal was stated in the notice of the meeting and was an item on the agenda. An election shall then and there be

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held by the owners of the Association to fill each vacancy thus created. The candidates(s) receiving the highest number of votes shall be elected to serve as Directors to complete the term of the Director removed. If the owners fail to elect a successor, the remaining Directors, even though they may constitute less than a quorum, may elect a successor to complete the term of the Director removed.

Any Director who fails to attend three (3) successive regular meetings of the Board of Directors, or who fails to attend more than one-third (1/3) of the regular meetings of the Board of Directors during a twelve (12) month period, may be removed by a majority of the remaining Directors at the meeting following such failure.

4.8 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, which notice shall state the time, place and purpose of the meeting, shall be given by the Chairperson or Secretary at least three (3) days before the meeting to each Director, given personally or by mail, e-mail, telephone, facsimile, telegraph or other similarly reliable method.

4.9 Special Meetings. Special meetings of the Board of Directors may be called by the Chairperson or Secretary or on the written request of at least two (2) Directors. All such meetings shall be held at such time and place as shall be determined by a majority of the Directors. Notice of special meetings of the Board of Directors, which notice shall state the time, place and purpose of the meeting, shall be given by the person or persons calling the meeting at least three (3) days before the meeting to each Director, given personally or by mail, e-mail, telephone, facsimile, telegraph, or other similarly reliable method.

4.10 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 by that Director of notice 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 but no business not included in the notice of a meeting may be transacted at any meeting without the consent of all Directors.

4.11 Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present 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. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.12 Board of Directors' Meetings Open to All Association Members. Except as provided in Section 4.13, all meetings of the Board of Directors shall be open to all members of the Association. No Association member who is not a member of the Board of Directors shall have a right to participate in the Board of Directors' meetings, but the Chairperson may permit any person to address the Board of Directors during a meeting on any matter relating to the

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Condominium. The Chairperson shall have authority to exclude any Association member who disrupts the proceedings at a meeting of the Board of Directors.

4.13 Executive Session. At the discretion of the Board, and in compliance with applicable law governing condominiums currently known as the Oregon Condominium Act, the Board may meet in executive session. 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.

4.14 Notice to Association Members of Board of Directors' Meetings. For other than emergency meetings, notice of Board of Directors' meetings shall be posted in each tower on the Condominium property at least three (3) days prior to 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 reasonable locations which have been generally publicized to the owners.

4.15 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. 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. However, no such meeting shall occur unless a quorum of the Board of Directors participates in the same and after an attempt has been made to reach each Director.

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

ARTICLE 5 **OFFICERS**

5.1 Designation. The principal officers of the Association shall be a chairperson, vice-chairperson, 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 shall be elected by the Board of Directors at the first meeting of the Board after the annual meeting of the Association or at any Board meeting thereafter and shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor shall be elected at any regular or special meeting of the Board of Directors.

5.4 Chairperson. The Chairperson shall be the chief executive officer of the Association. The Chairperson shall preside at all meetings of the Association and of the Board of Directors and 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 appropriate to assist in the conduct of the affairs of the Association. .

5.5 Vice Chairperson. The Vice Chairperson shall take the place of the Chairperson and perform such duties whenever the Chairperson is absent or unable to act.

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

5.7 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.

ARTICLE 6

ASSESSMENTS; BUDGET; MAINTENANCE; EASEMENTS

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 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 semi-annually, quarterly or monthly. All of the reserve accounts set up pursuant to these Bylaws shall be funded by allocation and payment from the assessment of Unit and Garage Unit owners. The assessment of all 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 and Garage 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 or Garage Unit. The Board of Directors, in its sole discretion, or the management agent, at the direction of the Board of Directors, may round up the assessments to the next whole dollar amount or to the next quarter dollar amount. Certain services provided through the Association, such as basic cable television service, may be billed on a per Unit basis rather than on the basis of percentage ownership.

All assessments and other Association funds shall be deposited and maintained in the name of the Association in one or more separate insured accounts as required by applicable law governing condominiums currently known as the Oregon Condominium Act.

The assessment of Units and Garage 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 those portions of Units for which the Association has responsibility and Association property, if any.
- 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.
- 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 of the Condominium.
- 6.1.1.7 Legal, accounting and other professional fees.
- 6.1.1.8 The annual expense to update or perform a new reserve study and to update and/or supplement the maintenance plan and reserve study.
- 6.1.1.9 The expense necessary to carry out the maintenance plan.
- 6.1.1.10 Any other items that are properly chargeable as an expense of the Association.

6.1.2 Reserve Items and Reserve Study:

6.1.2.1 Reserve Account. A reserve account shall be established for the purpose of effecting major maintenance, repair and replacement of structural elements, mechanical equipment, exterior painting, and other common elements of the Condominium which will normally require replacement in more than one (1) and less than thirty (30) years. Payment into this account shall be deemed a contribution to capital improvement as and when made. The reserve accounts for major maintenance, repair and replacement shall be funded by assessment against the same Units and Garage Units that are assessed for the maintenance of the items for which the reserve account is established. Assessments paid into the reserve accounts are the property of the Association and are not refundable to sellers of Units and Garage Units. No owner shall have any individual rights in any of these reserves, although it is understood that

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the value of their respective Units and Garage Units may increase in proportion to each Unit's and Garage Unit's right to receive repair, maintenance and replacement therefrom.

6.1.2.2 Reserve Study. The Board of Directors of the Association annually shall conduct a reserve study and maintenance plan, or review and update an existing study, of the common elements to determine the reserve account requirements. The reserve account need not include items that could reasonably be funded from operating assessments. The reserve study shall:

- (a) Identify all items for which reserves are to be established;
- (b) Include the estimated remaining useful life of each item as of the date of the reserve study; and
- (c) Include for each item, as applicable, an estimated cost of maintenance, repair and replacement of each item at the end of the item's useful life.

Except as otherwise provided in applicable law governing condominiums currently known as the Oregon Condominium Act, the reserve account shall be used only for major maintenance, repair and replacement of common elements for which reserves have been established and shall be kept separate from other accounts.

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

6.1.3 Maintenance Plan. The Board of Directors shall prepare and periodically review and update a maintenance plan for the maintenance, repair and replacement of all property for which the Association has maintenance, repair and replacement responsibility under the Declaration or these Bylaws. The maintenance plan shall:

- 6.1.3.1 Describe the maintenance, repair and replacement to be conducted;
- 6.1.3.2 Include a schedule for the maintenance, repair and replacement;
- 6.1.3.3 Be appropriate for the size and complexity of the maintenance, repair and replacement responsibility of the Association; and
- 6.1.3.4 Address issues that include, but are not limited to, warranties and the useful life of the items for which the Association has maintenance, repair and replacement responsibility.

6.2 Special Assessments. The Board of Directors shall have the power to levy special assessments:

6.2.1 Against all owners for common expenses separate from the regular annual budget; and

6.2.2 Against an owner or co-owners for the loss or costs to the Association at the fault of the owner or co-owners for the amount of the loss or costs incurred by the Association.

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

6.3.1 Adoption of Budget. 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 common expenses of the Association and collect appropriate reserves during the ensuing fiscal year. Within thirty (30) days after adopting the annual budget, the Board shall provide a summary of the budget to all owners. The budget shall constitute the basis for determining each Unit and Garage Unit owner's assessment for the common expenses of the Condominium.

6.3.2 Failure to Prepare Budget. The failure of the Board of Directors to prepare and/or to present a budget to the owners in a timely manner shall not be cause for any owner to fail or refuse to pay assessments. Assessments shall continue, based upon 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.

6.3.3 Failure to Adopt Budget. If the Board of Directors fails to adopt a budget for a new fiscal year in a timely manner, a majority of owners may at any general or specially called meeting, adopt such a budget, announce it to the owners and immediately commence assessments based on the newly adopted budget. Additionally, at any general or specially called meeting, a majority of owners may amend any budget adopted by the Board of Directors. Thereafter, the amount of assessments due from Unit and Garage Unit owners shall be based on the budget as so amended until a new budget is adopted in accordance with this Section 6.3.

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

6.3.5 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.

6.4 Default. The failure of an owner to pay any assessment of the Association when due shall be a default by such owner under the Declaration and these Bylaws. In addition to the Association's other remedies provided in the Declaration or applicable law governing

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condominiums currently known as the Oregon Condominium Act, the Board may declare the balance of such owner's annual assessment otherwise being paid in installments due and payable. Interest shall be charged on delinquent assessments at the lesser of twelve percent (12%) per annum or the highest rate permitted by applicable law.

The Board may impose a late charge on any assessment that is delinquent for ten (10) or more days. Such late charge shall not exceed twenty-five percent (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 upon compliance with the provisions of applicable law, currently 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 the Unit or Garage Unit or shall be entitled to the appointment of a receiver. Liability for all assessments, fines, charges, interest, fees (including attorneys' fees, whether or not a suit or an action is commenced), and other sums owing by the owner pursuant to the Declaration, these Bylaws, applicable law governing condominiums currently known as the Oregon Condominium Act and rules and regulations of the Association, shall be the personal obligation of the 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 applicable law governing condominiums currently known as 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 or Garage Unit is subject.

6.5 Statement of Assessments.

6.5.1 The Association shall provide, within ten (10) business days of receipt of a written request from an owner, a written statement showing all:

6.5.1.1 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.

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

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

6.5.2 The Association is not required to comply with Section 6.5.1 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.

6.6 Maintenance, Repair and Replacement.

6.6.1 Owner's Obligation (Unit). Every owner at the owner's expense shall perform promptly all maintenance and repair work that is needed within the owner's Unit to prevent any negative effect on the common elements of the Condominium or another Unit, and in such a way that it will not interfere with the rights of other Unit owners to quietly enjoy the use and occupancy of their respective Units and common elements. All maintenance, repair and replacement of installations of each Unit shall be at the sole expense of the owner of such Unit. Such installations include, but are not limited to, water, lights, gas, power, sewage, telephones, air conditioners, terrace sliding glass doors and the windows therein, heaters, and sanitary installations, lamps and all other accessories and appliances belonging to the Unit area. 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, sound transmission, damage caused by plugged toilets and bath drains, overloaded electrical outlets, and clothes washer, bath tub/shower and dishwasher leakage or overflow.

6.6.2 Owner's Obligation (Common Elements). All maintenance, repair and replacement of Unit access doors, door frames and all window glazing at the perimeter of a Unit shall be at the sole expense of the owner of such Unit. The owner of the Unit shall perform said maintenance, repair and/or replacement unless the Board of Directors determines it is in the best interest of the Association to perform the duty and invoice the owner for said expense. Such expense shall be treated as an assessment against such owner and the Unit.

6.6.3 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.

6.6.4 Association Obligation. Except as provided in these Bylaws and the Declaration, the Association shall perform all maintenance, repair and replacement of the common elements. The Association shall also perform the maintenance (including painting) of the interior surfaces of the terrace walls, ceilings and railings which are part of the Unit. Exterior maintenance around perimeter windows (such as caulking and flashing) shall be the responsibility of the Association.

6.7 Right of Entry; Easement for Maintenance; Encroachments.

6.7.1 Association Right of Entry. In case of an emergency originating in or threatening a Unit, a management agent or any other person authorized by the Board of Directors or the Association may enter the affected Unit to make emergency repairs or inspections, whether the owner is present at the time or not.

6.7.2 Easement for Maintenance. An easement for the benefit of the Association is hereby reserved in and through all Units, Garage 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 and those portions of the Units for which the Association has such obligation. If, in the process of such repair and maintenance by the Association, it is necessary to alter or damage any Unit, Garage Unit or common elements, such alterations or damages shall be permitted without compensation, provided that the Unit, Garage Unit and/or common elements are promptly restored to substantially their prior condition by the Association.

6.7.3 Encroachment. If any portion of the common elements encroaches upon a Unit or Garage Unit, or a Unit or Garage Unit encroaches upon any portion of the common elements, a valid easement for the encroachment and for the maintenance of the same, so long as the affected Unit, Garage Unit or common element stands, shall and does exist. In the event that the affected Unit, Garage Unit or common element either is partially or totally destroyed and then rebuilt, the owners of the Units and Garage 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 (including the family, invitees or tenants of the owner) 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, except that an owner may not be denied use of the common elements necessary for access to a Unit or Garage Unit.

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 a Unit as a "home office" provided that clients, customers, vendors and employees do not regularly visit the Unit. All common elements shall be used in a manner conducive to such purpose.

7.2 Restriction on Alteration to Unit. No owner shall make structural alterations or installations in the owner's Unit without previously notifying the Association in writing to the management agent, if any, or to the Chairperson of the Board of Directors, if no management agent is employed. The Association shall answer within forty-five (45) 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. Nothing herein contained shall waive or limit an owner's obligation to comply with the provisions of applicable law governing condominiums currently known as the Oregon Condominium Act.

7.3 Use of the Common Elements. Except as allowed by specific Association rules and regulations, no owner shall place or cause to be placed in the lobbies, vestibules, breezeways, stairways or driveways or other common elements of the Condominium of a similar nature, any furniture, packages or objects of any kind. 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 a reasonable number of domestic dogs and cats or household pets shall be permitted on the Condominium property. Any Unit owner who maintains any pet upon any portion of the Condominium shall be deemed to have agreed to indemnify and hold the Association and each of its members free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. 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 to require any owner or occupant whose pet is a nuisance, to remove such pet from the Condominium.

7.5 Appearance of Condominium Buildings. No owner shall cause anything to be painted, hung, displayed or placed on the walls, railings, doors, windows, walkways, patios, terraces, fences, ceilings of walkways or roof of the Condominium building(s) or any 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, no "For Sale" or "For Rent" signs or other sign of any kind shall be allowed on any part of the Condominium property or displayed to the public view from any Unit without the prior written consent of the Board of Directors.

7.6 Nuisances. No nuisances, noxious or offensive activity 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 upon 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 and trash shall be placed inside disposal containers. No Unit or Garage Unit owner shall make or permit any use of the Unit or Garage Unit or make any use of the common elements that would increase the cost of insurance upon 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. Water beds are prohibited in any Unit.

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. Except as required 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 common elements 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 owners. No window guards, awnings or shades shall be installed without the prior written consent of the Board of Directors.

7.9 Satellite Dishes and Antennas. Except as otherwise required 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 (1) meter or less and antennas designed to receive television broadcast signals or multi-channel multi-point distribution (wireless cable), may be placed on the terrace of a Unit if it is securely mounted in such a manner that it may not become dislodged. Owners installing permitted satellite dishes or antennas shall not penetrate into 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. This section and any rules adopted hereunder 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 or Garage Units in the Declaration are intended for use of vehicles of owners, guests, invitees, and Association employees. The Directors may make such rules as may be necessary to govern the use of the parking areas by which all owners and other users shall be bound.

7.11 Speed Limit. The speed of vehicular traffic on the parking areas and driveways on Condominium property shall be limited to ten (10) miles per hour as a safety precaution. This speed limit shall apply to all wheeled objects.

7.12 Use of Recreational and Common Facilities. The recreational building and facilities and play areas, all other common elements, including any common garden and common patio, 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 may be adopted by the Board of Directors. Use of recreational and common facilities shall be conditioned upon compliance with such rules and regulations.

7.13 Leasing; Renting Units. A Unit owner may rent or lease the Unit or room therein or Garage Unit for a period of not less than thirty (30) days, provided that the occupancy is only by the lessee, his visitors and guests. No transient tenants may be accommodated and no

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rental shall be permitted if the occupants of the Units are provided customary hotel services, such as room services for food, beverage, maid service, furnishing of laundry and linen and bellboy service. A copy of the lease shall be filed with the Secretary of the Association. However, 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 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).

7.15 Additional Rules. Rules and regulations concerning other use of the Condominium property, Units and Garage 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 upon 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, design and which insurance shall be governed by the provisions in this section.

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 Two Million Dollars (\$2,000,000) 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 any action against another named insured.

8.1.3 Worker's 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. However, 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.

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 losses.

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 "B+" or better and a size rating of "IX," or better, by Best's Insurance Reports, or equal ratings by widely recognized rating services or as may be otherwise acceptable to all 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; however, where 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 the owner's Unit in excess of One Thousand Dollars (\$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 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, Garage Unit or Unit that has been damaged or destroyed, an affected owner (i.e., the owner whose Unit has been damaged or destroyed) shall contribute to the Association all amounts received by such owner from property (other than personal 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. 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 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 Garage Unit 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 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 thirty (30) days' notice to the

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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 Five Hundred Thousand Dollars (\$500,000) for each occurrence.

8.8 Responsibility for Payment of Deductible. Except as elsewhere provided in these Bylaws or the Declaration, the deductible amount under the Association's casualty insurance policy shall be paid by the party(ies) with responsibility for maintenance, repair, and replacement of the damaged item without regard to whether the loss may have been caused by the negligence of any party. Since the Association is charged with maintenance, repair, and replacement of the common elements, and individual owners are charged with maintenance, repair, and replacement of their individual Units, the Association will pay the deductible with regard to damage to the common elements, and individual owners will pay the deductible for damage to their Units. For purposes of this section, the term "deductible" includes both the deductible portion of an insured loss, a casualty loss that is not insured when it is not required to be insured under the terms of the Declaration or Bylaws, an uninsured loss or a loss that is below the deductible limit.

If loss occurs to more than one Unit, Garage Unit or to common elements and one or more Units and/or Garage Units, the deductible amount under the Association's casualty insurance policy shall be allocated between or among the parties in proportion to their total respective losses.

Nothing in this provision shall bar a claim by any party, including, without limitation, any owner or the Association, to recover any loss or damage caused by the negligence of any other party.

8.9 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 or agent of the insurance carrier writing the master policy.

8.10 Duplicate Insurance Coverage. In the event of duplicate insurance coverage between the Association's policy and an individual's policy, the insurance policy obtained by the Association 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. However, if three-fourths (3/4ths) or more in value of all the buildings is destroyed or substantially damaged, and if the owners of at least sixty percent (60%) of the Units so vote, 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 applicable law, currently 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. 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. However, any such amendment of such Condominium documents shall be valid only upon (1) compliance with all applicable provisions of applicable law governing condominiums currently known as the Oregon Condominium Act; (2) approval by the Oregon Real Estate Commissioner; and (3) recording thereof with the recording officer of Multnomah County.

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 applicable law governing condominiums currently known as the Oregon Condominium Act and other provisions of the Declaration and the Bylaws.

ARTICLE 10

AMENDMENTS TO BYLAWS

These Bylaws may be amended by the owners holding a majority of the total voting rights allocated to the Units and Garage 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 set forth in the Declaration. Any amendments adopted hereunder shall be reduced to writing and certified by the Chairperson 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.

ARTICLE 11

RECORDS AND AUDITS

11.1 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 applicable law, currently 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 insofar as such 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.

11.2 Records of Receipts and Expenditures. The Board of Directors or its designee shall keep detailed, accurate records 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 owners and mortgagees during convenient weekday hours.

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

11.4 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.

11.5 Reports and Audits. The Board of Directors shall prepare or cause to be prepared an annual financial statement consisting of a balance sheet and income and expense statement setting forth the financial condition of the Association as of the end of each year. The

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report shall be prepared according to generally accepted accounting procedures and shall be distributed to all Unit owners within ninety (90) days after the end of each fiscal year. The Board of Directors shall cause the financial statement to be audited within one hundred eighty (180) days after the end of the fiscal year by an independent certified public accountant licensed in the State of Oregon, in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Any owner or mortgagee may, at the expense of the owner or mortgagee, cause an audit or inspection to be made of the books and records of the Association.

11.6 Notice of Sale, Mortgage, Rental or Lease. Immediately upon the sale, mortgage, rental or lease of any Unit or Garage Unit, the 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 Sections 7.1 and 7.13.

ARTICLE 12 **COMPLIANCE**

These Bylaws are intended to comply with the provisions of applicable law governing condominiums currently known as the Oregon Condominium Act, which are incorporated herein, and to supplement the provisions of the Condominium Declaration. If any of the provisions hereof conflict with the provisions of said statutes, the statutory provisions shall apply. If any of the provisions hereof conflict with the provisions of the Declaration, the provisions of the Declaration shall apply.

ARTICLE 13 **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 fact 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 attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if the person acted in good faith and in a manner 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 the 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 the 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

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person had no right to such payments. Each person who is ultimately held liable for actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against each other Director, officer, employee or agent and member of the Association who participated with or benefited from the acts which created said liability.

ARTICLE 14
ASSESSMENT AND FINE COLLECTION COSTS;
ENFORCEMENT; SUITS AND ACTIONS

Whether or not suit or action is commenced, owners shall be obliged to pay reasonable fees and costs, including, but not limited to, attorney's fees (whether or not suit or action is commenced) incurred in connection with efforts to collect delinquent and unpaid assessments, fines and enforcement of the Declaration, Bylaws or rules and regulations of the Association. 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 applicable law, currently ORS 100.405(4).

In the event suit or action is commenced by the Association or an owner for the collection of any amounts due pursuant to these Bylaws or for the enforcement of any provisions of the Declaration or Bylaws or applicable law governing condominiums currently known as the Oregon Condominium Act, the prevailing party will be entitled to recover in addition to all other obligations, the costs of such suit or action, including reasonable attorneys' fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees in the appellate court to be fixed by such court.

ARTICLE 15
MISCELLANEOUS

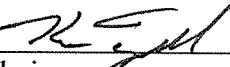
15.1 Notices. All notices to the Association or to the Board of Directors shall be sent care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices to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

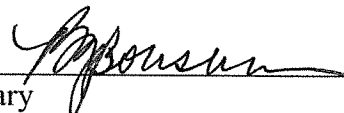
15.2 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

15.3 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.

The undersigned Chairman and Secretary hereby certify that these Amended and Restated Bylaws American Plaza Towers Condominium Association have been approved by the requisite percentage of owners as required by the Original Bylaws and the Revised Bylaws and applicable law governing condominiums currently known as the Oregon Condominium Act.


AMERICAN PLAZA TOWERS CONDOMINIUM
ASSOCIATION

By: 
Chairman

By: 
Secretary

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged before me on MAY 27th, 2014, by Kenneth M. Tyrrell, as Chairman, and by BARBARA J. BOUSUM, as Secretary for American Plaza Towers Condominium Association and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.


Notary Public for Oregon

