

12-30-74

Exhibit B-16

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Unit	No. Bedrooms	No. Baths	Pvt. Terrace Area	Approx. Sq. Ft.
1621	2	2	1	1289
1622	2	2	2	1756
1623	2	2	1	1436
1624	2	2	1	1508
1625	3	2	2	2162
1721	2	2	1	1289
1722	3	2	2	1756
1723	2	2	1	1436
1724	2	2	1	1508
1725	3	2	2	2167
1821	2	2	1	1301
1822	2	2	2	1758
1823	2	2	1	1439
1824	2	2	1	1508
1825	3	2	2	2167
1921	2	2	1	1301
1922	2	2	2	1756
1923	2	2	1	1441
1924	2	2	1	1508
1925	3	2	2	2162
2021	2	2	1	1301
2022	2	2	2	1771
2023	2	2	1	1439
2024	2	2	1	1511
2025	3	2	2	2162
2121	2	2	1	1301
2122	2	2	2	1763
2123	2	2	1	1441
2124	2	2	1	1513
2125	3	2	2	2158
2221	2	2	1	1301
2222	2	2	2	1810
2223	2	2	1	1439
2224	2	2	1	1511
2225	3	2	2	2167
2321	2	2	1	1297
2322	3	3	3	2689
2323	3	2	1	2050
2324	3	2	2	2167
2421	2	2	1	1286
2422	3	3	3	2780
2423	3	2	1	2050
2424	3	2	2	2167
2521	2	2	1	1297
2522	3	3	3	2773
2523	3	2	1	2094
2524	3	2	2	2254
2621	2	2	2	1980*
2622	3	3	4	3819*
2623	3	2	2	3614*
2624	3	2	3	3117*

*Includes one roof terrace area.

Description and Location of Garage Units

There are 178 garage units located in a three story garage structure adjacent to the 26 story residential tower. This garage structure is constructed of reinforced concrete. The roof is for auto parking and a pedestrian plaza and on a portion of the roof there is a portion of a city park. The City of Portland has title to the surface of said city park portion. The location of each unit is shown on a diagram marked Exhibit "B-13" attached hereto and incorporated herein by this reference. The boundaries of the garage units are the interior surfaces of the floors, ceilings and walls where a garage apartment is bounded by walls or a wall, and the area defined by the horizontal dimensions referred to in the diagram marked Exhibit "B-13". The approximate vertical distance between floor and ceiling of the garage units located in this three-level, partially submerged parking structure immediately west of the tower is in excess of seven feet.

First Parking Level:

<u>Garage Unit Number</u>	<u>Sq. Ft.</u>	<u>Garage Unit Number</u>	<u>Sq. Ft.</u>
GU-0	252	GU-72	162
GU-1	162	GU-73	162
GU-2	162	GU-74	162
GU-3	162	GU-75	162
GU-4	162	GU-76	162
GU-5	162	GU-77	162
GU-6	162	GU-78	162
GU-7	162	GU-79	162
GU-8	162	GU-80	162
GU-9	162	GU-81	162
GU-10	162	GU-82	162
GU-11	162	GU-83	162
GU-12	162	GU-84	162
GU-13	162	GU-85	162
GU-14	162	GU-86	162
GU-15	162	GU-87	162
GU-17	162	GU-88	162
GU-19	162	GU-89	162
GU-21	162	GU-90	162
GU-23	162	GU-91	162
GU-64	162	GU-92	162
GU-66	162	GU-93	162
GU-67	162	GU-94	162
GU-68	162	GU-95	162
GU-69	162	GU-96	162
GU-70	162	GU-98	162
GU-71	162		

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Second Parking Level:

<u>Garage Unit Number</u>	<u>Sq. Ft.</u>	<u>Garage Unit Number</u>	<u>Sq. Ft.</u>
GU-141	162	GU-287	162
GU-143	162	GU-289	162
GU-144	162	GU-291	162
GU-145	162	GU-293	162
GU-146	162	GU-295	162
GU-147	162	GU-297	162
GU-148	162	GU-305	162
GU-149	162	GU-306	162
GU-150	162	GU-307	162
GU-151	297	GU-308	162
GU-152	225	GU-309	162
GU-153	162	GU-310	162
GU-154	234	GU-311	162
GU-156	162	GU-312	162
GU-159	162	GU-313	162
GU-160	162	GU-314	162
GU-161	162	GU-315	162
GU-162	162	GU-317	162
GU-163	162	GU-319	162
GU-164	162	GU-320	234
GU-165	162	GU-321	162
GU-166	162	GU-322	162
GU-167	162	GU-324	162
GU-168	162	GU-326	162
GU-169	162	GU-328	162
GU-170	162	GU-330	162
GU-171	162	GU-331	162
GU-172	162	GU-332	162
GU-173	162	GU-333	162
GU-175	162	GU-334	162
GU-207	162	GU-335	162
GU-209	162	GU-336	162
GU-211	162	GU-337	162
GU-213	162	GU-339	162
GU-215	162	GU-341	162
GU-217	162	GU-343	162
GU-219	162	GU-345	162
GU-220	162	GU-347	162
GU-221	162	GU-355	162
GU-222	162	GU-357	162
GU-223	162	GU-358	162
GU-224	162	GU-359	162
GU-226	162	GU-360	162
GU-228	162	GU-361	162
GU-230	162	GU-362	162
GU-231	162	GU-363	162
GU-232	162	GU-364	162
GU-233	162	GU-365	162
GU-234	162	GU-366	162
GU-235	162	GU-368	162
GU-236	162	GU-370	162
GU-237	162	GU-372	162
GU-238	162	GU-374	162
GU-239	162	GU-376	162
GU-240	162	GU-378	162
GU-241	162	GU-380	162
GU-242	162	GU-382	162
GU-244	162	GU-384	162
GU-246	162	GU-386	162
GU-248	162	GU-388	162
GU-250	162	GU-390	162
GU-252	162	GU-392	162

SOON 1021 056 2035

Exhibit C-1

Percentage of Interests in General
Common Elements and Voting Shares

80% 1020 95%

Family Unit No.	Phase 1 Effective 10/4/72 to 11/ /74	Phase 2 Effective On & after 11/ /74	Phase 3
G-10	.921	.341	.236
G-20	.870	.322	.223
G-30	.902	.334	.231
I-103	.801	.296	.205
I-102	.767	.284	.196
I-101	.912	.338	.234
I-204	.817	.302	.209
I-203	.785	.289	.200
I-202	.923	.342	.236
I-201	.680	.252	.174
I-206	.571	.211	.146
I-205	.576	.213	.148
I-304	.834	.309	.214
I-303	.796	.295	.204
I-302	.942	.348	.241
I-301	.691	.255	.177
I-306	.583	.215	.149
I-305	.589	.217	.151
I-404	.848	.313	.217
I-403	.813	.300	.209
I-402	.958	.354	.246
I-401	.704	.260	.181
I-406	.595	.220	.153
I-405	.600	.222	.154
I-504	.865	.320	.222
I-503	.827	.306	.212
I-502	.977	.362	.250
I-501	.718	.266	.184
I-506	.603	.223	.155
I-505	.612	.226	.157
I-604	.880	.326	.226
I-603	.842	.312	.216
I-602	.993	.368	.255
I-601	.731	.270	.187
I-606	.616	.228	.158
I-605	.622	.230	.160
I-704	.895	.331	.229
I-703	.856	.317	.219
I-702	1.011	.374	.259
I-701	.742	.275	.190
I-706	.626	.232	.161
I-705	.632	.234	.162
I-804	.910	.338	.234
I-803	.871	.322	.223
I-802	1.027	.380	.263
I-801	.755	.280	.194
I-806	.639	.237	.164
I-805	.642	.238	.165

80% 1021 2036

Exhibit C-3

Garage Unit No.	Phase 1 Effective	Phase 2 Effective	Phase 3
	10/4/72 to 11/ /74	On & after 11/ /74	
GU-97	.072	.027	.019
GU-99	.072	.027	.019
GU-100	.072	.027	.019
GU-101	.072	.027	.019
GU-102	.072	.027	.019
GU-103	.072	.027	.019
GU-104	.072	.027	.019
GU-105	.072	.027	.019
GU-106	.072	.027	.019
GU-107	.072	.027	.019
GU-108	.072	.027	.019
GU-109	.072	.027	.019
GU-110	.072	.027	.019
GU-111	.072	.027	.019
GU-112	.072	.027	.019
GU-113	.072	.027	.019
GU-114	.072	.027	.019
GU-115	.072	.027	.019
GU-116	.072	.027	.019
GU-117	.079	.029	.020
GU-118	.072	.027	.019
GU-119	.079	.029	.020
GU-120	.072	.027	.019
GU-121	.072	.027	.019
GU-122	.072	.027	.019
GU-123	.072	.027	.019
GU-124	.072	.027	.019
GU-125	.072	.027	.019
GU-126	.072	.027	.019
GU-127	.072	.027	.019
GU-128	.072	.027	.019
GU-129	.072	.027	.019
GU-130	.072	.027	.019
GU-131	.072	.027	.019
GU-132	.072	.027	.019
GU-133	.079	.029	.020
GU-134	.072	.027	.019
GU-135	.079	.029	.020
GU-136	.072	.027	.019
GU-137	.072	.027	.019
GU-138	.072	.027	.019
GU-139	.072	.027	.019
GU-140	.072	.027	.019
GU-142	.072	.027	.019
GU-243	.072	.027	.019
GU-245	.072	.027	.019
GU-247	.072	.027	.019
GU-249	.072	.027	.019
GU-251	.072	.027	.019
GU-253	.072	.027	.019
GU-255	.072	.027	.019
GU-256	.072	.027	.019
GU-257	.072	.027	.019
GU-258	.072	.027	.019
GU-259	.072	.027	.019
GU-260	.072	.027	.019
GU-261	.072	.027	.019
GU-262	.072	.027	.019
GU-263	.072	.027	.019
GU-264	.072	.027	.019

GU-1021 11-20-98

Exhibit C-4

Garage Unit No.	Phase 1 Effective 10/4/72 to 11/ /74	Phase 2 Effective On & after 11/ /74	Phase 3
GU-265	.072	.027	.019
GU-266	.072	.027	.019
GU-267	.072	.027	.019
GU-268	.072	.027	.019
GU-269	.072	.027	.019
GU-270	.072	.027	.019
GU-271	.072	.027	.019
GU-272	.072	.027	.019
GU-273	.079	.029	.020
GU-274	.072	.027	.019
GU-275	.079	.029	.020
GU-276	.072	.027	.019
GU-277	.072	.027	.019
GU-278	.072	.027	.019
GU-279	.072	.027	.019
GU-280	.072	.027	.019
GU-281	.072	.027	.019
GU-282	.072	.027	.019
GU-283	.072	.027	.019
GU-284	.072	.027	.019
GU-285	.072	.027	.019
GU-286	.072	.027	.019
GU-286	.072	.027	.019
GU-290	.079	.029	.020
GU-292	.079	.029	.020
GU-294	.072	.027	.019
GU-296	.072	.027	.019
GU-298	.072	.027	.019
GU-300	.072	.027	.019
GU-302	.072	.027	.019
GU-304	.072	.027	.019
GU-367	.072	.027	.019
GU-369	.072	.027	.019
GU-371	.072	.027	.019
GU-373	.072	.027	.019
GU-375	.072	.027	.019
GU-377	.072	.027	.019
GU-379	.072	.027	.019
GU-381	.072	.027	.019
GU-383	.072	.027	.019
GU-385	.072	.027	.019
GU-387	.072	.027	.019
GU-389	.072	.027	.019
GU-391	.067	.032	.022
GU-393	.072	.027	.019
GU-394	.072	.027	.019
GU-396	.072	.027	.019
GU-398	.072	.027	.019
GU-400	.072	.027	.019
GU-402	.072	.027	.019
GU-404	.072	.027	.019
GU-406	.072	.027	.019
GU-408	.072	.027	.019
GU-410	.072	.027	.019
GU-412	.079	.029	.020
GU-414	.079	.029	.020
GU-416	.072	.027	.019
GU-418	.072	.027	.019
Total Phase 1 Bldg.	100.00%	37.050%	25.660%

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Exhibit C-5

Family Unit No.	Phase 2 Effective	Phase 3
	On & after 11/ /74	
G-12		
G-22	.418	.289
G-23	.343	.237
G-24	.370	.255
	.283	.195
124		
123	.332	.229
122	.316	.218
121	.387	.267
125	.280	.193
	.254	.175
224		
223	.336	.232
222	.319	.220
221	.391	.270
226	.283	.195
225	.224	.155
	.265	.183
324		
323	.343	.237
322	.326	.225
321	.396	.273
326	.287	.198
325	.227	.157
	.270	.186
424		
423	.347	.239
422	.331	.229
421	.402	.278
426	.292	.202
425	.232	.160
	.274	.189
524		
523	.353	.244
522	.337	.233
521	.407	.281
526	.295	.204
525	.236	.163
	.278	.192
624		
623	.358	.247
622	.341	.235
621	.414	.286
626	.299	.206
625	.241	.166
	.283	.195
724		
723	.364	.251
722	.346	.239
721	.418	.288
726	.302	.208
725	.246	.170
	.288	.198
824		
823	.368	.254
822	.351	.242
821	.425	.293
826	.306	.211
825	.250	.173
	.292	.202

ROOM 1021 / 2100

Exhibit C-6

Family Unit No.	Phase 2 Effective On & After 11/ /74	Phase 3
924	.374	.258
923	.356	.246
922	.429	.296
921	.310	.214
926	.255	.176
925	.297	.205
1025	.342	.374
1024	.380	.262
1023	.361	.249
1022	.434	.300
1021	.314	.217
1124	.386	.267
1123	.366	.253
1122	.440	.304
1121	.319	.220
1126	.265	.183
1125	.307	.212
1225	.560	.386
1224	.390	.269
1223	.372	.257
1222	.445	.307
1221	.323	.223
1325	.570	.393
1324	.395	.273
1323	.377	.260
1321	.777	.536
1424	.400	.276
1423	.383	.264
1422	.456	.315
1421	.330	.228
1426	.278	.192
1425	.318	.220
1525	.588	.406
1524	.406	.280
1523	.387	.267
1522	.461	.318
1521	.333	.230
1625	.597	.412
1624	.412	.284
1623	.392	.271
1622	.466	.322
1621	.338	.233
1725	.601	.419
1724	.417	.288
1723	.397	.274
1722	.475	.328
1721	.342	.236

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Exhibit C-7

Family Unit No.	Phase 2 Effective On & After 11/ /74	Phase 3
1825	.616	.425
1824	.422	.291
1823	.403	.278
1822	.477	.329
1821	.347	.240
1925	.625	.431
1924	.428	.295
1923	.408	.282
1922	.482	.333
1921	.350	.242
2025	.633	.437
2024	.433	.299
2023	.413	.285
2022	.489	.337
2021	.354	.244
2125	.642	.443
2124	.439	.303
2123	.418	.288
2122	.498	.344
2121	.358	.247
2225	.652	.450
2224	.444	.306
2223	.423	.292
2222	.508	.351
2221	.362	.250
2324	.683	.471
2323	.619	.427
2322	.830	.573
2321	.381	.263
2424	.697	.481
2423	.632	.436
2422	.856	.591
2421	.387	.267
2524	.720	.497
2523	.649	.448
2522	.873	.603
2521	.396	.273
2624	.878	.606
2623	.862	.595
2622	1.064	.734
2621	.502	.346
Garage Unit No.		
GU-0	.035	.024
GU-1	.027	.019
GU-2	.027	.019
GU-3	.027	.019
GU-4	.027	.019
GU-5	.027	.019
GU-6	.027	.019
GU-7	.027	.019

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1022

Exhibit C-8

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Garage Unit No.	Phase 2	Phase 3
	Effective On & After 11/ /74	
GU-8	.027	.019
GU-9	.027	.019
GU-10	.027	.019
GU-11	.027	.019
GU-12	.027	.019
GU-13	.027	.019
GU-14	.027	.019
GU-15	.027	.019
GU-17	.027	.019
GU-19	.027	.019
GU-21	.027	.019
GU-23	.027	.019
GU-64	.027	.019
GU-66	.027	.019
GU-67	.027	.019
GU-68	.027	.019
GU-69	.027	.019
GU-70	.027	.019
GU-71	.027	.019
GU-72	.027	.019
GU-73	.027	.019
GU-74	.027	.019
GU-75	.027	.019
GU-76	.027	.019
GU-77	.027	.019
GU-78	.027	.019
GU-79	.027	.019
GU-80	.027	.019
GU-81	.027	.019
GU-82	.027	.019
GU-83	.027	.019
GU-84	.027	.019
GU-85	.027	.019
GU-86	.027	.019
GU-87	.027	.019
GU-88	.027	.019
GU-89	.027	.019
GU-90	.027	.019
GU-91	.027	.019
GU-92	.027	.019
GU-93	.027	.019
GU-94	.027	.019
GU-95	.027	.019
GU-96	.027	.019
GU-98	.027	.019
GU-141	.027	.019
GU-143	.027	.019
GU-144	.027	.019
GU-145	.027	.019
GU-146	.027	.019
GU-147	.027	.019
GU-148	.027	.019
GU-149	.027	.019
GU-150	.027	.019
GU-151	.027	.019
GU-152	.039	.027
GU-153	.033	.023
GU-154	.027	.019
GU-156	.033	.023
GU-159	.027	.019
	.027	.019

SPK 1021 10:2103

Exhibit C-9

Garage Unit No.	Phase 2 Effective		Phase 3
	On 8/1/74	After 11/74	
GU-160	.027		.019
GU-161	.027		.019
GU-162	.027		.019
GU-163	.027		.019
GU-164	.027		.019
GU-165	.027		.019
GU-166	.027		.019
GU-167	.027		.019
GU-168	.027		.019
GU-169	.027		.019
GU-170	.027		.019
GU-171	.027		.019
GU-172	.027		.019
GU-173	.027		.019
GU-175	.027		.019
GU-207	.027		.019
GU-209	.027		.019
GU-211	.027		.019
GU-213	.027		.019
GU-215	.027		.019
GU-217	.027		.019
GU-219	.027		.019
GU-220	.027		.019
GU-221	.027		.019
GU-222	.027		.019
GU-223	.027		.019
GU-224	.027		.019
GU-226	.027		.019
GU-228	.027		.019
GU-230	.027		.019
GU-231	.027		.019
GU-232	.027		.019
GU-233	.027		.019
GU-234	.027		.019
GU-235	.027		.019
GU-236	.027		.019
GU-237	.027		.019
GU-238	.027		.019
GU-239	.027		.019
GU-240	.027		.019
GU-241	.027		.019
GU-242	.027		.019
GU-244	.027		.019
GU-246	.027		.019
GU-248	.027		.019
GU-250	.027		.019
GU-252	.027		.019
GU-254	.027		.019
GU-287	.027		.019
GU-289	.027		.019
GU-291	.027		.019
GU-293	.027		.019
GU-295	.027		.019
GU-297	.027		.019
GU-305	.027		.019
GU-306	.027		.019
GU-307	.027		.019
GU-308	.027		.019
GU-309	.027		.019
GU-310	.027		.019
GU-311	.027		.019

3004 1021 400 2104

Exhibit C-10

Garage Unit No.	Phase 2 Effective	Phase 3
	On-6 After 11/ /74	
GU-317	.027	.019
GU-319	.027	.019
GU-320	.033	.023
GU-321	.027	.019
GU-322	.027	.019
GU-324	.027	.019
GU-326	.027	.019
GU-328	.027	.019
GU-330	.027	.019
GU-331	.027	.019
GU-332	.027	.019
GU-333	.027	.019
GU-334	.027	.019
GU-335	.027	.019
GU-336	.027	.019
GU-337	.027	.019
GU-339	.027	.019
GU-341	.027	.019
GU-343	.027	.019
GU-345	.027	.019
GU-347	.027	.019
GU-355	.027	.019
GU-357	.027	.019
GU-358	.027	.019
GU-359	.027	.019
GU-360	.027	.019
GU-361	.027	.019
GU-362	.027	.019
GU-363	.027	.019
GU-364	.027	.019
GU-365	.027	.019
GU-366	.027	.019
GU-368	.027	.019
GU-370	.027	.019
GU-372	.027	.019
GU-374	.027	.019
GU-376	.027	.019
GU-378	.027	.019
GU-380	.027	.019
GU-382	.027	.019
GU-384	.027	.019
GU-386	.027	.019
GU-388	.027	.019
GU-390	.027	.019
GU-392	.027	.019
Total Phase 2 Buildings	62.950	43.510
Balance of Project		30.830
Total	100.000%	100.000%

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Ground Lease Expenses

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Phases 1 & 2 Buildings

Unit No.	Private Area	Monthly Base Rent(%)	Percentage	Unit No.	Private Area	Monthly Base Rent(%)	Percentage
G-10	2173	\$59.76	.517	905	2130	\$58.58	.507
G-20	1795	49.36	.427	904	1443	39.68	.343
G-30	2010	55.28	.478	903	1382	38.01	.329
				902	1638	45.05	.390
103	1434	39.44	.341	901	1242	34.15	.295
102	1378	37.92	.328				
101	1640	45.10	.390	1005	2119	58.27	.504
				1004	1460	40.15	.347
204	1438	39.55	.342	1003	1380	37.95	.328
203	1373	37.76	.327	1002	1637	45.02	.389
202	1636	44.99	.389	1001	1244	34.21	.296
201	1243	34.16	.296				
206	982	27.01	.233	1105	2124	58.41	.505
205	1033	28.41	.246	1104	1441	39.63	.343
				1103	1386	38.12	.330
304	1442	39.66	.343	1102	1640	45.10	.390
303	1378	37.92	.328	1101	1244	34.21	.296
302	1641	45.13	.390				
301	1235	33.96	.294	1205	2123	58.38	.505
306	987	27.14	.235	1204	1439	39.57	.342
305	1039	28.57	.247	1203	1386	38.12	.330
				1202	1639	45.07	.390
404	1437	39.52	.342	1201	1241	34.13	.295
403	1384	38.06	.329				
402	1638	45.05	.390	1305	2123	58.38	.505
401	1238	34.05	.295	1304	1448	39.82	.345
406	991	27.25	.236	1303	1384	38.06	.329
405	1041	28.63	.248	1302	1637	45.02	.389
				1301	1243	34.18	.296
504	1443	39.68	.343				
503	1385	38.09	.329	1405	2125	58.44	.506
502	1644	45.21	.391	1404	1447	39.79	.344
501	1244	34.21	.296	1403	1407	38.69	.335
506	991	27.25	.236	1402	1641	45.13	.390
505	1046	28.77	.249	1401	1244	34.21	.296
604	1440	39.60	.343	1504	2120	58.30	.504
603	1383	38.03	.329	1503	1976	54.34	.470
602	1639	45.07	.390	1502	2430	66.83	.578
601	1244	34.21	.296	1501	1243	34.18	.296
606	988	27.17	.235				
605	1042	28.66	.248	1603	2147	59.04	.511
				1602	2012	55.33	.479
704	1439	39.57	.342	1601	3672	100.98	.874
703	1383	38.03	.329				
702	1640	45.10	.390	1704	2167	59.59	.515
701	1242	34.15	.295	1703	2014	55.38	.479
706	984	27.06	.234	1702	2469	67.90	.567
705	1040	28.60	.247	1701	1244	34.21	.296
804	1438	39.55	.342	1804	2842	78.16	.676
803	1381	37.98	.329	1803	3240	89.10	.771
802	1639	45.07	.390	1802	4365	120.04	1.038
801	1244	34.21	.296	1801	1816	49.94	.432
806	988	27.17	.235				
805	1037	28.52	.247				

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Exhibit D-2

Unit No.	Private Area	Monthly Base Rent (\$)	Percentage	Unit No.	Private Area	Monthly Base Rent (\$)	Percentage
GU-97	171	\$ 4.70	.041	GU-264	171	\$ 4.70	.041
GU-99	171	4.70	.041	GU-265	171	4.70	.041
GU-100	171	4.70	.041	GU-266	171	4.70	.041
GU-101	171	4.70	.041	GU-267	171	4.70	.041
GU-102	171	4.70	.041	GU-268	171	4.70	.041
GU-103	171	4.70	.041	GU-269	171	4.70	.041
GU-104	171	4.70	.041	GU-270	171	4.70	.041
GU-105	171	4.70	.041	GU-271	171	4.70	.041
GU-106	171	4.70	.041	GU-272	200	5.50	.048
GU-107	171	4.70	.041	GU-273	171	4.70	.041
GU-108	171	4.70	.041	GU-274	200	5.50	.048
GU-109	171	4.70	.041	GU-275	171	4.70	.041
GU-110	171	4.70	.041	GU-276	171	4.70	.041
GU-111	171	4.70	.041	GU-277	171	4.70	.041
GU-112	171	4.70	.041	GU-278	171	4.70	.041
GU-113	171	4.70	.041	GU-279	171	4.70	.041
GU-114	171	4.70	.041	GU-280	171	4.70	.041
GU-115	171	4.70	.041	GU-281	171	4.70	.041
GU-116	200	5.50	.048	GU-282	171	4.70	.041
GU-117	171	4.70	.041	GU-283	171	4.70	.041
GU-118	200	5.50	.048	GU-284	171	4.70	.041
GU-119	171	4.70	.041	GU-285	171	4.70	.041
GU-120	171	4.70	.041	GU-286	171	4.70	.041
GU-121	171	4.70	.041	GU-288	200	5.50	.048
GU-122	171	4.70	.041	GU-290	200	5.50	.048
GU-123	171	4.70	.041	GU-292	171	4.70	.041
GU-124	171	4.70	.041	GU-294	171	4.70	.041
GU-125	171	4.70	.041	GU-296	171	4.70	.041
GU-126	171	4.70	.041	GU-298	171	4.70	.041
GU-127	171	4.70	.041	GU-300	171	4.70	.041
GU-128	171	4.70	.041	GU-302	171	4.70	.041
GU-129	171	4.70	.041	GU-304	171	4.70	.041
GU-130	171	4.70	.041	GU-367	171	4.70	.041
GU-131	171	4.70	.041	GU-369	171	4.70	.041
GU-132	200	5.50	.048	GU-371	171	4.70	.041
GU-133	171	4.70	.041	GU-373	171	4.70	.041
GU-134	200	5.50	.048	GU-375	171	4.70	.041
GU-135	171	4.70	.041	GU-377	171	4.70	.041
GU-136	171	4.70	.041	GU-379	171	4.70	.041
GU-137	171	4.70	.041	GU-381	171	4.70	.041
GU-138	171	4.70	.041	GU-383	171	4.70	.041
GU-139	171	4.70	.041	GU-385	171	4.70	.041
GU-140	171	4.70	.041	GU-387	171	4.70	.041
GU-142	171	4.70	.041	GU-389	228	6.27	.054
GU-243	171	4.70	.041	GU-391	171	4.70	.041
GU-245	171	4.70	.041	GU-393	171	4.70	.041
GU-247	171	4.70	.041	GU-394	171	4.70	.041
GU-249	171	4.70	.041	GU-396	171	4.70	.041
GU-251	171	4.70	.041	GU-398	171	4.70	.041
GU-253	171	4.70	.041	GU-400	171	4.70	.041
GU-255	171	4.70	.041	GU-402	171	4.70	.041
GU-256	171	4.70	.041	GU-404	171	4.70	.041
GU-257	171	4.70	.041	GU-406	171	4.70	.041
GU-258	171	4.70	.041	GU-408	171	4.70	.041
GU-259	171	4.70	.041	GU-410	200	5.50	.048
GU-260	171	4.70	.041	GU-412	200	5.50	.048
GU-261	171	4.70	.041	GU-414	171	4.70	.041
GU-262	171	4.70	.041	GU-416	171	4.70	.041
GU-263	171	4.70	.041	GU-418	171	4.70	.041

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Exhibit D-3

Unit No.	Private Area	Monthly Base Rent(%)	Percentage	Unit No.	Private Area	Monthly Base Rent(%)	Percentage
G-12	2333	\$64.16	.554	924	1502	\$41.31	.357
G-22	1681	46.23	.399	923	1427	39.24	.339
G-23	1840	50.60	.437	922	1758	48.35	.417
G-24	1436	39.49	.341	921	1283	35.28	.305
				926	947	26.04	.225
124	1508	41.47	.358	925	1221	33.58	.290
123	1430	39.33	.340				
122	1758	48.35	.417	1025	2158	59.35	.512
121	1299	35.72	.308	1024	1513	41.61	.359
125	1147	31.54	.272	1023	1430	39.33	.340
				1022	1753	48.21	.416
224	1498	41.20	.356	1021	1283	35.28	.305
223	1423	39.13	.338				
222	1753	48.21	.416	1124	1518	41.75	.360
221	1283	35.28	.305	1123	1429	39.30	.339
226	956	26.29	.227	1122	1763	48.48	.419
225	1217	33.47	.289	1121	1292	35.53	.307
				1126	950	26.13	.226
324	1511	41.55	.359	1125	1234	33.94	.293
323	1430	39.33	.340				
322	1753	48.21	.416	1225	2158	59.35	.512
321	1283	35.28	.305	1224	1502	41.31	.357
326	947	26.04	.225	1223	1435	39.46	.341
325	1216	33.44	.289	1222	1758	48.35	.417
				1221	1301	35.78	.309
424	1502	41.31	.357				
423	1430	39.33	.340	1325	2158	59.35	.512
422	1758	48.35	.417	1324	1502	41.31	.357
421	1299	35.72	.308	1323	1435	39.63	.342
426	947	26.04	.225	1321	3052	83.93	.725
425	1217	33.47	.289				
				1424	1501	41.28	.356
524	1508	41.47	.358	1423	1446	39.77	.343
523	1441	39.63	.342	1422	1763	48.48	.419
522	1753	48.21	.416	1421	1283	35.28	.305
521	1283	35.28	.305	1426	950	26.13	.226
526	947	26.04	.225	1425	1216	33.44	.289
525	1208	33.22	.287				
				1525	2160	59.40	.513
624	1508	41.47	.358	1524	1501	41.28	.356
623	1430	39.33	.340	1523	1437	39.52	.341
622	1753	48.21	.416	1522	1763	48.48	.419
621	1286	35.37	.305	1521	1283	35.28	.305
626	947	26.04	.225				
625	1216	33.44	.289	1625	2162	59.46	.513
				1624	1508	41.47	.358
724	1508	41.47	.358	1623	1436	39.49	.341
723	1430	39.33	.340	1622	1756	48.29	.417
722	1758	48.35	.417	1621	1289	35.45	.306
721	1283	35.28	.305				
726	947	26.04	.225	1725	2167	59.59	.515
725	1219	33.52	.289	1724	1508	41.47	.358
				1723	1436	39.49	.341
824	1502	41.31	.357	1722	1756	48.29	.417
823	1430	39.33	.340	1721	1289	35.45	.306
822	1753	48.21	.416				
821	1283	35.28	.305				
826	947	26.04	.225				
825	1216	33.44	.289				

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Exhibit D-4

Unit No.	Private Area	Monthly Base Rent(%)	Percentage	Unit No.	Private Area	Monthly Base Rent(%)	Percentage
1825	2167	\$59.59	.514	GU-0	252	\$ 6.93	.060
1824	1506	41.47	.358	GU-1	162	4.46	.039
1823	1439	39.57	.342	GU-2	162	4.46	.039
1822	1758	48.35	.417	GU-3	162	4.46	.039
1821	1301	35.78	.309	GU-4	162	4.46	.039
				GU-5	162	4.46	.039
1925	2162	59.46	.513	GU-6	162	4.46	.039
1924	1508	41.47	.358	GU-7	162	4.46	.039
1923	1441	39.63	.342	GU-8	162	4.46	.039
1922	1756	48.29	.417	GU-9	162	4.46	.039
1921	1301	35.78	.309	GU-10	162	4.46	.039
				GU-11	162	4.46	.039
2025	2162	59.46	.513	GU-12	162	4.46	.039
2024	1511	41.55	.359	GU-13	162	4.46	.039
2023	1439	39.57	.342	GU-14	162	4.46	.039
2022	1771	48.70	.420	GU-15	162	4.46	.039
2021	1301	35.78	.309	GU-17	162	4.46	.039
				GU-19	162	4.46	.039
2125	2158	59.35	.512	GU-21	162	4.46	.039
2124	1513	41.61	.359	GU-23	162	4.46	.039
2123	1441	39.63	.342	GU-64	162	4.46	.039
2122	1763	48.48	.419	GU-66	162	4.46	.039
2121	1301	35.78	.309	GU-67	162	4.46	.039
				GU-68	162	4.46	.039
2225	2167	59.59	.514	GU-69	162	4.46	.039
2224	1511	41.55	.359	GU-70	162	4.46	.039
2223	1439	39.57	.342	GU-71	162	4.46	.039
2222	1810	49.78	.430	GU-72	162	4.46	.039
2221	1301	35.78	.309	GU-73	162	4.46	.039
				GU-74	162	4.46	.039
2324	2167	59.59	.514	GU-75	162	4.46	.039
2323	2050	56.38	.487	GU-76	162	4.46	.039
2322	2689	73.95	.638	GU-77	162	4.46	.039
2321	1297	35.67	.308	GU-78	162	4.46	.039
				GU-79	162	4.46	.039
2424	2167	59.59	.514	GU-80	162	4.46	.039
2423	2050	56.38	.487	GU-81	162	4.46	.039
2422	2780	76.45	.660	GU-82	162	4.46	.039
2421	1286	35.37	.305	GU-83	162	4.46	.039
				GU-84	162	4.46	.039
2524	2254	61.99	.535	GU-85	162	4.46	.039
2523	2094	57.59	.497	GU-86	162	4.46	.039
2522	2773	76.26	.658	GU-87	162	4.46	.039
2521	1297	35.67	.308	GU-88	162	4.46	.039
				GU-89	162	4.46	.039
2624	3117	85.72	.740	GU-90	162	4.46	.039
2623	3614	99.39	.858	GU-91	162	4.46	.039
2622	3819	105.02	.907	GU-92	162	4.46	.039
2621	1980	54.45	.470	GU-93	162	4.46	.039
				GU-94	162	4.46	.039
				GU-95	162	4.46	.039
				GU-96	162	4.46	.039
				GU-98	162	4.46	.039
				GU-141	162	4.46	.039
				GU-143	162	4.46	.039
				GU-144	162	4.46	.039
				GU-145	162	4.46	.039
				GU-146	162	4.46	.039
				GU-147	162	4.46	.039
				GU-148	162	4.46	.039
				GU-149	162	4.46	.039

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Exhibit D-5

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Unit No.	Private Area	Monthly Base Rent(*)	Percentage	Unit No.	Private Area	Monthly Base Rent(*)	Percentage
GU-150	162	\$4.46	.039	GU-295	162	\$4.46	.039
GU-151	297	8.17	.071	GU-297	162	4.46	.039
GU-152	225	6.19	.054	GU-305	162	4.46	.039
GU-153	162	4.46	.039	GU-306	162	4.46	.039
GU-154	234	6.44	.056	GU-307	162	4.46	.039
GU-156	162	4.46	.039	GU-308	162	4.46	.039
GU-159	162	4.46	.039	GU-309	162	4.46	.039
GU-160	162	4.46	.039	GU-310	162	4.46	.039
GU-161	162	4.46	.039	GU-311	162	4.46	.039
GU-162	162	4.46	.039	GU-312	162	4.46	.039
GU-163	162	4.46	.039	GU-313	162	4.46	.039
GU-164	162	4.46	.039	GU-314	162	4.46	.039
GU-165	162	4.46	.039	GU-315	162	4.46	.039
GU-166	162	4.46	.039	GU-317	162	4.46	.039
GU-167	162	4.46	.039	GU-319	162	4.46	.039
GU-168	162	4.46	.039	GU-320	234	6.44	.056
GU-169	162	4.46	.039	GU-321	162	4.46	.039
GU-170	162	4.46	.039	GU-322	162	4.46	.039
GU-171	162	4.46	.039	GU-324	162	4.46	.039
GU-172	162	4.46	.039	GU-326	162	4.46	.039
GU-173	162	4.46	.039	GU-328	162	4.46	.039
GU-175	162	4.46	.039	GU-330	162	4.46	.039
GU-207	162	4.46	.039	GU-331	162	4.46	.039
GU-209	162	4.46	.039	GU-332	162	4.46	.039
GU-211	162	4.46	.039	GU-333	162	4.46	.039
GU-213	162	4.46	.039	GU-334	162	4.46	.039
GU-215	162	4.46	.039	GU-335	162	4.46	.039
GU-217	162	4.46	.039	GU-336	162	4.46	.039
GU-219	162	4.46	.039	GU-337	162	4.46	.039
GU-220	162	4.46	.039	GU-339	162	4.46	.039
GU-221	162	4.46	.039	GU-341	162	4.46	.039
GU-222	162	4.46	.039	GU-343	162	4.46	.039
GU-223	162	4.46	.039	GU-345	162	4.46	.039
GU-224	162	4.46	.039	GU-347	162	4.46	.039
GU-226	162	4.46	.039	GU-355	162	4.46	.039
GU-228	162	4.46	.039	GU-357	162	4.46	.039
GU-230	162	4.46	.039	GU-358	162	4.46	.039
GU-231	162	4.46	.039	GU-359	162	4.46	.039
GU-232	162	4.46	.039	GU-360	162	4.46	.039
GU-233	162	4.46	.039	GU-361	162	4.46	.039
GU-234	162	4.46	.039	GU-362	162	4.46	.039
GU-235	162	4.46	.039	GU-363	162	4.46	.039
GU-236	162	4.46	.039	GU-364	162	4.46	.039
GU-237	162	4.46	.039	GU-365	162	4.46	.039
GU-238	162	4.46	.039	GU-366	162	4.46	.039
GU-239	162	4.46	.039	GU-368	162	4.46	.039
GU-240	162	4.46	.039	GU-370	162	4.46	.039
GU-241	162	4.46	.039	GU-372	162	4.46	.039
GU-242	162	4.46	.039	GU-374	162	4.46	.039
GU-244	162	4.46	.039	GU-376	162	4.46	.039
GU-246	162	4.46	.039	GU-378	162	4.46	.039
GU-248	162	4.46	.039	GU-380	162	4.46	.039
GU-250	162	4.46	.039	GU-382	162	4.46	.039
GU-252	162	4.46	.039	GU-384	162	4.46	.039
GU-254	162	4.46	.039	GU-386	162	4.46	.039
GU-257	162	4.46	.039	GU-388	162	4.46	.039
GU-289	162	4.46	.039	GU-390	162	4.46	.039
GU-291	162	4.46	.039	GU-392	162	4.46	.039
GU-293	162	4.46	.039				

Total

100.000%

(*) Subject to adjustment as provided in General Order

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EXHIBIT E

BYLAWS

OF

AMERICAN PLAZA TOWERS
(A Condominium)

ARTICLE I

GENERAL

Section 1. Application. These Bylaws govern the administration of the property known as American Plaza Towers, located in the City of Portland, County of Multnomah, State of Oregon, and more particularly described in the declaration dated 10-4-77, 1972, and recorded in Deed Records, Multnomah County in Book 886 at pages 13 to 75 (hereinafter called "declaration").

Section 2. Definitions. The terms used in these Bylaws, which are defined in the declaration, shall have the meaning given to them by the declaration unless the context in which they are used in the Bylaws otherwise requires.

Section 3. Additional Property. These Bylaws shall be applicable to the additional property which may be annexed in accordance with Article (12) of the declaration.

Section 4. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the property or facilities thereon in any manner, are subject to the regulations set forth in these Bylaws, the ground lease (recorded at Book _____ at page _____ Deed Records, Multnomah County), the declaration, and any management agreement entered into pursuant to the terms hereof. The mere acquisition or rental of any of the family units or garage units (both of which are hereinafter called "units") of the property or the mere act of occupancy of any said units

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will signify that these Bylaws, the provisions of the ground lease, the management agreement and the declaration are accepted, ratified and will be complied with.

ARTICLE II

ASSOCIATION, MEMBERSHIP AND VOTING

Section 1. Membership in the Association. An owner of a family unit or garage unit shall automatically, upon becoming the owner of a family unit or garage unit, be a member of the association, and shall remain a member of said association until such time as his ownership ceases for any reason. Unit ownership shall be determined, for all purposes of the declaration and the administration of the property, from the record of unit ownership maintained by the association. The record shall be established by the unit owner filing with the association a copy of the deed to his 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. No person shall be recognized as a unit owner unless a copy of the deed has been filed with the association, as provided above, showing him to be the current owner of a unit. Notwithstanding the foregoing, the declarant shall be the owner of all units for which no deed has been filed with the association.

Section 2. Voting. Each unit owner shall have the number of votes for election of directors of the association and on all matters coming before the association equal to the percentage for such unit expressed in Exhibit "C" attached to the declaration.

Section 3. Designation of Voting Owners. There shall be one "voting owner" of each unit. The voting owner shall be designated by the record owner or owners of each unit by written

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notice to the association and need not be a unit owner. If the designation is to a first mortgagee of a unit, it may be in the form of an irrevocable proxy. If the designation is otherwise, it shall be in the form of a proxy revocable at any time by actual notice to the association of the death or judicially declared incompetency of any unit owner or by written notice to the association signed by the record owner or owners of any unit. Such powers of designation and revocation may be exercised by the guardian of a record owner's estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of a record owner's estate, by his executor or administrator where the latter's interest in said property is subject to administration in his estate. Where no designation is made or where a designation has been made but is revoked and no new designation has been made, the voting owner of each unit shall be the group composed of all of its record owners; any or all of such owners may be present at any meeting of the voting owners in person or by proxy. If those present act unanimously, they may vote or take any other action as a voting owner.

Section 4. Association Responsibilities. The association has the responsibility of administering the property, approving the annual budget, establishing and collecting monthly assessments including blanket insurance premiums and ground lease rent and arranging for the management of the property by a management agent pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent.

ARTICLE III

MEETINGS OF UNIT OWNERS

~~100-1320~~ 975

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Section 1. General. The unit owners shall act at a meeting duly called on notice in accordance with these Bylaws at which a quorum is present.

Section 2. Quorum. The presence in person or by proxy of unit owners having a majority of the votes shall constitute a quorum for a meeting of unit owners.

Section 3. Action at Meetings. Except as otherwise provided in these Bylaws or as may be required by the Unit Ownership Law, or the declaration, action of the unit owners shall require approval by the unit owners holding a majority of the votes, which shall be deemed to mean more than fifty percent (50%) in the aggregate of the votes computed in accordance with Section 2 of Article II.

Section 4. Place of Meetings. Meetings of the unit owners shall be held at the principal office of the property or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 5. Organizational Meeting. The unit owners shall meet, on notice by the initial Chairman of the association designating the date and time thereof, within ninety (90) days of the date of filing of the declaration, at which meeting the initial Board of Directors shall resign and the unit owners shall elect a new Board of Directors and conduct such other business as is properly brought before such meeting.

Section 6. Annual Meeting. The annual meeting of the unit owners shall be the third Thursday of April of each year at 7:00 o'clock p.m. for the purpose of electing the directors whose terms expire on the date of such meeting and conducting such other business as may be properly brought before such meeting.

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Section 7. Special Meetings. Special meetings of the unit owners shall be called by the Chairman at the request of any two (2) directors or on demand in writing of a majority of the unit owners entitled to vote at meetings of the unit owners.

Section 8. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of unit owners stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at least ten (10) but not more than fifty (50) days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served.

Section 9. Adjourned Meetings. If any meeting of unit owners cannot be organized because a quorum is not in attendance, the unit owners who are present either in person or by proxy, may adjourn the meeting from time to time without notice until a quorum shall attend. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Initial Board of Directors. The initial Board of Directors shall consist of two (2) members who shall be:

J. Eugene Popma

W. C. Sivers

Book 1020 Page 977

who shall serve until the organizational meeting of unit owners and until their successors are elected and qualified.

Section 2. Election of Directors and Term of Office.

At the organizational meeting of unit owners, the unit owners shall elect nine (9) directors, three of whom shall serve until the third annual meeting following their election, three of whom shall serve until the second annual meeting following their election, and three of whom shall serve until the annual meeting next following their election. At the expiration of the term of each director at the respective annual meetings, the unit owners shall elect a successor (which may be the director whose term is expiring) to serve until the third annual meeting following his election or until his successor is elected and qualified. All elected directors must be unit owners.

Section 3. Powers and Duties. The Board of Directors

shall govern the affairs of the association and shall have such powers and duties as are necessary for governing such affairs, including without limitation, the following powers and duties:

- (a) The Board shall be responsible for the maintenance, upkeep and repair of the common elements. In performing the responsibility, the Board may employ personnel to perform such services, on such terms and for such compensation as it may determine.
- (b) The Board may employ for the association a management agent, at such compensation as the Board may determine, to perform such duties and services as the Board shall deem appropriate including without limitation, the duties of the Board set forth in these Bylaws.
- (c) The Board shall determine and collect from each unit owner the assessments provided herein and may enforce any and all rights the association may have for such

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collection, including without limitation,
any lien on the unit owners unit for common
expenses.

(d) The Board may, from time to time, adopt
and/or amend rules and regulations governing
the details of operation and use of the common
elements.

(e) The Board shall have the authority to fix
the compensation of the directors and of the
officers.

Section 4. Vacancies. Vacancies in the Board of Directors
caused by any reason other than the removal of a director by a vote
of the unit owners shall be filled by the vote of the majority of
the remaining directors, even though they may constitute less than
a quorum; and each director so elected shall serve for the remainder
of the term vacated.

Section 5. Removal of Directors. At any annual or special
meeting of the unit owners duly called, any one or more of the directors
may be removed with or without cause by a majority vote of the unit
owners. A successor may then, or at any other annual or special
meeting of unit owners, be elected to fill the vacancy thus created
for the remainder of the term vacated.

Section 6. Organizational Meeting. Immediately after
the organizational meeting of the unit owners, the newly elected
directors shall meet for the purpose of election of officers and
the transaction of such other business as may be appropriate. No
notice of such meeting shall be required.

Section 7. Regular Meetings. Regular meetings of the
Board of Directors may be held at such time and place as shall be
determined, from time to time, by a majority of the directors, but

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at least four (4) such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given by the Chairman or Secretary to each director, either personally or by mail, telephone or telegraph, at least three (3) days, but not more than thirty (30) days prior to such meeting, which notice shall state the time, place and purpose of the meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman or by any two (2) directors upon three (3) days' notice given by the said Chairman or the two (2) directors to the directors either personally or by mail, telephone or telegraph which notice shall state the time, place and purpose of the meeting.

Section 9. 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 the majority of the directors in attendance at said meeting shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without notice until a quorum shall attend. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the association shall be a Chairman, a Vice Chairman, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. Any person may hold more than one office,

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except that one person may not simultaneously hold the office of Chairman and Secretary.

Section 2. Election of Officers. At the organizational meeting of the Board of Directors, officers of the association shall be elected. Thereafter, the officers of the association shall be elected annually by the Board of Directors at a first regular meeting of the Board following the annual meeting of unit owners. The officers shall hold office at the pleasure of the Board.

Section 3. Chairman. The Chairman shall be the chief executive officer of the association. He shall preside at all meetings of the association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of Chairman of an association, including but not limited to the power to appoint committees from among the unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the association.

Section 4. Vice Chairman. The Vice Chairman shall take the place of the Chairman and perform his duties whenever the Chairman shall be absent or unable to act. If neither the Chairman nor the Vice Chairman is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice Chairman shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for association funds and securities and shall be responsible for

~~1922~~ 981

keeping full and accurate accounts of all receipts and disbursements in books belonging to the association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the association in such depositories as may from time to time be designated by the Board of Directors.

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ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay all assessments imposed by the Board of Directors on behalf of the association to meet common expenses of the property and the ground rent under the ground lease. Such assessments shall be made by the Board of Directors in accordance with the terms of the declaration which, among other things, provides that the common expense assessments shall be made pro rata according to the percentage interest of each unit owner in the general common elements as stipulated in Exhibit C of the declaration and the ground rent assessment shall be made pro rata according to the percentage figures contained in Exhibit D of the declaration.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities for his failure to perform hereunder.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit shall be at the owner's expense.

(c) An owner shall reimburse the association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault, except to the extent that such expenditure is covered by insurance with a waiver of subrogation in favor of such owner.

BOOK 1829 PAGE 982

Section 3. Use of Unit - Structural Changes. A unit owner shall not make structural modifications or alterations of his unit or installation located therein without prior written approval of the Board of Directors.

Section 4. Right of Entry.

(a) A unit owner shall grant the right of entry to a management agent or to any other person authorized by the Board of Directors or the association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) A unit owner shall permit other unit owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the unit owner. In case of an emergency, such right of entry shall be immediate.

Section 5. Rules of Conduct.

(a) Unit owners shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Those keeping domestic animals will abide by all applicable health and sanitary regulations.

(b) It is prohibited to hang garments, rugs, laundry, etc. from the windows or from any of the facades of the buildings or patio or deck fences or walls or other external structures.

(c) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc. by beating on the exterior part of any structure.

(d) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(e) No unit owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, grilles, machines or air conditioning units, etc., on the exterior of the property or that protrude through the walls or the roof of the property except as authorized in writing by the Board of Directors.

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(f) Parking of boats, trailers, motorcycles, trucks, truck campers and like equipment shall be allowed only within the confines of a garage unit and no portion of such equipment may project beyond the garage unit and all other parking of equipment shall be prohibited.

(g) Unit owners, lessees and other residents shall observe and obey the rules established by the Board of Directors, as amended from time to time, for the control and use of all recreational facilities.

(h) It is prohibited to have water beds in any unit.

ARTICLE VII

COMMON EXPENSES

Section 1. Manner of Collection. The Board of Directors shall submit to each unit owner, at least monthly, a current statement of all assessments for common expenses and ground rent for which such owner is liable. Each owner shall have ten (10) days in which to pay such statement, and if it is not paid within that time, the Board of Directors shall take whatever action it deems necessary, consistent with the declaration and bylaws.

Section 2. Authorization of Common Expenses and Approval of Vouchers.

(a) Vouchers covering public utility expenses and other similar recurring common expenses may be paid upon the approval of the Chairman or the Treasurer.

(b) Non-recurring items of common expense totaling less than Five Hundred Dollars (\$500.00) may be authorized by any officer. Vouchers covering such items may be paid upon the approval of the Chairman or the Treasurer.

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BOOK 1021 PAGE 2123

(c) Except as provided in subsection (a), items of common expense totaling Five Hundred Dollars (\$500.00) or more, but less than Five Thousand Dollars (\$5,000.00) may not be authorized or incurred, and the vouchers covering such items may not be paid, except by the affirmative vote of a majority of the directors.

(d) Except as provided in subsection (a), items of common expense totaling Five Thousand Dollars (\$5,000.00) or more, may not be authorized or incurred, except by the affirmative vote of a majority of the owners at a meeting held in accordance with the provisions of Article III. No vouchers covering such items shall be paid except by the affirmative vote of a majority of the directors.

(e) Any item of common expense totaling not more than Fifteen Thousand Dollars (\$15,000.00) which is in the nature of an emergency expense, such as repair or replacement of destroyed common elements or the satisfaction of a lien on the property which would cause substantial inconvenience to the unit owners, may be authorized or incurred, and the vouchers covering such items paid, by the affirmative vote of a majority of the Board of Directors without regard to the limitations of subsections (a), (b), (c) and (d).

Section 3. Additional Units. In the event additional units are added by a supplementary declaration, as provided in Article 12 of the declaration, the Board of Directors shall assess the owners of said units such share of the common expenses incurred during the fiscal year said units are added, as the Board, in its sole discretion, shall determine giving due consideration to the nature of the expense and the benefit derived from such expenses by the owner of the additional unit. In all events ground rent due under any ground lease shall be assessed only to the owners of units located on land so leased.

ARTICLE VIII

AMENDMENTS TO BYLAWS

These Bylaws may be amended by an affirmative vote of at least 75% of the unit owners in a duly constituted meeting called for such purpose. The amended Bylaws shall be effective when certified by the Chairman and Secretary and recorded.

ARTICLE IX

MORTGAGEES

Section 1. Notice to Association. A unit owner who mortgages his unit shall notify the association through the Chairman of the name and address of his mortgagee; and the association shall maintain such information in its records.

ARTICLE X

COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Oregon Unit Ownership Law.

ARTICLE XI

WAIVER OF NOTICE

Whenever any notice is required to be given to a unit owner or a director, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice to that person.

ARTICLE XII

EXECUTION OF DOCUMENTS

Subject to the provisions of Article VII hereinabove, all instruments, checks, notes and other evidences of indebtedness of the corporation shall be signed in such manner as the Board of Directors may from time to time prescribe.

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DATED at Portland, Oregon this 12th day of September
1972.

AMERICAN PLAZA CONDOMINIUM ASSOCIATION

By E. W. C. Siver
Chairman

By E. J. Evans
Secretary

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APPROVED BY THE DECLARANT

AMERICAN PLAZA CO.

By E. W. C. Siver
Title President

Exhibit F

AMERICAN PLAZA TOWERS

Legal Description of Phase III Land

~~Book 1023~~ ~~Page 987~~

Part of Lot 1, Block C, South Auditorium Add. in the Finice Caruthers D.L.C. S.W. 1/4 Section 3, T.1 S., R.1 E., N.W., Multnomah County, Oregon described as follows:

Beginning at a point which is S.89°18'03"E. 828.17 feet and 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 M, 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 Northwest corner of the Finice Caruthers D.L.C.; thence from said beginning point S.0°41'57"W. 25.10 feet; thence N.83°56'30"W. 177.46 feet; thence N.77°47'17"W. 65.21 feet; thence N.85°24'28"W. 101.36 feet; thence N.0°41'57"E. 196.26 feet; thence S.88°18'03"E. 27.25 feet; thence S. 0°41'57"W. 8.35 feet; thence S.68°32'59"E. 171.10 feet; thence S.21°27'01"W. 39.90 feet; thence S.68°11'28"E. 42.61 feet; thence S.21°35'57"W. 112.46 feet; thence S.83°56'30"E. 161.21 feet to the point of beginning, containing 41,277.4 square feet or 0.9476 acres, more or less.

Book 1021 Page 2126

EXHIBIT A-1

Phase II

BOOK 1020 PAGE 938

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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° 28' 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. 351.79 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.

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 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 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.

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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.

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EXHIBIT G

UNIT DEED

~~BOOK 1025~~ ~~PAGE 935~~

BOOK 1021 PAGE 2129

American Plaza Co., an Oregon corporation, herein called "Grantor", conveys and assigns to _____, herein called "Grantee", an interest under the Oregon Unit Ownership Law in the real property (hereinafter called "Premises") located in Multnomah County, Oregon, described as follows:

Family (Garage) Unit No. ____ in AMERICAN PLAZA TOWERS described in the declaration of unit ownership by American Plaza Co. recorded on October 4, 1972, in Book 886, at Page 76 and supplemental restated declaration recorded on _____, 1974, in Book _____, at Page _____, both in Deed Records of Multnomah County, Oregon (hereinafter referred to as "declaration"), which declaration is incorporated herein by this reference and made a part hereof as if being set forth herein, together with an undivided interest in the general common elements as set forth in the declaration, including an undivided interest in the leasehold estate created by the ground lease from W. C. Silvers Co., an Oregon corporation and American Condominium Homes, Inc., an Oregon corporation, as ground lessor, and American Plaza Co., as ground lessee, which ground lease is described and identified in the declaration and which grants American Plaza Condominium Association and, in certain circumstances, the Unit Owners, certain options to purchase the leased premises under the terms stated therein.

Excepting and reserving from the foregoing, the easements and other rights reserved by the declaration or the ground lease, for the Grantor, the ground lessor, other Unit Owners or the American Plaza Condominium Association.

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BOOK 1021
PAGE 2130

The foregoing conveyance and assignment are SUBJECT to all of the covenants, conditions and restrictions contained in the declaration, the ground lease, and in that certain deed from the City of Portland, dated April 16, 1971, and recorded in Book 783, Pages 492 to 504 of the Deed Records of Multnomah County, State of Oregon.

The Grantee is to have and to hold the Premises unto the Grantee, his heirs, successors and assigns until October 4, 2047, provided, however, that if American Plaza Condominium Association shall exercise and perform any of the purchase options granted to it under the ground lease, Grantee shall, immediately upon such exercise and performance, be vested with fee simple title to the Premises without right of reversion but subject to all the covenants, conditions and restrictions contained in the declaration, and that certain deed from the City of Portland dated April 16, 1971 and recorded in Book 783, Pages 492 to 504 of the Deed Records of the County of Multnomah, State of Oregon and such other covenants, conditions and restrictions as are permitted upon the leased premises under the terms of the ground lease, or as may have been placed or suffered upon the Premises by or through the Grantee or the American Plaza Condominium Association or the heirs, successors and assigns of either of the aforesaid.

The true and actual consideration paid for this transfer is _____.

The terms used herein which are defined in the declaration shall have the meaning given to them by the declaration and the ground lease.

By execution hereof, Grantee, for himself, his heirs and assigns, assumes and agrees to perform and observe all of

~~BOOK 1020 PAGE 932~~

BOOK 1021 PAGE 2131

the covenants, conditions and restrictions of the ground lease to be performed and observed by the ground lease and its assignees, as set forth in the declaration, and all of such obligations applicable to such Grantee's unit and all obligations of a unit owner set forth in the declaration and in the Bylaws of the American Plaza Condominium Association.

Dated _____.

AMERICAN PLAZA CO.

Grantor

By _____

By _____

Grantee

By _____

STATE OF OREGON)
) ss.
County of Multnomah)

On this _____ day of _____, 1974, before me appeared W. C. SIVERS and J. EUGENE POPMA, the said _____ and _____ of American Plaza Co., the within-named corporation, and said that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) ss
County of Multnomah)

~~BOOK 1020 PAGE 995~~

REC-1021 PAGE 2132

On this _____ day of _____, 1974, before
me appeared _____, the said _____
of _____, the within-named corporation,
and said that the seal affixed to said instrument is the corporate
seal of said corporation, and that the said instrument was signed
and sealed on behalf of said corporation by authority of its
Board of Directors; and he acknowledged said instrument to be its
voluntary act and deed.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON

Multnomah County

I, JOHN D. RICE, Director, Department of Administration Services and Treasurer of Multnomah County, do hereby certify that the within instrument of writing was received by me and recorded in the records of Multnomah County at

Dec 18 11 04 AM '74

RECORDING SECTION
ADMIN SERVICES
MULTNOMAH CO., OREGON

6000 1020 RICE 997



WITNESSE MY HAND AND SEAL

JOHN D. RICE, Director
Department of Administration

[Signature]

REC-17

Exhibit C-2

Family Unit No.	Phase 1 Effective 10/4/72 to 11/ /74	Phase 2 Effective On & after 11/ /74	Phase 3
1-905	1.316	.487	.338
1-904	.927	.343	.238
1-903	.885	.328	.227
1-902	1.045	.387	.268
1-901	.767	.284	.197
1-1005	1.335	.494	.342
1-1004	.947	.350	.243
1-1003	.930	.333	.231
1-1002	1.062	.393	.272
1-1001	.780	.289	.200
1-1105	1.357	.502	.348
1-1104	.957	.355	.245
1-1103	.916	.339	.235
1-1102	1.080	.400	.277
1-1101	.793	.293	.203
1-1205	1.378	.510	.353
1-1204	.972	.360	.249
1-1203	.931	.345	.239
1-1202	1.097	.406	.281
1-1201	.804	.297	.206
1-1305	1.399	.518	.358
1-1304	.990	.366	.254
1-1303	.945	.350	.241
1-1302	1.113	.412	.284
1-1301	.817	.302	.208
1-1405	1.422	.527	.363
1-1404	1.025	.372	.256
1-1403	.965	.357	.246
1-1402	1.132	.419	.290
1-1401	.830	.307	.211
1-1504	1.463	.542	.374
1-1503	1.401	.519	.357
1-1502	1.757	.650	.450
1-1501	.863	.320	.220
1-1603	1.514	.560	.386
1-1602	1.448	.536	.369
1-1601	2.700	1.000	.691
1-1704	1.563	.579	.400
1-1703	1.488	.552	.380
1-1702	1.874	.694	.480
1-1701	.918	.340	.234
1-1804	1.658	.614	.423
1-1803	1.571	.582	.401
1-1802	1.998	.740	.511
1-1801	.971	.359	.247

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