

**NOTICE
REGARDING
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.

Oregon Version 20150707

DECLARATION OF UNIT OWNERSHIP

FOR

THE TOWNHOME VILLAGE AT CEDAR HILLS CONDOMINIUM

an Oregon Condominium

This Declaration submits to the provisions, restrictions and limitations of Oregon Unit Ownership Law, land hereinafter described and all improvements now existing or to be constructed on such property, to be known as THE TOWNHOME VILLAGE AT CEDAR HILLS CONDOMINIUM, a condominium, lying and being in the County of Washington, State of Oregon, and described more fully on Exhibit "A" attached hereto and incorporated herein.

See Exhibit "A-1" attached hereto and incorporated herein, which sets out the legal description of Stage I of said condominium.

Recitals, Intent and Purpose

WHEREAS, The Robert Randall Company, an Oregon corporation (the "Declarant"), is owner in fee simple of the above-described property and desires to submit said property to the condominium form of ownership as Stage I of The Townhome Village at Cedar Hills Condominium, to be converted, handled and used in the manner provided by the Oregon Unit Ownership Law; and

WHEREAS, the Declarant desires to develop The Townhome Village at Cedar Hills Condominium in two stages (hereinafter referred to as "Stage I" and "Stage II"). Stage I shall consist of 26 living units and Stage II of 29 living units. The legal description of Stage II is set out on Exhibit "A-2."

NOW, THEREFORE,

Declaration

Declarant 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 property as follows:

(1) Definitions.

Each of the terms herein shall have the meaning set forth in Oregon Unit Ownership Law, ORS 91.505 et seq., and said statute and definitions are incorporated herein. "Mortgagee" as used in this Declaration shall include the beneficiary of the trust deed or a contract seller. "Institutional holder" shall mean a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any state or federal agency.

(2) Land Description.

The land submitted to the Oregon Unit Ownership Law hereunder is owned and submitted by the Declarant in fee simple interest. The land is located in the County of Washington, State of Oregon and is more particularly described on Exhibit "A-1" hereto.

(3) Name and Unit Description.3.1. Name.

The name by which the property submitted hereunder shall be known is The Townhome Village at Cedar Hills Condominium.

3.2. Unit Description.

Other than in common, the owners of the respective units shall not be deemed to own the undecorated and/or unfurnished surfaces of the perimeter walls, floors, and ceilings surrounding their respective units, nor shall said owners be deemed to own pipes, wires, conduits or other public utility lines running through said respective units which are utilized for, or serve more than one unit, except as tenants in common with other unit owners. Said owners, however, shall be deemed to own the interior walls and partitions which are contained within said owner's respective unit, and also shall be deemed to own the inner decorated and/or furnished surfaces of the perimeter walls, floors and ceilings, including paint, wallpaper, and/or other type decorations.

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 of a unit reconstructed in substantial accordance with the original plans hereof 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 plat and those of the actual building or buildings.

3.3. Unit Designation.

The land submitted by this Declaration has six buildings thereon in which condominium units are located. The buildings are designated on Exhibit "B" as Buildings A-1, A-2, B-1, B-2, F-2 and F-3. Exhibit "D" consists of the Engineer's Certificate followed by the site and floor plans.

Each unit is furnished with an electric range, dishwasher and garbage disposal. The bathrooms and kitchens have vinyl flooring and the remainder of the unit is fully carpeted.

The six condominium buildings in Stage I, herewith submitted to the Oregon Unit Ownership Law, contain 26 condominium units. The numerical designation of the units in Stage I and those units proposed for Stage II is set out on Exhibit "B." All of the condominium buildings are of wood frame construction on concrete foundation, with cedar shingle roofs.

There will be no more than eight buildings containing no more than 29 units in the proposed Stage II, which will be designated Buildings C-1, C-2, C-3, D-1, D-2, E-1, E-2 and F-1.

There will be six types of units if and after all stages are completed, which are denominated Types "A," "B," "C," "D," "E," and "F." The number, type, approximate floor space and percentage interest in the common elements, for each stage of development, is as follows:

<u>Unit No.</u>	<u>Type</u>	<u>Approx. Floor Space</u>	<u>Percentage of Interest in Common Elements at Each Stage</u>	
			<u>Stage I</u>	<u>Stage II</u>
1	C-Barberry	1226	4.0512	1.8765
2	F-Heather	1004	3.5180	1.6297
3	F-Heather	1004	3.5180	1.6297
4	F-Heather	1004	3.5180	1.6297
5	A-Foxglove	1260	4.0512	1.8765
6	C-Barberry	1226	4.0512	1.8765
7	F-Heather	1004	3.5180	1.6297
8	F-Heather	1004	3.5180	1.6297
9	A-Foxglove	1260	4.0512	1.8765
10	C-Barberry	1226	4.0512	1.8765
11	F-Heather	1004	3.5180	1.6297
12	F-Heather	1004	3.5180	1.6297
13	A-Foxglove	1260	4.0512	1.8765

Unit No.	Type	Approx. Floor Space	Percentage of Interest in Common Elements at Each Stage	
			Stage I	Stage II
14	B-Mt. Laurel	1252	4.0512	1.8765
15	D-Wintergreen	1262	4.0512	1.8765
16	D-Wintergreen	1262	4.0512	1.8765
17	B-Mt. Laurel	1252	4.0512	1.8765
18	C-Barberry	1226	4.0512	1.8765
19	F-Heather	1004	3.5180	1.6297
20	F-Heather	1004	3.5180	1.6297
21	F-Heather	1004	3.5180	1.6297
22	A-Foxglove	1260	4.0512	1.8765
23	B-Mt. Laurel	1252	4.0512	1.8765
24	D-Wintergreen	1262	4.0512	1.8765
25	D-Wintergreen	1262	4.0512	1.8765
26	E-Mt. Laurel	1252	4.0512	1.8765
27	B-Mt. Laurel	1252		1.8765
28	D-Wintergreen	1262		1.8765
29	D-Wintergreen	1262		1.8765
30	B-Mt. Laurel	1252		1.8765
31	B-Mt. Laurel	1252		1.8765
32	E-Snowberry	1012		1.6297
33	B-Mt. Laurel	1252		1.8765
34	B-Mt. Laurel	1252		1.8765
35	E-Snowberry	1012		1.6297
36	B-Mt. Laurel	1252		1.8765
37	B-Mt. Laurel	1252		1.8765
38	D-Wintergreen	1262		1.8765
39	D-Wintergreen	1262		1.8765
40	D-Wintergreen	1262		1.8765
41	D-Wintergreen	1262		1.8765
42	B-Mt. Laurel	1252		1.8765
43	B-Mt. Laurel	1252		1.8765
44	B-Mt. Laurel	1252		1.8765
45	B-Mt. Laurel	1252		1.8765
46	B-Mt. Laurel	1252		1.8765
47	B-Mt. Laurel	1252		1.8765
48	E-Snowberry	1012		1.6297
49	B-Mt. Laurel	1252		1.8765
50	B-Mt. Laurel	1252		1.8765
51	D-Wintergreen	1262		1.8765
52	D-Wintergreen	1262		1.8765
53	D-Wintergreen	1262		1.8765
54	D-Wintergreen	1262		1.8765
55	B-Mt. Laurel	1252		1.8765

The typical floor plan of each type unit and the typical cross section of each condominium building is set out in Exhibit "B." A copy of the plat is attached hereto as Exhibit "C."

The Declarant shall elect whether and to what extent to proceed with Stage II on or before July 31, 1978. Unless the Declarant notifies the owners in the previous stage of its election not to proceed by the above dates, all units proposed for Stage II shall be developed. Such notice shall be sent to the condominium addresses of unit owners in the previous stage by letter, postmarked on or before the above date. By such notice, Declarant may elect to develop less units than the number proposed in this Declaration. A Supplemental Declaration will, in due course, be executed and recorded by the Declarant to submit units in Stage II to the Oregon Unit Ownership Law, unless prior to the above dates the Declarant elects not to proceed with Stage II.

3.4. Garages.

The garages attached to respective units as shown on Page 1 of Exhibit "B" shall be deemed to be a part of the unit to which they are attached. The unattached garages shall be limited common elements. The use of each unattached garage shall be limited in use to the owner of the unit which bears the same number as such garage.

(4) General Common Elements.

The general common elements of Stage I consist of the recreational building, a swimming pool and pool equipment building, a putting green, an 11-space recreational vehicle parking area, the parking spaces (not including garages which are separately owned or those which are limited common elements), fences, grounds, walkways, landscaping and basically all portions of the condominium which are not part of any unit.

No amenities other than landscaping are proposed to be a part of Stage II. In addition to the landscaping, the common elements to be added by proposed Stage II will consist of everything in such stage which is not a part of any unit.

Each unit shall be entitled to a percentage ownership in the general common elements as set forth above in Section 3.3 and shall be liable for the general common expenses in the same proportion.

The general common elements shall be used in accordance with and subject to the following provisions:

4.1. Rules and Regulations Promulgated by the Association.

No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common elements to the members of the Association and their respective families, guests, invitees and servants. Such use may be conditioned upon, among other things, the payment by the unit owner of such assessments as may be established by the Association for the purpose of defraying the cost thereof.

4.2. Maintenance and Repair.

Maintenance and repair of the common elements, including all underground utilities, shall be the responsibility of the Association, except for the patios, porches and fenced yard restricted in use to a single unit which shall be maintained and repaired by such unit owner. Nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed by the Association. Common expenses resulting from the aforesaid maintenance and repair, except those portions restricted in use to a single unit, shall be borne on the periodic basis as determined by the Association in the same percentage which each unit has an interest in the common elements. The Association of Unit Owners, through its officers, shall notify any unit owner who fails to maintain common elements, the use of which is restricted to such unit owner. The notice shall be in writing and shall describe the maintenance required to be carried out. If such unit owner fails to perform such required maintenance or arrange with the Association's officers for a reasonable extension of time, the maintenance shall be performed by the Association, and the unit owner shall be assessed for the cost incurred by the Association. All assessments made by the Association pursuant to this Declaration or the Bylaws shall constitute a lien on the unit of the owner so assessed which may be recorded and foreclosed as provided in ORS 91.580.

4.3. Income from Common Elements.

All income derived from any coin-operated vending machines and/or any other income derived from the common elements shall be divided among the unit owners in the same proportions as their percentage interest in the common elements. The Board of Directors may, in its discretion, disburse such income directly to the unit owners or use the funds to help meet the expense of maintaining the common elements.

4.4 Recreational Vehicle Parking Spaces.

Stage I includes a recreational vehicle parking area as part of the general common elements. The Board of Directors shall promulgate rules and regulations related to the use of these common elements for the benefit of all unit owners. A reasonable charge shall be made for the use of this parking facility, which shall not be less than an amount sufficient to defray maintenance expenses related to such facilities. The Board of Directors shall set up an assignment system for the recreational vehicle parking spaces and a waiting list in the event demand for use exceeds the number of spaces. The spaces shall be assigned on a first-come, first-served basis. Provided, however, if a waiting list exists, no unit owner may be assigned more than one space.

4.5. Reservation of Use by Declarant During Construction and Prior to Sale of All Units.

During the course of construction for both stages of the condominium, the Declarant shall have an easement to traverse and store materials upon the common elements as may reasonably be necessary for the purpose of completing construction and landscaping of the condominium project or any part thereof. Until units in both stages are sold or until July 31, 1980, whichever is earlier, the Declarant shall have the right to maintain a sales office in the recreational building.

(5) Right of Entry.

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

An easement is reserved to the Association in and through any unit and the common elements providing access at reasonable

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

If any portion of the common elements encroaches upon a family unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall be and does exist. In the event the structures are partially or totally destroyed, and then rebuilt, the owners of the family 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.

Upon request and at reasonable times, any unit owner shall be permitted to enter and travel through areas otherwise restricted to the use of another unit owner for the purpose of maintaining or moving large objects into the area restricted in use to the unit owner making such request. The request shall be made to the unit owner whose private area will be entered. Any unreasonable refusal shall be brought to the immediate attention of the Board of Directors.

(6) Limited Common Elements.

The unattached garages shall be limited in use to the owners of units which bear the same number as each such unattached garage. The following numbered units are those to which correspondingly numbered unattached garages are limited in use: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 19, 20, 21, 22. All other units have attached garages and have no limited common elements appertaining to them. The limited common elements shall be maintained at the expense of the unit owners to whom their use is limited. The Board of Directors shall establish a special reserve fund to be created by assessments of the owners of units to which these limited common elements are assigned to provide for the maintenance and upkeep of the same.

(7) Use of Property.

7.1 Compliance with Laws, Ordinances and Regulations.

Each unit is to be used for single family occupancy. The common elements shall be used for the furnishings of services, facilities and for the enjoyment of the units. No immoral, improper, offensive or unlawful use

shall be made of the property nor any part thereof, and all valid laws, zoning ordinances and regulations of the governing bodies having jurisdiction thereof, shall be observed. No unit owner shall be permitted to lease his unit for hotel or transient purposes, nor to lease less than the entire unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be written.

7.2 Additional Assessment for Multiple Occupancy.

The common elements of the condominium which are unrestricted in use are for the benefit of and may be used and enjoyed by all occupants of each unit regardless of their number. However, because of the disproportionate wear and tear and demand for use of the common elements attributable to units with multiple occupants, additional monthly assessment will be made to unit owners with more than two "occupants." Any person who intends or for whom it is intended to make a unit his principal residence and any guest whose visit in the unit exceeds thirty (30) days during a calendar year shall be deemed an occupant for purposes of this subsection. The additional monthly assessment shall be \$5.00 for the third, \$15.00 for the fourth and \$25.00 for each additional person over four. The additional assessments shall be prorated for each additional occupant who does not reside in the unit during the entire month.

(8) Management of Affairs of the Association of Unit Owners.

The affairs of the Association of Unit Owners shall be managed by a Board of Directors and by officers consisting of a Chairman of the Board of Directors, a Secretary and a Treasurer. The Board of Directors shall adopt administrative rules and regulations governing details of the operation, maintenance and use of the property, and to prevent unreasonable interference with the use of the respective units and of the common elements by the several unit owners. The Board of Directors may retain an individual (one of the unit owners), a firm or corporation to act as manager of the property.

(9) Service of Process.

The name of the person to receive service of process in cases provided in Subsection 1 of ORS 91.635, is Ralph Vranizan, and his place of residence is 12235 S. W. Lanewood, Portland, Oregon 97225.

(10) Adoption of Bylaws.

The undersigned Declarant, subject to this Declaration, has adopted, pursuant to the regulations of the Oregon Unit Ownership Law, the Bylaws attached hereto and by reference made a part hereof, marked Exhibit "D," to govern the administration of the property.

10.1 Amendment.

The Bylaws may be amended from time to time as provided therein. Any amendment thereto shall be recorded in the official records of Washington County, Oregon.

10.2. Compliance with Bylaws and Other Restrictions.

Each unit owner shall comply with the Bylaws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions in this Declaration or in the deed to his unit. Failure to comply therewith shall be grounds for suit or action, maintainable by the Association of Unit Owners or by any unit owner, in addition to other sanctions which may be provided by the Bylaws or by any existing administrative rules and regulations.

10.3. Legal Proceedings.

Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due, damages or a suit for injunctive relief, to foreclose a lien or any combination thereof. Relief may be sought by the Association or by the manager of the Association, or if appropriate, by an aggrieved unit owner.

10.4. Costs and Attorneys' Fees.

In any proceeding arising because of alleged default by a unit owner, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorneys' fees as may be determined by the court for the trial or any appeal thereof.

10.5. Waiver of Rights.

The failure of the Association or a unit owner to enforce any right, provision, covenant or condition which may be granted by a condominium document, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

(11) Mortgagees.**11.1. Notice of Change in Documents or Manager.**

The Association of Unit Owners shall give each mortgagee written notice thirty (30) days prior to

the effective date of (i) any change in the condominium documents and (ii) any change of manager (not including change in employees of corporate manager) of the condominium project.

11.2. Notice of Default by Mortgagor.

The Association of Unit Owners shall give each mortgagee written notification of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty (30) days.

11.3. Mortgagee Exempt from Certain Restrictions.

Any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit.

11.4. Discharge of Lien Upon Foreclosure.

Any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, by foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

11.5. Written Consent of Mortgagee Required in Certain Cases.

Unless all institutional holders of first mortgage liens on individual units have given their prior written approval, the Association of Unit Owners of the condominium shall not:

(a) fail to employ a professional manager for the condominium project; provided, however, any agreement for professional management of the condominium project shall provide that the management contract may be terminated for cause on thirty (30) days' written notice and the term of any such contract shall not exceed one year;

(b) change the pro rata interest or obligations

of any condominium unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each unit in appurtenant real estate and any improvements thereon which are owned by the unit owners in the condominium project in undivided pro rata interests ("common elements");

(c) partition or subdivide any unit or the common elements of the project; or

(d) by act or omission seek to abandon the condominium status of the project except as provided by statutes in case of substantial loss to the units and common elements of the condominium project;

(e) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;

(f) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project;

(g) otherwise materially amend this Declaration in any manner substantially affecting the rights of the first mortgagee.

11.6. Proxy Held by Mortgagee in Certain Cases.

The first mortgagee or beneficiary under a trust deed may attend a meeting of the Association of Unit Owners with the proxy of the mortgagor of said unit for the purpose of voting to paint or otherwise maintain the common elements. Provided, however, such right shall arise only in the event the mortgagee reasonably believes that the Association of Unit Owners has failed to maintain the common elements in sufficient manner to prevent excessive wear and tear. The first mortgagee shall, upon written request to the Association, be entitled to receive the same notice of all meetings thereof as is required to be given the members of the Association, and shall be entitled to attend all such meetings through a duly appointed representative, regardless of whether entitled to vote thereat by proxy as above provided.

11.7. Right to Examine Books and Records.

All first mortgagees shall have the right to examine the books and records of the Condominium Owners Association or the condominium project upon reasonable notice and at reasonable times, and on written request to receive copies of all financial statements prepared by or for the Association.

11.8. Notice in Event of Loss or a Taking.

The Condominium Owners Association shall give all first mortgagees written notice of any loss exceeding \$10,000 to, or taking of, the common elements of the condominium project or any unit thereof.

(12) Amendments to Declaration.

This Declaration submits Stage I as hereinbefore described to the provisions, restrictions and limitations of the Oregon Unit Ownership Law. As, if, and to the extent Stage II is developed, a Supplemental Declaration will be filed by the Declarant amending the within Declaration by adding up to the number of units proposed for Stage II of the condominium. This Supplemental Declaration shall have the effect only of adding the units in Stage II to the condominium and shall in no way amend, change or modify the provisions of the Declaration, excepting for those which are required to be amended to permit the addition of the units in Stage II to the condominium.

(13) Subdivision.

No unit may be subdivided into divisions of any nature.

IN WITNESS WHEREOF, the undersigned fee owner of the subject property has caused this declaration to be executed this 2nd day of December, 1975.

THE ROBERT RANDALL COMPANY

By Robert D. Randall

Robert D. Randall, President

By Ralph A. Vranizan

Ralph Vranizan, Secretary

STATE OF OREGON)

County of Multnomah)

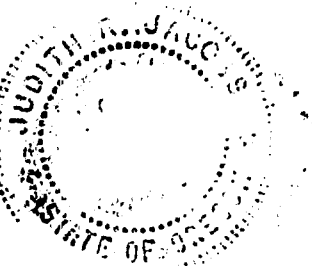
ss.

December 2, 1975

On this 2nd day of December, 1975, before me

appeared ROBERT D. RANDALL and RALPH VRANIZAN who, being duly sworn did say that they are the President and Secretary, respectively, of the within named Association, and that the said instrument was signed and sealed in behalf of said Association by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Judith R. Jackson
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 9/17/77

Approved 12-23-75
 STATE OF OREGON
 REAL ESTATE COMMISSION

APPROVED THIS 24TH DAY OF DECEMBER, 1975
 DEPARTMENT OF ASSESSMENT AND TAXATION,
 (ASSESSOR) WASHINGTON COUNTY, OREGON
 by *Marvin L. Blum*.

EXHIBIT "A-1"

THE TOWNHOME VILLAGE AT CEDAR HILLS CONDOMINIUM

STAGE I

A tract of land situated in Sections 2 and 11, T 1S, R 1W, W.M., Washington County, Oregon, being more particularly described as follows:

Beginning at the southeast corner of Lot 7, Block 36, CEDAR HILLS PLAT NO. 9, a plat of record; thence EAST a distance of 7.36 ft.; thence S $74^{\circ}52'55''$ E a distance of 427.51 ft. to the southeast corner of that tract of land conveyed to Sunset Community Presbyterian Church, a corporation, by deed recorded April 25, 1957, in Book 393, Page 363, Records of Washington County; thence S $0^{\circ}05'10''$ E along the west line of Presbytery of Portland tract as described in deed recorded May 26, 1954, in Book 356, Page 420, Records of Washington County, a distance of 262.65 ft. to the southwest corner thereof; thence N $89^{\circ}46'55''$ E along the south line of said Presbytery tract a distance of 35.00 ft.; thence S $0^{\circ}13'05''$ E a distance of 110.00 ft.; thence S $66^{\circ}45'00''$ W a distance of 252.90 ft; thence S $89^{\circ}09'55''$ W a distance of 215.00 ft. to a point in the east line of CEDAR HILLS PLAT NO. 9; thence N $0^{\circ}50'05''$ W along said east line a distance of 587.04 ft. to the point of beginning; less that portion of the northerly 50 ft. which has been dedicated to Washington County as a public road.

SUBJECT TO a 50 ft. wide roadway easement across the northerly 50 ft. of the above described tract, as described in Book 356, Page 420, Records of Washington County.

EXHIBIT "A-2"

THE TOWNHOME VILLAGE AT CEDAR HILLS CONDOMINIUM

STAGE II

A tract of land situated in Section 11, T 1S, R 1W, W.M., Washington County, Oregon, being more particularly described as follows:

Beginning at the southeast corner of Lot 7, Block 36, CEDAR HILLS PLAT NO. 9, a plat of record; thence S 0°50'05" E along the east line of said plat a distance of 587.04 ft. to the true point of beginning of the tract herein to be described; thence N 89°09'55" E a distance of 215.00 ft.; thence N 66°45'00" E a distance of 252.90 ft.; thence N 0°13'05" W a distance of 110.00 ft. to a point in the south line of Presbytery of Portland tract as described in deed recorded May 26, 1954, in Book 356, Page 420, Records of Washington County; thence N 89°46'55" E along said south line a distance of 286.09 ft; thence S 0°13'05" E a distance of 95.00 ft.; thence S 29°30'55" E a distance of 326.81 ft.; thence S 0°12'20" E a distance of 72.30 ft. to an iron pipe; thence N 89°58'50" W along the north line of HOLLOWAY, a plat of record, a distance of 271.92 ft. to the northeast corner of Block 32, VISTA HILLS NO. 8, a plat of record; thence N 89°51'15" W along the north line of said VISTA HILLS NO. 8, a distance of 619.28 ft. to the southeast corner of Lot 1, Block 27 of said VISTA HILLS NO. 8; thence N 0°50'05" W along the east line of Lot 1, Block 27 of said VISTA HILLS NO. 8 and the east line of Block 39, CEDAR HILLS PLAT NO. 9, a distance of 236.00 ft. to the true point of beginning.

Less that portion of said tract which is the northerly termination of S. W. Garden View, and which has heretofore been dedicated to Washington County as a public road. Also less that portion of the above described tract lying easterly of Wolf Creek and the 20 ft., more or less, lying westerly of Wolf Creek on the above described tract which has been dedicated to the public as a park.

SUBJECT TO a 15 ft. wide easement over the above described tract connecting the northerly termination of S. W. Garden View with the public park area which has been described hereinabove.

ENGINEER'S CERTIFICATE

The undersigned, a licensed registered Engineer, hereby certifies that Stage I of The Townhome Village at Cedar Hills Condominium was completed on the 22ND day of December, 1975. The floor plans, recorded as Exhibit B to the Declaration of Unit Ownership for said condominium, Book _____, Pages _____ through _____, Deed Records of Washington County, Oregon, fully and accurately depict the layout of said Stage I as constructed. This Certificate is intended to be supplemental to the Certificate executed and recorded with the Declaration of Unit Ownership for The Townhome Village at Cedar Hills Condominium in Book _____, Page _____, Deed Records of Washington County, Oregon.

DATED this 11th day of December, 1975.

Dale B. Haller
DALE B. HALLER

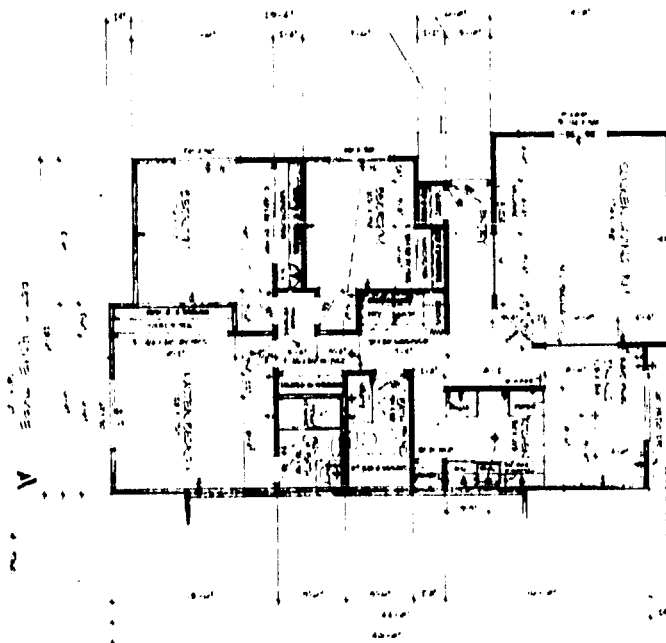
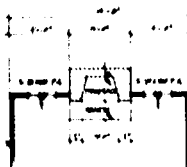
STATE OF OREGON)
) ss. December 11, 1975.
County of Multnomah)

Personally appeared the above named DALE B. HALLER, and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

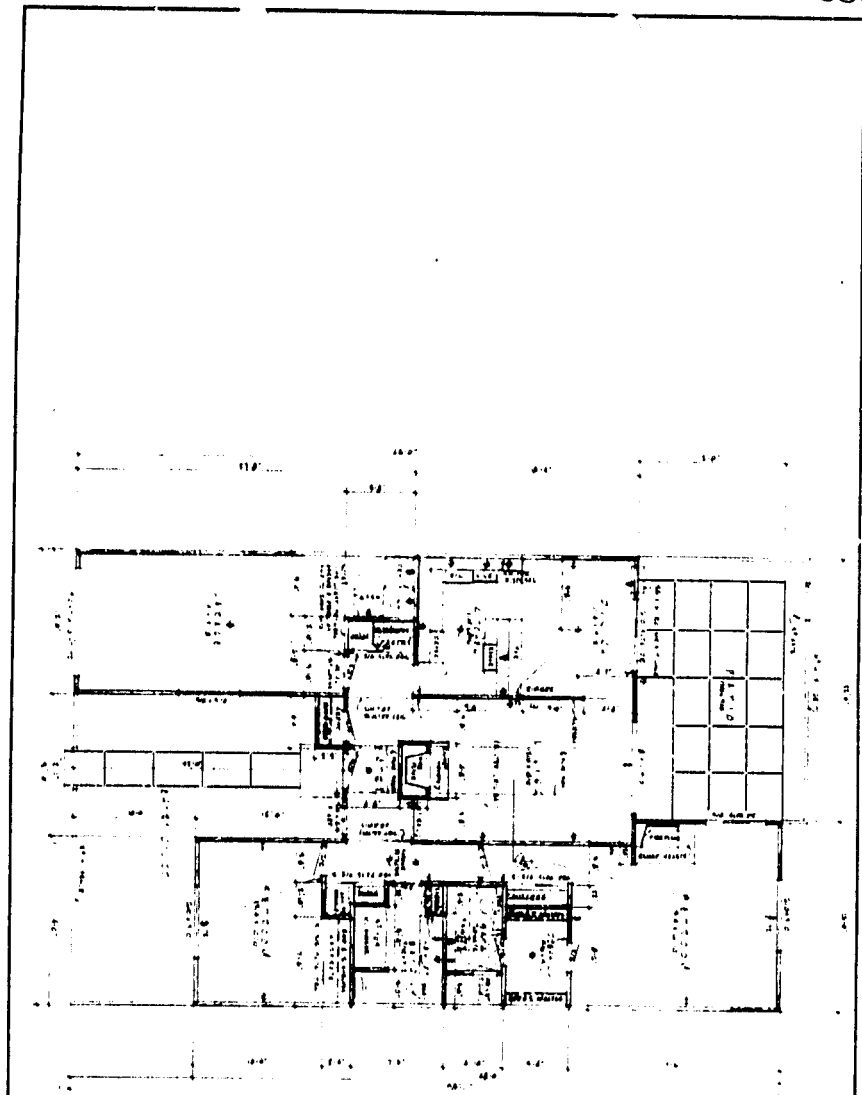
Judith L. Quinn
Notary Public for Oregon
My Commission Expires 9/1/77

OPTIONAL FIREWORKS
WATER



GENERAL NOTES
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.





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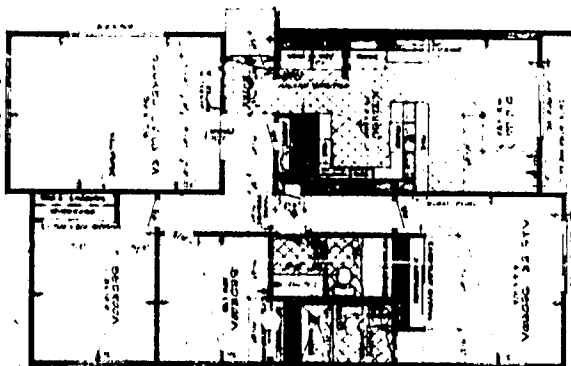
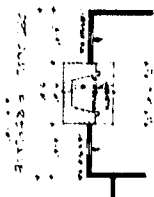


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SECTION 6 - JUDGE KA
SECTION 6 - JUDGE KA

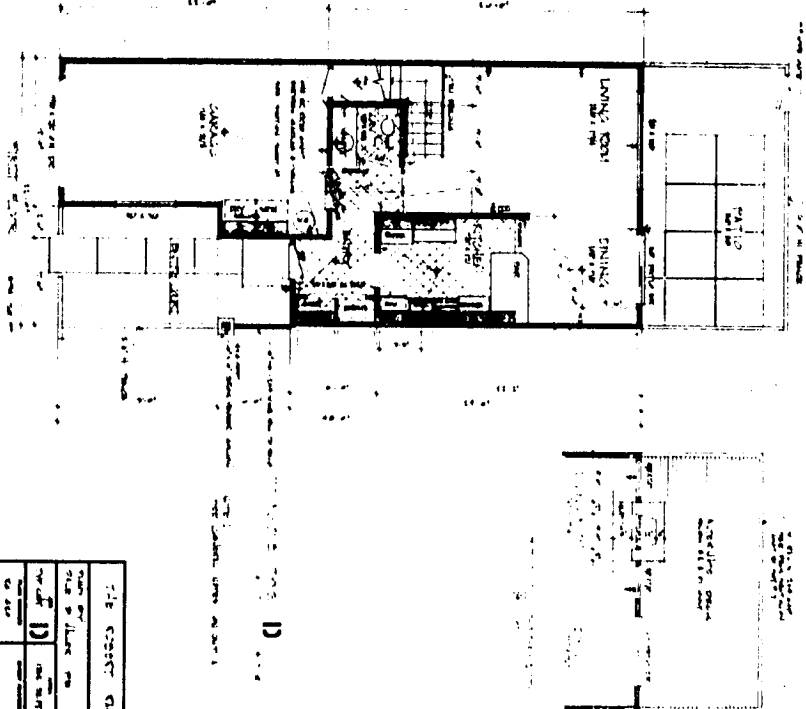
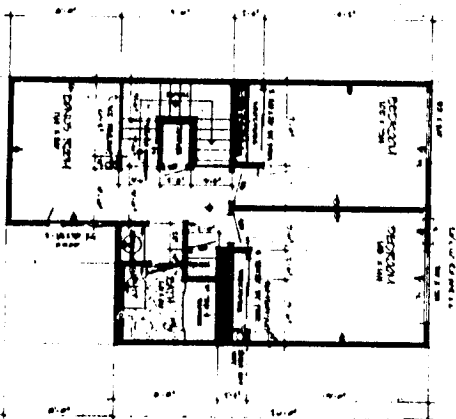
131

Name		Date	
P.O. & Loc. of		No.	
			
			



THE ROBERT RANDALL CO.		
1000 1000 1000	1000 1000 1000	

SECOND FLOOR 44' x 71'



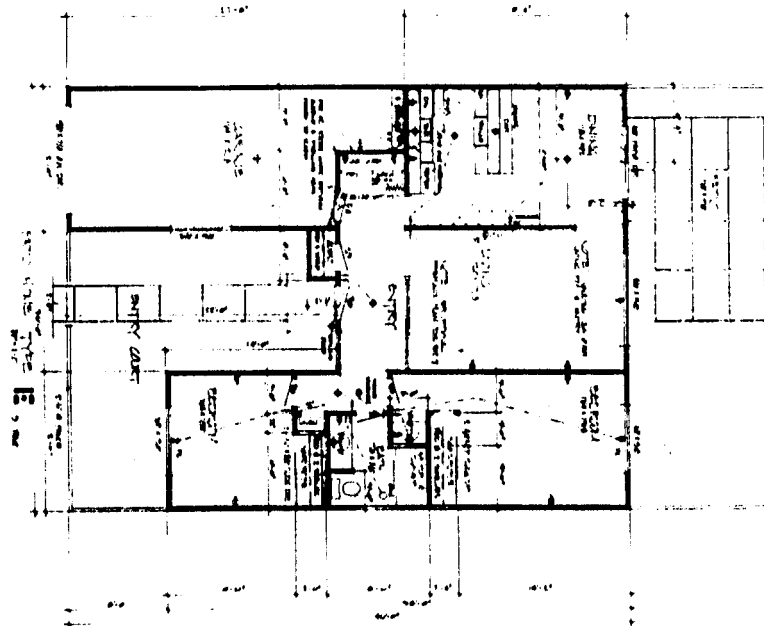
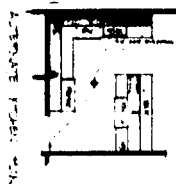
71' x 44' OVERALL DIM.

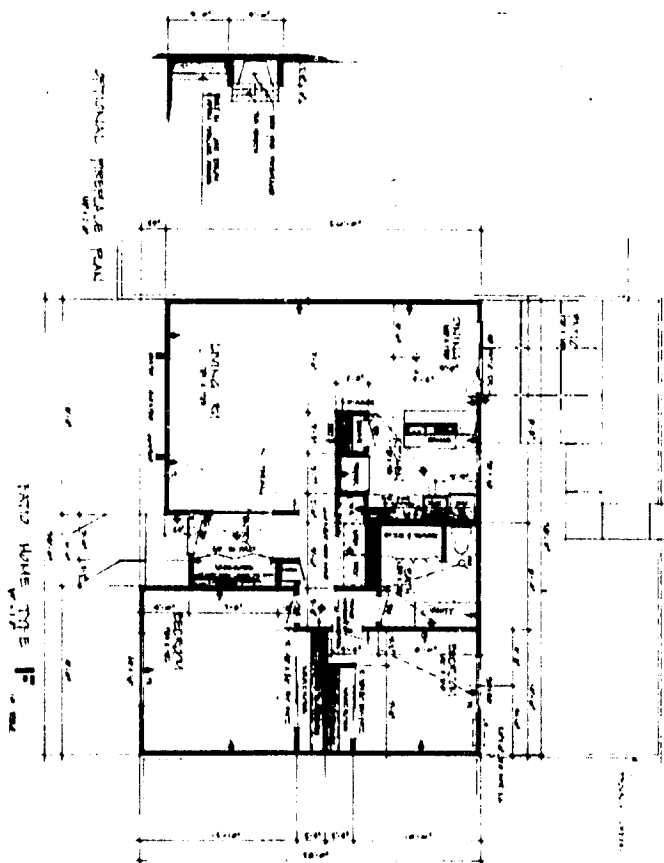
Scale: 1/4" = 1'-0"

Date: 10/1/71

By: [Signature]



[illegible]



NOTE: SEE DRAWING, SERIES OF SHEETS

THE ROBERT RUDOLPH CO.

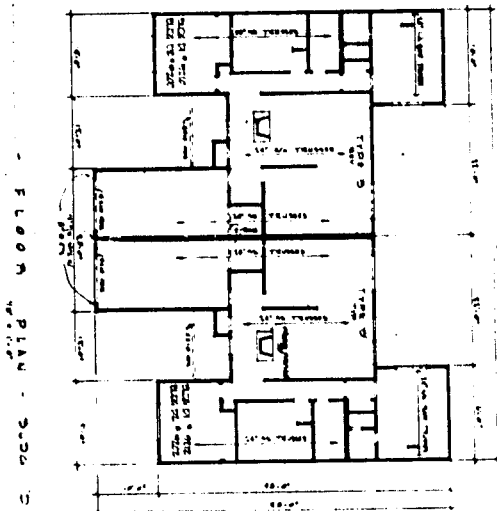
DATE OF ISSUE: FEB. 1960

DATE OF ISSUE: FEB. 1960

DATE OF ISSUE: FEB. 1960

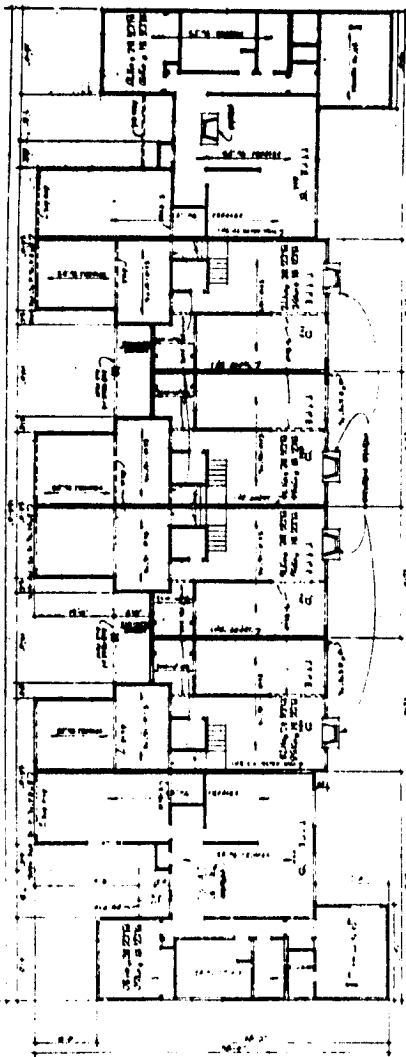
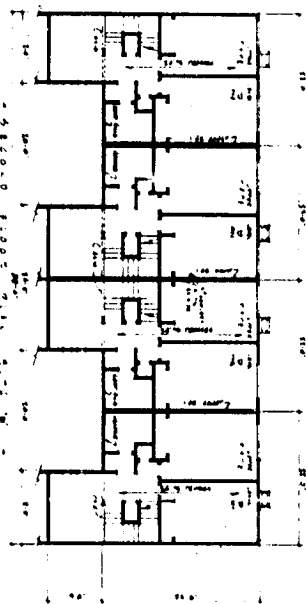
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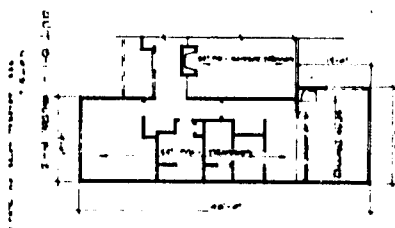
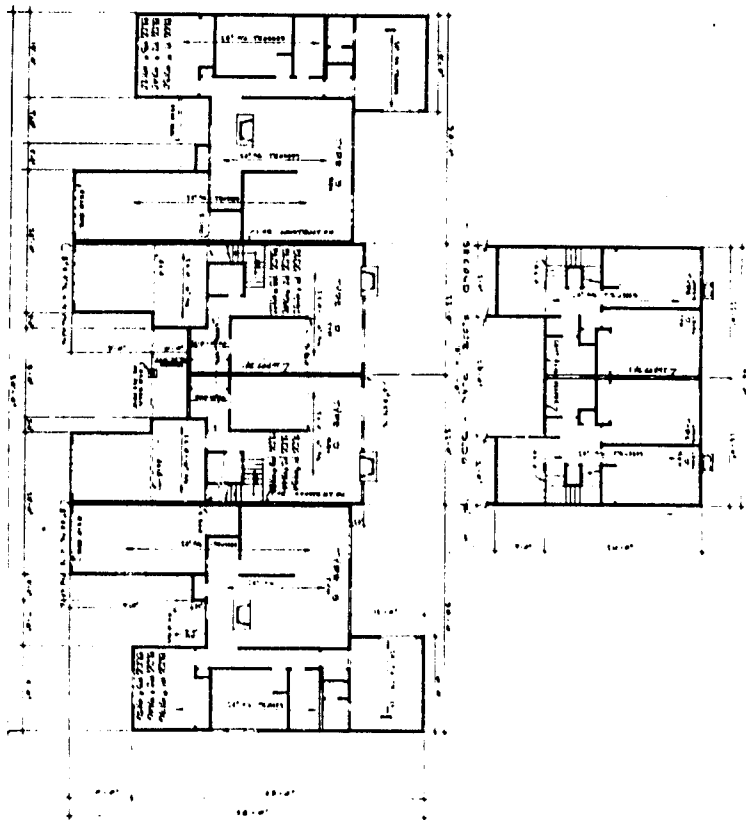


THE ROBERT RANDALL CO	
DATE OF SALE	1
AMOUNT PAID	2
DATE PAID	3

13803

[illegible]

FIRST FLOOR PLAN - BLDG. 7



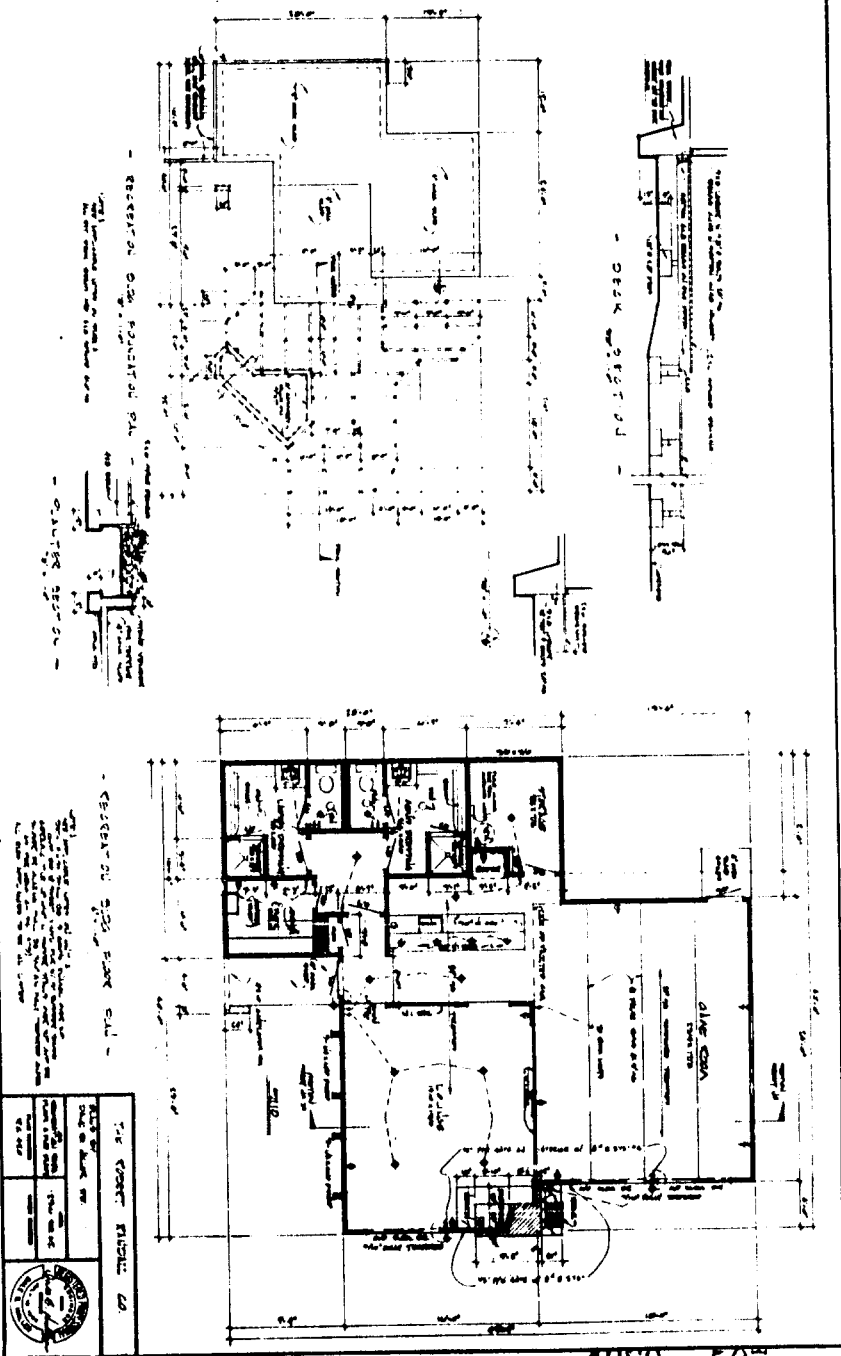
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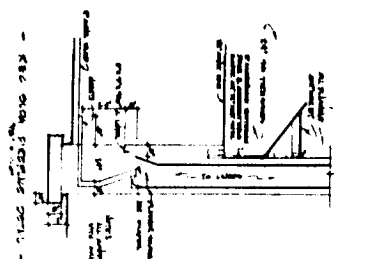
ARCHITECTS

1000 15th St. N.W.

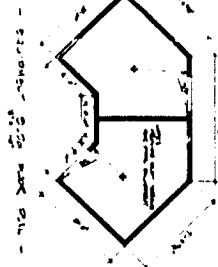
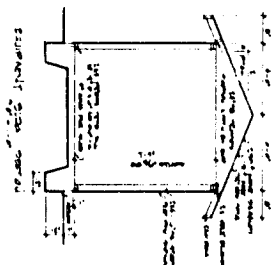
WASHINGTON, D.C.

13803

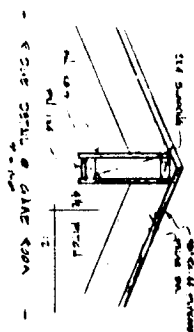




- SECTION OF SIDE OF BUILDING -



- SECTION OF SIDE OF BUILDING -

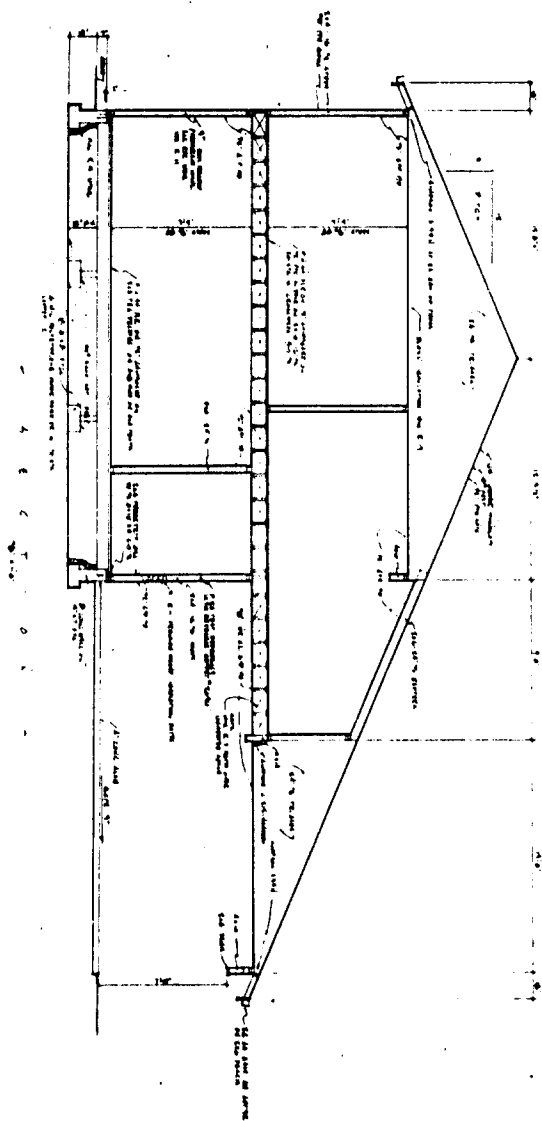


- SECTION OF SIDE OF BUILDING -



- SECTION OF SIDE OF BUILDING -

FBI - COAST GUARD	
DATE	TIME
REPORT NO.	FILE NO.
BY	FOR



See structural drawings of wing at 14

1-10 ROOMS BATHS

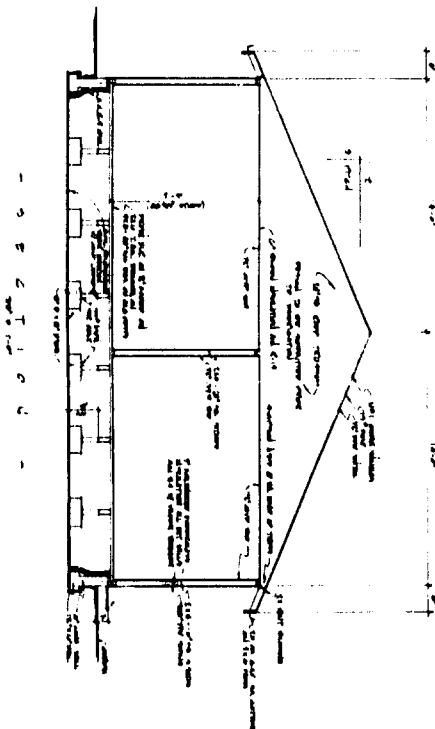
1-10 ROOMS BATHS

1-10 ROOMS BATHS

1-10 ROOMS BATHS

1-10 ROOMS BATHS

1-10 ROOMS BATHS



Large rectangular building, all other as per

THE COURT CASE NO.

FILE NO. 10000

DATE OF FILING

BY

TO



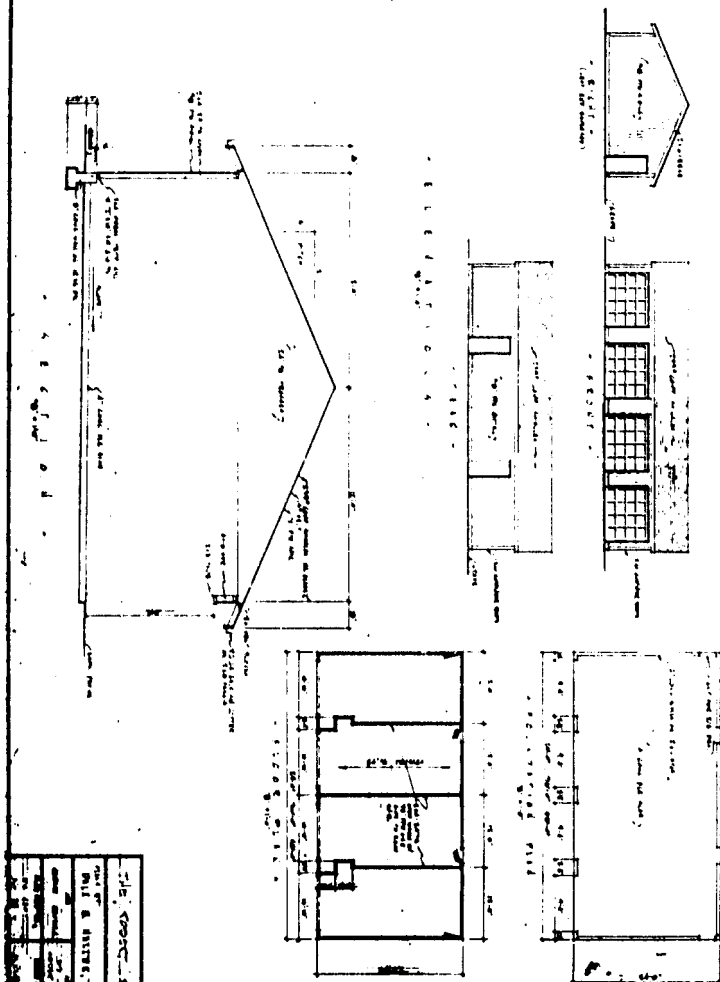


EXHIBIT "C"

THE ROBERT RAYMOND COMPANY

BYLAWS OF

THE TOWNHOME VILLAGE AT CEDAR HILLS CONDOMINIUM

ARTICLE I

PLAN OF FAMILY UNIT OWNERSHIP

Section 1. Family Unit Ownership. The project, located in the County of Washington, State of Oregon, known as THE TOWNHOME VILLAGE AT CEDAR HILLS CONDOMINIUM is submitted to the provisions of Oregon Revised Statutes, Sections 91.505 to 91.675, the Oregon Unit Ownership Law.

Section 2. Bylaws Applicability. The provisions of these bylaws are applicable to the project, the owners' association and the entire management structure thereof. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these bylaws.

The mere acquisition or rental by a person of any of the 26 units in Stage I or of any of the proposed 29 units in Stage II (if and to the extent such stage is developed) (hereinafter referred to as "units") of the project or the mere act of occupancy of any said units will signify that these Bylaws are accepted, ratified and will be complied with by such person.

ARTICLE II

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

Section 1. Membership in the Association. Upon becoming the legal owner or contract purchaser of a family unit, said owner shall automatically 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 of Unit Ownership ("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 or land sale contract for his unit, to which shall be affixed the certificate of the recording officer of the County of Washington, Oregon, showing the date and place of recording

of such deed or contract. No person shall be recognized as a unit owner unless a copy of the deed or land sale contract has been filed with the Association, as provided above, showing him to be the current owner or contract purchaser of a unit. Notwithstanding the foregoing, the declarant shall be the owner of all previously unsold units, although no deed or land sale contract, with respect to such units, has been filed with the Association.

Section 2. Voting. Voting shall be on a percentage basis and the percentage of the vote to which an owner is entitled shall be the percentage interest in the general common elements assigned to said owner's unit or units by the Declaration. The percentage vote attributable to a single unit may not be divided between or among multiple owners. If multiple owners cannot agree on how to cast their vote, they shall abstain as to the matter with respect to which a vote is being taken. Any attempt to cast a split ballot shall be void.

Section 3. Majority of Owners. As used in these bylaws, the term "majority of voting owners" shall mean those owners holding over fifty percent (50%) of the vote, in accordance with the percentage assigned by the Declaration. "Majority of voting owners present" shall mean voting owners holding over fifty percent (50%) of the votes present at any legal meeting.

Section 4. Quorum. Except as otherwise provided in these bylaws, the presence in person or by proxy of a "majority of voting owners" as defined in Section 3 of this Article shall constitute a quorum.

Section 5. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with 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. A meeting of the Association may be by proxy ballot, as the Directors may elect, rather than at a formal gathering. Ballots for such meeting must be properly executed and returned in sufficient quantity to constitute a quorum and to pass the proposal specifically propounded on the ballot.

Section 6. Authority to Vote. All owners shall be entitled to vote, and this shall be true if they have leased their premises to a third party. An owner's right to vote may not be revoked. A purchaser under a land sale contract entitled to immediate possession of the premises shall be

deemed the owner of the premises.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the family units will constitute the Association of Unit Owners ("Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the operation, management and maintenance of the project, including negotiating and contracting with and supervising any person, persons or business entity with respect to such matters. Except as otherwise provided in the Declaration or these bylaws, decisions and resolutions of the Association shall require approval by a majority of owners present at any legal meeting. A legal meeting is one duly called pursuant to these bylaws where a quorum is present in person or by proxy at a formal gathering, or if the meeting is held by ballot, when ballots are returned representing more than fifty percent (50%) of the percentage vote.

Section 2. Place of Meetings. Formal meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors. The vote of ballot meeting shall be determined by the Board of Directors within 48 hours of the deadline for return of ballots. Each unit owner shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned, within ten (10) days after the ballots have been counted.

Section 3. Initial Meeting. The initial organizational meeting will be held within a reasonable time after the completion of Stage I of the condominium by notice to all unit owners not less than seven (7) days before the meeting as to the time and place thereof. Thereafter, a second organizational type meeting will be held as soon after completion of Stage II as is practicable.

Section 4. Annual Meetings. The first annual meeting of the Association shall be held during the first full calendar year after completion of Stage I, and shall be set by action of the Board of Directors. This meeting, at the discretion of the Board of Directors, may be changed from time to time, but must be held annually under the rules and regulations as set out in the bylaws. At such meetings those members of the Board of Directors whose terms have expired shall be elected by the owners in accordance with the requirements of Section 5 of Article IV of these bylaws. The owners may

also transact such other business of the Association as may properly come before them.

Section 5. Special Meetings. It shall be the duty of the Chairman to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by ten percent (10%) or more of the owners having been presented to the Secretary. All meetings called because of petition of unit owners shall be held at a formal gathering and not by ballot. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all the owners of the units or as otherwise set out in these bylaws.

Section 6. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual, special or meeting by ballot, 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 sixty (60) days prior to such meeting or the date when ballots for a ballot meeting are required to be returned. The mailing shall be to the owner's address last given the Secretary in writing by the unit owner or his vendee. If unit ownership is split or the unit has been sold on a contract, notice shall be sent to a single address, of which the Secretary has been notified in writing by such parties. If no address has been given the Secretary in writing, then mailing to the condominium unit shall be sufficient. The mailing of a notice in the manner provided in this Section shall be considered notice served. The first mortgagee shall, upon written request to the Association, be entitled to receive the same notice of all meetings thereof as is required to be given the members of the Association, and shall be entitled to attend all such meetings through a duly appointed representative, regardless of whether entitled to vote thereat by proxy as above provided.

Section 7. Adjourned Meetings. If any gathering of owners is not a legal meeting because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. The adjournment provisions of this Section do not apply to meetings by ballot.

Section 8. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

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

ARTICLE IV .

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three persons for Stage I and five persons after the addition of Stage II. The directors elected after the addition of Stage II shall be owners of units in that stage. If Stage II is not developed and added to the project, the Board of Directors shall consist of the number of Directors elected for Stage I. All Directors must be a unit owner or the co-owner of a unit. Provided, however, co-owners of the same unit may not serve as Directors simultaneously.

Section 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.

Section 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 be responsible for the following matters:

- (a) Care, upkeep and supervision of the project and the general common elements and the limited common elements, if any, and assigning, supervising assignments or approving any assignment of the use of any common element, general or limited, as may be required by the Declaration.
- (b) Designation and collection of monthly assessments from the owners, in accordance with these bylaws, the Declaration and the Oregon Unit Ownership Law.
- (c) Payment of all common expenses of the Association and institution and maintenance of a voucher system for such payment, which shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of Association funds.
- (d) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the general common elements and the limited common elements, if any.
- (e) Leasing, subleasing or hypothecation, in any manner, of the general or limited common elements,

if any, of the condominium which have or may have any income producing potential.

- (f) Promulgation and enforcement of rules of conduct for unit owners, employees and invitees which shall be consistent with the restrictions set out in Article VI, Section 6 of these bylaws.

Section 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 3 of this Article. The managing agent shall have the right to contract with or lease a unit from any unit owner, for the management of said unit, individually or collectively with other unit owners.

Section 5. Election and Term of Office. At the initial organizational meeting, three directors shall be elected; two at the second organizational meeting. At the initial meeting, one director shall be elected for a one-year term, one for a two-year term and one for a three-year term. At the second meeting, one director shall be elected for a term to coincide with the term of the two-year director and another director shall be elected to coincide with the term of the three-year director which have been elected at the initial organizational meeting.

Section 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, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected upon expiration of the term for which such person was elected by the other Directors to serve.

Section 7. Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one or more of the Directors may be removed with or without cause, by a majority of the owners and a successor may be then and there elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.

Section 8. Organizational Meeting. The first meeting of a newly-elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly-elected Directors in order to legally hold such meeting, providing a majority of the newly-elected Directors are

present. A second Board of Directors' meeting shall be held within ten (10) days after directors are elected upon the addition of Stage II. Such meeting shall be held at the place and in the same manner as the initial organizational meeting.

Section 9. 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. Notice of regular meetings of the Board of Directors may be called by the Chairman on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman or Secretary or on the written request of at least three (3) Directors. Special meetings of the Board of Directors may be called on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

Section 11. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the existing Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Action by Written Memorandum. Any action which could be taken by the Board of Directors at a regular or special meeting may also be taken by a written "Memorandum of Action" signed by all of the existing Directors approving such action.

Section 14. Conference Call Meetings. Meeting by ballot may be held by the Board of Directors in the same manner as ballot meetings of the Association. Telephonic meetings may be held either upon notice to all Directors as to the date and time and telephone number where each Director will be called and the participation therein by a quorum of the Board, or upon the unanimous participation in such meeting instituted by the Chairman. Such telephonic meetings shall be carried on by means of a "conference call" in which each Director may speak with any of the other Directors. The Directors shall keep telephone numbers on file with the Chairman to be used for telephonic meetings.

Section 15. Compensation of Directors. No director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by vote of the unit owners.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a Chairman, 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.

Section 2. Election of Officers. The officers of the Association may be elected by the Board of Directors at the organizational meeting of each new board or any board meeting thereafter, and shall hold office at the pleasure of the board.

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

Section 4. 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 president of an association, including, but not limited to, the power to appoint committees from among the 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. The Chairman shall be entitled to vote at Board of Director meetings only in case of a tie vote at any such meeting, and his vote shall be

final.

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 not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the 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.

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

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all the project's general common expenses, which may include premiums for insurance required or permitted under Article VII of these bylaws. All of the reserve funds set up pursuant to these bylaws shall be funded by allocation and payment from the monthly assessment of unit owners. The assessment of all unit owners who may be benefited by expenditure of reserve funds may be increased as necessary, so the reserve fund in question can be maintained in an amount sufficient to meet the needs for which such fund was established.

The initial assessment of owners of units in Stage I (and the initial assessment of owners of units in Stage II if it is developed simultaneously with Stage I) shall be determined by the declarant, and each purchaser/owner shall execute a consent to initial assessment at the time of closing. The initial assessment shall thereafter be subject to review by the Board of Directors.

If and at the times the Declaration is amended to add Stage II to the condominium, the unit owners of such stage shall commence paying a monthly assessment proportional (on the basis of common element ownership) to that paid by owners for units already a part of the condominium, and in

accordance with the statutes of the State of Oregon. A prorated assessment shall be paid for the first month after the addition of the stage to which the unit belongs. Such assessments shall include payments on leases of real and personal property, if any, monthly payments to a reserve fund for replacements, a general operating reserve and any other reserve set up pursuant to paragraph (c) of this Section.

- (a) The Association shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount determined by the Directors. The reserve fund is for the purpose of effecting replacements of structural elements, mechanical equipment and other general common elements of the condominium. Payment into this fund shall be deemed a contribution to capital improvement as and when made. The payment required to be made to this fund may be increased from time to time by action of owners holding a majority of votes.
- (b) The Association shall establish and maintain a General Operating Reserve by allocation and payment thereto monthly of a sum equivalent to not less than five percent (5%) of the monthly assessments chargeable to the family unit owners in the condominium for the general common expenses, pursuant to the bylaws. Upon accrual in said General Operating Reserve Account of an amount equal to fifteen percent (15%) of the current annual amount of assessments chargeable to the family unit owners in the condominium pursuant to these bylaws, the rate of such monthly allocations may be reduced from five percent (5%) to 2-1/2 percent by appropriate action of the Association, provided, however, that in the event withdrawals from such account reduce it below said fifteen percent (15%) accrual, the rate of such monthly deposits shall immediately be restored to five percent (5%); at any time thereafter upon accrual in said General Operating Reserve Account of an amount equal to 25 percent of the current annual amount of assessments chargeable to unit owners in the condominium for the general common expenses pursuant to the bylaws, such monthly deposits may be discontinued by appropriate action of the Association; and no further deposits need be made into such General Operating Reserve so long as said 25 percent level is maintained and provided further that upon reduction of such reserve below said 25 percent level, monthly deposits shall

forthwith be made at the 2-1/2 percent rate until the 25 percent level is restored. This reserve is intended to provide for repairs and maintenance in periods of special stress. Funds paid to this reserve shall be deemed payment for expenses incurred in the operation of the condominium and the Association as and when paid.

- (c) The Directors may set up such other special reserve funds by special assessments of the unit owners who benefit thereby as may be required by the Declaration or otherwise determined by the Association of Unit Owners to be appropriate.

Each reserve fund shall be kept and accounted for in a separate fund with a safe and responsible depository and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies. No unit owner shall have any individual rights in any of these reserves, although it is understood that the value of their respective units increases in proportion to each unit's right to receive repair, maintenance and replacement therefrom. The Association, however, cannot accumulate and hold any income derived from said reserves and must distribute any investment income received to the unit owners, in the same proportion as the reserves were created, on or before December 31 of each year. The allocation to reserve accounts of assessments of unit owners in Stage II shall be made in the same manner as the assessments of unit owners in Stage I. Owners of units in Stage II, after the addition of such stage, shall share in the benefit of such reserve funds in the same manner as though all units were submitted to the Oregon Unit Ownership Law simultaneously. However, such owners of units in the subsequent stage shall not be required to pay any additional assessment because of such sharing of benefit.

Section 2. Additional Assessment for Multiple Occupancy.
The common elements of the condominium which are unrestricted in use, are for the benefit of and may be used and enjoyed by all occupants of each unit regardless of their number. However, because of the disproportionate wear and tear and demand for use of the common elements attributable to units with multiple occupants, additional monthly assessment will be made to unit owners with more than two "occupants." Any person who intends or for whom it is intended to make a unit his principal residence and any guest whose visit in the unit exceeds thirty (30) days during a calendar year shall be deemed an occupant for purposes of this subsection. The additional monthly assessment shall be \$5.00 for the third person, \$15.00 for the fourth and \$25.00 for each additional person over four. The additional assessments

shall be prorated for each additional occupant who does not reside in the unit during the entire month.

Section 3. Assessment of Declarant for Unsold Units.
The assessment provisions of Section 1 of this Article are intended to apply to unit owners other than the Declarant. The Declarant shall pay all expenses of upkeep and maintenance of the condominium project or a stage thereof until the time the Declaration submitting such project or stage thereof is recorded. The initial assessment of new unit owners shall commence at the time the Declaration submitting their unit has been recorded and subsequent to the closing of the sales transaction between such unit owner and the Declarant. Subsequent to the recordation of the Declaration or Supplemental Declaration submitting units to the condominium, the Declarant shall commence to pay an assessment for units which it still owns equal to 25% of the assessment payable by other unit owners. The Declarant's assessment for unsold units will be first used to pay into the reserve account(s) the allocable portion of such reserve payments for each such unsold unit. The balance of the assessment for each such unsold unit shall be used to defray common expenses attributable to that unit. Provided, however, should the Declarant occupy or cause to be occupied any such unsold unit it shall pay an assessment in the same amount as that paid by other owners of comparable units. The special assessment provisions of this Section shall expire one year from the date on which the Declaration or Supplemental Declaration adding any such unsold units to the condominium project is recorded. After such time the Declarant shall pay an assessment equal in amount to that paid by other owners of comparable units even though such units owned by Declarant continue to be unsold or unoccupied.

Section 4. Default. Failure by an owner to pay any assessment of the Association shall be a default by such owner of his obligations pursuant to these bylaws and the Oregon Unit Ownership Law. The Association shall be entitled to a lien which may be enforced upon compliance with the provisions of ORS 91.580. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting owner for the use of his unit or shall be entitled to the appointment of a receiver pursuant to ORS 91.585. Any default by the owner in any provisions of these bylaws or of the Oregon Unit Ownership Law shall be deemed to be a default by the owner of any mortgage to which the owner is a party or to which the family unit is subject.

Section 5. Maintenance and Repair.

- (a) Every owner must perform promptly all maintenance and repair work within his own unit, which if

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shall be prorated for each additional occupant who does not reside in the unit during the entire month.

Section 3. Assessment of Declarant for Unsold Units.

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Section 5. Maintenance and Repair.

- (a) Every owner must perform promptly all maintenance and repair work within his own unit, which if

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omitted would affect the common elements of the project or a part thereof belonging to other owners, and shall be responsible for the damages and liabilities that his failure to do so may cause.

- (b) All repairs of internal installations of each unit, such as water, lights, gas, power, sewage, telephones, air conditioners and sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the sole expense of the owner of such unit.
- (c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and/or facility damaged through his fault, not otherwise covered by insurance policies carried by the Association for the owner's and Association's benefit.

Section 6. Use of Family Units - Internal Changes.

- (a) All living units shall be used for residential purposes only, private or commercial, and all common elements shall be used in a manner conducive to such purposes. However, the Board of Directors shall have the right to expand any common area functions to include any compatible income producing activity. No unit owner shall be permitted to lease his unit for hotel or transient purposes, nor to lease less than the entire unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be written.
- (b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the Chairman of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within thirty (30) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 7. Use of the Common Elements. An owner shall not place or cause to be placed in the lobbies, patios, decks, ramps, vestibules, stairways and other project areas and facilities of a similar nature, any furniture, packages or objects of any kind, except that suitable furniture may be placed on the decks and patios. Such areas shall be used for no purpose other than what is normal.

Section 8. Right of Entry.

- (a) In case of an emergency originating in or threatening

his unit, an owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association, whether the owner is present at the time or not.

- (b) An easement is reserved to the Association in and through any unit and the common elements providing access at reasonable times and with reasonable notice for purposes of maintenance, repair and replacement of the common elements. If, in the process of such repair and maintenance by the Association, it is necessary to alter or damage any unit or common elements, such alterations or damages will be permitted without compensation, provided the unit and/or common elements are promptly restored to substantially their prior condition by the Association.
- (c) If any portion of the common elements encroaches upon a family unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall be and does exist. In the event the structures are partially or totally destroyed, and then rebuilt, the owners of the family 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.
- (d) Upon request and at reasonable times, any unit owner shall be permitted to enter and travel through areas otherwise restricted to the use of another unit owner for the purpose of maintaining or moving large objects into the area restricted in use to the unit owner making such request. The request shall be made to the unit owner whose private area will be entered. Any unreasonable refusal shall be brought to the immediate attention of the Board of Directors.

Section 9. Rules of Conduct.

- (a) No resident of the project shall post any advertisements, posters or signs of any kind in or on the project except as authorized by the Association.
- (b) Residents shall exercise extreme care about creating disturbances, making noises or using musical instruments, radios, television and amplifiers that may disturb other residents. Those keeping domestic animals will abide by the

Municipal Sanitary Regulations, leash laws and rules or regulations of the Association created by the Board of Directors.

- (c) It is prohibited to hang garments, rugs and similar items from the windows or from any of the facades, decks or terraces of the project.
- (d) It is prohibited to hang or shake dust rags, mops and similar items from the windows or porches or terraces, or to clean such items by beating on an exterior part of the project.
- (e) It is prohibited to throw garbage or trash next to the disposal installations provided for such purposes in the service areas. All such garbage and trash shall be placed inside disposal containers.
- (f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units or similar devices on the exterior of the project or cause them to protrude through the walls or the roof of the project except as authorized by the Association. No window guards, awnings or shades shall be installed without the prior consent of the Board of Directors.
- (g) No exterior antennas shall be allowed except those installed by the Association.
- (h) Curtains and drapes shall be generally white or lined with white, or as the Board approves, to create an aesthetic and harmonious outer appearance of the condominium buildings.
- (i) The parking spaces designated as general common elements in the Declaration are intended for use of automobiles of owners and guests. The Directors may make such rules necessary to govern the use of any general or limited common element parking areas by which all owners and other users shall be bound.
- (j) Vehicular traffic on the streets and drives within the project shall be limited to five (5) miles per hour as a safety precaution. This speed limit shall apply to bicycles, motor scooters, motorcycles, automobiles and trucks.
- (k) Recreational buildings and facilities, common garden and patio areas are provided for the use of the owners and their guests. Rules and regulations

will be posted, setting out the hours the various facilities will be available for use, and the conditions attendant thereto. Compliance with such rules as determined by the Board of Directors is essential to the harmonious operation of the facilities.

- (1) The Directors may restrict the use of the general or limited common elements to specific unit owners as may be necessary and reasonable in the overall use of said elements and for the best interest of the project as a whole and the owners of units therein.

Failure by an owner (his family, invitees or lessees) to comply with the rules of conduct and restrictions set forth herein or others promulgated by the Board of Directors, will 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.

ARTICLE VII

INSURANCE

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided, and including insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and which insurance shall be governed by the provisions in this numbered section.

Section 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:

- (a) A policy or policies of fire insurance with the extended coverage endorsement, for the full insurable replacement value, if available, of all units and common areas, 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 said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, of each condominium, if any.

- (b) A policy or policies insuring the Association, its Board of Directors, the unit owners individually, and the manager against any liability to the public or the owners of units and their invitees or tenants, incident to the ownership, supervision, control or use of the project. Limits of liability under such insurance shall be not less than \$1,000,000 for bodily injuries nor less than \$100,000 for property damage in each occurrence. Such limits and coverage shall be reviewed at least annually by the Board of Directors which may increase the limits of and/or coverage, in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.
- (c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.
- (d) A fidelity bond naming such persons as may be designated by the Board of Directors as principals, but shall not fail to include any professional manager and its agents, and the Association and the owners as obligees, for the amount determined by the Board of Directors. Provided, 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.

Section 2. Insurance Companies Authorized. All policies shall be written by a company licensed to do business in Oregon and holding a "Commissioner's rating" of "A+" and a size rating of "AAA," or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and directors.

Section 3. Authority to Adjust Losses. All losses under policies hereafter in force regarding the property shall be settled exclusively with the Board of Directors or its authorized representative; provided, however, that where a first mortgagee has been designated as a loss payee by a unit owner, 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.

Section 4. Prohibition of Contribution. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution

with insurance purchased by the Association, individual owners or their mortgagees.

Section 5. Value of Owner Improvements. Each owner must inform the Board of Directors of the value of improvements made to his 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 VI, Section 3(b).

Section 6. Provisions in Insurance Policies. The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

- (a) A waiver of subrogation by the insurer as to any claims against the Board of Directors, the manager, the unit owners and their respective servants, agents and guests.
- (b) A provision that the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual owners.
- (c) A provision that the master policy on the project cannot be cancelled, 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.
- (d) A provision that any "no other insurance" clause in the master policy exclude individual owners' policies from consideration.
- (e) A provision that the insurer issue subpolicies specifying the portion of the master policy earmarked for each owner's interest and that until the insurer furnishes written notice and a grace period to the mortgagee insured under the loss payable clause thereof, the mortgagee's coverage is neither jeopardized by the conduct of the unit mortgagor-owner, the Association or other unit owners nor cancelled for non-payment of premiums.
- (f) A rider on the master policy in the nature of "Use and Occupancy" insurance which will provide relief from monthly assessments while a unit is uninhabitable by the payment of the condominium expenses thereof and any other fixed costs, including, but

without being limited to, taxes, rent, insurance, and mortgage payments.

Section 7. Review of Insurance Policies. At least annually, the Board of Directors shall review all insurance carried by the Association of Unit Owners, which review shall include an appraisal of all improvements made to the project by a representative of the insurance carrier writing the master policy.

ARTICLE VIII

DAMAGE AND DESTRUCTION

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

Section 2. Insurance Proceeds Insufficient to Cover Loss. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed buildings, the damage to, or destruction of, such buildings shall be promptly repaired and restored by the manager or the Board of Directors, using the proceeds of insurance, if any, on such buildings for that purpose and all the unit owners shall be liable for assessment for any deficiency for such reconstruction, such deficiency to take into consideration as the owner's contribution any individual policy insurance proceeds provided by such owner. Provided, however, if three-fourths or more in value of all the buildings are destroyed or substantially damaged and if the owners holding at least three-fourths interest in the common elements do not, voluntarily, within sixty (60) days after such destruction or damage, make provision for reconstruction, 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:

- (a) The project shall be deemed to be owned in common by the owners.
- (b) The undivided interest in the project owned in common which shall appertain to each owner shall be the percentage of undivided interest previously owned by such owner in the general common areas.

- (c) Any liens affecting any of the condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interests of the owners in the project.
- (d) The project shall be subject to an action for partition at the suit of any owner. If a decree of partition orders the sale of the project, the net proceeds of sale, together with the net proceeds of the policies of insurance on the project, 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.

Section 3. Architectural Changes After Damage or Destruction.
 Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of sufficient owners to amend these bylaws, cause an amendment to be made to the project 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 project, 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 project, or said buildings. Any such amendment of such project documents shall be valid only upon (1) the recording thereof with the recording officer of Washington County; and (2) the recording with that recording officer of the approval thereof of each mortgagee and each other lienholder of record having a lien against any part of the project, or building, affected by such amendment.

ARTICLE IX

CONDEMNATION

The Board of Directors shall have the sole authority to negotiate with any public or private body or person having the power of eminent domain and to sue or defend in any litigation involving such bodies or persons with respect to the common elements of the condominium and shall assist any unit owner whose unit or a part thereof is the subject of any condemnation or eminent domain proceeding. Provided, however, nothing in this or any document or agreement relating to the condominium shall be construed to give a unit owner or any party priority over the rights of the first mortgagees of any condominium units in the case of a distribution to the unit owner of any such condemnation awards for losses to or a taking of a unit and/or and common elements.

ARTICLE X

AMENDMENTS TO BYLAWS

These bylaws may be amended by the Association in a duly-constituted meeting or ballot meeting called for such purpose, and no amendment shall take effect unless approved by owners holding 75% or more of the percentage voting rights as otherwise set forth in the Declaration. Any amendments adopted hereby shall be reduced in writing, certified by the Chairman and Secretary of the Association of Unit Owners to be the amendment so adopted by the Association of Unit Owners, and such amendment so certified shall be recorded in the Deed Records of Washington County, Oregon.

ARTICLE XI

MORTGAGEES

Section 1. Notice to Association. An owner who mortgages his unit shall notify the Association through the Management Agent, if any, or the Chairman of the Board of Directors in the event there is no Management Agent, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Definition of Mortgagee and Institutional Holder. Mortgagee as used in these bylaws shall include the beneficiary of a trust deed or a contract seller. Institutional holder shall mean a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any state or federal agency.

Section 3. Notice of Change in Documents or Manager. The Association of Unit Owners shall give the mortgagees written notice thirty (30) days prior to the effective date of (i) any change in the condominium documents and (ii) any change of manager (not including change in employees of corporate manager) of the condominium project.

Section 4. Notice of Default by Mortgagor. The Association of Unit Owners shall give the mortgagees written notification of any default by their mortgagors in the performance of such mortgagor's obligations pursuant to the condominium documents or the Oregon Unit Ownership Law, which is not cured within thirty (30) days.

Section 5. Mortgagee Exempt from Certain Restrictions. Any mortgagee who comes into possession of a mortgaged unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs

pertaining to the sale or rental of the unit.

Section 6. Discharge of Lien Upon Foreclosure. Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units, including the mortgaged unit).

Section 7. Written Consent of Mortgagee Required in Certain Cases. Unless all institutional holders of first mortgage liens on individual units have given their prior written approval, the Association of Unit Owners of the condominium shall not:

- (a) Fail to employ a professional manager for the condominium project; any agreement for professional management of the condominium project shall provide that the management contract may be terminated for cause on thirty (30) days' written notice and the term of any such contract shall not exceed one year;
- (b) Change the pro rata interest or obligations of any unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each unit in appurtenant real estate and any improvements thereon which are owned by the unit owners in the condominium project in undivided pro rata interests ("common elements");
- (c) Partition or subdivide any unit or the common elements of the project; nor
- (d) By act or omission seek to abandon the condominium status of the project except as provided by statutes in case of substantial loss to the units and common elements of the condominium project;
- (e) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;

- (f) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.
- (g) Otherwise materially amend these Bylaws in any manner substantially affecting the rights of the first mortgagee.

Section 8. Proxy Held by Mortgagee in Certain Cases.

The first mortgagee may attend a meeting of the Association of Unit Owners with the proxy of the mortgagor of said unit for the purpose of voting to paint or otherwise maintain the common elements. Provided, however, such right shall arise only in the event the mortgagee reasonably believes that the Association of Unit Owners has failed to maintain the common elements in sufficient manner to prevent excessive wear and tear.

Section 9. Right to Examine Books and Records. All first mortgagees shall have the right to examine the books and records of the Condominium Owners Association or the condominium project upon reasonable notice and at reasonable times, and, on written request to receive copies of all financial statements prepared by or for the Association.

Section 10. Notice in Event of Loss or a Taking. The Condominium Owners Association shall give all first mortgagees written notice of any loss exceeding \$10,000 to, or taking of, the common elements of the condominium project or any unit thereof.

ARTICLE XII

COMPLIANCE

These bylaws are intended to comply with the provisions of the Oregon Unit Ownership Law, which are incorporated herein. In case any of the provisions hereof conflict with the provisions of said statutes, the statutory provisions shall apply.

ARTICLE XIII

**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 he 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 he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his 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 he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association, should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

ARTICLE XIV

SUITS AND ACTIONS

In the event suit or action is commenced by the Directors for the collection of any amounts due pursuant to these bylaws or for the enforcement of any provisions of the bylaws or of the Oregon Unit Ownership Law, the owner or owners, jointly and severally, will in addition to all other obligations, pay 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.

It is hereby certified that these bylaws have been adopted by The Robert Randall Co., Declarant of The Townhome Village at Cedar Hills Condominium and will be recorded in the Deed Records of Washington County, together with the Declaration of Unit Ownership for said condominium, after

said Declaration and bylaws are approved by the Assessor of said County.

DATED this 2nd day of December, 1975.

The Robert Randall Company

By [Signature]
Robert D. Randall, President

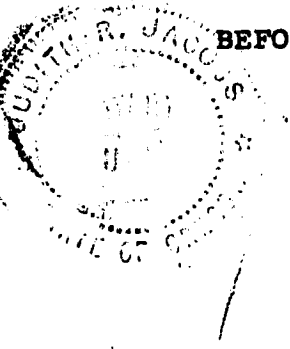
By Ralph A. Vranizan
Ralph Vranizan, Secretary

STATE OF OREGON)
County of Multnomah) ss. December 2, 1975

Personally appeared the above-named ROBERT D. RANDALL and RALPH VRANIZAN, who being duly sworn, did say that they are the President and Secretary, respectively, of The Robert Randall Company, an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and they acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

[Signature]
Notary Public for Oregon
My Commission Expires: 9/17/77



Deed

STATE OF OREGON }
County of Washington } ss

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records.

No. _____
of said County.

Witness my hand and seal affixed.
ROGER THOMSEN, Director
of Records & Elections
[Signature]
Deputy