

~~DECLARATION~~
~~OF~~
~~PACIFIC VIEW CONDOMINIUM~~

DECLARATION

OF

PACIFIC VIEW CONDOMINIUM

This Declaration of Covenants, Conditions, and Restrictions hereinafter called "Declaration", is made and executed in the City of Gearhart, State of Oregon, this 24th day of July, 1967, by W. C. BAUMAN, RITA F. BAUMAN and HOTEL GEARHART, INC., their successors, grantees and assigns, hereinafter called "Declarant", pursuant to the provisions of the Oregon Unit Ownership Act.

W I T N E S S E T H :

Whereas, Declarant is the owner in fee simple of certain real property located in the vicinity of Marion Avenue, Gearhart, Clatsop County, State of Oregon, and more particularly described as follows:

Beginning at a point which is 463.6 feet North of the S.E. corner of Block 16, Oceanside Addition to Gearhart Park, Clatsop County, Oregon; said point is also on the right of way line of Marion Avenue.

Thence West a distance of 66.0 feet to a point; thence South $42^{\circ} 7'$ West a distance of 46.44 feet to a point; thence West a distance of 149.4 feet to a point which is the east line of that property described in Book 283, page 483, Deed Records of Clatsop County, Oregon.

Thence North along the East line of said property a distance of 234 feet to an iron pipe; thence East a distance of 274.2 feet to an iron pipe which is on the West right of way line of Marion Avenue; thence South along the said right of way line of Marion Avenue a distance of 200 feet to the point of beginning.

Together with the right to the unimpeded view over and across that piece of land owned by the Hotel Gearhart South and West of the above described property situated in the City of Gearhart.

hereinafter referred to as "Property", and

Whereas, Declarant is the owner of a certain condominium resort apartment building consisting of three stories plus parking basement and certain other improvements heretofore constructed or hereafter to be constructed upon the aforesaid premises which property constitutes a "Condominium Project" under the terms of the provisions of the Oregon Unit Ownership Act, Oregon Revised Statutes 91.505 to 91.675 and it is the desire and the intention of the Declarant to divide the project into condominiums and to sell and convey the same to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

Whereas, Declarant desires and intends, by filing this Declaration to submit the above described property and the condominium apartment building, general common elements and other improvements constructed thereon, together with all appurtenances thereto to the provisions of the aforesaid act as a condominium project and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said condominiums and the owners thereof,

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NOW, THEREFORE, the Declarant does hereby publish and declare that all of the property described above is held and shall be held, used, conveyed, hypothecated, encumbered, leased, rented, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums, and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DEFINITIONS

Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor:

(a) "Declarant" shall mean W. C. BAUMAN, RITA F. BAUMAN and HOTEL GEARHART, INC., which have made and executed this Declaration;

(b) "Declaration" shall mean this instrument by which the Pacific View Condominium Project is established as provided for under the Oregon Unit Ownership Act;

(c) "Property" shall mean the entire parcel of real property referred to in this Declaration to be divided into condominiums, including all structures thereon;

(d) "Plans" shall mean the Record of Floor Plans of Pacific View Condominium;

(e) "Unit" shall mean the elements of a condominium which are not owned in common with all Owners and are intended for restricted independent use, consisting of the apartment and deck, as shown on the Plans;

(f) "General Common Elements" shall mean all land and all portions of the property not located within any Unit; and also includes, but not by way of limitation, roofs, foundations, elevator, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, bearing walls, perimeter walls, columns and girders, to the interior surfaces thereof, regardless of location, elevator, stairways, hallways, foyers, lobbies, walkways, gardens, balconies, patios, recreational areas, facilities, pools and all installations of power, lights, gas, hot and cold water and heating existing for common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

(g) "Limited Common Elements" shall mean basement garage space or car port allocated for use of the individual unit bearing the identical number, as shown on the Plans;

(h) "Condominium" shall mean the entire estate in the real property owned by an Owner, consisting of an undivided interest in the General Common Elements and ownership of a separate interest in a Unit and Limited Common Elements;

(i) "Owner" shall mean any person with an ownership interest in a condominium in the project;

(j) "Board of Directors" shall mean the governing body of the Project, elected pursuant to Paragraph 2 (c) hereof;

(k) "Manager" shall mean the manager, board of managers, or other person in charge of all the administration or managing, the property;

- (l) "Mortgage" shall mean a deed of trust as well as a mortgage;
- (m) "Mortgagee" shall mean a beneficiary under a holder of a deed of trust as well as a mortgagee;
- (n) "Record" means to file of record with the office of the County Recorder of Clatsop County, State of Oregon;
- (o) "Condominium Act" shall mean the Unit Ownership Act of Oregon, ORS 91.505 to 91.675;
- (p) "Association" shall mean Pacific View Condominium Association and its successors.

2. ASSOCIATION

The operation of the condominium shall be by an unincorporated association, which shall be organized and shall fulfill its functions pursuant to the following provisions:

- A. NAME - The name of the Association shall be Pacific View Condominium Association.
- B. POWERS - The Association shall have all of the powers and duties set forth in the By-Laws, except as limited by this Declaration and all powers necessary to operate the condominium.
- C. BOARD OF DIRECTORS - The affairs of the Association shall be conducted by a board of five directors who shall be designated and have the authority granted in the manner provided in the By-Laws.
- D. BY-LAWS - The By-Laws of the Association shall be in the form filed with this Declaration.
- E. VOTING - At any meeting of the Owners, each Unit Owner, including Declarant, shall be entitled to cast one vote for each individual unit owned. Any Owner may attend and vote at such meeting in person, or by an agent duly appointed by an instrument in writing signed by the Owner and filed with the Board of Directors or the Manager. Where there is more than one record Owner, any or all of such persons may attend any meeting of the Owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons. Declarant shall be entitled to vote with respect to any condominium owned by Declarant. Upon the death or judicially declared incompetence, the legally appointed representative may vote for the Unit Owner upon receipt by the Board of Managers of actual notice of the death or judicially declared incompetence of such Owner.

In the event that an order of default is recorded by any mortgagee who holds a mortgage which is a first lien on a condominium against the Owner of the condominium covered by the mortgage, then and in that event and until the default is cured, the right of the Owner of such condominium to vote shall be transferred to the mortgagee recording the order of default.

- F. MEETINGS - The presence at any meeting of a majority of the holders of voting rights shall constitute a quorum. In the event that a quorum is not present at any meeting, the holders of voting rights present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the Owners in accordance with the provisions of the By-Laws of the Association; meeting procedure shall be designated in detail by the By-Laws.

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3. PROPERTY IMPROVEMENTS

The primary structure on the premises shall consist of a three floor frame structure complete with a parking garage in the basement; each level will house nine apartments for a total of twenty-seven units.

A. UNITS - Each apartment unit shall consist of 1040 sq. feet of floor space divided into a maximum of two bedrooms, two baths, a kitchen and living room area. Each unit to be numbered and located on the "Plans".

B. LIMITED COMMON ELEMENTS - Each apartment shall be allocated a restricted parking space either in the garage or car port as further described and located on the "Plans".

C. GENERAL COMMON ELEMENTS - The common elements shall include the land, swimming pool, landscaping and all other parts of the Condominium not within the apartment unit, and restricted common elements.

D. APPURTENANCES TO APARTMENTS - The owner of each apartment unit shall own a share consisting of a one twenty-seventh interest in the condominium property which are appurtenant to his apartment including an undivided share in the land and other common elements and a right to vote in the Association.

E. EASEMENTS - Easements are reserved to the Condominium as now exist or as required hereafter through the condominium property as may be required for repair, support and utility services in order to adequately serve the Condominium; provided, however, such easement through an apartment shall be according to the plans and specifications for the building containing the apartment. A further easement will be granted by Declarant Hotel Gearhart, Inc., to third parties owning or occupying Pacific Palisades Condominium and Pacific Terrace Condominium so long as "Pacific View" is used as a condominium, for the use of the swimming pool area, so long as it is used for a swimming pool. In the event the building is destroyed by fire or other casualties, all owners hereby grant an automatic easement for the reconstruction of the building so that no encroachment will exist between owners.

4. COMMON EXPENSES: ASSESSMENTS

Within thirty (30) days prior to the beginning of each calendar year the Board of Directors shall estimate the net charges to be paid during such year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed to the Owners pursuant to the details and schedules set forth in the By-Laws.

5. DEFAULT IN PAYMENT OF ASSESSMENTS

Each assessment for common expenses, monthly and/or special, at the time it is made, shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed, shall be collectible as such, and shall become delinquent one month after assessment. The amount of any such assessment which has become delinquent, plus interest at 7% per annum, costs and reasonable attorney fees, shall become a lien upon such Condominium upon the recording of a notice of claim as provided in ORS 91.580 of the Unit Ownership Act and as the By-Laws further provide in detail.

Any suit to recover a personal money judgment for delinquent assessments shall be maintainable without foreclosing or waiving the lien securing the same.

6. MORTGAGE PROTECTION

Notwithstanding all other provisions hereof;

(a) The liens created hereunder upon any condominium shall be subject to and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage or deed of trust (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Paragraph 5 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein;

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

7. DELEGATION TO MANAGER

The Board of Directors may delegate any of its managerial duties, powers or functions, to any person or firm, to act as Manager of the project, provided that any such delegation shall be revocable upon notice by the Board of Directors. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board of Directors. In the absence of any appointment, the Chairman of the Board of Directors shall act as Manager.

8. EXCLUSIVE OWNERSHIP AND POSSESSION BY OWNER

Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner shall be entitled to an undivided one twenty-seventh interest in the General Common Elements. The undivided interest of each Owner in the General Common Elements shall have a permanent character and shall not be altered without the consent of all owners expressed in an amended declaration duly recorded. The percentage of the undivided interest in the General Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the General Common Elements in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

An Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors bounding his Unit, nor shall the Owner be deemed to own the utilities running through his Unit which are utilized for, or serve more than one Unit, except as a tenant in common with the other Owners. An Owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows and doors bounding his Unit.

9. OWNER'S OBLIGATION TO REPAIR

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Each Owner shall at the Owner's expense keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition to decorating and keeping the interior of the Unit in good repair, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, fans, heaters, heating equipment, lighting fixtures, refrigerators, dishwashers, disposals or ranges that may be in, or connected with the Unit.

The Owner shall also, at the Owner's own expense, keep the garage stall or patio and storage area which have been assigned to his Unit in a clean and sanitary condition. The Board of Directors and Manager shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in the patio, storage area, garage stall or Unit.

10. PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER

The Owner shall not, without first obtaining written consent of the Board of Directors, make or permit to be made any structural alteration, improvement, subdivision, or addition in or to his Unit or in or to the exterior of the buildings or other General Common Elements. The Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or safety of the property or impair any easement or hereditament without the written consent of all owners. The Owner shall not paint or decorate any portion of the exterior of the buildings or other General Common Elements or any portion of any balcony, patio, or storage area, without first obtaining written consent of the Board of Directors.

11. LIMITATION ON SALE AND USE OF UNITS AND COMMON ELEMENTS

The Units and Common Area shall be occupied and used as follows:

- (a) Used as a commercial hostelry and family resort facility;
- (b) There shall be no obstruction of the General Common Elements. Except in the case of designated storage areas, nothing shall be stored in the Common Area without prior consent of the Board of Directors;
- (c) Nothing shall be done or kept in any Unit or in the General Common Elements which will increase the rate of insurance on the General Common Elements, without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in his Unit or in the General Common Elements which will result in the cancellation of insurance on any unit or any part of the General Common Elements, or which would be in violation of any law. No waste will be committed in the Common Area;
- (d) No sign of any kind shall be displayed to the public view on or from any Unit or the General Common Elements without the prior consent of the Board of Directors;
- (e) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the General Common Elements, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board of Directors;
- (f) No noxious or offensive activity shall be carried on in any Unit or the General Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners;

(g) Nothing shall be altered or constructed in or removed from the General Common Elements, except upon the written consent of the Board of Directors;

(h) There shall be no violation of rules for the use of the General Common Elements adopted by the Board of Directors and furnished in writing to the Owners, and the Board of Directors is authorized to adopt such rules;

(i) None of the rights and obligations of the Owners created herein shall be altered in any way by encroachments due to settlement or shifting or rebuilding of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment occur due to the willful conduct of said Owner or Owners.

(j) Limited Common Elements shall not be sold without the sale of the corresponding unit.

Upon resale of a Unit by an Owner, his agent or mortgagee, the Association is hereby given a prior right to match any bona fide offer of purchase or to supply another purchaser who will meet the terms agreed to by the Unit Owners prospect. Said right of first refusal to be exercised within thirty (30) days upon receipt of notification. Units owned by Declarant are specifically exempted from the above-mentioned right of first refusal.

12. ENTRY FOR REPAIRS

The Board of Directors or its agent may enter any Unit when necessary in connection with any maintenance, landscaping or construction for which the Board of Directors is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board of Directors out of the common expense fund.

13. LIMITATION OF BOARD OF DIRECTORS LIABILITY

The Board of Directors shall not be liable for any failure of any service to be obtained and paid for by the Board of Directors or for injury or damage to person or property caused by the elements or by another Owner or person in the project or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Board of Directors; no diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the General Common Elements or from any action taken to comply with the law, ordinance or orders of a governmental authority.

14. INDEMNIFICATION OF BOARD OF DIRECTORS MEMBERS

Each member of the Board of Directors shall be indemnified by the Owners against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Directors, or any settlement thereof, whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Board of Directors.

15. SERVICE OF PROCESS

Mr. John Osburn of Hotel Gearhart, Gearhart, Oregon, shall be the person designated to receive service of process for the condominium.

16. NO PARTITION

There shall be no judicial partition of the project or any part thereof, nor shall Declarant, Owner or any person acquiring any interest in the project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 18 hereof in the case of damage or destruction or unless the property has been removed from the provisions of the Unit Ownership Act.

17. INSURANCE

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided hereinabove, 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 use which insurance shall be governed by the following provisions.

(a) All policies shall be written with a company licensed to do business in the State of Oregon and holding a rating of "AAA" or better by Best's Insurance Reports;

(b) Exclusive authority to adjust losses under policies hereafter in force on the project shall be vested in the Board of Directors or its authorized representative;

(c) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder, be brought into contribution with insurance purchased by individual owners or their mortgagees;

(d) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, in behalf of all of the Owners, may realize under any insurance policy which the Board of Directors may have in force on the project at any particular time;

(e) Each Owner shall be required to notify the Board of Directors of all improvements made by the Owner of his Unit, the value of which is in excess of One Thousand Dollars (\$1,000.00);

(f) Any Owner who obtains individual insurance policies covering any portion of the project other than personal property belonging to such Owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after purchase of such insurance;

(g) The Board of Directors shall be required to make every effort to secure insurance policies that will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Manager, the Owners and their respective servants, agents, and guests;

(2) 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;

(3) 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 Manager without a prior demand in writing that the Board of Directors or Manager cure the defect;

(4) That any "No other insurance" clause in the master policy exclude individual owners' policies from consideration;

(h) The annual insurance review shall include an appraisal of the improvements in the project by a representative of the insurance carrier writing the master policy.

18. DAMAGE AND DESTRUCTION

In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the building, shall be applied to such reconstruction. Reconstruction of the Building, as used in this paragraph, means restoring the building to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each Unit and the General Common Elements having substantially the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Manager or Board of Directors.

If the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be promptly repaired and restored by the Manager or Board of Directors, using proceeds of the insurance, if any, on the building for that purpose, and the Unit Owners shall be liable for assessment for any deficiency. However, if three-fourths or more of the building is destroyed or substantially damaged and if the Owners, by a vote of at least three-fourths of the voting power, 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;

(1) the property shall be deemed to be owned in common by the Owners;

(2) the undivided interest in the property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in General Common Elements;

(3) any liens affecting any of the condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the property; and

(4) the property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the General Common Element, after first paying out of the respective shares of the Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each Owner.

Notwithstanding all other provisions hereof, the owners may, by an affirmative vote at least of 90% of the voting power, at a meeting of the Unit Owners duly called for such purpose, elect to sell or otherwise dispose of the property.

19. PERSONAL PROPERTY

The Board of Directors or Manager may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interest in the General Common Element and shall not be transferrable except with a transfer of a condominium. A transfer of a condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property.

Within 30 days following the completion of construction of the project, the Declarant shall execute and deliver a bill of sale to the Board of Directors in behalf of all the Owners, transferring all items of personal property located on the project and furnished by the Declarant, which property is intended for the common use and enjoyment of the Owners.

20. INTERPRETATION

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision of any other provision hereof.

21. AMENDMENT

Except as otherwise provided herein, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by record Owners holding seventy-five (75%) per cent of the total vote hereunder, which amendment shall be effective upon recordation in the Office of the Recorder of Clatsop County, State of Oregon.

22. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

23. EFFECTIVE DATE AND PROVISIONS PERTAINING TO DECLARANT

This Declaration shall take effect upon recording.

Notwithstanding any other provisions herein contained, for so long as the Declarant continues to own any of the Units, the following provisions shall be in full force and effect, none of which shall be construed so as to relieve Declarant from any obligations of a Unit Owner to pay assessments as to each Unit owned by it, in accordance with condominium documents.

(1) The Declarant reserves the unrestricted right to sell, assign, mortgage or lease any units, which it continues to own after recording of the condominium Declaration and to post signs on the condominium property.

(2) For so long as Declarant owns two Units or more, but not later than April, 1968, two members of the Board of Directors shall be designated by the Declarant and such members need not be Unit Owners in the building.

IN WITNESS WHEREOF, the undersigned has executed this instrument
this 29th day of July, 1967.

DECLARANT BY

W. C. BAUMAN

RITA F. BAUMAN

By: [Signature]
HOTEL GEARHART, INC.

After Recording, Deliver To:

HANSEN, LEKAS & DICEY
Attorneys at Law
Tenth Floor International Building
812 S.W. Washington Street
Portland, Oregon 97205

STATE OF OREGON }
County of } ss.

On this 29th day of July, 1967, personally appeared the
within named W. C. BAUMAN and RITA F. BAUMAN, husband and wife, who
are known to me to be the identical individuals described in and who
executed the within instrument, and acknowledged to me that they
executed the same freely and voluntarily.

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

NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/1/1968

STATE OF OREGON }
County of } ss.

On this 29th day of July, 1967, before me appeared MARSHALL
LEATHERS and JOHN OSBURN, both to me personally known, who being
duly sworn, did say that he, the said MARSHALL LEATHERS is the
President and he, the said JOHN OSBURN, is the Secretary of HOTEL
GEARHART, INC., the within named Corporation, and that the seal
affixed to said instrument is the corporate seal of said Corporation,
and that the said instrument was signed and sealed in behalf of said
Corporation by authority of its Board of Directors, and MARSHALL
LEATHERS and JOHN OSBURN acknowledged said instrument to be the free
act and deed of said Corporation.

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

NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/1/1968