

DECLARATION OF UNIT OWNERSHIP
OF
TREEHILL PARK CONDOMINIUMS

1.0 Declaration of Submission.

THIS DECLARATION of submission to Unit Ownership and related details, hereinafter called "Declaration", is executed and acknowledged pursuant to the Oregon Unit Ownership Law, ORS 91.500 to 91.671 and 91.990, this 31st day of October, 1978, by Nu-West Pacific, Inc., a Washington corporation qualified to do business in Oregon, hereinafter called "Declarant."

1.1 Declarant does hereby publish and declare that subject to the terms hereof the portion described as "Phase I Property" of the Total Property hereinafter, in Section 2.0, described, is held and shall be held, used, conveyed, hypothecated, encumbered, leased, rented, occupied, and improved subject to the covenants, conditions and restrictions, uses, limitations, and obligations defined or provided in this Declaration, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division thereof into condominium units, and shall be a burden and benefit to Declarant, its successors and assigns, and any subsequent owners acquiring or owning an interest in the Property, including improvements thereof, their grantees, successors, heirs, personal representative, devisees and assigns.

1.2 Declarant does also declare its intent, subject to the terms hereof to submit at a future time all, or portions of the remainder of the Total Property, hereinafter described as Phases II and III Properties, to the Oregon Unit Ownership Law, as contemplated by ORS 91.518.

2.0 Description of the Property.

The land and the buildings, improvements and structures thereon, together with all easements, rights and appurtenances thereof, all hereinafter called "Total Property", including Phase I which is by this Declaration submitted to the provisions of the Unit Ownership Law and including also Phases II and III Properties regarding which Declarant does by this Declaration record its intent at a future time possibly to submit to the Unit Ownership Law, is described as follows:

2.1 The following-described property in the City of Wood Village, County of Multnomah, and State of Oregon:

A tract of land situated in the northeast quarter of Section 34, Township I North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, being more particularly described as follows, to-wit:

Beginning at the northeast corner of Section 34, Township I North, Range 3 East, Willamette Meridian, Multnomah County, Oregon; thence along the east line of said Section 34, South $00^{\circ}20'50''$ East, a distance of 916.99 feet to a point on the right of way of N.E. 238th Drive; thence leaving said Section line and along said right of way line on a 676.67-foot radius curve to the left through a central angle of $14^{\circ}07'11''$ (chord bears north $60^{\circ}47'05''$ West, a distance of 166.33 feet), a distance of 166.76 feet; thence leaving said right of way line, East, a distance of 4.67 feet; thence North, a distance of 50.00 feet; thence West, a distance of 50.00 feet; thence South, a distance of 33.02 feet to a point on the right of way line of N.E. 238th Drive; thence along said right of way line, North $70^{\circ}03'40''$ West, a distance of 29.39 feet; thence on a 560.87-foot radius curve to the left through a central angle of $21^{\circ}30'08''$ (chord bears North $80^{\circ}50'42''$ West, a distance of 209.25 feet), a distance of 210.49 feet; thence leaving said right of way line, North $6^{\circ}20'20''$ East, a distance of 17.06 feet; thence South $87^{\circ}16'35''$ West, a distance of 408.94 feet to a point on the right of way line of N.E. 238th Drive; thence along said right of way line on a 437.46-foot radius curve to the right through a central angle of $68^{\circ}24'20''$ (chord bears North $41^{\circ}01'01''$ West, a distance of 491.81 feet), a distance of 522.28 feet; thence on a non-tangent line from the above described curve, North $1^{\circ}51'24''$ East, a distance of 400.48 feet to a point on the north line of said Section 34; thence along said Section line North $89^{\circ}40'00''$ East, a distance of 1,135.58 feet to the point of beginning; EXCEPTING THEREFROM the following-described parcels and easement:

- 2.1.1 A tract of land in the Northeast quarter of Section 34, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, herein referred to as the "Day Care Tract", described as follows:

Beginning at the Northeast corner of Section 34; thence South 89°40'00" West along the North line of said Section, 876.01 feet; thence South, 135.90 feet to the True Point of Beginning; thence South, 99.00 feet; thence West, 56.00 feet; thence South 72° 00' 33" West, 101.99 feet; thence North 32° 10' 16" West, 36.62 feet; thence North, 99.50 feet; thence East, 172.50 feet to the True Point of Beginning, TOGETHER ALSO with a non-exclusive easement over any and all roads, parking areas and ways located on the Total Property and servicing or arranged to provide ingress or egress to or from the Day Care Tract and the facilities thereon which easement shall continue for so long as the Day Care Tract is used for purposes of maintaining thereon a day care center, for the benefit of Declarant and its successors in interest in the Day Care Tract and all of the agents, guests, licensees or invitees of Declarant or its successors in interest, which easement, which is reserved by Declarant, shall not be personal to Declarant but shall be appurtenant to, and shall run with, the Day Care Tract.

- 2.1.2 Any portions in roads, excepting Treehill Drive, Aldercrest Circle and Poplar Court, which are included in Phase I.

- 2.1.3 A non-exclusive, perpetual easement and right of way, hereby reserved, over all roads and ways in Phase I for use of Declarant, its successors in interest, and all who may at any time in the future own property in, or reside in Phase II Property or Phase III Property, and all of the agents, guests, licensees, or invitees of any thereof to supply access and egress to and from Phases II and III Properties, and all parts of each, which easement and right-of-way shall not be limited to any particular person or persons but shall run with the land in Phase II Property and Phase III Property though those properties may never be submitted to the Oregon Unit Ownership Law, and shall be a part of the general common elements of those Phases if, and after, those Phases are submitted to the Oregon Unit Ownership Law.

2.2 That portion of the Total Property which is Phase I Property is described as follows:

A tract of land situated in the northeast quarter of Section 34, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, being more particularly described as follows, to-wit:

Beginning at a point on the north line of Section 34, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, said point bears South 89°40'00" West, a distance of 518.00 feet from the northeast corner of said Section 34; thence leaving said section line, South 6°27'15" West, a distance of 137.76 feet; thence South 40°08'35" West, a distance of 103.35 feet; thence South 0°04'47" East, a distance of 26.03 feet; thence South 69°39'48" East, a distance of 47.45 feet; thence South 19°19'03" West, a distance of 147.86 feet; thence South 8°52'59" East, a distance of 92.05 feet; thence on a 373.27-foot radius curve to the left through a central angle of 16°28'51" (chord bears North 76°49'37" East, a distance of 107.00 feet), a distance of 107.37 feet; thence South 21°24'51" East, a distance of 168.84 feet; thence on a 319.00-foot radius curve to the right through a central angle of 18°31'49" (chord bears South 74°09'51" West, a distance of 102.72 feet), a distance of 103.17 feet; thence South, a distance of 110.83 feet; thence South 87°16'35" West, a distance of 302.84 feet to a point on the right of way line of N.E. 238th Drive; thence along said right of way line on a 437.46-foot radius curve to the right through a central angle of 68°24'20" (chord bears North 41°01'01" West, a distance of 491.81 feet), a distance of 522.28 feet; thence on a non-tangent line from the above described curve, North 1°51'24" East, a distance of 400.48 feet to a point on the north line of said Section 34; thence along said section line, North 89°40'00" East, a distance of 617.58 feet to the Point of Beginning; EXCEPTING THEREFROM the following described parcels and easement:

2.2.1 A tract of land in the northeast quarter of Section 34, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, herein referred to as the "Day Care Tract", described as follows:

Beginning at the northeast corner of Section 34; Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon; thence along the north line of said Section 34, South 89°49'00" West, a distance of 876.01 feet; thence leaving said Section line, South, a distance of 135.90 feet to the True Point of Beginning of the herein described tract; thence South, a distance of 99.00 feet; thence West, a distance of 56.00 feet; thence South 72°00'33" West, a distance of 101.99 feet; thence North 32°10'16" West, a distance of 36.62 feet; thence North, a distance of 99.50 feet; thence East, a distance of 172.50 feet to the True Point of Beginning, TOGETHER ALSO with a non-exclusive easement over any and all roads, parking areas and ways located on the Total Property and servicing or arranged to provide ingress or egress to or from the Day Care Tract and the facilities thereon which easement shall continue for so long as the Day Care Tract is used for purposes of maintaining thereon a day care center, for the benefit of Declarant and its successors in interest in the Day Care Tract and all of the agents, guests, licensees or invitees of Declarant or its successors in interest, which

easement, which is reserved by Declarant, shall not be personal to Declarant but shall be appurtenant to, and shall run with, the Day Care Tract.

2.2.2 Any portions in roads, excepting Treehill Drive, Aldercrest Circle and Poplar Court, which are included in Phase I.

2.2.3 A non-exclusive, perpetual easement and right of way, hereby reserved, over all roads and ways in Phase I for use of Declarant, its successors in interest, and all who may at any time in the future own property in, or reside in Phase II Property or Phase III Property, and all of the agents, guests, licensees, or invitees of any thereof to supply access and egress to and from Phases II and III Properties, and all parts of each, which easement and right-of-way shall not be limited to any particular person or persons but shall run with the land in Phase II Property and Phase III Property and shall be a part of the general common elements of those Phases if, and after, those Phases are submitted to the Oregon Unit Ownership Law.

2.3 That portion of the Total Property which is Phase II Property is described as follows:

A tract of land situated in the northeast quarter of Section 34, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, being more particularly described as follows, to-wit:

Beginning at a point on the east line of Section 34, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, said point bears South $00^{\circ}20'50''$ East, a distance of 409.87 feet from the northeast corner of said Section 34; thence along said east line, South $00^{\circ}20'50''$ East, a distance of 507.12 feet to a point on the right-of-way line of N.E. 238th Drive; thence leaving said Section line and along said right-of-way line on a 676.67-foot radius curve to the left through a central angle of $14^{\circ}07'11''$ (chord bears North $60^{\circ}47'05''$ West, a distance of 166.33 feet), a distance of 166.76 feet; thence leaving said right-of-way line, East, a distance of 4.67 feet; thence North, a distance of 50.00 feet; thence West, a distance of 50.00 feet; thence South, a distance of 33.02 feet to a point on the right-of-way line of N.E. 238th Drive; thence along said right-of-way line on a 560.87-foot radius curve to the left through a central angle of $21^{\circ}30'08''$ (chord bears North $80^{\circ}50'42''$ West, a distance of 209.25 feet), a distance of 210.49 feet; thence leaving said right-of-way line, North $6^{\circ}20'20''$ East, a distance of 17.06 feet; thence South $87^{\circ}16'35''$ West, a distance of 106.10 feet; thence North, a distance of 110.83 feet; thence on a 319.00-foot radius curve to the left through a central angle of $18^{\circ}31'49''$ (chord bears North $74^{\circ}09'51''$ East, a distance of 102.72 feet), a distance of 103.17 feet; thence North $21^{\circ}24'51''$ West, a distance of 168.84 feet; thence on a 373.27-foot radius curve to the right

through a central angle of 16°28'51" (chord bears South 76°49'37" West, a distance of 107.00 feet), a distance of 107.37 feet; thence North 8°52'59" West, a distance of 92.05 feet; thence North 68°20'17" East, a distance of 141.54 feet; thence North 89°59'18" East, a distance of 159.89 feet; thence South 41°37'59" East, a distance of 63.23 feet; thence South 8°23'34" East, a distance of 96.01 feet; thence North 49°29'56" East, a distance of 180.20 feet; thence South 73°37'58" East, a distance of 127.67 feet to the Point of Beginning; together also with the easement described in Section 2.1.3.

2.4 That portion of the Total Property which is Phase III Property is described as follows:

A tract of land situated in the northeast quarter of Section 34, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, being more particularly described as follows, to-wit:

Beginning at the northeast corner of Section 34, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon; thence along the east line of said Section 34, South 00°20'50" East, a distance of 409.87 feet; thence leaving said Section line, North 73°37'58" West, a distance of 127.67 feet; thence South 49°29'56" West, a distance of 180.20 feet; thence North 8°23'34" West, a distance of 96.01 feet; thence North 41°37'59" West, a distance of 63.23 feet; thence South 89°59'18" West, a distance of 159.89 feet; thence South 68°20'17" West, a distance of 141.54 feet; thence North 19°19'03" East, a distance of 147.86 feet; thence North 69°39'48" West, a distance of 47.45 feet; thence North 00°04'47" West, a distance of 26.03 feet; thence North 40°08'35" East, a distance of 103.35 feet; thence North 6°27'15" East, a distance of 137.76 feet to a point on the north line of said Section 34; thence along said Section line, North 89°40'00" East, a distance of 518.00 feet to the Point of Beginning; together also with the easement described in Section 2.1.3.

2.5 Phase II and Phase III Property comprise the Total Property excepting Phase I Property.

2.6 Pursuant to ORS 91.515, Declarant herewith files for recording with the County Clerk recording office of Multnomah County, Oregon, a certain instrument entitled "Floor Plans and Plat of Treehill Park Condominiums hereinafter referred to as "Plans".

3.0 Definitions.

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

3.1 "Unit Owners Association" means the Treehill Park Unit Owners Association.

3.2 "Building" means a multiple-unit building or single-unit buildings, or any combination thereof, comprising a part of the property.

3.3 "Bylaws" means the bylaws adopted by the Unit Owners Association, including any adopted amendments thereto.

3.4 "Common Elements" means the general common elements and the limited common elements:

3.5 "Common Expenses" means:

3.5.1 expenses of administration, maintenance, repair, or replacement of the common elements;

3.5.2 expenses of securing and maintaining insurance and other common services and benefits as contemplated by this Declaration;

3.5.3 expenses declared common by subsection (1) of ORS 91.551 and subsection (2) of ORS 91.554, or by this Declaration or the bylaws;

3.5.4 expenses agreed upon as common by all the unit owners.

3.6 "Declarant" means Nu-West Pacific, Inc., a Washington corporation, which has made and executed this Declaration.

3.7 "General common elements", unless otherwise provided in this Declaration or by consent of all the unit owners, means the property except any portion thereof included in a unit or made a limited common element by this Declaration and includes, but not by way of limitation, the following:

3.7.1 the foundation, slabs, crawl space under buildings, columns, girders, beams, purlins, supports, undecorated and/or

General Common

unfinished perimeter walls, floors and ceilings surrounding the respective Units, roofs, halls, corridors, lobbies, stairways, bridges to upper Units, fire escapes, overhangs, entrances and exits of a building (excepting those to or from a Unit), pipes, wires, conduits, ducts, and/or all utility facilities external to the Units. Exterior stairways and bridges, if any, which afford access from grade level to any Unit.

3.7.2 the basements yards, fences, and privacy barriers, gardens, walkways, landscaping, parking areas (excluding garages or those carports which are assigned limited common elements), outdoor lighting facilities, recreation building and adjacent swimming pool, garbage drop areas located near Units T384I, T3927, T3906, P39II, A40II, T403I and A3955, SUBJECT, HOWEVER, to the portions of the foregoing reserved by the terms of this declaration as limited common elements;

3.7.3 installation external to the Units of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, waste disposal and incinerating to the extent any of the foregoing exist;

3.7.4 the tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations to the extent any exist for common use;

3.7.5 all other existing elements of a building necessary or convenient to its existence, maintenance and safety, or normally in common use;

3.7.6 all roads and roadways and vehicular and pedestrian entry ways designated on the Plans and not identified as otherwise reserved

or owned; subject, however, to the non-exclusive easements reserved for the use of the Declarant and others in relation to the Day Care Tract (see Section 2.1.3) and in relation to Phases II and III (see Section 2.1.5).

3.8 "Limited common elements" means those common elements designated in this Declaration or by agreement of all the Unit Owners, as reserved for the use of a certain Unit or number of Units, to the exclusion of the other Units.

3.9 "Majority" or "Majority of the Unit Owners", unless otherwise provided in the Declaration, means the owners of more than fifty (50) per cent in the aggregate of the undivided ownership interests in the General common elements as the percentage of interest in such elements appertaining to each Unit is expressed in this Declaration. Whenever a percentage of the Unit Owners is specified, percentage means such percentage in the aggregate of such undivided ownership. The prorated interest assigned to Units in Phase I are subject to adjustment if Phase II or Phase III are ultimately developed, all as is more particularly discussed in Section 4.0 of this Declaration.

3.10 "Manager" means the manager, board of managers or other person in charge of the administration of or managing, the property.

3.11 "Recording Officer" means the County Clerk of Multnomah County, Oregon.

3.12 "Unit" means a separately designated and legally described freehold estate in a part of a building on the property, intended for independent use and not owned in common with the Owners of any other Units in Treehill Park Condominiums, and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.

4/20/04
8.5.02

7.21
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e.21

Each Unit is the space contained within and bounded by the undecorated interior surfaces of its perimeter walls, fireplace (if any), walls surrounding fireplace flues (if any), bearing walls, floors, ceilings, windows and window frames (including, but not limited to, any greenhouse windows installed by or for any unit as an optional extension thereof), doors and door frames, and trim, and the several Units are designated on floor plans attached hereto and by this reference made a part hereof.

3.13 "Unit Designation" means the number, letter or combination thereof designating a Unit in the Declaration.

3.14 "Unit Owner" means the person or combination of persons, firm or corporation owning the title to or purchasing under a valid and effective contract of sale, a Unit in Trehill Park Condominiums, but excluding those having such interest merely as security for the performance of an obligation.

4.0 Name of Property and Description of Units.

4.1 The name by which the property and units collectively shall be known is Trehill Park Condominiums.

4.2 In Phase I there are 25 buildings, designated by numbers hereinafter indicated in Column "A" and, respectively, containing the 108 Units hereinafter indicated in Column "B".

Unless and until, a declaration is filed by Declarant, or its successor in interest, submitting Phase II to the Oregon Unit Ownership Law, the respective Units in Phase I, hereinafter designated in Column "A", shall include that percentage of undivided interest in the common elements of Phase I which is designated above in column "D".

If Phase II is hereafter submitted to the Oregon Unit Ownership Law, Phase II will be comprised of a maximum of 75 Units with a maximum aggregate

of 75,000 square feet of Unit floor area, exclusive of common elements, and unless, and until, a declaration is filed by Declarant, or its successor in interest, submitting Phase III to the Oregon Unit Ownership Law, the respective Units in Phase I shall include not less than that percentage of undivided interest in the common elements of Phases I and II which is hereinafter designated in column "E".

If Phase III is hereafter submitted to the Oregon Unit Ownership Law, Phase III will be comprised of a maximum of 75 Units with a maximum aggregate of 75,000 square feet of unit floor area, exclusive of common elements, and the respective Units in Phase I shall thereafter include not less than that percentage of undivided interest in the common elements of Phases I, II and III which is hereinafter designated in column "F".

The precise percentage of undivided ownership of Common Elements, upon submission of Phases II or II and III, shall be fixed as contemplated by ORS 91.563, in such percentages as the value of the respective units bear to the then combined value of all of the units having an interest in the common elements.

The date after which any option to develop Phases II or III or annex additional property will expire is December 31, 1988. The order of the proposed stages of development may be changed without the necessity of complying with the formal amendment requirements of ORS 91.521.

Declarant proposes to annex to Phase I some trees and landscaping, and Phases II and III will have roads, lighting and other common elements similar to Phase I, except there will be no additional recreation building or swimming pool. Declarant does not propose to annex any additional common elements which might substantially increase the proportionate amount of common expenses payable by existing unit owners.

"A"

"B"

"C"

"D"

"E"

"F"

Phase I

Percentage of Ownership of Common Elements

Building Number	Postal Address	Floor Plan	Phase I	Phases I and II (Minimum)	Phases I, II and III (Minimum)
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1. Treehill Drive

23801		T3801	D	.0100	.0050	.0034
23803		T3803	A	.0083	.00415	.0028
23805		T3805	A	.0083	.00415	.0028

2. Treehill Drive

23804		T3804	A	.0083	.00415	.0028
23806		T3806	A	.0083	.00415	.0028
23808		T3808	D	.0100	.0050	.0034
23810		T3810	D	.0100	.0050	.0034

3. Treehill Drive

23841		T3841	F	.0083	.00415	.0028
23843		T3843	F	.0083	.00415	.0028
23845		T3845	F	.0083	.00415	.0028
23847		T3847	F	.0083	.00415	.0028

4. Treehill Drive

23862	T3862	B	.0091	.00455	.003
23864	T3864	B	.0091	.00455	.003
5. Treehill Drive					
23882	T3882	F	.0083	.00415	.0028
23884	T3884	G	.0108	.0054	.0037
23886	T3886	G	.0108	.0054	.0037
23888	T3888	F	.0083	.00415	.0028
6. Treehill Drive					
23902	T3902	B	.0091	.00455	.003
23904	T3904	B	.0091	.00455	.003
23906	T3906	B	.0091	.00455	.003
23908	T3908	B	.0091	.00455	.003
7. Treehill Drive					
23922	T3922	B	.0091	.00455	.003
23924	T3924	B	.0091	.00455	.003
23926	T3926	B	.0091	.00455	.003
23928	T3928	B	.0091	.00455	.003

"A"	"B"	"C"	"D"	"E"		
Phase I		Percentage of Ownership of Common Elements				
Building Number	Postal Address	Floor Plan	Phase I	Phases I and II (Minimum)	Phases I, II and III (Minimum)	
8.	Treehill Drive					
	23942	T3942	B	.0091	.00455	.003
	23944	T3944	B	.0091	.00455	.003
	23946	T3946	B	.0091	.00455	.003
	23948	T3948	B	.0091	.00455	.003
9.	Treehill Drive					
	24002	T4002	B	.0091	.00455	.003
	24004	T4004	B	.0091	.00455	.003
	24006	T4006	B	.0091	.00455	.003
	24008	T4008	B	.0091	.00455	.003
	24010	T4010	B	.0091	.00455	.003
	24012	T4012	B	.0091	.00455	.003
21.	Aldercrest Circle					
	24034	A4034	C-D	.0083	.00415	.0027
	24036	A4036	C-D	.0083	.00415	.0027
	Treehill Drive					
	24031	T4031	C-U	.0083	.00415	.0027
	24033	T4033	C-U	.0083	.00415	.0027
22.	Aldercrest Circle					
	24014	A4011	C-D	.0083	.00415	.0027
	24016	A4016	C-D	.0083	.00415	.0027
	Treehill Drive					
	24011	T4011	C-U	.0083	.00415	.0027
	24013	T4013	C-U	.0083	.00415	.0027
23.	Aldercrest Circle					
	23952	A3952	B	.0091	.00455	.003
	23954	A3954	B	.0091	.00455	.003
26.	Aldercrest Circle					
	23951	A3951	H	.0116	.0058	.0040
	23953	A3953	F	.0083	.00415	.0028
	23955	A3955	G	.0108	.0054	.0037

"A"	"B"	"C"	"D"	"E"	"F"	
Phase I		Percentage of Ownership of Common Elements				
Building Number	Postal Address	Floor Plan	Phase I	Phases I and II (Minimum)	Phases I, II and III (Minimum)	
27.	Treehill Drive					
	23921	T3921	H	.0116	.0058	.0040
	23923	T3923	F	.0083	.00415	.0028
	23925	T3925	F	.0083	.00415	.0028
	23927	T3927	F	.0083	.00415	.0028
	23929	T3929	F	.0083	.00415	.0028
	23931	T3931	F	.0083	.00415	.0028
	23933	T3933	H	.0116	.0058	.0040
28.	Treehill Drive					
	23901	T3901	G	.0108	.0054	.0037
	23903	T3903	G	.0108	.0054	.0037
29.	Treehill Drive					
	23822	T3822	A	.0083	.00415	.0028
	23824	T3824	D	.0100	.005	.0034
	23826	T3826	D	.0100	.005	.0034
	23828	T3828	A	.0083	.00415	.0028
	23830	T3830	A	.0083	.00415	.0028
30.	Treehill Drive					
	23842	T3842	A	.0083	.00415	.0028
	23844	T3844	D	.0100	.005	.0034
	23846	T3846	D	.0100	.005	.0034
	23848	T3848	A	.0083	.00415	.0028
	23850	T3850	D	.0100	.005	.0034
	23852	T3852	D	.0100	.005	.0034
31.	Treehill Drive					
	23821	T3821	A	.0083	.00415	.0028
	23823	T3823	A	.0083	.00415	.0028
	23825	T3825	D	.0100	.005	.0034
	23827	T3827	D	.0100	.005	.0034
	23829	T3829	A	.0083	.00415	.0028
	23831	T3831	A	.0083	.00415	.0028
32.	Treehill Drive					
	23962	T3962	D	.0100	.005	.0034
	23964	T3964	A	.0083	.00415	.0028
	23966	T3966	D	.0100	.005	.0034
	23968	T3968	D	.0100	.005	.0034
	23970	T3970	D	.0100	.005	.0034
	23972	T3972	A	.0083	.00415	.0028

"A"	"B"	"C"	"D"	"E"	"F"
Building Number	Postal Address	Floor Plan	Phase I	Phases I and II (Minimum)	Phases I, II and III (Minimum)
33. Treehill Drive					
23982	T3982	D	.0100	.005	.0034
23984	T3984	D	.0100	.005	.0034
23986	T3986	A(1)	.0083	.00415	.0028
23988	T3988	D	.0100	.005	.0034
23990	T3990	D	.0100	.005	.0034
34. Poplar Court					
23941	P3941	D	.0100	.005	.0034
23943	P3943	D	.0100	.005	.0034
23945	P3945	A	.0083	.00415	.0028
23947	P3947	D	.0100	.005	.0034
23949	P3949	D	.0100	.005	.0034
23951	P3951	D	.0100	.005	.0034
23953	P3953	E	.0108	.0054	.0037
35. Poplar Court					
23911	P3911	A	.0083	.00415	.0028
23913	P3913	D	.0100	.005	.0034
23915	P3915	D	.0100	.005	.0034
23917	P3917	A	.0083	.00415	.0028
23919	P3919	E	.0108	.0054	.0037
36. Poplar Court					
23912	P3912	D	.0100	.005	.0034
23914	P3914	D	.0100	.005	.0034
37. Poplar Court					
23932	P3932	E	.0108	.0054	.0037
23934	P3934	D	.0100	.005	.0034
23936	P3936	D	.0100	.005	.0034
23938	P3938	A	.0083	.00415	.0028
23940	P3940	D	.0100	.005	.0034
38. Poplar Court					
23952	P3952	A	.0083	.00415	.0028
23954	P3954	D	.0100	.005	.0034
23956	P3956	D	.0100	.005	.0034
23958	P3958	A	.0083	.00415	.0028
			1.0000		

4.3 The floor plan designations respecting the several units as indicated in Section 4.2 described those certain nine typical floor plans of the units, which are identified as floor plans "A", "B", "C-D", "C-U", "D", "E", "F", "G", and "H".

4.3.1 Each of the 22 "A" floor plan unit is on two living levels, and each contains two bedrooms, 21 of the "A" floor plan units have one bathroom, living room, dining alcove, kitchen, and closets, and has a total area of approximately 895 square feet, being 439 square feet on the lower floor and 456 square feet on the upper floor. Each "A" floor plan unit has a covered carport, storage facility, a deck, and a courtyard assigned as a limited common element, as designated on the Plans. Exhibit "A" attached is the typical "A" unit floor plan. "A" unit, located at 23986 Treehill Drive, is one of a kind, similar in all respects to the typical "A" unit, except that it has one and one-half baths.

4.3.2 Each of the 22 "B" floor plan unit is on three living levels, and each contains two bedrooms, one and one-half bathrooms, living room with a built-in fireplace, dining alcove, kitchen, closets, garage and laundry area, and has a total area of approximately 1294 square feet, being 452 square feet on the main floor, 444 square feet on the upper floor and 398 square feet in the basement garage area. Each "B" floor plan unit has an adjacent deck assigned as a limited common element as designated on the Plans. Exhibit "B" attached is the typical "B" unit floor plan.

4.3.3 Each "C" floor plan unit is on one living level, and each of the 4 "C-D" unit and each of the 4 "C-U" unit contains two bedrooms, one bathroom, living room, dining alcove, kitchen, and closets. Each

"C-U" unit is situated above a "C-D" unit. Each "C-U" and "C-D" floor plan unit has a covered carport, a deck, and storage facility assigned as a limited common element as designated on the Plans. The "C-U" units have a total area of approximately 926 square feet, and the "C-D" units have a total of approximately 913 square feet. Exhibit "C-U" attached is the typical "C-U" unit floor plan, and Exhibit C-D attached is the typical "C-D" unit floor plan.

4.3.4 Each of the 33 "D" floor plan unit is on two levels and contains three bedrooms, one and one-half bathrooms, living room, dining alcove, kitchen, and closets and has a total area of approximately 1182 square feet, being 576 square feet on the lower floor and 606 square feet on the upper floor. Each "D" floor plan unit has a covered carport, a deck, a courtyard, and a storage facility assigned as a limited common element as designated in the Plans. Exhibit "D" attached is the typical "D" unit floor plan.

The following 21 "D" floor plan units have built-in fireplaces: T3810, T3844, T3852, P3912, P3913, P3914, P3915, P3934, P3936, P3940, P3941, P3943, P3947, P3949, P3951, P3954, P3956, T3982, T3984, T3988, and T3990. The following 12 "D" floor plan units have no fireplaces: T3801, T3808, T3824, T3825, T3826, T3827, T3846, T3850, T3962, T3966, T3968, and T3970.

4.3.5 Each of the 3 "E" floor plan is on two levels and contains four bedrooms, one and three-quarters bathrooms, living room with free-standing fireplace, dining alcove, kitchen, and closets and has a total area of approximately 1228 square feet, being 785 square feet on the lower floor and 443 square feet on the upper floor. Each "E" floor plan unit as a covered carport, a courtyard, and a storage facility

assigned as a limited common element as designated in the Plans. Exhibit "E" attached is the typical "E" unit floor plan.

4.3.6 Each of the 12 "F" floor plan is on two levels and contains two bedrooms, one and one-half bathrooms, living room, dining alcove, kitchen, and closets and has a total area of approximately 939 square feet, being 464 square feet on the lower floor and 475 square feet on the upper floor. Each "F" floor plan unit has a covered carport, a deck, a courtyard, and a storage facility assigned as a limited common element as designated in the Plans. Exhibit "F" attached is the typical "F" Unit floor plan.

4.3.7 Each of the 5 "G" floor plan is on two levels and contains three bedrooms, one and one-half bathrooms, living room with a built-in fireplace, dining alcove, kitchen, closets, and has a total area of approximately 1266 square feet, being 601 square feet on the lower floor and 665 square feet on the upper floor. Each "G" floor plan unit has a covered carport, a deck, a courtyard, and a storage facility assigned as a limited common element as designated in the Plans. Exhibit "G" attached is the typical "G" floor plan.

4.3.8 Each of the 3 "H" floor plan unit is on two living levels and contains four bedrooms, two bathrooms, living room with built-in fireplace, dining alcove, kitchen, and closets, and has a total area of approximately 1453 square feet, being 933 square feet on the lower floor and 520 square feet on the upper floor. Each "H" floor plan unit has a covered carport, a courtyard, and storage facilities assigned as limited common elements as designated in the Plans. Exhibit "H" attached is the typical "H" floor plan.

4.4 Declarant reserves, and shall have, the right to alter units in Phase I to accommodate the desires of individual purchasers or the contemplated market, provided that no changes or alterations will be made which prejudice the structural integrity of any building. Specifically, but without limitation, there is reserved the right to install in any unit and as an extension thereof, a greenhouse window, designated as optional limited common elements as shown on attached Exhibit "I", which, as installed, may result in protrusion of the window into the airspace a distance not to exceed thirty (30) inches.

4.5 No buildings have basements, but there is crawl space under the buildings. In addition to the carports assigned to some units as limited common elements, seventy-five (75) grade level parking spaces without cover for single vehicle are general common elements for use by visitors or others in accordance with such use regulations as may be adopted by the Association of Unit Owners.

4.6 Principal materials of which the buildings are construed are: reinforced concrete foundations with crawl spaces; wood framing; bronze-anodized aluminum windows and sliding glass doors; dry-wall interior wall cover, cedar wood exterior siding material; pitched-rooves with composition shingles; plumbing and wiring conforming to State of Oregon codes effective at time of construction; gutters and downspouts are in place.

4.7 The roads are blacktopped. There are curbs as necessary.

4.8 The Units are designated on the Plans filed herewith for record in the office of the Recording Officer, a copy of which Plans are attached hereto.

5.0 General Common Elements.

5.1 Proportionate ownership by unit of the general common elements in the property shall be in the percentages defined in Section 4.0 of this

Declaration. Those proportions are established on the basis of approximate relative values of the respective Units to the combined values of the several Units as of the date of this Declaration.

6.0 Limited Common Elements.

6.1 Proportionate ownership by Unit of the Limited Common Elements in the property shall be established in the same manner and by the same formula as ownership of General Common Elements.

6.2 Courtyards, decks, storage facilities and carports assigned to respective Units as referred to in Section 4.3 are limited common elements and each is reserved for the use of the Unit to which it is assigned, to the exclusion of the other Units. Exhibit "I" attached demonstrates a typical carport.

6.3 Fireplaces, and attached flues, related to respective Units are limited common elements for the exclusive enjoyment of those Units.

7.0 Interest in Common Elements Attached to Title to Unit;

Governance of Common Elements.

7.1 Subject to modification in interests which will result from future development of Phase II and/or Phase III, as described in Paragraph 4.0, the proportionate undivided interest in general common elements allocated to the respective Units and the right of exclusive use of Limited common elements reserved for the respective Units, all as provided in this Declaration, shall be irrevocably appurtenant to the title of the Units, respectively, to which they are allocated or reserved, and the undivided interest in the common elements and the fee title to the respective Units conveyed therewith shall not be separated or separately conveyed, and each undivided interest in common elements shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer to the Unit only by its number or other designation.

7.2 Declarant contemplates sale and conveyance of the Day Care Tract, and purchasers of Units shall have no interest therein either as a common element or otherwise.

7.3 Governance and control of the Common Elements including, but not limited to, access thereto, consistent with, and to implement, the purposes and provisions of this Declaration, shall be in the Association of Unit Owners and its Board of Directors.

8.0 Conditions, Restrictions and Covenants.

Declarant, its successors and assigns, by this Declaration, and all "Unit Owners" who shall at anytime come into ownership, by their acceptance of their deeds, covenant and agree as follows:

8.1 In addition to other Conditions, Restrictions and Covenants herein defined, each Unit and the Property, shall be subject to easements, covenants, conditions and restrictions of record encumbering the Total Property on the date of this Declaration being the following:

8.1.1 Water Pipe easement, including the terms and provisions thereof, as reserved in deed from S.A. Arata, unmarried, to Victory Homes, Inc., a corporation, dated November 20, 1942, recorded November 28, 1942 in Book 721 page 169, Deed Records.

8.1.2 Conditions and restrictions in deed from S.A. Arata, unmarried to Victory Homes, Inc., a corporation, dated November 20, 1942, recorded November 28, 1942 in Book 721 page 169, Deed Records, to which reference is hereby made.

8.1.3 Pipe line easement, including the terms and provisions thereof, from Victory Homes, Inc., an Oregon corporation, to Wood Village Service Company, an Oregon corporation, dated March 18, 1943, recorded March 19, 1943, in Book 737 page 330, Deed Records,

as amended by instrument recorded March 19, 1954 in Book 1649 page 421, Deed Records.

8.1.4 Pipe line easement, including the terms and provisions thereof, from Victory Homes, Inc., an Oregon corporation, to Wood Village Service Company, an Oregon corporation, dated February 26, 1954, recorded March 19, 1954 in Book 1649 page 418, Deed Records.

8.1.5 Drain pipe easement, including the terms and provisions thereof, from Victory Homes, Inc., to Multnomah County, dated June 20, 1958, recorded June 26, 1958 in Book 1904 page 213, Deed Records.

8.1.6 Sewer easement, including the terms and provisions thereof, from Victory Homes, Inc., to Multnomah County, dated June 20, 1958, recorded June 26, 1958 in book 1904 page 214, Deed Records.

8.1.7 Easement, including the terms and provisions thereof, dated August 10, 1955, granted by Victory Homes, Inc., to the City of Wood Village, recorded January 5, 1972 in Book 833 page 243, Deed Records.

8.1.8 Necessary slope easement in connection with the establishments of NE 238th Drive, and as granted in deed recorded November 23, 1973 in Book 960 page 1332, Deed Records.

8.1.9 Easement, including the terms and provisions thereof, dated May 22, 1972, granted by Treehil [sic] Associates, a joint venture consisting of Howard S. Wright Construction Co., a Washington corporation and W.C. Bauman Co., Inc., an Oregon corporation, doing business under the name of Wright-Bauman of

Oregon; Kenneth J. Kadow; and Franklin Service Corporation, an Oregon corporation, to City of Wood Village, a municipal corporation recorded May 24, 19792 [sic] in Book 858 page 1579, Deed Records.

8.1.10 Right of way easement, from Franklin Service Corporation to General Telephone Company of the Northwest Inc., recorded August 19, 1976, in Book 1122 page 961, Deed Records.

8.2 Each Unit shall be occupied and used by the respective Unit Owner only for single family residential purposes.

8.3 Subject to modification in interests which will result from future development of Phase II and/or Phase III, as described in Paragraph 4.0, the Common Elements and Units shall remain undivided and no Unit Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Unit Owners with respect to the operation and management of the condominium.

There shall be no judicial partition of the Unit or any part thereof, nor shall Declarant and Unit Owner or any person acquiring any interest in any Unit seek any such judicial partition, unless the Property has been removed from the provisions of the Unit Ownership Act.

8.4 A Unit Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective Unit, nor shall said owner be deemed to own pipes, wires, conduits or other public utility lines running through any Unit, except as tenants in common of the common elements with the other Unit Owners as provided in this Declaration. A Unit Owner, however, shall be deemed to own the walls and partitions which are contained in said owner's Unit, and also shall be deemed to own the interior decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including paint, wallpaper, etc.

8.5 Maintenance, Repair and Structural Changes.

8.5.1 Each Unit Owner, at his individual expense, must perform promptly within his own Unit, and to all limited common elements appurtenant to his Unit, or to the floors, perimeter walls or ceilings surrounding any part of his Unit, all maintenance and repair work which, if omitted, would affect the Condominium in its entirety or in a part belonging to other owners, and the Unit Owner expressly shall be responsible for any damage or liability which may result from his failure so to do. This provision shall not be applicable to damage covered by insurance procured by the Association of Unit Owners as contemplated by this Declaration or the Bylaws.

8.5.2. All repairs, replacement and maintenance of internal installations of the Unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories, lines and pipes located within the perimeters of the Unit area or within the exterior walls surrounding the Unit shall be at the Owner's expense, and this shall apply despite the fact that some or all of the foregoing shall be located in interior or exterior walls or for other reasons may not be within the boundaries of the Unit or owned by the Unit Owner.

8.5.3. A Unit Owner shall reimburse the Association of Unit Owners for any expenditures incurred in repairing or replacing any common area or facility damaged through fault of the Unit Owner, not otherwise covered by insurance owned by the Association for the owner's and Association's benefit.

8.5.4 No Unit Owner shall make any structural modifications or alterations in his Unit or to installations located therein without

previously securing in writing the consent of the Association of Unit Owners, through the Management Agent, if any, or through the Chairman of the Board of Directors, if no management agent is employed. The Unit Owner shall notify the Association in writing of his intent and his request for such consent. The Association shall have the obligation to respond within thirty (30) days. Failure of the Association to do so within that period shall mean that there is no objection to the proposed modification or alteration and shall be the equivalent of consent in writing.

8.6 Each Unit Owner agrees that if any portion of the "common elements" encroaches upon any Unit in which he has an interest, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the building is partially destroyed and then rebuilt, the Unit Owners agree that minor encroachments of parts of the "common elements" due to construction shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist. Specifically, but without limitation, if any fireplace flue which is a limited common element for the enjoyment of one Unit encroaches on a different Unit, an easement for such encroachment shall be at all times in effect.

8.7 Each Unit Owner shall automatically be a member of the Association of Unit Owners and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership shall pass to the succeeding owner.

8.7.1 Each Unit's vote shall be weighted in accordance with the percentage of that Unit's share in the Ownership of the common elements as provided in this Declaration, and particularly in Paragraph 4.0.

8.7.2 The Association of Unit Owners shall have two Classes of voting membership:

(a) Class A. Class A members shall be all those Unit Owners as defined in Section 3.14 with the exception of the Declarant; provided, that Declarant shall become a Class A member when its Class B membership has been converted as hereinafter defined. A Class A member shall be entitled to one weighted vote for each Unit in which he or she holds the interests required for voting; provided, when more than one person holds the total fee simple interest in any Unit, all such persons shall be members, but the vote for such Unit shall be exercised as they among themselves determine and by such one person representing the Unit as the group of Owners shall have certified unanimously and in writing to the secretary of the Association; provided further, in no event shall more than one weighted vote be cast with respect to any residential unit.

(b) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) weighted votes for each Unit in which it holds the interest required for voting in Phase I plus each Unit in Phases II or III, if either or both of them shall have been submitted to the Oregon Unit Ownership Law; provided that the Class B membership shall be converted to Class A membership:

(1) during any period when the total votes outstanding in the Class A membership equal twice the total votes outstanding in the Class B membership, or

(2) after January 1, 1982, with respect to Units in Phase I; after January 1, 1985, with respect to Units in Phase II; after January 1, 1988, with respect to Units in Phase III.

8.8 The Unit Owners covenant and agree that the administration of Treehill Park Condominiums shall be in accordance with the provisions of this Declaration and the Bylaws of the Unit Owners Association, which are by this reference made a part hereof.

8.9 That each Owner, tenant or occupant of a "Unit" shall comply with the provisions of this Declaration, the bylaws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

8.10 Except as otherwise provided herein, the provisions of this Declaration may be amended by the vote of 75% of the members of the Association of Unit Owners, weighted in accordance with paragraph 4.0 of this Declaration; provided, until such time as the Declarant shall own no Unit or any other interest in the Total Property, any amendment shall be ineffective unless affirmatively concurred in by the Declarant. An amendment adopted in accordance herewith shall be effective upon recordation in the office of the Recording Officer, duly signed and acknowledged by the Chairman of the Association of Unit Owners and, until such time as Declarant shall own no Unit, by the President or Vice-President and Secretary or Assistant Secretary of Declarant.

8.11 No Unit Owner of a Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his Unit.

8.12 Common Expenses, Administration, Assessments and Liens. The Board of Directors of the Association of Unit Owners shall administer the affairs of the Condominium for the benefit of the Unit Owners and shall administer, maintain, repair or replace the common elements and shall have authority, in accordance with its Articles of Incorporation and its bylaws, to raise by assessment against the Units, funds to pay the common expenses.

Prior to the beginning of each year, the Board of Directors shall estimate the common expenses and assessments to be paid during such year (including a reasonable amount for contingencies and replacements and less expected income, and carry forward surpluses from prior years). Such estimated cash requirements shall be initially assessed to the units and the units' owners according to their respective percentages of undivided interest in the common elements as follows:

	<u>Initial Assessment</u>	<u>Respective Percentage</u>
"A" floor-plan units	\$41.50	.0083
"B" floor-plan units	\$45.50	.0091
"C-D" and "C-U" floor-plan units	\$41.50	.0083
"D" floor-plan units	\$50.00	.0100
"E" floor-plan units	\$54.00	.0108

"F" floor-plan units	\$41.50	.0083
"G" floor-plan units	\$54.00	.0108
"H" floor-plan units	\$58.00	.0116

Should it become necessary to increase the assessment to cover the common expense, such increase shall be spread in like percentages to each condominium unit. If and after development of Phase II and/or Phase III, assessments will be spread among all Units in accordance with their respective percentages of undivided interest in the common elements. In event such additional units are added during the course of the fiscal year, that year's assessments shall be prorated.

Declarant will pay the assessment on each completed unit owned by Declarant, but unoccupied, so long as the Declarant continues to own the same. Declarant shall pay the assessment on each occupied unit owned by it.

Special assessments may be levied by the Board of Directors or by the Association under the procedures, but subject to the limitations, set forth in the Bylaws.

The condominium now has, and may retain, a common water meter and service. While it has such common or shared meter, the expense of water shall be deemed a common expense. Similarly, expense of furnishing electric power to common elements shall be a common expense, streets and roads within the total property are not dedicated and maintenance is, and will be, an obligation of the Unit Owners Association and shall be a common expense.

All unpaid sums assessed by the Association for the share of the common expenses, including both regular and special assessments, and utility (

services chargeable to any Unit shall be a separate, distinct, and a personal debt and obligation of the Unit Owner at the time the assessment is made and shall be collectible as such. Suit or action to recover judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the owner of a Unit, plus interest at ten percent (10%) per annum and costs, including reasonable attorneys' fees on both trial and any appeal therefrom shall constitute a lien on such Unit prior to all other liens, except only (1) tax liens on the Unit in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage of record encumbering the Unit. Such lien may be foreclosed by suit by the Manager or Board of Directors of the Association of Unit Owners, acting on behalf of the Owners of the Units, in like manner as a mortgage of real property. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit, if so provided in the bylaws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Manager or Board of Directors, acting on behalf of the Association of Unit Owners shall have power, unless prohibited herein, to bid in the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Without limiting remedies otherwise available, action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

8.13 Taxes. Each unit with its percentage of undivided interest in the common elements shall be considered a parcel of real property subject to separate assessment and taxation by any taxing unit in like manner as other parcels of real property.

8.14 In event the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, the acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association of Unit Owners chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer.

8.15 In the event a building subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by an Agreement approved by fifty-one (51) per cent of the voting Unit Owners, weighted in accordance with paragraphs 4.0 and 8.7.2 of this Declaration.

8.16 In event of a voluntary conveyance of a Unit the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

8.17 All agreements and determinations lawfully made by the Association in accordance with the voting percentages established pursuant to ORS 91.500 to 91.671, and this Declaration or in the bylaws, shall be deemed to be binding on all Unit Owners, their successors and assigns.

8.18 Right of Entry.

8.18.1 Each Unit Owner and each lessee or other occupant of any Unit grants the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association, in case of an emergency originating in or threatening a Unit, whether or not the Owner, lessee or occupant is present at the time.

8.18.2 A Unit Owner, lessee or occupant, shall permit the Association of Unit Owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the occupant. In case of an emergency, such right of entry shall be immediate.

8.19. Fire and Liability Insurance.

8.19.1 The Board of Directors of the Association of Unit Owners shall procure and maintain, and from the assessments levied to pay common expenses shall pay the premiums for, a policy or policies (herein called "the Policy") of fire insurance, with extended coverage endorsement, for as nearly as practicable to one hundred per cent (100%) of the insurable replacement cost value of the buildings on the Property and/or building service equipment without deductions for depreciation and without consideration of extra improvements which any Unit Owners shall have caused to be affixed to his Unit in its initial basic form (such insurable replacement cost value to be determined annually by the Board and to exclude property of every kind and description while underground, except underground conduit or wiring when beneath the buildings covered herein) in the name of the Board

as insured for the benefit of the Association, the several Unit Owners and their mortgagees in the ratio defined in paragraph 4.0 of this Declaration. Such policy:

8.19.1.1 shall contain no provision limiting or prohibiting other insurance by the owner of any Unit, but if reasonably obtainable, shall provide that the liability of the insurer shall not be affected by, nor shall the insurer claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of, any such other insurance;

8.19.1.2 shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or if reasonably obtainable, shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board or the Unit Owner or a tenant of any Unit, or by reason of any act or neglect of the Board or the Unit Owner or a tenant of any Unit;

8.19.1.3 shall provide that the policy may not be cancelled (whether or not requested by the Board) except by giving to the Board and to the Unit Owner of each Unit who shall have requested such notice of the insurer in writing addressed to him at the premises, thirty (30) days' written notice of such cancellation;

8.19.1.4 shall contain a provision waiving any right of subrogation by the insurer to any right of the Board against any Unit Owner or a lessee of any Unit;

8.19.1.5 shall contain a provision waiving any right of the insurer to repair, rebuild and replace or to require that the Board of the Association or the Unit Owner do so;

8.19.1.6 shall provide that in the case of any loss, the loss shall be adjusted with the Board of the Association;

8.19.1.7 shall contain a standard mortgage clause which

(a) shall name the holder of any mortgage affecting any Unit whose name shall have been furnished to the Board;

(b) shall provide that the insurance as to the interest of the mortgagee shall not be invalidated by any act or neglect of the Board or the Unit Owner or tenant of any Unit;

(c) shall waive any requirement invalidating such mortgagee clause by reason of the failure of the mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium (provided, however, in case the Board of the Association of Unit Owners shall fail to pay the premium due or to become due under the policy, the mortgagee may pay the same prior to the effective date of the termination of the policy), any contribution clause, and any right to be subrogated to the rights of any mortgagee against the Unit Owner or lessee of any Unit or the Board or to require an assignment of any mortgage to the insurer, except that the insurer will have the right of subrogation to the extent of

insurance proceeds received by and retained by the mortgagee if the insurer shall claim no liability as to the mortgagor or owner, but without impairing mortgagee's right to sue;

(d) shall provide that without affecting the protection afforded to the mortgagee by such mortgage clause, any proceeds payable under such clause shall be payable to the Board or to an insurance trustee as provided by the bylaws; and

(e) shall provide that any reference to a mortgagee in the policy shall include all mortgagees on any Unit, in order of preference.

8.19.1.8 The Board of the Association of Unit Owners shall procure and maintain a policy or policies (herein called "the policy") of Public Liability Insurance to insure the Board, each Unit Owner as the owner of a Unit, and any managing agent and other employees of the Association against claims for personal injury or property damage arising out of the existence of premises or operations of contractors of construction work under a Comprehensive General Liability form to include (1) coverage of automobile liability for owned, hired or nonowned automobiles, (2) water damage legal liability and (3) fire damage legal liability. Said insurance shall name Unit Owners and employees as aforesaid as additional insureds, it being understood and agreed that the insurance will exclude coverage for the personal activities of Unit Owners and employees as aforesaid, and for liability arising out of ownership of individual

Units. Said insurance shall be for such limits as the Board may decide. Such policy:

(a) shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or any breach of warranty or condition caused by the owner of any residential Unit, or by any act or neglect of the owner or tenant of any residential unit;

(b) shall provide that the policy may not be cancelled (whether or not requested by the Board) except by giving to the Board and to the Owner of each residential Unit who shall have requested such notice of the insurer in writing addressed to him at the premises, thirty (30) days' written notice of such cancellation.

8.19.2 The Board of the Association of Unit Owners may also procure insurance against such additional risks as the Board may deem advisable for the protection of the Unit Owners.

8.19.3 The Board of the Association of Unit Owners shall review not less frequently than annually the adequacy of its insurance program and shall report in writing the Board's conclusions and action taken on such review to the members of the Association. At the request of any mortgagee of any Unit, the Board shall furnish to such mortgagee a copy of, or an opportunity to copy, the fire policy described in paragraph 8.19.1. Copies of every policy of insurance procured by the Board shall be available for inspection and copying by any Unit Owner (or contract purchaser) at the address of the managing agent.

8.19.4 Any such coverage procured by the Board of the Association of Unit Owners shall be without prejudice to the right of the Unit Owners to insure the Units and the contents thereof for their own benefit at their own expense. At all times, it shall be the responsibility of the several Unit Owners to ascertain and inform themselves of the terms of coverage of insurance of respective kinds, and the limits of such coverage under policies procured and maintained from time to time by the Association and to secure such additional insurance, if any, as they may desire for their further or additional protection.

8.20 Damage, Destruction and Replacement of Building.

8.20.1 In the event of substantial damage to or destruction of a building or one (1) or more Unit on the Property, all available insurance proceeds, including proceeds received for damage to a building on any policy taken out by the Association of Unit Owners for Unit Owners, shall be held in trust by the Board of the Association to repair, reinstate, rebuild or replace the building (herein called the "work") in accordance with the original plans and specifications or if the work according to the original plans and specifications is not permissible under the applicable laws and regulations, then in accordance with other plans and specifications prepared or approved by the Board. In the event of any deficiency between said insurance proceeds and the cost of the work, each Unit Owner shall pay his proportionate share of said deficiency as Common Expenses. The Board shall have the authority, as agent of all Unit Owners, to enter into a contract or contracts to accomplish the work.

8.20.2 Nevertheless, in the event that, after substantial damage to or destruction of a building, the Board of the Association of Unit (

Owners shall determine that such damage or destruction shall not be rebuilt, repaired or restored, or in the event such damage or destruction shall not have been rebuilt, repaired or restored within a reasonable time after occurrence thereof, the damaged building shall be subject to an action for partition by any Owner of a common interest or lienor as if owned in common, in which event the damaged buildings and the Units therein shall be sold and the net proceeds of the sale, together with the net insurance proceeds, shall be distributed in proportion to the respective common interests and in accordance with law.

8.20.3 Upon the completion of the work and payment in full therefor, any surplus proceeds of insurance then or thereafter remaining in the hands of the Board of the Association of Unit Owners as insurance trustee shall be held for and credited to the Unit Owners of all Units in common with funds raised by assessment for payment of Common Expenses.

8.20.4 To the extent that any loss, damage or destruction to a building on the property is covered by insurance procured by the Board of the Association of Unit Owners, the Board shall have no claim or cause of action for such loss, damage or destruction against any Unit Owner or lessee. To the extent that any loss, damage or destruction to the property of any Unit Owner or lessee is covered by insurance procured by such Unit Owner or lessee, such Unit Owner or lessee shall have no claim or cause of action for such loss, damage or destruction against the Board, any managing agent or the Association. All policies of insurance referred to in this paragraph shall contain appropriate waivers of subrogation.

8.21 Delegation of Board Authority of the Association of Unit Owners. 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.

8.22 Entry to Units. The Board of Directors of the Association of Unit Owners, or its agents, 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.

8.23 Waiver of Board Liability. The Board of Directors of the Association of Unit Owners shall not be liable for any failure of any service to be obtained and paid for the Board of Directors or for injury or damage to person or property caused by the elements or by another Unit 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 building, 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 common elements or from any action taken to comply with any law, ordinance or order of a governmental

authority. The Board of Directors and Manager shall not be responsible to the Unit Owners for loss or damage by theft or otherwise of articles which may be stored by the owners on the property or in the Units.

8.24 Indemnification of Directors. Each member of the Board of Directors of the Association of Unit Owners shall be indemnified from the fund for payment of Common Expenses against all expenses and liabilities, including attorneys' fees reasonably incurred or imposed upon him in connection with any proceedings in 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, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being the best interests of the board of Directors.

9.0 Registered Agent

R. W. Nahstoll, 1331 S. W. Broadway, Portland, Oregon 97201 shall be the person designated to receive service of process for the Condominium until such designation shall be amended.

10.0 Non-waiver Provision

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, as specified under the Oregon Unit Ownership Act. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

11.0 Severability

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

12.0 Effective Date

This Declaration shall take effect upon recordation.

NU-WEST PACIFIC, INC., a Washington corporation

By James A. Bright
Agent

By R. M. Webstall
Agent

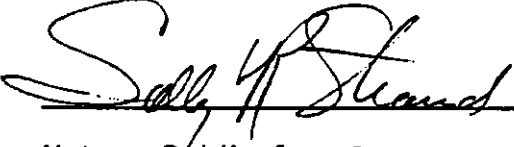
DECLARANT

STATE OF OREGON)
) ss.
County of Multnomah)

October 31, 1978

Personally appeared James H. Bright and R. W. Nahstoll, who being first duly sworn, did say that each is an authorized agent of Nu-West Pacific, Inc., a Washington corporation, and that they executed the foregoing instrument on behalf of Nu-West Pacific, Inc., by authority of its Board of Directors and have acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:



Notary Public for Oregon

My commission expires: 2-7-1982

FIRST NATIONAL BANK OF OREGON, through the undersigned authorized officer, hereby consents to the filing of the foregoing Declaration of Unit Ownership.

FIRST NATIONAL BANK OF OREGON

BY

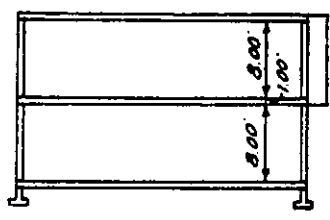
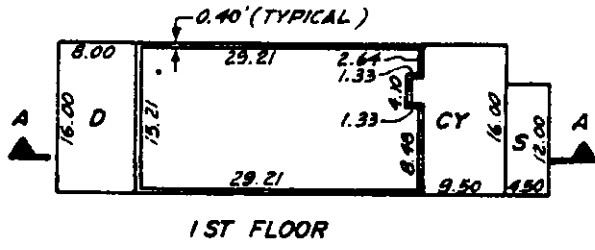
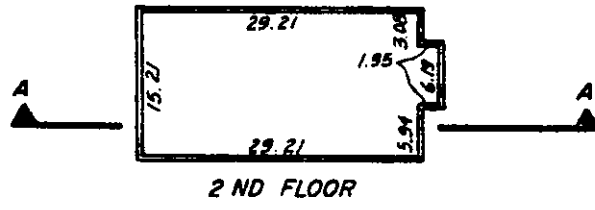
A handwritten signature in black ink, appearing to read "Paul R. Payne", written over a horizontal line.

APPROVAL OF COUNTY ASSESSOR
AND
COUNTY TAX COLLECTOR

The foregoing Declaration of Unit Ownership is approved
pursuant to ORS 91.512 this _____ day of _____, 1978.

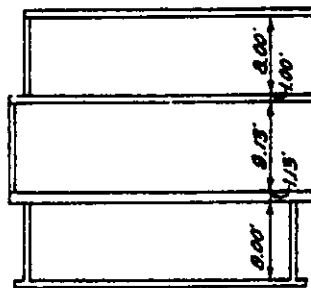
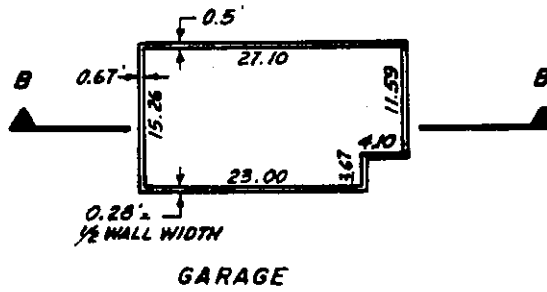
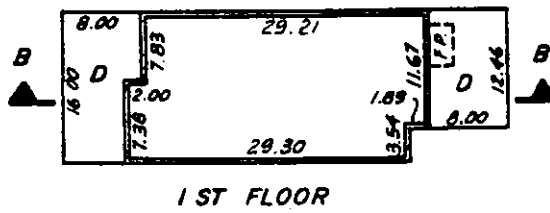
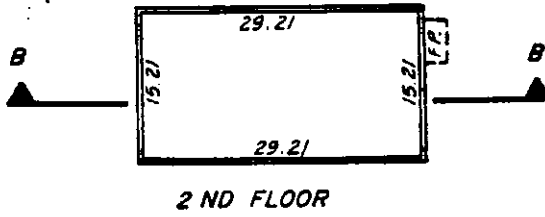
Assessor for Multnomah County

Tax Collector for Multnomah County



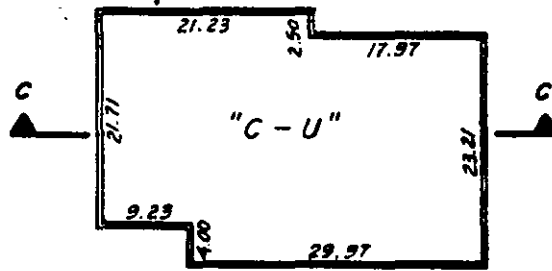
SECTION A-A

UNIT "A"

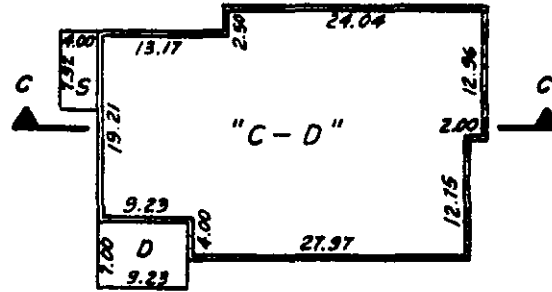


UNIT "B"

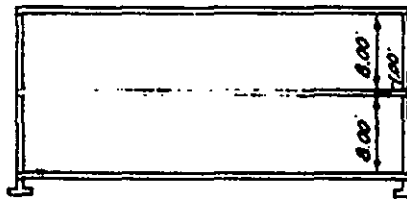
EXHIBIT 'B'



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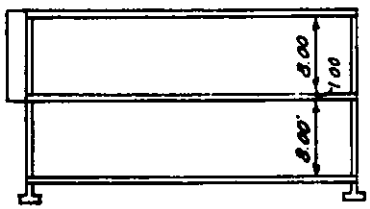
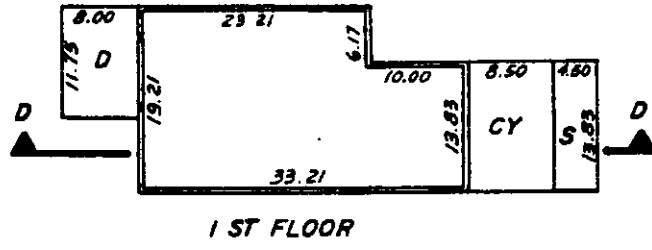
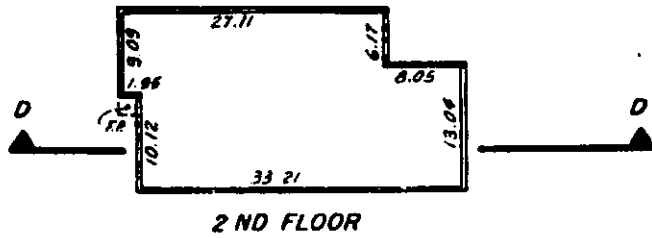


1 ST FLOOR



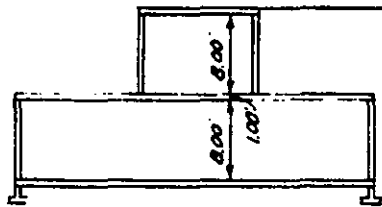
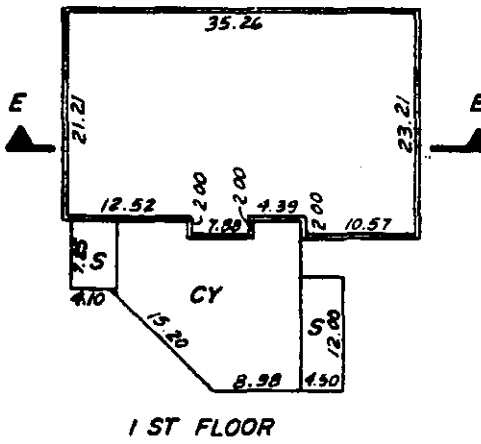
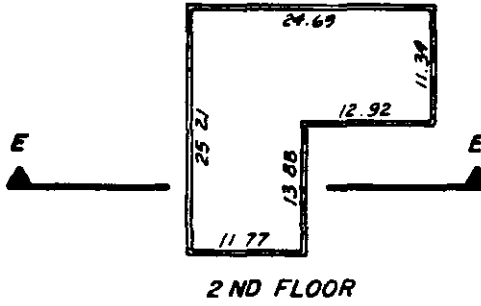
SECTION C - C

UNIT "C"



SECTION D - D

UNIT "D"



UNIT "E"

EXHIBIT 'E'

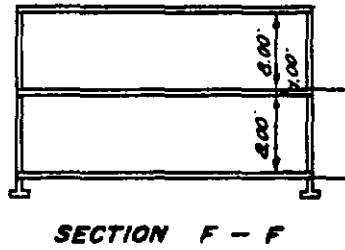
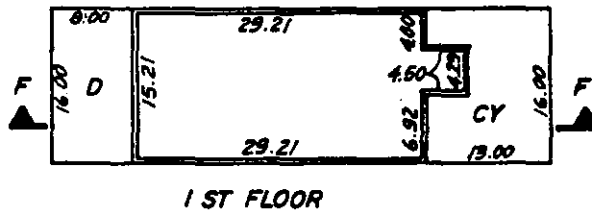
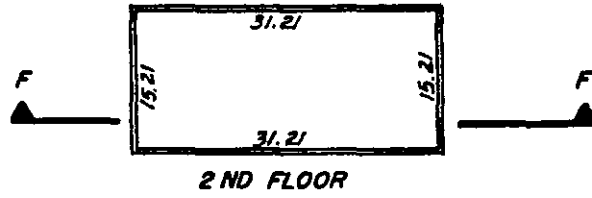
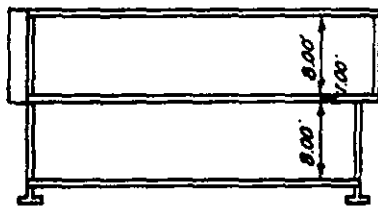
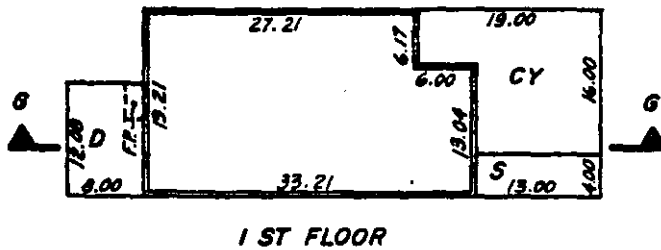
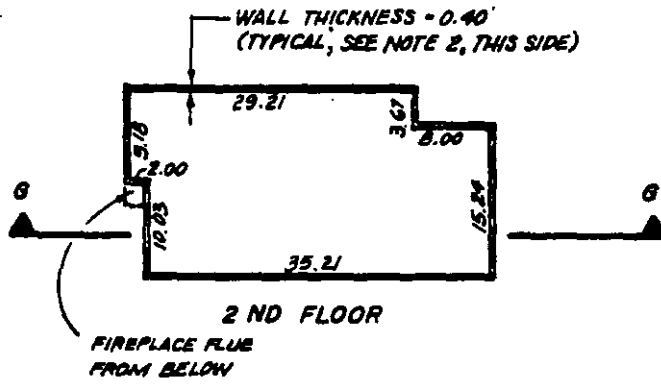


EXHIBIT 'F'



SECTION G - G

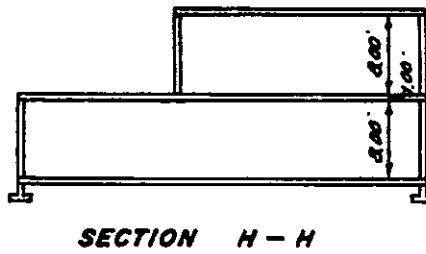
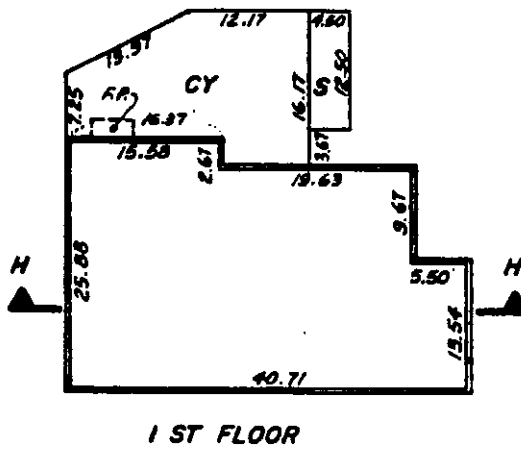
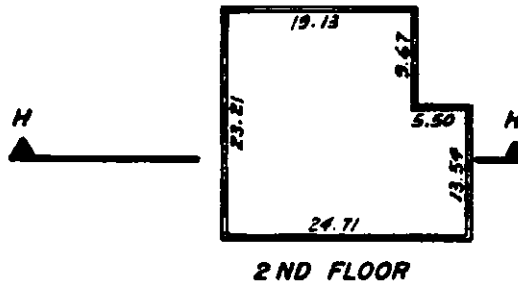


EXHIBIT 'H'

20.00
9.00

CARPORT
(TYPICAL)

EXHIBIT 'I'