

175.00  
116.00  
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WHEN RECORDED, RETURN TO:  
Vial Fotheringham LLP  
12725 S.W. 68th Avenue, Suite 107  
Portland, OR 97223  
(803) 684-4111

STATE OF OREGON }  
County of Washington } 88

I, Jerry R. ... Clerk for ... certify that the within ... and returned to ... of said county.  
Director of Assessment and Taxation, Excise, and Property Clerk



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**DECLARATION OF CONDOMINIUM OWNERSHIP**

**FOR**

**CASCADIA COMMONS CONDOMINIUM COMMUNITY**

THIS DECLARATION, made this 23rd day of June, 2000, by Cascadia Commons, L.L.C., and Development Group Services Corporation (herein "Declarant"), pursuant to the provisions of the Oregon Condominium Act;

**WITNESSETH:**

WHEREAS, the Declarant is the owner of certain property in Washington County, Oregon, to be known as Cascadia Commons Condominium Community (herein "Condominium"),

NOW, THEREFORE, the Declarant hereby declares that all of the properties described below in Article II shall be submitted in fee simple to the provisions of the Oregon Condominium Act. This Declaration shall be binding on all parties having any right, title, or interest in the described properties. The above-described property shall thereby be organized according to the condominium form of ownership and pursuant to ORS Chapter 100, the Oregon Condominium Act.

NOW, THEREFORE, the Declarant does hereby declare and provide as follows:

**ARTICLE I**  
**Definitions**

When used in this Declaration the following terms shall be accorded the meanings indicated:

- 1.1 The "Association" refers to the Cascadia Commons Condominium Community Homeowners Association.
- 1.2 "Bylaws" refers to the Bylaws of the Association adopted pursuant to Section 11.4 as they may be amended from time to time.
- 1.3 The "Condominium" refers to the land, buildings, improvements submitted by this Declaration and all easements, rights, and appurtenances belonging thereto.
- 1.4 The "Declarant" refers to Cascadia Commons, L.L.C., and Development Group Services Corporation, their successors and assigns.

1-15

1st place

1.5 "Mortgage" and "Mortgagee" refer, respectively, to a recorded mortgage, trust deed, or contract of sale and the holder, beneficiary, or vendor of such instrument.

1.6 "Plans" refer to the plat and floor plans of Cascadia Commons Condominium Community, filed simultaneously with this Declaration.

1.7 Incorporation By Reference. Except as otherwise provided in this Declaration, each of the terms used herein that are defined in ORS 100.005, the Oregon Condominium Act, shall have the meanings set forth in such section.

**ARTICLE II**  
**Description of the Property**

The property submitted to the Oregon Condominium Act by this Declaration is located in Washington County, Oregon, and is more particularly described in the attached Exhibit "A."

**ARTICLE III**  
**Name of the Condominium**

The name by which the Condominium shall be known is "Cascadia Commons Condominium Community."

**ARTICLE IV**  
**Units**

4.1 General Description of Buildings. The Condominium consists of seven (7) existing two-story buildings that will undergo extensive renovation and one (1) three-story building that will be newly constructed. Six (6) of the buildings are townhouse duplexes containing a total of twelve (12) units, nine (9) of which are 2-bedroom/1.5 bath units and three (3) of which are 3-bedroom/1.5 bath units. Two (2) of the buildings are townhouses, one (1) of which contains one (1) 2-bedroom/1.5 bath unit and one (1) of which contains one (1) 3-bedroom/1.5 bath unit. The buildings are wood frame construction with poured concrete foundation, cement fiber/lap and panel siding with plywood, and composition roofing. The locations of the buildings are as shown in the plans, which are made a part of this Declaration as if fully set forth herein.

4.2 General Description, Location, and Designation of Units. The designation, location, and area in square feet of each residential unit are shown on the attached Exhibit B and on the Plat. Residential units consist of fourteen (14) units.

4.3 Unit Boundaries. Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, and ceilings. The unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other materials constituting any part of its finished surfaces and the interior surfaces so described except those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the condominium. All other portions of the exterior walls, floors or ceilings and interior load bearing partitions shall be a part of the common elements. In addition, each unit shall include the following: (a) all spaces, non-bearing interior partitions, windows, window frames, exterior and interior doors, door frames, and all other fixtures and improvements within the boundaries of the unit; and (b) all outlets of utility service lines, including, but not limited to, power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and waste disposal, within the boundaries of the unit including any part of such lines or ducts themselves.

In interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever, or in connection with any matter, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans hereof, shall be conclusively presumed

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to be the boundaries regardless of settling, rising, or lateral movement of the building and regardless of variances between boundaries as shown on the plans and those of the actual building or buildings.

**ARTICLE V**  
**General Common Elements**

The general common elements consist of the following:

- 5.1 The land, pathways, driveways, parking spaces, bike storage areas, fences, and grounds.
- 5.2 Pipes, ducts, flues, chutes, conduits, wires, and other utility installations to their outlets.
- 5.3 Roofs, foundations, bearing walls, perimeter walls, beams, columns, and girders to the interior surfaces thereof.
- 5.4 All other elements of the buildings and the property necessary or convenient to their existence, maintenance, and safety, or normally in common use except as may be expressly designated herein as part of a unit or a limited common element.

**ARTICLE VI**  
**Limited Common Elements**

The following shall constitute limited common elements, the use of which shall be restricted to the unit to which it pertains:

- 6.1 Yard areas appurtenant to the units which they adjoin as designated on the plat, which areas include private decks, patios, porches, storage areas, and outside stairways, except for the exterior surfaces thereof, which are accessible from the units to which they adjoin only.

**ARTICLE VII**  
**Allocation of Undivided Interest  
In Common Elements**

Each unit will be entitled to an undivided ownership interest in the common elements determined by and equal to the ratios calculated for residential units. The undivided interest allocation for each unit is shown on the attached Exhibit "C" and is based on a weighted formula: 30% equally to all units, 15% based on the relative declared value of units as stated in Exhibit C which will not be affected by actual sales prices of units, and 55% based on the approximate square footage of each unit as a percentage of the total square footage of all units.

**ARTICLE VIII**  
**Common Profits and Expenses: Voting**

8.1 Allocation of Common Profits and Expenses. The common profits derived from and the common expenses of the common elements (with the exception of certain limited common element expenses that are the responsibility of specific unit owners as provided in Section 13.4) shall be distributed and charged to the owner of each unit according to the allocation of undivided interest of such unit in the common elements; provided, however, that the common water, garbage, and sewer charges may be allocated and charged to unit owners/occupants on a per capita (per person) basis if determined to be appropriate by the Board of Directors of the Association.

8.2 Allocation of Voting Rights. Each residential unit shall be allocated two (2) votes in the affairs of the Association, subject to the voting provisions set forth in the Bylaws.

**ARTICLE IX**  
**Use of Property**

Each unit is to be used for residential purposes as described in the Bylaws, except that the Association Board of Directors may adopt rules and regulations permitting residential units to be used for limited business purposes, subject to applicable governmental regulations. Additional limitations on use are contained in the Bylaws by which all owners are bound.

**ARTICLE X**  
**Service of Process**

The designated agent to receive service of process in cases provided in ORS 100.550(1) is named in the Condominium Information Report which has been filed in accordance with ORS 100.250(1)(a).

**ARTICLE XI**  
**The Association of Unit Owners**

11.1 Organization. Upon the recording of this Declaration, an association of unit owners shall be organized to serve as a means through which the unit owners may take action with regard to the administration, management, and operation of the Condominium. The name of this Association shall be the "Cascadia Commons Condominium Community Homeowners Association" (herein "Association"), and the Association shall be an incorporated association pursuant to the Oregon Nonprofit Corporation Act.

11.2 Membership; Board of Directors. Each unit owner shall be a member of the Association. The affairs of the Association shall be governed by the members and the Board of Directors as provided in the Bylaws.

11.3 Powers and Duties. The Association shall have such powers and duties as may be granted to it by the Oregon Condominium Act; including each of the powers set forth in ORS 100.405(4); together with such additional powers and duties afforded by this Declaration or the Bylaws.

11.4 Adoption of the Bylaws, Appointment of Interim Board, and Designation of Manager. Upon the execution and filing of this Declaration, the Declarant shall adopt Bylaws for the Association. At the same time, the Declarant will appoint an interim Board of Directors of the Association, which Directors shall serve until their successors have been elected at the turnover meeting as provided in the Bylaws. Such Interim Board of Directors may appoint a manager or managing agent for the Condominium on behalf of the Association, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation, and maintenance of the Condominium from the date of its formation at the expense of the Association.

Any management, service, or employment agreement entered into prior to the turnover meeting which is made directly by or on behalf of the Association, the Board of Directors, or the unit owners shall be for a term not in excess of three (3) years, and may be terminated without penalty by the Association or the Board of Directors upon not less than thirty (30) days written notice given not more than sixty (60) days after the turnover meeting required by ORS 100.210.

**ARTICLE XII**  
**Rights of Mortgagees**

12.1 **Approval Required.** In addition to any other approvals required by the Oregon Condominium Act, this Declaration, or the Bylaws, the prior written approval of seventy-five percent (75%) of the holders of first mortgages of units in the Condominium (based upon one vote for each mortgage owned) must be obtained for the following:

12.1.1 The abandonment, termination, or removal of the property from the provisions of the Oregon Condominium Act, except when provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

12.1.2 The partition or subdivision of any unit or of the common elements;

12.1.3 Any material amendment to this Declaration or the Bylaws. A change to the following would be considered as material:

- a. Voting rights;
- b. Assessments, assessment liens, or the priority of assessment liens;
- c. Reserves for maintenance, repair, and replacement of common elements;
- d. Responsibility for maintenance and repairs;
- e. Reallocation of interests in the general or limited common elements or rights to their use;
- f. Redefinition of any unit boundaries;
- g. Convertibility of units into common elements or vice versa;
- h. Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- i. Insurance or fidelity bond;
- j. Leasing of units;
- k. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- l. A decision by the Association to establish self-management when professional management had been required previously by the project's documents or by an eligible mortgage holder;
- m. Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration or the Bylaws;
- n. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or

- o. Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

12.1.4 Abandonment, encumbrance, sale, or transfer of the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

12.1.5 Use of hazard insurance proceeds for losses to any Condominium property, whether to units or to common elements, for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the units and/or common elements of the Condominium.

12.2 In addition to the approvals required in Section 12.1, each mortgagee (or beneficiary of a trust deed or vendor and including guarantors) shall have the following rights:

12.2.1 Right to Examine Books and Records. All mortgagees shall have the right to examine the books and records of the Association or the Condominium property upon reasonable notice and at reasonable times.

12.2.2 Right to Annual Reports. All mortgagees shall, upon request, be entitled to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

12.2.3 Right to Receive Written Notice of Meetings. The Association shall give all mortgagees, upon request, written notice of all meetings of the Association, and each mortgagee shall be permitted to designate a representative to attend all such meetings.

12.2.4 Notice in Event of Loss or a Taking. The Association shall give all mortgagees written notice of any loss to, or taking of, the common elements of the Condominium project, or a unit in the Condominium project if such loss or taking exceeds \$10,000 with respect to the common elements, or \$1,000 with respect to any unit.

12.2.5 Merge with Successor Condominium Regime. The Condominium may not be amended or merged with a successor condominium regime without prior written approval of the Secretary for the Department of Veterans' Affairs.

#### ARTICLE XIII General Covenants

13.1 Easements for the Declarant. The Declarant and the Declarant's agents, successors, and assigns shall have an easement over and upon the common elements for the purpose of completing or making repairs to existing structures and carrying out sales and rental activities necessary or convenient for the sale or rental of units, including, without limitation, the right to use the units owned by the Declarant as model units and the right to use a unit as a sales office.

13.2 Right of Entry. A unit owner shall grant the right of entry to the Board of Directors of the Association, managing agent, manager, or any other person authorized by the Board of Directors, in the case of any emergency originating in or threatening her/his unit or other Condominium property, whether or not the owner is present at the time. A unit owner shall also permit such persons to enter her/his unit for the purpose of performing installations, alterations, or repairs to any common element provided that requests for entry are made in advance and such entry is at a time convenient to the owner.

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### 13.3 Encroachments.

13.3.1 Pursuant to ORS 100.520, each unit and all common elements shall have an easement over all adjoining units and common elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and except as otherwise provided in subsection 2 of this section, the rights and obligations of owners shall not be altered in any way by the encroachment.

13.3.2 The easement described under subsection 1 of this section does not relieve a unit owner of liability in case of willful misconduct of a unit owner or relieve a declarant or any contractor, subcontractor, or materialman of liability for failure to adhere to the plat and floor plans.

13.3.3 The encroachments described in subsection 1 of this section shall not be construed to be encumbrances affecting the marketability of title to any unit.

13.4 Responsibility for Maintenance. The necessary work to maintain, repair, or replace the general common elements, as well as trees and other landscape improvements designated by the Board of Directors, and the necessary work to maintain, repair, or replace the limited common element front porches and stairways shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws. The necessary work to maintain, repair, or replace the limited common element yards (excluding trees and other landscape improvements designated by the Board of Directors as the responsibility of the Association), private decks, patios, and storage areas shall be the responsibility of the unit owners to which such limited common elements appertain, subject to applicable provisions in the Bylaws. The Association will have no responsibility to maintain, repair or replace any part or all of the landscape sprinkling systems located within the general common elements.

13.5 Covenant of Contribution. No owner of a unit may exempt herself/himself from liability for her/his contribution toward the common expenses by a waiver of the use of, or enjoyment of any of the common elements, or by abandonment of her/his unit.

13.6 Enforcement. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, subject to any applicable dispute resolution provisions in the Bylaws. Notwithstanding anything in this Declaration or the Bylaws to the contrary, the Association or any owner shall have the right to apply for an immediate injunction or other equitable relief from a court of competent jurisdiction in emergency circumstances. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13.7 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

13.8 Authority to Grant Easements, Rights-Of-Way, Licenses, and Other Similar Interests. Pursuant to ORS 100.405(5), the Association shall have the authority to execute, acknowledge, deliver, and record on behalf of the unit owners, leases, easements, rights-of-way, licenses, and other similar interests affecting the general common elements and consent to vacation of roadways within and adjacent to the Condominium. The granting of a lease in excess of one (1) year or any such other interest or consent shall first be approved by at least seventy-five percent (75%) of the unit owners. A lease of general common elements for a term of one (1) year or less shall not be considered the granting of an interest for which approval is required under this section. The instrument granting any

such interest or consent shall be executed by the chair and secretary of the Association and acknowledged in the manner provided for acknowledgment of such instruments by such officers, and shall state that such grant or consent was approved by at least seventy-five percent (75%) of the unit owners.

13.9 Open Space Easement. There shall be an open space easement, pursuant to Section 405 of the Washington County Community Development Code, for the benefit of the condominium unit owners, as delineated on the plat, consisting of the drainage hazard area, wetlands and associated riparian areas; and the Condominium property shall be subject to restrictions regarding any and all future development activities that can be conducted, or can be permitted or suffered to be conducted, within protected areas unless otherwise permitted by appropriate municipal authorities.

13.10 Leasing and Rentals. Unless otherwise authorized by the Board of Directors, no owner of a unit may lease or rent his unit, or any portion thereof, for a period of less than thirty (30) days, except that an owner may collect rent or share expenses with housemates. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Bylaws of the Association, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of such documents or the rules and regulations adopted by the Board of Directors, the Board may require the owner to terminate such lease agreement. No owner of a unit shall lease or rent her/his unit until a copy of the lease agreement is delivered to the Association and the Association determines that the proposed lessees or tenants will meet the existing responsibilities for owners or other occupants of units pursuant to rules and regulations adopted by the Board of Directors. Each unit owner is responsible for providing prospective lessees or tenants of the owner's unit with a copy of the current Declaration, Bylaws, and rules and regulations of the Association.

#### **ARTICLE XIV** **Declarant Control**

The Declarant shall assume full administrative control through an appointed interim Board of Directors, which shall serve until the turnover meeting, which shall be held within ninety (90) days from seven (7) years from the date of conveyance of the first unit to a person other than the Declarant or within ninety (90) days from the time Declarant has sold and conveyed seventy-five percent (75%) of the total number of units that the Declarant may submit to the provisions of ORS Chapter 100 under ORS 100.150, whichever is earlier.

#### **ARTICLE XV** **Plan of Development**

15.1 Reservation of Rights. The Declarant reserves the rights provided under ORS 100.150(1) without limitation. The entirety of the variable property is nonwithdrawable and is, therefore, limited to possible reclassification, but is not withdrawable.

15.2 Description. The variable property within the Condominium is described on the attached Exhibit D, incorporated herein as if set forth in full.

15.3 Termination Date. The rights reserved under ORS 100.150(1) shall terminate seven (7) years from the date of recording of the conveyance of the first unit in the Condominium to a person other than the Declarant. Recording shall be in the county in which the property is located.

15.4 Number of Units. The number of units that may be created in the Condominium is fourteen (14) in the first stage and, if completed, twelve (12) additional units in the second stage.



15.5 Allocation of Undivided Interest. Each unit will be entitled to an undivided ownership interest in the common elements determined as provided in Article VII hereof.

15.6 Proposed Improvements. Currently, the nonwithdrawable variable property is unimproved except for the presence of a partially constructed common house (adjacent to Unit No. 5). Following completion of the first stage of development that will include fourteen (14) residential units, Declarant contemplates the possibility of improvement with the construction of twelve (12) additional residential units and the completion of the common house. Additional common elements are contemplated, including but not limited to similar general and limited common elements as those set forth in Articles V and VI of this Declaration. It is likely that the proposed improvements will increase the proportionate amount of common expenses payable by existing unit owners.

15.7 Variable Property Limited Common Elements. The Declarant reserves the right to create limited common elements within the variable property. Such limited common elements may include, but not be limited to, private decks, patios, front porches, storage areas, yards, and stairways.

15.8 Nonwithdrawable Property. The variable property may not be withdrawn from the condominium. The plat shall show the location and dimensions of all such property and shall be labeled "NONWITHDRAWABLE VARIABLE PROPERTY." The legal description of this property may be found in Section 15.2 above. If, by the termination date, all or a portion of the variable property designated as "nonwithdrawable variable property" has not been reclassified, such property shall automatically be reclassified as of such date as a general common element of the condominium and any interest in such property held for security purposes shall be automatically extinguished by such classification. Notwithstanding the termination date, the Association may, with respect to any variable property automatically reclassified, exercise any rights previously held by the Declarant. The exercise of any right shall first be approved by at least a majority of all voting rights. All other actions relating to such reclassified general common elements shall be regulated and governed in like manner as other general common elements of the condominium. If a Supplemental Declaration and plat is required for any action, the plat shall be executed by the chair and secretary of the Association and shall comply with requirements of the Oregon Condominium Act as to a Supplemental Declaration and the recording of plats.

**ARTICLE XVI**  
**Amendment**

16.1 Approval Required. Except as may be otherwise provided in this Declaration or by the Oregon Condominium Act, this Declaration may be amended if such amendment is approved by unit owners holding seventy-five percent (75%) of the voting rights of the Condominium. No amendment may change the size, location, allocation of undivided interest in the common elements, method of determining liability for common expenses or right to common profit, or voting rights of any unit unless such amendment has been approved by the owners and mortgagees of the affected unit.

16.2 Execution and Recordation. An amendment shall not be effective until certified by the chair and secretary of the Association, approved by the Washington County Tax Assessor and the Real Estate Commissioner, if required by the Oregon Condominium Act, and recorded as required by law.

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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 23 day of June, 2000.

CASCADIA COMMONS, L.L.C., an Oregon limited liability company

By: Jennifer Bates  
Member/Manager

STATE OF OREGON )  
County of Washington ) ss

The foregoing instrument was acknowledged before me on June 23, 2000, by Jennifer Bates, as Member/Manager of Cascadia Commons, L.L.C., as her/his voluntary act and deed.



Michelle L. Lowell  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: April 6 2002

DEVELOPMENT GROUP SERVICES CORPORATION, an Oregon corporation

By: Gary A. Trothier  
Its: President

STATE OF OREGON )  
County of Washington ) ss

The foregoing instrument was acknowledged before me on June 23, 2000, by Gary A. Trothier, as President of Development Group Services Corporation, as her/his voluntary act and deed.



Michelle L. Lowell  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: April 6 2002

EXHIBIT A

Legal Description of Condominium Property

A REPLAT OF A PORTION OF LOT 6 OF MAPLE DELL SITUATED IN THE N.E. 1/4 OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE "INITIAL POINT" WHICH IS A 1 1/2" I.P. MARKING THE S.E. CORNER OF LOT 6 OF MAPLE DELL; THENCE FOLLOWING THE EAST LINE OF SAID LOT 6 N 04°20'31" E 246.45 FEET TO A 5/8" I.R. WITH A Y.P.C. MARKED "CASWELL PLS 787" MARKING THE S.E. CORNER OF THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 96-032478; THENCE N 85°33'53" W 68.63 FEET TO THE S.W. CORNER OF THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 96-032478; THENCE N 04°26'07" E 111.51 FEET TO THE N.W. CORNER OF THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 96-032478, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 94TH AVENUE; THENCE FOLLOWING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF S.W. 94TH AVENUE AROUND A 179.81 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 212.36 FEET (CHORD BEARS N 31°09'00" W 200.23 FEET) TO A 1" IRON PIPE; THENCE N 02°41'04" E. 1.37 FEET TO A 5/8" I.R. WITH A Y.P.C. MARKED "SUMMERS PLS 1042" MARKING THE N.E. CORNER OF SAID LOT 6 OF MAPLE DELL; THENCE FOLLOWING THE NORTH LINE OF SAID LOT 6 S 89°47'11" W 133.48 FEET TO A 1" I.P. MARKING THE N.W. CORNER OF SAID LOT 6; THENCE FOLLOWING THE WEST LINE OF SAID LOT 6 S 00°13'00" E 535.98 FEET TO A 1" I.P. MARKING THE S.W. CORNER OF SAID LOT 6; THENCE FOLLOWING THE SOUTH LINE OF SAID LOT 6 N 89°41'02" E 276.11 FEET TO THE "INITIAL POINT."

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EXHIBIT C

| Unit No./Relative Declared Value | Allocation of Percentage Interest |
|----------------------------------|-----------------------------------|
| 1/\$151,725                      | 6.7%                              |
| 2/\$151,725                      | 6.7%                              |
| 3/\$142,275                      | 6.3%                              |
| 4/\$199,868                      | 8.9%                              |
| 5/\$139,275                      | 6.3%                              |
| 6/\$151,725                      | 6.7%                              |
| 7/\$164,850                      | 7.4%                              |
| 8/\$142,275                      | 6.3%                              |
| 9/\$199,868                      | 8.9%                              |
| 10/\$219,975                     | 9.0%                              |
| 11/\$152,250                     | 6.7%                              |
| 12/\$152,250                     | 6.7%                              |
| 13/\$152,250                     | 6.7%                              |
| 14/\$152,250                     | 6.7%                              |
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EXHIBIT "D"

CASCADIA COMMONS CONDOMINIUM COMMUNITY  
NONWITHDRAWABLE VARIABLE PROPERTY

A parcel of land containing 1.882 Acres, more or less, located within a portion of Lot 6 of MAPLE DELL in the Northeast One-Quarter of Section 14, Township 1 South, Range 1 West, of the Willamette Meridian, Washington County, Oregon, being more particularly described as follows:

Beginning at a 1 1/2" Iron Pipe marking the Southeast corner of said Lot 6 of Maple Dell; thence following the south line of said Lot 6 South 89° 41' 02" West 276.11 feet to a 1" iron pipe marking the Southwest corner of said Lot 6 of Maple Dell; thence following the west line of said Lot 6 of Maple Dell North 00° 13' 00" West 276.33 feet; thence leaving the east line of said Lot 6 North 86° 58' 28" East 33.58 feet; thence South 03° 01' 32" East 7.00 feet; thence North 86° 58' 28" East 42.50 feet; thence North 35° 46' 44" East 22.68 feet; thence South 36° 45' 06" East 11.55 feet; thence South 72° 33' 57" East 38.38 feet; thence South 48° 36' 02" East 16.42 feet; thence North 41° 23' 58" East 28.20 feet; thence North 22° 10' 19" East 92.98 feet; thence North 32° 17' 09" East 15.43 feet to a point on the southwesterly right-of-way line of S.W. 94th Avenue; thence following the said southwesterly right-of-way line of S.W. 94th Avenue along the arc of a 179.81 foot radius curve to the left 33.15 feet (chord bears South 59° 42' 08" East 33.11 feet) to the northwesterly corner of the property described in Document No. 96-032478 of Washington County Deed Records; thence following the west line of said property described in Document No. 96-032478 South 04° 26' 07" West 111.51 feet to the southwest corner of said property; thence following the south line of said property described in Document No. 96-032478 South 85° 33' 53" East 68.63 feet to the southeast corner of said property and being a point on the easterly line of said Lot 6 of Maple Dell; thence following the easterly line of said Lot 6 of Maple Dell South 04° 20' 31" West 246.45 feet to the Point of Beginning.

Doc. # 990205nwvp.doc  
Date: 07/21/2000 3:01 PM

The foregoing Declaration is approved pursuant to ORS 100.005 and 100.625 this 29th day of June, 2000.

FIRST MUTUAL BANK, a Washington stock bank

By: [Signature]  
Its: VP

STATE OF WA )  
 ) ss  
County of KING )

The foregoing instrument was acknowledged before me on 29th June, 2000, by Kenneth A. [Signature], as Vice President of First Mutual Bank, as agent for the [Signature] and deed.



[Signature]  
NOTARY PUBLIC FOR OREGON WASHINGTON  
My Commission Expires: 7-1-02

The foregoing declaration is approved pursuant to ORS 100.110 this 21st day of JULY, 2000.

WASHINGTON COUNTY TAX ASSESSOR

By: [Signature]  
PAUL A. KAUFFMAN

The foregoing declaration is approved pursuant to ORS 100.110 this 18 day of July, 2000; and, in accordance with ORS 100.110 (7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.

SCOTT W TAYLOR  
REAL ESTATE COMMISSIONER

By: [Signature]  
Brian DeMarco

