

AFTER RECORDING, RETURN TO:

SAME AS BELOW

PREPARED BY:

Howard M. Feuerstein
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204

Recorded in MULTNOMAH COUNTY, OREGON

C. Swick, Deputy Clerk

E41 57

ATKLM

Total : 301.00

2006-006941 01/12/2006 02:01:36pm

**DECLARATION SUBMITTING
TWENTY-ONE IRVINGTON CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

**Twenty-One Irvington, LLC
Declarant**

TABLE OF CONTENTS

	Page
Article 1	DEFINITIONS..... 1
1.1	“Association” 1
1.2	“Bylaws” 1
1.3	“Condominium” 1
1.4	“Declarant” 1
1.5	“Declaration” 1
1.7	“Plat” 1
1.8	Incorporation by Reference..... 2
Article 2	SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE..... 2
Article 3	NAME OF CONDOMINIUM..... 2
Article 4	UNITS..... 2
4.1	General Description of Buildings. 2
4.2	General Description, Location and Designation of Units..... 2
4.3	Boundaries of Units. 2
Article 5	GENERAL COMMON ELEMENTS..... 3
Article 6	LIMITED COMMON ELEMENTS..... 3
Article 7	ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS..... 4
Article 8	COMMON PROFITS AND EXPENSES; VOTING 4
8.1	Allocation of Common Profits and Expenses..... 4
8.2	Allocation of Voting Rights..... 4
Article 9	SERVICE OF PROCESS 4
Article 10	USE OF PROPERTY 5
Article 11	MAINTENANCE OF COMMON ELEMENTS..... 5
11.1	Responsibility for Maintenance. 5
11.2	Mortgagee's Rights upon Failure to Maintain..... 5
11.3	Rights of City Upon Failure to Maintain. 5
Article 12	EASEMENTS 5
12.1	In General..... 5
12.2	Encroachments..... 6

12.3	Granting of Easements by Association	6
12.4	Right of Entry.	6
12.5	Easements for Declarant.	6
Article 13	APPROVAL BY MORTGAGEES	7
13.1	Notice of Action.....	7
13.2	Termination and Amendment to Documents.....	7
13.3	Additional Approvals.....	7
13.4	Notice to First Mortgagees of Defaults.....	8
Article 14	ASSOCIATION OF UNIT OWNERS	8
14.1	Organization.....	8
14.2	Membership; Board of Directors.	8
14.3	Powers and Duties.....	8
14.4	Adoption of Bylaws, Declarant Control of Association.	8
Article 15	AMENDMENT.....	9
15.1	How Proposed.....	9
15.2	Approval Required.....	9
15.3	Recordation.....	9
Article 16	SEVERABILITY.....	10
Article 17	APPLICABILITY.....	10

**DECLARATION SUBMITTING
TWENTY-ONE IRVINGTON CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 15th day of Nov., 2005, by **TWENTY-ONE IRVINGTON, LLC**, an Oregon limited liability company ("**Declarant**").

Declarant proposes to create a condominium to be known as Twenty-One Irvington Condominiums, that will be located in the City of Portland, Multnomah County, Oregon. The purpose of this Declaration is to submit the property described in Article 2 below to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

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

Article 1

DEFINITIONS

When used in this Declaration the following terms shall have the following meanings:

1.1 "**Association**" means the association of unit owners established pursuant to Article 14 below.

1.2 "**Bylaws**" means the Bylaws of the Twenty-One Irvington Condominiums Owners Association adopted pursuant to Section 14.4 below as the same may be amended from time to time.

1.3 "**Condominium**" means all of that property submitted to the condominium form of ownership by this Declaration.

1.4 "**Declarant**" means Twenty-One Irvington, LLC, an Oregon limited liability company, and its successors and assigns.

1.5 "**Declaration**" means this Declaration as the same may hereafter be amended.

1.6 "**Mortgage**" and "**Mortgagee**" mean, respectively, a recorded mortgage, trust deed or contract of sale that creates a lien against a unit, and the holder, beneficiary or vendor of such a mortgage, trust deed or contract of sale.

1.7 "**Plat**" means the plat of Twenty-One Irvington Condominiums recorded simultaneously with the recording of this Declaration.

1.8 **Incorporation by Reference.** Except as otherwise provided in this Declaration, each of the terms defined in ORS 100.005, a part of the Oregon Condominium Act, shall have the meanings set forth in such section.

Article 2

SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The property submitted to the Oregon Condominium Act by this Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The land submitted is located in the City of Portland, Multnomah County, Oregon, and is more particularly described in the attached Exhibit A. The property submitted includes the land so described, all buildings, improvements and structures, all easements, and rights and appurtenances located on, belonging to or used in connection with such land.

Article 3

NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "Twenty-One Irvington Condominiums."

Article 4

UNITS

4.1 **General Description of Buildings.** The Condominium consists of two buildings of dwelling units. Each of such buildings contains two stories, with basement. The buildings are of wood frame construction with cedar siding and composition roofs.

4.2 **General Description, Location and Designation of Units.** The Condominium contains 18 units. The designation, location, description of boundaries and area in square feet of each unit are shown on the Plat and the attached Exhibit B.

4.3 **Boundaries of Units.** Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim. The unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces, 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 walls, floors or ceilings shall be a part of the common elements. In addition, each unit shall include the following: (a) All spaces, nonbearing interior partitions, window glass, window frames, entrance and interior doors and door frames and all other fixtures and improvements within the boundaries of the unit; and (b) All outlets of utility and communications service lines, including but not limited to power, light, gas, hot and cold water, heating, refrigeration, air conditioning and waste disposal, security, cable television and telephone, within the boundaries of the unit, but shall not include any part of such lines or ducts themselves.

Article 5

GENERAL COMMON ELEMENTS

The general common elements consist of all portions of the Condominium that are not part of a unit or a limited common element, including, but not limited to, the following:

5.1 The land, pathways, driveways, fences, grounds, laundry facilities, and parking areas, except parking spaces that are designated as limited common elements by Article 6 below.

5.2 Pipes, ducts, flues, chutes, conduits, wires and other utility and communications installations to their outlets.

5.3 Roofs, foundations, bearing and shear walls, perimeter walls, beams, columns and girders to the interior surfaces thereof.

5.4 Stairways, landings, hallways, walkways, entrances and exits that are not part of a unit.

5.5 All other elements of the buildings and the Condominium necessary or convenient to their existence, maintenance and safety, or normally in common use, except as may be expressly designated in this Declaration as part of a unit or a limited common element.

Article 6

LIMITED COMMON ELEMENTS

The following shall constitute limited common elements, the use of which shall be restricted to the units to which they pertain:

6.1 All patios and decks, each of which shall pertain to the unit that it adjoins as shown on the Plat.

6.2 Parking spaces within the adjacent parking lot designated as limited common elements in the Plat, each of which shall pertain to the unit indicated in the attached Exhibit C; provided, however, that any such parking space may be transferred so as to pertain to a different unit by an amendment to this Declaration executed by the owner and any Mortgagee of the unit to which the parking space previously pertained and by the owner of the unit to which the space is being transferred. Such transfer shall be effective upon the recording of such amendment in the Records of Multnomah County, Oregon.

6.3 Storage areas within the basements designated as limited common elements in the Plat, each of which shall pertain to the unit indicated in the attached Exhibit C.

Article 7

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each unit will be entitled to an undivided ownership interest in the common elements determined by the ratio by which the square footage of the particular unit bears to the total square footage of all units combined, as shown on the attached Exhibit B. Each unit's interest in the common elements shall be inseparable from the unit and any conveyance, encumbrance, judicial sale, or other transfer, voluntary or involuntary, of an undivided interest in the common elements shall be void unless the unit to which that interest is allocated is also transferred.

Article 8

COMMON PROFITS AND EXPENSES; VOTING

8.1 **Allocation of Common Profits and Expenses.** The common profits and common expenses of the Condominium shall be allocated to the owner of each unit according to the allocation of undivided interest of such unit in the common elements; provided, however, that upon the sale of each unit to a person other than a successor declarant, the purchaser shall make a contribution to the working capital of the Association equal to two month's of regular Association assessments for the unit as further described in the Bylaws. Except upon termination of the Condominium or as otherwise provided in the Bylaws with respect to damage, destruction or condemnation, any such common profits shall be used solely for the purpose of maintaining, repairing and replacing the common elements or for other expenses or reserves of the Association.

8.2 **Allocation of Voting Rights.** Each unit owner shall be entitled to one vote in the affairs of the Association and for the purposes of this Declaration for each unit owned by such owner; provided, however, that Declarant shall have five votes for each unit owned by Declarant until the earlier of (a) when Declarant has sold and conveyed to a person other than a successor declarant 75 percent or more of the units in the Condominium, or (b) three years after the date of the first conveyance of a unit to a person other than a successor declarant. The method of voting shall be as specified in the Bylaws.

Article 9

SERVICE OF PROCESS

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

Article 10

USE OF PROPERTY

Each unit is to be used for residential purposes as described in the Bylaws. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each unit owner shall be bound by each of such documents.

Article 11

MAINTENANCE OF COMMON ELEMENTS

11.1 **Responsibility for Maintenance.** The necessary work to maintain, repair or replace the common elements shall be the responsibility of the board of directors of the Association and shall be carried out as provided in the Bylaws.

11.2 **Mortgagee's Rights upon Failure to Maintain.** If the Mortgagee of any unit determines that the board of directors is not providing an adequate maintenance, repair and replacement program for the common elements, such Mortgagee, at its option, may give a notice to the board of directors by delivering same to the registered agent, setting forth the particular defect that it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the Mortgagee, upon written notice to the registered agent that it is exercising its proxy rights, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a Mortgage on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.

11.3 **Rights of City Upon Failure to Maintain.** The provisions of this Declaration and of the Bylaws regarding the maintenance, repair and replacement of the common elements shall be deemed to be for the benefit of the City of Portland, as well as the unit owners, and the City may enforce such provisions by appropriate proceedings at law or in equity. Without limitation to the foregoing, the City may deliver a written notice to the board of directors by delivering the same to the registered agent, setting forth the particular defect that it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 30 days after receipt of the notice, or, if such correction cannot reasonably be completed within such time, the Association fails within such time to commence and pursue the correction with reasonable diligence, then the City may take necessary curative action. In such event, the cost of correction by the City shall constitute a lien against each unit and its interest in the common elements based upon such unit's share of the common expenses as provided in this Declaration.

Article 12

EASEMENTS

12.1 **In General.** Each unit has an easement in and through each other unit and the common elements for all support elements and utility, wiring, heat, plumbing, and service elements, and for reasonable access thereto, as required to effectuate and continue proper

operation of the Condominium, including, without limitation, easements as required for the electrical wiring and plumbing for each unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common elements reserved by law. Each unit owner has an unrestricted right of ingress and egress to his or her unit. This right is perpetual and passes with the ownership of the unit.

12.2 **Encroachments.** 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 the rights and obligations of owners shall not be altered in any way by the encroachment. This provision does not relieve a unit owner of liability in the case of willful misconduct of the unit owner, or relieve Declarant or any contractor, subcontractor or materialman from any liability as a result of failure to adhere to the Plat. The encroachments described in this Section 12.2 shall not be construed to be encumbrances affecting the marketability of title to any unit.

12.3 **Granting of Easements by Association.** Subject to the requirements of ORS 100.405(6), the Association may grant, execute, acknowledge, deliver and record on behalf of the unit owners leases, easements, rights-of-way, licenses, and similar interests affecting the common elements and consent to vacation of roadways within and adjacent to the Condominium. Any such instrument shall be executed by the chairperson and secretary of the Association. No such interest may be granted with regard to a limited common element unless the owners and Mortgagees of the units having the right to use such limited common element consent to and join in the instrument granting the interest.

12.4 **Right of Entry.** The board of directors of the Association, managing agent, manager or any other person authorized by the board of directors shall have the right to enter any unit and limited common element in the case of an emergency originating in or threatening such unit or other condominium property, whether or not the owner is present at the time. Such persons shall also have the right to enter any unit and limited common element for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

12.5 **Easements for Declarant.** Declarant and Declarant's agents, successors and assigns shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of completing or making repairs to existing structures, for the purpose of 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 Declarant as model units and the right to use a unit as a sales office, and for the purpose of discharging any other obligation of Declarant or exercising any other special Declarant right, whether arising under the Oregon Condominium Act or reserved in this Declaration or the Bylaws. For a period of ten (10) years following recording of this Declaration, Declarant shall have a right to inspect the common

elements of the Condominium and the Association's records regarding inspections and maintenance of the Condominium.

Article 13

APPROVAL BY MORTGAGEES

13.1 **Notice of Action.** Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the unit number or address of the unit on which it has (or insures or guarantees) the Mortgage, any such Mortgagee shall be entitled to timely written notice of the following:

(a) Any condemnation or casualty loss that affects a material portion of the Condominium or affects the unit securing its Mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by an owner of any unit on which it holds the Mortgage.

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

(d) Any proposed action that would require consent of a specified percentage of Mortgages as required by this article.

13.2 **Termination and Amendment to Documents.**

(a) Unless a greater vote is required by this Declaration, the Bylaws or the Oregon Condominium Act, the approval of Mortgagees holding Mortgages on units that have at least 51 percent of the voting rights of units subject to Mortgages shall be required to terminate the legal status of the project as a condominium.

(b) Except when a greater percent is required by the Declaration or Bylaws, or a greater or lesser percent is required by the Oregon Condominium Act, the consent of the Mortgagees holding Mortgages on units that have at least 51 percent of the voting rights of the units subject to Mortgages shall be required for any amendments to the Declaration or Bylaws of a material adverse nature to the Mortgagees.

(c) An addition or amendment to the Declaration or Bylaws shall not be considered material or adverse for purposes of Section 13.2(b) if it is for the purpose of correcting technical errors, or for clarification only. Any Mortgagee who receives a written request to approve any termination, additions or amendments and who does not deliver or post to the requesting party a negative response within 60 days shall after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, return receipt requested, be deemed to have approved such request.

13.3 **Additional Approvals.** In addition to any other or greater approvals required by the Oregon Condominium Act, this Declaration or the Bylaws, the prior written approval of two-thirds of the holders of first Mortgages on units in the Condominium (based upon one vote for

each first Mortgage owned) or unit owners (other than Declarant) must be obtained for the following:

- (a) Abandonment or termination of the Condominium regime.
- (b) Any change in the pro rata interest or obligations of any individual unit for (a) purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each unit in the common elements.
- (c) The partition or subdivision of any unit.
- (d) Abandonment, partition, subdivision, 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 project shall not be deemed a transfer within the meaning of this clause.
- (e) 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 project.

13.4 **Notice to First Mortgagees of Defaults.** Any first Mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the owner of the Mortgaged unit of any obligation under this Declaration, the rules and regulations or the Bylaws that is not cured within 60 days.

Article 14

ASSOCIATION OF UNIT OWNERS

14.1 **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 "Twenty-One Irvington Condominiums Owners Association," and the Association shall be an Oregon nonprofit corporation.

14.2 **Membership; Board of Directors.** Each unit owner shall be a member of the Association. The affairs of the Association shall be governed by a board of directors as provided in the Bylaws.

14.3 **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 it by this Declaration or the Bylaws.

14.4 **Adoption of Bylaws, Declarant Control of Association.** Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association, which

Bylaws are attached as Exhibit D. Declarant specifically reserves the right to control the Association by appointing the interim directors of the Association until the organizational and turnover meeting of the Association has been held and the unit owners have elected regular directors as provided in Sections 2.2 and 3.3 of the Bylaws. In addition, Declarant shall have the right to consent to any amendment to the Declaration or the Bylaws as provided in Section 15.2 below and Section 9.2 of the Bylaws, and a weighted vote in the Association as provided in Section 8.2 above.

Article 15

AMENDMENT

15.1 **How Proposed.** Amendments to the Declaration shall be proposed by either a majority of the board of directors or by unit owners holding thirty percent (30%) or more of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

15.2 **Approval Required.** Except as may otherwise be provided in this Declaration or by the Oregon Condominium Act, this Declaration may be amended if such amendment is approved by unit owners holding 75 percent of the voting rights of the Condominium, without regard to any weighted vote otherwise allocable to units owned by Declarant, and by Mortgagees to the extent required by Article 13. Declarant's prior written consent shall also be required so long as Declarant owns 25 percent or more of the units in the Condominium, but no such consent shall be required after ten years from the date of conveyance of the first unit to a person other than a successor declarant. Except as otherwise permitted by the Oregon Condominium Act, no amendment may change the size, location, allocation of undivided interest in the common elements, the method of determining liability for common expenses, the method of determining the right to common profits, or the method of determining voting rights of any unit unless such amendment has been approved by the owners and Mortgagees of the affected unit. Any amendment that would limit or diminish any special Declarant rights established in this Declaration or the Bylaws, including, without limitation, any amendment that could unreasonably interfere with the sale, lease or other disposition of units owned by Declarant or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved for Declarant or which would impose any discriminatory charge or fee against Declarant, shall require the written consent of Declarant.

15.3 **Recordation.** The amendment shall be effective upon recordation in the Deed Records of Multnomah County, Oregon, of the Declaration as amended or of the amendment thereto, certified to by the chairperson and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Oregon Condominium Act, and approved by the county assessor and the Real Estate Commissioner if such approvals are required by the Oregon Condominium Act.

Article 16

SEVERABILITY

Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the Bylaws.

Article 17

APPLICABILITY

Each unit owner, including Declarant as to any unsold unit, shall be subject to all of the rights and duties assigned to unit owners under the terms of the Declaration and Bylaws. All present and future owners, tenants, subtenants and occupants of units, and all present and future employees, agents, visitors and licensees of unit owners, shall be subject to and comply with the provisions of this Declaration, the Bylaws and all rules and regulations adopted thereunder, as they may be amended from time to time.

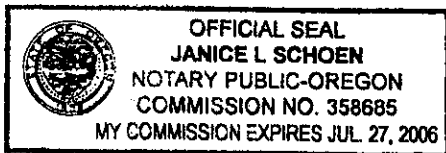
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first set forth above.

TWENTY-ONE IRVINGTON, LLC, an Oregon limited liability company

By: [Signature]
Brian Pienovi, Member

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 15th day of November 2005 by Brian Pienovi, Member of Twenty-One Irvington, LLC, an Oregon limited liability company, on its behalf.



[Signature]
Notary Public for Oregon
My commission expires:
Commission No.: 9/27/2006

The foregoing Declaration is approved this 12TH day of JANUARY, ~~2005~~ 2006.

ASSESSOR AND TAX COLLECTOR
FOR MULTNOMAH COUNTY

By [Signature]

The foregoing Declaration is approved pursuant to ORS 100.110 this 10TH day of JANUARY, 2006 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]

EXHIBIT A

Legal Description

The real property, being a portion of Lot 13 and all of Lots 14-16 of Block 14, "John Irving's 1st Addition to East Portland," a duly recorded subdivision, Multnomah County Plat Records, located in the SE ¼ of the SE ¼ of Section 26, Township 1 North, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, and being more particularly described as follows:

Beginning at the initial point, being the Northeast corner of said Lot 16, which is marked by a 5/8" iron rod with a yellow plastic cap stamped "Northwest Surveying, LLC"; thence along the Westerly right-of-way line of N.E. 21st Avenue, South 00°00'13" West 100.00 feet to the Southeast corner of said Lot 16, from said point a 5/8" iron rod with no cap bears South 23°26'13" East 0.11 feet; thence along the South lines of said Lot 16, 15, 14 and 13, North 89°59'43" West 189.94 feet to a 5/8" iron rod with a yellow plastic cap stamped "Northwest Surveying, LLC" at the Southwest corner of the East 40.00 feet of said Lot 13; thence along the West line of said East 40.00 feet of Lot 13, North 00°00'23" East 99.98 feet to the Southerly right-of-way line of N.E. Hancock Street, from said point a brass nail with ¾" brass washer stamped "Stubbs 55469LS" bears North 00°00'23" East 4.00 feet; thence along said Southerly right-of-way line, South 90°00'00" East 189.94 feet to the initial point.

EXHIBIT B

Unit Square Footages and Undivided Interests

<u>Unit</u>	<u>Square Footage</u>	<u>Undivided Interest</u>
2002	639	639/14182
2004	639	639/14182
2006	1039	1039/14182
2008	1039	1039/14182
2010	857	857/14182
2012	857	857/14182
2014	1039	1039/14182
2016	1039	1039/14182
2020	785	785/14182
2022	785	785/14182
2024	785	785/14182
2026	785	785/14182
2028	554	554/14182
2030	554	554/14182
2032	785	785/14182
2034	785	785/14182
2036	608	608/14182
2038	608	608/14182
TOTAL	14182	1

EXHIBIT C

Parking Space and Storage Unit Assignments

<u>Unit</u>	<u>Parking Space</u>	<u>Storage Space</u>
2002	P-3	S-1
2004	P-16	S-2
2006	P-2	S-3 and S-4
2008	P-1	S-5 and S-6
2010	P-4	S-7
2012	P-5	S-8
2014	P-6	S-9 and S-10
2016	P-7	S-11 and S-12
2020	P-11	S-13 and S-14
2022	P-10	S-15
2024	P-8	S-16
2026	P-9	S-17 and S-18
2028	--	S-19
2030	--	S-20
2032	P-13	S-21
2034	P-15	S-22
2036	P-12	S-23
2038	P-14	S-24

TWENTY-ONE IRVINGTON CONDOMINIUMS

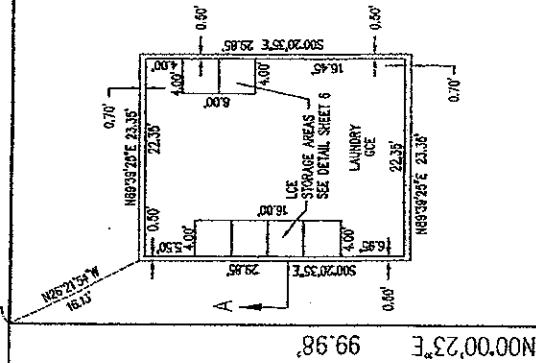
PLAT BOOK 1212- PAGE 411

A REPLAT OF A PORTION OF LOT 13 AND ALL OF LOT 14, LOT 15 AND LOT 16, BLOCK 14, OF "JOHN IRVING'S 1ST ADDITION TO EAST PORTLAND", LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

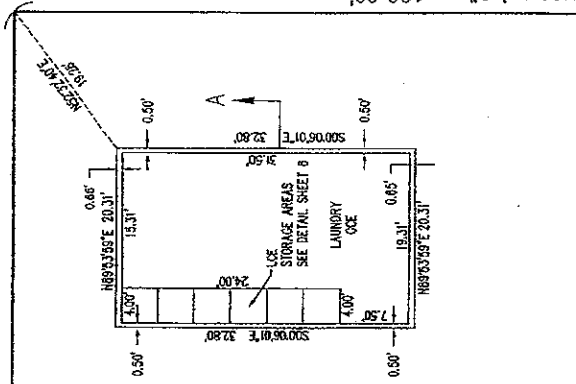
DATE DRAWN : OCTOBER 17, 2006
SHEET 2 OF 6

S90°00'00"E 189.94'

BASEMENT



N00°00'23"E 99.98'



N00°00'13"E 100.00'

N89°59'43"W 189.94'

NOTES:
1) DIMENSIONS OF BUILDINGS, UNITS, AND LCE'S ARE PERPENDICULAR.

LEGEND

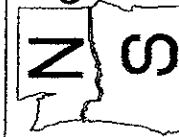
CCE GENERAL COMMON ELEMENT
LCE LIMITED COMMON ELEMENT
SF SQUARE FEET

I. CLINTON H. STUBBS JR., PLS. NO. 55465. NUMBER CERTIFY THAT THIS PLAN IS TRUE AND CORRECT COPY OF THE ORIGINAL
7/27/2006

REGISTERED PROFESSIONAL LAND SURVEYOR
CLINTON H. STUBBS JR.
RENEWAL DATE: 07/30/06



JOB NAME:	21-IRVINGTON
JOB NUMBER:	76
DRAWN BY:	NFC
CHECKED BY:	CHS
DRAWING NO.:	76PLAT



BOUNDARY TOPOGRAPHIC CONSTRUCTION CADASTRAL
NORTHWEST
SURVEYING, LLC
PO BOX 7177 BEAVERTON, OR 97007
PHONE: 503-648-2127 FAX: 503-648-2178
EMAIL: nwsurveying@verizon.net

TWENTY-ONE IRVINGTON CONDOMINIUMS

PLAT BOOK 1212

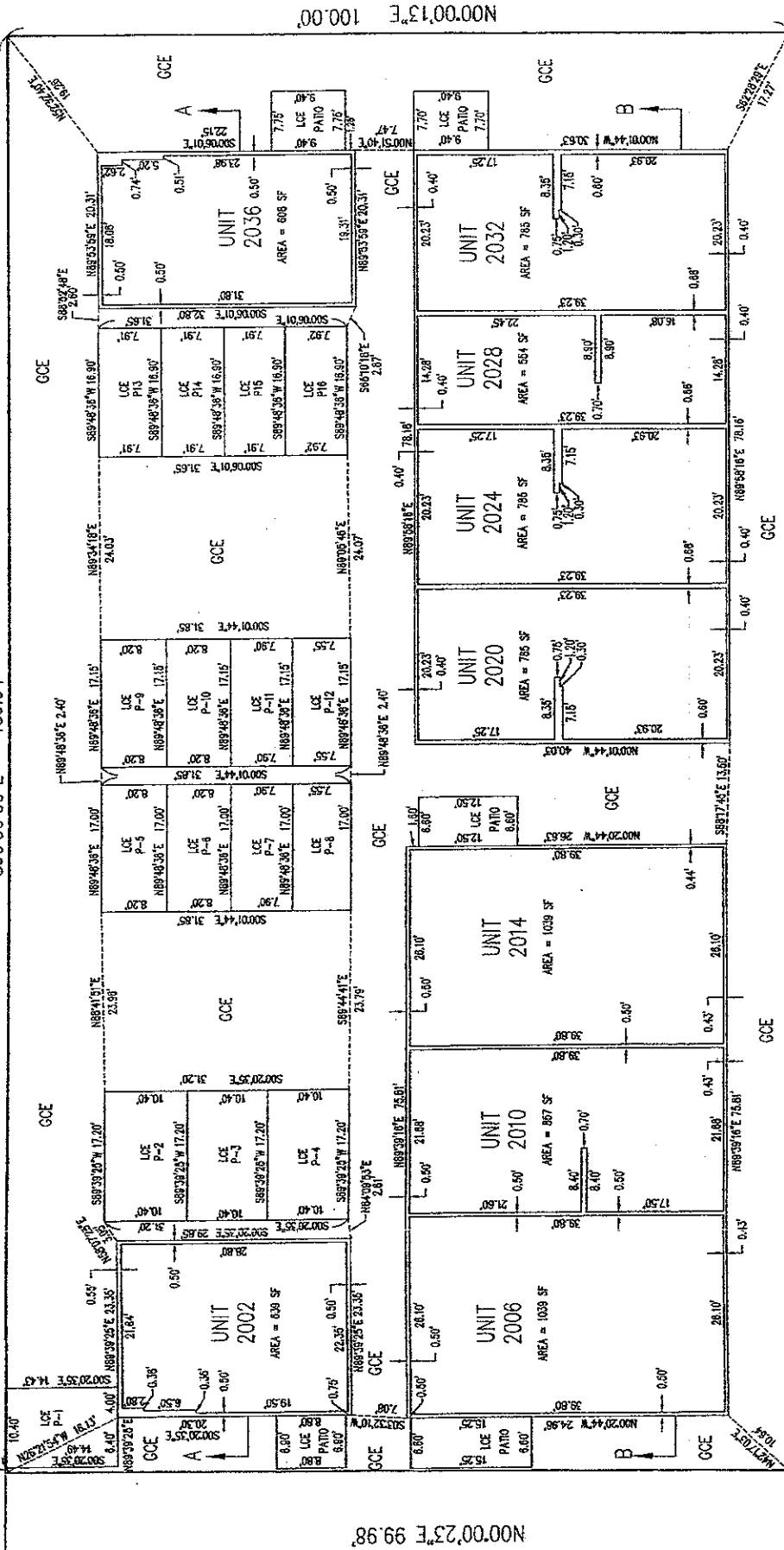
AGE 412

A REPLAT OF A PORTION OF LOT 13 AND ALL OF LOT 14, LOT 15 AND LOT 16, BLOCK 14, OF JOHN IRVING'S 1ST ADDITION TO EAST PORTLAND,
 LOCATED IN THE SE 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE DRAWN: OCTOBER 17, 2005
 SHEET 3 OF 6

FIRST FLOOR

S90°00'00"E 189.94'



N00°00'13"E 100.00'

N00°00'23"E 99.98'

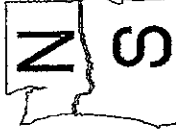
PREPARED FOR
 REALTY INVEST
 1220 NW COMMERCE ST. 130
 PORTLAND, OR 97209

N89°59'43"W 189.94'

I. CLAYTON H. STUBBS JR., P.E.S. NO. 58965
 58965 N. HENRY ST. PORTLAND, OR 97205
 P.E.S. IS HEREBY CERTIFIED TRUE AND CORRECT COPY OF THE ORIGINAL

REGISTERED PROFESSIONAL LAND SURVEYOR
 CLAYTON H. STUBBS JR.
 58965 N. HENRY ST. PORTLAND, OR 97205
 P.E.S. NO. 58965

JOB NAME:	21-IRVINGTON
JOB NUMBER:	78
DRAWN BY:	NFC
CHECKED BY:	CHS
DRAWING NO.:	76PLAT



LEGEND
 GCE GENERAL COMMON ELEMENT
 LCE LIMITED COMMON ELEMENT
 SF SQUARE FEET

NOTES:
 1) CORNERS OF BUILDINGS, UNITS, AND LOTS ARE PERPENDICULAR, UNLESS NOTED OTHERWISE.

BOUNDARY TOPOGRAPHIC CONSTRUCTION CADASTRAL
NORTHWEST
SURVEYING, LLC
 PO BOX 7177 BEAVERTON, OR 97007
 PHONE: 503-848-2127 FAX: 503-848-2178
 EMAIL: info@nwsurveying.com

TWENTY-ONE IRVINGTON CONDOMINIUMS

PLAT BOOK 1212

Sheet 4 of 6

A REPLAT OF A PORTION OF LOT 13 AND ALL OF LOT 14, LOT 15 AND LOT 16, BLOCK 14, OF JOHN IRVING'S 1ST ADDITION TO EAST PORTLAND,
 LOCATED IN THE SE 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

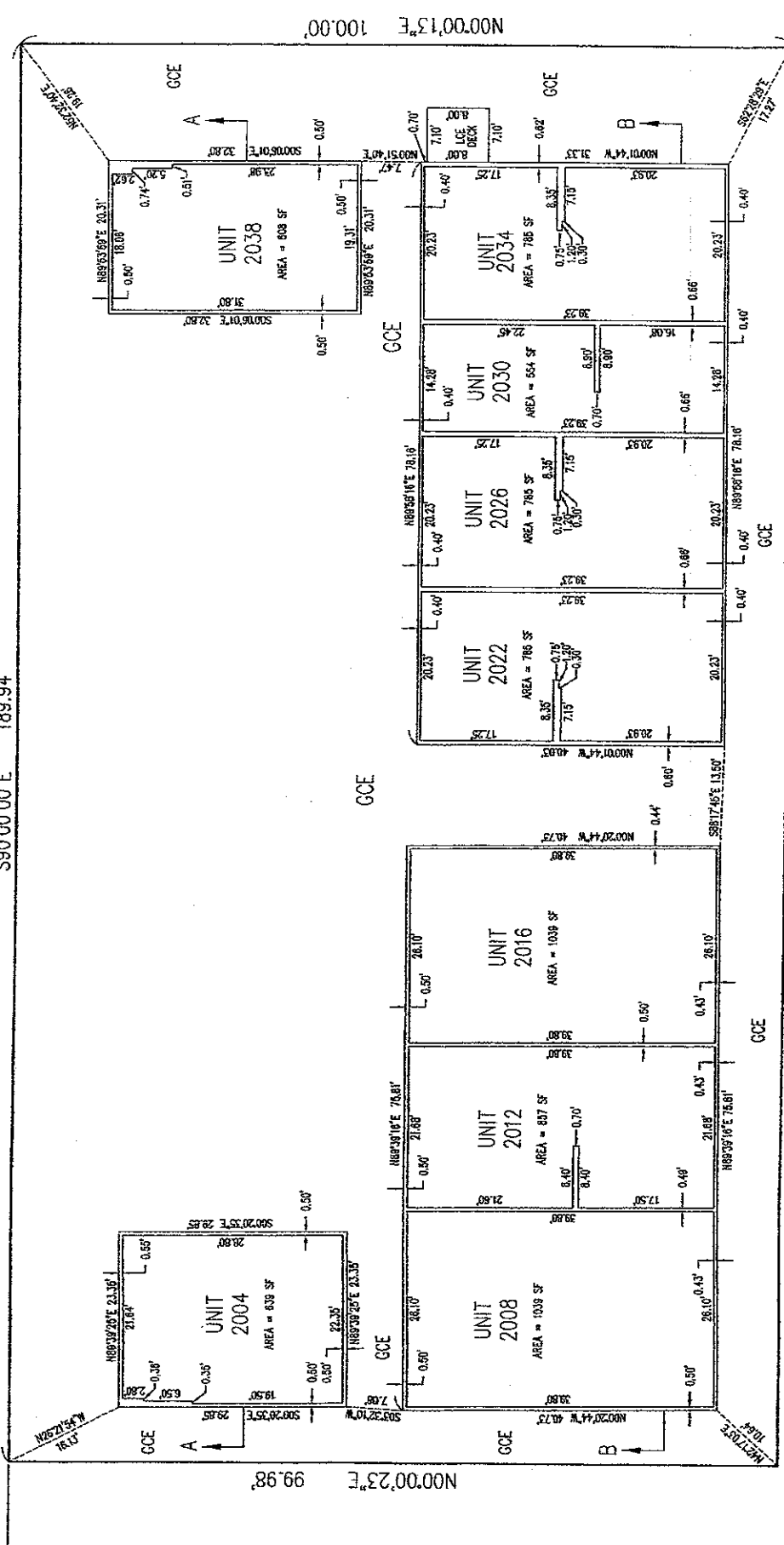
PREPARED FOR
 REALTY TRUST
 1220 NW LOVEJOY, SUITE 130
 PORTLAND, OR 97209

SECOND FLOOR

DATE DRAWN: OCTOBER 17, 2005

SHEET 4 OF 6

S90°00'00"E 189.94'



N89°59'43"W 189.94'

N00°00'13"E 100.00'

S90°00'00"E 189.94'

N00°00'23"E 99.98'

NOTES:

- 1) CORNERS OF BUILDINGS, UNITS, AND LCE'S ARE PERPENDICULAR.

LEGEND

- GCE GENERAL COMMON ELEMENT
- LCE LIMITED COMMON ELEMENT
- SF SQUARE FEET

I. CLYTON H. STUBBS, JR., PLS. NO. 55486, HAS BEEN DULY QUALIFIED AS A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON. THIS PLAT IS TRUE AND EXACT COPY OF THE ORIGINAL.

REGISTERED PROFESSIONAL LAND SURVEYOR
 I. CLYTON H. STUBBS, JR.
 1000 1/2 AVENUE
 SEASIDE, OREGON 97138
 EXPIRES: 06/30/08



JOB NAME:	21-IRVINGTON
JOB NUMBER:	70
DRAWN BY:	NFC
CHECKED BY:	CHS
DRAWING NO.:	70PLAT

NORTHWEST SURVEYING, LLC
 BOUNDARY TOPOGRAPHIC CONSTRUCTION CADASTRAL
 80 BOX 7177 BEAVERTON, OR 97007
 PHONE: 503-648-2127 FAX: 503-648-2179
 EMAIL: nwsurveys@northwestsurveying.com

TWENTY-ONE IRVINGTON CONDOMINIUMS

PLAT BOOK 12-12

PAGE 4/4

A REPLAT OF A PORTION OF LOT 13 AND ALL OF LOT 14, LOT 15 AND LOT 16, BLOCK 14, OF "JOHN IRVING'S 1ST ADDITION TO EAST PORTLAND",

LOCATED IN THE SE 1/4 OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,

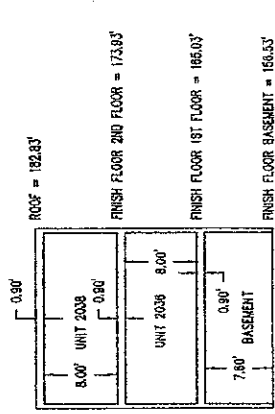
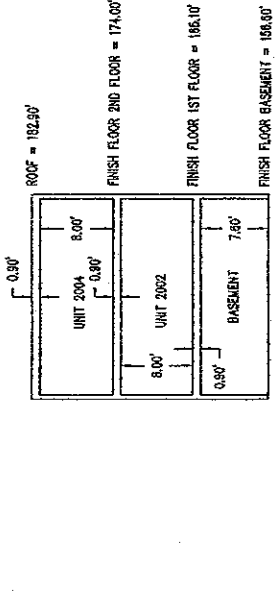
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE DRAWN : OCTOBER 17, 2005

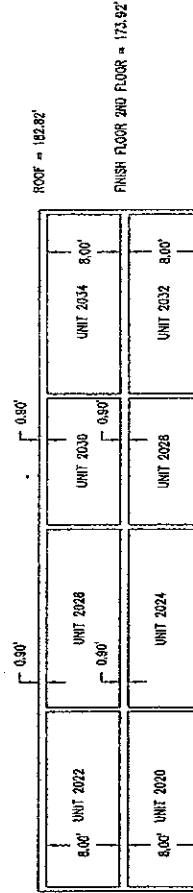
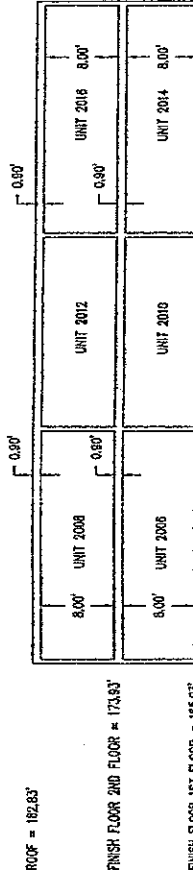
SHEET 5 OF 6

PREPARED FOR
REALTY TRUST
1200 NW LOVEJOY, SUITE 1300
PORTLAND, OR 97209

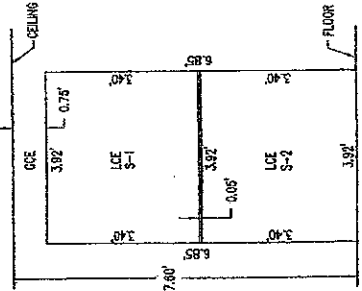
BUILDING CROSS SECTION A-A



BUILDING CROSS SECTION B-B



CROSS SECTION TYPICAL FOR
STACKED STORAGE AREAS
GRID NUMBER ON TOP
EVEN NUMBER ON BOTTOM



CLINTON H. STUBBS JR., PLS NO. 36865, HEREBY CERTIFY THAT THIS PLAN IS TRUE AND EXACT COPY OF THE ORIGINAL.
12/23/05
REGISTERED PROFESSIONAL LAND SURVEYOR
CLINTON H. STUBBS JR.
5548BIS
RENEWAL DATE: 06/30/06

NOTES:
1) CORNERS OF BUILDINGS, UNITS, AND LOTS ARE PERPENDICULAR.

NOTES:
ELEVATIONS ARE BASED ON A CITY OF PORTLAND BENCH MARK NUMBER 4878, BEING A BRASS DISK LOCATED IN THE CURB AT THE NORTHEAST CORNER OF THE INTERSECTION OF NE TULLAMOX STREET AND NE 21ST AVENUE. THE BENCH MARK HAS A PUBLISHED ELEVATION OF 168.60, CITY OF PORTLAND DATUM.

JOB NAME:	21-IRVINGTON
JOB NUMBER:	70
DRAWN BY:	NFC
CHECKED BY:	CHS
DRAWING NO.:	7061AT

BOUNDARY TOPOGRAPHIC CONSTRUCTION CADASTRAL

NORTHWEST

SURVEYING, LLC

PO BOX 7177 BEAVERTON, OR 97007
PHONE: 503-848-2127 FAX: 503-848-2178
EMAIL: nwsurveying@verizon.net



TWENTY-ONE IRVINGTON CONDOMINIUMS

PLAT BOOK 1212 PAGE 415

A REPLAT OF A PORTION OF LOT 13 AND ALL OF LOT 14, LOT 15 AND LOT 16, BLOCK 14, OF JOHN IRVING'S 1ST ADDITION TO EAST PORTLAND, LOCATED IN THE SE 1/4 OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON
DATE DRAWN: OCTOBER 17, 2005
SHEET 6 OF 6

PREPARED FOR
REALTY TRUST
1220 NW LOVEGOT, SUITE 130
PORTLAND, OR 97209

SURVEYOR'S CERTIFICATE

I, CLINTON H. STUBBS JR., HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS REPRESENTED ON THE ANNEXED MAP OF "TWENTY-ONE IRVINGTON CONDOMINIUMS", BEING A PORTION OF LOT 13 AND ALL OF LOTS 14-16 OF BLOCK 14, "JOHN IRVING'S 1ST ADDITION TO EAST PORTLAND", A DULY RECORDED SUBDIVISION, MULTNOMAH COUNTY PLAT RECORDS, LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INITIAL POINT, BEING THE NORTHEAST CORNER OF SAID LOT 16, WHICH IS MARKED BY A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "NORTHWEST SURVEYING, LLC", THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF N.E. 21ST AVENUE, SOUTH 03°07'13" WEST 100.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16, FROM SAID POINT A 5/8" IRON ROD WITH NO CAP BEARS SOUTH 23°26'13" EAST 0.11 FEET, THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LOT 16, FROM SAID POINT A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "NORTHWEST SURVEYING, LLC", AT THE SOUTHWEST CORNER OF THE EAST 40.00 FEET OF SAID LOT 13; THENCE ALONG THE WEST LINE OF SAID EAST 40.00 FEET OF LOT 13, NORTH 03°02'23" EAST 98.98 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF N.E. HANCOCK STREET, FROM SAID POINT A BRASS NAIL WITH 3/4" BRASS WASHER STAMPED "STUBBS 5446825 BEARS NORTH 09°07'23" EAST 4.00 FEET, THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 90°00'00" EAST 185.94 FEET TO THE INITIAL POINT.

CONTAINING 18,992 SQUARE FEET, MORE OR LESS.

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT TWENTY-ONE IRVINGTON LLC, AN OREGON LIMITED LIABILITY COMPANY, AS THE OWNER OF THE LANDS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, DOES HEREBY DECLARE THE ANNEXED MAP OF "TWENTY-ONE IRVINGTON CONDOMINIUMS" TO BE TRUE AND CORRECT, AND DOES HEREBY CONVEY SAID PROPERTY TO THE PERSONS AND PROFESSIONS OF THE OREGON CONDOMINIUM ACT, THE PROPERTY AND IMPROVEMENTS DESCRIBED AND DEPICTED ON THE PLAT ARE SUBJECT TO THE PROVISIONS OF THE OREGON REBLENDED STATUTES THROUGH TO 10/6/20.

TWENTY-ONE IRVINGTON LLC,
AN OREGON LIMITED LIABILITY COMPANY

BY: [Signature]
BRIAN H. PIERSON (MEMBER)

ACKNOWLEDGMENT

STATE OF OREGON }
COUNTY OF MULTNOMAH } SS.

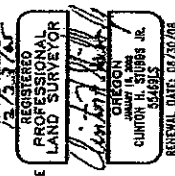
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF December, 2005, BY BRIAN H. PIERSON, MEMBER OF TWENTY-ONE IRVINGTON, LLC, ON ITS BEHALF.

NOTARY SIGNATURE: [Signature]
NOTARY PUBLIC FOR OREGON: Karen Hays

MY COMMISSION EXPIRES: 11-19-06 November 19, 2006
COMMISSION NO. 361886

UNIT	AREA (SQ. FEET)	UNIT AREA	UNIT AREA
2002	6.59	20.04	10.93
2003	6.59	20.04	10.93
2004	6.59	20.04	10.93
2005	6.59	20.04	10.93
2006	6.59	20.04	10.93
2007	6.59	20.04	10.93
2008	6.59	20.04	10.93
2009	6.59	20.04	10.93
2010	6.59	20.04	10.93
2011	6.59	20.04	10.93
2012	6.59	20.04	10.93
2013	6.59	20.04	10.93
2014	6.59	20.04	10.93
2015	6.59	20.04	10.93
2016	6.59	20.04	10.93
2017	6.59	20.04	10.93
2018	6.59	20.04	10.93
2019	6.59	20.04	10.93
2020	6.59	20.04	10.93
2021	6.59	20.04	10.93
2022	6.59	20.04	10.93
2023	6.59	20.04	10.93
2024	6.59	20.04	10.93
2025	6.59	20.04	10.93
2026	6.59	20.04	10.93
2027	6.59	20.04	10.93
2028	6.59	20.04	10.93
2029	6.59	20.04	10.93
2030	6.59	20.04	10.93
2031	6.59	20.04	10.93
2032	6.59	20.04	10.93
2033	6.59	20.04	10.93
2034	6.59	20.04	10.93
2035	6.59	20.04	10.93
2036	6.59	20.04	10.93
2037	6.59	20.04	10.93
2038	6.59	20.04	10.93
2039	6.59	20.04	10.93
2040	6.59	20.04	10.93
2041	6.59	20.04	10.93
2042	6.59	20.04	10.93
2043	6.59	20.04	10.93
2044	6.59	20.04	10.93
2045	6.59	20.04	10.93
2046	6.59	20.04	10.93
2047	6.59	20.04	10.93
2048	6.59	20.04	10.93
2049	6.59	20.04	10.93
2050	6.59	20.04	10.93
2051	6.59	20.04	10.93
2052	6.59	20.04	10.93
2053	6.59	20.04	10.93
2054	6.59	20.04	10.93
2055	6.59	20.04	10.93
2056	6.59	20.04	10.93
2057	6.59	20.04	10.93
2058	6.59	20.04	10.93
2059	6.59	20.04	10.93
2060	6.59	20.04	10.93
2061	6.59	20.04	10.93
2062	6.59	20.04	10.93
2063	6.59	20.04	10.93
2064	6.59	20.04	10.93
2065	6.59	20.04	10.93
2066	6.59	20.04	10.93
2067	6.59	20.04	10.93
2068	6.59	20.04	10.93
2069	6.59	20.04	10.93
2070	6.59	20.04	10.93
2071	6.59	20.04	10.93
2072	6.59	20.04	10.93
2073	6.59	20.04	10.93
2074	6.59	20.04	10.93
2075	6.59	20.04	10.93
2076	6.59	20.04	10.93
2077	6.59	20.04	10.93
2078	6.59	20.04	10.93
2079	6.59	20.04	10.93
2080	6.59	20.04	10.93
2081	6.59	20.04	10.93
2082	6.59	20.04	10.93
2083	6.59	20.04	10.93
2084	6.59	20.04	10.93
2085	6.59	20.04	10.93
2086	6.59	20.04	10.93
2087	6.59	20.04	10.93
2088	6.59	20.04	10.93
2089	6.59	20.04	10.93
2090	6.59	20.04	10.93
2091	6.59	20.04	10.93
2092	6.59	20.04	10.93
2093	6.59	20.04	10.93
2094	6.59	20.04	10.93
2095	6.59	20.04	10.93
2096	6.59	20.04	10.93
2097	6.59	20.04	10.93
2098	6.59	20.04	10.93
2099	6.59	20.04	10.93
2100	6.59	20.04	10.93

I, CLINTON H. STUBBS JR., PLS NO. 95486LS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND EXACT COPY OF THE ORIGINAL.



SURVEYOR'S CERTIFICATE OF COMPETITION

CLINTON H. STUBBS JR., REGISTERED PROFESSIONAL LAND SURVEYOR DOES HEREBY CERTIFY THAT THE PLAT OF TWENTY-ONE IRVINGTON CONDOMINIUMS FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS AND OF THE BUILDINGS, AND THAT CONSTRUCTION OF THE UNITS AND BUILDINGS AS DEPICTED ON SUCH PLAT, HAS BEEN COMPLETED.

DATED THIS 23rd DAY OF December, 2005.

[Signature]
REGISTERED PROFESSIONAL LAND SURVEYOR

NOTES:
1) CORNERS OF BUILDINGS, UNITS, AND LOTS ARE PERPENDICULAR.

BOUNDARY TOPOGRAPHIC CONSTRUCTION CADASTRAL

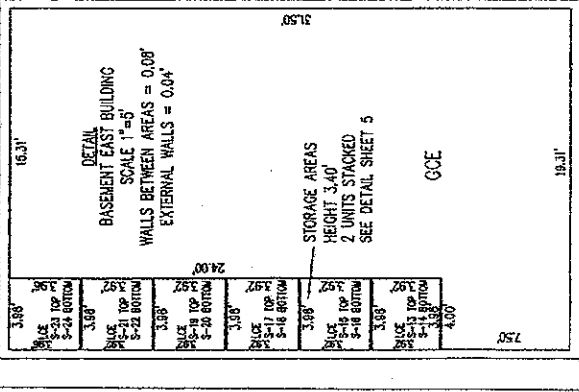
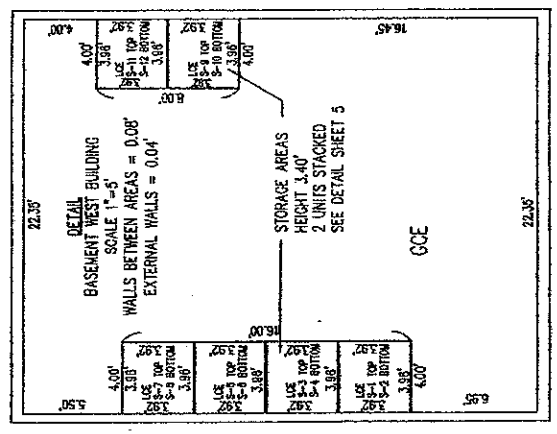
NORTHWEST

PO BOX 7177 BEAVERTON, OR 97007
PHONE: 503-848-2127 FAX: 503-848-2179
EMAIL: nwsurveying@verizon.net

SURVEYING, LLC

JOB NAME: 21-IRVINGTON
JOB NUMBER: 78
DRAWN BY: NFC
CHECKED BY: CHS
DRAWING NO.: 78PLAT

STORAGE DETAIL



TWENTY-ONE IRVINGTON CONDOMINIUMS

(PLAT BOOK 1272, PAGES 40-45)
 PLAT AMENDMENT

LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
 CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE: MAY 11, 2006
 SHEET 1 OF 1

PLAT BOOK 1280 PAGE 07

PREPARED FOR
 REALTY TRUST
 1220 NW LOWERY, SUITE 100
 PORTLAND, OR 97208

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CONVERT GENERAL COMMON ELEMENTS PLATTED TO UNIT 2006 TO LIMITED COMMON ELEMENTS, AS GRAPHICALLY SHOWN. ALL PROPERTY LINES, FOUNDATION LINES, ADJACENT UNITS AND LIMITED COMMON ELEMENT BOUNDARIES ARE PER THE PLAT OF TWENTY-ONE IRVINGTON CONDOMINIUMS, RECORDED IN BOOK 1272, PAGES 40 THROUGH 45, MULTNOMAH COUNTY PLAT RECORDS.

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT TWENTY-ONE IRVINGTON CONDOMINIUMS OWNERS ASSOCIATION (THE ASSOCIATION) HEREBY DECLARES AND DECLARES THAT THE PLAT OF TWENTY-ONE IRVINGTON CONDOMINIUMS IS CORRECT AND ACCURATE IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION OF TWENTY-ONE IRVINGTON CONDOMINIUMS, RECORDED IN BOOK 1272, PAGES 40 THROUGH 45, MULTNOMAH COUNTY PLAT RECORDS.

TWENTY-ONE IRVINGTON CONDOMINIUMS OWNERS ASSOCIATION

BY: [Signature]
 BRON H. STUBBS, JR. (PRESIDENT)

BY: [Signature]
 DENNIS BRADUFFE (SECRETARY)

ACKNOWLEDGMENT

STATE OF OREGON }
 COUNTY OF MULTNOMAH }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF MAY, 2006, BY BRON H. STUBBS, JR. AND DENNIS BRADUFFE, BOTH BEING PERSONS WHOSE IDENTITIES AND CAPACITY I AM SURE OF FROM PERSONAL KNOWLEDGE.

NOTARY SIGNATURE: [Signature]
 NOTARY PUBLIC FOR OREGON: Stephanie Hendricks
 MY COMMISSION EXPIRES: JUNE 14, 2010
 COMMISSION NO.: 407198

ACKNOWLEDGMENT

STATE OF OREGON }
 COUNTY OF MULTNOMAH }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12th DAY OF MARCH, 2007, BY BRON H. STUBBS, JR. AND DENNIS BRADUFFE, BOTH BEING PERSONS WHOSE IDENTITIES AND CAPACITY I AM SURE OF FROM PERSONAL KNOWLEDGE.

NOTARY SIGNATURE: [Signature]
 NOTARY PUBLIC FOR OREGON: Stephanie Hendricks
 MY COMMISSION EXPIRES: JUNE 14, 2010
 COMMISSION NO.: 407198

APPROVALS

APPROVED THIS 21st DAY OF December, 2006,
 COUNTY SURVEYOR, MULTNOMAH COUNTY, OREGON

BY: [Signature]
 Robert O. Hendricks

- NOTES:
- 1) SUBJECT TO FIRST AMENDMENT TO DECLARATION AND PLAT OF TWENTY-ONE IRVINGTON CONDOMINIUMS RECORDED IN DOCUMENT NO. 2067-02780, MULTNOMAH COUNTY DEED RECORDS.
 - 2) SUBJECT TO DECLARATION OF CONDOMINIUM OWNERSHIP ON TWENTY-ONE IRVINGTON CONDOMINIUMS AS RECORDED IN DOCUMENT NUMBER 2067-02884, MULTNOMAH COUNTY DEED RECORDS.
 - 3) OWNERS OF BUILDINGS, UNITS, AND LOTS ARE RESPONSIBLE, UNLESS NOTED OTHERWISE.

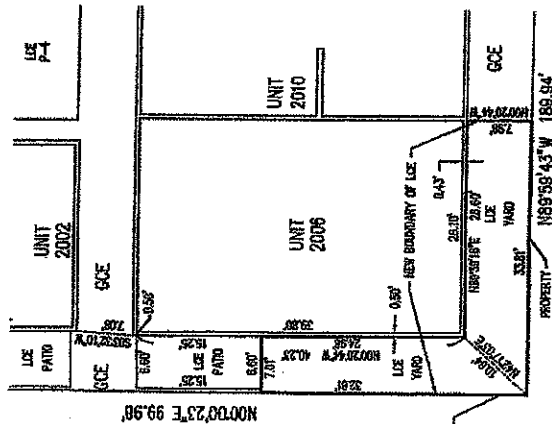
LEGEND

GCE GENERAL COMMON ELEMENT
 LCE LIMITED COMMON ELEMENT

SURVEYOR'S CERTIFICATE OF COMPETENCY

CLAYTON H. STUBBS, JR., REGISTERED PROFESSIONAL LAND SURVEYOR, HAS HEREBY CERTIFIED THAT THE FOREGOING PLANS FULLY AND ACCURATELY DEPICT THE BOUNDARIES OF THE UNITS AND OF THE BUILDINGS, AND THAT THE CONTRIBUTION OF THE UNITS AND BUILDINGS, AS SHOWN ON THE PLAT, HAS BEEN COMPLETED.

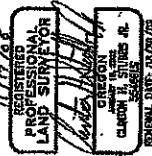
DATED THIS 17th DAY OF December, 2006,
[Signature]
 REGISTERED PROFESSIONAL LAND SURVEYOR



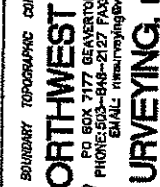
SOUTH WEST CORNER OF FIRST FLOOR PLAN



CLAYTON H. STUBBS, JR., HAS HEREBY CERTIFIED THAT THIS PLAN IS TRUE AND CORRECT COPY OF THE ORIGINAL.



JOB NAME:	21-IRVINGTON
JOB NUMBER:	75
DRAWN BY:	NFC
CHECKED BY:	CHS
DRAWING NO.:	75PLAT



BOUNDARY TOPOGRAPHIC CONSTRUCTION CADASTRAL
 NORTHWEST SURVEYING, LLC
 PO BOX 7177 BEAVERTON, OR 97007
 PHONE: 503-848-2127 FAX: 503-848-2179
 EMAIL: nrsurveying@northwest.com

RECORDED IN BOOK 1280, PAGE 07, ON MARCH 12, 2007