

CRICKSIDE CONDOMINIUM

THAT TRACT OF LAND DESCRIBED BY DEED DOCUMENT NO. 2085-038888, WA. THOMAS COUNTY DEED RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, WA. THOMAS COUNTY, STATE OF OREGON

SUBMITTED: FEBRUARY 24, 2008
 JOB NO. 02-246 P/L-08-0010-000100

- - PAINT UNIFORM AS NOTED
- - CHINA AND GILD 3/8" HIGH BOLD
- - VERT YELLOW PLANTS AND UNBOLD
- - 1/4" VERTICAL & 1/4" HORIZONTAL, NOT SET IN BY 04111
- FD - FOUND
- PI - PAINT
- GL - GILD
- LL - LINED
- CC - COMMON
- SL - SLOPE
- PA - PAVEMENT
- - BLACK WOODS
- - FINISHED FINISHES

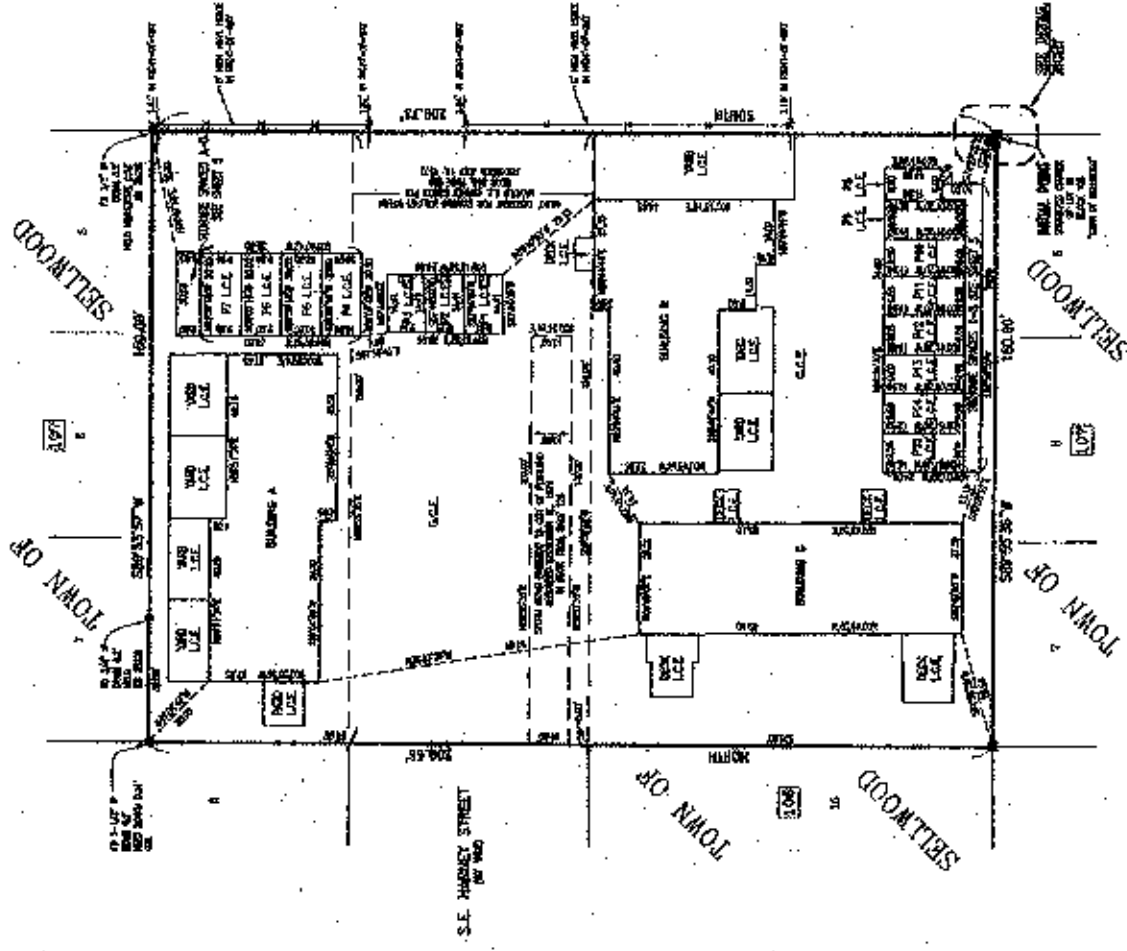
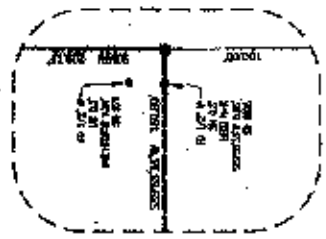


- REVISIONS**
- SHEET 1 - CORRECTING DRAWING LOCATIONS, SHADING FINISH LOCATIONS
 - SHEET 2 - ADDING 4' VERTICAL LINE, UPPER LINE, SECTION 2-A
 - SHEET 3 - CORRECTING 4' SHADING, LOWER LINE
 - SHEET 4 - CORRECTING 4' VERTICAL LINE, LOWER LINE
 - SHEET 5 - CORRECTING 4' VERTICAL LINE, UPPER LINE
 - SHEET 6 - CORRECTING 4' VERTICAL LINE, LOWER LINE
 - SHEET 7 - CORRECTING 4' VERTICAL LINE, UPPER LINE
 - SHEET 8 - CORRECTING 4' VERTICAL LINE, LOWER LINE
 - SHEET 9 - CORRECTING 4' VERTICAL LINE, UPPER LINE
 - SHEET 10 - CORRECTING 4' VERTICAL LINE, LOWER LINE

- NOTES**
1. FINISHES ARE PERFORMANCE
 2. DIMENSIONS AND SHADING ARE TO THE CENTER POINTS OF THE FINISHES
 3. FINISHES ARE LINED COMMON ELEMENTS AND ARE ASSIGNED BY THE DISPOSITION

1. READ & READER, VERIFY THE DATE AND TIME OF THE REVISIONS AND THE DATE OF THE ORIGINAL PLAN

1. VERIFY COUNTY HAS TO BE A VALID AND CORRECT COPY OF THE ORIGINAL PLAN



W.B. WELLS
 ARCHITECT
 1000 N. W. 10TH AVE.
 SUITE 100
 PORTLAND, OREGON 97228
 PHONE: 503-253-1111
 FAX: 503-253-1112
 WWW.WB-WELLS.COM

SCALE 1" = 30'

DATE: 02-24-08

PROJECT: CRICKSIDE CONDOMINIUM

NO. 02-246 P/L-08-0010-000100

SHEET 1 OF 10

CREEKSIDE CONDOMINIUM

THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2206-895204, MULTNOMAH COUNTY, BEING RECORDED, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON

SUBSCRIBED: FEBRUARY 24, 2026
 JON NO. 04-340 P. 0400-0400-0400-0400



LEGEND
 SW - WALL THICKNESS
 ST - STAIR CASE
 PL - PLUMBING
 LCE - LOWER LEVEL

SCALE: 1" = 10'

NOTES

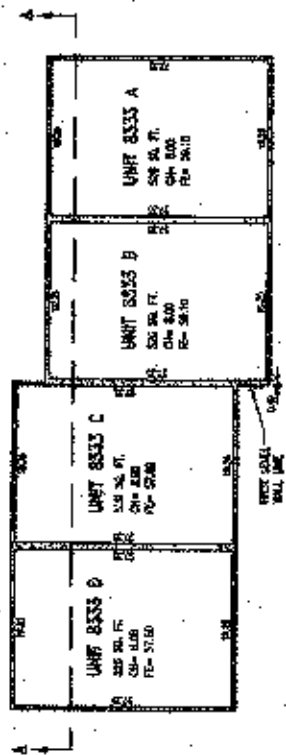
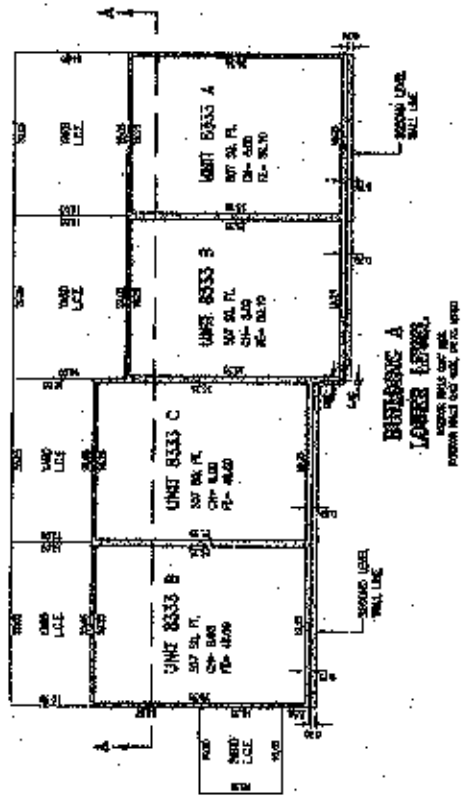
1. BUILDING CONCRETE ARE NOT INDICATED.
2. DIMENSIONS ARE GIVEN IN FEET OR PORTLAND DIMENSIONS. ALL UNITS, EXCEPT WHERE SHOWN OTHERWISE, ARE IN FEET AND INCHES. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
3. UNITS ARE SHOWN CHANGING ELEMENTS AND FORMING TO THE UNITS IN WHICH THEY ARE SHOWN. THIS IS A LIMITED REMAINING ELEMENTS AND IS NOT TO BE CONSIDERED.
4. ALL UNITS SHOWN ABOVE UNITS ARE FINISHED. UNITS IN PARENTAGE TO THE UNITS SHOWN UNITS.
5. FLOORING MATERIALS AND FINISHES ARE SHOWN TO BE USED TO BE USED. ALL UNITS SHOWN ABOVE UNITS ARE FINISHED. UNITS IN PARENTAGE TO THE UNITS SHOWN UNITS.

I, JERRY L. BROWN, COUNTY CLERK FOR THE STATE OF OREGON, HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN THE CLERK'S OFFICE ON FEBRUARY 24, 2026.

I, JERRY L. BROWN, COUNTY CLERK FOR THE STATE OF OREGON, HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN THE CLERK'S OFFICE ON FEBRUARY 24, 2026.



SHEET 2 OF 5
 P. 0400-0400-0400-0400

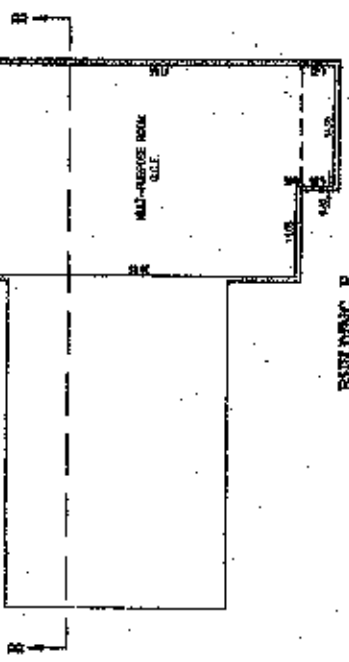


SECTION A-A
 BUILDING A

CREEKSIDE CONDOMINIUM

THAT TRACT OF LAND HEREINBEING IN DEED BOOK NUMBER NO. 2006-005001, WITH THROUGH COUNTY DEED RECORDS, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON

SUPPLEMENT FEBRUARY 24, 2006
 JOB NO. 00-346 PLS-1410-346-006



**BUILDING B
 BASEMENT**

CONCRETE WALLS AND FLOOR, OR AS NOTED

LEGEND
 ST. FT. - FINISH FLOOR
 CH - CEILING HEIGHT
 FL - FLOOR ELEVATION
 LVL - LAYER CONCRETE ELEMENT
 S.C.L. - ORIGINAL CONCRETE ELEMENT

SCALE: 1" = 10'

NOTES

1. BUILDING DIMENSIONS ARE REPRESENTATIVE.
2. CONDITIONS ARE SHOWN ON CITY OF PORTLAND RECORDS AS THEY APPEAR ON CITY RECORDS LOCATED AT 24 S.W. CORNER OF THE INTERSECTION OF S.W. MARINA STREET AND S.E. 10TH AVENUE, PORTLAND - TRIMBLE DIST. CITY OF PORTLAND BUILDING DEPT. 4008.
3. DIMENSIONS ARE SHOWN DIMENSIONS AND PERFORM TO THE LINE TO WHICH NOTED.
4. ALL LAYER CONCRETE ELEMENTS ARE ORIGINAL, PER CITY OF PORTLAND RECORDS TO THE EXTENT THEY SHOW EXISTENCE ON RECORDS.
5. EXISTING FINISH FLOOR ELEVATIONS ARE SHOWN TO INDICATE ORIGINAL FINISH FLOOR ELEVATIONS AND SHALL BE MAINTAINED AND PRESERVED BY THE ORIGINAL OWNER OF THE IMPROVEMENTS SHOWN.

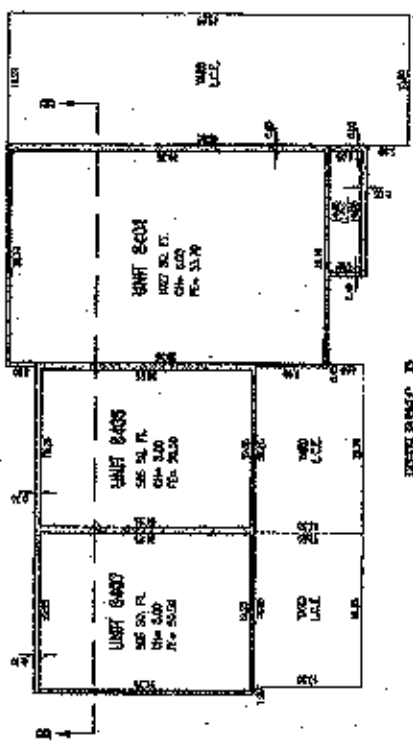
I, JERRY A. JENSEN, ARCHITECT, HAVE DRAWN THIS PLAN OF BUILDING TO SHOW THE LOCATION OF THE ABOVE DESCRIBED CONSTRUCTION.

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL PLAN.

REGISTERED PROFESSIONAL LAND SURVEYOR
 JERRY A. JENSEN
 1410 S.W. MARINA STREET, PORTLAND, OREGON 97201
 LICENSE NO. 1410



SHEET 15 OF 18

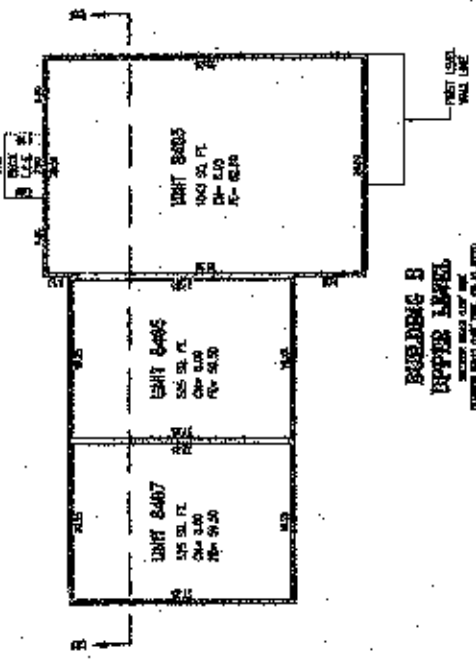


**BUILDING B
 LOWER LEVEL**

CONCRETE WALLS AND FLOOR, OR AS NOTED

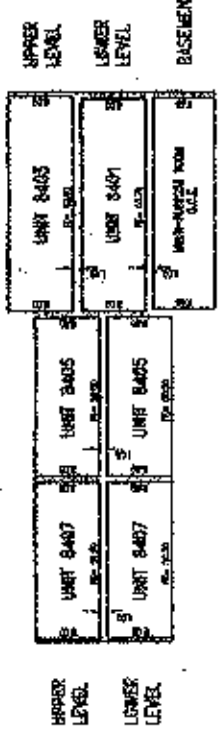
THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2005-00204, WEA THROUGH COUNTY DEED RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON

SUBDIVISION PERMIT NO. 24, 2016
 400 NO. 10-346 P134-346A0-346A06



NOTES

1. BUILDING DIMENSIONS ARE APPROXIMATE.
2. DIMENSIONS ARE BASED ON SET OF ARCHITECTURAL PERMITS NO. 2016-00204. A FLOOR 2-1/2" BRICK VENEER WALL IS SHOWN ON THE EAST SIDE OF THE APARTMENT OF 24' WALLS. SEE PERMITS NO. 2016-00204 FOR FURTHER INFORMATION. EXISTING - 18" WALL, 10' x 10' PARTITION WALL.
3. 2016-00204 ARE UNITS COMMON CHARGES AND ARE TO BE PAID TO WHICH THEY APPLY.
4. ALL UNITS SHOWN UNDER THIS SET ARE SUBJECT TO THE PERMITS NO. 2016-00204.
5. ALL UNITS SHOWN UNDER THIS SET ARE SUBJECT TO THE PERMITS NO. 2016-00204. ALL UNITS SHOWN UNDER THIS SET ARE SUBJECT TO THE PERMITS NO. 2016-00204. ALL UNITS SHOWN UNDER THIS SET ARE SUBJECT TO THE PERMITS NO. 2016-00204.



SECTION B-B
BUILDING B



SEEK 4 OF 8

400 NO. 10-346 P134-346A0-346A06

THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2006-088084, WILSON COUNTY DEED RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 23, T49N14R13E, RANGE 1 EAST, WALLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON

SURVEYED: FEBRUARY 24, 2006
 AND MAP 65-348 PAGES 34-35-36

LEGEND

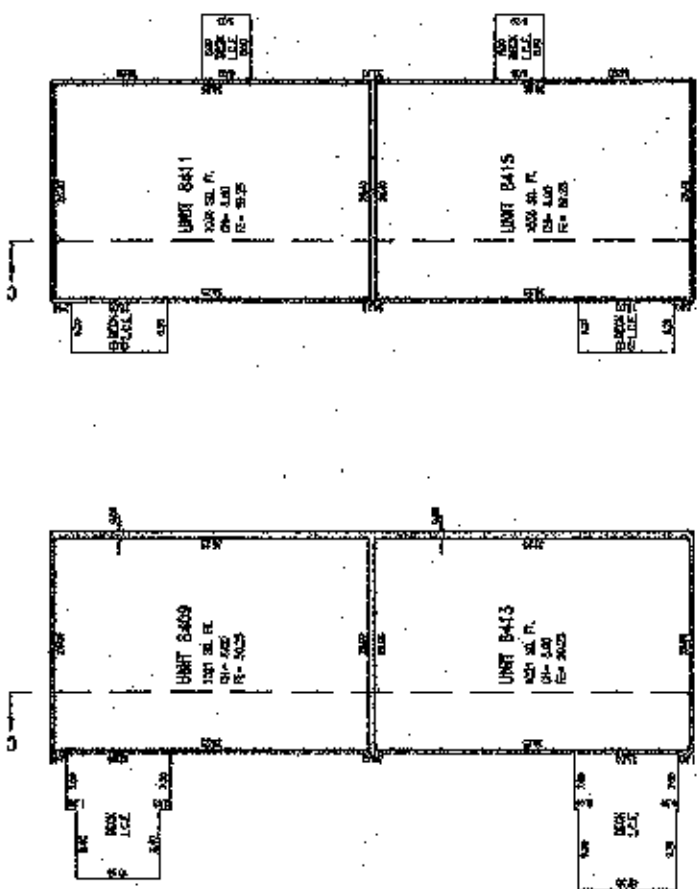
- 44. 21" = FINISH FLOOR
- 45. 4" = FINISH ROOF
- 46. 4" = FINISH CEILING
- 47. 4" = FINISH WALL
- 48. 4" = FINISH STAIR



SCALE: 1" = 10'

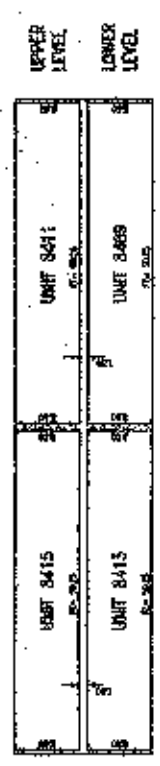
NOTES

1. FINISH CONCRETE ARE RESPONSIBLE.
2. DIMENSIONS ARE BASED ON CITY OF PORTLAND EXHIBIT NO. 6002, A PLANNED 2-1/2" BENCH AND LAYOUT AS THE 50% CORNER OF THE SECTION OF S.E. WALLAMETTE MERIDIAN AND S.E. 1/4TH MERIDIAN SECTION 23, RANGE 1 EAST, WALLAMETTE MERIDIAN, CITY OF PORTLAND, OREGON.
3. DIMENSIONS ARE BASED ON COMMON BENCH AND POINT TO THE 1/4TH CORNER THAT ADJACENT BENCHES ARE LINED CORNER BENCHES AND ARE ASSUMED TO BE THE BENCHES.
4. ALL DIMENSIONS SHOWN ARE MEASUREMENTS TO THE CENTERLINE OF THE FINISH WALL.
5. MEASURE VERTICAL DIMENSIONS AND SHOW ELEVATION TO FINISH FLOOR. MEASURE HORIZONTAL DIMENSIONS AND SHOW FINISH WALL TO FINISH WALL. ALL DIMENSIONS OF WALL AND FINISH FLOOR TO FINISH FLOOR UNLESS OTHERWISE SPECIFIED. SEE NOTE 13 OF THE PREVIOUS VERTICAL MEASUREMENTS.



BUILDING C
 UPPER LEVEL
 FINISH WALL ON THE OUTSIDE WALL OF THE

BUILDING C
 LOWER LEVEL
 FINISH WALL ON THE OUTSIDE WALL OF THE



SECTION C-C
 BUILDING C



STORAGE 1-8
 FINISH WALL ON THE OUTSIDE WALL OF THE STORAGE AREA ON THE

STORAGE A-D
 FINISH WALL ON THE OUTSIDE WALL OF THE STORAGE AREA ON THE



Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
E41 43 AFVLM
Total : 231.00

After recording, return to:
Scott Timberlake
2722 NE 33rd Avenue
Portland OR 97212

2006-114110 06/21/2006 12:11:46pm

**DECLARATION SUBMITTING
CREEKSIDE CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

THIS DECLARATION is made and executed by Creekside LLC, hereinafter called "Declarant."

Declarant desires to create a condominium to be known as Creekside Condominium, which will be located in the City of Portland, Multnomah County, Oregon. The purpose of this declaration is to submit the property 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:

1. DEFINITIONS. When used herein the following terms shall have the following meanings:

1.1 "Act" means the Oregon Condominium Act.

1.2 "Association" means the Association of Unit Owners of Creekside Condominium.

1.3 "Board of Directors" means the directors selected pursuant to the provisions of this declaration and the bylaws to govern the affairs of the Association.

1.4 "Bylaws" means the bylaws of the Association adopted as provided herein, as the same may be amended from time to time.

1.5 "Declarant" means Creekside LLC, an Oregon limited liability company.

1.6 "Plat" means the plat of Creekside Condominium, recorded simultaneously with the recording of this declaration.

1.7 "Incorporation by Reference." Except as otherwise provided in this declaration, each of the terms used herein shall have the meaning set forth in ORS 100.005, a part of the Act.

2. PROPERTY SUBMITTED. Declarant owns a fee simple interest in the land and is submitting a fee simple interest hereunder. It is located in the City of Portland, Multnomah County, Oregon, and is more particularly described in Exhibit A attached hereto. The property submitted hereunder includes the land so described, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

3. NAME. The name by which the property submitted hereunder shall be known is "Creekside Condominium."

4. GENERAL DESCRIPTION OF BUILDING. The condominium consists of three buildings designated Building A, Building B, and Building C. Each of the buildings has two stories designated upper level and lower level. Building B has a partial basement; Buildings A and C have no basement. Each building is of wood frame construction, with a concrete foundation, composition roof, and wood and vinyl exterior.

5. UNITS.

5.1 General Description of Units. There are a total of twelve units, designated as Unit 8333A, Unit 8333B, Unit 8333C, Unit 8333D, Unit 8401, Unit 8403, Unit 8405, Unit 8407, Unit 8409, Unit 8411, Unit 8413, and Unit 8415. Each of Unit 8333A, Unit 8333B, Unit 8333C, and Unit 8333D is located on both the upper and lower levels of Building A. Unit 8401 is located on the lower level of Building B; Unit 8403 is located on the upper level of Building B; and each of Unit 8405 and Unit 8407 is located on both the upper and lower levels of Building B. Unit 8409 and Unit 8413 are located on the lower level of Building C; and Unit 8411 and Unit 8415 are located on the upper level of Building C. The units enclose the square footage set forth on Exhibit B.

The dimensions, designation, and location of each unit are shown in the plat filed simultaneously herewith and made a part of this declaration as if fully set forth herein.

5.2 Boundaries of Units. 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, drywall, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the 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 portion of the walls floors or ceilings shall be a part of the common elements. The unit shall include windows, window frames, exterior and interior doors, door frames, air space, nonbearing interior partitions, and all other appliances, fixtures, and improvements contained therein. In addition, each unit shall include the outlet of any utility service lines, including but not limited to water, sewerage, gas, electricity, coaxial cable, and ventilating ducts within the unit, but shall not include any part of such lines or ducts themselves.

5.3 Use of Units. The units shall be occupied and used by the respective owners only for residential purposes for the owner, family, tenant and social guests and for no other purposes. The owners of the respective units shall have the right to lease or rent the unit; provided, that any such lease or rental agreement shall be subject to the covenants and restrictions contained in this declaration, the bylaws, and the rules and regulations of the Association.

6. COMMON ELEMENTS.

6.1 General Common Elements. The general common elements consist of the following, to the extent they exist on the property, and except as portions thereof are expressly designated in this declaration as part of a unit or limited common element:

(a) The land, landscaping, grounds, fences, trash area, sidewalks, retaining walls, exterior walkways, exterior steps and landings, and carport structures (but not the parking surfaces under such structures);

(b) The foundation, columns, girders, beams, supports, bearing and shear walls, perimeter walls, main walls, and roof of each of the buildings, a deck on the grounds, and the Association's storage area and multi-purpose room in the basement of Building B;

(c) Installations of central services (if any), such as electricity, gas, hot and cold water, heating, and air conditioning, up to the outlets within any unit;

(d) The installations, if any, existing for common use; and

(e) All other elements of the buildings and the condominium necessary or convenient to their existence, maintenance, and safety, or normally in common use.

6.2 Limited Common Elements. The limited common elements consist of the items described below, the use of which shall be restricted to the units to which they are reserved or assigned. The limited common elements appertain to the unit to which they are reserved or assigned. The reservation or assignment of the limited common elements is subject to the easements, covenants, and restrictions set forth in this declaration, the bylaws, and to rules and regulations adopted pursuant thereto. The more specific locations of the limited common elements are shown on the plat.

To each of Unit 8333A, Unit 8333B, Unit 8333C, Unit 8333D, Unit 8401, Unit 8405, and Unit 8407 is reserved a yard adjacent to the respective unit. To Unit 8333D is reserved a patio west of the unit. To Unit 8403 is reserved a deck adjacent to the unit. To each of Unit 8409 and Unit 8413 is reserved a deck adjacent to the respective unit. To each of Unit 8411 and Unit 8415 is reserved two decks adjacent to the respective unit.

There are 12 exterior storage spaces ("S"). To Unit 8333A is assigned SA; to Unit 8333B is assigned SB; to Unit 8333C is assigned SC; and to Unit 8333D is assigned SD. To Unit 8401 is assigned S8; to Unit 8403 is assigned S7; to Unit 8405 is assigned S6; to Unit 8407 is assigned S5; to Unit 8409 is assigned S4; to Unit 8411 is assigned S3; to Unit 8413 is assigned S2; and to Unit 8415 is assigned S1.

There are 12 covered parking spaces designated P4 through P15, and 3 uncovered parking spaces designated P1 through P3. The parking spaces are assigned as limited common elements as set forth in Exhibit C.

Pursuant to ORS 100.515(5), the right of use of any unit in a limited common element covered or uncovered parking space and/or storage space may be transferred to any other unit if the existing unit owner (and all mortgagees of such unit) and the unit owner to whom the right of use is being transferred agree to and record an amendment to the declaration setting forth the transfer. Pursuant to ORS 100.110(5), approval of the Real Estate Commissioner shall not be required for such amendment, but such amendment shall be approved by the Multnomah County Assessor's office before it is recorded.

6.3 Undivided Interest in Common Elements. To each unit is allocated a 1/12th undivided ownership interest in the common elements. The allocation is based on the fact that each unit has equal access to the general common elements. Each unit's undivided interest shall be deemed to be conveyed or encumbered with conveyance of said unit, even though the description in the instrument of conveyance or encumbrance may refer only to title in the unit.

6.4 Use of Common Elements. No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with this declaration, the bylaws or such rules and regulations pertaining thereto which from time to time may be promulgated by the Board of Directors.

6.5 Maintenance, Repair, and Replacement. Except to the extent it is imposed on the unit owners by this declaration or the bylaws, 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. Nothing herein shall be construed so as to preclude the Board of Directors from delegating such duties to individuals or entities.

7. COMMON PROFITS AND COMMON EXPENSES. The common profits shall be allocated among the unit owners according to the allocation of undivided interest of each unit in the common elements; however no such profits shall be distributed among the unit owners but shall be used solely for purposes of maintaining, repairing, and replacing the common elements or other expenses of the Association. The common expenses shall be assessed to the unit owners according to the allocation of undivided interest of each unit in the common elements; a unit owner may be assessed additional amounts individually for common expenses incurred through such unit owner's fault or direction or as otherwise provided in the bylaws.

8. 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 which has been filed with the Oregon Real Estate Agency in accordance with the Act.

9. EASEMENTS AND ENCROACHMENTS.

9.1 Right of Access. The Association, through its Board of Directors, shall have the right to have access to each unit as may be necessary for the maintenance, repair or replacement of the common elements, or to make emergency repairs therein necessary for the public safety or to prevent damage to the common elements or to another unit. Without limiting the foregoing, the Association shall have access through the units and limited common elements to any crawl space, attic, or other similar portions of the general common elements, but the Board of Directors shall provide the applicable unit owner with 24 hours prior notice except in case of an emergency. In case of an emergency originating in or threatening his unit, or other portion of the condominium, each unit owner hereby grants the right of entry to any person authorized by the Board of Directors or the owner of the other unit, whether or not the unit owner is present at the time. Each unit owner shall, upon request, leave a key to his unit with the Board of Directors to be used in such emergencies; the Board may allow the property manager, if any, to have access to the keys for emergency use.

9.2 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 except as otherwise provided in the Act the rights and obligations of owners shall not be

altered in any way by the encroachment, nor shall the encroachments be construed to be encumbrances affecting the marketability of title to any unit.

9.3 Granting of Interest Affecting Common Elements. The Association shall have the authority to grant, execute, acknowledge, deliver, and record on behalf of the unit owners leases, easements, rights of way, licenses or other similar interests affecting the general and limited common elements, and to consent to vacation of roadways within and adjacent to the condominium, pursuant to ORS 100.405(5), (6), (7), and (8).

9.4 Utility Easement. Each unit shall have an easement through each other unit and through the common elements for utility, wiring, heat, plumbing and other service elements, and for reasonable access required to effectuate and continue proper operation of the condominium.

10. VOTING RIGHTS. The owner or co-owners of each unit shall be entitled to a total of one vote for the unit.

11. ASSOCIATION OF UNIT OWNERS.

11.1 Organization; Adoption of Bylaws. Upon the execution and recording of this declaration, the Association 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. Declarant shall simultaneously adopt and record bylaws for the Association.

11.2 Membership; Board of Directors. Each unit owner shall be a member of the Association, and membership therein shall be limited to unit owners only. The affairs of the Association shall be governed by a Board of Directors as provided in the bylaws. The Board of Directors may act on behalf of the Association except as limited by the declaration or bylaws. In the performance of their duties, officers and members of the Board of Directors shall be governed by the Act and by ORS 65.357, 65.361, 65.367, 65.369 and 65.377 which set forth standards of conduct of directors and officers, provisions on director conflict of interest, and provisions on liability of directors for unlawful distributions and for performance or nonperformance of duties.

11.3 Power and Duties of the Association. The Association shall have such powers and duties as may be granted to it by the Oregon Condominium Act, together with such additional powers and duties contained in this declaration and the bylaws.

11.4 Declarant Control of Association; Interim Board of Directors. Declarant will appoint an interim Board of Directors for the Association. Declarant hereby reserves the right to control the Association until the earlier of a) the date of conveyance to persons other than Declarant of seventy five percent (75%) of the units, or b) three years from the date the first unit is conveyed. Accordingly, upon the recording of the declaration and bylaws, the interim Board of Directors shall serve until the turnover meeting is held as provided in the bylaws.

11.5 Management Agreements, Contracts, and Leases. The Board of Directors, including the interim Board of Directors, shall have the right to contract with a professional manager or management firm to manage the affairs of the Association. However, if entered into prior to the turnover meeting of the condominium, no management agreement, service contract or employment contract which is directly made by or on behalf of the Association, the Board

of Directors, or the unit owners as a group shall be in excess of three years, and any such agreement may be terminated without penalty by the Association or the Board of Directors upon not less than thirty (30) days written notice to the other party given not later than sixty (60) days after the turnover meeting.

12. MORTGAGEES.

12.1 Definitions. As used herein, the following terms shall have the following meanings:

- (a) "Mortgage" means a recorded mortgage or trust deed creating a lien against a unit; and
- (b) "Eligible mortgage holder" means a holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 12.3 below.

12.2 Notice to Association. At the request of the Board of Directors, each owner shall promptly supply to the Board the name and address of the mortgagee or mortgagees of his unit.

12.3 Notice to a Holder, Insurer, or Guarantor of a Mortgage. A holder, insurer, or guarantor of a mortgage on a unit, who submits a written request to the Association stating the name and address of the holder, insurer, or guarantor and the unit number or address of the mortgaged unit shall be entitled to timely written notice of the following:

- (a) Any condemnation or casualty loss that affects either a material portion of the condominium or the unit securing its mortgage;
- (b) Any sixty-day (60-day) delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

12.4 Consent to Termination of the Condominium. Except with respect to termination of the condominium as a result of destruction, damage, or condemnation, any termination of the condominium shall require the approval of eligible mortgage holders representing at least two thirds of the votes of units that are subject to mortgages held by eligible mortgage holders. This approval shall be in addition to such other approvals and procedures as may be required by the declaration, bylaws, and Act.

12.5 Consent to Amendment of Documents. Except as otherwise provided in the Act, the approval of eligible mortgage holders representing at least fifty-one percent (51%) of the votes of units that are subject to mortgages held by eligible mortgage holders shall be required for any amendments of a material nature to the declaration or bylaws. Any amendment to the declaration or bylaws which changes any of 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 the 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 of common elements into units;
- (h) Expansion or contraction of the condominium or the addition, annexation, or withdrawal of property to or from the condominium;
- (i) Insurance or fidelity bonds;
- (j) Leasing of units;
- (k) Imposition of any restriction 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 eligible mortgage holders;
- (m) Restoration or repair of the condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the declaration, bylaws, or Act;
- (n) Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs; or
- (o) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

This approval shall be in addition to such other approvals and procedures as may be required by the declaration, bylaws, and Act.

12.6 Request for Approval of Eligible Mortgage Holders. Any eligible mortgage holder or other mortgagee who receives a written request to approve additions or amendments to the declaration, bylaws, or other action to be taken by the Board of Directors, Association, or unit owners, shall be deemed to have given such approval unless a negative response is delivered or posted to the requesting party within thirty (30) days after such request has been received, provided that the written request was delivered by certified mail with "return receipt requested."

12.7 Mortgagee's Request for Professional Management. Upon written request of eligible mortgage holders representing at least fifty-one percent (51%) of the votes of units that are subject to mortgages held by eligible mortgage holders, the Board of Directors shall employ a professional manager to manage the affairs of the Association. Any agreement for professional management shall be consistent with Section 11.5.

12.8 Discharge of Lien Upon Foreclosure. Where the purchaser of a unit obtains title to a unit as a result of foreclosure of the first mortgage or first trust deed, such purchaser, his successors and assigns, shall not be liable for any of the assessments against such unit or its owner which became due prior to the acquisition of title to such unit by such purchaser. Such unpaid assessments shall be a common expense of all the unit owners including such purchaser, his successors and assigns.

12.9 Right to Receive Written Notice of Meetings. A holder of a first mortgage shall, upon written request to the Association, be entitled to receive notice of all meetings of the Association and shall be entitled to designate a representative to attend all such meetings.

12.10 Additional Approvals. Unless fifty-one percent (51%) of holders of first mortgages of individual units have given their prior written approval, the Association shall not:

(a) Change the pro rata interest or obligations of any unit for (1) purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, and (2) determining the pro rata share of ownership of each unit in the common elements;

(b) Partition or subdivide any unit;

(c) By act or omission, seek to abandon or terminate the condominium status of the project except as provided by statute in case of substantial loss to the units and common elements of the condominium project;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or 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

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

12.11 Right to Examine Books and Records. All mortgagees (including insurers and guarantors of mortgages) shall have the right to examine the books and records (including the declaration, bylaws, rules, and regulations and financial statements) of the Association upon written request. Such books and records shall be available for duplication at reasonable times; a mortgagee shall be entitled to have an audited financial statement prepared at his own expense if such audited statement is not otherwise available; the Association, its Board of Directors and its officers shall cooperate to facilitate the necessary auditing and review process.

13. AMENDMENT.

13.1 Approval Required. An amendment to the declaration may be proposed by a majority of the Board of Directors or by at least 30 percent of the unit owners. Except as may otherwise be provided in this declaration or by the Act, including ORS 100.135, the declaration may be amended if such amendment is approved by seventy-five percent (75%) or more of all votes of the unit owners. An amendment may not change the 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 the voting rights of any unit unless such amendment has been approved by the owners of the affected units and the holders of any mortgage or trust deed on such units. No amendment may limit or diminish any right of Declarant reserved in accordance with the Act or any other special declarant right without the consent of Declarant. No amendment may reduce or eliminate the rights of first mortgagees set forth herein without the written consent of fifty-one percent (51%) of all such first mortgagees.

13.2 Recordation. The amendment shall be certified by the chairperson and secretary of the Association as being adopted in accordance with the declaration and the provisions of ORS 100.005 to 100.910 and 100.990, and shall be acknowledged in the manner provided for acknowledgment of deeds. If required by the Act, the amendment shall be approved by the Real Estate Commissioner and county assessor according to ORS 100.110. The amendment shall be effective when recorded in the Deed Records of Multnomah County; if the amendment is not recorded within two years from the date of approval by the Real Estate Commissioner, the approval shall automatically expire and the amendment must be resubmitted for approval.

13.3 Restated Declaration. The Board of Directors, by resolution and without the further approval of the unit owners, may cause a restated declaration to be prepared and recorded to codify individual amendments that have been adopted in accordance with this Section 13, so long as the restated declaration complies with ORS 100.135.

14. DECLARANT'S RIGHTS.

Notwithstanding any provision to the contrary in this declaration or the bylaws, Declarant shall have the following special rights:

14.1 Amendment to Declaration and Bylaws. No amendment to the declaration and bylaws shall be effective without the written consent of Declarant until the earlier of the following dates: (a) five (5) years from the date this declaration is recorded, or (b) the date on which seventy-five percent (75%) of the units have been conveyed to persons other than Declarant.

14.2 Assessments for Additional Capital Improvements. No units owned by Declarant shall be assessed by the Association or the Board of Directors for the construction or acquisition of additional capital improvements or any other special assessment without the written consent of Declarant until the earlier of the following dates: (a) five (5) years from the date this declaration is recorded, or (b) the date on which Declarant owns less than two units.

14.3 Development Easement. Declarant and its agents shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of completing any portion of the condominium, discharging any obligation of Declarant, and/or carrying out sales

and rentals of units and advertisements thereof, including posting signs on the property. Declarant shall have the right to use units owned by Declarant as model units and shall have the right to use a unit as a sales office.

14.4 Other. Declarant shall be entitled to any and all other special declarant rights, in addition to those specified herein, that are reserved for the benefit of or created by the Declarant under the declaration, bylaws, or the provisions of the Act.

15. SEVERABILITY. Should any of the provisions herein conflict with the provisions of the Act, the statutory provisions shall apply. 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.

16. CONFLICTING PROVISIONS. In the event of a conflict between or among the declaration, bylaws, and any administrative rules and regulations, the provisions of the declaration shall be paramount to the bylaws and the rules and regulations, and the bylaws shall be paramount to the rules and regulations, except to the extent that the declaration or bylaws are inconsistent with the Act. For purposes of this section, the term "declaration" shall include all amendments and the term "bylaws" shall include all amendments.

IN WITNESS WHEREOF, Declarant has caused this declaration to be executed this 7th day of April, 2006.

Creekside LLC, an Oregon limited liability company

By: Jane Lundin
Jane Lundin, member

State of Oregon)
County of Multnomah) ss.

On this 7th day of April, 2006, before me personally appeared Jane Lundin who, being duly sworn, did say that she is the sole member of CREEKSIDE LLC, an Oregon limited liability company, and did further say that she executed the foregoing instrument for and on behalf of said limited liability company, and acknowledged that said instrument is the free act and deed of herself and said limited liability company.



Lorri L. Asder
Notary Public for Oregon
My Commission expires: 9/9/07

EXHIBIT A

The South one-half of Lots 5, 6, and 7, Block 107, "TOWN OF SELLWOOD", and Lots 16, 17, and 18, Block 106, "TOWN OF SELLWOOD", together with that portion of vacated S.E. Harney Street that inured to said Lots, situated in the Southeast quarter of Section 23, Township 1 South, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, State of Oregon, being more particularly described as follows:

Beginning at the initial point, being the Southeast corner of said Lot 18, said point being marked by a found 5/8 inch iron rod with a yellow plastic cap marked "W.B. Wells & Assoc., Inc"; thence South 89 degrees 55 minutes 36 seconds West along the South line of said Lots 16, 17, and 18, a distance of 150.00 feet to the Southwest corner of said Lot 16; thence North along the West line of said Lot 16 and the Northerly extension thereof, a distance of 209.66 feet to the Northwest corner of said South one-half of said Lot 7; thence North 89 degrees 53 minutes 57 seconds East along the North line of said South one-half of said Lots 7, 6, and 5, a distance of 150.00 feet to the West right-of-way line of S.E. 23rd Avenue; thence South along said West right-of-way line, a distance of 209.73 feet to the initial point.

Subject to and together with:

1. The recorded declaration, bylaws, and plat of Creekside Condominium, and matters disclosed therein.
2. Rights of the public and governmental bodies in and to that portion of the property lying below the high water mark of Crystal Springs; and any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Crystal Springs or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.
3. Reservation of utilities in vacated street area and the right to maintain the same as set forth in Ordinance No. 134730, a copy of which was recorded in Book 869, Page 846.
4. Covenant to convey a future easement, including the terms and provisions thereof, for storm drain purposes to the City of Portland over the North 10 feet of the South 15 feet of vacated S.E. Harney Street adjacent to Lots 16 and 17, by instrument recorded in Book 1006, Page 126.

EXHIBIT B

(Square Footage of Units)

Unit 8333A = 1033
Unit 8333B = 1033
Unit 8333C = 1033
Unit 8333D = 1033

Unit 8401 = 1027
Unit 8403 = 1043
Unit 8405 = 1030
Unit 8407 = 1030

Unit 8409 = 1021
Unit 8411 = 1036
Unit 8413 = 1021
Unit 8415 = 1036

EXHIBIT C

(Assignment of Parking Spaces ("P"))

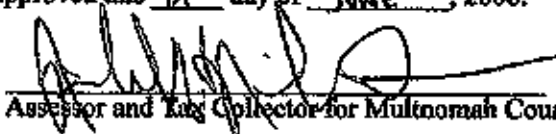
Unit 8333A = P4
Unit 8333B = P5
Unit 8333C = P6
Unit 8333D = P7

Unit 8401 = P8
Unit 8403 = P9
Unit 8405 = P10
Unit 8407 = P11

Unit 8409 = P12
Unit 8411 = P13
Unit 8413 = P14
Unit 8415 = P15

P1, P2, and P3 are assigned to Unit 8333A.

The foregoing declaration is approved this 12th day of JUNE, 2006.


Assessor and Tax Collector for Multnomah County

The foregoing declaration is approved pursuant to ORS 100.110 this 5th day of June, 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.

Real Estate Commissioner

By: 
