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**DECLARATION SUBMITTING
BRIDGEPORT CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

**DION DUUS, LLC
Declarant**

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**DECLARATION SUBMITTING
BRIDGEPORT CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 16th day of November 2022, by **DION DUUS, LLC**, an Oregon limited liability company ("**Declarant**").

Declarant proposes to create a condominium to be known as Bridgeport Condominiums, which will be located in the City of Seaside, Clatsop 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 Bridgeport Condominiums Unit Owners Association adopted pursuant to Section 14.4 below as they may be amended from time to time.

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

1.4 "**Declarant**" means Dion Duus, LLC, an Oregon limited liability company, and its successors and assigns.

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

1.6 "**Living Units**" means those dwelling units labeled as such in the attached Exhibit B.

1.7 "**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.

1.8 "**Plat**" means the plat of Bridgeport Condominiums recorded simultaneously with the recording of this Declaration.

1.9 "**Storage Units**" means any units for storage purposes labeled as such in the attached Exhibit B.

1.10 **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 meaning set forth in that 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 Seaside, Clatsop 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 "**Bridgeport Condominiums.**"

Article 4

UNITS

4.1 **General Description of Buildings**. The Condominium consists of one building of dwelling units and one community building. The dwelling building contains four stories without basement, and the community building contains three stories without basement. The buildings are of wood frame construction with synthetic cement, cedar shake and cultured stone siding and composition roofs.

4.2 **General Description, Location and Designation of Units**. The Condominium contains 44 Living Units and 30 Storage Units for a total of 74 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**.

(a) **Living Units**. Each Living 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 Living 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 glazing and screens, 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, 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.

(b) **Storage Units.** Storage Units are bounded by the surface of the bottoms, tops and perimeter walls. Storage Units do not include the bottoms, tops or perimeter walls 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, community building, carport structures 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, unit access doors and door frames and window frames.

5.4 Stairways, landings, lobbies, elevator, 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 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 Clatsop County, Oregon.

Article 7

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each unit will be entitled to an undivided ownership interest in the common elements of the Condominium. Each Storage Unit will be entitled to a .01 percent undivided ownership interest and the remainder of the percentage interests is allocated among the Living Units in accordance with the ratio by which the approximate area of the particular Living Unit bears to the total approximate area of all Living 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 each Living Unit in accordance with the ratio by which the square footage of the particular Living Unit bears to the total square footage of all Living Units combined; 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 months 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. No portion of the common profits or expenses shall be allocated to Storage Units.

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 Living Unit owned by such owner; provided, however, that Declarant shall have five votes for each such 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. No voting rights shall attach to Storage Units. 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 which has been filed in accordance with ORS 100.250(1)(a).

Article 10

USE OF PROPERTY

Each unit is to be used for the purposes set forth below. 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 these documents.

10.1 **Living Units.** Living Units shall be used primarily for residential purposes as defined in the Bylaws.

10.2 **Storage Units.** Storage Units may be used only for storage purposes and may be owned only by Declarant or by the owner of a Living Unit in the Condominium and used only in connection with the use of such a unit. Storage Units may not be used by any person other than Declarant or an owner or tenant of a Living Unit in the Condominium. Transfer of Storage Units by Declarant or by or among unit owners shall be accomplished by deed or other form of real property conveyance instrument. The Association by rule may regulate storage of hazardous or flammable substances in Storage Units.

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 it to the registered agent, setting forth the particular defect that the Mortgagee 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.

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 and deliver 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 the 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, exterior window washing, 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 or a portion of the community building 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 10 years following recording of this Declaration, Declarant and Declarant's agents and designees 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, insurer or guarantor 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 Mortgagees 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 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.

(d) Any Mortgagee who receives a written request to approve any termination, additions or amendments under this Article 13 and who does not deliver or post to the requesting party a negative response within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, return receipt requested, shall 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) the 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 "Bridgport Condominiums Unit 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 3.4 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 30 percent 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 the 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 any of the units in the Condominium, but no such consent shall be required after 10 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 the

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 that would impose any discriminatory charge or fee against Declarant, shall require the written consent of Declarant.

15.3 **Regulatory Amendments.** Notwithstanding the provisions of Section 15.2 above, until the turnover meeting as described in the Bylaws has occurred, Declarant shall have the right to amend this Declaration or the Bylaws in order to comply with the requirements of the Federal Housing Administration; the United States Department of Veterans Affairs; the Rural Development or the Farm Service Agency of the United States Department of Agriculture; the Federal National Mortgage Association; the Government National Mortgage Association; the Federal Home Mortgage Loan Corporation; any department, bureau, board, commission or agency of the United States or the State of Oregon; or any corporation wholly owned, directly or indirectly by the United States or the State of Oregon that insures, guarantees or provides financing for a condominium or units in a condominium.

15.4 **Recordation.** The amendment shall be effective upon recordation in the Deed Records of Clatsop 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

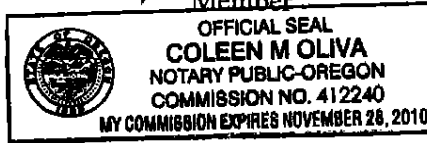
employees, agents, visitors and licensees of unit owners, shall be subject to and comply with the provisions of this Declaration, the Bylaws and all rules and regulations adopted thereunder, as they may be amended from time to time.

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

DION DUUS, LLC,
an Oregon limited liability company

By: Dion Pike, LLC, an Oregon limited liability company, Member

By: [Signature]
Member



STATE OF OREGON

County of Multnomah ss.

The foregoing instrument was acknowledged before me this 16th day of Nov., 2007 by ADAM DION, member of Dion Pike, LLC, an Oregon limited liability company, as member of Dion Duus, LLC, an Oregon limited liability company, on its behalf.

[Signature]
Notary Public for Oregon
My commission expires:
Commission No.:

The foregoing Declaration is approved this 11th day of February, 2008

ASSESSOR AND TAX COLLECTOR
FOR CLATSOP COUNTY

By: [Signature]

The foregoing Declaration is approved pursuant to ORS 100.110 this 6th day of February 2008 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.

OREGON REAL ESTATE COMMISSIONER

By Laurie Skillman
Laurie Skillman

EXHIBIT A

Legal Description

BEING LOTS 1 THROUGH 3, BLOCK 7, "INGLENOOK" AS RECORDED IN PLAT BOOK 3, PAGE 40, CLATSOP COUNTY PLAT RECORDS AND THAT PARCEL OF LAND AS DESCRIBED IN DOCUMENT NUMBER 200600179 AND 200600180, CLATSOP COUNTY DEED RECORDS SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, CITY OF SEASIDE, CLATSOP COUNTY, OREGON, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, A FOUND 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "CKI INC.", SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 3, POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF HOLLADAY DRIVE; THENCE N.89°35'34"W., ALONG THE SOUTHERLY LINE OF SAID LOT 3, 248.99 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 3 WITH THE APPROXIMATE MEAN HIGH WATER LINE OF THE NECANICUM RIVER; THENCE UPSTREAM ALONG SAID MEAN HIGH WATER LINE ON THE FOLLOWING COURSES: N.18°27'37"W., 30.14 FEET; THENCE N.03°18'44"E., 24.28 FEET; THENCE N.22°10'17"E., 64.76 FEET; THENCE N.02°52'04"E., 34.25 FEET; THENCE N.18°32'04"E., 35.08 FEET; THENCE N.02°05'12"E., 16.28 FEET; THENCE N.10°32'36"E., 71.58 FEET; THENCE N.08°36'43"E., 54.45 FEET TO THE INTERSECTION OF THE APPROXIMATE MEAN HIGH WATER LINE WITH THE SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 342, PAGE 753, CLATSOP COUNTY DEED RECORDS; THENCE S.89°35'34"E., ALONG THE SOUTH LINE OF SAID TRACT 211.93 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HOLLADAY DRIVE; THENCE S.02°29'13"W., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF HOLLADAY DRIVE, 321.32 FEET TO THE INITIAL POINT.

EXHIBIT B

Unit Square Footages and Undivided Interests

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Undivided Interest</u>	<u>Share of Expenses</u>
101	Living	1,244	0.0159	1244/54728
102	Living	1,240	0.0159	1240/54728
103	Living	1,240	0.0159	1240/54728
104	Living	1,240	0.0159	1240/54728
105	Living	1,236	0.0158	1236/54728
106	Living	1,262	0.0161	1262/54728
107	Living	1,242	0.0159	1242/54728
108	Living	1,243	0.0159	1243/54728
109	Living	1,243	0.0159	1243/54728
110	Living	1,245	0.0159	1245/54728
111	Living	1,247	0.0159	1247/54728
201	Living	1,244	0.0159	1244/54728
202	Living	1,240	0.0159	1240/54728
203	Living	1,240	0.0159	1240/54728
204	Living	1,240	0.0159	1240/54728
205	Living	1,236	0.0158	1236/54728
206	Living	1,262	0.0161	1262/54728
207	Living	1,242	0.0159	1242/54728
208	Living	1,243	0.0159	1243/54728
209	Living	1,243	0.0159	1243/54728
210	Living	1,245	0.0159	1245/54728
211	Living	1,247	0.0159	1247/54728
301	Living	1,244	0.0159	1244/54728
302	Living	1,240	0.0159	1240/54728
303	Living	1,240	0.0159	1240/54728
304	Living	1,240	0.0159	1240/54728
305	Living	1,236	0.0158	1236/54728
306	Living	1,262	0.0161	1262/54728
307	Living	1,242	0.0159	1242/54728
308	Living	1,243	0.0159	1243/54728
309	Living	1,243	0.0159	1243/54728
310	Living	1,245	0.0159	1245/54728
311	Living	1,247	0.0159	1247/54728
401	Living	1,244	0.0159	1244/54728
402	Living	1,240	0.0159	1240/54728
403	Living	1,240	0.0159	1240/54728
404	Living	1,240	0.0159	1240/54728
405	Living	1,236	0.0158	1236/54728
406	Living	1,262	0.0161	1262/54728
407	Living	1,242	0.0159	1242/54728

<u>Unit</u>	<u>Type</u>	<u>Square Footage</u>	<u>Undivided Interest</u>	<u>Share of Expenses</u>
408	Living	1,243	0.0159	1243/54728
409	Living	1,243	0.0159	1243/54728
410	Living	1,245	0.0159	1245/54728
411	Living	1,247	0.0159	1247/54728
	TOTAL	54,728	70%	
S1	Storage	27	0.01	
S2	Storage	27	0.01	
S3	Storage	27	0.01	
S4	Storage	27	0.01	
S5	Storage	27	0.01	
S6	Storage	27	0.01	
S7	Storage	27	0.01	
S8	Storage	27	0.01	
S9	Storage	27	0.01	
S10	Storage	27	0.01	
S11	Storage	27	0.01	
S12	Storage	27	0.01	
S13	Storage	32	0.01	
S14	Storage	35	0.01	
S15	Storage	35	0.01	
S16	Storage	35	0.01	
S17	Storage	35	0.01	
S18	Storage	35	0.01	
S19	Storage	35	0.01	
S20	Storage	35	0.01	
S21	Storage	35	0.01	
S22	Storage	35	0.01	
S23	Storage	34	0.01	
S24	Storage	34	0.01	
S25	Storage	35	0.01	
S26	Storage	35	0.01	
S27	Storage	35	0.01	
S28	Storage	35	0.01	
S29	Storage	35	0.01	
S30	Storage	34	0.01	
			30%	

NOTICE

THE SQUARE FOOTAGE AREAS STATED IN THIS DECLARATION AND THE PLAT ARE BASED ON THE BOUNDARIES OF THE UNITS AS DESCRIBED IN THIS DECLARATION AND MAY VARY FROM THE AREA OF UNITS CALCULATED FOR OTHER PURPOSES.

EXHIBIT C

Parking Space Assignments

Unit	Parking Space
101	P1
201	P2
205	P3
305	P4
206	P5
306	P6
105	P7
305	P8
301	P9
405	P10
401	P11
102	P12
103	P13
104	P14
202	P15
303	P16
302	P17
402	P18
403	P19
404	P20
304	P21
205	P22
206	P23
310	P24
302	P25
204	P26
203	P27
303	P28
304	P29
401	P30
402	P31
403	P32
306	P33
307	P34
207	P35
208	P36
209	P37
307	P38
308	P39
404	P40
106	P41
107	P42
309	P43

Unit	Parking Space
310	P44
210	P45
308	P46
106	P47
107	P48
309	P49
409	P50
209	P51
208	P52
207	P53
109	P54
210	P55
311	P56
410	P57
411	P58
310	P59
110	P60
311	P61
211	P62
211	P63
111	P64
110	P65
406	P66
407	P67
408	P68
409	P69
410	P70
108	P71
411	P72
111	P73
109	P74
108	P75
204	P76
203	P77
202	P78
201	P79
105	P80
104	P81
103	P82
102	P83
101	P84