

AFTER RECORDING, RETURN TO:
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Portland, Oregon 97204

DECLARATION SUBMITTING
BRIDGEVIEW CONDOMINIUM
TO CONDOMINIUM OWNERSHIP

CHARLES G. DUNNING and KAREN F. THORNTON

DECLARANT

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DECLARATION SUBMITTING
BRIDGEVIEW CONDOMINIUM
TO CONDOMINIUM OWNERSHIP

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 15th day of December, 1994, by CHARLES G. DUNNING and KAREN F. THORNTON ("Declarant").

Declarant proposes to create a condominium to be known as Bridgeview Condominium, which will be located in the City of Portland, Multnomah County, Oregon. The purpose of this Declaration is to submit Bridgeview Condominium 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 Association of Unit Owners of Bridgeview Condominium 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 Charles G. Dunning and Karen F. Thornton and their 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 which 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 Bridgeview Condominium recorded simultaneously with the recording of this Declaration.

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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 "Bridgeview Condominium."

ARTICLE 4.

UNITS

4.1 General Description of Buildings. The Condominium contains two buildings of dwelling units. Each of such buildings contains three stories, without basement. The buildings are of wood frame construction with vinyl siding and composition roofs.

4.2 General Description, Location and Designation of Units. The Condominium consists of a total of eighteen (18) units. The square footage, dimensions, designation and location of each unit are shown in the Plat, which is made a part of this Declaration as if fully set forth herein.

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 and the exterior surfaces so described. 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, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the

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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 the following:

5.1 The land, pathways, driveways, fences, grounds, pool and pool house, carport structures and parking areas, except parking spaces within carports as shown on the Plat, which 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 walls, perimeter walls, beams, columns and girders to the interior surfaces thereof.

5.4 Stairways and landings which 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, and storage closets located on patios and decks, each of which shall pertain to the unit which it adjoins as shown on the Plat.

6.2 Parking spaces within carport structures as shown on the Plat, each of which shall pertain to the unit whose number it bears in the Plat; 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 Deed Records of

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Multnomah County, Oregon. No transfer, however, shall be such as to leave any unit without at least one parking space assigned to it as a limited common element.

ARTICLE 7.

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each unit will be entitled to an equal one-eighteenth (1/18th) undivided ownership interest in the common elements. 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 Common Profits and Expenses. The common profits and common expenses of the Condominium shall be allocated to the owner of each unit equally, so that each unit shall be entitled to and bear one-eighteenth (1/18th) of such profits and expenses. 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 him. 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 with the Oregon Secretary of State in accordance with ORS 100.250(1)(a).

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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 which 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 which 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, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each unit and all the common elements are specifically subject to 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. The Association, upon prior approval of 75 percent of the voting power of the unit owners, may execute, acknowledge, deliver and record on behalf of the unit owners leases in excess of two years, 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 chairman 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 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 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 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.

ARTICLE 13.

MORTGAGEES

13.1 Approvals Required. In addition to any other approvals required by Oregon law, this Declaration or the Bylaws, the prior written approval of two-thirds of the holders of first mortgages of units in the Condominium (based upon one vote for each 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) purposes 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.

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13.2 Notice to First Mortgagees. 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 which is not cured within 60 days.

13.3 Amendment of this Article. This article may not be amended without the prior written consent of all holders of first mortgages on units in the Condominium.

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 "Association of Unit Owners of Bridgeview Condominium," 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 B. At the same time, Declarant will appoint an interim board of directors of the Association, which directors shall serve until their successors have been elected as provided in Section 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.

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 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 three years from the date of conveyance of the first unit to a person other than Declarant. No amendment may change the size, location, allocation of undivided interest in the common elements, method of determining liability for common expenses, right to common profits, or voting rights of any unit unless such amendment has been approved by the owners and mortgagees of the affected unit. Any amendment which would limit or diminish any special Declarant rights established in the Declaration 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 chairman 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 this Declaration and the Bylaws.

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

Charles G. Dunning
Charles G. Dunning

Karen F. Thornton
Karen F. Thornton

STATE OF OREGON
County of *Multnomah* } ss.

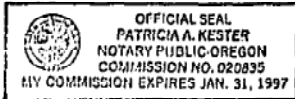
The foregoing instrument was acknowledged before me this 15th day of December, 1994, by Charles G. Dunning.



Patricia A. Kester
Notary Public for Oregon
My commission expires: 1/31/97

STATE OF OREGON
County of *Multnomah* } ss.

The foregoing instrument was acknowledged before me this 15th day of December, 1994, by Karen F. Thornton.



Patricia A. Kester
Notary Public for Oregon
My commission expires: 1/31/97

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MORTGAGEE'S CONSENT

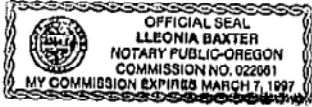
LIBERTY FEDERAL BANK SB is the owner and holder of a mortgage on the property being submitted to the Oregon Condominium Act hereunder and consents to the making of the foregoing Declaration.

LIBERTY FEDERAL BANK SB

By [Signature]
Steve Kirsop, Commercial Loan Center Manager

STATE OF OREGON)
) ss.
County of Multnomah)

On this 19 day of January, 1995 personally appeared before me Steve Kirsop who, being duly sworn, did say that he is the CLC Manager of Liberty Federal Bank and that said instrument was signed in behalf of said Liberty Federal Bank by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.



[Signature]
Notary Public for Oregon
My commission expires: 3-7-97

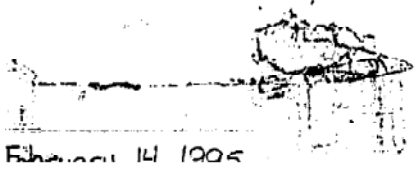
The foregoing Declaration is approved this 14th day of February, 1995.

**ASSESSOR AND TAX COLLECTOR
FOR MULTNOMAH COUNTY**

By [Signature]
Deputy

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The foregoing Declaration and Bylaws attached hereto are approved
this 10 day of February, 1995.



MORELLA LARSEN, Real Estate
Commissioner

By Stan F. Mayfield

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EXHIBIT A

LEGAL DESCRIPTION

A tract of land being Lot 1 of Block 3 of "DAYBREAK ADDITION", Lots 1, 2, 3, 4, and 5 of Block 35 of "A.L. MINERS ADDITION", all of that property described in that deed recorded March 30, 1994 as Fee No. 94-50868, Multnomah County Deed Records, and all of that property described as Parcel III of that deed recorded March 24, 1994 as Fee No. 94-46901, Multnomah County Deed Records, all being located in the Northeast one-quarter of Section 12, Township 1 North, Range 1 West of the Willamette Meridian, City of Portland, Multnomah County, Oregon. That at the initial point of said Plat I set a 5/8" x 30" long iron rod with a yellow plastic cap stamped "Ztec Engrs. L.S. 1944". Said initial point being located at the Northeasterly corner of Lot 1 of Block 3 of said "DAYBREAK ADDITION", said initial point being located South 60 degrees 40'24" East a distance of 277.06 feet from a 4 1/4" brass disc set in concrete as a witness corner to the Southwest corner of the William Caples Donation Land Claim No. 38. Said initial point also being at the intersection of the Southerly line of North Decatur Street, with the Westerly line of North Oswego Street; thence from said initial point South 26 degrees 01'30" West along the Easterly boundary of said Lot 1 of Block 3 of said "DAYBREAK ADDITION", and along the Easterly boundary of said Block 35 of said "A.L. MINERS ADDITION", a distance of 214.54 feet to the Southeasterly corner of Lot 5 of said Block 35 of said "A.L. MINERS ADDITION", said point also being on the Northerly line of North Crawford Street; thence North 63 degrees 37'43" West, along the Southerly boundary of said Block 35 and said Parcel III of said Fee No. 94-46901 property, also being along the Northerly boundary of said Crawford Street, a distance of 202.92 feet to the Southwesterly corner of said Parcel III of said Fee No. 94-46901 property, said Southwesterly corner also being on the Easterly line of North Richmond Avenue; thence North 26 degrees 01'30" East along the Westerly boundary of said Parcel III of said Fee No. 94-46901 property and along the Westerly boundary line of said Fee No. 94-50868 property, said Westerly boundary also being along the Easterly line of said North Richmond Avenue, a distance of 191.02 feet to the Northwesterly corner of said Fee No. 94-50868 property, said Northwesterly corner also being on the Southerly line of said North Decatur Street; thence South 70 degrees 14'48" East along the Northerly boundary of said Fee No. 94-50868 property and along the Northerly boundary of said Lot 1 of Block 3 of said "DAYBREAK ADDITION", and also being along the Southerly line of said North Decatur Street, a distance of 204.14 feet to the initial point of the herein described condominium plat.

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