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**DECLARATION SUBMITTING
OSWEGO RIDGE, A CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

OSWEGO RIDGE, L.L.C.,

DECLARANT

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**DECLARATION SUBMITTING
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TO CONDOMINIUM OWNERSHIP**

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this ____ day of _____, 1996, by **Oswego Ridge, L.L.C.**, an Oregon limited liability company ("**Declarant**").

Declarant proposes to create a condominium to be known as Oswego Ridge, a Condominium, which will be located in the City of Lake Oswego, Clackamas County, Oregon. The purpose of this Declaration is to submit Oswego Ridge, a 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 Oswego Ridge, a 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 Oswego Ridge, L.L.C., an Oregon limited liability company and its successors and assigns.

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

1.6 "**Eligible Mortgage Insurer or Guarantor**" means an insurer or governmental guarantor of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below.

1.7 "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 13.1 below, but shall not include a contract vendor.

1.8 "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.

1.9 "Plat" means the plat of Oswego Ridge, a Condominium recorded simultaneously with the recording of this Declaration.

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 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 Lake Oswego, Clackamas 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 "Oswego Ridge, a Condominium."

ARTICLE 4.

UNITS

4.1 General Description of Buildings. The Condominium contains nine buildings of dwelling units and one recreation building. Each of the dwelling buildings contains two stories, without basement. The buildings are of wood frame construction with cedar siding and tile roofs.

4.2 General Description, Location and Designation of Units. The Condominium consists of a total of 82 units. The 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. The approximate area of each unit is shown on the attached **Exhibit B**.

4.3 **Boundaries of Units.** Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim. The unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces 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 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, recreation building, swimming pool, spa, 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 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 Official Records of Clackamas 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 undivided ownership interest in the common elements determined by the ratio by which the approximate area of the particular unit bears to the total approximate area of all units combined, as shown on the attached **Exhibit B**. Each unit's interest in the common elements shall be inseparable from the unit and any conveyance, encumbrance, judicial sale, or other transfer, voluntary or involuntary, of an undivided interest in the common elements shall be void unless the unit to which that interest is allocated is also transferred.

ARTICLE 8.

COMMON PROFITS AND EXPENSES; VOTING

8.1 Allocation of Common Profits and Expenses. The common profits and common expenses of the Condominium shall be allocated to the owner of each unit according to the allocation of undivided interest of such unit in the common elements. 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 in accordance with ORS 100.250(1)(a).

ARTICLE 10.

USE OF PROPERTY

Each unit is to be used for residential purposes as described in the Bylaws. Additional limitations on use are contained in Declaration of Restrictions of Mountain Park Corporation, as amended, 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 Lake Oswego, 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 as long as the physical boundaries of the units are in substantial accord with the description of those boundaries that appears in the Declaration. 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 or the recreation 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.

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 eligible mortgage holder or eligible insurer or guarantor shall be entitled to timely written notice of the following:

- (a) Any condemnation or casualty loss which 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 which would require consent of a specified percentage of eligible mortgage holders as required by this article.

13.2 Termination and Amendment to Documents.

(a) The approval of eligible holders holding mortgages on units which have at least 67 percent of the voting rights of units subject to eligible holder mortgages shall be required to terminate the legal status of the project as a Condominium for reasons other than substantial destruction or condemnation of the property.

(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 owners of units holding at least 67 percent of the voting rights and the approval of eligible holders holding mortgages on units which have at least 51 percent of the voting rights of the units subject to eligible holder mortgages 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 shall constitute a material change:

- (1) Voting rights;
- (2) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or the priority of such liens;
- (3) Reduction in reserves for maintenance, repair and replacement of the common elements;
- (4) Responsibility for maintenance and repairs;
- (5) Reallocation of interests in the general or limited common elements, or rights to their use, except as otherwise provided in Section 6.2;
- (6) The boundaries of any unit;
- (7) Convertibility of units into common elements or of common elements into units;
- (8) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except as provided in Article 15;
- (9) Hazard or fidelity insurance requirements;
- (10) Imposition of any restrictions on the leasing of units;
- (11) Imposition of any restriction on the right of a unit owner to sell or transfer his or her unit;

(12) A decision by the Association to establish self-management when professional management had been required previously by this Declaration, the Bylaws or an eligible mortgage holder;

(13) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than specified in this Declaration or the Bylaws;

(14) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

(15) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

(c) An addition or amendment to the Declaration or Bylaws shall not be considered material for purposes of Section 13.2(b) if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who receives a written request to approve any termination, additions or amendments and who does not deliver or post to the requesting party a negative response within 30 days shall after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, return receipt requested, be deemed to have approved such request.

13.3 **Additional Approvals.** In addition to any other 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) Except as provided in Section 15.1, any change in the pro rata interest or obligations of any individual unit for (a) purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each unit in the common elements.

(c) The partition or subdivision of any unit.

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

(e) Use of hazard insurance proceeds for losses to any Condominium property, whether to units or to common elements, for other than the repair, replacement or reconstruction

of such improvements, except as provided by statute in cases of substantial loss to the units and/or common elements of the Condominium project.

13.4 Notice to First Mortgagees of Defaults. Any first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the owner of the mortgaged unit of any obligation under this Declaration, the rules and regulations or the Bylaws which 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 "Association of Unit Owners of Oswego Ridge, a 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 D**. 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 16.2 below and Section 9.2 of the Bylaws.

ARTICLE 15.

RELOCATION OF BOUNDARIES

15.1 The boundaries between adjoining units, including any intervening common elements, may be relocated or eliminated by an amendment to this Declaration. The owners of the affected units shall submit to the board of directors of the Association a proposed amendment

which shall identify the units involved, state any reallocations of common element interest, voting rights, common expense liability and right to common profits and contain words of conveyance. The board of directors shall approve the amendment unless it determines within 45 days that the reallocations are unreasonable or the relocation or elimination will impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium.

15.2 The board of directors of the Association may require the owners of the affected units to submit an opinion of a registered architect or registered professional engineer that the proposed relocation or elimination will not impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium. The board of directors of the Association or any agent appointed by the board of directors may supervise the work necessary to effect the boundary relocation or elimination. Any expenses incurred under this section shall be charged to the owners of the units requesting the boundary relocation or elimination.

15.3 The amendment shall be executed by the owners and mortgagees of the affected units, certified by the chairman and secretary of the Association, approved as required by law and recorded in the appropriate records of Clackamas County, Oregon. In addition, plat and floor plans necessary to show the altered boundaries between the adjoining units shall be recorded as required by law.

ARTICLE 16.

AMENDMENT

16.1 **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.

16.2 **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.

16.3 **Recordation.** The amendment shall be effective upon recordation in the Deed Records of Clackamas 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 17.

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 18.

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.

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

Oswego Ridge, L.L.C., an Oregon
limited liability company

By ~~K-Properties Limited Partnership, an
Oregon limited partnership, Member~~

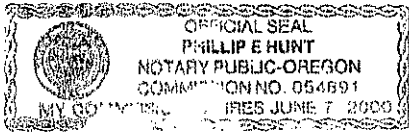
By ~~[Signature]~~
General Partner

By Summit Realty Group, Inc., an Oregon
corporation, Member

By ~~[Signature]~~
Its President

STATE OF OREGON)
) ss.
County of MULTNOMAH)

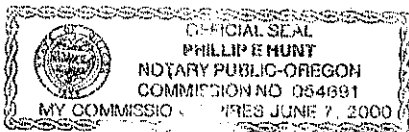
The foregoing instrument was acknowledged before me this 22 day of OCTOBER, 1996, by Isaac Kalsvaart as General Partner of K-Properties Limited Partnership, Member of Oswego Ridge, L.L.C., on behalf of such limited liability company.



Phillip E. Hunt
Notary Public for Oregon
My commission expires: 06-07-2000

STATE OF OREGON)
) ss.
County of MULTNOMAH)

The foregoing instrument was acknowledged before me this 22 day of OCTOBER, 1996 by Mike McKenna, President of Summit Realty Group, Inc., an Oregon corporation, member of Oswego Ridge, L.L.C. on behalf of such limited liability company.



Phillip E. Hunt
Notary Public for Oregon
My commission expires: 06-07-2000

MORTGAGEE'S CONSENT

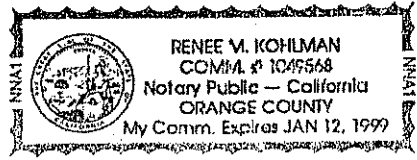
General Electric Capital Corporation is the owner and holder of a trust deed on the property being submitted to the Oregon Condominium Act hereunder and consents to the making of the foregoing Declaration.

GENERAL ELECTRIC CAPITAL CORPORATION

By [Signature]
Its SR. PORTFOLIO MANAGER

STATE OF CALIFORNIA)
) ss.
County of ORANGE)

On this 31st day of OCTOBER, 1996 personally appeared before me MARYLO DONE who, being duly sworn, did say that HE is the SR. PORTFOLIO MANAGER of General Electric Capital Corporation, and that said instrument was signed in behalf of said Corporation by authority of its board of directors; and HE acknowledged said instrument to be its voluntary act and deed.



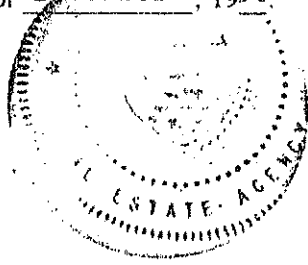
[Signature]
Notary Public for GE CAPITAL CORP.
My commission expires: Jan 12, 1999

The foregoing Declaration is approved this 17 day of January, 1997.

**ASSESSOR AND TAX COLLECTOR
FOR CLACKAMAS COUNTY**

By [Signature]

The foregoing Declaration and Bylaws attached hereto are approved this 26th
day of December, 1996.



SCOTT W. TAYLOR, Real Estate
Commissioner

By Scott W. Taylor

Exhibit A

LEGAL DESCRIPTION

A tract of land being a subdivision of a portion of Lot 37, of the duly recorded plat of Mountain Park No. 15, recorded October 31, 1978, in Book 76, Page 25, Clackamas County Plat Records, being situated in the NE 1/4 of Section 6, Township 2, Range 1 East, Willamette Meridian, City of Lake Oswego, Clackamas County, State of Oregon, being more particularly described as follows:

Beginning at the initial point being a 5/8" x 30" iron rod with yellow plastic cap marked "W.B. Wells and Assoc., Inc." on the east line of said Lot 37 and the southeast corner of that tract described in deed to L.B. Nelson Corporation of Oregon, recorded January 28, 1981 as Fee No. 81-3070, Clackamas County Records, which bears South 00°23'33" East, a distance of 27.66 feet from the northeast corner of said Lot 37, being at the centerline of Galen Road; thence along the southerly line of said Nelson Corporation Tract, South 75°49'11" West, a distance of 119.59 feet; thence continuing along said southerly line South 79°42'24" West, a distance of 48.32 feet; thence North 27°53'10" West, a distance of 27.62 feet; thence North 88°04'23" West, a distance of 183.34 feet to the southwest corner of said tract and the west line of said Lot 37; thence along said west line, South 00°47'56" West, a distance of 675.77 feet to the southerly most corner of said Lot 37; thence along the easterly line of said Lot 37 the following courses and distances: North 45°46'00" East, a distance of 224.71 feet; thence South 44°14'00" East, a distance of 100.00 feet to the westerly right-of-way of Kingsgate Road; thence along said right-of-way, North 45°46'00" East, a distance of 40.00 feet; thence leaving said right-of-way, North 44°14'00" West, a distance of 100.00 feet; thence North 45°46'00" East, a distance of 170.00 feet; thence North 36°16'14" East, a distance of 65.56 feet; thence North 13°44'45" East, a distance of 71.67 feet; thence North 00°23'33" East, a distance of 257.34 feet to the initial point.

Exhibit B
Undivided Interests

<u>Unit</u>	<u>Approximate Square Footage</u>	<u>Undivided Interest</u>
1	847	.96
2	847	.96
3	847	.96
4	847	.96
5	847	.96
6	847	.96
7	847	.96
8	847	.96
9	1708	1.9
10	1708	1.9
11	953	1.1075
12	953	1.1075
13	935	1.06
14	935	1.06
15	935	1.06
16	935	1.06
17	953	1.1075
18	953	1.1075
19	953	1.1075
20	953	1.1075
21	935	1.06

22	935	1.06
23	935	1.06
24	935	1.06
25	953	1.1075
26	953	1.1075
27	953	1.1075
28	953	1.1075
29	935	1.06
30	935	1.06
31	935	1.06
32	935	1.06
33	935	1.06
34	935	1.06
35	935	1.06
36	935	1.06
37	953	1.1075
38	953	1.1075
39	953	1.1075
40	953	1.1075
41	935	1.06
42	935	1.06
43	935	1.06
44	935	1.06
45	953	1.1075
46	953	1.1075
47	1708	1.9

48	1708	1.9
49	847	.96
50	847	.96
51	847	.96
52	847	.96
53	847	.96
54	847	.96
55	847	.96
56	847	.96
57	1708	1.9
58	1708	1.9
59	1708	1.9
60	1708	1.9
61	847	.96
62	847	.96
63	847	.96
64	847	.96
65	1708	1.9
66	1708	1.9
67	1708	1.9
68	1708	1.9
69	847	.96
70	847	.96
71	847	.96
72	847	.96
73	1708	1.9

74	1708	1.9
75	1708	1.9
76	1708	1.9
77	847	.96
78	847	.96
79	847	.96
80	847	.96
81	1708	1.9
82	1708	1.9
TOTALS	88408	100

Exhibit C

Carport Assignments

<u>UNIT</u>	<u>CARPORT NO.</u>
1	P1
2	P2
3	P3
4	P4
5	P5
6	P6
7	P7
8	P8
9	P9
10	P10
11	P11
12	P12
13	P13
14	P14
15	P15
16	P16
17	P17
18	P18
19	P19
20	P20
21	P21
22	P22

UNIT	CARPORT NO.
23	P23
24	P24
25	P25
26	P26
27	P27
28	P28
29	P29
30	P30
31	P31
32	P32
33	P33
34	P34
35	P35
36	P36
37	P37
38	P38
39	P39
40	P40
41	P41
42	P42
43	P43
44	P44
45	P45
46	P46
47	P47

UNIT	CARPORT NO.
48	P48
49	P49
50	P50
51	P51
52	P52
53	P53
54	P54
55	P55
56	P56
57	P57
58	P58
59	P59
60	P60
61	P61
62	P62
63	P63
64	P64
65	P65
66	P66
67	P67
68	P68
69	P69
70	P70
71	P71
72	P72

UNIT	CARPORT NO.
73	P73
74	P74
75	P75
76	P76
77	P77
78	P78
79	P79
80	P80
81	P81
82	P82