

RETURN TO: P14
WFG NATIONAL TITLE
9200 SE SUNNYBROOK BLVD #260
CLACKAMAS, OR 97015

DECLARATION SUBMITTING BLOCK 122 CONDOMINIUM
TO CONDOMINIUM OWNERSHIP

THIS DECLARATION is made and executed by Tabor Crest Homes LLC an Oregon Limited Liability Company, hereinafter collectively called "Declarant." Declarant desires to create a condominium to be known as Block 122 Condominium, which will be located in the City of Portland, Multnomah County, Oregon. The purpose of this declaration is to submit the property to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

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

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

1.1 "Act" means the Oregon Condominium Act.

1.2 "Association" means the Association of Unit Owners of Block 122 Condominium.

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

1.4 "Bylaws" means the Bylaws of the Association adopted as provided therein, as the same may be amendable from time to time.

1.5 "Declarant" means Tabor Crest Homes LLC, an Oregon Limited Liability Company.

1.6 "Plat" means the plat of Block 122 Condominium, recorded simultaneously with the recording of this declaration.

1.7 "Incorporation by Reference." Except as otherwise provided in this declaration, each of the terms used herein shall have the meaning set forth in ORS 100.004, a part of the Act.

2. PROPERTY SUBMITTED: Declarant owns a fee simple interest in the land and is submitting a fee simple interest hereunder. It is located in the City of Portland, Multnomah County, and is more particularly described in Exhibit A attached hereto.

Multnomah County Official Records
R Weldon, Deputy Clerk

2013-127902



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The property submitted hereunder includes the land as described, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

3. NAME. The name by which the property submitted hereunder shall be known as BLOCK 122 CONDOMINIUM.

4. GENERAL DESCRIPTION OF BUILDING. The condominium contains five (5) residential units in a newly constructed wood frame building including one (1) ADA residential unit. Each of the residential units contains two bedrooms, two full baths, high efficiency gas furnace, tankless gas water heaters and an open floor plan. Each residential unit other than the ADA residential unit has two exterior covered decks. The building has Hardieplank Lap siding, and a thirty year composition roof. The building has been designed to echo the architectural detail of the surrounding structures located in the Irvington Historic District in which the Block 122 Condominium is located. The building contains four (4) residential units above grade, two per floor accessible by stairs. The ADA Unit is partially below grade and is accessible by an entrance door at grade. There is a basement at the same level as the ADA unit which is accessible by interior stairs. In addition to the ADA residential unit the basement contains four storage units for the upper floor units. The ADA unit contains its own storage space. The building has no off street parking but there is ample bicycle storage in a dedicated "bike room" in the basement.

5. UNITS.

5.1 General Description of Units. There are five (5) residential units, designated Units A through E at 2013 NE 10th Avenue, Portland, OR, and 4 (4) storage units designated units S-1 through S-4. The designation location and area in square feet are shown on Exhibit B attached hereto and on the Plat.

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.

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

5.2 Boundaries of Units. Each residential unit and each storage unit shall be bounded by the interior unfinished surface of its perimeter and bearing walls, floors and ceilings. All plaster, sheet rock, paneling, tiles, and surfaces thereof shall be a part of the unit and all other portions of said walls, floors or ceilings shall be part of the common elements. The unit shall include glazing and

screening of windows, window frames, unit access doors, interior doors, air space, non-bearing interior partitions, and all other appliances, fixtures and improvements contained therein. The unit shall include the outlet of any utility service lines, including but not limited to water, sewage, gas, electricity, communication services, and ventilating ducts within the unit, but shall not include any part of such lines or ducts themselves.

5.3 Use of Units. The residential units shall be occupied and used by the respective owners for residential purposes for the owner, family, tenant and social guests and for no other purposes. The owners of the respective units may operate a home business so long as the owner complies with applicable zoning laws. The owners of the respective units shall have the right to lease or rent the unit or any part thereof, provided that any such lease or rental agreement shall be subject to the covenants and restrictions contained in this Declaration and is further subject to the Bylaws, rules and regulations of the Association. Except for the Declarant no owner may own more than one (1) residential and one (1) storage unit. Storage units may be used to store any item permitted by law to be stored in a multi-family residential structure, provided that no environmental containments, explosives, or illegal substances are stored the storage unit.

5.4 Alienation of Units. There are no restrictions on the alienation of units except that no owner (with the exception of the Declarant) may own more than one (1) residential and one (1) storage unit. In order to own a storage unit, the owner must own a residential unit as well.

6. COMMON ELEMENTS.

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

- (a) The land, landscaping grounds, fences, sidewalks, exterior walkways, exterior steps, interior hallways, and utility rooms;
- (b) The foundations, columns, girders, beams, supports, bearing and shear walls, perimeter walls, main walls, roof of the buildings, and stairways and landings;
- (c) Installations of central services, if any, such as electricity, gas, hot and cold water, heating and air conditioning, up to the outlets within any unit;
- (d) The installations, if any, existing for common use;

- (e) The bike room;
- (f) Fire suppression system; and
- (g) All other elements of the building and the condominium necessary or convenient to their existence, maintenance and safety, or normally in common use.

6.2 Limited Common Elements. The limited common elements consist of eight (8) decks designated "Deck LCE," and two (2) porches designated "Porch LCE," as shown on the plat.. The limited common elements are each assigned to the unit to which each is adjacent as set forth in Exhibit B. Each limited common element is reserved for exclusive use of the unit to which it is assigned.

6.3 Undivided Interest in Common Elements. Each residential unit is allocated an undivided nineteen percent (19%) ownership interest in the common elements, except Unit E which is 20%, as set forth in Exhibit B attached hereto. Each storage unit is allocated one percent (1%) ownership interest in the common elements. Each of the residential unit's undivided interest shall be deemed to be conveyed or encumbered with conveyance of said unit, even though the description in the instrument of conveyance or encumbrance may refer only to title of the unit. The percentage allocation of the residential units was calculated by dividing the square footage of each residential unit by the total square footage of all residential units, except Unit E.. Each storage unit was allocated one percent (1%) interest as set forth in Exhibit B.

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

6.5 Maintenance, Repair and Replacement. Except to the extent it is imposed on the unit owners by this Declaration or the Bylaws, it shall be the responsibility of the Board of Directors to oversee and contract for the necessary work to maintain, repair or replace the common elements and shall be carried out as provided by the Bylaws. Nothing herein, however, shall be construed so as to preclude the Board of Directors from delegating such duties to individuals or entities. Whether such work is instituted by the Board, or by delegation, the Association shall be responsible to pay for such work according to the terms of its Bylaws.

7. INCOME AND EXPENSES. The Association income, whether derived through assessments or some other source, shall not be allocated among the unit owners,

and no profits shall be distributed among the unit owners. Income shall be used solely for purposes of maintaining, repairing, and replacing the common elements or for other expenses of the Association. The Association expenses as set forth in the Association budget and any revisions thereof shall be assessed to the residential units in equal amounts with each receiving a twenty per cent (20%) allocation. However, unit owners may be assessed additional amounts individually for common expenses incurred through such unit owner's fault or dereliction, or as otherwise provided for in the Bylaws. No expenses will be allocated to the storage units

8. SERVICE OF PROCESS. The designated agent to receive service of process in cases provided in subsection (1) of ORS 100.550 is named in the Condominium Information Report which will be filed with the Oregon Real Estate Agency in accordance with the Act.

9. EASEMENTS AND ENCROACHMENTS.

9.1 Right of Access. The Association, through its Board of Directors, shall have the right to have access to each unit as may be necessary for the maintenance, repair or replacement of the common elements, or to make emergency repairs therein necessary for the public safety or to prevent damage to the common elements or to another unit; the Association shall promptly restore the unit and repair any damage thereto caused by the access or work on the common elements. In case of any emergency originating in or threatening his or her unit, or other portions of the condominium, each unit owner hereby grants the right of entry to any person authorized by the Board of Directors or the owner of the other unit, whether or not the unit owner is present at the time.

9.2 Encroachments. Each unit and all common elements shall have an easement over all adjoining units and common elements for the purposes 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 causes, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and except as otherwise provided in the Act, the rights and obligations of owners shall not be altered in any way by the encroachment, nor shall the encroachments be construed to be encumbrances affecting the marketability of title to any unit.

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

right of way, license or other similar interest in excess of two (2) years or consent pursuant to ORS 100.405(5) shall be first approved by at least seventy-five percent (75%) of all votes of the unit owners as required by ORS 100.405(6), however, a grant of such interest affecting the general common elements for a term of two (2) years or less shall not require approval of the unit owners. The instrument granting any such interest or consent shall be executed by the Chairperson and Secretary of the Association and acknowledged in the manner provided for acknowledgment of such instruments by such officers and shall state that such grant or consent was approved, if appropriate, by at least seventy-five percent (75%) of all votes of the unit owners.

9.4 Utility Easement. The Association and each unit shall have an easement through each unit (and other units) and through the common elements for utility, wiring, heat, plumbing and other service elements, and for reasonable access required to effectuate and continue proper operation of the condominium. The party using this easement shall repair any damage done to a unit or the common elements caused by such use.

9.5 Encroachment Easement. A small portion of the general common elements will be encumbered with three easements granted by the Declarant at the request of the Multnomah County Surveyor to allow small portions of the porch and/or roof of the neighboring properties to encroach upon the common elements. These easements are set forth in the Plat. The grantees of these easements are responsible for the maintenance of the porches and/or roof that encroach on the common elements. These easements are recorded in Multnomah County as Records Documents 2013-022759, 2013-022833 and 2013-022834.

10. VOTING RIGHTS. Each residential unit shall have one (1) vote. In the event a unit is owned by two or more persons jointly, the joint owners shall collectively have one vote. (See Bylaws). The storage units do not have voting rights.

11. ASSOCIATION OF UNIT OWNERS.

11.1 Organization; Adoption of Bylaws. The Association has been organized as a mutual benefit nonprofit corporation to serve as a means through which the unit owners may take action with regard to the administration, management and operation of the condominium. Declarant hereby adopts and records the Bylaws of the Association attached hereto as Exhibit C.

11.2 Membership; Board of Directors. Each unit owner shall be a member of the Association; membership therein shall be limited to unit owners. The affairs of the Association shall be governed by a Board of Directors. The Board of Directors may act on behalf of the Association, except as limited by the

Declaration or Bylaws. In the performance of their duties, officers and members of the Board of Directors shall exercise the care required of fiduciaries.

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

11.4 Declarant Control of Association; Interim Board of Directors. Declarant will appoint an interim Board of Directors for the Association. Declarant hereby reserves the right to control the Association until the earlier of a) the date of conveyance to persons other than Declarant of fifty percent (50%) of the units, or b) three (3) years from the date the first unit is conveyed. Accordingly, upon the recording of the Declaration and Bylaws, the interim directors shall serve until the turnover meeting is held as provided in the Bylaws

11.5 Management Agreements, Contracts and Leases. The Board of Directors, including the interim Board of Directors, shall have the right to contract with a professional manager or management firm to manage the affairs of the Association. However, if entered into prior to the turnover meeting of the condominium, no management agreement, service contract or employment contract, which is directly made by or on behalf of the Association, the Board of Directors, or the unit owners as a group shall be in excess of three (3) years and may be terminated without penalty by the Association or the Board of Directors upon not less than thirty (30) days written notice to the other party given not later than sixty (60) days after the turnover meeting.

12. MORTGAGES.

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

1. "Mortgage" means a recorded mortgage, trust deed, or land sale contract creating a lien against a unit; and
2. "Eligible mortgagee" means a holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 12.3 below.

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

12.3 Notice to a Mortgagee, Insurer or Guarantor of a Mortgage. A mortgagee, insurer or guarantor of a mortgage on a unit, who submits a written request to the Association, stating the name and address of the mortgagee, insurer

or guarantor, the unit number or address of the mortgaged unit, shall be entitled to timely written notice of the following:

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

12.4 Consent to Termination of the Condominium. Except with respect to termination of the condominium as a result of destruction, damage or condemnation, any termination of the condominium shall require the approval of eligible mortgagees representing at least sixty-seven percent (67%) of the votes of units that are subject to mortgages held by eligible mortgagees. This approval shall be in addition to such other approvals and procedures as may be required by the Declaration, Bylaws and Act.

12.5 Consent to Amendment of Documents. Except as otherwise provided in the Act, the approval of eligible mortgagees representing at least fifty-one percent (51%) of the votes of units that are subject to mortgages, held by eligible mortgagees, shall be required for any amendments of a material nature to the Declaration or Bylaws. Any amendment to the Declaration or Bylaws which changes any of the following would be considered as material:

1. Voting rights;
2. Assessment liens, or the priority of assessment liens;
3. 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;
6. Redefinition of any unit boundaries;

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;
9. Insurance or fidelity bonds;
10. Leasing units;
11. Imposition of any restriction on a unit owner's right to sell or transfer his or her unit;
12. A decision by the Association to establish self-management when professional management has been required previously by eligible mortgagees;
13. Restoration or repair of the condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration, Bylaws or Act;
14. Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs; or
15. Any provisions that expressly benefit mortgagees, insurers or guarantors.

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

12.6 Requests for Approval of Eligible Mortgagees. Any eligible mortgagee or other mortgagee who receives a written request to approve additions or amendments to the Declaration, Bylaws or other action to be taken by the Board of Directors, Association or unit owners, shall be deemed to have given such approval unless a negative response is delivered or posted to the requesting party within sixty (60) days after such request has been received, provided that the written request was delivered by certified mail with "return receipt requested."

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

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

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

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

1. Change the pro rata interest or obligations of any unit for (1) purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds for condemnation awards, or (2) determine the pro rata share of ownership of each unit in the common elements;
2. Partition or subdivide any unit;
3. By act or omission, seek to abandon or terminate the condominium status of the project, except as provided by statutes, in case of substantial loss to the units and common elements of the condominium project;
4. By act or omission, seek to abandon, subdivide, encumber, sell or transfer 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; or
5. Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute and the Bylaws in case of substantial loss to the units and/or common elements of the condominium project.

12.11 Right to Examine Books and Records. All mortgagees (including insurers and guarantors of mortgages) shall have the right to examine the books and records (including the Declaration, Bylaws, rules and regulations and financial statements) of the Association upon written request. Such books and records shall

be available for duplication at reasonable times. A mortgagee shall be entitled to have an audited financial statement prepared at his own expense if such audited statement is not otherwise available; the Association, its Board of Directors and its officers shall cooperate to facilitate the necessary auditing and review process.

13. **AMENDMENT.**

13.1 Approval Required. Except as may otherwise be provided in this Declaration or by the Act, including ORS 100.135 and ORS 100.513(5), the Declaration may be amended if such amendment is approved by seventy-five percent (75%) or more of all votes of the unit owners. No amendment may change Section 5.3 unless such amendment has been approved by the votes of ninety percent (90%) or more of all votes of the unit owners. No amendment may change the allocation of undivided interest in the common elements, method of determining liability for operations, maintenance, and reserve expenses, right to operations, maintenance, and reserve profits, or voting rights of any unit unless such amendment has been approved by the owners of the affected units and the holders of any mortgage or trust deed on such unit. No amendment may reduce or eliminate the rights of first mortgagees set forth herein without the written consent of fifty-one percent (51%) of all such first mortgages.

13.2 Recordation. Except as provided in ORS 100.515(5), the amendment shall be certified by the Chairperson and Secretary of the Association as being adopted in accordance with the Declaration and the provisions of ORS 100.005 to 100.910 and 100.990 and acknowledged in the manner provided for acknowledgment of deeds. If required by the Act, the amendment shall be approved by the Real Estate Commissioner and county assessor according to ORS 100.110. The amendment shall be effective when recorded in the Deed Records of Multnomah County. If the amendment is not recorded within two (2) years from the date of approval by the Real Estate Commissioner, the approval shall automatically expire and the amendment must be resubmitted for approval.

14. **DECLARANT'S RIGHTS.** Notwithstanding any provisions to the contrary in this Declaration or the Bylaws, Declarant shall have the following special rights:

14.1 Amendment to Declaration and Bylaws. No amendment to the Declaration and Bylaws shall be effective without the written consent of Declarant or until the earlier of the following dates: (a) three (3) years from the date this Declaration is recorded, or (b) the date on which seventy-five percent (75%) of the units have been conveyed to persons other than Declarant.

14.2 Assessments for Additional Capital Improvements. No units owned by Declarant shall be assessed by the Association or the Board of Directors for the construction or acquisition of additional capital improvements or any other special assessment without the written consent of Declarant for five (5) years from the date this Declaration is recorded.

14.3 Development Easement. Declarant and its agents shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of completing any portion of the condominium, discharging any obligations of Declarant, and/or carrying out sales and rentals of units and advertisements thereof, including posting signs on the property. Declarant shall have the right to use units owned by Declarant as model units and shall have the right to use a unit as a sales office.

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

15. SEVERABILITY. Should any of the provisions herein conflict with the provisions of the Act, the statutory provisions shall apply. Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provisions of this Declaration or the Bylaws.

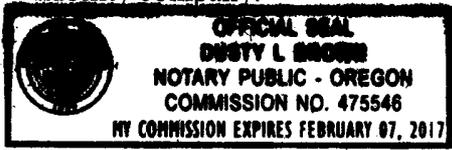
16. CONFLICTING PROVISIONS. In the event of a conflict between or among the Declaration, Bylaws and any administrative rules and regulations, the provisions of the Declaration shall be paramount to the Bylaws and the rules and regulations, and the Bylaws shall be paramount to the rules and regulations,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

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 11 day of July, 2013.

Tabor Crest Homes LLC
By [Signature]
George Crawford Managing Member

STATE OF OREGON, County of Multnomah) ss.

On this 11 day of July, 2013, before me personally appeared George Crawford who, being duly sworn, did say that he is the Managing member of Tabor Crest Homes LLC an Oregon Limited Liability Company, and did further say that he executed the foregoing instrument for and on behalf of said limited liability company, and acknowledged that said instrument is his free act and deed and of said limited liability company.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2-7-17

The foregoing Declaration is approved this 15th day of September, 2013

By: [Signature]
Assessor and Tax Collector to
Multnomah County, Oregon

The foregoing Declaration is approved pursuant to ORS 100.110 this 7th day of August, 2013, and in accordance with ORS 100.110(8), this approval shall automatically expire if this Declaration is not recorded within one (1) year. from this date.

Real Estate Commissioner

By: [Signature]

EXHIBIT "A"

LEGAL DESCRIPTION

BEING THE SOUTH ONE-HALF OF LOTS 1 AND 2, BLOCK 122, WEST IRVINGTON, MULTNOMAH COUNTY PLAT RECORDS, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, A 5/8 INCH X 30 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "FOSTER LS 1934" SET AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEARS NORTH 00°00'49" WEST, 100.37 FEET FROM A 3/4 INCH IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 269, HOLLADAYS ADDITION, MULTNOMAH COUNTY PLAT RECORDS; THENCE, ALONG THE SOUTH LINE OF SAID LOTS 1 AND 2, NORTH 90°00'00" WEST, 100.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT BEING REFERENCED BY A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LOVE PLS 747", WHICH BEARS NORTH 13°14'34" EAST, 0.26 FEET; THENCE, ALONG THE WEST LINE OF SAID LOT 2, NORTH 00°00'49" WEST, 50.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LOVE PLS 747" FOUND AT THE NORTHWEST CORNER OF THE SOUTH ONE-HALF OF SAID LOTS 1 AND 2; THENCE, ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID LOTS 1 AND 2, NORTH 90°00'00" EAST, 100.05 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LOVE PLS 747" FOUND AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF SAID LOTS 1 AND 2; THENCE, ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF NE 10TH AVENUE, SOUTH 00°00'49" EAST, 50.00 FEET TO THE INITIAL POINT.
CONTAINS 5002 SQUARE FEET, MORE OR LESS.

EXHIBIT B

RESIDENTIAL UNIT	RESIDENTIAL UNIT SQ. FOOTAGE	LIMITED COMMON ELEMENT DECK/PORCH	PER CENT INTEREST IN COMMON ELEMENT	PERCENT INCOME AND EXPENSES ALLOCATION
A.	1146 SF	Decks	19%	20.0%
B.	1146 SF	Decks	19%	20.0%
C.	1146 SF	Decks	19%	20.0%
D.	1146 SF	Decks	19%	20.0%
E.	1450 SF.	Porch	20.0%	20.0%
RESIDENTIAL TOTALS		6034 SF	96.00%	

STORAGE UNIT	STORAGE UNIT SQ. FOOTAGE	PER CENT INTEREST IN COMMON ELEMENTS
S-1	96 SF	1%
S-2	188 SF	1%
S-3	139 SF	1%
S-4	135 SF	1%
STORAGE TOTALS		558 SF 4%

TOTAL ALLOCATION 100%