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Washington County

DECLARATION SUBMITTING STAGE 1 OF
THE QUINTET CONDOMINIUM
TO CONDOMINIUM OWNERSHIP

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 11th day of April, 1991 by CASCADE ESTATES CORP., an Oregon corporation ("Declarant").

Declarant proposes to create a condominium to be known as The Quintet Condominium, which will be located in Washington County, Oregon. The purpose of this Declaration is to submit Stage 1 of The Quintet 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 I

DEFINITIONS

When used in this Declaration, the following terms shall have the following meanings:

1.1 "Bylaws" means the Bylaws of the Association of Unit Owners of The Quintet Condominium adopted pursuant to Section 13.4 below as the same may be amended from time to time.

1.2 "Condominium" means all of that property submitted to the condominium form of ownership by this Declaration, and any additional property annexed pursuant to Article XIV below.

1.3 "Declarant" means Cascade Estates Corp., an Oregon corporation, and its successors and assigns.

1.4 "Eligible mortgage" means a recorded first mortgage held by a mortgagee who has delivered to the chairman or registered agent of the association of unit owners a written request for notice of any proposed action requiring the prior consent of a specified percentage of eligible mortgagees, and "eligible mortgage holder" means the holder of an eligible mortgage.

1.5 "Mortgage" means a recorded mortgage, trust deed or contract of sale which creates a lien against a unit, and "mortgagee" means the holder, beneficiary or vendor of such a mortgage, trust deed or contract of sale.

1.6 "Plat" means the Plat of The Quintet Condominium, Stage One, recorded simultaneously with the recording of this Declaration.

1.7 "Unit" means one of the dwelling spaces, and the improvements within its boundaries, contained within the condominium and having the boundaries described in Section 4.3 of this Declaration.

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 II

SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The property submitted to the Oregon Condominium Act by this Declaration is held by Declarant and is to be conveyed by Declarant in fee simple estate. The land submitted is located in Washington County, Oregon, and is more particularly described in the attached Exhibit A. The property submitted includes the land so described, the building and improvements located on such land and the easement described in Section 12.6 of this Declaration.

ARTICLE III

NAME OF CONDOMINIUM

The name by which the condominium shall be known is "The Quintet Condominium."

ARTICLE IV

UNITS

4.1 General Description of Building. Stage 1 contains a single building. The building has a basement parking garage constructed of reinforced concrete and concrete block and five levels of units above the garage. The exterior and load-bearing walls are constructed of concrete and concrete block, and the floors are constructed of hollow-core concrete plant topped by a layer of poured concrete. The roof of the building is framed with concrete and steel and finished partially with concrete tile and partially with single-ply membrane.

4.2 General Description, Location and Designation of Units. Stage 1 contains a total of 40 units. The dimensions, designation and location of each unit are shown on 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-1.

4.3 Boundaries of Units. Each unit shall be bounded by its perimeter and bearing walls, floors, ceilings, and by its windows and window frames and doors and door frames. The unit shall include all wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. Each unit shall include the surfaces so described (including the unexposed face of wallboard and the underside of the finished floor) and the air space so encompassed, but shall not include the deck or decks or storage area adjacent to and accessible through each unit and pertaining thereto as a limited common element pursuant to Article VI below. All other portions of the walls, floors or ceilings shall be a part of the common elements, including exterior and bearing wall studs. 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 V

GENERAL COMMON ELEMENTS

The general common elements consist of the following:

5.1 The land, grounds, landscaping and parking areas on the land, except parking spaces designated as limited common elements by Article VI below.

5.2 Pipes, ducts, flues, chutes, conduits, wires and other utility and communications installations to their outlets within a unit.

5.3 Roofs, foundations, bearing walls, perimeter walls, slab floors, beams, columns and girders.

5.4 Elevators, lobbies, stairways, balconies, grills, security systems, landings, the storage room adjacent to the loft of Unit 340, and enclosed or inaccessible spaces which are not part of a unit, including the enclosed spaces between perimeter and bearing walls and the unexposed face of wallboard within units.

5.5 All other elements of the building and the land 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 VI

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 Parking spaces listed on Exhibit C attached hereto, each of which shall pertain to the corresponding unit listed on Exhibit C; provided, however, that any such parking space other than a paired 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 same is being transferred. Such transfer shall be effective upon the recording of such amendment in the Real Property Records of Washington County, Oregon. No such transfer, however, shall be made so as to leave any unit without at least one parking space assigned to it as a limited common element. Nor shall any such transfer of a paired parking space be made. A paired parking space is one identified on Exhibit C and on the Plat with a number which includes the letter "A" or "B."

6.2 All decks and storage areas adjoining and accessible through units, each of which shall pertain to the unit which it adjoins, as shown on the Plat. The right of use of decks and storage areas constituting limited common elements shall not be transferable separate from the right of use of the unit to which they pertain.

6.2.1 The boundaries of each deck constituting a limited common element shall be the interior surface of the walls (including the vertical plane of the interior surface of the deck balcony half-wall), floors and ceilings enclosing the deck. Each deck shall consist of the space so encompassed, any door separating the deck from a storage area, and any wallboard, ceiling board, carpeting or any other material constituting any part of its finished surface.

6.2.2 The boundaries of each storage area constituting a limited common element shall be the interior surface of the walls, floors and ceilings enclosing the storage room.

Each storage room shall consist of the space so encompassed and any wallboard, ceiling board, carpeting or any other material constituting any part of its finished surfaces.

ARTICLE VII

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-1. Such allocation will change if additional stages are added to the condominium as more particularly described in Section 14.5 below.

ARTICLE VIII

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 IX

SERVICE OF PROCESS

The designated agent to receive service of process in cases provided in subsection (1) of ORS 100.550 will be named in the Condominium Information Report which will be filed with the Oregon Secretary of State in accordance with ORS 100.250(1)(a).

ARTICLE X

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 any rules and regulations which may

be adopted pursuant to the Bylaws. Each unit owner shall be bound by each of such documents.

ARTICLE XI

MAINTENANCE OF COMMON ELEMENTS

11.1 Responsibility of Association. Except as provided in Section 11.2 of this Declaration, 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 Responsibility of Unit Owner. The necessary work to maintain, repair or replace each limited common element except parking spaces constituting limited common elements shall be the responsibility of the owner of the unit to which the limited common element pertains.

ARTICLE XII

EASEMENTS

12.1 In General. Each unit shall have 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 unit and the condominium. In addition, each unit and all the common elements are specifically subject to easements as required for the electrical wiring, plumbing, and venting for each unit. The specific mention or reservation of any easement in this Declaration does not limit or negate any easement to which any unit or the common elements may be entitled by law.

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 of unit owners, 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 having a term in excess of two years, easements, rights-of-way, licenses, and similar interests affecting the common elements and consent to vacation of roadways 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 each owner and each mortgagee of any unit having the right to use such limited common element joins in the instrument granting the interest. Nothing in this Section 12.3 shall be deemed to limit the authority of the association pursuant to ORS 100.405(5).

12.4 Right of Entry. The board of directors of the association, 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 shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of completing or making repairs to the condominium, 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.

12.6 Easement for Access. Each unit shall have a nonexclusive easement for reasonable access to and from the condominium across the surface of the area described in Exhibit D to this Declaration (the "Easement Area"). The foregoing easement shall be appurtenant to and benefit the condominium and burden that part of the property described in Exhibit E which is not in the condominium (the "Burdened Property"). Use of the easement shall be on a nonpriority basis by all unit owners and their designees, guests, invitees, successors, assigns,

lessees, mortgagees, customers, agents and employees subject at all times to such reasonable rules and regulations as may be adopted by the owner of the Burdened Property from time to time, including without limitation access restrictions intended to protect the security of the condominium and the Burdened Property. The owner of the Burdened Property shall operate, maintain and repair the Easement Area in good condition for its intended purpose of pedestrian and vehicular access. If the owner fails to properly operate, repair or maintain the Easement Area, then the association of unit owners of the condominium may do so after reasonable written notice and opportunity to cure the failure having been given to the owner. All reasonable expenses incurred in operating, maintaining and repairing the Easement Area shall be shared by the association of unit owners and the owner of the Burdened Property in the ratio of the aggregate square footage of units in the condominium to the aggregate square footage of dwelling spaces in buildings located on the Burdened Property. Either party shall have the right to inspect the records of the other party during normal business hours with respect to shared expenses incurred by the other party. In addition to any other remedies, the association of unit owners shall be entitled to injunctive relief to enforce this easement. This easement shall terminate if and when the fee title to the entire Easement Area is submitted to the condominium as a result of annexation of a subsequent stage or stages of the condominium.

12.7 Right of Use of Utility Mains. Each unit and the common elements of the condominium shall have a nonexclusive right to make use, for the purpose of delivering utilities to the condominium, of utility lines, wires, pipes, conduits, cable television lines, sewers and drainage lines and related utility equipment on the Burdened Property which provide utility services to the condominium (the "utility mains"). The foregoing covenant shall be appurtenant to and benefit the condominium and burden the Burdened Property as defined in Section 12.6. The right of use shall be on a nonpriority basis with other users of the utility mains. The owner of the Burdened Property shall maintain the utility mains in good condition and repair for their intended purpose; provided, however, that in the event the utility provider agrees or is otherwise obligated to maintain and repair, the owner of the Burdened Property shall have no obligation to maintain and repair. If the utility provider or the owner of the Burdened Property fails to properly operate, repair or maintain the utility mains, the Association may do so after giving the owner reasonable notice and opportunity to cure. All reasonable expenses incurred in operating, maintaining and repairing the utility mains shall be shared by the condominium and the owner of the Burdened Property in the ratio of the aggregate square footage of the units in the condominium to the aggregate square

footage of dwelling spaces in buildings located on the Burdened Property. Either party shall have the right to inspect the records of the other party during normal business hours with respect to shared expenses incurred by the other party. In addition to any other remedies, the association of unit owners shall be entitled to injunctive relief to enforce the rights of use granted by this Section 12.7. This covenant shall terminate if and when the fee title to the entire Burdened Property is submitted to the condominium as the result of annexation of a subsequent stage or stages of the condominium.

ARTICLE XIII

ASSOCIATION OF UNIT OWNERS

13.1 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 The Quintet Condominium" and the association shall be an Oregon nonprofit corporation.

13.2 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.

13.3 Powers and Duties. The association shall have such powers and duties as may be granted to it by the Oregon Condominium Act and the Oregon Nonprofit Corporation 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.

13.4 Adoption of Bylaws; Declarant Control of Association. Until (a) a date seven (7) years from the date of the first conveyance of a unit to a person other than Declarant or (b) the date when Declarant has conveyed seventy-five percent (75%) of the units in the final stage of the condominium to persons other than Declarant or (c) the date on which Declarant elects to relinquish permanently its control, whichever date first occurs, the association shall be controlled administratively by the Declarant through the right to appoint the directors of the association. Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the association, which Bylaws are attached hereto as Exhibit F. At the same time, Declarant will appoint a board of directors of the association, which directors shall serve until their successors have been elected as provided in Section 2.2 of the Bylaws as adopted by the Declarant. 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 XIV

PLAN OF DEVELOPMENT

14.1 Stages. The condominium may be created in up to six stages. By recording this Declaration, Declarant submits Stage 1 to the condominium form of ownership. Declarant reserves the right to add up to five additional stages to the condominium and to annex such additional stages by recording supplements to this Declaration pursuant to ORS 100.120, together with a plat of the stage being annexed bearing a completion certificate as required by ORS 100.120 and 100.115. Each stage shall consist of land and one or more buildings, improvements and appurtenances included within or located on the land described in Exhibit E.

14.2 Maximum Number of Units and Stages. If all stages are annexed, the condominium shall contain not more than 206 units.

14.3 Termination Date. No additional stage may be added more than ten years after the recording of this Declaration. Such date may be extended for a period not to exceed two years by an amendment adopted pursuant to Section 16.2.

14.4 Additional Common Elements. Property and improvements annexed to the condominium as general common elements as part of stage 2, 3, 4, 5 or 6 may include the recreation building, tennis courts, driveway, pump station, landscaping and other improvements located at present on the land described in Exhibit E. If annexed, the use of such property and improvements would be controlled by the association of unit owners.

14.5 Allocation of Interests in Common Elements. The allocation of undivided interests in the common elements will change if additional stages are annexed to the condominium. Such allocation shall be determined by the ratio of the aggregate square footage of each unit compared to the aggregate square footage of all units then existing in the condominium. The minimum allocation of undivided interest in the common elements of each unit in Stage 1 upon annexation of all stages if Declarant elects to annex all stages is set forth in Exhibit B-2.

ARTICLE XV

MORTGAGEES

15.1 Controlling Over Other Sections. In the event of a conflict between this Article XV and other sections of this Declaration, the provisions of this Article XV shall control.

15.2 Notice of Action. Upon written request to the association of unit owners identifying the name and address of the mortgagee and the unit number or address, any eligible mortgage holder shall be entitled to receive written notice of:

(a) All meetings of the association and shall be permitted to designate a representative to attend all such meetings;

(b) Any condemnation loss or any casualty loss which affects a material portion of the condominium or any unit on which there is a mortgage held by the eligible mortgage holder;

(c) Any delinquency in the payment of assessments or charges owed by an owner of a unit which remains uncured for a period of sixty (60) days if the eligible mortgage holder holds a mortgage on the unit;

(d) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the association at least ten (10) days before such occurs;

(e) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders under the Declaration or the Bylaws.

15.3 Approval Required for Termination or Restoration. The condominium shall not be terminated due to substantial destruction or condemnation without the prior written consent of eligible mortgage holders holding at least 51 percent of the eligible mortgages. The condominium shall not be terminated for a reason other than substantial destruction or condemnation without the prior written consent of eligible mortgage holders holding at least 67 percent of the eligible mortgages. The condominium, or any part thereof, shall not be repaired or restored after damage or partial condemnation in a manner other than that specified in the Declaration or Bylaws without the prior written consent of eligible mortgage holders holding at least 67 percent of the eligible mortgages.

15.4 Approval Required for Material Amendments. Subject to any contrary provisions of the Oregon Condominium Act, except upon the approval of owners of units which have at least 67

percent of the votes in the condominium and upon the prior approval of eligible mortgage holders holding at least 51 percent of the eligible mortgages, no amendment shall be made to the Declaration or the Articles of Incorporation or Bylaws of the association of unit owners which, if adopted, would adopt or materially modify a provision of the Declaration, Articles of Incorporation or Bylaws establishing, providing for, or regulating:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of liens;
- (c) Reserves for maintenance, repair and replacement of the common elements;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the common elements (except specifically for the transfer of the right to use limited common element parking spaces, which transfer shall require the consent of each holder of a mortgage on the transferring unit);
- (f) Responsibility for maintenance and repair of the several portions of the condominium;
- (g) Expansion or contraction of the condominium, or the addition, annexation or withdrawal of property to or from the condominium;
- (h) Boundaries of any unit;
- (i) The interests in the general or limited common elements;
- (j) Convertibility of units into common elements, or of common elements into units;
- (k) Leasing of units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey a unit; and
- (m) Any provisions which are for the express benefit of eligible mortgage holders.

15.5 Limitation. The provisions of Section 15.4 are intended only to be a limitation on the right of the owners to amend the Declaration, Articles of Incorporation and Bylaws. Any such amendments to the Declaration, Articles of Incorporation or Bylaws shall be made only upon full compliance with the provisions of such relating to the procedure and percentage of votes required for such amendment in addition to Section 15.4.

15.6 Deemed Approval by Mortgagees. Any mortgagee who receives a written request to approve an amendment to the Declaration, Articles of Incorporation, or Bylaws or any other action to be taken by the board of directors, association, or owners shall be deemed to have given such approval unless such mortgagee's written objection to such action is delivered to the association within thirty (30) days after the date of the written request, provided the request was delivered by certified or registered mail, return receipt requested or by other means providing a written receipt for delivery.

15.7 Change in Manager. In the event professional management is employed by the association, at least thirty (30) days notice of any contemplated change in the professional manager shall be given to any mortgagee which has requested to be notified. If the association has employed professional management, the association shall not terminate professional management and assume self-management without the prior consent of owners having at least 67 percent of the votes of the condominium and the approval of eligible mortgage holders holding at least 51 percent of the eligible mortgages, provided however, that such prior consent shall not be required to change from one professional manager to another professional manager.

15.8 Mortgagee's Rights upon Failure to Maintain. If an eligible mortgage holder determines that the board of directors is not providing an adequate maintenance, repair and replacement program for the common elements, such holder, 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 holder, 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 the vote for each unit on which it holds an eligible mortgage on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.

ARTICLE XVI

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. 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 XV. Declarant's prior written consent shall also be required for amendment of this Declaration until annexation of the last stage of the condominium and so long as Declarant owns 25 percent or more of the units in the last stage of 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 the 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 owner and all mortgagees of the affected unit. Any amendment which would limit or diminish any special Declarant rights established in the Declaration or Bylaws, or otherwise adversely affect Declarant, shall require the written consent of Declarant so long as Declarant remains the owner of one or more units.

16.3 Recordation. The amendment shall be effective upon recordation in the Deed Records of Washington 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.

16.4 Power of Attorney for Changes Required by Lenders and Governmental Authorities. By accepting a conveyance of a unit, each owner thereby appoints the Declarant as its attorney in fact for the limited and sole purpose of voting on behalf of the owner in favor of amendments to the Declaration, Articles of Incorporation, or Bylaws in order to comply with requirements of the Federal Housing Administration of the United States, 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 which insures, guarantees or provides financing for condominiums or units in condominiums. Such power of attorney shall be irrevocable for a term equal to the period of administrative control of the association of unit owners by the Declarant provided for in Section 13.4 of this Declaration and Section 2.2 of the Bylaws. Such power of attorney is coupled with an interest.

ARTICLE XVI

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.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 11th day of APRIL, 1991.

CASCADE ESTATES CORP.

By: *Chuichi Arai*

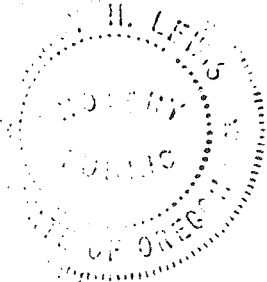
Its: President

By: *M. Yatabe*

Its: Vice President

STATE OF OREGON)
)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 11th day of April, 1991, by Chuichi Arai, the President, and Masaru Yatabe, a Vice President, of CASCADE ESTATES CORP., an Oregon corporation, on behalf of the corporation.



Nancy A. Lewis
Notary Public for Oregon
My commission expires: 4-23-92

JUNE The foregoing Declaration is approved this 26TH day of
1991.

ASSESSOR FOR WASHINGTON COUNTY

By Paul A. Zaffner

The foregoing Declaration is approved this 26TH day
of JUNE, 1991.

TAX COLLECTOR FOR WASHINGTON COUNTY

By Paul A. Zaffner

The foregoing Declaration and Bylaws attached hereto
are approved this 3rd day of June, 1991.

MORELLA LARSEN, Real Estate
Commissioner

By Stan P. Mayfield
Stan P. Mayfield

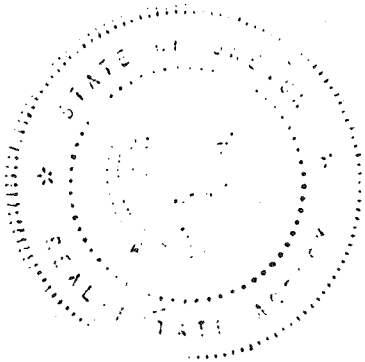


EXHIBIT "A"
THE QUINTET CONDOMINIUM
STAGE ONE

A parcel of land in the northeast one-quarter of Section 1, T.1S., R.1W., W.M., Washington County, Oregon, being more particularly described as follows:

Beginning at the Initial Point, said point bears S.84°58'34"E., 179.50 feet from the northeast corner of Lot 10, "Windemere", a duly recorded plat in Washington County, Oregon; thence from said Initial Point I ran N.79°04'02"E., 171.05 feet; thence S.05°08'47"W., 32.10 feet; thence along the arc of a 65.00 foot radius curve left, through a central angle of 24°07'04", a distance of 27.36 feet (chord bears S.06°54'44"E., 27.16 feet); thence S.18°58'16"E., 52.24 feet; thence along the arc of a 103.59 foot radius curve right, through a central angle of 62°44'59", a distance of 113.45 feet (chord bears S.12°24'13"W., 107.86 feet); thence N.45°58'18"W., 20.29 feet; thence S.89°36'15"W., 325.10 feet to the easterly line of said "Windemere"; thence N.00°23'45"W. along said easterly line, 185.11 feet; thence leaving said easterly line, S.84°58'34"E., 179.50 feet to the Point of Beginning.

Contains 1.48 acres (64,569 square feet), more or less.

EXHIBIT B-1

Unit Square Footages and Percentage Interests
(Stage 1)

<u>Unit No.</u>	<u>Approximate Square Footage</u>	<u>Percentage Interest in Common Elements</u>
310	1,142	3.0480
311	1,035	2.7625
312	684	1.8256
313	684	1.8256
314	684	1.8256
315	684	1.8256
316	1,035	2.7625
317	1,035	2.7625
318	1,142	3.0480
320	1,142	3.0480
321	1,035	2.7625
322	684	1.8256
323	684	1.8256
324	684	1.8256
325	684	1.8256
326	1,035	2.7625
327	1,035	2.7625
328	1,142	3.0480
330	1,412	3.7690
331	1,035	2.7625
332	684	1.8256
333	684	1.8256
334	684	1.8256
335	684	1.8256
336	1,035	2.7625
337	1,035	2.7625
338	1,412	3.7690
340	1,420	3.7905
341	684	1.8256
342	684	1.8256
343	684	1.8256
344	684	1.8256
345	1,035	2.7625
346	1,035	2.7625
350	1,062	2.8346
351	684	1.8256
352	1,062	2.8346
353	1,062	2.8346
354	1,035	2.7625
355	<u>1,420</u>	<u>3.7905</u>
Total	37,466	100.0000

EXHIBIT B-2

Minimum Percentage Interests of Stage 1 Units
Annexation of All Stages

<u>Unit No.</u>	<u>Minimum Percentage Interest in Common Elements</u>
310	.5949249
311	.5391833
312	.3563298
313	.3563298
314	.3563298
315	.3563298
316	.5391833
317	.5391833
318	.5949249
320	.5949249
321	.5391833
322	.3563298
323	.3563298
324	.3563298
325	.3563298
326	.5391833
327	.5391833
328	.5949249
330	.7355814
331	.5391833
332	.3563298
333	.3563298
334	.3563298
335	.3563298
336	.5391833
337	.5391833
338	.7355814
340	.7397490
341	.3563298
342	.3563298
343	.3563298
344	.3563298
345	.5391833
346	.5391833
350	.5532489
351	.3563298
352	.5532489
353	.5532489
354	.5391833
355	.7397490
Total	19.5179133

EXHIBIT C

PARKING SPACE ASSIGNMENTS

<u>Unit No.</u>	<u>Parking Plat No.</u>	<u>Unit No.</u>	<u>Parking Plat No.</u>
310	P-181, P-196	343	P-186, P-224
311	P-210, P-226	344	P-166, P-225
312	P-172-A, P-172-B	345	P-170, P-230
313	P-173-A, P-173-B	346	P-171, P-231
314	P-174-A, P-174-B	350	P-194, P-195
315	P-215, P-237	351	P-165, P-223
316	P-209, P-236	352	P-205, P-206
317	P-167, P-235	353	P-203, P-204
318	P-175, P-176	354	P-192, P-193
320	P-199, P-200	355	P-177, P-178
321	P-208, P-227		
322	P-214, P-238		
323	P-213, P-239		
324	P-189, P-240		
325	P-212, P-219		
326	P-185, P-234		
327	P-168, P-228		
328	P-201, P-202		
330	P-180, P-197		
331	P-207, P-233		
332	P-190, P-220		
333	P-211, P-218		
334	P-191, P-222		
335	P-187, P-216		
336	P-184, P-229		
337	P-169, P-232		
338	P-179, P-198		
340	P-182, P-183		
341	P-188, P-221		
342	P-164, P-217		

EXHIBIT C TO DECLARATION SUBMITTING STAGE 1 OF THE QUINTET
 CONDOMINIUM, page 1 of 1

EXHIBIT 'D'
"ACCESS EASEMENT"

A strip of land 30.00 feet in width, in the northeast one-quarter of Section 1, T.1S., R.1W., W.M., Washington County, Oregon, said strip lying 15.00 feet on each side of (unless otherwise herein noted) the following described centerline:

Commencing at the northeast corner of Section 1, T.1S., R.1W., W.M., (The "Willamette Stone"); thence S.89°37'40"W. along the North line of said Section 1, 640.20 feet to the northeast corner of the Plat of "Windemere", a duly recorded plat in said Washington County; thence S.00°23'45"E. along the East line of said plat, 1,072.46 feet to the southeast corner of said plat; thence continuing S.00°23'45"E., 206.34 feet to a point on the North right-of-way of West Burnside Street; thence easterly along said North right-of-way along the arc of a nontangent curve left (the radius point of which bears N.07°39'24"W., 667.20 feet) through a central angle of 09°42'51" (chord bears N.77°29'11"E., 112.99 feet), 113.12 feet to the True Point of Beginning of the herein described strip (strip width for the following described course is 60.00 feet, lying 30.00 feet on each side of centerline); thence leaving said North right-of-way along the arc of a nontangent curve right (the radius point of which bears N.65°40'58"E., 60.00 feet) through a central angle of 79°19'55" (chord bears N.15°20'02"E., 76.60 feet), 83.08 feet (strip width for the following described courses is 30.00 feet, lying 15.00 feet on each side of centerline); thence N.54°59'59"E., 184.82 feet; thence along the arc of an 85.00 foot radius curve left, through a central angle of 55°33'55" (chord bears N.27°13'02"E., 79.24 feet), 82.43 feet; thence N.00°33'55"W., 54.84 feet; thence along the arc of a 65.00 foot radius curve right, through a central angle of 14°12'40" (chord bears N.06°32'24"E., 16.08 feet), 16.12 feet to a point of reverse curvature; thence along the arc of a 35.00 foot radius curve left, through a central angle of 14°02'26" (chord bears N.06°37'31"E., 8.56 feet), 8.58 feet; thence N.00°23'42"W., 100.45 feet; thence along the arc of a 35.00 foot radius curve left, through a central angle of 14°17'03" (chord bears N.07°32'13"W., 8.70 feet), 8.73 feet to a point of reverse curvature; thence along the arc of a 65.00 foot radius curve left, through a central angle of 14°30'25" (chord bears N.07°25'32"W., 16.41 feet), 16.46 feet; thence N.00°10'19"W., 11.04 feet; thence along the arc of a 107.80 foot radius curve right, through a central angle of 43°57'02" (chord bears N.21°48'11"E., 80.68 feet), 82.69 feet to a point of reverse curvature; thence along the arc of an 118.59 foot radius curve, through a central angle of 62°44'59" (chord bears N.12°24'13"E., 123.48 feet), 129.88 feet; thence N.18°58'16"W., 52.24 feet; thence along the arc of a 50.00 foot radius curve right, through a central angle of 24°07'04" (chord bears N.06°54'44"W., 20.89 feet), 21.05 feet; thence N.05°08'47"E., 44.00 feet to the terminus of the herein described strip.



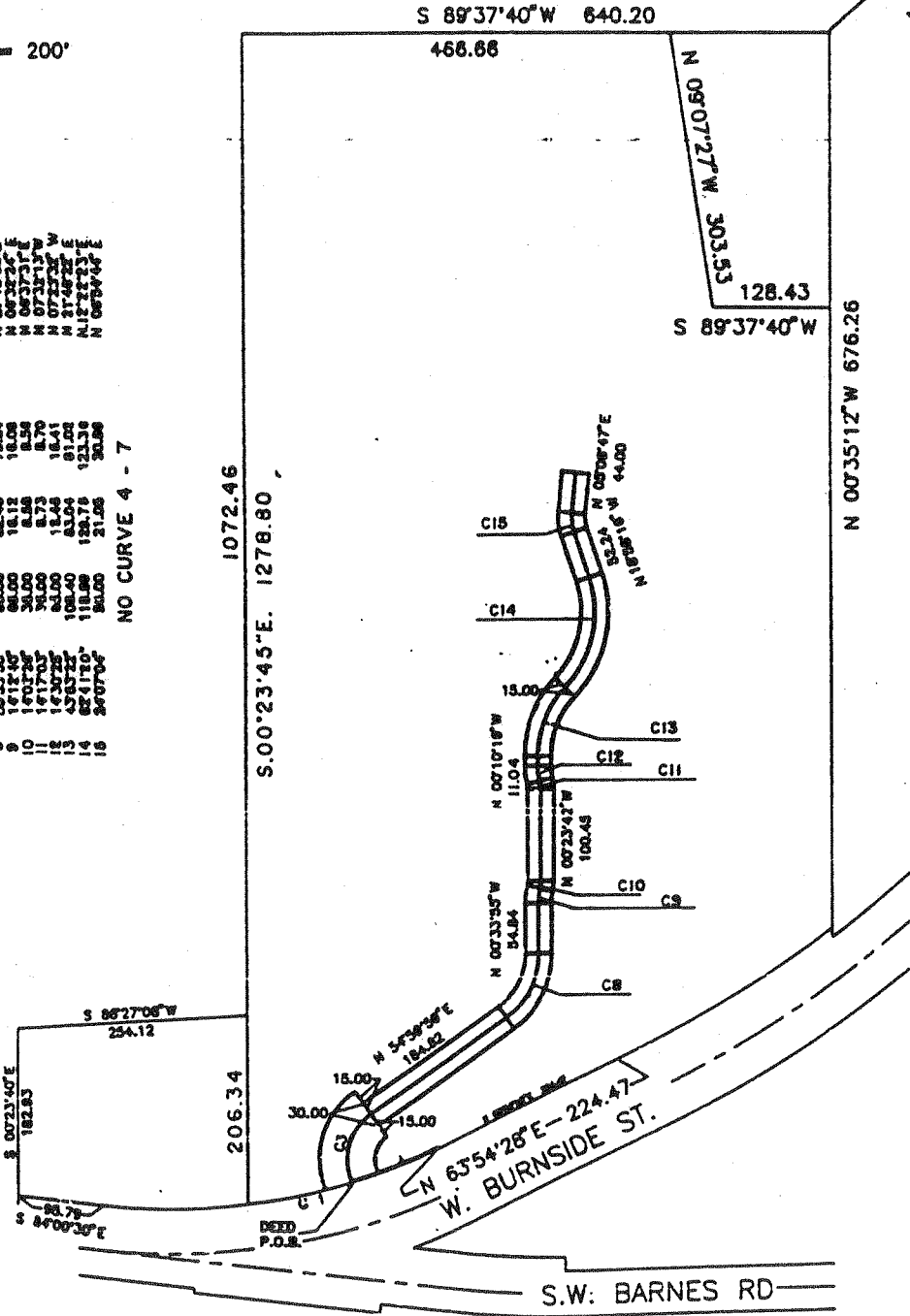
SCALE 1" = 200'

WILLAMETTE STONE
NE COR.
SECTION 1

CURVE	DELTA	RADIUS	ARC	CHORD
1	074°51'	967.30	113.12	112.99
2	NO CURVE	00.00	00.00	76.60
3	79°18'	80.00	82.13	76.46
4	89°13'	80.00	82.13	76.46
5	141°24'	34.00	18.42	18.04
6	141°24'	34.00	18.42	18.04
7	141°24'	34.00	18.42	18.04
8	141°24'	34.00	18.42	18.04
9	141°24'	34.00	18.42	18.04
10	141°24'	34.00	18.42	18.04
11	141°24'	34.00	18.42	18.04
12	141°24'	34.00	18.42	18.04
13	43°32'	104.40	104.00	104.00
14	62°41'	118.99	122.76	123.38
15	26°07'	80.00	21.26	20.88

CURVE	DELTA	RADIUS	ARC	CHORD
1	074°51'	967.30	113.12	112.99
2	NO CURVE	00.00	00.00	76.60
3	79°18'	80.00	82.13	76.46
4	89°13'	80.00	82.13	76.46
5	141°24'	34.00	18.42	18.04
6	141°24'	34.00	18.42	18.04
7	141°24'	34.00	18.42	18.04
8	141°24'	34.00	18.42	18.04
9	141°24'	34.00	18.42	18.04
10	141°24'	34.00	18.42	18.04
11	141°24'	34.00	18.42	18.04
12	141°24'	34.00	18.42	18.04
13	43°32'	104.40	104.00	104.00
14	62°41'	118.99	122.76	123.38
15	26°07'	80.00	21.26	20.88

NO CURVE 4 - 7



"THE QUINTET"
DRAWING TO ACCOMPANY "EXHIBIT D"
INGRESS AND EGRESS EASEMENT

otak
Incorporated

surveyors
engineers
planners

17355 S.W. BOONES FERRY ROAD
LAKE OSWEGO, OREGON 97036
(503)836-3818 FAX (503)836-3385

EXHIBIT E

Property Burdened by Access Easement

A parcel of land in the Northeast one-quarter of Section 1, Township 1 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, being more particularly described as follows:

Commencing at the Northeast corner of said Section 1; thence S.89°37'40"W., along the North line of said Section 1, 173.54 feet to the True Point of Beginning of the herein described parcel; thence continuing S.89°37'40"W., along the North line of said Section 1, 466.66 feet to the Northeast corner of "WINDEMERE", a duly recorded plat in Washington County, Oregon; thence S.00°23'45"E. along the Easterly line of said "WINDEMERE", 1072.46 feet to the Southeasterly corner of Tract "B" of said "WINDEMERE"; thence S.86°27'08"W. along the Southerly line of said Tract "B", 254.12 feet to the Easterly line of "WINDEMERE II TOWNHOUSE", a duly recorded Condominium Plat in Washington County, Oregon; thence S.00°23'40"E. along said Easterly line, 191.99 feet to the Northerly line of S.W. Barnes Road (County Road Number 1367); thence tracing said Northerly line and the Northerly line of W. Burnside Street (County Road Number 1390) the following courses and distances: S.84°00'30"E., 94.78 feet; thence along the arc of a 676.20 foot radius curve left, through a central angle of 32°05'02", a distance of 378.65 feet (chord bears N.79°56'59"E., 373.72 feet); thence N.63°54'28"E., 224.47 feet; thence along the arc of a 1392.39 foot radius curve left, through a central angle of 11°11'56", a distance of 272.15 feet (chord bears N.58°18'30"E., 271.72 feet) to the East line of the aforementioned Section 1; thence N.00°34'40"W. along said East line, 687.53 feet to the Southeast corner of that parcel of land described in Deed Book 490, Page 101, recorded June 27, 1963 in the Records of Washington County; thence tracing the Southerly and Westerly lines of said parcel the following courses and distances: S.89°37'40"W., 128.43 feet; thence N.09°07'27"W., 303.53 feet to the True Point of Beginning.

EXCEPTING THEREFROM those parcels as described in Dedication Deed Numbers 91007173 and 91007176, recorded February 11, 1991 in the Deed Records of Washington County, Oregon.

EXHIBIT E TO DECLARATION SUBMITTING STAGE 1 OF THE QUINTET CONDOMINIUM,
page 1 of 1