

SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP**FOR****STEPHANIE TERRACE CONDOMINIUM****WASHINGTON COUNTY, OREGON (PHASE II)**

This Supplemental Declaration is made in Washington County, Oregon, this 26th day of October, 1984. By SUN-MAR PROPERTIES II OREGON, LTD., an Oregon limited partnership ("Declarant"), for itself, its successors, grantees and assigns, pursuant to provisions of the Oregon Condominium Act, ORS 94.004 to ORS 94.480 and 94.991.

WHEREAS:

- (1) Declarant is owner in the fee simple of the land located in Washington County, Oregon, and described in the attached Exhibit A and incorporated herein;
- (2) Declarant has constructed residential buildings and certain other improvements on the land;
- (3) Declarant desires to submit the land, together with all such improvements, to the provisions, restrictions and limitations of the Oregon Condominium Act as a condominium project known as Stephanie Terrace Condominium;
- (4) Declarant desires and intends to sell the individual units contained in the condominium project, together with an undivided fee interest in the land and appurtenant other common elements, to various purchasers, subject to covenants, conditions and restrictions to be kept and observed;

(5) Declarant intends to develop the condominium project in 2 phases consisting of 28 dwelling units and 28 garages units in Phase I and 26 dwelling units and 14 garage units in Phase II. Phase I was submitted to the provisions of the Oregon Condominium Act by a Declaration of Condominium Ownership dated September 27, 1984, and recorded in the Deed Records of Washington County on October 5, 1984, Document Number 84039394.

(6) The terms used in this Declaration shall have the meanings stated in Oregon Condominium Act; and

(7) Declarant has caused to be formed a non-profit corporation known as Stephanie Terrace Condominium Owners' Association (hereinafter "Association") for the purpose of managing the project;

(8) The bylaws of the Association were adopted on September 27, 1984 and recorded in Deed Records, Washington County on October 5, 1984, Document No. 84039395.

NOW, THEREFORE, for those purposes, the Declarant makes this Declaration:

ARTICLE I: DESCRIPTION OF LAND

The land being submitted to unit ownership is located in Washington County, Oregon, as more fully described in Exhibit A. The land is owned by Declarant in fee simple.

ARTICLE II: NAME AND DESCRIPTION OF PROJECT

2.1 The name by which the property shall be known is
STEPHANIE TERRACE CONDOMINIUM.

2.2 Phase II contains 26 residential units in 7 stained hardboard-sided frame buildings with composition roofs and 14 single car garage units in single story hardboard-sided buildings with composition roofs. None of the buildings has a basement. Buildings 8, 12, and 14 have two stories with 2 units on each floor. Buildings 9, 10, and 11 have three stories: each of the top two floors contains two units; the first floor consists of 4 garages. Building 13 is a single story and contains two units.

ARTICLE III: UNIT DESIGNATION, LOCATION AND DESCRIPTION

3.1 Dwelling units shall be designated 29 through 54 and garage units shall be designated G-29 through G-32 and G-45 through G-54 and are located as shown on the plat and floor plans recorded simultaneously herewith, a copy of which is attached as Exhibit B.

3.2 Each dwelling unit is approximately 1,010 square feet in size and contains 2 bedrooms, 2 baths, living-dining room, kitchen, and use of a patio/deck and storage room as limited common elements. Units 33 - 44 also have garages as limited common elements. Each garage or garage unit is approximately 240 square feet and contains a concrete floor and overhead door.

3.3 Each unit (dwelling or garage) consists of:

(a) The space, except supporting interior walls, enclosed within the unfinished and undecorated interior surface of the unit's perimeter walls, floors and ceilings (being in appropriate cases the inner surfaces parallel to the roof plane

of the roof rafters and the projections thereof) projected, where appropriate, to form a complete enclosure of space;

(b) Any finished material, including, without limitation, paint, lacquer, varnish, wallpaper, tile and paneling, applied or affixed to the interior surfaces of the perimeter walls, to the supporting interior walls, or to the floor or ceilings;

(c) Nonsupporting interior walls;

(d) Window and doors in the perimeter walls, whether located within the bounds of a unit or not;

(e) All fixtures and appliances which are located within the otherwise bounds of the unit, including, but not limited to, fixtures and appliances connected to common elements; and

(f) The outlet of each utility service line, including water, sewage or electricity, and ventilation ducts, if any, within the otherwise bounds of the unit.

ARTICLE IV: GENERAL COMMON ELEMENTS

4.1 Each unit is granted a non-exclusive easement to use the general common elements.

4.2 The general common elements consist of all common elements not described as limited common elements.

4.3 Without limiting the generality of the definition of general common elements, general common elements include;

(a) The portion(s) of the property and the condominium project not specifically included in a unit;

- (b) A fee simple estate in all land beneath each unit or beneath improvements on the property;
- (c) All structural portions of all buildings other than a unit (as described in Article 3.3) or a limited common element;
- (d) All foundations, columns, joists, girders, beams, supports, supporting walls, supporting floors, supporting ceilings, supporting roofs, main walls and roofs;
- (e) All exterior walkways, parking areas and spaces, which are not designated limited common elements, subject to regulation by the Association;
- (f) Service streets, driveways and roadways, contained in the property (but such roadways shall cease to be a part of common elements when and if they are dedicated to public use with the consent of all unit owners and accepted by public authority having jurisdiction);
- (g) All utility pipes, lines , systems, ducts, cables, vents, wires, conduits and other related accessories or installations of or for power, light, telephone, gas, water, sewerage, heat, refrigeration, air-conditioning and other utilities from the perimeter boundaries of the condominium project to the point of the outlet or connection with fixtures or appliances located within the otherwise bounds of a unit, whether located in common elements or in units;
- (h) All decks, patios and stairways other than decks, patios and stairways designated as limited common elements; all yards, gardens and fences, chimneys and flues; and

(i) All repairs and replacements of items (a) through (h) of this Article 4.3 or of otherwise defined general common elements;

4.4 Each unit shall have a proportionate undivided fee simple interest in the common elements based on type of unit and location. See EXHIBIT C.

4.5 Each unit and all common elements shall have an easement over all adjoining units and common elements for the purpose of accommodating and maintaining any present or future encroachment as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, or any other similar cause, and any encroachment due to building overhang or projection.

4.6 Except as provided in the Declaration, the By-Laws, or the Act, none of the common elements is subject to any restriction in favor of the Declarant or any affiliate of such Declarant.

ARTICLE IV: LIMITED COMMON ELEMENTS

5.1 Each dwelling unit owner is granted an irrevocable license, easement, and right of exclusive use and occupancy, as a limited common element, to the patio (first floor units) or deck (second floor units) and storage space adjacent to his or her respective unit, as shown on the plat and floor plan recorded herewith.

5.2 Each dwelling unit owner is granted an irrevocable license, easement, and right of exclusive use and occupancy, as a

limited common element, to the entrance wall (first floor units) and entrance walk, stairs, and entrance deck (second floor units), jointly with the ownership of an adjacent unit served by such limited common elements, as shown on the plat and floor plans recorded herewith.

5.3 Each unit owner of garage units G-1 through G-4 and G-13 through G-20 and G-25 through G-28 is granted an irrevocable license, easement, and right of exclusive use and occupancy, as a limited common element, to the parking space in front of and contiguous with the respective garage unit, as shown on the plat recorded herewith.

5.4 A unit owner's use and occupancy of limited common elements reserved for his unit shall be subject to and in accordance with this Declaration and By-Laws.

5.5 Repairs and replacements of otherwise described limited common elements are limited common elements.

ARTICLE VI: COMMON EXPENSE AND COMMON PROFITS

6.1 The common profits of the property shall be distributed among, and the common expenses shall be charged to, the unit owners according to the allocation of undivided interest of each unit in the common elements as shown in Exhibit C.

6.2 Assessments for common expenses shall commence within 60 days after conveyance of the first unit. Payment of the common expenses shall be in amounts and at times which the Board of Directors of the Association determines in accordance with the Act, this Declaration and the By-Laws of the Association. There shall be a lien for non-payment of common expenses as provided by the Act.

6.3 The provisions of the original declaration for Stephanie Terrace Condominium, referred to in Recital (5) above regarding assessments for common expenses are incorporated herein by reference.

ARTICLE VII: VOTING RIGHTS

The voting power of each unit owner shall be in accordance with the percentage of ownership in common elements.

ARTICLE VIII: USE

The purpose for which the buildings and each of the units is intended is residential use (dwellings) and vehicle storage (garages).

ARTICLE IX: EASEMENTS

The Association shall have the authority to execute, acknowledge, deliver and record on behalf of the unit owners, easements, rights-of-way, licenses, and other similar interest affecting the general common elements pursuant to ORS 94.146 (5). Declarant reserves easement through and over the project for the purpose of completing construction of the project.

ARTICLE X: RESTRICTIONS ON ALIENATION

The undivided interests in the common elements shall not be separated or separately conveyed from the respective units as each said undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance of encumbrance if a unit may refer only to the title to the unit.

ARTICLE XI: PLAN OF DEVELOPMENT

Pursuant to a decision of February 2, 1984 of the Washington County Planning Department future development of the project will include the following:

(a) As property to the south of the project becomes developed, access to the project from Southwest Farmington Road will be terminated; thereafter access to the project will be from Southwest 149th Avenue.

(b) At such time as access to Southwest 149th Avenue becomes available unit owners may be subject to an assessment for the purpose of improving and widening Southwest 149th Avenue and Southwest Farmington Road.

ARTICLE XII: AMENDMENTS

An amendment to the Declaration or the Supplemental Declaration (both of which are referred to hereinafter as "the Declaration") shall not be effective unless it is approved by 75 percent of the unit owners. A copy of the Declaration as amended, or the amended thereto, certified by the Chairman and Secretary as being adopted in accordance with the Declaration and the provisions of the Oregon Condominium Act, must be recorded to be effective. Before any Amended Declaration or Amendment to a Declaration may be recorded, it must be approved by the Oregon Real Estate Commission if required by law. No amendment may change the 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 of the affected units.

ARTICLE XIII: MORTGAGEE PROTECTION

The provisions of the original declaration referred to in Recital (5) above regarding mortgage protection are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed by its General Partner this 26th day of October, 1984.

SUN-MAR PROPERTIES II OREGON, LTD
SUN EAST DEVELOPMENT CO.

By Henry Y. H. Wong President
General Partner

STATE OF OREGON)
) ss.
County of Multnomah)

October 26, 1984

Personally appeared Henry Y. H. Wong who, being duly sworn, did say that he is the General Partner of Sun-Mar Properties II Oregon, Ltd., an Oregon limited partnership, and that said instrument was signed in behalf of said limited partnership, and acknowledged said instrument to be his voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: 9-18-87

APPROVED this 5th day of November, 1984.
Department of Assessment and
Taxation (Assessor),
Washington County

By _____

APPROVAL BY COMMISSIONER

The foregoing Declaration is approved pursuant to ORS
94.036 this 30th day of October, 1984.

Morella Larsen
Real Estate Commissioner

By Stan F Mayfield

STEPHANIE TERRACE CONDOMINIUMS (Phase II)

LEGAL DESCRIPTION

A portion of lot 368, JOHNSON ESTATE ADDITION TO BEAVERTON-REEDVILLE ACREAGE, in the County of Washington and State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of said lot 368; thence S 00 deg 01' 56" E 262.48 feet; to an iron pipe, being the true point of beginning; thence N 89 deg 59' 10" E 210.96 feet; thence S 13 deg 10' 38" E, 109.53 feet; thence S 89 deg 59' 10" W, 60.00 feet; thence S 00 deg 01' 56" E, 45.00 feet; thence N 89 deg 59' 10" E, 82.00 feet; thence S 15 deg 22' 44" E, 48.68 feet; thence S 00 deg 07' 34" E 85.80 feet; thence S 89 deg 59' 25" W, 270.89 feet, to the west line of said lot 368; thence N 00 deg 01' 56" W, 284.37 feet along said west line to the true point of beginning.

EXHIBIT A

EXHIBIT B (Page 1 of 2)

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EXHIBIT B (Page 2 of 2)

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**STEPHANIE TERRACE CONDOMINIUM
PERCENTAGE OWNERSHIP IN COMMON ELEMENTS**

DWELLING UNITS:

UNIT	%	UNIT	%	UNIT	%
1	1.641	19	1.641	37	1.841
2	1.641	20	1.641	38	1.841
3	1.641	21	1.641	39	1.841
4	1.641	22	1.641	40	1.841
5	1.641	23	1.641	41	1.841
6	1.641	24	1.641	42	1.841
7	1.641	25	1.651	43	1.841
8	1.641	26	1.651	44	1.841
9	1.641	27	1.651	45	1.641
10	1.641	28	1.651	46	1.641
11	1.641	29	1.641	47	1.641
12	1.641	30	1.641	48	1.641
13	1.641	31	1.641	49	1.696
14	1.641	32	1.641	50	1.696
15	1.641	33	1.841	51	1.641
16	1.641	34	1.841	52	1.641
17	1.641	35	1.841	53	1.641
18	1.641	36	1.841	54	1.641

GARAGE UNITS:

UNIT	%	UNIT	%	UNIT	%
G-1	0.231	G-15	0.231	G-29	0.203
G-2	0.231	G-16	0.231	G-30	0.203
G-3	0.231	G-17	0.231	G-31	0.203
G-4	0.231	G-18	0.231	G-32	0.203
G-5	0.202	G-19	0.231	G-45	0.202
G-6	0.202	G-20	0.231	G-46	0.202
G-7	0.202	G-21	0.202	G-47	0.202
G-8	0.202	G-22	0.202	G-48	0.202
G-9	0.202	G-23	0.202	G-49	0.202
G-10	0.202	G-24	0.202	G-50	0.202
G-11	0.202	G-25	0.202	G-51	0.202
G-12	0.202	G-26	0.202	G-52	0.202
G-13	0.231	G-27	0.202	G-53	0.202
G-14	0.231	G-28	0.202	G-54	0.202

91.164

8.836
100.000

**EXHIBIT C
PHASE II**

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STATE OF OREGON }
County of Washington } SS

I Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in books of records of said county.

Donald W. Mason, Director of
Assessment and Taxation, Ex-
Officio Chief Deputy Clerk

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