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PREPARED BY:

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**DECLARATION SUBMITTING
HARRISON WEST CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

**PORTLAND CENTER INVESTORS LLC
Declarant**

65

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**DECLARATION SUBMITTING
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TO CONDOMINIUM OWNERSHIP**

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 20th day of March, 2024, by **PORTLAND CENTER INVESTORS LLC**, a Delaware limited liability company ("**Declarant**").

Declarant proposes to create a condominium to be known as Harrison West Condominiums, that will be located in the City of Portland, Multnomah County, Oregon. The purpose of this Declaration is to submit the property described in Article 2 below to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

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

Article 1

DEFINITIONS

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

1.1 "**Association**" means the association of unit owners established pursuant to Article 14 below.

1.2 "**Bylaws**" means the Bylaws of the Harrison West Condominiums Owners Association adopted pursuant to Section 14.4 below as the same may be amended from time to time.

1.3 "**Condominium**" means all of that property submitted to the condominium form of ownership by this Declaration.

1.4 "**Declarant**" means Portland Center Investors LLC, a Delaware limited liability company, and its successors and assigns.

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

1.6 "**Living Units**" means Standard Units, Penthouse Units and Townhome Units.

1.7 "**Master Declaration**" means the Master Declaration of Covenants, Conditions, Restrictions and Easements for Harrison Center recorded April 18, 2006 in the Records of Multnomah County, Oregon as Document No. 2006-070734.

1.8 "**Mortgage**" and "**Mortgagee**" mean, respectively, a recorded mortgage, trust deed or contract of sale that creates a lien against a unit, and the holder, beneficiary or vendor of such a mortgage, trust deed or contract of sale.

1.9 "**Parking Units**" means those units for parking of vehicles labeled as such in the attached Exhibit B.

1.10 "**Penthouse Units**" means those units labeled as such in the attached Exhibit B.

1.11 **"Plat"** means the plat of Harrison West Condominiums recorded simultaneously with the recording of this Declaration.

1.12 **"Standard Units"** means those units labeled as such in the attached Exhibit B.

1.13 **"Townhome Units"** means those units labeled as such in the attached Exhibit B.

1.14 **Incorporation by Reference**. Except as otherwise provided in this Declaration, each of the terms defined in ORS 100.005, a part of the Oregon Condominium Act, shall have the meanings set forth in such section.

Article 2

SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The property submitted to the Oregon Condominium Act by this Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The land submitted is located in the City of Portland, Multnomah County, Oregon, and is more particularly described in the attached Exhibit A. The property submitted includes the land so described, all buildings, improvements and structures, all easements, and rights and appurtenances located on, belonging to or used in connection with such land.

Article 3

NAME OF CONDOMINIUM

The name by which the Condominium shall be known is **"Harrison West Condominiums."**

Article 4

UNITS

4.1 **General Description of Buildings**. The Condominium consists of five buildings of dwelling units. One of such buildings contains 25 stories, with basement and two below-grade parking levels, and four of such buildings contain two stories without basements. The buildings are of concrete construction with concrete siding and built-up roofs.

4.2 **General Description, Location and Designation of Units**. The Condominium contains 195 Living Units and 174 Parking Units for a total of 369 units. The designation, location, description of boundaries and area in square feet of each unit are shown on the Plat and the attached Exhibit B.

4.3 **Boundaries of Units**.

(a) **Living Units**. Each Living Unit shall be bounded by (i) a vertical plane at the center of the air space between adjoining units; (ii) on exterior walls, the inside surface of the exterior skin and a vertical plane at the inside surface of the exterior windows; (iii) for other walls, a vertical plane at the exterior face of the studs; (iv) the top surface of the floor slab; and (v) the interior surfaces of the structural ceilings. Living Units shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces, except those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the Condominium. In addition, each such 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.

(b) **Parking Units.** Parking Units are bounded by the surface of floors, ceilings and perimeter walls (if any). Parking Units without perimeter walls are bounded by a vertical plane at the boundary shown on the Plat. Parking Units do not include the floor, ceiling or perimeter walls themselves.

Article 5

GENERAL COMMON ELEMENTS

The general common elements consist of all portions of the Condominium that are not part of a unit or a limited common element, including, but not limited to, the following:

5.1 The land, pathways, driveways, fences, grounds, association room and laundry room.

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

5.3 Roofs, foundations, bearing and shear walls, perimeter walls, beams, columns and girders to the interior surfaces thereof.

5.4 Stairways, landings, hallways, lobbies, elevators, entrances and exits that are not part of a unit.

5.5 All other elements of the buildings and the Condominium necessary or convenient to their existence, maintenance and safety, or normally in common use, except as may be expressly designated in this Declaration as part of a unit or a limited common element.

Article 6

LIMITED COMMON ELEMENTS

The following shall constitute limited common elements, the use of which shall be restricted to the units to which they pertain: All patios and decks, each of which shall pertain to the unit that it adjoins as shown on the Plat.

Article 7

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each unit will be entitled to an undivided ownership interest in the common elements determined by the ratio by which the square footage of the particular unit bears to the total square footage of all units combined, as shown on the attached Exhibit B. Each unit's interest in the common elements shall be inseparable from the unit and any conveyance, encumbrance, judicial sale, or other transfer, voluntary or involuntary, of an undivided interest in the common elements shall be void unless the unit to which that interest is allocated is also transferred.

Article 8

COMMON PROFITS AND EXPENSES; VOTING

8.1 **Allocation of Common Profits and Expenses.** The common profits and common expenses of the Condominium shall be allocated to the owner of each unit according to the ratio by which the square footage of the particular unit bears to the total square footage of all units combined; provided, however, that upon the sale of each unit to a person other than a successor declarant, the purchaser shall make a contribution to the working capital of the Association equal to two month's of regular Association assessments for the unit as further described in the Bylaws. 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 a vote in the affairs of the Association and for the purposes of this Declaration based upon one vote for each Standard Unit owned by such owner and two votes for each Penthouse Unit and Townhome Unit owned by such owner; provided, however, that Declarant shall have five times the voting rights otherwise allocable to each unit owned by Declarant until the earlier of (a) when Declarant has sold and conveyed to a person other than a successor declarant 75 percent or more of the units in the Condominium, or (b) three years after the date of the first conveyance of a unit to a person other than a successor declarant. No voting rights shall attach to Parking Units. The method of voting shall be as specified in the Bylaws.

Article 9

SERVICE OF PROCESS

The designated agent to receive service of process in cases provided in subsection (1) of ORS 100.550 is named in the Condominium Information Report that has been filed in accordance with ORS 100.250(1)(a).

Article 10

USE OF PROPERTY

Each unit is to be used for the purposes set forth below. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each unit owner shall be bound by each of such documents.

10.1 **Living Units.** Living Units shall be used primarily for residential purposes as defined in the Bylaws.

10.2 **Parking Units.** Parking Units may be used only for parking of vehicles and may be owned only by Declarant, the Association or the owner of a Living Unit in the Condominium. Parking Units may not be used as a residence or by any person other than Declarant, the Association or an owner, occupant or guest of a Living Unit in the Condominium. Transfer of Parking Units by Declarant or by or among unit owners shall be accomplished by deed or other form of real property conveyance instrument.

Article 11

MAINTENANCE OF COMMON ELEMENTS

11.1 **Responsibility for Maintenance.** The necessary work to maintain, repair or replace the common elements shall be the responsibility of the board of directors of the Association and shall be carried out as provided in the Bylaws.

11.2 **Mortgagee's Rights upon Failure to Maintain.** If the Mortgagee of any unit determines that the board of directors is not providing an adequate maintenance, repair and replacement program for the common elements, such Mortgagee, at its option, may give a notice to the board of directors by delivering same to the registered agent, setting forth the particular defect that it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the Mortgagee, upon written notice to the registered agent that it is exercising its proxy rights, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a Mortgage on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.

11.3 **Rights of City Upon Failure to Maintain.** The provisions of this Declaration and of the Bylaws regarding the maintenance, repair and replacement of the common elements shall be deemed to be for the benefit of the City of Portland as well as the unit owners, and the City may enforce such provisions by appropriate proceedings at law or in equity. Without limitation to the foregoing, the City may deliver a written notice to the board of directors by delivering the same to the registered agent, setting forth the particular defect that it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 30 days after receipt of the notice, or, if such correction cannot reasonably be completed within such time, the Association fails within such time to commence and pursue the correction with reasonable diligence, then the City may take necessary curative action. In such event, the cost of correction by the City shall constitute a lien against each unit and its interest in the common elements based upon such unit's share of the common expenses as provided in this Declaration.

Article 12

EASEMENTS

12.1 **In General.** Each unit has an easement in and through each other unit and the common elements for all support elements and utility, wiring, heat, plumbing, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium, including, without limitation, easements as required for the electrical wiring and plumbing for each unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common elements reserved by law. Each unit owner has an unrestricted right of ingress and egress to his or her unit. This right is perpetual and passes with the ownership of the unit.

12.2 **Encroachments.** Each unit and all common elements shall have an easement over all adjoining units and common elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and the rights and obligations of owners shall not be altered in any way by the encroachment. This provision does not relieve a unit owner

of liability in the case of willful misconduct of the unit owner, or relieve Declarant or any contractor, subcontractor or materialman from any liability as a result of failure to adhere to the Plat. The encroachments described in this Section 12.2 shall not be construed to be encumbrances affecting the marketability of title to any unit.

12.3 **Granting of Easements by Association.** Subject to the requirements of ORS 100.405(6), the Association may grant, execute, acknowledge, deliver and record on behalf of the unit owners leases, easements, rights-of-way, licenses, and similar interests affecting the common elements and consent to vacation of roadways within and adjacent to the Condominium. Any such instrument shall be executed by the chairperson and secretary of the Association. No such interest may be granted with regard to a limited common element unless the owners and Mortgagees of the units having the right to use such limited common element consent to and join in the instrument granting the interest.

12.4 **Right of Entry.** The board of directors of the Association, managing agent, manager or any other person authorized by the board of directors shall have the right to enter any unit and limited common element 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 and limited common element for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

12.5 **Easements for Declarant.** Declarant and Declarant's agents, successors and assigns shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of completing or making repairs to existing structures, for the purpose of carrying out sales and rental activities necessary or convenient for the sale or rental of units, including, without limitation, the right to use the units owned by Declarant as model units and the right to use a unit or the association room, 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. For a period of ten (10) years following recording of this Declaration, Declarant shall have a right to inspect the common elements of the Condominium and the Association's records regarding inspections and maintenance of the Condominium.

12.6 **Master Declaration.** Pursuant to the Master Declaration, the owners and occupants of Living Units in the Condominium have an easement to use the pool and spa located at the 222 SW Harrison building. Pursuant to the Master Declaration, the Association is required to maintain the exterior appearance and landscaping of the Condominium to the quality standards for Harrison Center and is required to pay a pro rata share of the operating expenses of the Master Association.

Article 13

APPROVAL BY MORTGAGEES

13.1 **Notice of Action.** Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the unit number or address of the unit on which it has (or insures or guarantees) the Mortgage, any such Mortgagee shall be entitled to timely written notice of the following:

(a) Any condemnation or casualty loss that affects a material portion of the Condominium or affects the unit securing its Mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by an owner of any unit on which it holds the Mortgage.

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

(d) Any proposed action that would require consent of a specified percentage of Mortgagees as required by this article.

13.2 **Termination and Amendment to Documents.**

(a) Unless a greater vote is required by this Declaration, the Bylaws or the Oregon Condominium Act, the approval of Mortgagees holding Mortgages on units that have at least 51 percent of the voting rights of units subject to Mortgages shall be required to terminate the legal status of the project as a condominium.

(b) Except when a greater percent is required by the Declaration or Bylaws, or a greater or lesser percent is required by the Oregon Condominium Act, the consent of the Mortgagees holding Mortgages on units that have at least 51 percent of the voting rights of the units subject to Mortgages shall be required for any amendments to the Declaration or Bylaws of a material adverse nature to Mortgagees.

(c) An addition or amendment to the Declaration or Bylaws shall not be considered material or adverse for purposes of Section 13.2(b) if it is for the purpose of correcting technical errors, or for clarification only. Any Mortgagee who receives a written request to approve any termination, additions or amendments and who does not deliver or post to the requesting party a negative response within 60 days shall after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, return receipt requested, be deemed to have approved such request.

13.3 **Additional Approvals.** In addition to any other or greater approvals required by the Oregon Condominium Act, this Declaration or the Bylaws, the prior written approval of two-thirds of the holders of first Mortgages on units in the Condominium (based upon one vote for each first Mortgage owned) or unit owners (other than Declarant) must be obtained for the following:

(a) Abandonment or termination of the Condominium regime.

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

(c) The partition or subdivision of any unit, except as otherwise provided in Article 15.

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

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

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

13.4 **Notice to First Mortgagees of Defaults.** Any first Mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the owner of the Mortgaged unit of any obligation under this Declaration, the rules and regulations or the Bylaws that is not cured within 60 days.

Article 14

ASSOCIATION OF UNIT OWNERS

14.1 **Organization.** Upon the recording of this Declaration an association of unit owners shall be organized to serve as a means through which the unit owners may take action with regard to the administration, management and operation of the Condominium. The name of this association shall be "Harrison West Condominiums Owners Association," and the Association shall be an Oregon nonprofit corporation.

14.2 **Membership; Board of Directors.** Each unit owner shall be a member of the Association. The affairs of the Association shall be governed by a board of directors as provided in the Bylaws.

14.3 **Powers and Duties.** The Association shall have such powers and duties as may be granted to it by the Oregon Condominium Act, including each of the powers set forth in ORS 100.405(4), together with such additional powers and duties afforded it by this Declaration or the Bylaws.

14.4 **Adoption of Bylaws, Declarant Control of Association.** Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association, which Bylaws are attached as Exhibit C. Declarant specifically reserves the right to control the Association by appointing the interim directors of the Association until the organizational and turnover meeting of the Association has been held and the unit owners have elected regular directors as provided in Sections 2.2 and 3.4 of the Bylaws. In addition, Declarant shall have the right to consent to any amendment to the Declaration or the Bylaws as provided in Section 16.2 below and Section 9.2 of the Bylaws, and a weighted vote in the Association as provided in Section 8.2 above.

Article 15

RELOCATION OF BOUNDARIES

15.1 **Approval.** The boundaries between adjoining units, including any intervening common elements, may be relocated or eliminated by an amendment to this Declaration. The owners of the affected units shall submit to the board of directors of the Association a proposed amendment that shall identify the units involved, state any reallocations of common element interest, voting rights, common expense liability and right to common profits and contain words of conveyance. The board of directors shall approve the amendment unless it determines within 45 days that the reallocations are unreasonable or the relocation or elimination will impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium.

15.2 **Powers of Board.** The board of directors of the Association may require the owners of the affected units to submit an opinion of a registered architect or registered professional engineer that the proposed relocation or elimination will not impair the structural integrity or mechanical systems of the

Condominium or lessen the support of any portion of the Condominium. The board of directors of the Association or any agent appointed by the board of directors may supervise the work necessary to effect the boundary relocation or elimination. Any expenses incurred under this section shall be charged to the owners of the units requesting the boundary relocation or elimination.

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

Article 16

AMENDMENT

16.1 **How Proposed.** Amendments to the Declaration shall be proposed by either a majority of the board of directors or by unit owners holding thirty percent (30%) or more of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

16.2 **Approval Required.** Except as may otherwise be provided in this Declaration or by the Oregon Condominium Act, this Declaration may be amended if such amendment is approved by unit owners holding 75 percent of the voting rights of the Condominium, without regard to any weighted vote otherwise allocable to units owned by Declarant, and by Mortgagees to the extent required by Article 13. Declarant's prior written consent shall also be required so long as Declarant owns any of the units in the Condominium, but no such consent shall be required after 10 years from the date of conveyance of the first Living Unit to a person other than a successor declarant. Except as otherwise permitted by the Oregon Condominium Act, no amendment may change the size, location, allocation of undivided interest in the common elements, the method of determining liability for common expenses, the method of determining the right to common profits, or the method of determining voting rights of any unit unless such amendment has been approved by the owners and Mortgagees of the affected unit. Any amendment that would limit or diminish any special Declarant rights established in this Declaration or the Bylaws, including, without limitation, any amendment that could unreasonably interfere with the sale, lease or other disposition of units owned by Declarant or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved for Declarant or which would impose any discriminatory charge or fee against Declarant, shall require the written consent of Declarant.

16.3 **Recordation.** The amendment shall be effective upon recordation in the Deed Records of Multnomah County, Oregon, of the Declaration as amended or of the amendment thereto, certified to by the chairperson and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Oregon Condominium Act, and approved by the county assessor and the Real Estate Commissioner if such approvals are required by the Oregon Condominium Act.

Article 17

SEVERABILITY

Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the Bylaws.

Article 18

APPLICABILITY

Each unit owner, including Declarant as to any unsold unit, shall be subject to all of the rights and duties assigned to unit owners under the terms of the Declaration and Bylaws. All present and future owners, tenants, subtenants and occupants of units, and all present and future employees, agents, visitors and licensees of unit owners, shall be subject to and comply with the provisions of this Declaration, the Bylaws and all rules and regulations adopted thereunder, as they may be amended from time to time.

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

PORTLAND CENTER INVESTORS LLC, a Delaware limited liability company

By: Portland Center Mezzanine LLC, a Delaware limited liability company, Manager

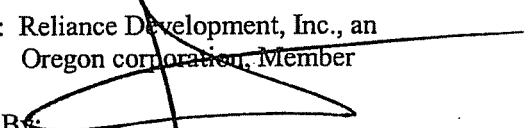
By: Portland Center Holding Company LLC, a Delaware limited liability company, Manager

By: S&T-WDD Development, LLC, an Oregon limited liability company, Manager

By: Williams & Dame Development, Inc., an Oregon corporation, Co-Manager

By: S&T Development- Portland Center, LLC, an Oregon limited liability company, Co-Manager

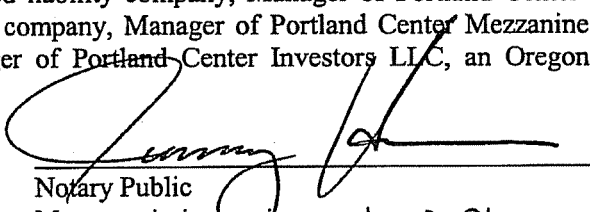
By: Reliance Development, Inc., an Oregon corporation, Member

By: 
Scott D. Stehman, Authorized Signer

STATE OF OREGON)
)ss.
COUNTY OF Multnomah)

This instrument was acknowledged before me this 20 day of March, 2006 by Scott D. Stehman, Authorized Signer of Reliance Development, Inc., an Oregon corporation, Member of S&T Development-Portland Center, LLC, an Oregon limited liability company, Co-Manager of S&T-WDD Development, LLC, an Oregon limited liability company, Manager of Portland Center Holding Company LLC, a Delaware limited liability company, Manager of Portland Center Mezzanine LLC, a Delaware limited liability company, Manager of Portland Center Investors LLC, an Oregon limited liability company, on its behalf.




Notary Public

My commission expires: 4-22-06

Commission No.:

The foregoing Declaration is approved this 1st day of MAY, 2006.

ASSESSOR AND TAX COLLECTOR
FOR MULTNOMAH COUNTY

By 

The foregoing Declaration is approved pursuant to ORS 100.110 this 5th day of April 2006 and in accordance with ORS 100.110(7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.

SCOTT W. TAYLOR,
Real Estate Commissioner

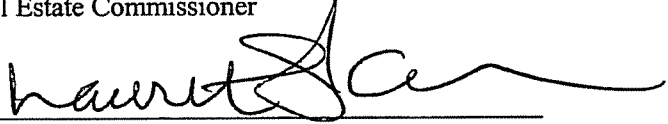
By 
Laurie Skillman

EXHIBIT A

Legal Description

The real property situated in the Southwest One-Quarter of Section 3, Township 1 South, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, said land being a portion of Lot 2, Block A, "South Auditorium Addition," Multnomah County Plat Records, at the initial point, a found brass screw with a ¾ inch brass washer inscribed "Otak Inc.," said point being on the Northerly right-of-way line of SW Harrison Street and bearing S69°08'00"E, 142.06 feet from a brass screw found at the Southeast corner of Lot 1, Block A, "South Auditorium Addition," Multnomah County Plat Records, said initial point also being the Southwest corner of Parcel 1 as described in Document No. 2005-181406, Multnomah County Deed Records. From said initial point, N20°52'00"E along the Westerly line of said Parcel 1, a distance of 196.00 feet to the Northwesterly corner thereof; thence S69°08'00"E along the Northerly line of said Parcel 1, a distance of 254.00 feet to the Westerly Northeast corner of said Parcel 1; thence S20°52'00"W along the Westerly East line of said Parcel 1, a distance of 196.00 feet to the Northerly right of way line of SW Harrison Street; thence N69°08'00"W along said Northerly right of way line, 254.00 feet to the initial point.

EXHIBIT B

Unit Square Footages and Undivided Interests

Unit	Type	Square Footage	Undivided Interest
1A	Standard	947	947/186137
1B	Standard	938	938/186137
1D	Standard	855	855/186137
2A	Standard	566	566/186137
2B	Standard	702	702/186137
2C	Standard	583	583/186137
2D	Standard	928	928/186137
2E	Standard	566	566/186137
2F	Standard	701	701/186137
2G	Standard	583	583/186137
2H	Standard	928	928/186137
3A	Standard	579	579/186137
3B	Standard	727	727/186137
3C	Standard	600	600/186137
3D	Standard	959	959/186137
3E	Standard	579	579/186137
3F	Standard	727	727/186137
3G	Standard	600	600/186137
3H	Standard	959	959/186137
4A	Standard	579	579/186137
4B	Standard	727	727/186137
4C	Standard	600	600/186137
4D	Standard	959	959/186137
4E	Standard	579	579/186137
4F	Standard	727	727/186137
4G	Standard	600	600/186137
4H	Standard	959	959/186137
5A	Standard	579	579/186137
5B	Standard	727	727/186137
5C	Standard	600	600/186137
5D	Standard	959	959/186137
5E	Standard	579	579/186137
5F	Standard	727	727/186137
5G	Standard	600	600/186137
5H	Standard	959	959/186137

Unit	Type	Square Footage	Undivided Interest
6A	Standard	579	579/186137
6B	Standard	727	727/186137
6C	Standard	600	600/186137
6D	Standard	959	959/186137
6E	Standard	579	579/186137
6F	Standard	727	727/186137
6G	Standard	600	600/186137
6H	Standard	959	959/186137
7A	Standard	579	579/186137
7B	Standard	727	727/186137
7C	Standard	600	600/186137
7D	Standard	959	959/186137
7E	Standard	579	579/186137
7F	Standard	727	727/186137
7G	Standard	600	600/186137
7H	Standard	959	959/186137
8A	Standard	579	579/186137
8B	Standard	727	727/186137
8C	Standard	600	600/186137
8D	Standard	959	959/186137
8E	Standard	579	579/186137
8F	Standard	727	727/186137
8G	Standard	600	600/186137
8H	Standard	959	959/186137
9A	Standard	579	579/186137
9B	Standard	727	727/186137
9C	Standard	600	600/186137
9D	Standard	959	959/186137
9E	Standard	579	579/186137
9F	Standard	727	727/186137
9G	Standard	600	600/186137
9H	Standard	959	959/186137
10A	Standard	579	579/186137
10B	Standard	727	727/186137
10C	Standard	600	600/186137
10D	Standard	959	959/186137
10E	Standard	579	579/186137
10F	Standard	727	727/186137
10G	Standard	600	600/186137
10H	Standard	959	959/186137

Unit	Type	Square Footage	Undivided Interest
11A	Standard	579	579/186137
11B	Standard	727	727/186137
11C	Standard	600	600/186137
11D	Standard	959	959/186137
11E	Standard	579	579/186137
11F	Standard	727	727/186137
11G	Standard	600	600/186137
11H	Standard	959	959/186137
12A	Standard	579	579/186137
12B	Standard	727	727/186137
12C	Standard	600	600/186137
12D	Standard	959	959/186137
12E	Standard	579	579/186137
12F	Standard	727	727/186137
12G	Standard	600	600/186137
12H	Standard	959	959/186137
14A	Standard	581	581/186137
14B	Standard	731	731/186137
14C	Standard	603	603/186137
14D	Standard	964	964/186137
14E	Standard	581	581/186137
14F	Standard	731	731/186137
14G	Standard	603	603/186137
14H	Standard	964	964/186137
15A	Standard	583	583/186137
15B	Standard	735	735/186137
15C	Standard	606	606/186137
15D	Standard	969	969/186137
15E	Standard	583	583/186137
15F	Standard	735	735/186137
15G	Standard	606	606/186137
15H	Standard	969	969/186137
16A	Standard	583	583/186137
16B	Standard	735	735/186137
16C	Standard	606	606/186137
16D	Standard	969	969/186137
16E	Standard	583	583/186137
16F	Standard	735	735/186137
16G	Standard	606	606/186137
16H	Standard	969	969/186137

Unit	Type	Square Footage	Undivided Interest
17A	Standard	585	585/186137
17B	Standard	740	740/186137
17C	Standard	609	609/186137
17D	Standard	974	974/186137
17E	Standard	585	585/186137
17F	Standard	740	740/186137
17G	Standard	609	609/186137
17H	Standard	975	975/186137
18A	Standard	585	585/186137
18B	Standard	740	740/186137
18C	Standard	609	609/186137
18D	Standard	974	974/186137
18E	Standard	585	585/186137
18F	Standard	740	740/186137
18G	Standard	609	609/186137
18H	Standard	975	975/186137
19A	Standard	587	587/186137
19B	Standard	744	744/186137
19C	Standard	611	611/186137
19D	Standard	980	980/186137
19E	Standard	587	587/186137
19F	Standard	744	744/186137
19G	Standard	611	611/186137
19H	Standard	980	980/186137
20A	Standard	587	587/186137
20B	Standard	744	744/186137
20C	Standard	611	611/186137
20D	Standard	980	980/186137
20E	Standard	587	587/186137
20F	Standard	744	744/186137
20G	Standard	611	611/186137
20H	Standard	980	980/186137
21A	Standard	587	587/186137
21B	Standard	744	744/186137
21C	Standard	611	611/186137
21D	Standard	980	980/186137
21E	Standard	587	587/186137
21F	Standard	744	744/186137
21G	Standard	611	611/186137
21H	Standard	980	980/186137

Unit	Type	Square Footage	Undivided Interest
22A	Standard	587	587/186137
22B	Standard	744	744/186137
22C	Standard	611	611/186137
22D	Standard	980	980/186137
22E	Standard	587	587/186137
22F	Standard	744	744/186137
22G	Standard	611	611/186137
22H	Standard	980	980/186137
23A	Standard	587	587/186137
23B	Standard	744	744/186137
23C	Standard	611	611/186137
23D	Standard	980	980/186137
23E	Standard	587	587/186137
23F	Standard	744	744/186137
23G	Standard	611	611/186137
23H	Standard	980	980/186137
24A	Penthouse	1277	1277/186137
24B	Penthouse	1653	1653/186137
24C	Penthouse	1277	1277/186137
24D	Penthouse	1653	1653/186137
25A	Penthouse	1277	1277/186137
25B	Penthouse	1653	1653/186137
25C	Penthouse	1277	1277/186137
25D	Penthouse	1653	1653/186137
26A	Penthouse	1277	1277/186137
26B	Penthouse	1653	1653/186137
26C	Penthouse	1277	1277/186137
26D	Penthouse	1653	1653/186137
TH1	Townhouse	1184	1184/186137
TH2	Townhouse	1184	1184/186137
TH3	Townhouse	1184	1184/186137
TH4	Townhouse	1184	1184/186137
TH5	Townhouse	1184	1184/186137
TH6	Townhouse	1184	1184/186137
TH7	Townhouse	1184	1184/186137
TH8	Townhouse	1184	1184/186137
TH9	Townhouse	1184	1184/186137
TH10	Townhouse	1184	1184/186137
TH11	Townhouse	1184	1184/186137
TH12	Townhouse	1184	1184/186137

Unit	Type	Square Footage	Undivided Interest
P1	Parking	131	131/186137
P2	Parking	135	135/186137
P3	Parking	134	134/186137
P4	Parking	131	131/186137
P5	Parking	136	136/186137
P6	Parking	130	130/186137
P7	Parking	134	134/186137
P8	Parking	137	137/186137
P9	Parking	138	138/186137
P10	Parking	141	141/186137
P11	Parking	154	154/186137
P12	Parking	137	137/186137
P13	Parking	236	236/186137
P14	Parking	216	216/186137
P15	Parking	230	230/186137
P16	Parking	229	229/186137
P17	Parking	231	231/186137
P18	Parking	221	221/186137
P19	Parking	231	231/186137
P20	Parking	225	225/186137
P21	Parking	231	231/186137
P22	Parking	225	225/186137
P23	Parking	247	247/186137
P24	Parking	209	209/186137
P25	Parking	171	171/186137
P26	Parking	207	207/186137
P27	Parking	123	123/186137
P28	Parking	131	131/186137
P29	Parking	137	137/186137
P30	Parking	137	137/186137
P31	Parking	137	137/186137
P32	Parking	132	132/186137
P33	Parking	136	136/186137
P34	Parking	136	136/186137
P35	Parking	131	131/186137
P36	Parking	135	135/186137
P37	Parking	135	135/186137
P38	Parking	204	204/186137
P39	Parking	194	194/186137
P40	Parking	173	173/186137

Unit	Type	Square Footage	Undivided Interest
P41	Parking	131	131/186137
P42	Parking	99	99/186137
P43	Parking	180	180/186137
P44	Parking	228	228/186137
P45	Parking	228	228/186137
P46	Parking	180	180/186137
P47	Parking	185	185/186137
P48	Parking	234	234/186137
P49	Parking	185	185/186137
P50	Parking	189	189/186137
P51	Parking	239	239/186137
P52	Parking	183	183/186137
P53	Parking	192	192/186137
P54	Parking	239	239/186137
P55	Parking	191	191/186137
P56	Parking	181	181/186137
P57	Parking	205	205/186137
P58	Parking	181	181/186137
P59	Parking	121	121/186137
P60	Parking	121	121/186137
P61	Parking	239	239/186137
P62	Parking	216	216/186137
P63	Parking	239	239/186137
P64	Parking	162	162/186137
P65	Parking	212	212/186137
P66	Parking	234	234/186137
P67	Parking	168	168/186137
P68	Parking	152	152/186137
P69	Parking	134	134/186137
P70	Parking	138	138/186137
P71	Parking	136	136/186137
P72	Parking	128	128/186137
P73	Parking	135	135/186137
P74	Parking	136	136/186137
P75	Parking	135	135/186137
P76	Parking	136	136/186137
P77	Parking	148	148/186137
P78	Parking	156	156/186137
P79	Parking	160	160/186137
P80	Parking	155	155/186137

Unit	Type	Square Footage	Undivided Interest
P81	Parking	154	154/186137
P82	Parking	145	145/186137
P83	Parking	222	222/186137
P84	Parking	212	212/186137
P85	Parking	224	224/186137
P86	Parking	211	211/186137
P87	Parking	263	263/186137
P88	Parking	211	211/186137
P89	Parking	224	224/186137
P90	Parking	209	209/186137
P91	Parking	226	226/186137
P92	Parking	224	224/186137
P93	Parking	211	211/186137
P94	Parking	145	145/186137
P95	Parking	140	140/186137
P96	Parking	243	243/186137
P97	Parking	215	215/186137
P98	Parking	231	231/186137
P99	Parking	223	223/186137
P100	Parking	256	256/186137
P101	Parking	196	196/186137
P102	Parking	238	238/186137
P103	Parking	219	219/186137
P104	Parking	237	237/186137
P105	Parking	219	219/186137
P106	Parking	176	176/186137
P107	Parking	176	176/186137
P108	Parking	192	192/186137
P109	Parking	128	128/186137
P110	Parking	134	134/186137
P111	Parking	134	134/186137
P112	Parking	137	137/186137
P113	Parking	135	135/186137
P114	Parking	135	135/186137
P115	Parking	136	136/186137
P116	Parking	136	136/186137
P117	Parking	134	134/186137
P118	Parking	133	133/186137
P119	Parking	137	137/186137
P120	Parking	208	208/186137

Unit	Type	Square Footage	Undivided Interest
P121	Parking	205	205/186137
P122	Parking	179	179/186137
P123	Parking	110	110/186137
P124	Parking	102	102/186137
P125	Parking	106	106/186137
P126	Parking	180	180/186137
P127	Parking	230	230/186137
P128	Parking	228	228/186137
P129	Parking	180	180/186137
P130	Parking	176	176/186137
P131	Parking	236	236/186137
P132	Parking	193	193/186137
P133	Parking	182	182/186137
P134	Parking	238	238/186137
P135	Parking	191	191/186137
P136	Parking	184	184/186137
P137	Parking	240	240/186137
P138	Parking	189	189/186137
P139	Parking	181	181/186137
P140	Parking	227	227/186137
P141	Parking	239	239/186137
P142	Parking	181	181/186137
P143	Parking	139	139/186137
P144	Parking	137	137/186137
P145	Parking	240	240/186137
P146	Parking	194	194/186137
P147	Parking	180	180/186137
P148	Parking	238	238/186137
P149	Parking	189	189/186137
P150	Parking	187	187/186137
P151	Parking	234	234/186137
P152	Parking	186	186/186137
P153	Parking	171	171/186137
P154	Parking	188	188/186137
P155	Parking	154	154/186137
P156	Parking	128	128/186137
P157	Parking	134	134/186137
P158	Parking	135	135/186137
P159	Parking	137	137/186137
P160	Parking	136	136/186137

Unit	Type	Square Footage	Undivided Interest
P161	Parking	128	128/186137
P162	Parking	143	143/186137
P163	Parking	135	135/186137
P164	Parking	138	138/186137
P165	Parking	146	146/186137
P166	Parking	140	140/186137
P167	Parking	141	141/186137
P168	Parking	136	136/186137
P169	Parking	143	143/186137
P170	Parking	141	141/186137
P171	Parking	140	140/186137
P172	Parking	142	142/186137
P173	Parking	150	150/186137
P174	Parking	133	133/186137
	TOTAL	186137	1