



Covenants, Conditions & Restrictions

We believe these are the correct conditions and restrictions.

However, no examination of the title has been made and WFG National Title assumes no liability for any additions, deletions or corrections.

CARDINELL VIEW LOFTS CONDOMINIUM

THAT LAND AS DESCRIBED IN DOCUMENT NO. 2006-208059, MULTNOMAH COUNTY DEED RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON.
 SCALE: 1" = 20'
 DATE: APRIL 2, 2007

LEGEND

- FOUND MONUMENT AS SHOWN
- FOUND AND HELD 5/8" IRON ROD WITH 1-1/2" ALUMINUM CAP MARKED "W.B. WELLS & ASSOC. INC." PER SN-60956
- ▲ FOUND AND HELD 1-5/32" COPPER DISC MARKED "W.B. WELLS" IN TOP OF STONE RETAINING WALL (OR AS NOTED) PER SN-60956
- G.C.E. GENERAL COMMON ELEMENT
- L.C.E. LIMITED COMMON ELEMENT
- P PARKING SPACE
- FD FOUND
- IP IRON PIPE
- IR IRON ROD
- W/YPC WITH YELLOW PLASTIC CAP
- SN SURVEY NUMBER, MULTNOMAH COUNTY SURVEY RECORDS

INDEX

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REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Debbie Mackai
 OREGON
 JULY 12, 2005
 DEKKION T. MACKAI
 73427

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT

RENEWAL DATE: 12-31-08

I CERTIFY THAT THIS SURVEY WAS PREPARED USING HEWLETT-PACKARD PRODUCT NO. 51646A ON CCE # 86-8342 DOUBLE MATTE FILM.



W.B. WELLS AND ASSOCIATES, INC.
 SURVEYORS/ENGINEERS/PLANNERS
 4230 N.E. FREMONT STREET
 PORTLAND, OREGON 97213
 PHONE (503) 284-5896
 FAX (503) 284-8530

FILE NO. 06-232

U.S. HWY I-405
 STADIUM FREEWAY

S.W. 12TH
 AVE.
 OVERPASS

SCALE: 1" = 20'

S.W. COLLEGE ST.
 60' WIDE
 S 69°13'00" E

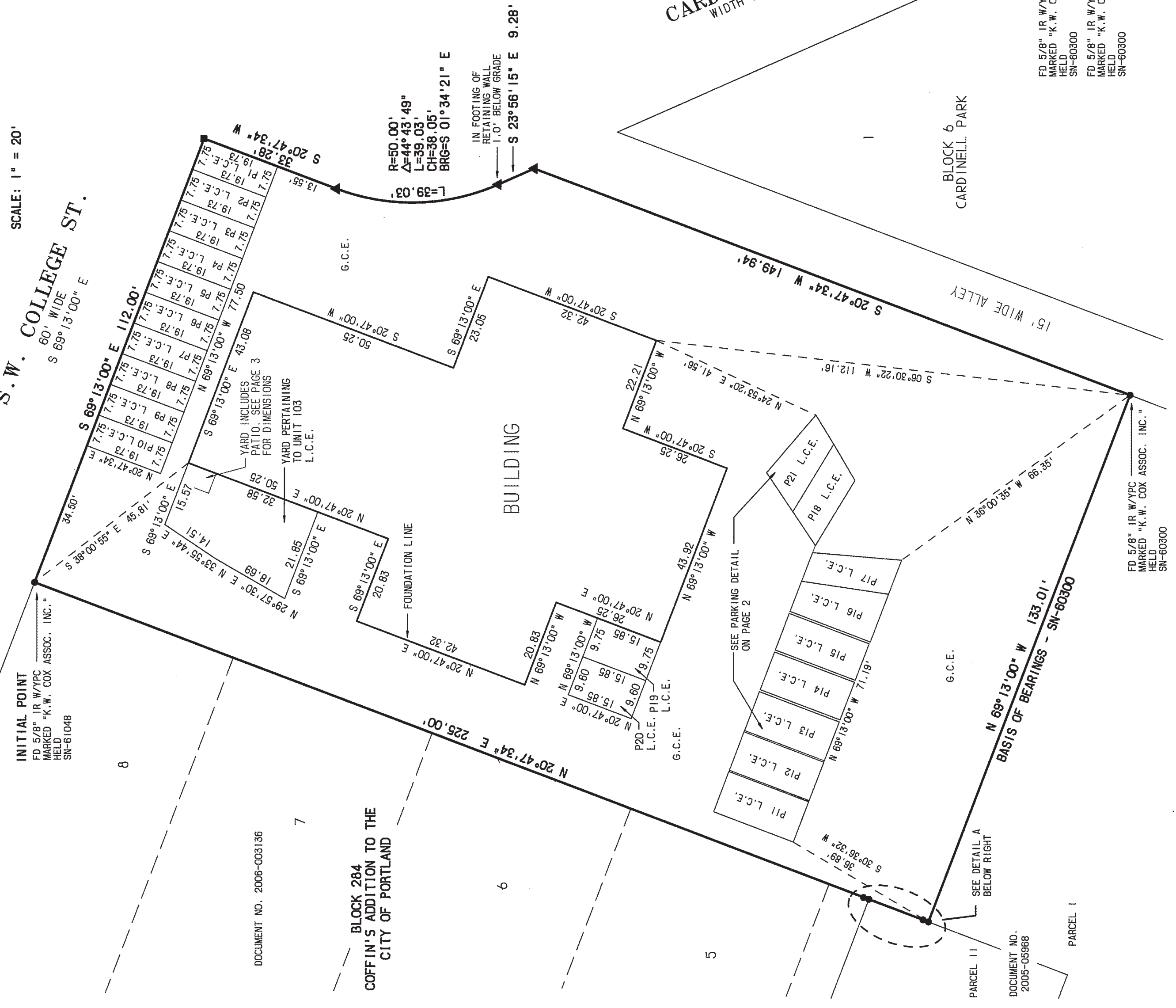
S.W. CARDINELL DR.
 WIDTH VARIES

BLOCK 6
 CARDINELL PARK

FD 5/8" IR
 FLUSH
 HELD FOR LINE
 FALLS N 20°47'34" E 0.48'
 SN-34651

FD 3/4" IP
 FLUSH
 HELD FOR LINE
 FALLS N 20°47'34" E 0.50'
 SN-1822

DETAIL A
 NOT TO SCALE



INITIAL POINT
 FD 5/8" IR W/YPC
 MARKED "K.W. COX ASSOC. INC."
 HELD
 SN-01048

DOCUMENT NO. 2006-003136

BLOCK 284
 COFFIN'S ADDITION TO THE
 CITY OF PORTLAND

SEE PARKING DETAIL
 ON PAGE 2

SEE DETAIL A
 BELOW RIGHT

DOCUMENT NO.
 2005-05668

PARCEL 1

FD 5/8" IR W/YPC
 MARKED "K.W. COX ASSOC. INC."
 HELD
 SN-60300

CARDINELL VIEW LOFTS CONDOMINIUM

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LEGEND

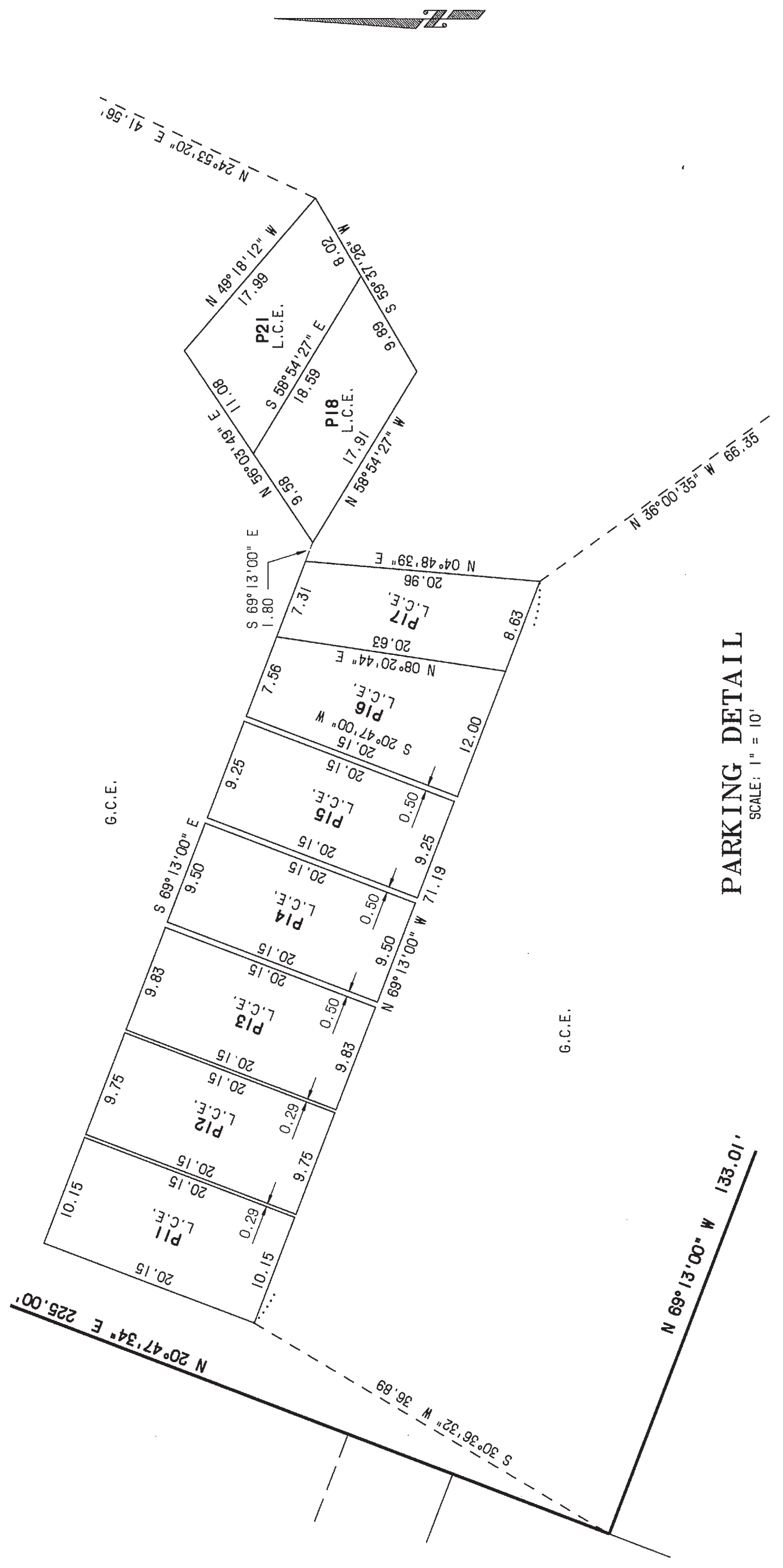
- P PARKING SPACE
- L.C.E. LIMITED COMMON ELEMENT
- G.C.E. GENERAL COMMON ELEMENT
- FE FLOOR ELEVATION

NOTES

1. INTERIOR VERTICAL DISTANCES SHOWN ARE FROM SUBFLOOR TO FINISHED CEILING.
2. ELEVATIONS ARE BASED ON CITY OF PORTLAND BENCHMARK NO. 2620, A 2-1/2" BRASS DISC LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF S.W. COLLEGE STREET AND S.W. CARDINELL DRIVE. ELEVATION = 222.019 FEET, CITY OF PORTLAND DATUM.

EIGHTH LEVEL	SEVENTH LEVEL	SIXTH LEVEL	FIFTH LEVEL	FOURTH LEVEL	THIRD LEVEL	SECOND LEVEL	FIRST LEVEL
UNIT 801 FE=293.11	UNIT 709 FE=284.55	UNIT 609 FE=275.99	UNIT 509 FE=267.43	UNIT 409 FE=258.87	UNIT 309 FE=250.31		
UNIT 802 FE=293.11	UNIT 708 FE=284.55	UNIT 608 FE=275.99	UNIT 508 FE=267.43	UNIT 408 FE=258.87	UNIT 308 FE=250.31	STORAGE ROOM G.C.E. FE=241.75	
UNIT 706 FE=284.55	UNIT 607 FE=275.99	UNIT 507 FE=267.43	UNIT 407 FE=258.87	UNIT 306 FE=250.31	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75
UNIT 606 FE=275.99	UNIT 506 FE=267.43	UNIT 406 FE=258.87	UNIT 306 FE=250.31	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75
UNIT 506 FE=267.43	UNIT 406 FE=258.87	UNIT 306 FE=250.31	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75
UNIT 406 FE=258.87	UNIT 306 FE=250.31	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75
UNIT 306 FE=250.31	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75	STORAGE ROOM G.C.E. FE=241.75
UNIT 206 FE=241.75	UNIT 106 FE=234.67	UNIT 006 FE=227.61	UNIT 006 FE=227.61	UNIT 006 FE=227.61	UNIT 006 FE=227.61	UNIT 006 FE=227.61	UNIT 006 FE=227.61

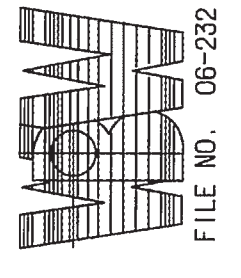
SECTION A-A



PARKING DETAIL

SCALE: 1" = 10'

REGISTERED PROFESSIONAL LAND SURVEYOR
 DEKHTON T. MACKAI
 JULY 12, 2005
 OREGON
 I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT
 RENEWAL DATE: 12-31-08



W.B. WELLS AND ASSOCIATES, INC.
 SURVEYORS/ENGINEERS/PLANNERS
 4230 N.E. FREMONT STREET
 PORTLAND, OREGON 97213
 PHONE (503) 284-5896
 FAX (503) 284-8530
 FILE NO. 06-232

I CERTIFY THAT THIS SURVEY WAS PREPARED USING HEWLETT-PACKARD PRODUCT NO. 51645A ON OCE # 86-8542 DOUBLE MATTE FILM.

CARDINELL VIEW LOFTS CONDOMINIUM

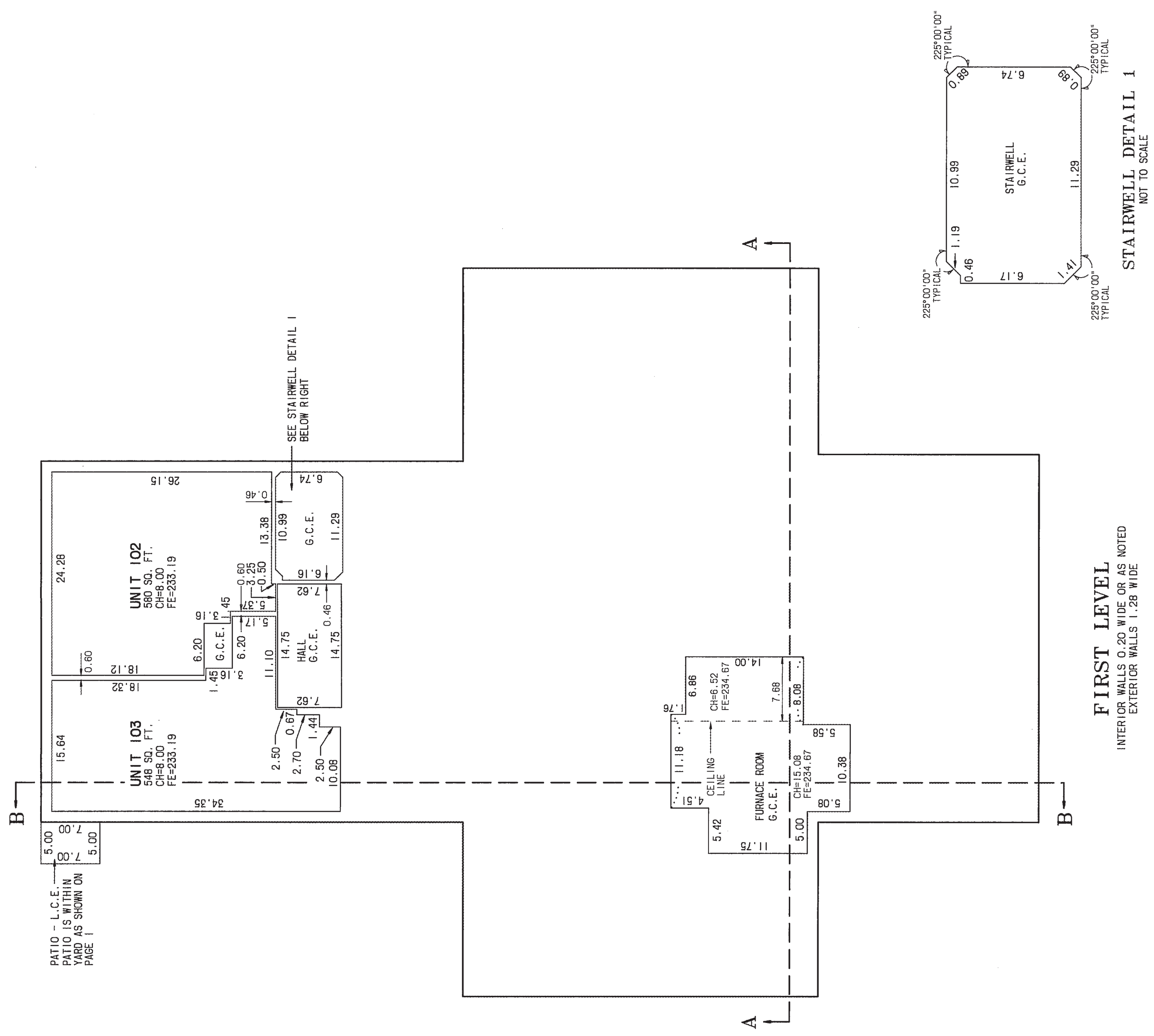
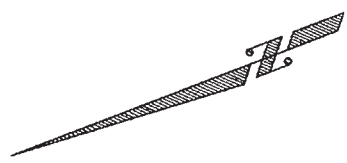
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 SCALE: 1" = 10'
 DATE: APRIL 2, 2007

LEGEND

CH	CEILING HEIGHT
FE	FLOOR ELEVATION
SQ. FT.	SQUARE FEET
G.C.E.	GENERAL COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

NOTES

1. WALL CORNERS ARE PERPENDICULAR OR AS NOTED.
2. INTERIOR VERTICAL DISTANCES SHOWN ARE FROM SUBFLOOR TO FINISHED CEILING. INTERIOR HORIZONTAL DISTANCES SHOWN ARE FROM FINISHED WALL TO FINISHED WALL. UNITS ARE BOUNDED BY THE INTERIOR UNFINISHED SURFACES OF PERIMETER WALLS AND BEARING WALLS, FLOORS AND CEILINGS PER SECTION 5.2 OF THE DECLARATION.
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REGISTERED
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 LAND SURVEYOR

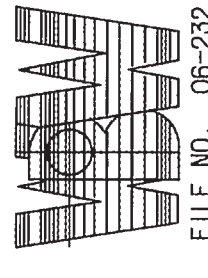
W. B. Wells

OREGON
 JULY 12, 2005
 DEKKION T. MACKAI
 73427

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RENEWAL DATE: 12-31-08

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CARDINELL VIEW LOFTS CONDOMINIUM

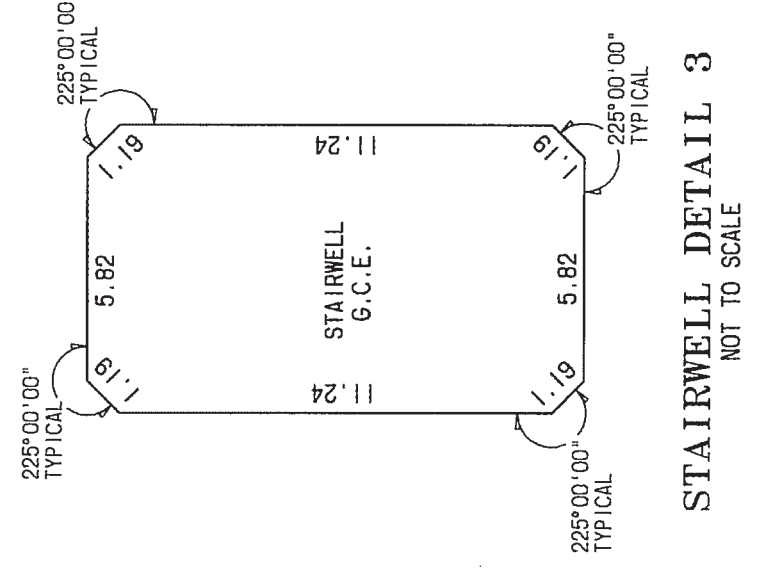
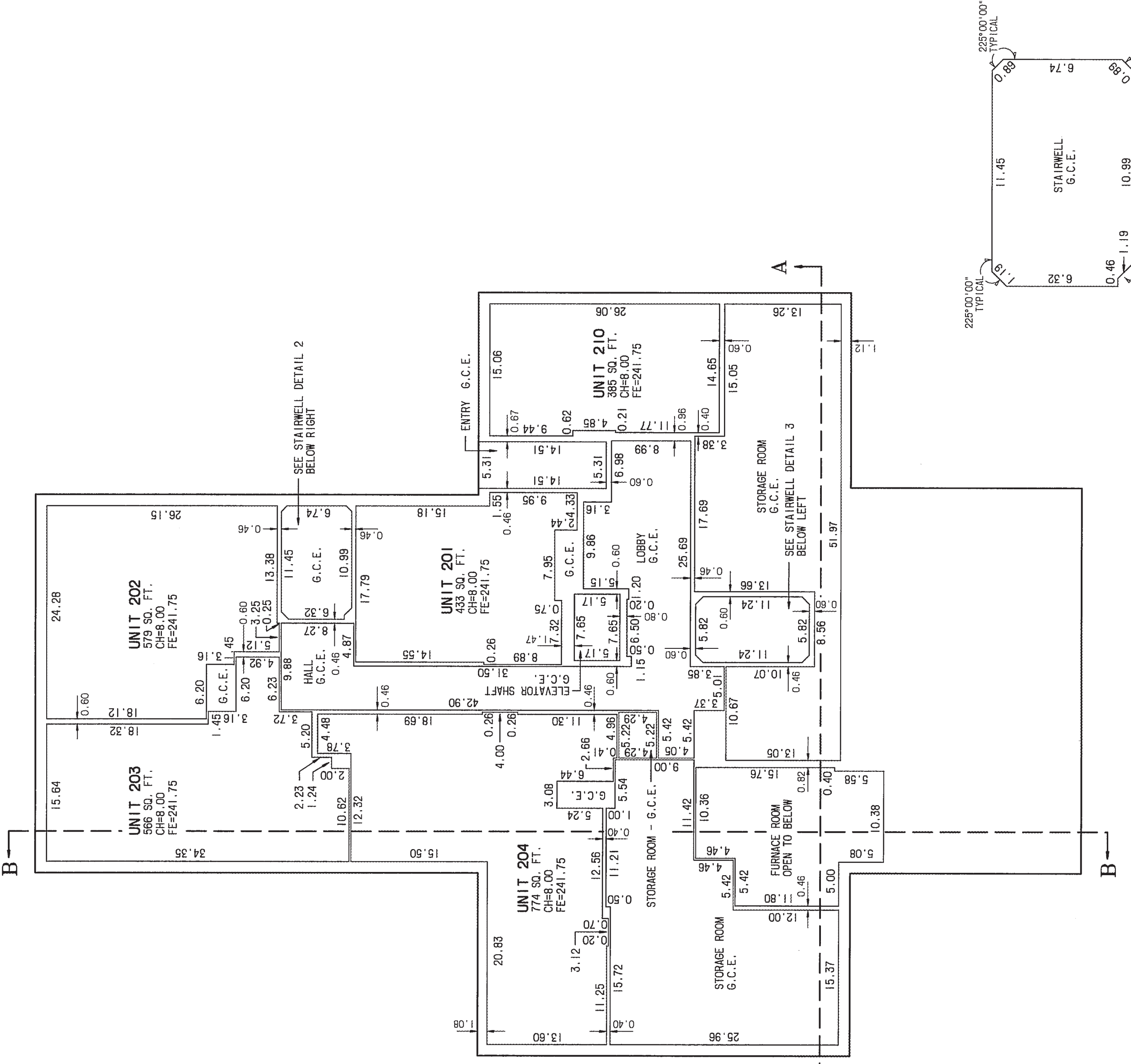
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 DATE: APRIL 2, 2007
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LEGEND

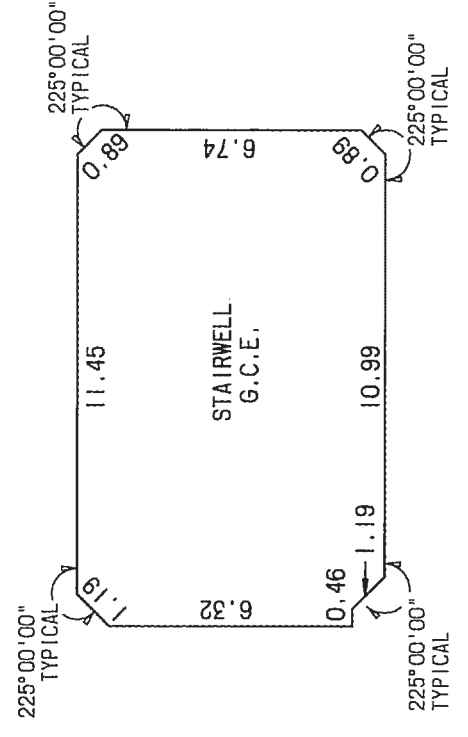
CH	CEILING HEIGHT
FE	FLOOR ELEVATION
SQ. FT.	SQUARE FEET
G.C.E.	GENERAL COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

NOTES

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STAIRWELL DETAIL 3
NOT TO SCALE



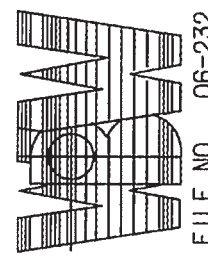
STAIRWELL DETAIL 2
NOT TO SCALE

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 OREGON
 JULY 12, 2005
 DEKKON T. MACKAI
 73427
 RENEWAL DATE: 12-31-08

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 DATE: APRIL 2, 2007
 SCALE: 1" = 10'

LEGEND

- CH CEILING HEIGHT
- FE FLOOR ELEVATION
- SQ. FT. SQUARE FEET
- G.C.E. GENERAL COMMON ELEMENT
- L.C.E. LIMITED COMMON ELEMENT

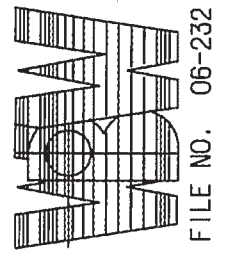
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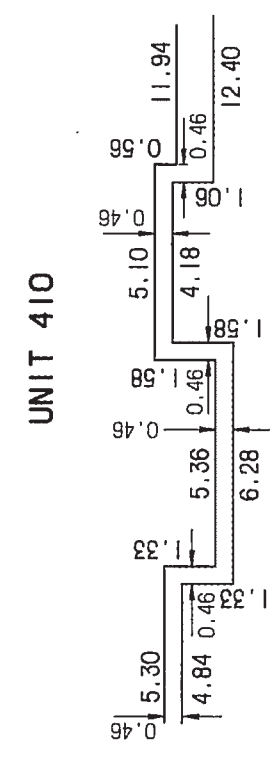
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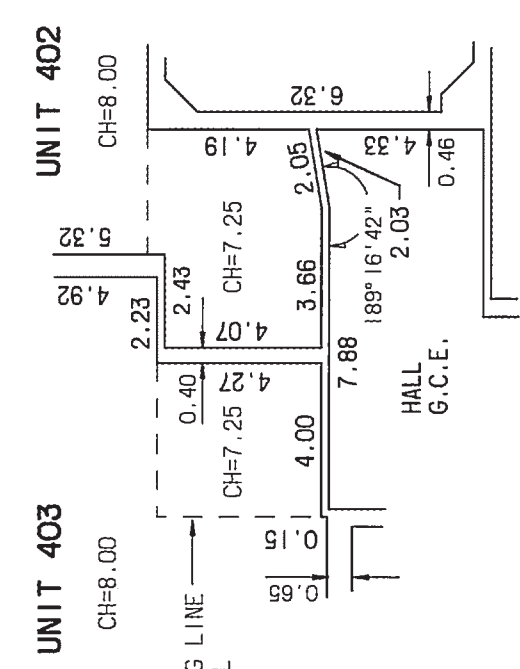


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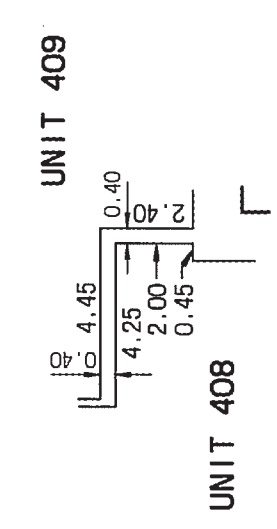
UNIT 409

WALL DETAIL 5
 SCALE: 1" = 5'



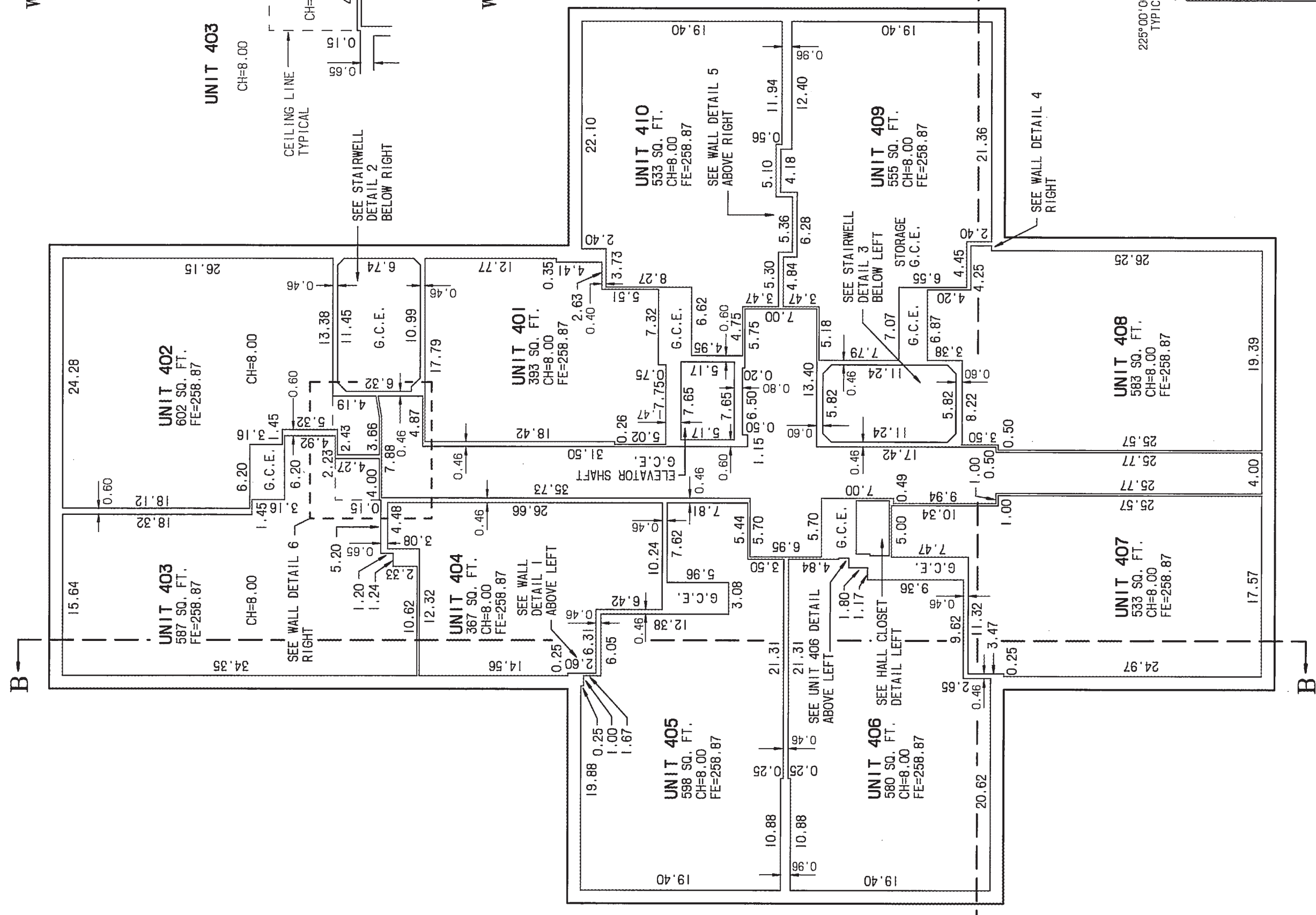
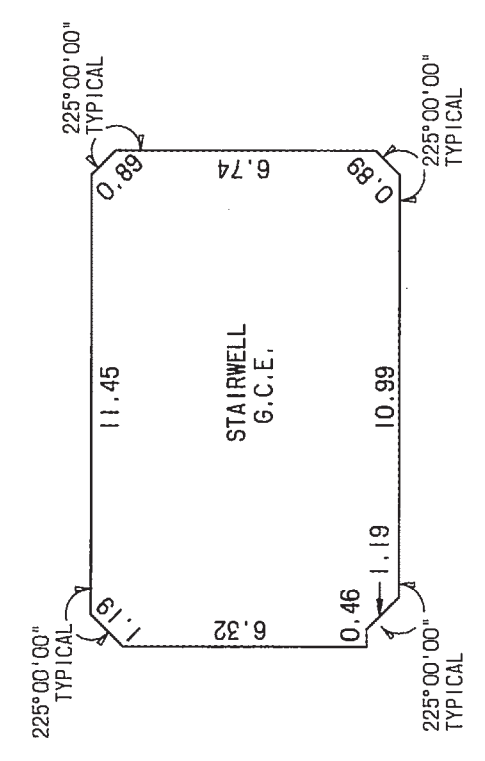
UNIT 403

WALL DETAIL 6
 SCALE: 1" = 5'



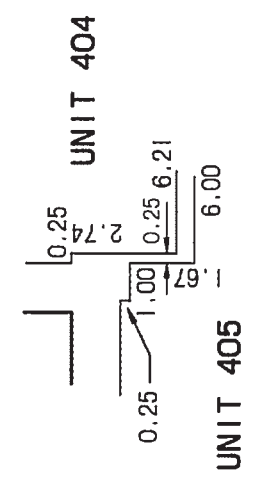
UNIT 408

WALL DETAIL 4
 SCALE: 1" = 5'

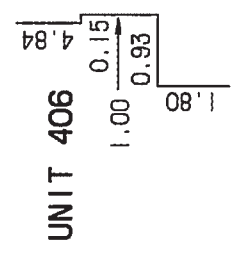


FOURTH LEVEL

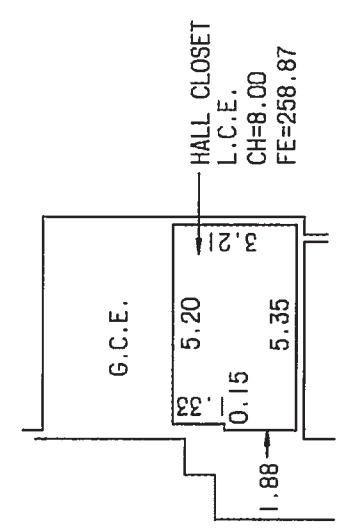
INTERIOR WALLS 0.20 WIDE OR AS NOTED
 EXTERIOR WALLS 1.28 WIDE



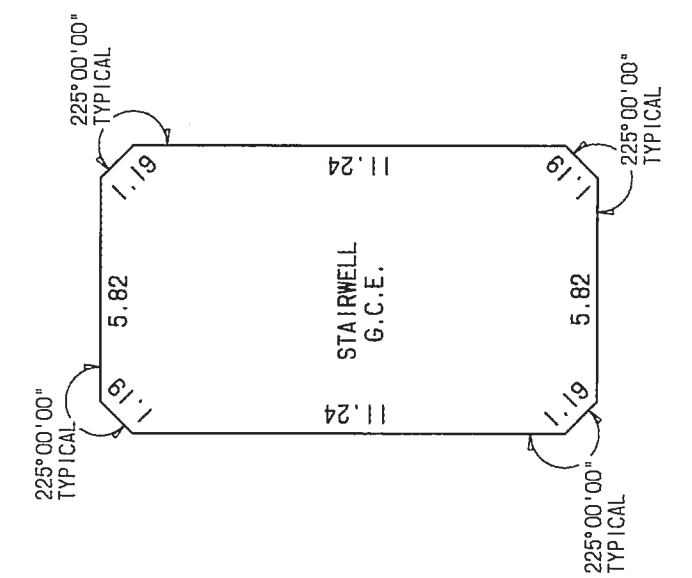
UNIT 405



UNIT 406 DETAIL
 SCALE: 1" = 5'



UNIT 406 DETAIL
 SCALE: 1" = 5'



UNIT 407

WALL DETAIL 3
 SCALE: 1" = 5'

CARDINELL VIEW LOFTS CONDOMINIUM

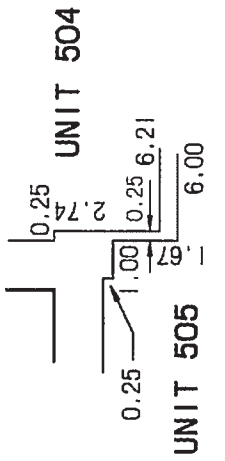
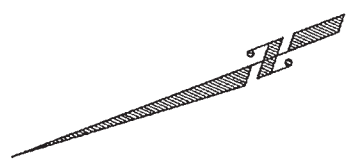
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LEGEND

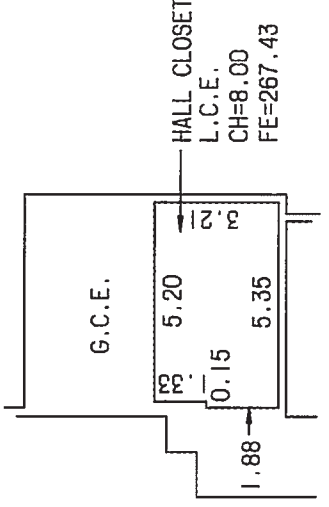
CH	CEILING HEIGHT
FE	FLOOR ELEVATION
SQ. FT.	SQUARE FEET
G.C.E.	GENERAL COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

NOTES

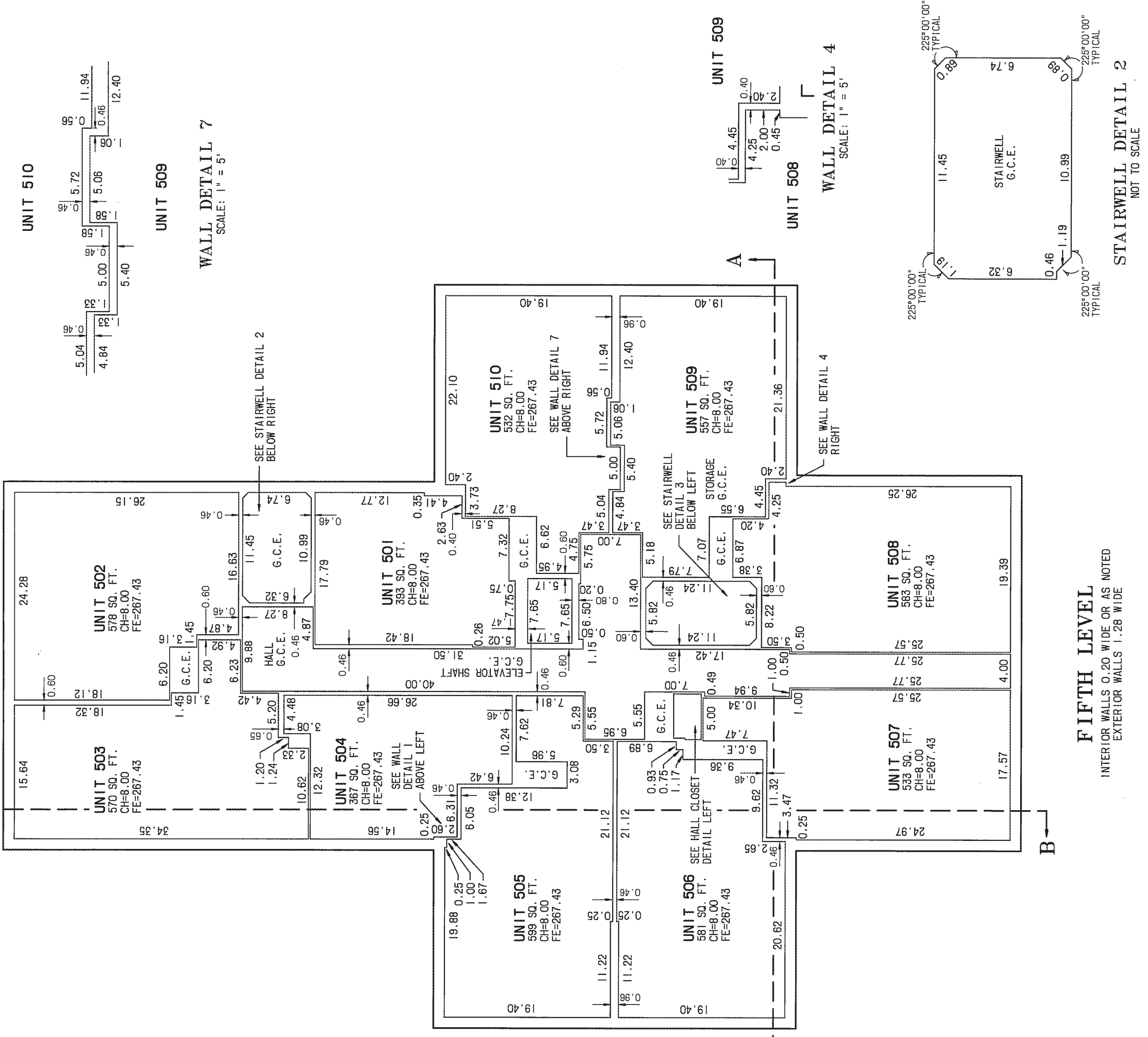
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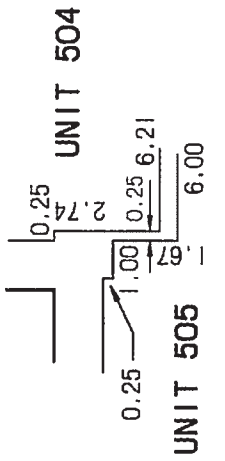
WALL DETAIL 1
SCALE: 1" = 5'



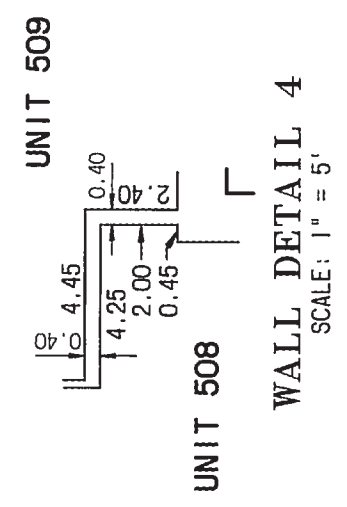
HALL CLOSET DETAIL
SCALE: 1" = 5'



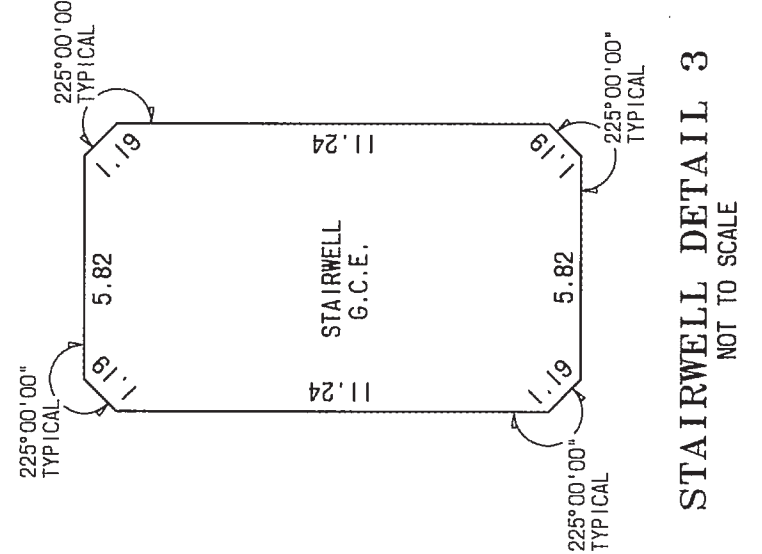
FIFTH LEVEL
 INTERIOR WALLS 0.20 WIDE OR AS NOTED
 EXTERIOR WALLS 1.28 WIDE



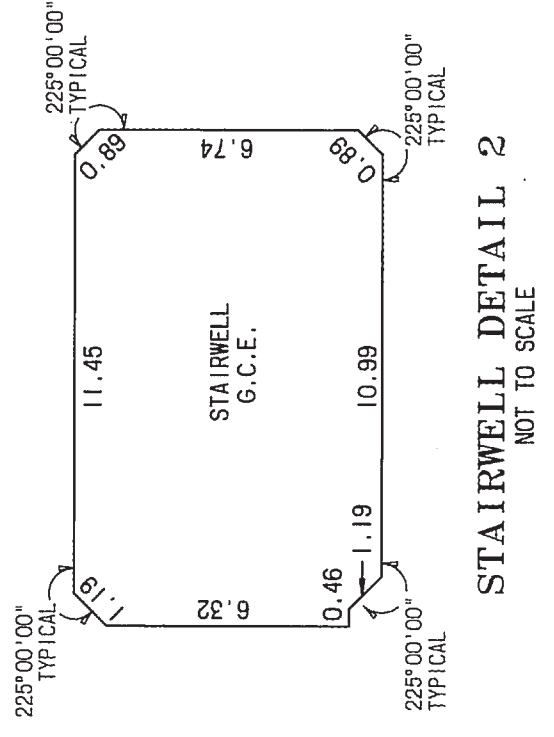
WALL DETAIL 7
SCALE: 1" = 5'



WALL DETAIL 4
SCALE: 1" = 5'



STAIRWELL DETAIL 3
NOT TO SCALE



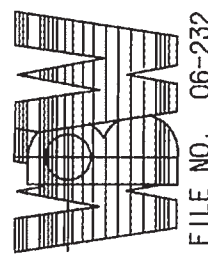
STAIRWELL DETAIL 2
NOT TO SCALE

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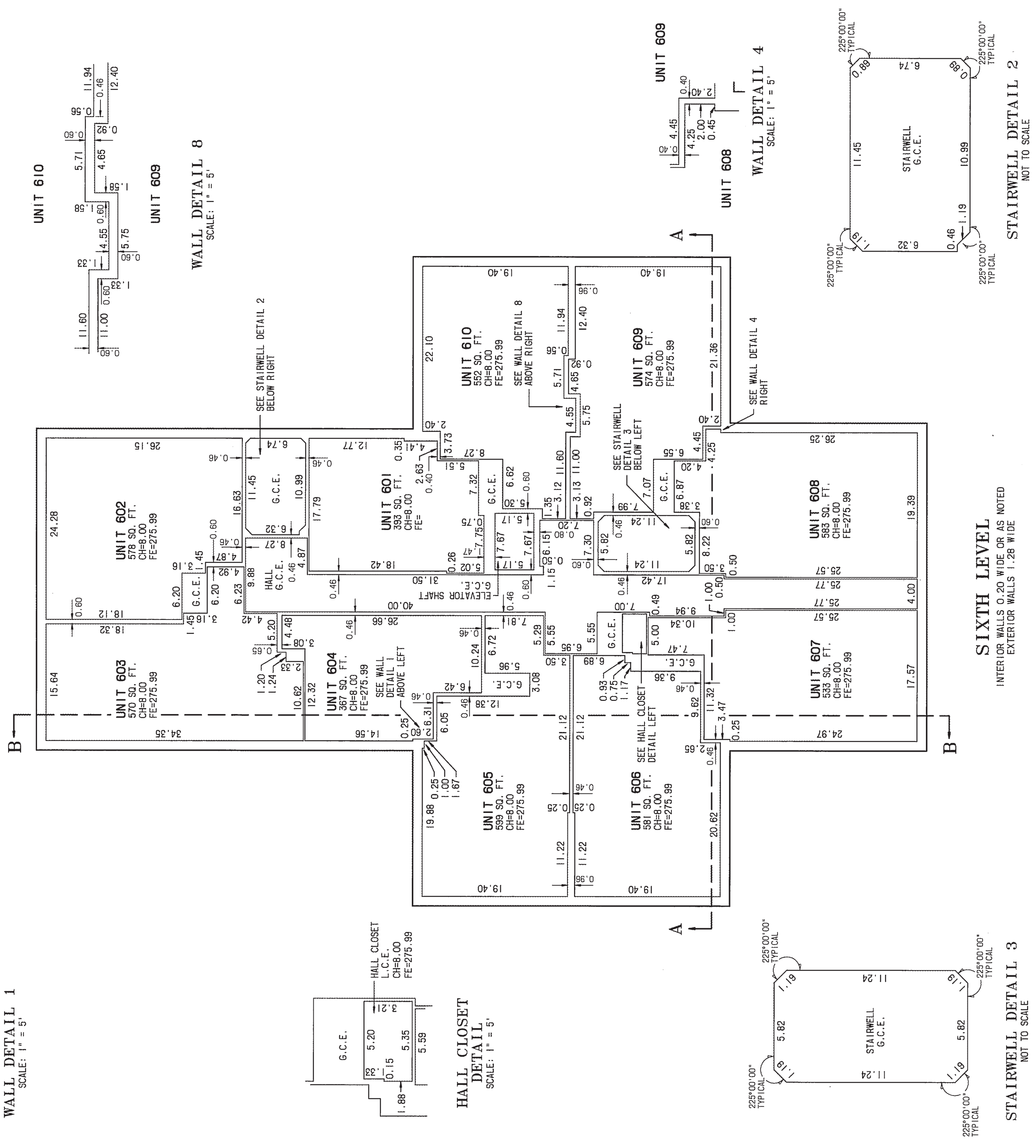
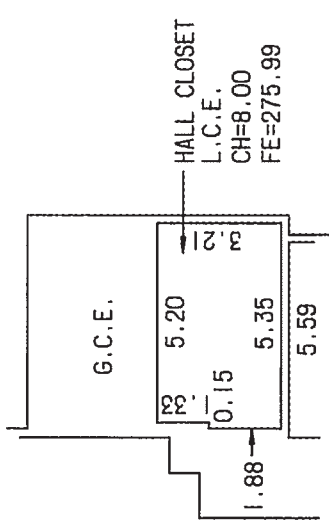
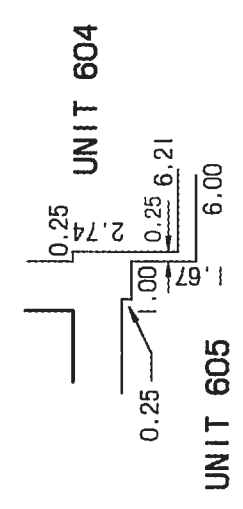
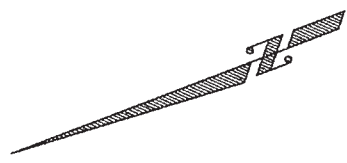
THAT LAND AS DESCRIBED IN DOCUMENT NO. 2006-208059, MULTNOMAH COUNTY DEED RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON.
 DATE: APRIL 2, 2007.
 SCALE: 1" = 10'

LEGEND

CH	CEILING HEIGHT
FE	FLOOR ELEVATION
SQ. FT.	SQUARE FEET
G.C.E.	GENERAL COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

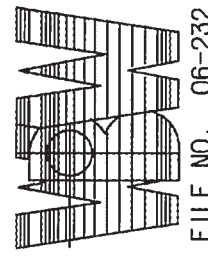
NOTES

1. WALL CORNERS ARE PERPENDICULAR OR AS NOTED.
2. INTERIOR VERTICAL DISTANCES SHOWN ARE FROM SUBFLOOR TO FINISHED CEILING. INTERIOR HORIZONTAL DISTANCES SHOWN ARE FROM FINISHED WALL TO FINISHED WALL. UNITS ARE BOUNDED BY THE INTERIOR UNFINISHED SURFACES OF PERIMETER WALLS AND BEARING WALLS, FLOORS AND CEILINGS PER SECTION 5.2 OF THE DECLARATION.
3. ELEVATIONS ARE BASED ON CITY OF PORTLAND BENCHMARK NO. 2620, A 2-1/2" BRASS DISC LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF S.W. COLLEGE STREET AND S.W. CARDINELL DRIVE. ELEVATION = 222.019 FEET, CITY OF PORTLAND DATUM.



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 JULY 12, 2005
 DEKKON T. MACKAI
 73427
 I HEREBY CERTIFY THIS TO
 BE A TRUE AND EXACT COPY
 OF THE ORIGINAL PLAT
 RENEWAL DATE: 12-31-08

I CERTIFY THAT THIS SURVEY WAS PREPARED USING HEWLETT-PACKARD
 PRODUCT NO. 51645A ON OCE # 86-8542 DOUBLE MATTE FILM.



W.B. WELLS AND ASSOCIATES, INC.
 SURVEYORS/ENGINEERS/PLANNERS
 4230 N.E. FREMONT STREET
 PORTLAND, OREGON 97213
 PHONE (503) 284-5896
 FAX (503) 284-8530
 FILE NO. 06-232

CARDINELL VIEW LOFTS CONDOMINIUM

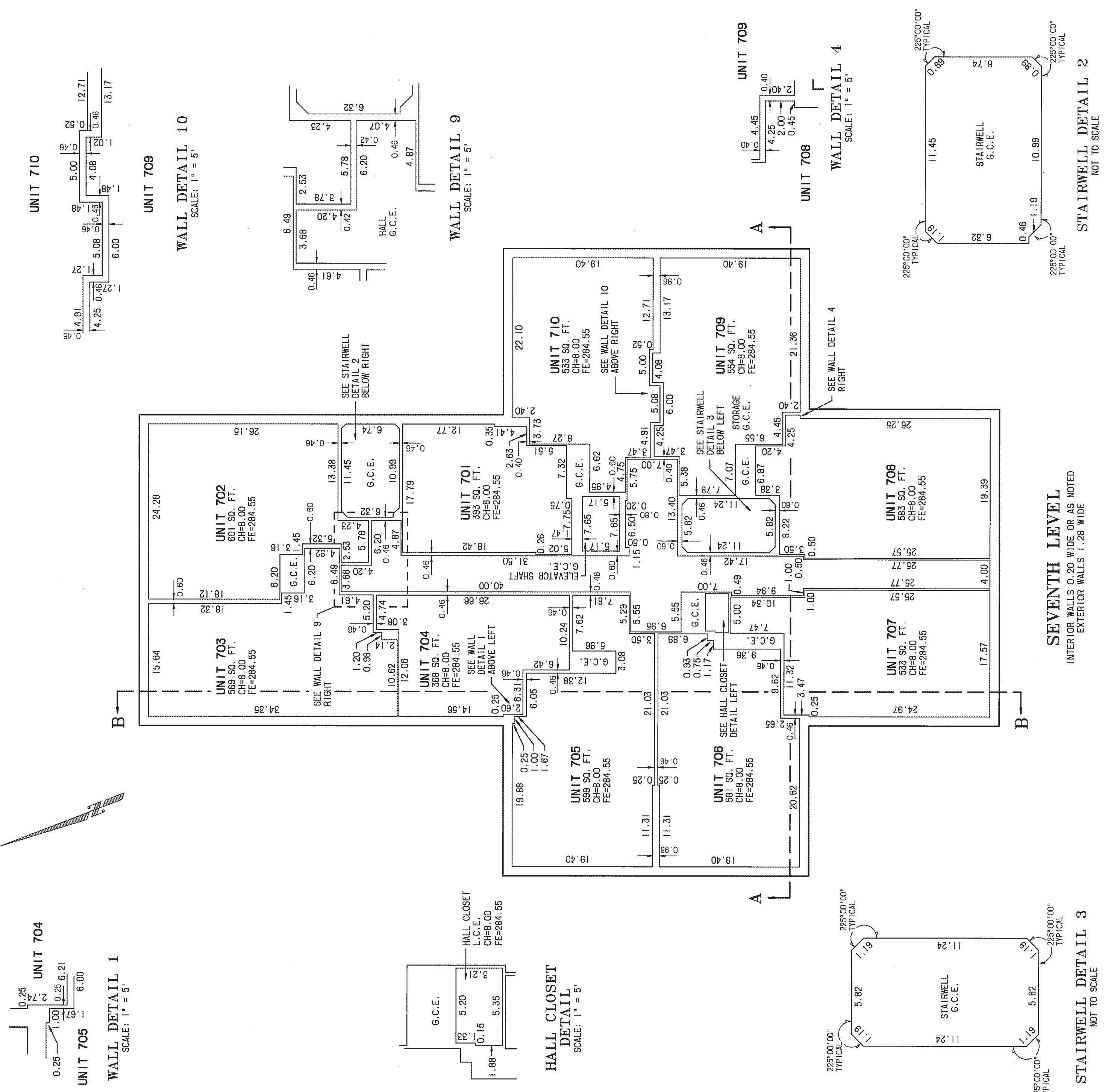
THAT LAND AS DESCRIBED IN DOCUMENT NO. 2006-206059, MULTNOMAH COUNTY DEED RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON.
 SCALE: 1" = 10'
 DATE: APRIL 2, 2007

LEGEND

CH	CEILING HEIGHT
FE	FLOOR ELEVATION
SQ. FT.	SQUARE FEET
G.C.E.	GENERAL COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

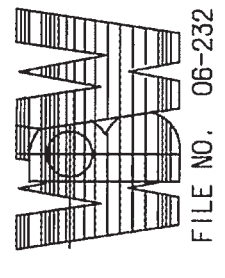
NOTES

1. WALL CORNERS ARE PERPENDICULAR OR AS NOTED.
2. INTERIOR VERTICAL DISTANCES SHOWN ARE FROM SUBFLOOR TO FINISHED CEILING. INTERIOR HORIZONTAL DISTANCES SHOWN ARE FROM FINISHED WALL TO FINISHED WALL. UNITS ARE BOUNDED BY THE INTERIOR UNFINISHED SURFACES OF PERIMETER WALLS AND BEARING WALLS, FLOORS AND CEILINGS PER SECTION 5.2 OF THE DECLARATION.
3. ELEVATIONS ARE BASED ON CITY OF PORTLAND BENCHMARK NO. 2620, A 2-1/2" BRASS DISC LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF S.W. COLLEGE STREET AND S.W. CARDINELL DRIVE. ELEVATION = 222.019 FEET, CITY OF PORTLAND DATUM.



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 DEKKON T. MACKAI
 JULY 12, 2005
 OREGON
 73427
 I HEREBY CERTIFY THIS TO
 BE A TRUE AND EXACT COPY
 OF THE ORIGINAL PLAT
 RENEWAL DATE: 12-31-08

I CERTIFY THAT THIS SURVEY WAS PREPARED USING HEWLETT-PACKARD
 PRODUCT NO. 51648A ON OCE # 86-6342 DOUBLE MATTE FILM.



W.B. WELLS AND ASSOCIATES, INC.
 SURVEYORS/ENGINEERS/PLANNERS
 4230 N.E. FREMONT STREET
 PORTLAND, OREGON 97213
 PHONE (503) 284-5896
 FAX (503) 284-8530
 FILE NO. 06-232

CARDINELL VEIW LOFTS CONDOMINIUM

THAT LAND AS DESCRIBED IN DOCUMENT NO. 2006-208059, MULTNOMAH COUNTY DEED RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON.
 SCALE: 1" = 10'
 DATE: APRIL 2, 2007

LEGEND

- FE FLOOR ELEVATION
- G.C.E. GENERAL COMMON ELEMENT

NOTES

1. INTERIOR VERTICAL DISTANCES SHOWN ARE FROM SUBFLOOR TO FINISHED CEILING.
2. ELEVATIONS ARE BASED ON CITY OF PORTLAND BENCHMARK NO. 2620, A 2-1/2" BRASS DISC LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF S.W. COLLEGE STREET AND S.W. CARDINELL DRIVE. ELEVATION = 222.019 FEET, CITY OF PORTLAND DATUM.

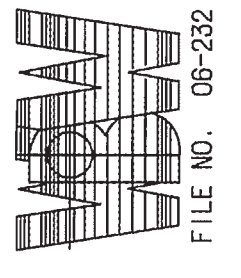
EIGHTH LEVEL	SEVENTH LEVEL	SIXTH LEVEL	FIFTH LEVEL	FOURTH LEVEL	THIRD LEVEL	SECOND LEVEL	FIRST LEVEL
UNIT 802 FE=293.11	UNIT 703 FE=284.55	UNIT 603 FE=275.99	UNIT 503 FE=267.43	UNIT 403 FE=258.87	UNIT 303 FE=250.31	UNIT 203 FE=241.75	UNIT 103 FE=233.19
UNIT 707 FE=284.55	UNIT 704 FE=284.55	UNIT 604 FE=275.99	UNIT 504 FE=267.43	UNIT 404 FE=258.87	UNIT 304 FE=250.31	UNIT 204 FE=241.75	
UNIT 607 FE=275.99	UNIT 605 FE=284.55	UNIT 605 FE=275.99	UNIT 505 FE=267.43	UNIT 405 FE=258.87	UNIT 305 FE=250.31	UNIT 205 FE=241.75	
UNIT 507 FE=267.43	UNIT 606 FE=275.99	UNIT 606 FE=275.99	UNIT 506 FE=267.43	UNIT 406 FE=258.87	UNIT 306 FE=250.31	UNIT 206 FE=241.75	
UNIT 407 FE=258.87	UNIT 706 FE=284.55	UNIT 607 FE=275.99	UNIT 507 FE=267.43	UNIT 407 FE=258.87	UNIT 307 FE=250.31	UNIT 207 FE=241.75	
STORAGE ROOM G.C.E. FE=250.31	UNIT 705 FE=284.55	UNIT 608 FE=275.99	UNIT 508 FE=267.43	UNIT 408 FE=258.87	UNIT 308 FE=250.31	UNIT 208 FE=241.75	STORAGE ROOM G.C.E. FE=241.75
STORAGE ROOM G.C.E. FE=250.31	UNIT 706 FE=284.55	UNIT 609 FE=275.99	UNIT 509 FE=267.43	UNIT 409 FE=258.87	UNIT 309 FE=250.31	UNIT 209 FE=241.75	FURNACE ROOM G.C.E. FE=234.67

SECTION B-B

REGISTERED PROFESSIONAL LAND SURVEYOR
 JULY 12, 2005
 DEKKTION T. MACKAI
 73427

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT
 RENEWAL DATE: 12-31-08

I CERTIFY THAT THIS SURVEY WAS PREPARED USING HEWLETT-PACKARD PRODUCT NO. 51645A ON CCE # 86-6342 DOUBLE MATTE FILM.



W.B. WELLS AND ASSOCIATES, INC.
 SURVEYORS/ENGINEERS/PLANNERS
 4230 N.E. FREMONT STREET
 PORTLAND, OREGON 97213
 PHONE (503) 284-5896
 FAX (503) 284-8530
 FILE NO. 06-232

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT CARDINELL INVESTMENTS, LLC, CARDINELL MM LLC, CARDINELL WO LLC, CARDINELL PEREIRA LLC, FLARC REAL ESTATE INVESTMENTS LLC, BEING OREGON LIMITED LIABILITY COMPANIES AND OWNERS, C.B.CO. - BERTHA LLC AND C.B.CO LLC, BEING NEVADA LIMITED LIABILITY COMPANIES AND OWNERS, HEREBY DECLARE THE ANNEXED MAP OF "CARDINELL VIEW LOFTS CONDOMINIUM", AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, TO BE A TRUE AND CORRECT MAP AND PLAT THEREOF, AND HEREBY COMMIT SAID LAND TO THE OPERATION OF THE OREGON CONDOMINIUM ACT AS LAID OUT IN CHAPTER 100 OF THE OREGON REVISED STATUTES. THE PROPERTY AND IMPROVEMENTS DESCRIBED AND DEPICTED ON THE PLAT ARE SUBJECT TO THE PROVISIONS OF OREGON REVISED STATUTES 100.005 TO 100.825.

CARDINELL INVESTMENTS, LLC
BY: [Signature]
SCOTT TIMBERLAKE
MANAGER AND MEMBER

CARDINELL MM LLC
BY: [Signature]
MARTIN C. MULLER
MANAGER AND MEMBER

CARDINELL WO LLC
BY: [Signature]
VALERIUM PEREIRA
AUTHORIZED AGENT

C.B.CO. - BERTHA LLC
BY: [Signature]
WILLIAM OKIEF
MANAGER AND MEMBER

CARDINELL PEREIRA, LLC
BY: [Signature]
VALERIUM PEREIRA
MANAGER AND MEMBER

FLARC REAL ESTATE INVESTMENTS LLC
BY: [Signature]
FLOYD SKLAVER
MANAGER AND MEMBER

C.B.CO LLC
BY: [Signature]
WILLIAM OKIEF
MANAGER AND MEMBER

ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF MULTNOMAH)
THIS IS TO CERTIFY THAT ON THIS 24th DAY OF MAY, 2007, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED SCOTT TIMBERLAKE, MANAGER AND MEMBER OF CARDINELL INVESTMENTS, LLC, WHO DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN THE FOREGOING DECLARATION, AND THAT SAID INSTRUMENT WAS EXECUTED ON BEHALF OF CARDINELL INVESTMENTS, LLC AND THAT HE EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

Lorri L Asder
NOTARY SIGNATURE
Lorri L Asder
NOTARY PUBLIC - OREGON
COMMISSION NO. 370749
MY COMMISSION EXPIRES September 9, 2007

ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF MULTNOMAH)
THIS IS TO CERTIFY THAT ON THIS 24th DAY OF MAY, 2007, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED MARTIN C. MULLER, MANAGER AND MEMBER OF CARDINELL MM LLC, WHO DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN THE FOREGOING DECLARATION, AND THAT SAID INSTRUMENT WAS EXECUTED ON BEHALF OF CARDINELL MM LLC AND THAT HE EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

Lorri L Asder
NOTARY SIGNATURE
Lorri L Asder
NOTARY PUBLIC - OREGON
COMMISSION NO. 370749
MY COMMISSION EXPIRES September 9, 2007

ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF MULTNOMAH)
THIS IS TO CERTIFY THAT ON THIS 24th DAY OF MAY, 2007, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED VALERIUM PEREIRA, AUTHORIZED AGENT OF CARDINELL WO LLC, WHO DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN THE FOREGOING DECLARATION, AND THAT SAID INSTRUMENT WAS EXECUTED ON BEHALF OF CARDINELL WO LLC AND THAT HE EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

Lorri L Asder
NOTARY SIGNATURE
Lorri L Asder
NOTARY PUBLIC - OREGON
COMMISSION NO. 370749
MY COMMISSION EXPIRES September 9, 2007

ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF MULTNOMAH)
THIS IS TO CERTIFY THAT ON THIS 24th DAY OF MAY, 2007, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED WILLIAM OKIEF, MANAGER AND MEMBER OF C.B.CO BERTHA LLC, WHO DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN THE FOREGOING DECLARATION, AND THAT SAID INSTRUMENT WAS EXECUTED ON BEHALF OF C.B.CO. - BERTHA LLC AND THAT HE EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

Lorri L Asder
NOTARY SIGNATURE
Lorri L Asder
NOTARY PUBLIC - OREGON
COMMISSION NO. 370749
MY COMMISSION EXPIRES September 9, 2007

ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF MULTNOMAH)
THIS IS TO CERTIFY THAT ON THIS 24th DAY OF MAY, 2007, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED VALERIUM PEREIRA, MANAGER AND MEMBER OF CARDINELL PEREIRA, LLC, WHO DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN THE FOREGOING DECLARATION, AND THAT SAID INSTRUMENT WAS EXECUTED ON BEHALF OF CARDINELL PEREIRA, LLC AND THAT HE EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

Lorri L Asder
NOTARY SIGNATURE
Lorri L Asder
NOTARY PUBLIC - OREGON
COMMISSION NO. 370749
MY COMMISSION EXPIRES September 9, 2007

CARDINELL VIEW LOFTS CONDOMINIUM

THAT LAND AS DESCRIBED IN DOCUMENT NO. 2006-208059, MULTNOMAH COUNTY DEED RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON.
DATE: APRIL 2, 2007

ACKNOWLEDGEMENT

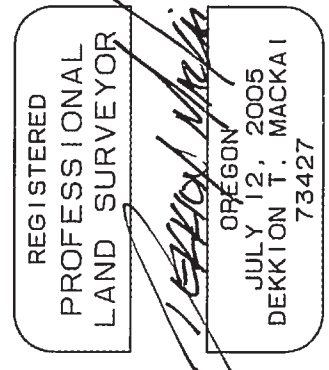
STATE OF OREGON)
COUNTY OF MULTNOMAH)
THIS IS TO CERTIFY THAT ON THIS 22nd DAY OF MAY, 2007, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED FLOYD SKLAVER, MANAGER AND MEMBER OF FLARC REAL ESTATE INVESTMENTS LLC, WHO DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN THE FOREGOING DECLARATION, AND THAT SAID INSTRUMENT WAS EXECUTED ON BEHALF OF FLARC REAL ESTATE INVESTMENTS LLC AND THAT HE EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

Lorri L Asder
NOTARY SIGNATURE
Lorri L Asder
NOTARY PUBLIC - OREGON
COMMISSION NO. 370749
MY COMMISSION EXPIRES September 9, 2007

ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF MULTNOMAH)
THIS IS TO CERTIFY THAT ON THIS 24th DAY OF MAY, 2007, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED WILLIAM OKIEF, MANAGER AND MEMBER OF C.B.CO LLC, WHO DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN THE FOREGOING DECLARATION, AND THAT SAID INSTRUMENT WAS EXECUTED ON BEHALF OF C.B.CO LLC AND THAT HE EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

Lorri L Asder
NOTARY SIGNATURE
Lorri L Asder
NOTARY PUBLIC - OREGON
COMMISSION NO. 370749
MY COMMISSION EXPIRES September 9, 2007



I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT
RENEWAL DATE: 12-31-08
I CERTIFY THAT THIS SURVEY WAS PREPARED USING HEWLETT-PACKARD PRODUCT NO. 51645A ON OCE # 86-8342 DOUBLE MATTE FILM.



W.B. WELLS AND ASSOCIATES, INC.
SURVEYORS/ENGINEERS/PLANNERS
4230 N.E. FREMONT STREET
PORTLAND, OREGON 97213
PHONE (503) 284-5896
FAX (503) 284-8530

CARDINELL VIEW LOFTS CONDOMINIUM

THAT LAND AS DESCRIBED IN DOCUMENT NO. 2006-208059, MULTNOMAH COUNTY DEED RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON.
DATE: APRIL 2, 2007

SURVEYOR'S CERTIFICATE

I, DEKKION T. MACKAI, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE ANNEXED MAP OF "CARDINELL LOFTS CONDOMINIUMS", SAID LAND BEING DESCRIBED AS FOLLOWS:

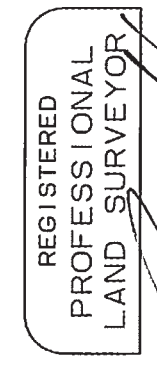
THAT TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 2006-208059, MULTNOMAH COUNTY DEED RECORDS (SUBJECT TRACT), SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, SAID POINT BEING A 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "K.W. COX ASSOC. INC." FOUND AT THE NORTHEAST CORNER OF LOT 8, BLOCK 284, "COFFIN'S ADDITION TO THE CITY OF PORTLAND"; THENCE SOUTH 69°13'00" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. COLLEGE STREET AND THE NORTHERLY LINE OF SAID BLOCK 284, A DISTANCE OF 112.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF S.W. CARDINELL DRIVE; THENCE SOUTH 20°47'34" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.28 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE CONCAVE TO THE EAST THROUGH A CENTRAL ANGLE OF 44°43'49" (CHORD BEARS SOUTH 01°34'21" EAST, A DISTANCE OF 38.05 FEET) AN ARC DISTANCE OF 39.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 23°56'15" EAST, A DISTANCE OF 9.28 FEET TO THE WESTERLY LINE OF A 15.00 FOOT WIDE ALLEY IN THE PLAT OF "CARDINELL PARK"; THENCE SOUTH 20°47'34" WEST, ALONG THE WESTERLY LINE OF SAID ALLEY, A DISTANCE OF 149.94 FEET TO THE SOUTHEASTLY CORNER OF SUBJECT TRACT; THENCE NORTH 69°13'00" WEST, ALONG THE SOUTHERLY LINE OF SUBJECT TRACT, A DISTANCE OF 133.01 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 20°47'34" EAST, ALONG THE WESTERLY LINE OF SUBJECT TRACT AND THE EASTERLY LINE OF LOTS 5 THROUGH 8 OF SAID BLOCK 284, A DISTANCE OF 225.00 FEET TO THE INITIAL POINT.

CONTAINING 28,626 SQUARE FEET.

CERTIFICATE OF COMPLETION

I, DEKKION T. MACKAI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF "CARDINELL VIEW LOFTS CONDOMINIUM" FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS OF THE BUILDING AND THAT CONSTRUCTION OF THE UNITS AND BUILDING AS DEPICTED ON THE PLAT HAS BEEN COMPLETED AS OF JANUARY 5, 2007.



I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT
RENEWAL DATE: 12-31-08

I CERTIFY THAT THIS SURVEY WAS PREPARED USING HEWLETT-PACKARD PRODUCT NO. 51645A ON OCE # 86-8342 DOUBLE MATTE FILM.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE A CONDOMINIUM OF THAT LAND AS DESCRIBED IN DOCUMENT NO. 2006-208059, MULTNOMAH COUNTY DEED RECORDS.

THE BOUNDARY WAS HELD AS ESTABLISHED IN OUR PREVIOUS SURVEY FILED AS SURVEY NUMBER 60956, MULTNOMAH COUNTY SURVEY RECORDS. ALL MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THE EXTERIOR BOUNDARIES OF THIS PLAT WERE HELD PER SAID SURVEY.

APPROVALS

APPROVED THIS 28th DAY OF June, 2007
COUNTY SURVEYOR, MULTNOMAH COUNTY, OREGON
BY: Robert A. Hudson

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 100.110 HAVE BEEN PAID AS OF June 29, 2007
DIRECTOR, DIVISION OF ASSESSMENT AND TAXATION
MULTNOMAH COUNTY, OREGON
BY: [Signature] DEPUTY

STATE OF OREGON)
COUNTY OF MULTNOMAH)

I DO HEREBY CERTIFY THAT THE ATTACHED CONDOMINIUM PLAT WAS RECEIVED FOR RECORD AND RECORDED

June 29, 2007, AT 10:38 A.M.
IN BOOK 1287, ON PAGES 1-13

COUNTY RECORDING OFFICE
BY: V. Mchabosh DEPUTY

DOCUMENT NO. 2007-117051



W.B. WELLS AND ASSOCIATES, INC.
SURVEYORS/ENGINEERS/PLANNERS
4230 N.E. FREMONT STREET
PORTLAND, OREGON 97213
PHONE (503) 284-5896
FAX (503) 284-8530

After Recording Return To:
Scott Timberlake
Windermere Pacific Northwest
3939 NE Hancock
Portland, OR 97212

E41 59
Total : 311.00

ATVLM

2007-117052 06/29/2007 10:38:22am

DECLARATION SUBMITTING CARDINELL VIEW LOFTS CONDOMINIUM
TO CONDOMINIUM OWNERSHIP

THIS DECLARATION is made and executed by Cardinell Investments, LLC, an Oregon limited liability company; Cardinell Pereira, LLC, an Oregon limited liability company; Cardinell WO LLC, an Oregon limited liability company; Cardinell MM LLC, an Oregon limited liability company; Flarc Real Estate Investments LLC, an Oregon limited liability company; C & CO LLC, a Nevada limited liability company; and C & CO - Bertha LLC, a Nevada limited liability company; collectively referred to hereinafter as "Declarant."

Declarant desires to create a condominium to be known as Cardinell View Lofts Condominium, which will be located in the City of Portland, Multnomah County, Oregon. The purpose of this declaration is to submit the land and all buildings, improvements, structures, easements and any rights and appurtenances to the condominium form of ownership, to be converted and used in the manner provided by the Oregon Condominium Act.

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

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

1.1 "Act" means the Oregon Condominium Act.

1.2 "Association" means the Association of Unit Owners of Cardinell View Lofts Condominium.

1.3 "Board of Directors" means the directors selected pursuant to the provisions of this declaration and the bylaws of the Association adopted as provided herein, as the same may be amended from time to time.

1.4 "Bylaws" means the bylaws of the Association adopted as provided herein, as the same may be amended from time to time.

1.5 "Declarant" means Cardinell Investments, LLC, an Oregon limited liability company; Cardinell Pereira, LLC, an Oregon limited liability company; Cardinell WO LLC, an Oregon limited liability company; Cardinell MM LLC, an Oregon limited liability company; Flarc Real Estate Investments LLC, an Oregon limited liability company; C & CO LLC, a Nevada limited liability company; and C & CO - Bertha LLC, a Nevada limited liability company.

1.6 "Plat" means the plat of Cardinell View Lofts Condominium, recorded simultaneously with the recording of this declaration.

1.7 "Incorporation by Reference." Except as otherwise provided in this declaration, each of the terms used herein have the meaning set forth in ORS 100.005, a part of the Act.

2. PROPERTY SUBMITTED. Declarant has a fee simple title interest in the land submitted hereunder. It is located in the City of Portland, Multnomah County, Oregon, and is more particularly described in Exhibit A attached hereto. The property submitted hereunder includes the land so described, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

3. NAME. The name by which the property submitted hereunder shall be known is "Cardinell View Lofts Condominium."

4. GENERAL DESCRIPTION OF BUILDING. The Condominium is located at 1205 SW Cardinell Drive, Portland, Oregon 97201. The Condominium consists of one building which was constructed in 1953. The building has eight stories (designated First Level, Second Level, Third Level, Fourth Level, Fifth Level, Sixth Level, Seventh Level and Eighth Level). The building does not contain a basement. The building is composed of wood frame with expanded metal and plaster painted walls. Steel stud framing has been installed in some locations as well. The building has a concrete foundation. The roofing system is comprised of rolled on asphalt and the siding consists of concrete and brick masonry.

5. UNITS.

5.1 General Description of Units. There are a total of 58 residential units. None of the units has a fireplace. Each unit, with the exception of Units 304, 404, 504, 604 and 704, has a washer/dryer hook-up. Hook-ups for washer/dryer units, however, exist in the hallway closets which are reserved as limited common elements to Units 304, 404, 504, 604 and 704. The dimensions, designation, and location of each unit are shown in Exhibit B hereto and on the Plat filed simultaneously herewith and made a part of this declaration as if fully set forth herein.

5.2 Boundaries of Units. Each unit shall be bounded by the interior unfinished surfaces of its perimeter and bearing walls, floors, and ceilings. All paneling, tiles, paint, wallpaper, finished flooring, or any part of the finished surfaces thereof shall be a part of the unit. All other portions of said walls, floors or ceilings shall be part of the common elements. The unit shall include windows, window frames, exterior and interior doors, door frames, air space, non-bearing interior partitions, and all other appliances, fixtures and improvements contained therein. In addition, each unit shall include the outlet of any utility service lines, including but not limited to water, sewerage, gas electricity, and ventilating ducts within the unit, but shall not include any part of such lines or ducts themselves.

5.3 Use of Units. The units shall be occupied and used by the respective owners only for residential purposes for the owner, family, tenant and social guests and for no other purposes.

The owners of the respective units shall have the right to lease or rent the unit or any part thereof, provided that any such lease or rental agreement shall be subject to the covenants and restrictions contained in this declaration and is further subject to the bylaws, rules and regulations of the Association. In addition, the units are precluded from being rented for terms less than 30 days.

6. COMMON ELEMENTS.

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

- (a) The land, pathways, fences, grounds, and parking area not otherwise assigned to units or characterized as limited common elements;
- (b) The foundations, columns, girders, beams, supports, bearing walls, perimeter walls, main walls, roofs, and exterior porches, corridors, lobbies, stairs, elevator, fire escapes, entrances and exits of the building;
- (c) Installations of central services, such as power, light, gas, hot and cold water, heating, refrigeration, waste disposal, and incinerators, up to the outlet within any units;
- (d) The tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use;
- (e) The storage rooms located on the second and third floors, excluding the storage spaces which are assigned to the units as limited common elements;
- (f) The furnace room located on the Second Floor towards the back of the storage area;
- (g) The hallway closets that are not otherwise assigned to the units as limited common elements;
- (h) All other elements of any building necessary or convenient to its existence, maintenance and safety, or normally in common use.

6.2 Limited Common Elements. The following constitute limited common elements, the use of which shall be restricted to the unit(s) to which they pertain:

- (a) The patio adjoining and reserved to Unit 103;
- (b) The hallway closets located on the Third, Fourth, Fifth, Sixth, and Seventh Floors, which contain washer/dryer hook-ups, and are reserved to Units 304, 404, 504, 604, and 704 respectively;

- (c) The rooftop decks adjoining and reserved to Units 801 and 802, respectively; and
- (d) The parking spaces assigned to the units as set forth in Exhibit C hereto.

6.3 Undivided Interest in Common Elements. Each unit is allocated an interest in the common elements as set forth in Exhibit B hereto. The allocation is based approximately on the square footage of the units as follows:

Unit Square Footage	Allocation of Interest in Common Elements
367-484 sq. feet	1.5%
532-607 sq. feet	1.7%
774 sq. feet	1.8%
1380 sq. feet and 1437 sq. feet	3.65%

Each unit's undivided interest shall be deemed to be conveyed or encumbered with conveyance of said unit, even though the description in the instrument of conveyance or encumbrance may refer only to title of the unit.

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

6.5 Maintenance, Repair, and Replacement. Except to the extent it is imposed on the unit owners by this declaration or the bylaws, 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. Nothing herein, however, shall be construed so as to preclude the Board of Directors from delegating such duties to individuals or entities.

6.6 Use and Maintenance of Limited Common Elements. The use of the limited common elements shall be restricted to the units to which they pertain to. The unit owners shall have the responsibility for maintaining and repairing the limited common elements that they have exclusive use over. Notwithstanding the maintenance obligation of the unit owners over these spaces, no unit owner may change the appearance of the limited common elements without the permission of the Board of Directors.

7. COMMON PROFITS AND COMMON EXPENSES. The common profits shall be allocated among the unit owners according to the allocation of undivided interest of each unit in the common elements; provided, however, that no such profits shall be distributed among the unit owners and shall be used solely for purposes of maintaining, repairing, and replacing the common elements or other expenses of the Association. The common expenses shall be assessed to the unit owners according to the allocation of undivided interest of each unit in the common elements.

However, owners of Units 801 and 802 shall be charged additional amounts each month towards the common expenses for because the air conditioning units located within Units 801 and 802 are powered through the common electrical circuit, thereby creating an additional expense to the Association. Additionally, a unit owner may be assessed additional amounts individually for common expenses incurred through such unit owner's direction or fault, or as otherwise provided in the bylaws.

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

9. EASEMENTS AND ENCROACHMENTS.

9.1 Right of Access. The Association, through its Board of Directors, shall have the right to have access to each unit as may be necessary for the maintenance, repair or replacement of the common elements, or to make emergency repairs therein necessary for the public safety or to prevent damage to the common elements or to another unit. In case of an emergency originating in or threatening his unit, or other portion of the condominium, each unit owner hereby grants the right of entry to any person authorized by the Board of Directors to be used in such emergencies.

9.2 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 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 except as otherwise provided in the Act the rights and obligations of owners shall not be altered in any way by the encroachment, nor shall the encroachments be construed to be encumbrances affection the market ability of title to any unit.

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

9.4 Utility Easement. Each unit shall have an easement through each other unit and through the general common elements and limited common elements for utility, wiring, heat, plumbing and other service elements, and for reasonable access required to effectuate and continue proper operation of the condominium.

10. VOTING RIGHTS. Each unit shall be entitled to one vote. In the event there is more than one owner of a unit, the co-owners must designate in writing to the Association which co-owner shall possess the unit's voting rights.

11. ASSOCIATION OF UNIT OWNERS.

11.1 Organization; Adoption of Bylaws. Upon the execution and recording of this declaration, the Association 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. Declarant shall cause the Association to simultaneously adopt and record bylaws for the Association.

11.2 Membership; Board of Directors. Each unit owner shall be a member of the Association, and membership therein shall be limited to unit owners only. The affairs of the Association shall be governed by a Board of Directors as provided in the bylaws.

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

11.4 Interim Board of Directors. Declarant will appoint an interim Board of Directors, of one (1) director, for the Association. Declarant hereby reserves the right to control the Association until the earlier of a) the date of conveyance to persons other than Declarant of seventy-five percent (75%) of the units, or b) three years from the date the first unit is conveyed. Accordingly, upon the recording of the declaration and bylaws, the interim directors shall serve until the turnover meeting is held as provided in the bylaws.

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

12. MORTGAGEES.

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

- (a) "Mortgage" means a recorded mortgage or trust deed creating a lien against a unit; and
- (b) "Eligible mortgage holder" means a holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 12.3 below.

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

12.3 Notice to a Holder, Insurer, or Guarantor of a Mortgage. A holder, insurer, or guarantor of a mortgage on a unit, who submits a written request to the Association stating the name and address of the holder, insurer, or guarantor and the unit number or address of the mortgaged unit shall be entitled to timely written notice of the following:

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

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

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

- (a) Voting rights;
- (b) Assessments, assessment liens, or the priority of assessment liens;
- (c) Reserves for maintenance, repair and replacement of the common elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the general or limited common elements, or rights to their use;
- (f) Redefinition of any unit boundaries;
- (g) Convertibility of units into common elements or of common elements into units;

- (h) Expansion or contraction of the condominium or the addition, annexation, or withdrawal of property to or from the condominium;
- (i) Insurance or fidelity bonds;
- (j) Leasing of units;
- (k) Imposition of any restriction on a unit owners's right to sell or transfer his or her unit;
- (l) A decision by the Association to establish self-management when professional management had been required previously by eligible mortgage holders;
- (m) Restoration or repair of the condominium (after a hazard or partial condemnation) in a manner other than that specified in the declaration, bylaws, or Act;
- (n) Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs; or
- (o) Any provision that expressly benefit mortgage holders, insurers, or guarantors.

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

12.6 Request for Approval of Eligible Mortgage Holders. Any eligible mortgage holder or other mortgagee who receives a written request to approve additions or amendments to the declaration, bylaws, or other action to be taken by the Board of Directors, Association, or unit owners, shall be deemed to have given such approval unless a negative response is delivered or posted to the requesting party within thirty (30) days after such request has been received, provided that the written request was delivered by certified mail with "return receipt requested."

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

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

successors and assigns.

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

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

- (a) Change the pro rata interest or obligations of any unit for (1) purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, and (2) determining the pro rata share of ownership of each unit in the common elements;
- (b) Partition or subdivide any unit;
- (c) By act or omission, seek to abandon or terminate the condominium status of the project except as provided by statute in case of substantial loss to the units and common elements of the condominium status of the project except as provided by statutes in case of substantial loss to the units and common elements of the condominium project;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause; or
- (e) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

12.11 Right to Examine Books and Records. All mortgagees (including insurers and guarantors of mortgages) shall have the right to examine the books and records (including the declaration, bylaws, rules, and regulations and financial statements) of the Association upon written request. Such books and records shall be available for duplication at reasonable times; a mortgagee shall be entitled to have an audited financial statement prepared at his own expense if such audited statement is not otherwise available; the Association, its Board of Directors and its officers shall cooperate to facilitate the necessary auditing and review process.

13. AMENDMENT.

13.1 Approval Required. An amendment to the declaration may be proposed by a majority of the Board of Directors or by at least 30 percent of the unit owners. Except as may otherwise be provided in this declaration or by the Act, the declaration may be amended if such amendment is approved by seventy-five percent (75%) or more of all votes of the unit owners. No amendment may change 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 and the holders of any mortgage or trust has been approved by the owners of the affected units and the holders of any mortgage or trust deed on such unit. No amendment may reduce or eliminate the rights of first mortgagees set forth herein without the written consent of fifty-one percent (51%) of all such first mortgagees.

13.2 Recordation. The amendment shall be effective upon recordation of the declaration as amended or of the amendment thereto, certified by the chairman and secretary of the Association as being adopted in accordance with the declaration and the provisions of ORS 100.005 to 100.910 and 100.990, and approved by the Real Estate Commissioner, if required by law, in the Deed Records of Multnomah County.

14. DECLARANT'S RIGHTS.

Notwithstanding any provision to the contrary in this declaration or the bylaws, Declarant shall have the following special rights:

14.1 Amendment to Declaration and Bylaws. No amendment to the declaration and bylaws shall be effective without the written consent of Declarant until such time as seventy-five percent (75%) of the units have been conveyed to persons other than Declarant. No amendment may limit or diminish any right of Declarant reserved under the declaration, the Act, or any other special declarant right without the written consent of Declarant until such time as Declarant waives in writing this right of consent.

14.2 Assessments for Additional Capital Improvements. No units owned by Declarant shall be assessed by the Association or the Board of Directors for the construction or acquisition of additional capital improvements without the written consent of Declarant as long as the declarant owns more than two units or five percent of the units, whichever is greater.

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

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

14.5 Sales Office and Model. Declarant may maintain a sales and/or rental offices and/or models in one or more units which Declarant owns.

15. ARBITRATION.

Any dispute concerning this Declaration shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of Portland Arbitration Association and such dispute shall be settled by arbitration in accordance with the prevailing commercial rules of Portland Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

16. SEVERABILITY.

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

17. CONFLICTING PROVISIONS.

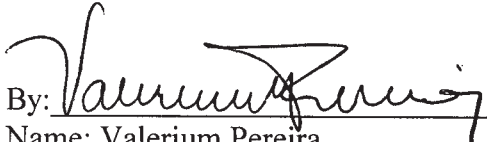
In the event of a conflict between or among the declaration, bylaws, and administrative rules and regulations, the provisions of the declaration shall be paramount to the bylaws and the rules and regulations, and the bylaws shall be paramount to the rules and regulations. For purposes of this section, the term "declaration" shall include all amendments and the term "bylaws" shall include all amendments.

IN WITNESS WHEREOF, Declarant has caused this declaration to be executed this 11th day of May, 2007.


Cardinell Investments LLC

By: 
Name: Scott Timberlake
Title: Manager


Cardinell Pereira LLC

By: 
Name: Valerium Pereira
Title: Manager and Member

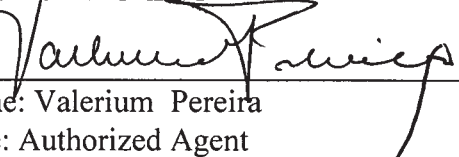
Cardinell MM LLC

By: 
Name: Martin C. Muller
Title: ,Manager


Flarc Real Estate Investments, LLC

By: 
Name: Floyd Sklaver
Title: Manager and Member


Cardinell WO LLC

By: 
Name: Valerium Pereira
Title: Authorized Agent

C & CO LLC

By: 
Name: William Okief
Title: Manager and Member

C & CO - Bertha LLC

By: 
Name: William Okief
Title: Manager and Member

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of May, 2007 before me personally appeared Scott Timberlake as Manager and Member of Cardinell Investments LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L. Asder
Notary Public for Oregon
My Commission expires: 9/9/07

STATE OF OREGON)
) ss.
County of Multnomah)

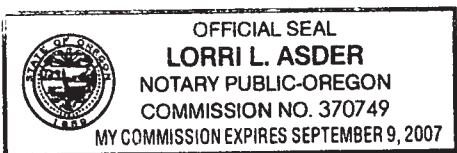
On this 11th day of May, 2007 before me personally appeared Valerium Pereira as Manager and Member of Cardinell Pereira LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L. Asder
Notary Public for Oregon
My Commission expires: 9/9/07

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of May, 2007 before me personally appeared Martin C. Muller as Manager and Member of Cardinell MM LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L. Asder
Notary Public for Oregon
My Commission expires: 9/9/07

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of May, 2007 before me personally appeared Floyd Sklaver as Manager and Member of Flarc Real Estate Investments, LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L Asder
Notary Public for Oregon
My Commission expires: 9/9/07

STATE OF OREGON)
) ss.
County of Multnomah)

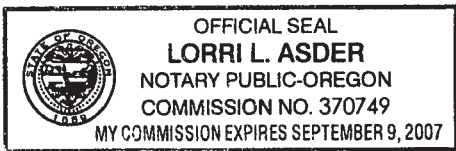
On this 11th day of May, 2007 before me personally appeared Valerium Pereira as Authorized Agent of Cardinell WO LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L Asder
Notary Public for Oregon
My Commission expires: 9/9/07

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of May, 2007 before me personally appeared William Okief as Manager and Member of C & CO LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L Asder
Notary Public for Oregon
My Commission expires: 9/9/07

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of May, 2007 before me personally appeared William Okief as Manager and Member of C & CO - Bertha LLC who acknowledged the foregoing instrument to be his voluntary act and deed.



Lorri L Asder
Notary Public for Oregon
My Commission expires: 9/9/07

EXHIBIT A

LEGAL DESCRIPTION

THAT TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 2006-208059, MULTNOMAH COUNTY DEED RECORDS (SUBJECT TRACT), SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, SAID POINT BEING A 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "K.W. COX ASSOC. INC." FOUND AT THE NORTHEAST CORNER OF LOT 8, BLOCK 284, "COFFIN'S ADDITION TO THE CITY OF PORTLAND"; THENCE SOUTH 69°13'00" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. COLLEGE STREET AND THE NORTHERLY LINE OF SAID BLOCK 284, A DISTANCE OF 112.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF S.W. CARDINELL DRIVE; THENCE SOUTH 20°47'34" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.28 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE CONCAVE TO THE EAST THROUGH A CENTRAL ANGLE OF 44°43'49" (CHORD BEARS SOUTH 01°34'21" EAST, A DISTANCE OF 38.05 FEET) AN ARC DISTANCE OF 39.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 23°56'15" EAST, A DISTANCE OF 9.28 FEET TO THE WESTERLY LINE OF A 15.00 FOOT WIDE ALLEY IN THE PLAT OF "CARDINELL PARK"; THENCE SOUTH 20°47'34" WEST, ALONG THE WESTERLY LINE OF SAID ALLEY, A DISTANCE OF 149.94 FEET TO THE SOUTHEASTERLY CORNER OF SUBJECT TRACT; THENCE NORTH 69°13'00" WEST, ALONG THE SOUTHERLY LINE OF SUBJECT TRACT, A DISTANCE OF 133.01 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 20°47'34" EAST, ALONG THE WESTERLY LINE OF SUBJECT TRACT AND THE EASTERLY LINE OF LOTS 5 THROUGH 8 OF SAID BLOCK 284, A DISTANCE OF 225.00 FEET TO THE INITIAL POINT.

CONTAINING 28,626 SQUARE FEET.

EXHIBIT B**FRACTIONAL INTEREST IN COMMON ELEMENTS**

Unit No.	Floor on which Unit is Located	Square Footage	Interest in GCEs
102	First Floor	580	1.7%
103	First Floor	548	1.7%
201	Second Floor	433	1.5%
202	Second Floor	579	1.7%
203	Second Floor	566	1.7%
204	Second Floor	774	1.8%
210	Second Floor	385	1.5%
301	Third Floor	396	1.5%
302	Third Floor	579	1.7%
303	Third Floor	566	1.7%
304	Third Floor	370	1.5%
305	Third Floor	599	1.7%
306	Third Floor	607	1.7%
308	Third Floor	484	1.5%
309	Third Floor	555	1.7%
310	Third Floor	532	1.7%
401	Fourth Floor	393	1.5%
402	Fourth Floor	602	1.7%
403	Fourth Floor	587	1.7%
404	Fourth Floor	367	1.5%

Unit No.	Floor on which Unit is Located	Square Footage	Interest in GCEs
405	Fourth Floor	598	1.7%
406	Fourth Floor	580	1.7%
407	Fourth Floor	533	1.7%
408	Fourth Floor	583	1.7%
409	Fourth Floor	555	1.7%
410	Fourth Floor	533	1.7%
501	Fifth Floor	393	1.5%
502	Fifth Floor	578	1.7%
503	Fifth Floor	570	1.7%
504	Fifth Floor	367	1.5%
505	Fifth Floor	599	1.7%
506	Fifth Floor	581	1.7%
507	Fifth Floor	533	1.7%
508	Fifth Floor	583	1.7%
509	Fifth Floor	557	1.7%
510	Fifth Floor	532	1.7%
601	Sixth Floor	393	1.5%
602	Sixth Floor	578	1.7%
603	Sixth Floor	570	1.7%
604	Sixth Floor	367	1.5%
605	Sixth Floor	599	1.7%
606	Sixth Floor	581	1.7%
607	Sixth Floor	533	1.7%
608	Sixth Floor	583	1.7%
609	Sixth Floor	574	1.7%
610	Sixth Floor	552	1.7%

Unit No.	Floor on which Unit is Located	Square Footage	Interest in GCEs
701	Seventh Floor	393	1.5%
702	Seventh Floor	601	1.7%
703	Seventh Floor	569	1.7%
704	Seventh Floor	368	1.5%
705	Seventh Floor	599	1.7%
706	Seventh Floor	581	1.7%
707	Seventh Floor	533	1.7%
708	Seventh Floor	583	1.7%
709	Seventh Floor	554	1.7%
710	Seventh Floor	533	1.7%
801	Eighth Floor	1380	3.65%
802	Eighth Floor	1437	3.65%

EXHIBIT C

ALLOCATION OF LCE PARKING SPACES

Unit No.	Parking Space
302	P 10
309	P 9
310	P 8
402	P 16
409	P 7
410	P 6
502	P 15
509	P 5
510	P 4
602	P 14
608	P 21
609	P 3
610	P 2
702	P 13
708	P 17
709	P 18
710	P 1
801	P 11, P 19
802	P 12, P 20

The foregoing Declaration is approved this 29th day of June, 2007.

William Metz
Assessor and Tax Collector for Multnomah County

The foregoing Declaration is approved pursuant to ORS 100.110 this 26th day of June, 2007 and in accordance with 100.110(7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.

Oregon Real Estate Commissioner

By: Lawrence J. Jell