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SUPPLEMENTAL DECLARATION SUBMITTING
MILL CREEK HOMES, A CONDOMINIUM, STAGE 10
TO CONDOMINIUM OWNERSHIP

MILL CREEK, LLC,
an Oregon limited liability company,
Declarant

CENTURION HOMES, INC.,
an Oregon corporation,
Developer

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**SUPPLEMENTAL DECLARATION SUBMITTING
MILL CREEK HOMES, A CONDOMINIUM, STAGE 10
TO CONDOMINIUM OWNERSHIP**

THIS SUPPLEMENTAL DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 9 day of JANUARY, 2004, by **MILL CREEK, LLC**, an Oregon limited liability company ("**Declarant**") and **CENTURION HOMES, INC.**, an Oregon corporation ("**Developer**").

By document dated January 8, 2001, entitled Declaration Submitting Mill Creek Homes, A Condominium, Stage 1 to Oregon Condominium Act, Declarant created a condominium known as Mill Creek Homes, A Condominium, which is located in the City of Portland, Multnomah County, Oregon. Declarant has conveyed the real property described in the attached Exhibit A to Developer, but has retained the status of declarant under the Declaration. By this Supplemental Declaration, Declarant and Developer wish 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, and to annex such stage to Mill Creek Homes, A Condominium.

NOW, THEREFORE, Declarant and Developer 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 Mill Creek Homes Condominium Association.
- 1.2 "**Bylaws**" means the Bylaws of the Mill Creek Homes Condominium Association adopted pursuant to the Stage 1 Declaration 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 the Stage 1 Declaration plus any additional property annexed to the project pursuant to Article 15 of such Declaration.
- 1.4 "**Declarant**" means Mill Creek, LLC, an Oregon limited liability company and its successors and assigns.
- 1.5 "**Declaration**" means the Stage 1 Declaration and any Supplemental Declaration recorded in accordance with Article 15 of the Stage 1 Declaration, including without limitation, this Supplemental Declaration.
- 1.6 "**Developer**" means Centurion Homes, Inc., an Oregon corporation, and its successors and assigns.

1.7 "Plat" means the plat of Stage 10 of Mill Creek Homes, A Condominium recorded simultaneously with the recording of this Supplemental Declaration.

1.8 "Stage 1 Declaration" means that instrument dated January 8, 2001, recorded January 26, 2001, in the Records of Multnomah County, Oregon, as Document No. 2001-012204.

1.9 Incorporation by Reference. Except as otherwise provided in this Supplemental 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 Supplemental Declaration is held by Developer and conveyed by Developer 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

UNITS

3.1 General Description of Buildings. Stage 10 contains four buildings of dwelling units. Each of such buildings contains two stories, without basement. The buildings are of wood frame construction with fiber cement, synthetic stucco and cedar bevel and/or shingle siding and cedar roofs.

3.2 General Description, Location and Designation of Units. Stage 10 consists of four units. The designation, location, description of boundaries and area in square feet of each unit, including garage, are shown on the Plat and the attached Exhibit B.

3.3 Boundaries of Units. Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim. The unit 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. All other portions of the walls, floors or ceilings shall be a part of the common elements. In addition, each unit shall include the following: (a) All spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the boundaries of the unit, including without limitation, garages; and (b) All outlets of utility and communications service lines, including but not limited to power, light, gas, hot and cold water, heating,

refrigeration, air conditioning and waste disposal, security, cable television and telephone, within the boundaries of the unit, but shall not include any part of such lines or ducts themselves.

ARTICLE 4

GENERAL COMMON ELEMENTS

The general common elements consist of the following:

4.1 The land, pathways, driveways, fences, grounds, and parking areas, except yards, including any patios or walkways therein, designated as limited common elements by Article 5 below.

4.2 Pipes, ducts, flues, chutes, conduits, wires, storm and sanitary sewer lines and other utility and communications installations to their outlets.

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

4.4 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 Supplemental Declaration as part of a unit or a limited common element.

ARTICLE 5

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 decks marked as limited common elements on the Plat, each of which shall pertain to the unit it adjoins as indicated on the plat.

ARTICLE 6

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each unit will be entitled to an undivided ownership interest in the common elements determined by the ratio by which the approximate area of the particular unit bears to the total approximate area of all units combined, as shown on the attached Exhibit C. 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 7

EASEMENTS

7.1 **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, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each unit and all the common elements are specifically subject to easements as required for the electrical wiring and plumbing for each unit. The specific mention or reservation of any easement in this Supplemental 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.

7.2 **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 as long as the physical boundaries of the units are in substantial accord with the description of those boundaries that appears in the Declaration. 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 7.2 shall not be construed to be encumbrances affecting the marketability of title to any unit.

7.3 **Granting of Easements by Association.** Pursuant to ORS 100.405(5), the Association, upon prior approval of 75 percent of the voting power of the unit owners, may execute, acknowledge, deliver and record on behalf of the unit owners leases, easements, rights-of-way, licenses, and similar interests in excess of two years 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 join in the instrument granting the interest.

7.4 **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 the 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.

7.5 Easements for Declarant and Developer. Declarant and Developer and their 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 or Developer as model units and the right to use a unit as a sales office, and for the purpose of discharging any other obligation of Declarant or Developer or exercising any other special Declarant right, whether arising under the Oregon Condominium Act or reserved in the Declaration or the Bylaws.

ARTICLE 8

PLAN OF DEVELOPMENT

Stage 10 is the final stage of development of Mill Creek Homes, A Condominium. No additional stages or units will be annexed to the Condominium. The allocation of undivided interests in the common elements for each unit in the Condominium is set forth in Exhibit C.

ARTICLE 9

ADOPTION BY REFERENCE

Except as otherwise expressly provided in this document, each of the provisions of the Stage 1 Declaration shall be applicable to Stage 10 of Mill Creek Homes, A Condominium.

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

DECLARANT:

MILL CREEK, LLC,
an Oregon limited liability company

By: 

Member

DEVELOPER:

CENTURION HOMES, INC.,
an Oregon corporation

By: 

Philip M. Gentemann, President

STATE OF OREGON)
)ss.
County of Clackamas

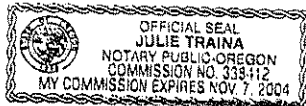
The foregoing instrument was acknowledged before me this 9 day of January, 2004 by Philip M. Gentemann, President of Centurion Homes, Inc., an Oregon corporation, on its behalf.



Deena Fox
Notary Public for Oregon
My commission expires: Dec. 18, 2005
Commission No.: 352856

STATE OF OREGON)
)ss.
County of Washington

The foregoing instrument was acknowledged before me this 13 day of January, 2004 by George J. Marshall, Member of Mill Creek, LLC, an Oregon limited liability company, on its behalf.



Julie Traina
Notary Public for Oregon
My commission expires: 11-7-04
Commission No.: 338412

The foregoing Supplemental Declaration is approved this 30th day of APRIL, 2004.

ASSESSOR AND TAX COLLECTOR
FOR MULTNOMAH COUNTY

By [Signature]

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 and ORS 100.120 this 28th day of April, 2004 and in accordance with ORS 100.110(7), this approval shall automatically expire if this Supplemental Declaration is not recorded within two (2) years from this date.

SCOTT W. TAYLOR
Real Estate Commissioner

By



Brian DeMarco

EXHIBIT A

Legal Description - Stage 10

Being a portion of Tract "F", of the duly recorded plat of "Forest Heights Estates," situated in the SW Quarter of Section 26, Township 1 North, Range 1 West of the Willamette Meridian, City of Portland, Multnomah County, Oregon, being more particularly described as follows:

Beginning at the initial point, being a found 5/8" iron rod with red plastic cap stamped "WLMC LS 808" marking the most southerly corner of Stage 9, said condominium, and also being on the south line of said Tract "F" thence along the southerly boundary of the said Tract "F" S30°49'00"W 61.40 feet to an angle point in said South line; thence continuing along said South line S70°49'54"W 247.30 feet to the Southwest corner of said Tract "F" and to a point on the Easterly right-of-way line of N.W. Miller Road; thence along the West line of said Tract "F" and along said Easterly right-of-way line, along the arc of a 730.00 foot radius curve to the left, having a central angle of 07°06'30" (the chord of which bears N13°27'27"W 90.51 feet), an arc distance of 90.57 feet to the Southeast corner of Stage 3, said condominium; thence along the Southerly boundary of said Stage 3 the following courses and curves: N70°49'54"E 6.33 feet; S19°10'06"E 8.96 feet; N70°49'54"E 10.00 feet; N19°10'06"W 10.00 feet; N70°49'54"E 4.10 feet to a point of curvature; along the arc of a 133.00 foot radius curve to the left, having a central angle of 26°25'15" (the chord of which bears N57°37'16"E 60.79 feet), an arc distance of 61.33 feet to a point of reverse curvature; along the arc of a 127.00 foot radius curve to the right, having a central angle of 36°53'14" (the chord of which bears N62°51'16"E 80.36 feet), an arc distance of 81.76 feet to a point of reverse curvature; along the arc of a 95.00 foot radius curve to the left, having a central angle of 29°45'13" (the chord of which bears N66°25'17"E 48.78 feet), an arc distance of 49.33 feet to a point of tangency; N51°32'40"E 46.59 feet to the most westerly corner of the southerly portion of Stage 9, said condominium; thence leaving the South line of Stage 3, said condominium; along the westerly line of the southerly portion of said Stage 9, said condominium, S38°27'20"E 101.50 feet to the initial point.

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EXHIBIT B

Unit Square Footages

| <u>Unit</u> | <u>Square Footage</u> |
|-------------|-----------------------|
| 75 | 2740 |
| 76 | 2740 |
| 77 | 2740 |
| 78 | 2740 |

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EXHIBIT C

Unit Undivided Interests - Stages 1 through 10

| Unit | Square Footage | Undivided Interest |
|------|----------------|--------------------|
| 1 | 2023 | 2023/162382 |
| 2 | 2192 | 2192/162382 |
| 3 | 2023 | 2023/162382 |
| 4 | 2185 | 2185/162382 |
| 5 | 2023 | 2023/162382 |
| 6 | 2192 | 2192/162382 |
| 7 | 2023 | 2023/162382 |
| 8 | 2185 | 2185/162382 |
| 9 | 1566 | 1566/162382 |
| 10 | 2023 | 2023/162382 |
| 11 | 2192 | 2192/162382 |
| 12 | 2023 | 2023/162382 |
| 13 | 2185 | 2185/162382 |
| 14 | 1566 | 1566/162382 |
| 15 | 1661 | 1661/162382 |
| 16 | 2192 | 2192/162382 |
| 17 | 1674 | 1674/162382 |
| 18 | 2023 | 2023/162382 |
| 19 | 1674 | 1674/162382 |
| 20 | 1661 | 1661/162382 |
| 21 | 1661 | 1661/162382 |
| 22 | 1674 | 1674/162382 |
| 23 | 2192 | 2192/162382 |
| 24 | 2023 | 2023/162382 |
| 25 | 1674 | 1674/162382 |
| 26 | 1674 | 1674/162382 |
| 27 | 2023 | 2023/162382 |
| 28 | 2192 | 2192/162382 |
| 29 | 2192 | 2192/162382 |
| 30 | 1674 | 1674/162382 |
| 31 | 2023 | 2023/162382 |
| 32 | 1674 | 1674/162382 |
| 33 | 2192 | 2192/162382 |
| 34 | 1674 | 1674/162382 |
| 35 | 2023 | 2023/162382 |
| 36 | 1674 | 1674/162382 |
| 37 | 2192 | 2192/162382 |

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| Unit | Square Footage | Undivided Interest |
|-------|----------------|--------------------|
| 38 | 2023 | 2023/162382 |
| 39 | 2192 | 2192/162382 |
| 40 | 1674 | 1674/162382 |
| 41 | 2192 | 2192/162382 |
| 42/43 | 2185 | 2185/162382 |
| 44 | 2023 | 2023/162382 |
| 45 | 2192 | 2192/162382 |
| 46 | 2496 | 2496/162382 |
| 47 | 2406 | 2406/162382 |
| 48 | 2496 | 2496/162382 |
| 49 | 2406 | 2406/162382 |
| 50 | 2496 | 2496/162382 |
| 51 | 2406 | 2406/162382 |
| 52 | 2496 | 2496/162382 |
| 53/54 | 2185 | 2185/162382 |
| 55 | 2023 | 2023/162382 |
| 56 | 2192 | 2192/162382 |
| 57 | 2023 | 2023/162382 |
| 58 | 2192 | 2192/162382 |
| 59 | 2023 | 2023/162382 |
| 60 | 2192 | 2192/162382 |
| 61 | 2023 | 2023/162382 |
| 62/63 | 2185 | 2185/162382 |
| 64 | 2406 | 2406/162382 |
| 65 | 2406 | 2406/162382 |
| 66 | 2496 | 2496/162382 |
| 67 | 2496 | 2496/162382 |
| 68 | 2740 | 2740/162382 |
| 69 | 2740 | 2740/162382 |
| 70 | 2740 | 2740/162382 |
| 71 | 2740 | 2740/162382 |
| 72 | 2740 | 2740/162382 |
| 73 | 2740 | 2740/162382 |
| 74 | 2740 | 2740/162382 |
| 75 | 2740 | 2740/162382 |
| 76 | 2740 | 2740/162382 |
| 77 | 2740 | 2740/162382 |
| 78 | 2740 | 2740/162382 |
| Total | 162382 | 1 |

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