

OREGON TITLE INS. CO. 1970BF053

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Stoel Rives LLP
900 SW Fifth Avenue, Suite 2300
Portland, Oregon 97204

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk

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DECLARATION SUBMITTING
FLANDERS LOFTS, A CONDOMINIUM
TO CONDOMINIUM OWNERSHIP

FLANDERS LOFTS, LLC

DECLARANT

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AUG 15 1997

TABLE OF CONTENTS

	Page
ARTICLE 1. DEFINITIONS	1
1.1 "Association"	1
1.2 "Bylaws"	1
1.3 "Commercial Units"	1
1.4 "Condominium"	1
1.5 "Declarant"	1
1.6 "Declaration"	1
1.7 "Eligible Mortgage Insurer or Guarantor"	1
1.8 "Eligible Mortgage Holder"	2
1.9 "Mortgage" and "Mortgagee"	2
1.10 "Plat"	2
1.11 "Residential Units"	2
1.12 Incorporation by Reference	2
ARTICLE 2. SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE	2
ARTICLE 3. NAME OF CONDOMINIUM	2
ARTICLE 4. UNITS	3
4.1 General Description of Buildings	3
4.2 General Description, Location and Designation of Units	3
4.3 Boundaries of Units	3
ARTICLE 5. GENERAL COMMON ELEMENTS	3
ARTICLE 6. LIMITED COMMON ELEMENTS	4
ARTICLE 7. ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS	4
ARTICLE 8. COMMON PROFITS AND EXPENSES; VOTING	5
8.1 Allocation of Common Profits and Expenses	5
8.2 Allocation of Voting Rights	5
ARTICLE 9. SERVICE OF PROCESS	5

ARTICLE 10.	USE OF PROPERTY	5
10 1	Residential Units	5
10 2	Commercial Units	5
ARTICLE 11.	MAINTENANCE OF COMMON ELEMENTS	6
11.1	Responsibility for Maintenance	6
11.2	Mortgagee's Rights upon Failure to Maintain	6
11.3	Rights of City Upon Failure to Maintain	6
ARTICLE 12	EASEMENTS	6
12.1	In General	6
12.2	Encroachments	7
12.3	Granting of Easements by Association	7
12.4	Right of Entry	7
12.5	Easements for Declarant	7
ARTICLE 13	APPROVAL BY MORTGAGEES	8
13.1	Notice of Action	8
13.2	Termination and Amendment to Documents	8
13.3	Additional Approvals	10
13.4	Notice to First Mortgagees of Defaults	10
ARTICLE 14	ASSOCIATION OF UNIT OWNERS	10
14.1	Organization	10
14.2	Membership; Board of Directors	11
14.3	Powers and Duties	11
14.4	Adoption of Bylaws, Declarant Control of Association	11
ARTICLE 15.	CHANGES TO UNITS	11
15.1	Approval Required	11
15.2	Supervision of Work	11
15.3	Execution and Recording of Amendment to Declaration and Plat	11
ARTICLE 16	AMENDMENT	12
16.1	How Proposed	12

16.2	Approval Required	12
16.3	Recordation	12
ARTICLE 17	SEVERABILITY	12
ARTICLE 18	APPLICABILITY	13
Exhibit A	Legal Description	
Exhibit B	Unit Square Footage and Undivided Interests	
Exhibit C	Bylaws	

DECLARATION SUBMITTING
FLANDERS LOFTS, A CONDOMINIUM
TO CONDOMINIUM OWNERSHIP

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 24th day of June, 1997, by FLANDERS LOFTS, LLC, an Oregon limited liability company ("Declarant").

Declarant proposes to create a condominium to be known as Flanders Lofts, A Condominium, which will be located in the City of Portland, Multnomah County, Oregon. The purpose of this Declaration is to submit Flanders Lofts, A Condominium to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

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

ARTICLE 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 Association of Unit Owners of Flanders Lofts, A Condominium adopted pursuant to Section 14.4 below as the same may be amended from time to time.

1.3 "Commercial Units" means Units 101 and 102, as shown on the Plat.

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

1.5 "Declarant" means Flanders Lofts, LLC, an Oregon limited liability company, and its successors and assigns.

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

1.7 "Eligible Mortgage Insurer or Guarantor" means an insurer or governmental guarantor of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below.

1.8 "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 13.1 below, but shall not include a contract vendor.

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

1.10 "Plat" means the plat of Flanders Lofts, A Condominium recorded simultaneously with the recording of this Declaration.

1.11 "Residential Units" means Units 201 through 409, as shown on the Plat.

1.12 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 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, including (a) air space easement granted under Easement Agreement from Kalberer Hotel Supply Co. dated March 18, 1997 and recorded March 19, 1997 in the Records of Multnomah County, Oregon, in Volume 97, Page 039682, and (b) parking easement granted under Easement Agreement from Apas Diffusion S.A. dated March 18, 1997, and recorded March 19, 1997 in the Records of Multnomah County, Oregon, in Volume 96, Page 039680.

ARTICLE 3.

NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "Flanders Lofts, A Condominium."

ARTICLE 4.

UNITS

4.1 General Description of Buildings. The Condominium contains one building. The building contains six stories, without basement. The building is of concrete and wood frame construction with concrete and stucco siding and built up roof.

4.2 General Description, Location and Designation of Units. The Condominium consists of twenty-five (25) Residential Units designated for residential and limited commercial use and two (2) Commercial Units designated for broader commercial and residential use, for a total of twenty-seven (27) units. The dimensions, designation and location of each unit are shown in the Plat, which is made a part of this Declaration as if fully set forth herein. The approximate area of each unit is shown on the attached Exhibit B.

4.3 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 and the exterior surfaces so described. 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; 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 5.

GENERAL COMMON ELEMENTS

The general common elements consist of the following:

5.1 The land, pathways, driveways, fences, grounds, lobby and garage, except parking spaces within the garage, as shown on the Plat, which are designated as limited common elements by Article 6 below.

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

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

5.4 Stairways, landings, hallways, elevator, entrances and exits which 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:

6.1 All balconies and decks, each of which shall pertain to the unit which it adjoins as shown on the Plat.

6.2 Parking spaces within the garage, as shown on the Plat, each of which shall pertain to the unit indicated in the attached Exhibit B; provided, however, that any such parking space may be transferred so as to pertain to a different unit by an amendment to this Declaration executed by the owner and any mortgagee of the unit to which the parking space previously pertained and by the owner of the unit to which the space is being transferred. Such transfer shall be effective upon the recording of such amendment in the Records of Multnomah County, Oregon. No transfer, however, shall be such as to leave any Residential Unit without at least one parking space assigned to it as a limited common element.

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 approximate area of the particular unit bears to the total approximate area of all units combined, as shown on the attached Exhibit B. If units are ever consolidated, the percentage ownership interest in the common elements shall be allocated among the consolidated units in the proportion by which the square footage in the individual unit bears to the total square footage of all of the affected units. 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 allocation of undivided interest of such unit in the common elements. If a unit uses more water than would be used by a residential or office use of such size, then the cost of the excess water service shall be charged to such unit. 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 of unit owners equal to his allocation of undivided interest in the common elements for each unit owned by him. 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 which has been filed in accordance with ORS 100.250(1)(a).

ARTICLE 10.

USE OF PROPERTY

Each unit is to be used only for the purposes set forth below. Additional limitations on use are contained in the Bylaws and rules and regulations adopted pursuant to the Bylaws, which documents shall be binding upon all owners, occupants and users of the units.

10.1 Residential Units. Residential Units shall be used for residential purposes or for office, professional or studio purposes. Such units may be used for retail purposes only on a by-appointment-only basis. No uses shall be permitted that generate noise such as to disturb units used for residential purposes.

10.2 Commercial Units. Commercial Units shall be used for retail, commercial, professional or residential purposes; provided, however, that Commercial Units may not be used for manufacturing, sales of pornographic or erotic literature, objects or similar merchandise, for

video or amusement centers or arcades, or as a restaurant, bar, pub, nightclub or facility providing nighttime entertainment.

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 which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the 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 which 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, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. Units 401 and 409 shall have easements for the placement, use and repair of heat

pumps serving such units on the limited common element decks of Units 402 and 408, respectively. 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 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 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 12.2 shall not be construed to be encumbrances affecting the marketability of title to any unit.

12.3 Granting of Easements by Association. The Association, 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 in excess of two years, 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 chairman 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.

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 in the case of an emergency originating in or threatening such unit or other condominium property, whether or not the owner is present at the time. Such persons shall also have the right to enter any unit for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

12.5 Easements for Declarant. Declarant and Declarant's agents, 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, if access thereto is otherwise not reasonably available, for the purpose of carrying out sales and rental activities

necessary or convenient for the sale or rental of units, including, without limitation, the right to use the units owned by Declarant as model units and the right to use a unit as a sales office, and for the purpose of discharging any other obligation of Declarant or exercising any other special Declarant right, whether arising under the Oregon Condominium Act or reserved in this Declaration or the Bylaws.

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 eligible mortgage holder or eligible insurer or guarantor shall be entitled to timely written notice of the following:

(a) Any condemnation or casualty loss which 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 which would require consent of a specified percentage of eligible mortgage holders as required by this article.

13.2 Termination and Amendment to Documents.

(a) The approval of eligible holders holding mortgages on units which have at least 67 percent of the voting rights of units subject to eligible holder mortgages shall be required to terminate the legal status of the project as a condominium for reasons other than substantial destruction or condemnation of the property.

(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 owners of units holding at least 67 percent of the voting rights and the approval of eligible holders holding mortgages on units which have at least 51 percent of the voting rights of the units subject to eligible holder mortgages 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 shall constitute a material change:

- (1) Voting rights;
- (2) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or the priority of such liens;
- (3) Reduction in reserves for maintenance, repair and replacement of the common elements;
- (4) Responsibility for maintenance and repairs;
- (5) Reallocation of interests in the general or limited common elements, or rights to their use, except as otherwise provided in Section 6.2 and Article 15;
- (6) The boundaries of any unit, except as otherwise provided in Article 15;
- (7) Convertibility of units into common elements or of common elements into units, except as otherwise provided in Article 15;
- (8) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (9) Hazard or fidelity insurance requirements;
- (10) Imposition of any restrictions on the leasing of units;
- (11) Imposition of any restriction on the right of a unit owner to sell or transfer his or her unit;
- (12) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than specified in this Declaration or the Bylaws;
- (13) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (14) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

(c) An addition or amendment to the Declaration or Bylaws shall not be considered material for purposes of Section 13.2(b) if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder 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 30 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 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 provided in Article 15, 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) Except as provided in Article 15, the partition or subdivision of any unit.
- (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 which 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 "Association of Unit Owners of Flanders Lofts, A Condominium," 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. At the same time, Declarant will appoint an interim board of directors of the Association, which directors shall serve until their successors have been elected as provided in Section 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.

ARTICLE 15.

CHANGES TO UNITS

15.1 Approval Required. 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 which 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 Supervision of Work. 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 Execution and Recording of Amendment to Declaration and Plat. The amendment shall be executed by the owners and mortgagees of the affected units, certified by the chairman 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 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 25 percent or more of the units in the Condominium, but no consent shall be required after three years from the date of conveyance of the first unit to a person other than Declarant. No amendment may change the size, location, allocation of undivided interest in the common elements, method of determining liability for common expenses, right to common profits, or voting rights of any unit unless such amendment has been approved by the owners and mortgagees of the affected unit. Any amendment which would limit or diminish any special Declarant rights established in this Declaration or the Bylaws shall require the written consent of Declarant. In addition, no provision of this Declaration may be modified, added to, amended or repealed so as to eliminate, change or impair the rights, privileges, easements, licenses or exemptions granted to the owners of the Commercial Units, or otherwise adversely affect the Commercial Unit owners, unless the owners of such units and any mortgagees of such units shall give their prior written consent.

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 chairman and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Oregon Condominium Act, and approved by the county assessor and the Real Estate Commissioner if such approvals are required by the Oregon Condominium Act.

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

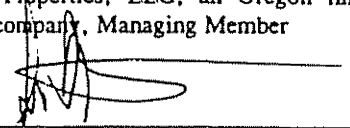
Each unit owner, including Declarant as to any unsold unit, shall be subject to all of the rights and duties assigned to unit owners under the terms of the Declaration and Bylaws.

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

FLANDERS LOFTS, LLC, an Oregon limited liability company

By T & S Properties, LLC, an Oregon limited liability company, Managing Member

By

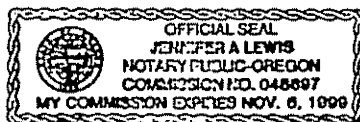

Scott D. Stehman

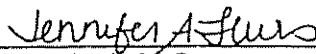
STATE OF OREGON)

) ss.

County of Multnomah)

The foregoing instrument was acknowledged before me this 26 day of June, 1997, by Scott D. Stehman, Member of T & S Properties, LLC, Managing Member of Flanders Lofts, LLC, an Oregon limited liability company, on its behalf.




Notary Public for Oregon
My commission expires: 11/6/99

MORTGAGEE'S CONSENT

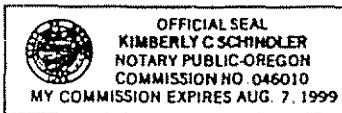
BANK OF AMERICA is the owner and holder of a mortgage or trust deed on the property being submitted to the Oregon Condominium Act hereunder and consents to the making of the foregoing Declaration.

BANK OF AMERICA

By [Signature]
Its Vice President

STATE OF OREGON)
County of Multnomah)ss.

On this 27th day of June, 1997 personally appeared before me
Robert E. McCall Vice president of
BANK OF AMERICA, a(n) _____ on its behalf.



[Signature]
Notary Public for Oregon
My commission expires: 8/7/99

The foregoing Declaration is approved this 15th day of August, 1997.

**ASSESSOR AND TAX COLLECTOR
FOR MULTNOMAH COUNTY**

By [Signature]

The foregoing Declaration is approved pursuant to ORS 100.110 this 7th day of
August, 1997.

SCOTT W. TAYLOR, REAL ESTATE
COMMISSIONER

By Stan F. Mayfield

EXHIBIT A

Legal Description

A tract of land located in the southwest one-quarter of Section 34, Township 1 North, Range 1 East, Willamette Meridian, in the City of Portland, County of Multnomah, State of Oregon, and being further located in Lot 2 and Lot 3 of Block 49 of the plat of "Couch's Addition to the City of Portland" as recorded in Plat Book 1, Page 51 of the Multnomah County Records, together with an easement for parking garage easement on Lot 6 of said Block 49 as agreed to in Fee No. 97-39680, Multnomah County Records and an airspace easement for balconies on Lots 1 and 4 of said Block 49 as agreed to in Fee No. 97-39682, Multnomah County Records, and further described as follows: Beginning at a point that bears south 100.00 feet from the northwest corner of said Block 49 which is referenced by a brass screw located north 4.00 feet and west 4.00 feet from said block corner; said beginning point being the initial point from which was set a brass screw with a one inch brass washer stamped "PLS 937," said initial point being the northwest corner of Lot 3 of Block 49 of said "Couch's Addition to the City of Portland," thence from the initial point east 100.00 feet to the northeast corner of said Lot 3; thence South 100.00 feet to the southeast corner of Lot 2, said Block 49; thence west 100.00 feet to the southwest corner of said Lot 2; thence north 100.00 feet to the northwest corner of said Lot 3 being the initial point and point of beginning.

EXHIBIT B

Unit Square Footages and Undivided Interests

Unit	Type	Square Footage	Undivided Interest	Parking Space
101	Commercial	3217	8.600	None
102	Commercial	1624	4.342	None
201	Residential 1 Level	1218	3.256	1
202	Residential 1 Level	818	2.187	10
203	Residential 1 Level	1037	2.772	5
204	Residential 1 Level	1104	2.951	15
205	Residential 1 Level	1093	2.922	23
206	Residential 1 Level	1073	2.869	2
207	Residential 1 Level	936	2.502	9
208	Residential 1 Level	1116	2.984	6
301	Residential 1 Level	1218	3.256	17
302	Residential 1 Level	818	2.187	4
303	Residential 1 Level	1037	2.772	7
304	Residential 1 Level	1104	2.951	13
305	Residential 1 Level	1093	2.922	3
306	Residential 1 Level	1073	2.869	19
307	Residential 1 Level	936	2.502	14
308	Residential 1 Level	1116	2.984	11
401	Residential 2 Level	1256	3.358	16
402	Residential 3 Level	2440	6.523	22
403	Residential 3 Level	2050	5.481	24
404	Residential 3 Level	1922	5.138	25
405	Residential 3 Level	1656	4.427	20

Unit	Type	Square Footage	Undivided Interest	Parking Space
406	Residential 3 Level	1456	3 893	8
407	Residential 3 Level	1565	4.184	18
408	Residential 3 Level	1814	4.850	12
409	Residential 2 Level	1615	4.318	21
	TOTAL	37405	100.000	