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**FIRST SUPPLEMENTAL DECLARATION
RECLASSIFYING VARIABLE PROPERTY
OF MATTHEW FRANK CONDOMINIUM
AS UNITS AND COMMON ELEMENTS**

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**FIRST SUPPLEMENTAL DECLARATION
RECLASSIFYING VARIABLE PROPERTY
OF MATTHEW FRANK CONDOMINIUM
AS UNITS AND COMMON ELEMENTS**

THIS FIRST SUPPLEMENTAL DECLARATION is made and executed this 21st day of June, 2006, pursuant to the provisions of the Oregon Condominium Act, by Matthew Frank, LLC, an Oregon limited liability company ("Declarant").

By a document entitled Condominium Declaration For Matthew Frank Condominium, recorded April 18, 2006 in the Deed Records of Multnomah County, Oregon, as Fee No. 2006-070788 (the "Initial Declaration"), the Declarant created a condominium known as Matthew Frank Condominium, which is located in Multnomah County, Oregon. The purpose of this First Supplemental Declaration is to reclassify a portion of Tract A as Units and common elements to be converted, handled 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 in this First Supplemental Declaration, the following terms shall have the following meanings:

1.1 "Association" means the Matthew Frank Condominium Association.

1.2 "Bylaws" means the Bylaws of the Matthew Frank Condominium Association recorded as Exhibit "B" to the Initial 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 Declaration, plus any additional property added to the project by reclassification of variable property pursuant to Section 3.4 of the Declaration.

1.4 "Declarant" means Matthew Frank, LLC, an Oregon limited liability company, and its successors and assigns.

1.5 "Declaration" means the Initial Declaration as supplemented and amended by any amendments to such Declaration and all Supplemental Declarations.

1.6 "Plat" means the plat of Matthew Frank Condominium, recorded contemporaneously with the recording of the Initial Declaration and each plat recorded contemporaneously with the recording of any Supplemental Declaration reclassifying variable property as Units and common elements, respectively, or all of such plats, as the context may require.

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1.7 "Initial Plat" means the plat depicting the Units and common elements of the Condominium described in the Initial Declaration and submitted to the condominium form of ownership by the Initial Declaration.

1.8 "Supplemental Declaration" means any supplemental declaration to the Declaration. "First Supplemental Declaration" means the supplemental declaration reclassifying variable property, a portion of Tract A, as Units and Common Elements.

1.9 "Supplemental Plat No. 1" means the plat depicting the Units and common elements reclassified from variable property, a portion of Tract A, by the First Supplemental Declaration.

1.10 "Unit" means one of the dwelling spaces, and the improvements within its boundaries, contained within the Condominium and having the boundaries described in Section 3.3 below.

1.11 "Incorporation by Reference." Except as otherwise provided in the Declaration or this First Supplemental Declaration, each of the terms defined in ORS 100.005 shall have the meanings set forth therein.

2. SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE. The variable property reclassified as Units and common elements by this First Supplemental Declaration is held by Declarant in fee simple estate. The property reclassified is located in Multnomah County, Oregon, and is more particularly described in Exhibit "A." The property reclassified includes the land so described, all buildings, improvements and structures, all easements, and rights and appurtenances located on, belong to, or used in connection with such land.

3. UNITS.

3.1 Boundaries of Units. Each Unit shall be bounded by the outside plane of the studs in its perimeter walls, the unfinished floor and the plane of the ceiling joists. In the case of Units which are more than one level, the boundary shall be measured from the lower floor to the ceiling of the top floor, all as more particularly shown on the Plat. The Units shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of its finished surfaces and the exterior surfaces so described, 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 exterior walls, floors or ceilings shall be a part of the common elements. In addition, each Unit shall include the following:

3.2.1 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

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3.2.2 All outlets of utility service lines, including, but not limited to, power, light, gas, hot and cold water, heating, refrigeration, air-conditioning and waste disposal within the boundaries of the Unit, but shall not include any part of such lines or ducts themselves.

In interpreting deeds, Mortgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries, regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries as shown on the Plat being recorded simultaneously with this First Supplemental Declaration (the "Supplemental Plat No. 1") and those of the actual building or buildings.

3.2 Building Description, Unit Designation and Allocation of Common Element Interest. The land submitted by this Declaration has four (4) buildings thereon, each of which contains six (6) Units. The Condominium buildings, which are three (3) story, wood frame construction on concrete foundations with concrete-based siding and composition shingle roofs contain twenty-four (24) Units in total. The vertical and horizontal boundaries, number designation, location and dimension of each Unit are shown on the Plat. The number designation and square footage area of the Units is also shown on Exhibit "B."

Each Unit has been assigned an assessment index. The assessment indices are as follows: One Bedroom Units - 0.80, two bedroom Units - 1.20, three bedroom Units - 1.60. The allocation to each Unit in the Initial Declaration of an undivided interest in the common elements was determined by dividing the sum of the assessment indices of all Units into the assessment index of each respective Unit.

The numerical designation, square footage area and percentage of ownership in common elements of each Unit after reclassification effected by the First Supplemental Declaration and Supplemental Plat No. 1 are shown on Exhibit "B."

3.3 Development Plan: Flexible Condominium: Variable Property. In Section 3.4 of the Declaration, the Declarant designated Tract A as variable property and reserved rights to develop Tract A as Units and common elements. All of these rights continue with respect to those portions of Tract A not reclassified by this First Supplemental Declaration.

4. GENERAL COMMON ELEMENTS.

4.1 Definition. The general common elements consist of all portions of the Condominium that are not part of a Unit or a limited common element, including, without limitation, the following:

4.1.1 The land;

4.1.2 The foundations, columns, girders, beams, supports, shear and bearing walls, main walls, roofs, halls, corridors, lobbies, stairs, fire escapes, entrances and exits of the building (s);

4.1.3 The yards and gardens;

4.1.4 Installations of central services, such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, waste disposal and incinerators, up to the outlets within any Units;

4.1.5 All apparatus and installations existing for common use; and

4.1.6 All other elements of any building that are necessary or convenient to its existence, maintenance and safety or that are normally in common use.

4.2 Maintenance, Repair and Replacement of General Common Elements: Liability for Common Expense. Except as otherwise specifically provided in this Declaration, the cost of maintenance, repair and replacement of the general common elements shall be a common expense, and the performance of such work shall be the responsibility of the Association, except that any damage caused by the negligence or intentional act of an owner or his invitee, guest, tenant or servant shall be repaired by the Association at such owner's sole cost and expense. Although repair, maintenance and replacement of exterior doors and door frames (including patio and garage doors), windows and window frames shall be the responsibility of individual owners, exterior painting shall be the responsibility of the Association. Common expenses shall be assessed and apportioned among the owners as set forth in Section 10.6 of the Declaration.

4.3 Income From General Common Elements. All income derived from any coin-operated vending machines and/or any other income derived from the general common elements shall be income of the Association. In its discretion, the Board of Directors may use such income to help meet the expense of maintaining the common elements or for such other purpose as may benefit the Association and the Unit owners in a substantially equal manner.

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:

5.1 Definitions. Each of the patios and/or decks is a limited common element appertaining to the Unit which it adjoins as shown on the Plat.

5.2 Maintenance, Repair and Replacement of Limited Common Elements. Except as otherwise specifically provided in this Declaration, the cost of maintenance, repair and replacement of the limited common elements shall be a common expense, which shall be assessed and apportioned pursuant to Section 10.6 of the Declaration, and the performance of such work shall be the responsibility of the Association, except that any damage caused by the negligence or intentional act of an owner or his invitee, guest or servant shall be repaired by the Association at such owner's sole cost and expense. Common expenses shall be apportioned

among and assessed against the owners as set forth in Section 10.6 of the Declaration. Provided, however, each owner shall pay the expense to maintain any door or garage door within or adjoining the limited common elements assigned to such owner's Unit, except that exterior painting shall be performed at the expense of the Association.

6. PARKING. There are no parking areas in the Condominium, except for the garages which are a part of Units. Occupants and all guests of occupants of Units without garages must park in the public street. Each of the townhouse style Units includes a single car garage within the boundaries of the Units. The flat, single story Units are handicapped adaptable, but do not have a garage within the boundaries of the Units. Occupants of these Units must park on the public streets.

7. SERVICE OF PROCESS. The agent designated to receive service of process in cases set forth in ORS 100.550(1) shall be named in the Condominium Information Report, which shall be filed with the Oregon Real Estate Agency in accordance with ORS 100.250(1).

8. DECLARANT'S SPECIAL RIGHTS. The Declarant shall have the following special rights:

8.1 Sales Office and Model. The Declarant shall have the right to maintain sales and/or rental offices and/or sales or rental models in one or more of the Units that the Declarant owns. The Declarant, its agents and prospective purchasers shall have the right to park automobiles on the common elements and to use and occupy the sales and/or rental office and models during reasonable hours any day of the week.

8.2 "For Sale" and "For Rent" Signs. The Declarant may maintain a reasonable number of "For Sale" and/or "For Rent" signs at reasonable locations on the Condominium property.

8.3 No Capital Assessments Without Consent. Neither the Association nor the Board of Directors shall make any assessments for new construction, capital improvements, acquisition or otherwise without the prior written consent of the Declarant, as long as the period for annexing Units has not expired or as long as the Declarant owns the greater of two (2) Units or five percent (5%) of the total number of Units in the Condominium. Nothing contained in this Section 8.3 shall be construed to limit the Declarant's obligation to pay assessments for common expenses on Units owned by the Declarant pursuant to requirements of the Oregon Condominium Act.

8.4 Common Element Maintenance by the Association. The Association shall maintain all common elements in a clean and attractive condition. If the Association fails to do so, the Declarant may perform such maintenance at the expense of the Association.

8.5 Declarant's Easements. The Declarant and its agents and employees shall have an easement on and over the common elements for the completion of any portion of the Condominium, including the furnishing and decoration of any Unit, sales office or model, and

the right to store materials on the common elements at reasonable places and for reasonable lengths of time.

8.6 Declarant's Other Special Rights. The rights reserved to the Declarant in this Section 8 shall in no way limit any other special rights that the Declarant, as a declarant, may have, whether pursuant to the Oregon Condominium Act or otherwise. Upon the expiration of any or all such special rights, the Declarant shall have the same rights as any other owner in the Condominium with respect to such ownership.

8.7 Assignment of Declarant's Rights. The Declarant shall have the right to assign any and all of its rights, including, without limitation, Declarant's special rights, as set forth in this Section 8, or to share such rights with one (1) or more other persons exclusively, simultaneously, or consecutively.

8.8 Expiration of Declarant's Special Rights. Unless otherwise provided, the Declarant's special rights, as reserved in this Section 8, shall expire upon the conveyance by the Declarant of the last Unit owned by the Declarant or seven (7) years after the first conveyance of a Unit in the Condominium, whichever is earlier.

9. CROSS EASEMENTS. The following cross easements are hereby declared between the real property being reclassified by this First Supplemental Declaration and other real property which may be, but is not required to be, annexed to the Condominium:

9.1 Access. The Declarant, for itself and its successors and assigns hereby reserves an easement over all roadways and driveways now existing or in the future constructed on the general common elements and to construct and maintain new roadways and driveways on such real property if none exist sufficient to serve as a means of ingress and egress to that portion of Tract A that is not being reclassified by this First Supplemental Declaration, all for the benefit of such portion of Tract A not being reclassified hereby, or any portion thereof. Such easement shall run with the land and shall continue, unless and until the entirety of Tract A is reclassified as Units and common elements.

9.2 Access Easement Unrestricted. The easements reserved in this Section 9 may be used by Declarant, its successors and assigns as a means of ingress and egress to the benefited real property for any purposes, including, without limitation, access for construction and service vehicles and access by residents to Condominium Units constructed on all or part of Tract A in the future.

9.3 Utility Easements. Easements for utility services of all kinds now customarily available or which may become available in the future are reserved over all portions of the common elements, excepting those portions covered by the Condominium buildings for the benefit of that portion of Tract A not being reclassified hereby. Installation of utility lines shall be done at the expense of the benefited owner and shall be installed, maintained and repaired in a manner such as to interfere with the use of the Condominium property by the owners of Units as little as reasonably practical under the existing circumstances.

9.4 Maintenance and Repair Costs. Maintenance, repairs and replacement costs of the roadway and driveway easements described in Section 9.1 shall be apportioned among the users (including owners of Units or owners of "living units") in an equitable manner. If agreement on an equitable apportionment cannot be reached by the parties benefited, the apportionment shall be done equally among all the residential "living units," (i.e., Condominium Units, apartments and single-family attached or detached homes).

9.5 Repair of Damaged Property. Notwithstanding any other expense apportionment set forth in this Section 9, any party damaging any utility installation or roadway/driveway improvement within an easement area shall be responsible for the cost to repair such damage.

9.6 Assignments. The Declarant may assign in whole or in part the reserved easements described in this Section 9 when the Declarant transfers title to such real property or any part thereof.

9.7 Easements Run With the Land. All of the easements reserved in this Section 9 shall run with the land and shall continue until all portions of Tract A have been reclassified.

9.8 No Amendment Without Declarant's Consent. As provided in Section 13.1 of the Declaration, the easements reserved in this Section 9 shall not be extinguished or restricted without the written consent of the Declarant and its successors and assigns.

10. ADOPTION BY REFERENCE. Except as otherwise expressly provided in this document, each of the provisions of the Initial Declaration shall be applicable to this First Supplemental Declaration of Matthew Frank Condominium.

The undersigned Declarant of the subject property has caused this First Supplemental Declaration to be executed this 21st day of June, 20 06.

MATTHEW FRANK, LLC,
an Oregon limited liability company

By: _____

Nick Stearns, Manager

By: _____

Anthony Marnella, Manager

[NOTARY ACKNOWLEDGMENT ON NEXT PAGE]

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STATE OF OREGON

County of Multnomah

) ss.

June 21, 2006

Personally appeared Nick Stearns and Anthony Marnella who, being duly sworn, did say that they are the Managers of MATTHEW FRANK, LLC, and that the foregoing instrument was signed in behalf of said company by authority of its members; and they acknowledged said instrument to be its voluntary act and deed.



Jami L. Queener
NOTARY PUBLIC FOR OREGON

26th The foregoing First Supplemental Declaration is approved pursuant to ORS 100.110 this day of June, 2006, and, in accordance with ORS 100.110(7), this approval shall automatically expire if this First Supplemental Declaration is not recorded within two (2) years from this date.

Scott W. Taylor,
Real Estate Commissioner

By: _____

28th The foregoing First Supplemental Declaration is approved pursuant to ORS 100.110 this day of JUNE, 2006.

COUNTY ASSESSOR

By: _____

EXHIBIT "A"

(Legal Description)

BEING A PORTION OF TRACT "A", "MATTHEW FRANK CONDOMINIUM" (RECORDED IN BOOK 1274, PAGES 44-49, MULTNOMAH COUNTY PLAT RECORDS), BEING LOCATED IN THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 1, AND THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, THE BOUNDARIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INITIAL POINT, A 5/8 INCH DIAMETER IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COMPASS ENGINEERING" FOUND AT THE MOST SOUTHERLY CORNER OF SAID TRACT "A", "MATTHEW FRANK CONDOMINIUM" (SAID IRON ROD WAS DESTROYED BY RECENT CONSTRUCTION ACTIVITY AND REPLACED WITH A 1 INCH DIAMETER BRASS DISK STAMPED "COMPASS ENGR"); THENCE ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "A" NORTH 65°24'00" WEST 199.98 FEET TO A FOUND 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COMPASS ENGINEERING" AT THE MOST WESTERLY CORNER OF SAID TRACT "A" (SAID IRON ROD WAS DESTROYED BY RECENT CONSTRUCTION ACTIVITY AND REPLACED WITH A 1 INCH DIAMETER BRASS DISK STAMPED "COMPASS ENGR"); THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF NORTH BURLINGTON AVENUE (BEING ALSO THE NORTHWESTERLY LINE OF SAID TRACT "A"), NORTH 24°36'00" EAST 108.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 65°24'00" EAST 199.92 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH LEAVITT AVENUE (BEING ALSO THE SOUTHEASTERLY LINE OF THE AFOREMENTIONED TRACT "A"); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 24°34'21" WEST 108.00 FEET TO THE INITIAL POINT.

CONTAINS 21,595 SQUARE FEET.

EXHIBIT "B"

<u>Unit No.</u>	<u>Square Footage Area</u>	<u>Assessment Index</u>	<u>Percentage Ownership in Common Elements</u>
Initial Declaration			
1-1	1,260 + 217 (garage)	1.20	2.0833
1-2	1,653 + 217 (garage)	1.60	2.7778
1-3	728	.80	1.3889
1-4	728	.80	1.3889
1-5	1,657 + 217 (garage)	1.60	2.7778
1-6	1,264 + 217 (garage)	1.20	2.0833
2-1	1,264 + 217 (garage)	1.20	2.0833
2-2	1,657 + 217 (garage)	1.60	2.7778
2-3	728	.80	1.3889
2-4	728	.80	1.3889
2-5	1,653 + 217 (garage)	1.60	2.7778
2-6	1,260 + 217 (garage)	1.20	2.0833
3-1	1,264 + 217 (garage)	1.20	2.0833
3-2	1,658 + 217 (garage)	1.60	2.7778
3-3	728	.80	1.3889
3-4	728	.80	1.3889
3-5	1,658 + 217 (garage)	1.60	2.7778
3-6	1,264 + 217 (garage)	1.20	2.0833
4-1	1,264 + 217 (garage)	1.20	2.0833
4-2	1,657 + 217 (garage)	1.60	2.7778
4-3	728	.80	1.3889
4-4	728	.80	1.3889
4-5	1,657 + 217 (garage)	1.60	2.7778
4-6	1,264 + 217 (garage)	1.20	2.0833
First Supplemental Declaration			
5-1	1,264 + 217 (garage)	1.20	2.0833
5-2	1,658 + 217 (garage)	1.60	2.7778
5-3	729	.80	1.3889
5-4	729	.80	1.3889
5-5	1,658 + 217 (garage)	1.60	2.7778
5-6	1,264 + 217 (garage)	1.20	2.0833
6-1	1,264 + 217 (garage)	1.20	2.0833
6-2	1,657 + 217 (garage)	1.60	2.7778
6-3	729	.80	1.3889
6-4	729	.80	1.3889

<u>Unit No.</u>	<u>Square Footage Area</u>	<u>Assessment Index</u>	<u>Percentage Ownership in Common Elements as of Stages 1 and 2</u>
6-5	1,657 + 217 (garage)	1.60	2.7778
6-6	1,264 + 217 (garage)	1.20	2.0833
7-1	1,264 + 217 (garage)	1.20	2.0833
7-2	1,658 + 217 (garage)	1.60	2.7778
7-3	729	.80	1.3889
7-4	729	.80	1.3889
7-5	1,658 + 217 (garage)	1.60	2.7778
7-6	1,264 + 217 (garage)	1.20	2.0833
8-1	1,264 + 217 (garage)	1.20	2.0833
8-2	1,657 + 217 (garage)	1.60	2.7778
8-3	729	.80	1.3889
8-4	729	.80	1.3889
8-5	1,657 + 217 (garage)	1.60	2.7778
8-6	1,264 + 217 (garage)	1.20	2.0833
Subtotal			
TOTAL			100.0000