

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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DECLARATION SUBMITTING

CENTURY PLAZA CONDOMINIUM TO CONDOMINIUM OWNERSHIP

Whereas, the undersigned Declarant desires to submit the Condominium described in this Declaration, together with the land, all buildings, improvements, and structures thereon and all easements, rights, and appurtenances belonging thereto, to the provisions, restrictions, and limitations of the Oregon Condominium Act, ORS 100.005 through ORS 100.910;

Now, Therefore, it is declared as follows:

Section 1. Definitions.

As used herein, the term

a. **"Association of Unit Owners"** means The Association of Unit Owners of Century Plaza Condominium, an Oregon nonprofit corporation.

b. **"Common Expenses"** means expenses of administration, maintenance, repair or replacement of the common elements and the variable property, including deposits in any working capital fund or reserve fund established by the Association of Unit Owners, together with such expenses agreed upon as common by the Association of Unit Owners in the manner provided in the Bylaws.

c. **"Condominium"** means the land, all buildings, improvements, and structures thereon and all easements, rights and appurtenances belonging thereto which are hereby submitted to the provisions of the Oregon Condominium Act.

d. **"Manager"** means the person or firm, if any, hired by the board of directors of the Association of Unit Owners to be in charge of the administration of and to manage the Condominium.

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Section 2. **Name of the Condominium.**

The Condominium subject to this Declaration shall be known by the name Century Plaza Condominium.

Section 3. **Description of the Condominium.**

This Declaration submits to the provisions, restrictions, and limitations of the Oregon Condominium Act, a fee simple interest in the land described on Exhibit A attached hereto, together with the units hereinafter described and all other buildings, improvements, and structures thereon and all easements, rights, and appurtenances belonging thereto now existing or to be constructed on such land.

Section 4. **General Description of the Units.**

There shall be a total of two units. The units shall be situated in two structures, which shall be two-story wood frame structures. The units shall be bounded by the interior surface of the exterior perimeter walls, the unfinished surface of ground floor floors, and roof, exclusive of any common elements. All heating, ventilating and air conditioning equipment, doors, door frames, stairways, suspended ceilings, light fixtures, electrical wiring, and walls within a unit are part of the unit. The designation, location, and area in square feet of each unit are shown on Exhibit B, attached hereto, and on the plat.

Section 5. **Common Elements.**

a. The general common elements shall consist of all portions of the Condominium not a part of a unit, a limited common element, or variable property, including all the above-described land, easements, rights, and appurtenances thereto; all foundations, columns, girders, bearing walls, structural portions of the second floor of each building, beams and supports; all exterior walls of the buildings in which the units are situated; parking areas,

automobile circulation areas in the parking lot, driveways, walkways, landscaping, utilities, and utility lines; a trash disposal area; fire sprinkler riser rooms; a common shower and dressing room area; and all the appurtenances thereto.

b. The limited common elements shall consist of sidewalks, HVAC compressor pads, and HVAC compressors situated outside of each unit, the use of which is limited to the unit which the compressor serves, the use of which is restricted to the unit to which each such limited common element adjoins and pertains as shown on the plat.

Section 6. Allocation of Interest in Common Elements.

Each unit will be entitled to an undivided interest in the common elements in the percentage shown on Exhibit B. Interests in common elements are to be allocated to units on the basis of the relative area (designated in square feet) of the units. Each unit's interest in the common elements shall be inseparable from the unit to which it appertains 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 unit is allocated is also transferred.

The common elements shall remain undivided, and no unit owner may bring any action for partition or division of any part thereof while the Condominium is subject to this Declaration. Any covenant to the contrary is void.

Section 7. Ownership of Units.

Each individual unit, together with its undivided interest in the common elements, if any, shall be owned by the unit owner and may be individually conveyed and encumbered and be the subject of ownership, possession, sale, or other disposition as though it were solely and entirely independent of the other units, and the individual titles and interest shall be recordable.

Each unit owner shall be entitled to the exclusive ownership, possession, and enjoyment of his unit. Each unit owner shall be subject to all the rights and duties assigned to unit owners under the terms of this Declaration and the Bylaws. When there are unsold units, Declarant also enjoys the same rights and assumes the same duties as they relate to each individual unsold unit.

Each unit owner has an unrestricted right of ingress and egress to his or her unit. This right shall be perpetual so that it passes with the unit as transfers of ownership of the unit occur. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the common elements will be void unless the unit to which that interest is allocated is also transferred.

Section 8. Taxation of Units.

Each unit, with its allocation of undivided interest in the common elements shall be considered a parcel of real property subject to separate assessment and taxation by any taxing unit in like manner as other parcels of real property as required by ORS 100.555. The common elements shall not be considered a parcel for purposes of taxation.

Section 9. Voting Rights.

Each unit shall be entitled to one vote except unit 8 which is entitled to two votes. Whenever a percentage of unit owners is specified, percentage means a percentage of voting rights.

Section 10. Maintenance, Improvement, and Intended Use of Units.

Subject to ORS 100.535, a unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness or safety of the Condominium, reduce the value thereof or impair any easement or hereditament unless the consent of the board of directors and the consent of all other unit owners affected is first

obtained. The units will be used only for office use and related purposes. The Association shall have a right of entry on any unit to perform emergency repairs or to do other work necessary for the maintenance of the Condominium.

Section 11. Use and Maintenance of Common Elements.

Each unit owner may use the common elements in accordance with the purposes for which they are intended, but may not hinder or encroach upon the lawful rights of the other unit owners. The common elements may be used to provide utility services to the units at locations and on terms approved by the board of directors. As provided in ORS 100.405(5), the Association, through the board of directors, shall have the right to grant permits, licenses, and easements over the general common elements for utilities, roads, and other purposes necessary for the proper operation of the Condominium.

The necessary work to maintain, repair, or replace the general common elements and additions or improvements to the common elements shall be the responsibility of the Association of Unit Owners and shall be carried out as provided in the Bylaws. Maintenance, repair, and replacement of each limited common element sidewalk, HVAC compressor pads, and the HVAC compressor shall be the responsibility of the owner of the unit served by the compressor.

The Association of Unit Owners shall have the right, to be exercised by the board of directors, or any manager employed by the board of directors, to have access to each unit as may be necessary for the maintenance, repair, or replacement of the common elements, to make emergency repairs therein necessary for the public safety, to prevent damage to the common elements or to another unit, or to abate any nuisance existing in any unit.

Section 12. Management of Affairs of Association of Unit Owners.

The affairs of the Association of Unit Owners shall be managed by a board of directors and by officers consisting of a President, a Secretary, and a Treasurer. The board of directors shall adopt administrative rules and regulations governing the details of the operation, maintenance and use of the Condominium and to prevent unreasonable interference with the use of the respective units and of the common elements by the several unit owners. The board of directors may retain an individual or firm to act as Manager of the Condominium. Any such agreement shall provide for a term of three years and may be terminated, with or without cause, upon 90 days' notice to all parties affected.

Section 13. Adoption of Bylaws.

The Declarant has adopted, pursuant to the requirements of the Oregon Condominium Act, Bylaws which are being recorded in the official records of Deschutes County, Oregon, to govern the administration of the Condominium.

The Bylaws may be amended from time to time as provided therein.

Section 14. Compliance With Bylaws and Other Restrictions.

Each unit owner shall comply with the Bylaws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions, and restrictions in this Declaration or in the deed to his unit. Each unit owner shall also comply with covenants and restrictions applicable to property within the Old Mill District. Failure to comply therewith shall be grounds for an action maintainable by the Association of Unit Owners or by an aggrieved unit owner, in addition to other sanctions which may be provided by the Bylaws or by the administrative rules and regulations. Unit owners shall have similar rights of action against the Association of Unit Owners.

Section 15. Person to Receive Service of Process in Certain Cases.

Service of process in any action relating to the common elements or to more than one unit in cases provided in subsection (1) of ORS 100.550 shall be made upon the designated agent named in the Condominium Information Report filed in accordance with ORS 100.250(1)(a).

Section 16. Easements and Other Interests.

The Association of Unit Owners, pursuant to ORS 100.405(6), has the authority to execute, acknowledge, deliver and record on behalf of the unit owners, permits, easements, rights-of-way, licenses, and other similar interests affecting the general common elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The granting of any interest pursuant to this Section 16 with a term in excess of two years shall be first approved by at least 75 percent of the unit owners. The instrument granting an interest pursuant to this Section 16 shall be executed and acknowledged by the President and Secretary and shall state that such granting was approved by at least 75 percent of the unit owners.

Section 17. Receipts and Expenses.

The receipts of the Condominium shall be distributed among and the common expenses shall be charged to the unit owners in proportion to their respective interests in the common elements. Assessments shall first commence upon the conveyance of the first unit. Receipts by unit owners for rental of their unit shall not constitute common receipts. No unit owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

A working capital fund shall be established for the initial months of the Condominium operation equal to Declarant's estimate of two months monthly Association of Unit Owners regular assessments. Each unit's share of the working capital fund shall be collected and transferred to the Association of Unit Owners at the time of closing of the initial sale of each unit and maintained in a segregated account for the use and benefit of the Association of Unit Owners. The purpose of the fund is to ensure that the Association of Unit Owners will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board of directors. Amounts paid into the working capital fund shall not be considered as advance payments of regular assessments. Declarant shall not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association.

Section 18. Lien of Association Against Unit.

The board of directors shall have the authority and the duty to levy and enforce the collection of general and special assessments for Common Expenses. Whenever the Association of Unit Owners levies any assessment for common expenses against a unit, the Association of Unit Owners, upon complying with this section, shall have a lien upon the individual unit and the undivided interest in the common elements appertaining to such unit for the reasonable value of such common expenses allocable to such unit and for any unpaid assessments and interest as provided in ORS 100.450(2)(b), plus costs and reasonable attorneys' fees, and the lien shall be prior to all other liens or encumbrances upon the unit, except

- a. tax and public improvement assessment liens, and
- b. a first mortgage or trust deed of record.

Each assessment shall be a separate and personal debt and obligation of the unit owner against whom the same is assessed at the time the assessment fell due and shall be collectible as such. Such personal obligation shall not pass to successors in title unless assumed by them or required by law. The board of directors shall cause to be filed a notice of lien claim pursuant to ORS 100.450 with respect to any assessment which has not been paid within 30 days from the mailing of the notice of assessment. The notice of lien claim shall be filed within 10 days following the expiration of such 30-day period. The Association of Unit Owners shall be entitled to recover, in any suit to foreclose or action to recover a money judgment for unpaid common expenses, interest on the delinquent assessment at the rate of 12 percent per annum and costs, including reasonable attorneys' fees in such suit or action, or any appeal therefrom.

A lien for common expense assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage or trust deed or a deed in lieu of foreclosure to the extent permitted by ORS 100.465 shall extinguish a subordinate lien for assessments which become payable prior to such sale or transfer. Any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit from the lien of, an assessment made thereafter.

In case of foreclosure, the unit owner shall be required to pay a reasonable rental for the unit; and the plaintiff in the foreclosure suit shall be entitled to the appointment of a receiver to collect the rental, without regard to the value of the security. An action to recover a money judgment, together with reasonable attorneys' fees for unpaid common expenses, may be maintained without foreclosing or waiving the lien securing the claim for common proceeds.

Section 19. Power of Condominium Manager to Bid at Foreclosure Sale.

In any suit to foreclose a lien of the Association of Unit Owners against a unit, the board of directors or the manager, acting on behalf of the unit owners, is prohibited from bidding on or otherwise acquiring a unit in any other foreclosure suit.

Section 20. Insurance.

The Association of Unit Owners, by and through the board of directors, shall obtain and keep in effect at all times insurance coverage as specified in the Bylaws.

Section 21. Damage or Destruction.

If a building within the Condominium is damaged, destroyed, or partially condemned, the board of directors shall immediately proceed to rebuild and restore the building so damaged, destroyed, or partially condemned so that the same will be returned to substantially the same condition in which the building existed prior to such damage, destruction, or partial condemnation. Each unit and the common elements shall have substantially the same vertical and horizontal boundaries as before, unless at least 90 percent of all the unit owners agree that the Condominium shall not be rebuilt and restored. If the Condominium is to be rebuilt and restored and the insurance proceeds be insufficient to rebuild and restore, the unit owners shall be liable for assessment for any deficiency as a common expense. If 90 percent of all the unit owners agree that the Condominium shall not be rebuilt or restored, the Condominium shall be considered removed from the provisions of the Oregon Condominium Act in accordance with ORS 100.600.

The Association of Unit Owners, through a trustee appointed for such purpose, shall represent the unit owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the common areas or part

thereof. In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the Association of Unit Owners, or any trustee, for the use and benefit of the unit owners and their mortgagees as their interests may appear in proportion to their interests in the common elements.

Section 22. Easements for Encroachment.

If any part of the common elements now or hereafter encroaches upon any unit or if any unit now or hereafter encroaches upon any other unit or upon any portion of the common elements, an easement for such encroachment and the maintenance thereof, as long as it continues, shall exist. In the event a unit or a building containing units shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the common elements upon any unit, any unit upon any other unit, or upon any portion of the common elements due to the construction shall be permitted as set forth in ORS 100.515; and easements for such encroachments and the maintenance thereof shall exist.

Section 23. Mortgagee Protection.

The liens created hereunder upon any unit shall be subject to and subordinate to, and shall not affect the rights of or the holder of the indebtedness secured by any recorded first mortgage or deed of trust (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value. After repossession or the foreclosure of any such mortgage there may be a lien created pursuant to Section 19 hereof on the interest of the owner of the unit or of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder after the date of such repossession or foreclosure sale, which lien, if any is claimed, shall have the same effect and be enforced in the same manner as provided herein.

Section 24. Use of Units and Common Elements.

The units, the limited common elements, and the common elements shall be used for office purposes and related uses.

Section 25. Amendment.

Except as otherwise provided in the Oregon Condominium Act, 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 as expressed in this Declaration unless such amendment has been approved by the owners of the affected units, and such unit owners shall record an amendment to this Declaration setting forth the altered allocation of each unit owner having an interest and, if required by law, the amendment is approved by the Real Estate Commissioner pursuant to ORS 100.135.

Except as hereinabove provided, this Declaration may be amended consistent with the provisions of the Oregon Condominium Act by the affirmative vote of 75 percent of the voting rights at the annual meeting of the Association of Unit Owners, or at any special meeting called for such purpose, or by written proxy or written consent of 75 percent of the voting rights. Such amendment shall be effective upon the recordation with the Deschutes County Recording Office of an instrument (i) approved by the Owners Real Estate Commissioner, the Deschutes County Assessor, and the Unit Owners in accordance with ORS 100.135 and (ii) executed and acknowledged by the Chairperson and Secretary of the Association in accordance with ORS 100.135.

Section 26. Administrative Control.

Until the date of conveyance, to persons other than Declarant, of 75 percent of the units or until three years following conveyance of the first unit, whichever occurs earlier;

a. Declarant may appoint and remove officers and members of the board of directors of the Association of Unit Owners;

b. Declarant shall have three votes with respect to each unit owned by it, notwithstanding the provisions of Section 9;

c. Declarant shall have the right to exercise all the powers of the board of directors under this Declaration and the Oregon Condominium Act, except that Declarant may not bind the Association of Unit Owners, prior to passage of control, either directly or indirectly to contracts or leases, including a management contract, unless the Association of Unit Owners is provided with a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than 90 days' notice to the other party thereto; and

d. This Declaration and the Bylaws shall not be amended without Declarant's consent.

Section 27. Termination of Legal Status.

Termination of the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium must be approved as provided in ORS 100.600.

Section 28. Plan of Development.

The rights provided for under ORS 100.150(1) are being reserved, and there are no limitations on the rights reserved under ORS 100.150(1). Without limiting the foregoing,

Declarant reserves the right, from time to time, to reclassify all or any portion of the variable property as any of the following in accordance with ORS 100.150(1): (i) one or more units to be constructed on the variable property, (ii) limited common elements related to each such unit, or (iii) general common elements of the Condominium. Unless Declarant reclassifies the variable property as common elements, it will not be deemed a general common element under ORS 100.005(16).

A metes and bounds legal description of all variable property within the Condominium is set forth on Exhibit C-1 and Exhibit C-2. The property depicted as “non-withdrawable variable Property Y” on the plat is described on Exhibit C-1 and the property depicted as “non-withdrawable variable Property Z” is described on Exhibit C-2.

The Plan of Development for the Condominium includes a maximum of 9 units to be developed in not more than four stages. The right reserved under ORS 100.150(1) will expire six years from January 2, 2002 (the “Termination Date”).

When the variable property is reclassified, the method used to establish the allocations of undivided interest in the common elements, the method used to determine liability for common expenses and right to common profits, and the method used to allocate voting rights as additional units are created shall be the same as stated in this Declaration and in accordance with ORS 105(1)(f), 105(1)(h), and 105(1)(i).

As additional units are added, the interests in the common elements are to be allocated to the units on the basis of the relative area (described in square feet) of the units. Each additional unit shall have one vote. The existing improvements on the variable property consist of partially completed buildings similar to the buildings included in Stage 1 and appurtenances thereto. Limited common elements may consist of patios, HVAC pads, and other improvements

related to the use of additional individual units. All intended improvements in future stages on the variable property shall be consistent with initial improvements in terms of structure type and quality of construction and shall be substantially completed prior to reclassification.

Assessments and votes appurtenant to each additional unit shall become effective on the recording of a supplemental declaration covering such unit, which shall not occur until the substantial completion of such unit. All taxes and other assessments relating to improvements on variable property covering any period prior to the addition of such Condominium, shall be paid or otherwise satisfactorily provided for by the Declarant.

The total number of tracts of variable property within the Condominium is two. There is no variable property which is not designated as non-withdrawable variable property and all such property is labeled "NONWITHDRAWABLE VARIABLE PROPERTY" on the plat. The plat shows the location and dimensions of all non-withdrawable variable property. Improvements on the non-withdrawable variable property to be made by Declarant shall consist of up to seven additional units with related landscaping, and similar improvements. If by the Termination Date, all or any portion of the non-withdrawable variable property has not been reclassified, such property shall automatically be reclassified as of the Termination Date as a general common element of the Condominium and any interest in such property held for security purposes shall be automatically extinguished by such classification. The Association shall not have the rights previously held by Declarant upon the reclassification of non-withdrawable variable property on the Termination Date. The rights of the Association regarding non-withdrawable variable property after reclassification to common elements shall not be amended.

Declarant reserves the right to use unoccupied portions of the Condominium for the construction of additional units as provided above and for the storage of materials and other construction activities in connection with such construction.

In Witness Whereof, the undersigned has executed this Declaration this 25 day of January, 2002.

L22 DEVELOPMENT LLC, an Oregon limited liability company

By: [Signature]
Manager

STATE OF OREGON)
) SS
COUNTY OF Deschutes)

This instrument was acknowledged before me on January 25, 2002, by Alan Laurie as Manager of L22 Development LLC.



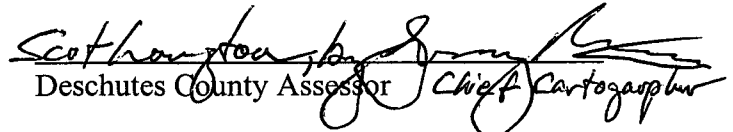
[Signature]
Notary Public for Oregon
My commission expires: 7/2/04

The foregoing Declaration is approved pursuant to ORS 100.110 this 28th day of ^{February} ~~January~~, 2002, and in accordance with ORS 100.110(7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.


SCOTT W. TAYLOR
Real Estate Commissioner

By: [Signature]
Brian DeMarco

The foregoing Declaration is approved pursuant to ORS 100.110 this 25th day
of January, 2002.


Deschutes County Assessor *Chief Cartographer*

The foregoing Declaration is approved pursuant to ORS 100.110 this 25th day
of January, 2002.


Deschutes County Tax Collector

The foregoing Declaration is approved this 28th day of January, 2002.

**BANNER BANK, a Washington banking
corporation, dba Oregon Business Bank**

By: _____
Jerry Ward, Vice President

The foregoing Declaration is approved this _____ day of January, 2002.

David S. Lewis

The foregoing Declaration is approved pursuant to ORS 100.110 this _____ day
of January, 2002.

Deschutes County Assessor

The foregoing Declaration is approved pursuant to ORS 100.110 this _____ day
of January, 2002.

Deschutes County Tax Collector

The foregoing Declaration is approved this 7 ^{February} day of ~~January~~, 2002.

**BANNER BANK, a Washington banking
corporation, dba Oregon Business Bank**

By: J Ward
Jerry Ward, Vice President

The foregoing Declaration is approved this _____ day of January, 2002.

David S. Lewis

The foregoing Declaration is approved pursuant to ORS 100.110 this ____ day
of January, 2002.

Deschutes County Assessor

The foregoing Declaration is approved pursuant to ORS 100.110 this ____ day
of January, 2002.

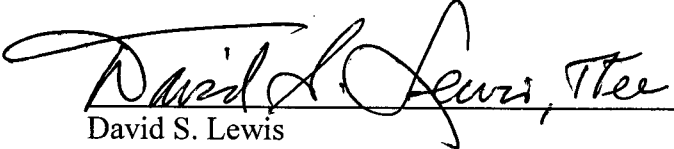
Deschutes County Tax Collector

The foregoing Declaration is approved this ____ day of January, 2002.

**BANNER BANK, a Washington banking
corporation, dba Oregon Business Bank**

By: _____
Jerry Ward, Vice President

The foregoing Declaration is approved this 6th day of ^{February}~~January~~, 2002.


David S. Lewis

The foregoing Declaration is approved this 20th day of February, 2002.

THE CITY OF BEND

By: James R. Krueger

Name: James R. Krueger

Its: Finance Director

EXHIBIT A

Legal Description – Adjusted Lot 22

Lot 22 and a portion of Lot 19 of the Plat of Upper Terrace Phase II as filed in Book E at Pages 156 through 166 of Plats in the Office of the County Clerk, in Township 18 South, Range 12 East, Section 5, NE1/4, in the City of Bend, County of Deschutes, State of Oregon, more particularly described as follows:

Beginning at a 5/8" iron rod with yellow plastic cap marked "HWA" at the northwest corner of said Lot 22, the initial point; thence along the northerly line of said Lot 22, South 89°04'54" East, 165.26 feet to a 5/8" iron rod with a yellow plastic cap marked "HWA" at the northeast corner of said Lot 22; thence along the easterly line of said Lot 22, South 1°55'32" East, 30.07 feet to a 5/8" iron rod with a yellow plastic cap marked "HWA" at the northwesterly corner of said Lot 19; thence along the northerly line of said Lot 19, South 89°08'58" East, 27.04 feet to a 5/8" iron rod with yellow plastic cap marked "KERN LS 1081"; thence leaving said northerly line of Lot 19, South 2°05'51" East, 28.65 feet to a 5/8" iron rod marked "KERN LS 1081"; thence, South 19°57'26" West, 115.70 feet to a 5/8" iron rod marked "KERN LS 1081" on the southerly line of said Lot 19; thence along said southerly line, North 88°07'52" West, 28.40 feet to a 5/8" iron rod with a yellow plastic cap marked "HWA" at the southwesterly corner of said Lot 19; thence South 19°57'22" West, 29.53' to a 5/8" iron rod with yellow plastic cap marked "HWA" at the southeast corner of said Lot 22; thence along the southerly line of said Lot 22, North 88°09'47" West, 181.50 feet to a 5/8" iron rod with yellow plastic cap marked "HWA" being the southwest corner of said Lot 22; thence along the westerly line of said Lot 22, North 20°00'16" East, 135.34 feet to a 5/8" iron rod with yellow plastic cap marked "KERN LS 1081", said point being the beginning of a tangent curve, concave northwesterly, having a radius of 510.52 feet; thence, northeasterly along said curve through a central angle of 7°31'30", an arc length of 67.05 feet to the point of beginning of this description. Containing 38,779 square feet, more or less.

EXHIBIT B

General Description of Units

Unit No.	Area in Square Feet	Description	Interest in Common Elements
8	2,979	An office facility that comprises the entire interior area of a two story wood frame structure known as Building 8, the location of which is shown on the plat of Century Plaza Condominium Stage 1.	66.17%
9	1,537	An office facility that comprises the entire interior area of a two story wood frame structure known as Building 9, the location of which is shown on the plat of Century Plaza Condominium Stage 1.	33.83%

EXHIBIT C-1

Legal Description of Non-withdrawable Property Y

A portion of Lot 22 in the Plat of Upper Terrace Phase II in Township 18 South, Range 12 East, Section 5, in the City of Bend, County of Deschutes, State of Oregon, more particularly described as follows:

Beginning at a 5/8" iron rod with yellow plastic cap marked "HWA" at the northwest corner of said Lot 22; thence along the northerly line of said Lot 22, South 89°04'54" East, 165.26 feet to a 5/8" iron rod with a yellow plastic cap marked "HWA" at the northeast corner of said Lot 22, being the TRUE POINT OF BEGINNING of this description; thence along the easterly line of said Lot 22, South 1°55'32" East, 30.07 feet to a 5/8" iron rod with a yellow plastic cap marked "HWA" at the northwest corner of Lot 19 of said Plat; thence South 24°58'38" West, 17.47 feet; thence North 89°07'42" West, 64.00 feet

EXHIBIT C-2

Legal Description of Non-withdrawable Property Z

A portion of Lot 22 and Lot 19 of the Plat of Upper Terrace Phase II in Township 18 South, Range 12 East, Section 5, in the City of Bend, County of Deschutes, State of Oregon, more particularly described as follows:

Beginning at a 5/8" iron rod with yellow plastic cap marked "HWA" at the northwest corner of said Lot 22; thence along the northerly line of said Lot 22, South 89°04'54" East, 165.26 feet to a 5/8" iron rod with a yellow plastic cap marked "HWA" at the northeast corner of said Lot 22; thence along the easterly line of said Lot 22, South 1°55'32" East, 30.07 feet to a 5/8" iron rod with a yellow plastic cap marked "HWA" at the northwest corner of said Lot 19; thence along the northerly line of said Lot 19, South 89°08'58" East, 27.04 feet to a 5/8" iron rod with yellow plastic cap marked "KERN LS 1081"; thence leaving said northerly line, South 2°05'51" East, 28.65 feet to a 5/8" iron rod marked "KERN LS 1081"; thence, South 19°57'26" West, 115.70 feet to a 5/8" iron rod marked "KERN LS 1081" on the southerly line of said Lot 19 being the TRUE POINT OF BEGINNING of this description; thence along said southerly line, North 88°07'52" West, 28.40 feet to a 5/8" iron rod at the southwesterly corner of said Lot 19; thence South 19°57'22" West, 29.53' to a 5/8" iron rod with yellow plastic cap marked "HWA" at the southeast corner of said Lot 22; thence along the southerly line of said Lot 22, North 88°09'47" West, 181.50 feet to a 5/8" iron rod with yellow plastic cap marked "HWA" being the southwest corner of said Lot 22; thence along the westerly line of said Lot 22, North 20°00'16" East, 52.97 feet; thence, leaving said westerly line, South 88°09'47" East, 137.90 feet; thence North 46°50'13" East, 9.21 feet; thence South 88°09'47" East, 17.78 feet; thence South 43°09'47" East, 31.52 feet; thence South 88°09'47" East, 20.23 feet; thence South 19°57'26" West, 6.84 feet to TRUE POINT OF BEGINNING of this description. Containing 9,441 square feet, more or less.