

**NOTICE
REGARDING
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.

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STAGE III OF THE EMERALD VALLEY CONDOMINIUM
TO CONDOMINIUM OWNERSHIP

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**SUPPLEMENTAL DECLARATION SUBMITTING
STAGE III OF THE EMERALD VALLEY CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

THIS SUPPLEMENTAL DECLARATION is made and executed this 22nd day of November, 1999, pursuant to the provisions of the Oregon Condominium Act, by Emerald Valley LLC, an Oregon limited liability company ("Declarant").

By a document entitled Condominium Declaration for Emerald Valley Condominium, dated April 7, 1998, and recorded April 20, 1998, in the Deed Records of Multnomah County as Fee No. 98065708 (the "Stage I Declaration"), the Declarant created a condominium known as Emerald Valley Condominium, which is located in Multnomah County, Oregon. By a document entitled Supplemental Declaration Submitting Stage II of the Emerald Valley Condominium to condominium ownership dated April 30, 1998, and recorded on June 12, 1998, in the Deed Records of Multnomah County as Fee No. 98102073 (the "Stage II Declaration"), the Declarant annexed Stage II to the condominium. The purpose of this Supplemental Declaration is to submit Stage III of Emerald Valley Condominium to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act, and to annex such stage to Emerald Valley Condominium.

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

1. **DEFINITIONS.** When used in this Declaration, the following terms shall have the following meanings:

1.1 "Association" means the Emerald Valley Condominium Association.

1.2 "Bylaws" means the Bylaws of the Emerald Valley Condominium Association adopted pursuant to the Stage I 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 annexed to the project pursuant to Section 3.5 of the Declaration.

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

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

1.6 "Plat" means the plat of Stage I, Stage II, or Stage III of Emerald Valley Condominium, recorded contemporaneously with the recording of the Declaration and Supplemental Declaration, respectively, or all of such plats, as the context may require.

1.7 "Stage I Plat" means the plat depicting the Units, Parking Units, Storage Units and common elements of Stage I.

1.8 "Stage II Plat" means the plat depicting the Units, Parking Units, Storage Units and common elements of Stage II.

1.9 "Stage III Plat" means the plat depicting the Units and common elements of Stage III.

1.10 "Supplemental Declaration" means any supplemental declaration to the Stage I Declaration. "Stage II Declaration" means the supplemental declaration annexing Stage II and "Stage III Declaration" means the supplemental declaration annexing Stage III to Emerald Valley Condominium.

1.11 "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.

1.12 Incorporation by Reference. Except as otherwise provided in the Declaration or this 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 property submitted to the Oregon Condominium Act by this Stage III Declaration is held by Declarant in fee simple estate. The land submitted is located in Multnomah County, Oregon, and is more particularly described in Exhibit "A". The property submitted 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 General Description of Buildings. Stage III contains eight (8) buildings containing forty (40) dwelling Units and five (5) buildings containing forty (40) limited common element parking spaces. All of the buildings containing dwelling Units consist of two stories with wood-frame construction, vinyl siding and composition roofs. The dwelling buildings have cement foundations and the buildings containing limited common element parking spaces are built on cement or asphalt slabs.

3.2 General Description, Location and Designation of Units. Stage III contains a total of forty (40) Units. The dimensions, designation and location of each Unit are shown on the Stage III Plat. The square footage area of each Unit is shown on Exhibit "B".

3.3 Boundaries of Units. Each Unit shall be bounded by the interior surfaces of its perimeter walls, floors, ceilings, and trim. 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. 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 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 Stage III Declaration (the "Stage III Plat") and those of the actual building or buildings.

3.4 Parking Units and Storage Units. There are no Parking or Storage Units in Stage III.

4. GENERAL COMMON ELEMENTS. 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:

(a) The land;

(b) The foundations, columns, girders, beams, supports, bearing walls, main walls, roofs, halls, corridors, lobbies, stairs, fire escapes, entrances and exits of the building(s), including the garage and carport building in Stage III which contains limited common element parking spaces, but not the garage doors, which are limited common elements.

(c) The yards, gardens, recreational facilities, parking areas, outside storage spaces (other than Storage Units), and bicycle sheds;

(d) 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;

(e) The tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use; and

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

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.**

(a) Each of the patios and/or decks in Stage III is a limited common element appertaining to the Unit which it adjoins as shown on the Plat.

(b) Each of the carport and garage spaces are limited common element parking spaces appertaining to the Unit to which they are assigned as set forth on Exhibit "C".

(c) The garage doors are limited common elements appertaining to the Unit to which the garage space appertains as a limited common element. Maintenance, repair and replacement of the garage door, except the painting, shall be an expense to the owner to whom the limited common element pertains.

5.2 **Maintenance of the Limited Common Elements.** Except as otherwise specifically provided in the 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 Stage I 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. 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. **ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS.** Each Unit, Parking Unit and Storage Unit will be entitled to an undivided ownership interest in the common elements of the Condominium as shown on Exhibit "B". The percentage ownership of each dwelling Unit was determined by dividing the approximate area of all dwelling Units into the approximate area of each such dwelling Unit, then subtracting .0001% for each Parking and Storage Unit (located in Stages I and II), then arbitrarily subtracting or adding .0001% from or to selected dwelling Units to make the percentage ownership allocation come out to 100.0000%. For purposes of the common element ownership allocation, the two bedroom Units shall be deemed to have an approximate area of 1074 square feet and the three bedroom Units an approximate area of 1259 square feet, notwithstanding the actual area of the individual Units.

7. **PARKING.** Each Unit has a parking space appertaining to it as a limited common element, as more particularly set forth in Section 5 of the Stage I Declaration, Section 5 of the Stage II Declaration, and Section 5 of the Stage III Declaration. Additionally, Stages I and II contain a total of fifteen (15) Parking Units, which are owned by Owners of dwelling Units in such stages. There are several general common element parking spaces throughout the Condominium for passenger vehicles, motorcycles and bicycles, all of which are available to owners and their guests on a first-come, first-served basis, subject to rules and regulations

promulgated by the Board of Directors. Provided, however, the handicapped spaces shall be used only by those persons who are permitted by law to use such parking spaces.

8. **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).

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

9.1 **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 in the parking area 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.

9.2 **"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.

9.3 **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 9.3 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.

9.4 **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.

9.5 **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.

9.6 **Declarant's Other Special Rights.** The rights reserved to the Declarant in this Section 9 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.

9.7 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 9, or to share such rights with one (1) or more other persons exclusively, simultaneously, or consecutively.

9.8 Expiration of Declarant's Special Rights. Unless otherwise provided, the Declarant's special rights, as reserved in this Section 9, 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.

10. CROSS EASEMENTS. The following cross easements are hereby declared between the Stage III real property and other real property which may be, but is not required to be, annexed to the Condominium:

10.1 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 Stage III property 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 real property that may be annexed in the future to the Condominium all for the benefit of such real property, or any portion thereof. Such easement shall run with the land and shall continue, unless and until the benefitted real property is annexed to the Condominium. The benefitted real property is described in Exhibit "D".

10.2 Access Easement Unrestricted. The easements reserved in Section 10.1 may be used by Declarant, its successors and assigns as a means of ingress and egress to the benefitted real property for any purposes, including, without limitation, access for construction and service vehicles and access by residents to Condominium Units, apartments or single-family homes constructed on all or part of the real property that is annexed in the future to the Condominium.

10.3 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 Stage III real property, excepting those portions covered by the Condominium buildings for the benefit of the real property described on Exhibit "D". Installation of utility lines shall be done at the expense of the benefitted owner and shall be installed, maintained and repaired in a manner such as to interfere with the use of the Stage III real property by the owners of Units in Stage III as little as reasonably practical under the existing circumstances.

10.4 Maintenance and Repair Costs. Maintenance, repairs and replacement costs of the roadway and driveway easements described in Section 10.1 shall be apportioned among the users (including owners of Units in Stages I and II) in an equitable manner. If agreement on an equitable apportionment cannot be reached by the parties benefitted, the apportionment shall be done equally among all the residential "living" Units (i.e., Condominium Units, apartments and single-family attached or detached homes).

10.5 Repair of Damaged Property. Notwithstanding any other expense apportionment set forth in this Section 10, any party damaging any utility installation or roadway/driveway improvement within an easement area shall be responsible for the cost to repair such damage.

10.6 Assignments. The Declarant may assign in whole or in part the reserved easements described in this Section 10 when the Declarant transfers title to such real property or any part thereof.

10.7 Easements Run With the Land. All of the easements reserved in this Section 10 shall run with the land and shall be perpetual.

10.8 No Amendment Without Declarant's Consent. The easements reserved in this Section 10 shall not be extinguished or restricted without the written consent of the Declarant and its successors and assigns.

11. BENEFICIAL EASEMENTS. Stage III of the Condominium is benefitted by the following easements: Storm Drainage Easement And Maintenance Agreement recorded on May 11, 1999, in the records of Multnomah County, Oregon as Fee No. 99095031; Private Sanitary Sewer Easement recorded on May 11, 1999, in the records of Multnomah County, Oregon as Fee No. 99095030.

12. ADOPTION BY REFERENCE. Except as otherwise expressly provided in this document, each of the provisions of the Stage I Declaration shall be applicable to Stage III of Emerald Valley Condominium.

The undersigned Declarant of the subject property has caused this Supplemental Declaration to be executed this 22nd day of November, 1999.

EMERALD VALLEY LLC, an Oregon
Limited Liability Company

By: SunStone Realty Partners IV LLC, Member

Curtis D. DeWeese
Curtis D. DeWeese, Its Authorized Member

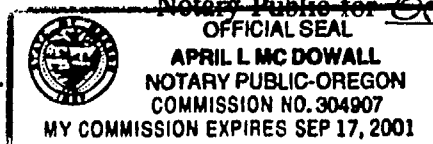
By:

David G. Herman, Member

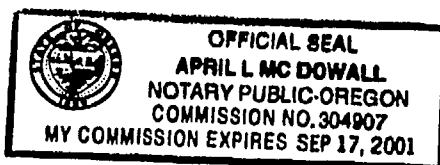
STATE OF Oregon)
)ss.
County of Clackamas)

This instrument was acknowledged before me on November 22nd, 1999, by CURTIS D. DEWEESE, Authorized Member of SunStone Realty Partners IV LLC, as a Member of Emerald Valley LLC, an Oregon limited liability company.

STATE OF OREGON)
)ss.
County of Clackamas)



This instrument was acknowledged before me on November 22nd, 1999, by DAVID G. HERMAN, as a Member of Emerald Valley LLC, an Oregon limited liability company.



April L. McDowall
Notary Public for Oregon

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 this 24th day of November, 1999, and, in accordance with ORS 100.110(7), this approval shall automatically expire if this Supplemental Declaration is not recorded within two (2) years from this date.

Scott W. Taylor,
Real Estate Commissioner

By:

Brian DeMarco
Brian DeMarco

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 this 29th
day of November, 1999.

COUNTY ASSESSOR

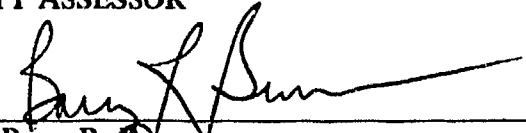
By: 
Barry R. Benson

EXHIBIT "A"
TO SUPPLEMENTAL DECLARATION OF
EMERALD VALLEY CONDOMINIUM
STAGE III

Beginning at the most Easterly Southeast corner of "Emerald Valley Condominium, Stage 1, N.00°39'48"E. along the East line of said "Emerald Valley Condominium, Stage 1", 141.56 feet to a point on a line which is parallel with and 45.00 feet Southerly of, when measured at right angles to, the centerline of West Powell Boulevard; thence S.73°46'04"E. along said parallel line, 525.97 feet to the East line of that certain tract of land described in Document No. 98-069261, Multnomah County Records; thence S.00°47'26"W. along said East line, 287.30 feet to the Southeast corner of said Document No. 98-069261 tract; thence N.89°28'28"W. along the South line of said Document No. 98-069261 tract, 100.50 feet; thence leaving said South line North, 37.50 feet; thence West, 17.18 feet; thence N.00°25'23"E., 132.49 feet to the point of curve left of a 25.00 foot radius curve; thence along the arc of said curve left through a central angle of 74°36'49", 32.56 feet (chord bears N.36°53'02"W., 30.30 feet); thence N.74°11'26"W., 340.85 feet; thence N.83°12'05"W., 40.12 feet to the initial point.

HERMAN.DAV\JDB\EMERALD\4SUPPDEC4.CLR
November 22, 1999 (8:50am)

EXHIBIT "B"
TO SUPPLEMENTAL DECLARATION OF
EMERALD VALLEY CONDOMINIUM
STAGE III

<u>Unit No.</u>	<u>SF Area*</u>	<u>Percentage Ownership in Common Elements as of Stage III</u>
101	1074	1.0126
102	1074	1.0126
201	1074	1.0126
202	1074	1.0126
105	1074	1.0126
106	1074	1.0126
205	1074	1.0126
206	1074	1.0126
107	1259	1.1870
108	1259	1.1870
207	1259	1.1870
208	1259	1.1870
109	1074	1.0126
110	1074	1.0126
209	1074	1.0126
210	1074	1.0126
111	1074	1.0126
112	1074	1.0126
113	1074	1.0126
114	1074	1.0126
211	1074	1.0126
212	1074	1.0126
213	1074	1.0126
214	1074	1.0126
119	1259	1.1870
120	1259	1.1870
219	1259	1.1870
220	1259	1.1870
103	1074	1.0126
104	1074	1.0126
203	1074	1.0126
204	1074	1.0126
115	1074	1.0126

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November 22, 1999 (8:50am)

EXHIBIT "B"
TO SUPPLEMENTAL DECLARATION OF
EMERALD VALLEY CONDOMINIUM
STAGE III

<u>Unit No.</u>	<u>SF Area*</u>	<u>Percentage Ownership in Common Elements as of Stage III</u>
116	1074	1.0126
117	1074	1.0126
118	1074	1.0126
215	1074	1.0126
216	1074	1.0126
217	1074	1.0126
218	1074	1.0126
121	1074	1.0126
122	1074	1.0126
123	1074	1.0126
124	1074	1.0126
221	1074	1.0126
222	1074	1.0126
223	1074	1.0126
224	1074	1.0126
321	1074	1.0126
322	1074	1.0126
323	1074	1.0126
324	1074	1.0126
125	1074	1.0126
126	1074	1.0126
225	1074	1.0126
226	1043	1.0126
133	1043	1.0125
134	1043	1.0125
135	1043	1.0125
136	1043	1.0125
233	1043	1.0125
234	1043	1.0125
235	1043	1.0125
236	1043	1.0125
137	1043	1.0125

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November 22, 1999 (8:50am)

EXHIBIT "B"
TO SUPPLEMENTAL DECLARATION OF
EMERALD VALLEY CONDOMINIUM
STAGE III

<u>Unit No.</u>	<u>SF Area*</u>	<u>Percentage Ownership in Common Elements as of Stage III</u>
138	1043	1.0125
139	1043	1.0125
140	1043	1.0125
237	1043	1.0125
238	1043	1.0125
239	1043	1.0125
240	1043	1.0125
141	1225	1.1869
142	1237	1.1869
241	1225	1.1869
242	1237	1.1869
143	1052	1.0125
144	1052	1.0125
243	1052	1.0125
244	1052	1.0125
149	1052	1.0125
150	1052	1.0125
249	1052	1.0125
250	1052	1.0125
151	1052	1.0125
152	1052	1.0125
251	1052	1.0125
252	1052	1.0125
156	1052	1.0125
157	1052	1.0125
256	1052	1.0125
257	1052	1.0126
162	1225	1.1870
163	1237	1.1870
262	1225	1.1870
263	1237	1.1870

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November 22, 1999 (8:50am)

EXHIBIT "B"
TO SUPPLEMENTAL DECLARATION OF
EMERALD VALLEY CONDOMINIUM
STAGE III

<u>Unit No.</u> <u>Parking & Storage</u> <u>Unit No.</u>	<u>SF Area*</u>	<u>Percentage Ownership</u> <u>in Common Elements</u> <u>as of Stage III</u>
G-1	200	.0001
G-2	200	.0001
G-3	200	.0001
G-4	200	.0001
G-5	200	.0001
G-6	200	.0001
G-7	200	.0001
G-8	200	.0001
G-9	200	.0001
G-10	200	.0001
G-11	200	.0001
G-12	200	.0001
G-13	200	.0001
G-14	200	.0001
G-15	200	.0001
S-1	200	.0001
S-2	200	.0001
S-3	200	.0001
S-4	200	.0001
S-5	200	.0001
S-6	200	.0001
S-7	200	.0001
S-8	200	.0001
S-9	200	.0001
S-10	200	.0001
S-11	200	.0001
S-12	200	.0001
S-13	200	.0001
S-14	200	.0001
S-15	200	.0001

HERMAN.DAV\JDB\EMERALD\4SUPPDEC4.CLR
November 22, 1999 (8:50am)

EXHIBIT "B"
TO SUPPLEMENTAL DECLARATION OF
EMERALD VALLEY CONDOMINIUM
STAGE III

<u>Unit No.</u>	<u>SF Area*</u>	<u>Percentage Ownership in Common Elements as of Stage III</u>
S-16	200	.0001
S-17	200	.0001
S-18	200	.0001
S-19	200	.0001
S-20	200	.0001
Total:		100.0000

*The actual square footage of the Units in Stages I and II may vary from the amounts listed. After the Stage I and II Declarations were recorded, the Oregon Condominium Act was revised to require the Plat to set out the exact square footage of each Unit. Accordingly, the area of each of the Units in Stage III as set forth above matches those areas determined by the surveyor who completed the Stage III Plat.

HERMAN.DAVJDB\EMERALD\4SUPPDEC4.CLR
November 22, 1999 (8:50am)

EXHIBIT "C"
TO SUPPLEMENTAL DECLARATION OF
EMERALD VALLEY CONDOMINIUM
STAGE III

<u>Parking Assignment</u>	<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Unit No.</u>
P65	133	G33	143
P68	134	G35	144
P70	135	G32	243
P71	136	G34	244
P66	233	G28	149
P67	234	G30	150
P69	235	G29	249
P72	236	G31	250
P58	137	G25	151
P60	138	G27	152
P63	139	G24	251
P64	140	G26	252
P57	237	G20	156
P59	238	G22	157
P61	239	G21	256
P62	240	G23	257
G36	141	G17	162
G38	142	G19	163
G37	241	G16	262
G39	242	G18	263

HERMAN.DAV\JDB\EMERALD\4SUPPDEC4.CLR
November 22, 1999 (8:50am)

EXHIBIT "D"
TO SUPPLEMENTAL DECLARATION OF
EMERALD VALLEY CONDOMINIUM
STAGE III

EMERALD VALLEY CONDOMINIUM, STAGE 4
DESCRIPTION
August 9, 1999

A tract of land in the southeast one-quarter of Section 7 and the northeast one-quarter of Section 18, Township 1 South, Range 3 East, Willamette Meridian, City of Gresham, Multnomah County, Oregon, and described as follows:

Beginning at the northeast corner of "Emerald Valley Condominium, Stage 2", a duly recorded plat in Multnomah County; thence S.00°39'48"W. along the east line of said "Emerald Valley Condominium, Stage 2", a distance of 288.13 feet to the southwest corner of that certain tract of land described in Document No. 98-069261, Multnomah County Records; thence S.89°28'28"E. along the south line of said Document No. 98-069261 tract, 405.54 feet to a point which bears N.89°28'28"W., 100.50 feet from the southeast corner of said Document No. 98-069261 tract; thence leaving said south line, North, 37.50 feet; thence West, 17.18 feet; thence N.00°25'23"E., 132.49 feet to the point of curve left of a 25.00 foot radius curve; thence along the arc of said curve left through a central angle of 74°36'49", 32.56 feet (chord bears N.36°53'02"W., 30.30 feet); thence N.74°11'26"W., 340.85 feet; thence N.83°12'05"W., 40.12 feet to the Point of Beginning.

Contains 2.161 acres, more or less.

HERMAN.DAV\JDB\EMERALD\4SUPPDEC4.CLR
November 22, 1999 (9:05am)