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1506 849

SECOND SUPPLEMENTAL DECLARATION FOR  
AMERICAN PLAZA TOWERS  
(PHASE III)

WHEREAS the Supplemental Restated Declaration of Covenants, Conditions and Restrictions and General Description of Plan of Development for American Plaza Towers dated December 18, 1974, recorded in Book 1121, page 2142, Official Records of Multnomah County, Oregon (hereinafter referred to as the "Supplemental Restated Declaration"), covers Phase I and Phase II of American Plaza Towers, and

WHEREAS American Plaza Co., lessee of the property on which American Plaza Towers is situated; W. C. Sivers Co. and American Condominium Homes, Inc., owners of such land; and Newdel Holdings, Ltd., sublessee of the land upon which Phase III is situated and owner of the improvements comprising Phase III, desire to submit the property described in this second supplemental declaration, together with all improvements now existing or hereafter to be constructed thereon, to the provisions, restrictions and limitations of the Oregon Unit Ownership Law, Oregon Revised Statutes, Section 91.500 through Section 91.671,

NOW, THEREFORE, it is declared as follows:

Section 1. Definitions.

The capitalized terms used herein shall have the same meanings assigned to those terms as set forth in the Supplemental Restated Declaration, except as follows:

Declarant - Newdel Holdings, Ltd.

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- Land
- The leased land described on Exhibit A attached hereto.
- Ground Lease
- The Ground Lease from W. C. Sivers Co. and American Condominium Homes, Inc., as ground lessor, and American Plaza Co., as ground lessee, recorded in Book 886, page 76, Deed Records of Multnomah County, Oregon, as amended and supplemented by Supplemental Lease Agreement recorded in Book 1021, page 2931, Deed Records of Multnomah County, Oregon, Second Supplemental Lease Agreement recorded in Book 1380, page 1408, Deed Records of Multnomah County, Oregon, and Sublease Agreement between American Plaza Co., as sublessor and E. R. Wieser as sublessee, recorded in Book 1380, page 1481, Deed Records of Multnomah County, Oregon, the interest of E. R. Wieser having been assigned to Declarant.
- Improvements
- The buildings described in Article (3) of the Supplemental Restated Declaration and the building described in Section 4 of this second supplemental declaration.

Section 2. Name of the Property.

The property subject to this second supplemental declaration shall be known by the name American Plaza Towers.

Section 3. Description of the Property.

This second supplemental declaration submits to the provisions, restrictions and limitations of the Oregon Unit Ownership Law a leasehold interest in the land described on Exhibit A attached hereto, together with the units hereinafter described and all other improvements now existing or to be constructed on such land which together shall constitute Phase III of the plan of development for American Plaza Towers (hereinafter referred to as "Phase III").

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Section 4. General Description of the Units. BOOK 1506 PAGE 851

The units in Phase I and Phase II are described in the Supplemental Restated Declaration. There shall be a total in Phase III of 104 Family Units and 78 Garage Units which unit designation, location and approximate area are indicated on Exhibit B attached hereto. The units shall be situated in a reinforced concrete structure which shall have three basement levels and twenty-two stories above grade. The Family Units shall be bounded by the undecorated surface of the interior perimeter walls, floors and ceilings, and the extension of the interior surface of terrace perimeter wall to the level of the ceiling of the terrace roof, exclusive of any common elements. Ground floor units include patios to the interior surface of perimeter walls and to a height equal to the interior ceiling height. All doors, door frames, windows, window frames and nonloadbearing walls within a unit are part of the unit. Each Family Unit includes a private storage area of approximately 30 square feet having the same designation as the Family Unit as indicated on Exhibit B attached hereto. The boundaries of the storage areas are the interior surfaces of the floors, ceilings and walls where a storage area is bounded by a wall or walls or by a wire screen which fixes the boundary of the storage areas which are not bounded by walls. The boundaries of the Garage Units are the interior surfaces of the floors, ceilings and walls where a Garage Unit is bounded by a wall or walls, a vertical plane between the floor and ceiling at the midpoint of each line depicted on the plat recorded concurrently herewith as marking the boundary of a Garage Unit, and a vertical plane between the floor and ceiling at the entrance to each Garage Unit at a distance from the closed end of the Garage Unit equal to the length of the Garage Unit indicated on Exhibit B.

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Section 5. Common Elements.

The general common elements shall be all the property, including without limiting the generality of the foregoing, a leasehold estate in the Land, except the spaces within the Family and Garage Units as shown and described on Exhibit B. With the exception of the private area of the units, the general common elements include all improvements included in Phase III.

Section 6. Allocation of Interest in Common Elements.

Each unit shall have an undivided interest in the common elements as set forth on Exhibit C attached hereto. The basis for allocating the percentage interest set forth on Exhibit C is the approximate value of the various types of units. The percentage of common ownership allocated among units in all phases is calculated in the relation that the approximate value of each unit bears to the combined approximate value of all units, with such approximate value being determined by Declarant taking into account the area of the Family Unit and Garage Unit, the market value thereof and the common expenses. Although fewer than the maximum number of units are included in Phase III, Declarant has determined that the total value thereof is approximately equivalent to the maximum number of units in Phase III contemplated by the Supplemental Restated Declaration by reason of the size and quality of construction of units included in Phase III. Such undivided interest in the common elements shall not be separated from the unit to which it appertains and shall be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

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

Section 7. Common Profits and Expenses.

Subject to the adjustment for the interim period as hereinafter provided, the common profits of the property shall be distributed among, and the common expenses, except expenses payable pursuant to the ground lease, shall be charged to and paid by the Family and Garage Unit owners according to the percentage of undivided interest in the common elements as shown by Exhibit C. The common expenses with respect to the ground lease, which shall include all the obligations of the lessee to the lessor under such lease, shall be charged to and paid by the unit owners as provided in Section 9 of this supplemental declaration. Notwithstanding the foregoing, the association may elect to have certain of the common expenses assessed specially to each unit in proportion to the use or benefit of such unit from the goods or services resulting in such common expenses. Declarant has entered into an interim maintenance agreement with the association, a copy of which is attached hereto marked Exhibit D. Such agreement shall be binding upon the owners of units in Phase III.

Section 8. Granting of Property Rights.

The association does not have authority to grant easements, rights of way, licenses or other similar interests affecting the common elements of the condominium pursuant to subsection (5) of Oregon Revised Statutes, Section 91.527.

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Section 9. Ground Lease.

Each unit owner shall be the assignee of an undivided interest in the ground lease in the percentage expressed in Exhibit E, attached hereto. It is the intention of Declarant that the leasehold interest created by the Ground Lease be considered for all purposes as a single lease of one undivided parcel of real property.

Each unit owner shall observe and perform all the covenants, conditions and restrictions of the Ground Lease applicable to the unit of such owner and shall observe and perform, in the percentage expressed in Exhibit E, all the other covenants, conditions and restrictions of the Ground Lease which are to be observed and performed by the lessee. The association shall collect from each unit owner his proportionate share of the rental (the monthly base rent shown opposite his unit number as shown in Exhibit E, adjusted as provided for in the Ground Lease) and of all other obligations under the Ground Lease payable in the form of money to the ground lessor, its successors and assigns; provided that no rental or other amounts shall be collected from Declarant with respect to units owned by it which are abated pursuant to the Ground Lease and further provided that amounts due from unit owners other than Declarant during the period of such abatement shall not be reduced by reason thereof. The funds so collected by the association shall be held in trust by the association for the benefit of the ground lessor. The obligations of the unit owners with respect to the Ground Lease shall be paid of the common expenses subject to a

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lien for common expenses. The lessor and lessee under the Ground Lease, the association or any of them, may enforce the covenants, conditions and restrictions of the Ground Lease against the unit owners and may bring an action for such purpose in any court of appropriate jurisdiction. The purchase option granted by the Ground Lease shall be exercised by the association upon the affirmative vote of 75 percent of the unit owners, which vote shall be conducted in accordance with the voting procedures and percentages set forth in the declaration and upon such said exercise, the land shall become a common element and title in and to the units and the common elements shall be vested in the respective unit owners, their heirs and successors in fee simple without right of reversion, but subject to the conditions, covenants restrictions and encumbrances as provided in the Ground Lease. The obligation for the purchase price of the land will be an obligation of the association and will be treated as a common expense of the association under Article (7) and Exhibit C, provided however, that if the purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage or trust deed, after the purchase option has been exercised and before the owner of the unit purchased at such foreclosure has paid his proportionate expense for the exercise of the option, such purchaser, his successors and assigns, shall not obtain any additional rights by reason of the exercise of the purchase option by the association (and shall be required to pay ground rent for his unit in the same manner as if the association had not exercised the

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purchase option, except that such payment shall go to the association and not to the lessor), unless the purchaser, within 30 days of obtaining title to the unit, pays the common expenses which would be chargeable to his unit by reason of the exercise of the purchase option.

Upon the transfer of each unit in Phase III, there shall be a merger of the interest of the sublessee and sublessor under the sublease referred to in Section I and each unit owner shall be a lessee of his proportionate interest in the land.

Section 10. Incorporation by Reference.

Except as otherwise set forth herein, the provisions of the Supplemental Restated Declaration are incorporated herein by reference.

IN WITNESS WHEREOF the undersigned have executed this supplemental declaration this 19<sup>th</sup> day of February, 1981.

NEWDEL HOLDINGS, LTD.

AMERICAN PLAZA CO.

BY [Signature]

BY [Signature]

W. C. SIVERS CO.

AMERICAN CONDOMINIUM HOMES

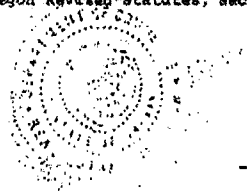
BY [Signature]

BY [Signature]  
Attorney in Fact

Multnomah County Assessor

Multnomah County Tax Collector

The foregoing supplemental declaration is approved pursuant to Oregon Revised Statutes, Section 91.512 this 22<sup>nd</sup> day of February, 1981.



By [Signature]  
Barbara Kana  
Real Estate Commissioner of Oregon

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STATE OF OREGON )  
 ) SS  
COUNTY OF MULTNOMAH )

Personally appeared the above-named E. R. Wieser, who being duly sworn did say that he is the president of Newdel Holdings, Ltd., and that said instrument was signed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.

February 19, 1981

*Shirley Bonney*  
Notary Public for Oregon  
My commission expires: 3-23-81

STATE OF OREGON )  
 ) SS  
COUNTY OF MULTNOMAH )

Personally appeared the above-named W. C. Sivers, who being duly sworn did say that he is the president of W. C. Sivers Co., and that said instrument was signed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.

February 19, 1981

*Shirley Bonney*  
Notary Public for Oregon  
My commission expires: 8-24-81

STATE OF OREGON )  
 ) SS  
COUNTY OF MULTNOMAH )

Personally appeared the above-named W. C. Sivers, who being duly sworn did say that he is the president of American Plaza Co., attorney in fact for American Condominium Homes, Inc., and that said instrument was signed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.

February 19, 1981

*Shirley Bonney*  
Notary Public for Oregon  
My commission expires: 8-24-81

STATE OF OREGON )  
 ) SS  
COUNTY OF MULTNOMAH )

Personally appeared the above-named W. C. Sivers, who being duly sworn did say that he is the president of American Plaza Co., and that said instrument was signed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.

February 19, 1981

*Shirley Bonney*  
Notary Public for Oregon  
My commission expires: 8-24-81

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Beginning at a galvanized iron pipe 2 inches in diameter, 36 inches long and 6 inches below the surface of the ground, said initial point being South 1°27'01" West 251.79 feet, South 89°18'03" East 494.92 feet and South 0°41'57" West 440.00 feet from a Portland Development Commission Monument found at the intersection of the West side of S. W. Fourth Avenue and the North line of the Finica Caruthers Donation Land Claim, said monument being as shown on a recorded plat entitled "South Auditorium Addition Blocks C, D, E, F, G and Partial Block H"; thence from said initial point South 89°18'03" East 27.25 feet; thence South 0°41'57" West 8.35 feet; thence South 68°32'59" East 96.60 feet to the Westernmost corner of a recorded plat entitled "American Plaza Towers Condominium - Tower No. 2"; thence along the boundary of said last described plat the five following courses, viz: (1) South 68°32'59" East 74.50 feet, (2) South 21°27'01" West 39.90 feet, (3) South 68°11'28" East 42.61 feet, (4) South 21°35'57" West 112.46 feet and (5) South 83°56'30" East 161.21 feet to the West side of S. W. First Avenue, 100 feet wide; thence along said West side of S. W. First Avenue South 0°41'57" West 25.10 feet to the Southeast corner of Lot 1, Block "C" of said plat of "South Auditorium Addition"; thence leaving said West side of S. W. First Avenue and along part of the South boundary of said Lot 1, Block "C" the three following courses, viz: (1) North 83°56'30" West 177.46 feet, (2) North 77°47'17" West 65.21 feet and (3) North 65°24'28" West 101.36 feet; thence leaving the South boundary of Lot 1 North 0°41'57" East 196.26 feet to the initial point and point of beginning.

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AMERICAN PLAZA TOWERS

Description and Location of Family Units and Garage Units  
Phase III

Following is a statement of the number of each Family Unit in Phase III, a statement of its location, approximate area and number of bedrooms and terraces, referred to on the plat recorded concurrently herewith as decks, together with other data necessary for its proper identification. The digits in the unit number of each Family Unit preceding the last two digits indicate the floor on which the unit is located, except for units including the letter G in the unit number. Units including the letter G in the unit number are situated on the first basement level. The boundaries of each Family Unit are the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors and the extension of the interior terrace perimeter walls to the level of the ceiling of the terrace roof thereof. The floor elevations are shown on the plat recorded concurrently herewith (hereinafter referred to as the "Plat"). Ground floor units include patios to the interior surface of perimeter walls and to a height equal to the interior ceiling height. Each Family Unit has a private storage area. The storage areas are located in the first basement and second basement. The location of storage areas showing the designation with the Family Unit to which they are assigned are shown on the Plat.

Units G-41, G-42, G-43 and G-44 are situated on the first basement level as shown on the Plat. Unit G-41, which is designated as a D-1 unit on the Plat, has one bedroom, an approximate area of 1220 square feet and a ground level patio. Family Unit G-42, which is

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designated as a C-1 unit on the Plat, has two bedrooms, an approximate area of 1459 square feet and a ground level patio. Family Unit G-43, which is designated as a B-1 unit on the Plat, has two bedrooms, an approximate area of 1563 square feet and a ground level patio. Family Unit G-44, which is designated as an A-1 unit on the Plat, has one bedroom, an approximate area of 1213 square feet and a ground level patio.

Family Units 144, 245, 345, 445, 545, 645, 745, 845, 945, 1045, 1145, 1245, 1345, 1445, 1545, 1645, 1744, 1843, 1944, 2043, 2144 and 2243 are designated as A units on the Plat. These units have an area of approximately 1980 square feet, three bedrooms and two decks. The location of these units is more particularly shown on the Plat.

Family Units 143, 244, 344, 444, 544, 644, 744, 844, 944, 1044, 1144, 1244, 1344, 1444, 1544 and 1644 are designated as B units on the Plat. These units have an area of approximately 1563 square feet, two bedrooms and one deck. The location of these units is more particularly shown on the Plat.

Family Units 243, 343, 443, 543, 643, 743, 843, 943, 1043, 1143, 1243, 1343, 1443, 1543 and 1643 are designated as C units on the Plat. These units have an area of approximately 1293 square feet, two bedrooms and one deck. The location of these units is more particularly shown on the Plat.

Family Unit 142 is designated as a C-2 unit on the Plat. This unit has an area of approximately 1516 square feet, two bedrooms

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and one deck. The location of this unit is more particularly shown on the Plat.

Family Units 242, 342, 442, 542, 642, 742, 842, 942, 1042, 1142, 1242, 1342, 1442, 1542 and 1642 are designated as D units on the Plat. These units have an area of approximately 1519 square feet, two bedrooms and two decks. The location of these units is more particularly shown on the Plat.

Family Units 141, 241, 341, 441, 541, 641, 741, 841, 941, 1041, 1141, 1241, 1341, 1441, 1541 and 1641 are designated as E units on the Plat. These units have an area of approximately 1197 square feet, two bedrooms and one deck. The location of these units is more particularly shown on the Plat.

Family Units 1741, 1841 and 2141 are designated as E-2 units on the Plat. These units are two-level, have an area of approximately 2394 square feet, three bedrooms and two decks. The location of these units is more particularly shown on the Plat.

Family Units 1743, 1842, 1943, 2042, 2143 and 2242 are designated as F units on the Plat. These units have an area of approximately 1969 square feet, three bedrooms and one deck. The location of these units is more particularly shown on the Plat.

Family Units 1742, 1841, 1942, 2041, 2142 and 2241 are designated as G units on the Plat. These units have an area of approximately 2348 square feet, three bedrooms and two decks. The location of these units is more particularly shown on the Plat.

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The location and unit designation of Garage Units are shown on the Plat. The dimensions and approximate areas in square feet of the Garage Units are as follows:

<u>Unit Number</u>	<u>Width</u>	<u>Length</u>	<u>Approximate Area</u>
25	8	18.5	148.0
27	8	18.5	148.0
29	8	18.5	148.0
32	8	11.75	94.0
33	9	18	162.0
34	9	14.5	130.5
35	9	18	162.0
36	9	18	162.0
37	9	18	162.0
38	9	18	162.0
39	9	18	162.0
40	9	18	162.0
41	9	18	162.0
42	9	18	162.0
43	9	18	162.0
44	9	18	162.0
45	9.5	18	171.0
46	9	18	162.0
48	9	18	162.0
50	9	18	162.0
52	9	18	162.0
54	9.5	18	171.0
55	11	18	198.0
56	9.5	18	171.0
57	9	18	162.0
58	9.5	18	171.0
59	9	18	162.0
60	8	18.4	147.2
61	8	19	152.0
62	8	14	112.0
63	8	19	152.0
65	8	19	152.0
174	8.1	19.3	156.3
176	8.1	19.3	156.3
177	7.5	18	135.0
178	7.6	19.1	146.7
179	7.5	18	135.0
181	7.5	18	135.0
183	9	18	162.0
185	9	18	162.0
187	9	18	162.0
188	9	18	162.0
189	8	12.5	100.0
190	9	18	162.0
191	9	15.5	139.5
192	9	18	162.0
193	9	18	162.0
194	9	18	162.0

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<u>Unit Number</u>	<u>Width</u>	<u>Length</u>	<u>Approximate Area</u>
195	10.9	18	196.2
196	9	18	162.0
197	9	18	162.0
198	9	18	162.0
199	9	18	162.0
200	9	18	162.0
201	7.5	18	135.0
202	9	18	162.0
203	7.5	18	135.0
204	9	18	162.0
205	7.5	18	135.0
206	9	18	162.0
208	9	18	162.0
210	9	18	162.0
212	9.7	18	174.6
214	9	18	162.0
216	8	19	152.0
218	8	15	120.0
323	7.5	18	135.0
325	7.5	18	135.0
327	7.5	18	135.0
336	8	18	144.0
340	8.25	18	148.5
342	7.5	18	135.0
346	7.3	18	131.4
348	7.5	18	135.0
350	7.5	18	135.0
352	9	18	162.0
354	9	18	162.0
356	9.5	18	171.0

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Percentage of Interests in General  
Common Elements and Voting Shares

Family Unit Number	Percentage	Family Unit Number	Percentage
G-10	.236	I-804	.234
G-20	.223	I-803	.223
G-30	.231	I-802	.263
I-103	.205	I-801	.194
I-102	.196	I-806	.164
I-101	.234	I-805	.165
I-204	.209	I-905	.338
I-203	.200	I-904	.258
I-202	.235	I-903	.227
I-201	.174	I-882	.268
I-206	.146	I-901	.197
I-205	.148	I-1005	.342
I-304	.214	I-1004	.243
I-303	.204	I-1003	.231
I-302	.241	I-1002	.272
I-301	.177	I-1001	.200
I-306	.149	I-1105	.348
I-305	.151	I-1104	.245
I-404	.217	I-1103	.235
I-403	.209	I-1102	.277
I-402	.246	I-1101	.203
I-401	.181	I-1205	.353
I-406	.153	I-1204	.249
I-405	.154	I-1203	.239
I-504	.222	I-1202	.281
I-503	.212	I-1201	.206
I-502	.250	I-1305	.356
I-501	.184	I-1304	.254
I-506	.155	I-1303	.241
I-505	.157	I-1302	.284
I-604	.226	I-1301	.208
I-603	.216	I-1405	.363
I-602	.255	I-1404	.296
I-601	.187	I-1403	.246
I-606	.158	I-1402	.290
I-605	.160	I-1401	.211
I-704	.228	I-1504	.374
I-703	.219	I-1503	.357
I-702	.259	I-1502	.450
I-701	.190	I-1501	.220
I-706	.161		
I-705	.162		

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<u>Family</u> <u>Unit Number</u>	<u>Percentage</u>	<u>Garage</u> <u>Unit Number</u>	<u>Percentage</u>
I-1603	.386	GU-131	.019
I-1602	.369	GU-132	.020
I-1601	.691	GU-133	.019
I-1704	.400	GU-134	.020
I-1703	.380	GU-135	.019
I-1702	.480	GU-136	.019
I-1701	.234	GU-137	.019
I-1804	.423	GU-138	.019
I-1803	.401	GU-139	.019
I-1802	.511	GU-140	.019
I-1801	.247	GU-142	.019
		GU-243	.019
		GU-245	.019
		GU-247	.019
		GU-249	.019
		GU-251	.019
		GU-253	.019
		GU-255	.019
		GU-256	.019
		GU-257	.019
		GU-258	.019
		GU-259	.019
		GU-260	.019
		GU-261	.019
		GU-262	.019
		GU-263	.019
		GU-264	.019
		GU-265	.019
		GU-266	.019
		GU-267	.019
		GU-268	.019
		GU-269	.019
		GU-270	.019
		GU-271	.019
		GU-272	.020
		GU-273	.019
		GU-274	.020
		GU-275	.019
		GU-276	.019
		GU-277	.019
		GU-278	.019
		GU-279	.019
		GU-280	.019
		GU-281	.019
		GU-282	.019
		GU-283	.019
		GU-284	.019
		GU-285	.019
		GU-286	.019

<u>Garage</u> <u>Unit Number</u>	<u>Percentage</u>
GU-97	.019
GU-99	.019
GU-100	.019
GU-101	.019
GU-102	.019
GU-103	.019
GU-104	.019
GU-105	.019
GU-106	.019
GU-107	.019
GU-108	.019
GU-109	.019
GU-110	.019
GU-111	.019
GU-112	.019
GU-113	.019
GU-114	.019
GU-115	.019
GU-116	.020
GU-117	.019
GU-118	.020
GU-119	.019
GU-120	.019
GU-121	.019
GU-122	.019
GU-123	.015
GU-124	.019
GU-125	.019
GU-126	.019
GU-127	.019
GU-128	.019
GU-129	.019
GU-130	.019



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<u>Family</u> <u>Unit Number</u>	<u>Percentage</u>	<u>Family</u> <u>Unit Number</u>	<u>Percentage</u>
924	.258	1725	.419
923	.246	1724	.288
922	.296	1723	.274
921	.214	1722	.328
926	.176	1721	.236
925	.205		
1025	.374	1825	.425
1024	.262	1824	.291
1023	.262	1823	.278
1022	.249	1822	.329
1021	.300	1821	.240
	.217		
1124	.267	1925	.431
1123	.253	1924	.495
1122	.304	1923	.282
1121	.220	1922	.333
1126	.183	1921	.242
1125	.212		
1225	.386	2025	.437
1224	.269	2024	.299
1223	.257	2023	.285
1222	.307	2022	.337
1221	.223	2021	.244
1325	.193	2125	.443
1324	.273	2124	.303
1323	.260	2123	.288
1322	.310	2122	.344
1321	.226	2121	.247
1424	.276	2225	.450
1423	.284	2224	.306
1422	.315	2223	.292
1421	.228	2222	.351
1426	.192	2221	.250
1425	.220		
		2324	.471
1525	.406	2323	.427
1524	.280	2322	.573
1523	.267	2321	.263
1522	.318		
1521	.230	2424	.481
		2423	.436
1625	.412	2422	.591
1624	.284	2421	.267
1623	.271		
1622	.322	2524	.487
1621	.293	2523	.448
		2522	.603
		2521	.273

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EXHIBIT C

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<u>Garage Unit Number</u>	<u>Percentage</u>	<u>Garage Unit Number</u>	<u>Percentage</u>
GU-219	.019	GU-319	.019
GU-220	.019	GU-320	.023
GU-221	.019	GU-321	.019
GU-222	.019	GU-322	.019
GU-223	.019	GU-324	.019
GU-224	.019	GU-326	.019
GU-226	.019	GU-328	.019
GU-228	.019	GU-330	.019
GU-230	.019	GU-331	.019
GU-231	.019	GU-332	.019
GU-232	.019	GU-333	.019
GU-233	.019	GU-334	.019
GU-234	.019	GU-336	.019
GU-235	.019	GU-338	.019
GU-236	.019	GU-337	.019
GU-237	.019	GU-339	.019
GU-238	.019	GU-341	.019
GU-239	.019	GU-343	.019
GU-240	.019	GU-345	.019
GU-241	.019	GU-347	.019
GU-242	.019	GU-355	.019
GU-244	.019	GU-357	.019
GU-246	.019	GU-358	.019
GU-248	.019	GU-359	.019
GU-250	.019	GU-360	.019
GU-252	.019	GU-361	.019
GU-254	.019	GU-362	.019
GU-287	.019	GU-363	.019
GU-289	.019	GU-364	.019
GU-291	.019	GU-365	.019
GU-293	.019	GU-366	.019
GU-295	.019	GU-368	.019
GU-297	.019	GU-370	.019
GU-305	.019	GU-372	.019
GU-306	.019	GU-374	.019
GU-307	.019	GU-376	.019
GU-308	.019	GU-378	.019
GU-309	.019	GU-380	.019
GU-310	.019	GU-382	.019
GU-311	.019	GU-384	.019
GU-312	.019	GU-386	.019
GU-313	.019	GU-388	.019
GU-314	.019	GU-390	.019
GU-315	.019	GU-392	.019
GU-317	.019		

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<u>Family</u> <u>Unit Number</u>	<u>Percentage</u>	<u>Garage</u> <u>Unit Number</u>	<u>Percentage</u>
1743	.350	GU-56	.019
1842	.355	GU-57	.019
1943	.357	GU-58	.019
2042	.361	GU-59	.019
2143	.365	GU-60	.019
2242	.375	GU-61	.019
1742	.402	GU-62	.019
1841	.406	GU-63	.019
1942	.410	GU-65	.019
2041	.414	GU-174	.019
2142	.418	GU-176	.019
2241	.428	GU-177	.019
G-41	.209	GU-178	.019
G-42	.210	GU-179	.019
G-43	.223	GU-181	.019
G-44	.179	GU-183	.019
142	.222	GU-185	.019
		GU-187	.019
		GU-188	.019
		GU-189	.019
		GU-190	.019
		GU-191	.019
		GU-192	.019
		GU-193	.019
		GU-194	.019
		GU-195	.019
		GU-196	.019
		GU-197	.019
		GU-198	.019
		GU-199	.019
		GU-200	.019
		GU-201	.019
		GU-202	.019
		GU-203	.019
		GU-204	.019
		GU-205	.019
		GU-206	.019
		GU-208	.019
		GU-210	.019
		GU-212	.019
		GU-214	.019
		GU-216	.019
		GU-218	.019
		GU-323	.019
		GU-325	.019
		GU-327	.019
		GU-338	.019

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EXHIBIT C

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MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 27<sup>th</sup> day of June, 1979, by and between E. R. WIESER (hereinafter referred to as "Developer"), and the AMERICAN PLAZA CONDOMINIUM ASSOCIATION (hereinafter referred to as the "Association"),

W I T N E S S E T H :

WHEREAS Developer has entered into an agreement for the development of Phase III of American Plaza Towers (hereinafter referred to as "Madison Tower"), and

WHEREAS the parties desire to provide for management and maintenance of Madison Tower during the fill up period,

NOW, THEREFORE, it is mutually agreed as follows:

1. The term of this agreement shall commence upon the annexation of Madison Tower to American Plaza Towers and shall end on the first to occur of the following:

- (a) the expiration of 24 months from the commencement of the term, or
- (b) the first day of the calendar month following the month during which 30 percent of the family units in Madison Tower are occupied.

2. During the term of this agreement, Developer shall provide management and maintenance for Madison Tower without affecting the

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<u>Family Unit Number</u>	<u>Percentage</u>	<u>Family Unit Number</u>	<u>Percentage</u>
144	.342	843	.226
245	.344	943	.228
345	.346	1043	.229
445	.349	1143	.231
545	.350	1243	.233
645	.352	1343	.235
745	.354	1443	.237
845	.356	1543	.239
945	.358	1643	.241
1045	.360		
1145	.361	242	.261
1245	.364	342	.262
1345	.365	442	.264
1445	.367	542	.266
1545	.369	642	.267
1645	.371	742	.269
1744	.379	842	.271
1843	.382	942	.273
1944	.385	1042	.275
2043	.389	1142	.277
2144	.393	1242	.279
2243	.399	1342	.281
		1442	.283
143	.226	1542	.285
244	.228	1642	.287
344	.230		
444	.231	141	.183
544	.234	241	.185
644	.236	341	.187
744	.237	441	.189
844	.239	541	.191
944	.241	641	.193
1044	.243	741	.195
1144	.245	841	.197
1244	.247	941	.198
1344	.249	1041	.200
1444	.251	1141	.202
1544	.253	1241	.203
1644	.255	1341	.205
		1441	.207
243	.215	1541	.209
343	.216	1641	.211
443	.218		
543	.220	1741	.363
643	.222	1941	.369
743	.224	2141	.383

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<u>Garage Unit Number</u>	<u>Percentage</u>
GU-340	.019
GU-342	.019
GU-346	.019
GU-348	.019
GU-350	.019
GU-352	.019
GU-354	.019
GU-356	.019

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limiting the generality of the foregoing, ordinary maintenance, cleaning, insurance and electrical services. The insurance to be provided by Developer shall be in the form and in the amounts required by the declaration to be obtained by the Association. Developer shall be an additional insured under such policies of insurance and all losses shall be settled exclusively with Developer. For the purpose of carrying out his duties under this agreement with respect to Madison Tower, Developer shall have all of the rights given by the declaration to the Association. Developer shall indemnify and save harmless the Association and each unit owner from any and all common expenses of Madison Tower during the interim period.

4. As compensation to Developer for the services to be provided pursuant to this agreement, no assessments shall be charged against units in Madison Tower owned by Developer, and the Association shall pay to Developer monthly 85 percent of all assessments for common expenses collected by the Association from unit owners in Madison Tower.

5. Developer hereby agrees to indemnify and hold harmless the Association and its members from any and all loss, cost or damage arising out of the management of Madison Tower by Developer.

6. At the end of the term of this agreement, the Association shall be responsible for maintenance and all other services for Madison

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EXHIBIT D

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ownership of the common elements or their use by all unit owners. The owners of units in Phase I and Phase II buildings shall not have any responsibility or obligation with respect to any and all expenses of Madison Tower, the Association shall not have any responsibility or obligation with respect to the management or maintenance or common expenses of Madison Tower and the owner of a unit in Madison Tower shall not have any responsibility or obligation with respect to the common expenses of the Phase I and Phase II buildings except as hereinafter provided. The Association shall be entitled to impose assessments of common expenses and to collect ground rent from owners of units in Madison Tower other than Developer on the basis specified in the Declaration of Unit Ownership for American Plaza Towers. Recognizing that unit owners in Madison Tower become members of the Association upon recording of their deeds, entitled to use of all common elements at present existing, in particular, the recreation building, outdoor swimming pool and both private and public parking areas, the Association shall be entitled to retain 15 percent of maintenance fees collected from unit owners in Madison Tower; this being the estimated portion of Phase I and Phase II maintenance fees allocable to maintenance of such common elements.

3. Developer shall manage and maintain, during the term of this agreement, Madison Tower and shall be responsible for all matters that may be deemed a common expense of Madison Tower, including, without

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Tower and common expenses shall be determined and be payable in accordance with the declaration for the entire project.

7. Developer will emphasize to all purchasers of units, the facts set forth in the lease agreement relating to the opportunity for purchase of the underlying land as of April 1, 1982.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first hereinabove written.

  
E. R. Wieser

AMERICAN PLAZA CONDOMINIUM ASSOCIATION

By \_\_\_\_\_  
Vice Chairman

By \_\_\_\_\_  
Secretary

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<u>Family Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
G-18	2173	\$ 85.49	.349
G-20	1795	70.61	.288
G-30	2010	71.78	.324
103	1434	56.42	.230
102	1378	54.22	.221
101	1640	64.52	.263
203	1373	54.02	.220
202	1636	64.36	.263
201	1243	48.90	.200
206	982	38.64	.158
205	1033	40.64	.166
304	1442	56.74	.232
303	1378	54.22	.221
302	1641	64.56	.264
301	1235	48.58	.198
306	987	38.82	.158
305	1039	40.87	.167
404	1437	56.53	.231
403	1384	54.45	.222
402	1638	64.45	.263
401	1238	48.71	.199
406	991	38.98	.159
405	1041	40.96	.167
504	1443	56.76	.232
503	1385	54.49	.222
502	1644	64.47	.264
501	1244	48.94	.200
506	991	38.98	.159
505	1046	41.16	.168
604	1440	56.65	.231
603	1383	54.40	.222
602	1639	64.47	.263
601	1244	48.94	.200
606	988	38.87	.159
605	1042	41.00	.167
704	1439	56.61	.231
703	1383	54.40	.222
702	1640	64.52	.263
701	1242	48.85	.199
706	984	38.71	.158
705	1040	40.91	.167
804	1438	56.98	.231
803	1381	54.33	.222
802	1639	64.47	.263
801	1244	48.94	.200
806	988	38.87	.159
805	1037	40.80	.166
905	2130	83.80	.342
904	1443	56.76	.232
903	1382	54.37	.222
902	1638	64.45	.263
901	1242	48.85	.199

\* subject to adjustment as provided in the ground lease

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EXHIBIT E

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<u>Garage Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
GU-105	171	\$ 6.72	.027
GU-106	171	6.72	.027
GU-107	171	6.72	.027
GU-108	171	6.72	.027
GU-109	171	6.72	.027
GU-110	171	6.72	.027
GU-111	171	6.72	.027
GU-112	171	6.72	.027
GU-113	171	6.72	.027
GU-114	171	6.72	.027
GU-115	171	6.72	.027
GU-116	200	7.87	.032
GU-117	171	6.72	.027
GU-118	200	7.87	.032
GU-119	171	6.72	.027
GU-120	171	6.72	.027
GU-121	171	6.72	.027
GU-122	171	6.72	.027
GU-123	171	6.72	.027
GU-124	171	6.72	.027
GU-125	171	6.72	.027
GU-126	171	6.72	.027
GU-127	171	6.72	.027
GU-128	171	6.72	.027
GU-129	171	6.72	.027
GU-130	171	6.72	.027
GU-131	171	6.72	.027
GU-132	200	7.87	.032
GU-133	171	6.72	.027
GU-134	200	7.87	.032
GU-135	171	6.72	.027
GU-136	171	6.72	.027
GU-137	171	6.72	.027
GU-138	171	6.72	.027
GU-139	171	6.72	.027
GU-140	171	6.72	.027
GU-142	171	6.72	.027
GU-243	171	6.72	.027
GU-245	171	6.72	.027
GU-247	171	6.72	.027
GU-249	171	6.72	.027
GU-251	171	6.72	.027
GU-253	171	6.72	.027
GU-255	171	6.72	.027
GU-256	171	6.72	.027
GU-257	171	6.72	.027
GU-258	171	6.72	.027
GU-259	171	6.72	.027
GU-260	171	6.72	.027
GU-261	171	6.72	.027
GU-262	171	6.72	.027
GU-263	171	6.72	.027

\* subject to adjustment as provided in the ground lease

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<u>Family Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
1005	2119	\$ 83.36	.341
1004	1460	57.44	.234
1003	1380	54.29	.222
1002	1637	64.40	.263
1001	1244	48.94	.200
1105	2124	83.56	.341
1104	1441	56.69	.231
1103	1388	54.53	.223
1102	1640	64.52	.263
1101	1244	48.94	.200
1205	2123	83.53	.341
1204	1439	58.61	.231
1203	1386	54.53	.223
1202	1639	64.47	.263
1201	1241	48.82	.199
1305	2123	83.51	.341
1304	1448	56.96	.233
1303	1384	54.45	.222
1302	1637	64.48	.263
1301	1243	48.90	.200
1405	2125	83.60	.341
1404	1447	56.92	.232
1403	1407	55.35	.225
1402	1641	64.56	.264
1401	1244	48.94	.200
1504	2120	83.40	.341
1503	1976	77.74	.318
1502	2430	95.60	.391
1501	1243	48.90	.200
1603	2147	84.46	.345
1602	2012	79.15	.323
1601	3672	144.46	.590
1704	2167	85.25	.348
1703	2014	79.22	.324
1702	2469	97.13	.397
1701	1244	48.94	.200
1804	2842	111.81	.457
1803	3240	127.46	.521
1802	4365	171.72	.702
1801	1816	71.44	.292

<u>Garage Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
GU-97	171	6.72	.027
GU-99	171	6.72	.027
GU-100	171	6.72	.027
GU-101	171	6.72	.027
GU-102	171	6.72	.027
GU-103	171	6.72	.027
GU-104	171	6.72	.027

\* subject to adjustment as provided in the ground lease

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<u>Garage Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
GU-400	171	\$ 6.72	.027
GU-402	171	6.72	.027
GU-404	171	6.72	.027
GU-406	171	6.72	.027
GU-408	171	6.72	.027
GU-410	200	7.87	.032
GU-412	200	7.87	.032
GU-414	171	6.72	.027
GU-416	171	6.72	.027
GU-418	171	6.72	.027

<u>Family Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
G-12	2333	91.78	.375
G-22	1681	66.13	.270
G-23	1840	72.39	.296
G-24	1436	56.49	.231
124	1508	59.32	.242
123	1437	56.53	.231
122	1758	69.17	.282
121	1297	51.03	.208
125	1147	45.12	.184
224	1498	58.94	.241
223	1423	55.98	.229
222	1753	68.97	.282
221	1283	50.47	.206
226	956	37.61	.153
225	1217	47.88	.195
324	1511	59.44	.243
323	1430	56.26	.230
322	1753	68.97	.282
321	1283	50.47	.206
326	947	37.25	.152
325	1216	47.84	.195
424	1502	59.10	.241
423	1430	56.26	.230
422	1758	69.17	.282
421	1299	51.10	.209
426	947	37.25	.152
425	1217	47.88	.195
524	1908	59.32	.242
523	1441	56.69	.231
522	1753	68.97	.282
521	1283	50.47	.206
526	947	37.25	.152
525	1208	47.52	.194
624	1508	59.32	.242
623	1430	56.26	.230
622	1753	68.97	.282

\* subject to adjustment as provided in the ground lease

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<u>Garage Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
GU-264	171	\$ 6.72	.027
GU-265	171	6.72	.027
GU-266	171	6.72	.027
GU-267	171	6.72	.027
GU-268	171	6.72	.027
GU-269	171	6.72	.027
GU-270	171	6.72	.027
GU-271	171	6.72	.027
GU-272	200	7.87	.032
GU-273	171	6.72	.027
GU-274	200	7.87	.032
GU-275	171	6.72	.027
GU-276	171	6.72	.027
GU-277	171	6.72	.027
GU-278	171	6.72	.027
GU-279	171	6.72	.027
GU-280	171	6.72	.027
GU-281	171	6.72	.027
GU-282	171	6.72	.027
GU-283	171	6.72	.027
GU-284	171	6.72	.027
GU-285	171	6.72	.027
GU-286	171	6.72	.027
GU-288	200	7.87	.032
GU-290	200	7.87	.032
GU-292	171	6.72	.027
GU-294	171	6.72	.027
GU-296	171	6.72	.027
GU-298	171	6.72	.027
GU-300	171	6.72	.027
GU-302	171	6.72	.027
GU-304	171	6.72	.027
GU-367	171	6.72	.027
GU-369	171	6.72	.027
GU-371	171	6.72	.027
GU-373	171	6.72	.027
GU-375	171	6.72	.027
GU-377	171	6.72	.027
GU-379	171	6.72	.027
GU-381	171	6.72	.027
GU-383	171	6.72	.027
GU-385	171	6.72	.027
GU-387	171	6.72	.027
GU-389	228	8.97	.036
GU-391	171	6.72	.027
GU-393	171	6.72	.027
GU-394	171	6.72	.027
GU-396	171	6.72	.027
GU-398	171	6.72	.027

\*subject to adjustment as provided in the ground lease

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EXHIBIT E

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Family Unit Number	Private Area	Monthly Base Rent *	Percentage
1625	2162	\$ 85.08	.347
1624	1508	59.32	.242
1623	1436	56.49	.231
1622	1756	69.08	.282
1621	1289	50.71	.207
1725	2167	85.25	.348
1724	1508	59.32	.242
1723	1436	56.49	.231
1722	1756	69.08	.282
1721	1289	50.71	.207
1825	2167	85.25	.348
1824	1508	59.32	.242
1823	1436	56.49	.231
1822	1756	69.08	.282
1821	1289	50.71	.207
1925	2167	85.25	.348
1924	1508	59.32	.242
1923	1436	56.49	.231
1922	1756	69.08	.282
1921	1289	50.71	.207
2025	2167	85.25	.348
2024	1511	59.44	.243
2023	1439	56.61	.231
2022	1771	69.67	.285
2021	1301	51.18	.209
2125	2158	84.90	.347
2124	1513	59.52	.243
2123	1441	56.69	.231
2122	1763	69.35	.283
2121	1301	51.18	.209
2225	2167	85.25	.348
2224	1511	59.44	.243
2223	1439	56.61	.231
2222	1810	71.21	.291
2221	1301	51.18	.209
2324	2167	85.25	.348
2323	2050	80.65	.329
2322	2689	105.79	.432
2321	1297	51.03	.206
2424	2167	85.25	.348
2423	2050	80.65	.328
2422	2780	109.36	.447
2421	1286	50.60	.206
2524	2094	82.38	.337
2523	2094	82.38	.337
2522	2773	109.09	.446
2521	1297	51.03	.206
2624	3117	122.63	.501
2623	3614	142.18	.580
2622	3819	150.24	.614
2621	1980	77.89	.318

\* subject to adjustment as provided in the ground lease

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<u>Family</u> <u>Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
821	1286	\$ 50.60	.206
826	947	37.25	.152
825	1216	47.84	.195
724	1508	59.32	.242
723	1430	56.26	.230
722	1758	69.17	.282
721	1283	50.47	.206
726	947	37.25	.152
725	1219	47.95	.196
824	1502	59.10	.241
823	1430	56.26	.230
822	1753	68.97	.283
821	1283	50.47	.206
826	947	37.25	.152
825	1216	47.84	.195
924	1502	59.10	.241
923	1427	56.13	.229
922	1758	69.17	.282
921	1283	50.47	.206
926	947	37.25	.152
925	1221	46.04	.186
1025	2158	84.90	.347
1024	1513	59.52	.243
1023	1430	56.26	.230
1022	1753	68.97	.282
1021	1283	50.47	.206
1124	1518	59.73	.244
1123	1429	56.22	.229
1122	1763	69.35	.283
1121	1292	50.83	.207
1126	950	37.38	.152
1125	1234	48.55	.198
1225	2158	84.90	.347
1224	1502	59.10	.241
1223	1435	56.43	.230
1222	1758	69.17	.282
1221	1301	51.18	.209
1325	2158	84.90	.347
1324	1502	59.10	.241
1323	1435	56.69	.230
1322	1738	68.37	.279
1321	1052	51.70	.211
1424	1501	59.05	.241
1423	1446	58.89	.232
1422	1763	69.35	.283
1421	1283	50.47	.206
1426	950	37.38	.152
1425	1216	47.84	.195
1525	2150	84.97	.347
1524	1501	59.05	.241
1523	1437	56.53	.231
1522	1763	69.35	.283
1521	1283	50.47	.206

\* subject to adjustment as provided in the ground lease

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<u>Garage Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
GU-141	162	\$ 6.38	.025
GU-143	162	6.38	.025
GU-144	162	6.38	.025
GU-145	162	6.38	.025
GU-146	162	6.38	.025
GU-147	162	6.38	.025
GU-148	162	6.38	.025
GU-149	162	6.38	.025
GU-150	162	6.38	.025
GU-151	297	6.38	.025
GU-152	225	11.68	.046
GU-153	162	8.86	.035
GU-154	234	6.38	.025
GU-156	162	9.21	.036
GU-159	162	6.38	.025
GU-160	162	6.38	.025
GU-161	162	6.38	.025
GU-162	162	6.38	.025
GU-163	162	6.38	.025
GU-164	162	6.38	.025
GU-165	162	6.38	.025
GU-166	162	6.38	.025
GU-167	162	6.38	.025
GU-168	162	6.38	.025
GU-169	162	6.38	.025
GU-170	162	6.38	.025
GU-171	162	6.38	.025
GU-172	162	6.38	.025
GU-173	162	6.38	.025
GU-175	162	6.38	.025
GU-207	162	6.38	.025
GU-209	162	6.38	.025
GU-211	162	6.38	.025
GU-213	162	6.38	.025
GU-215	162	6.38	.025
GU-217	162	6.38	.025
GU-219	162	6.38	.025
GU-220	162	6.38	.025
GU-221	162	6.38	.025
GU-222	162	6.38	.025
GU-223	162	6.38	.025
GU-224	162	6.38	.025
GU-226	162	6.38	.025
GU-228	162	6.38	.025
GU-230	162	6.38	.025
GU-231	162	6.38	.025
GU-232	162	6.38	.025
GU-233	162	6.38	.025
GU-234	162	6.38	.025
GU-235	162	6.38	.025
GU-236	162	6.38	.025

\* subject to adjustment as provided in the ground lease

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<u>Garage Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
GU-237	162	\$ 6.38	.025
GU-238	162	6.38	.025
GU-239	162	6.38	.025
GU-240	162	6.38	.025
GU-241	162	6.38	.025
GU-242	162	6.38	.025
GU-244	162	6.38	.025
GU-246	162	6.38	.025
GU-248	162	6.38	.025
GU-250	162	6.38	.025
GU-252	162	6.38	.025
GU-254	162	6.38	.025
GU-287	162	6.38	.025
GU-289	162	6.38	.025
GU-291	162	6.38	.025
GU-293	162	6.38	.025
GU-295	162	6.38	.025
GU-297	162	6.38	.025
GU-305	162	6.38	.025
GU-306	162	6.38	.025
GU-307	162	6.38	.025
GU-308	162	6.38	.025
GU-309	162	6.38	.025
GU-310	162	6.38	.025
GU-311	162	6.38	.025
GU-312	162	6.38	.025
GU-313	162	6.38	.025
GU-314	162	6.38	.025
GU-315	162	6.38	.025
GU-317	162	6.38	.025
GU-319	162	6.38	.025
GU-320	234	9.21	.025
GU-321	162	6.38	.025
GU-322	162	6.38	.025
GU-324	162	6.38	.025
GU-326	162	6.38	.025
GU-328	162	6.38	.025
GU-330	162	6.38	.025
GU-331	162	6.38	.025
GU-332	162	6.38	.025
GU-333	162	6.38	.025
GU-334	162	6.38	.025
GU-335	162	6.38	.025
GU-336	162	6.38	.025
GU-337	162	6.38	.025
GU-339	162	6.38	.025
GU-341	162	6.38	.025
GU-343	162	6.38	.025
GU-345	162	6.38	.025
GU-347	162	6.38	.025
GU-355	162	6.38	.025
GU-357	162	6.38	.025

\* subject to adjustment as provided in the ground lease

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<u>Garage Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
GU-0	252	\$ 9.91	.040
GU-1	162	6.38	.025
GU-2	162	6.38	.025
GU-3	162	6.38	.025
GU-4	162	6.38	.025
GU-5	162	6.38	.025
GU-6	162	6.38	.025
GU-7	162	6.38	.025
GU-8	162	6.38	.025
GU-9	162	6.38	.025
GU-10	162	6.38	.025
GU-11	162	6.38	.025
GU-12	162	6.38	.025
GU-13	162	6.38	.025
GU-14	162	6.38	.025
GU-15	162	6.38	.025
GU-17	162	6.38	.025
GU-19	162	6.38	.025
GU-21	162	6.38	.025
GU-23	162	6.38	.025
GU-64	162	6.38	.025
GU-66	162	6.38	.025
GU-67	162	6.38	.025
GU-68	162	6.38	.025
GU-69	162	6.38	.025
GU-70	162	6.38	.025
GU-71	162	6.38	.025
GU-72	162	6.38	.025
GU-73	162	6.38	.025
GU-74	162	6.38	.025
GU-75	162	6.38	.025
GU-76	162	6.38	.025
GU-77	162	6.38	.025
GU-78	162	6.38	.025
GU-79	162	6.38	.025
GU-80	162	6.38	.025
GU-81	162	6.38	.025
GU-82	162	6.38	.025
GU-83	162	6.38	.025
GU-84	162	6.38	.025
GU-85	162	6.38	.025
GU-86	162	6.38	.025
GU-87	162	6.38	.025
GU-88	162	6.38	.025
GU-89	162	6.38	.025
GU-90	162	6.38	.025
GU-91	162	6.38	.025
GU-92	162	6.38	.025
GU-93	162	6.38	.025
GU-94	162	6.38	.025
GU-95	162	6.38	.025
GU-96	162	6.38	.025
GU-98	162	6.38	.025

\* subject to adjustment as provided in the ground lease

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EXHIBIT E

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Family Unit Number	Private Area	Monthly Base Rent *	Percentage
444	1715	\$ 67.47	.275
544	1715	67.47	.275
644	1715	67.47	.275
744	1715	67.47	.275
844	1715	67.47	.275
944	1715	67.47	.275
1044	1715	67.47	.275
1144	1715	67.47	.275
1244	1715	67.47	.275
1344	1715	67.47	.275
1444	1715	67.47	.275
1544	1715	67.47	.275
1844	1715	67.47	.275
G-43	2171	83.41	.347
243	1445	56.85	.231
343	1445	56.85	.231
443	1445	56.85	.231
543	1445	56.85	.231
643	1445	56.85	.231
743	1445	56.85	.231
843	1445	56.85	.231
943	1445	56.85	.231
1043	1445	56.85	.231
1143	1445	56.85	.231
1243	1445	56.85	.231
1343	1445	56.85	.231
1443	1445	56.85	.231
1543	1445	56.85	.231
1643	1445	56.85	.231
G-42	2067	81.32	.329
142	1888	65.62	.264
242	1755	69.04	.281
342	1755	69.04	.281
442	1755	69.04	.281
542	1755	69.04	.281
642	1755	69.04	.281
742	1755	69.04	.281
842	1755	69.04	.281
942	1755	69.04	.281
1042	1755	69.04	.281
1142	1755	69.04	.281
1242	1755	69.04	.281
1342	1755	69.04	.281
1442	1755	69.04	.281
1542	1755	69.04	.281
1642	1755	69.04	.281
G-41	1778	69.95	.284
141	1519	59.60	.243
241	1293	50.87	.206
341	1293	50.87	.206

\* subject to adjustment as provided in the ground lease

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<u>Garage Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
GU-358	162	\$ 6.38	.025
GU-359	162	6.38	.025
GU-360	162	6.38	.025
GU-361	162	6.38	.025
GU-362	162	6.38	.025
GU-363	162	6.38	.025
GU-364	162	6.38	.025
GU-365	162	6.38	.025
GU-366	162	6.38	.025
GU-368	162	6.38	.025
GU-370	162	6.38	.025
GU-372	162	6.38	.025
GU-374	162	6.38	.025
GU-376	162	6.38	.025
GU-378	162	6.38	.025
GU-380	162	6.38	.025
GU-382	162	6.38	.025
GU-384	162	6.38	.025
GU-386	162	6.38	.025
GU-388	162	6.38	.025
GU-390	162	6.38	.025
GU-392	162	6.38	.025

<u>Family Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
144	2296	90.32	.367
245	2215	87.14	.354
345	2215	87.14	.354
445	2215	87.14	.354
545	2215	87.14	.354
645	2215	87.14	.354
745	2215	87.14	.354
845	2215	87.14	.354
945	2215	87.14	.354
1045	2215	87.14	.354
1145	2215	87.14	.354
1245	2215	87.14	.354
1345	2215	87.14	.354
1445	2215	87.14	.354
1545	2215	87.14	.354
1645	2215	87.14	.354
1744	2215	87.14	.354
1843	2215	87.14	.354
1944	2215	87.14	.354
2043	2215	87.14	.354
2144	2215	87.14	.354
2243	2215	87.14	.354
G-44	1713	87.39	.272
143	1715	87.47	.275
244	1715	87.47	.275
344	1715	87.47	.275

\* subject to adjustment as provided in the ground lease

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EXHIBIT B

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<u>Garage Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
GU-50	162	6.38	.025
GU-52	162	6.38	.025
GU-54	171	6.72	.027
GU-55	198	7.79	.031
GU-56	171	6.72	.027
GU-57	162	6.38	.025
GU-58	171	6.72	.027
GU-59	162	6.38	.025
GU-60	147.2	5.79	.022
GU-61	152	5.98	.024
GU-62	112	4.40	.018
GU-63	152	5.98	.024
GU-65	152	5.98	.024
GU-174	156.3	6.15	.025
GU-176	160.2	6.30	.025
GU-177	135	5.31	.021
GU-178	146.7	5.77	.022
GU-179	135	5.31	.021
GU-181	135	5.31	.021
GU-183	162	6.38	.025
GU-185	162	6.38	.025
GU-187	162	6.38	.025
GU-188	100	3.93	.016
GU-189	162	6.38	.025
GU-190	139.5	5.49	.021
GU-191	162	6.38	.025
GU-192	162	6.38	.025
GU-193	162	6.38	.025
GU-194	162	6.38	.025
GU-195	162	6.38	.025
GU-196	196.2	7.72	.030
GU-197	162	6.38	.025
GU-198	162	6.38	.025
GU-199	162	6.38	.025
GU-200	162	6.38	.025
GU-201	135	5.31	.021
GU-202	162	6.38	.025
GU-203	135	5.31	.021
GU-204	162	6.38	.025
GU-205	135	5.31	.021
GU-206	162	6.38	.025
GU-208	162	6.38	.025
GU-210	162	6.38	.025
GU-212	174.6	6.67	.027
GU-214	162	6.38	.025
GU-216	152	5.98	.024
GU-218	130	4.72	.017

\* subject to adjustment as provided in the ground lease

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2-27-01

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Family Unit Number	Private Area	Monthly Base Rent *	Percentage
441	1293	\$ 50.87	.206
541	1293	50.87	.206
641	1293	50.87	.206
741	1293	50.87	.206
841	1293	50.87	.206
941	1293	50.87	.206
1041	1293	50.87	.206
1141	1293	50.87	.206
1241	1293	50.87	.206
1341	1293	50.87	.206
1441	1293	50.87	.206
1541	1293	50.87	.206
1641	1293	50.87	.206
1741	2587	101.77	.414
1941	2587	101.77	.414
2141	2587	101.77	.414
1743	2121	83.44	.339
1842	2121	83.44	.339
1943	2121	83.44	.339
2042	2121	83.44	.339
2143	2121	83.44	.339
2242	2121	83.44	.339
1841	2739	107.75	.437
1942	2739	107.75	.437
2041	2739	107.75	.437
2142	2739	107.75	.437
2241	2739	107.75	.437
1742	2739	107.75	.437

Garage Unit Number	Private Area	Monthly Base Rent *	Percentage
GU-25	148	\$ 5.82	.022
GU-27	148	5.82	.022
GU-29	148	5.82	.022
GU-32	94	3.70	.014
GU-33	162	6.38	.025
GU-34	130.5	5.13	.021
GU-35	162	6.38	.025
GU-36	162	6.38	.025
GU-37	162	6.38	.025
GU-38	162	6.38	.025
GU-39	162	6.38	.025
GU-40	162	6.38	.025
GU-41	162	6.38	.025
GU-42	162	6.38	.025
GU-43	162	6.38	.025
GU-44	162	6.38	.025
GU-45	171	6.72	.027
GU-46	162	6.38	.025
GU-48	162	6.38	.025

\* subject to adjustment as provided in the ground lease

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<u>Garage</u> <u>Unit Number</u>	<u>Private Area</u>	<u>Monthly Base Rent *</u>	<u>Percentage</u>
GU-323	135	5.31	.021
GU-325	135	5.31	.021
GU-327	135	5.31	.021
GU-338	144	5.66	.022
GU-340	148.5	5.84	.022
GU-342	135	5.31	.021
GU-346	131.4	5.17	.021
GU-348	135	5.31	.021
GU-350	135	5.31	.021
GU-352	162	6.38	.025
GU-354	162	6.38	.025
GU-356	171	6.72	.027

\* subject to adjustment as provided in the ground lease

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EXHIBIT B

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FEB 27 1981

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FORM 1506 (REV. 8-82)

14818

STATE OF OREGON  
Multnomah County

990 FEB 27 PM 3:10  
RECORDING SECTION  
MULTNOMAH CO. OREGON

TSAC

*S. H. [Signature]*

71 53 10

REMOVED:  
Vancouver - National 1775 St  
400 S. W. 5th Ave  
Portland, OR 97204  
ATTN: Sue Rosehouse

FEB 27 1981

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