

3302

REAL ESTATE PURCHASE CONTRACT

DATE:

SELLER:

Bortha M. Forbes, Frances E. Turner,
Robert L. Forbes and Mary G. Forbes,
not as tenants in common, but with the
right of survivorship.

BUYER:

Dennis Branin and Jeannie Branin,
husband and wife.

PROPERTY:

Lots One (1), Two (2), Ten (10), Eleven (11)
and Twelve (12) in Block Ten (10) of RIVERSIDE,
City of Bend, Deschutes County, Oregon. EXCEPT
that portion of said lots One (1) and Two (2)
described as follows:

Beginning at a point which is the most South-
westerly point of Lot Two (2), being further
identified as the Northeast corner of Vail and
Division Streets; thence East along the South
line of said Lots One (1) and Two (2) a dis-
tance of Seventy (70) feet to a point; thence
North Fifty (50) feet to a point; thence West
on a line parallel with the South line of said
Lots One (1) and Two (2) a distance of Sixty-
three (63) feet to a point on the Northwesterly
boundary of said Lot Two (2) thence Southwest
along said boundary line a distance of Twenty-
nine (29) feet to the Northwest corner of said
Lot Two (2); thence Southeast along the South-
westerly boundary of said Lot Two (2); to the
point of beginning.

PURCHASE PRICE:

THIRTY THOUSAND DOLLARS (\$30,000.00)

DOWN PAYMENT:

TEN THOUSAND DOLLARS (\$10,000.00)

Seller agrees to sell and Buyer agrees to purchase
the above described property upon the following terms and
conditions:

1. Payment of Purchase Price: \$10,000.00 of the
purchase price was paid by Buyer to Seller as a down payment,
receipt of which is hereby acknowledged by Seller. The
balance of \$20,000.00, together with interest at the rate

of 7 1/2 per annum, shall be payable as follows: \$185.42, including interest, on the 10th day of August and \$185.42, including interest, on the 10th day of each month thereafter until the entire principal balance together with interest is paid in full. Interest shall begin to run from July 1, 1971. Interest shall be computed at all times upon the unpaid principal balance of this contract and each monthly payment shall be credited first to interest and second to principal. Buyer agrees to make payments under this contract as designated by Bertha M. Forbes.

2. Taxes: Buyer shall be responsible for the annual general property tax and all special assessments on the real property and all personal property located on the premises. Real property taxes shall be pro-rated for the current year to date of closing. Buyer agrees to pay when due all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may hereafter be lawfully imposed upon the premises. In the event buyer fails to pay, when due, any amounts required hereunder, Seller may, at his option, pay any or all of such amounts. Any sums paid hereunder by Seller shall be added to the purchase price of the property on the date paid and such amounts shall bear interest at the same rate as provided above.

3. Possession and Maintenance: Buyer shall be entitled to possession of the premises on the date of closing and shall be entitled to remain in possession so long as there is no default on the part of the Buyer in carrying out the terms of this agreement. The Buyer shall maintain the

premises and improvements thereon in good condition, ordinary wear and tear excepted. The Buyer shall not commit waste or suffer any person to commit waste on the premises.

4. Prepayment Privilege: Buyer shall have the privilege, without penalty, of increasing any monthly payment or prepaying the whole consideration at any time.

Additional payments shall not be credited as regular future payments and shall not excuse payment of monthly installments as provided herein.

5. Covenant of Title: Seller covenants that he is the owner of the above described property free and clear of all liens and encumbrances except covenants, conditions, restrictions and easements, including the terms and provisions thereof, as contained in the deed from Bertha M. Forbes to Florence E. Forbes, recorded October 4, 1963, in Volume 136, Page 548, Deed Records of Deschutes County, Oregon.

6. Title Insurance: Seller shall furnish at his expense a purchaser's title insurance policy in the amount of \$30,000.00 as soon as practicable from the date hereof insuring the Buyer against loss or damage sustained by him by reason of the unmarketability of Seller's title or liens or encumbrances thereon excepting matters contained in usual printed exceptions in such title insurance policies and exceptions set forth in this agreement.

7. Buyer's Deed: Seller shall furnish to Buyer upon date of final payment by Buyer under this contract a good and sufficient warranty deed subject only to the exceptions contained in this agreement and any liens and encum-

branches placed upon the premises by Buyer or suffered by Buyer.

8. Costs: Seller shall pay for the title insurance policy and Buyer shall pay for the recording of the warranty deed when delivered to Buyer at the time of final payment by Buyer under this contract.

9. Buyer's Inspection: Buyer certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the premises and opinion of the value thereof and that no representations as to the premises have been made by Seller or any agent of Seller.

10. Insurance: The Buyer shall pay for and maintain insurance on all structures located on the premises, insuring against loss by fire, hail, wind, or other hazards commonly included within "extended coverage". The amount of insurance carried on the structures shall not be less than the contract balance or full insurable value, whichever is greater. This insurance shall be in the name of the Seller with the loss payable directly to either endorsement making the proceeds payable to the Seller and the Buyer as their respective interests may appear.

11. Additional Property: It is understood and agreed that Seller shall remove any and all rocks on the premises and inventory of the museum prior to July 1, 1973. After July 1, 1973, any rocks or inventory left in the museum shall become the property of Buyer.

12. Removal of Improvements: No improvements placed on the property shall be removed before this contract is paid

in full.

13. Seller's Remedies: Time is of the essence of this contract and in the event that Buyer shall fail to perform any of the terms of this agreement, Seller shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

- (a) To foreclose this contract by strict foreclosure in equity.
- (b) To declare the full unpaid balance of the purchase price immediately due and payable.
- (c) To specifically enforce the terms of this agreement by suit in equity.
- (d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment heretofore made upon said premises. Under this option all of the right, title and interest of Buyer shall revert and re-vest in Seller without any act of re-entry or without any other act by Seller to be performed, and Buyer agrees to peacefully surrender the premises to Seller, or if he fails to do so, Buyer may, at the option of Seller, be treated as a tenant hold-over and may be removed as such.

Buyer shall be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Seller to Buyer and Buyer shall have failed to remedy said default within thirty (30) days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Buyer at: _____.

If Buyer shall fail to make payment as herein provided and said failure shall continue for more than thirty (30) days after the payment becomes due, Buyer shall be deemed in default and Seller shall not be obligated to give notice to Buyer of a declaration of said default.

14. Payment of Court Costs: If a suit or action is instituted to enforce any of the provisions of this contract, the prevailing party shall be entitled to such sums as the Court may adjudge reasonable as attorney's fees in said suit or action in any court including any appellate court, in addition to costs and disbursements provided by statute. The prevailing party shall also recover cost of title report.

15. Waiver of Breach of Contract: The parties agree that failure by either party at any time to require performance of any provision of this contract shall in no way affect the right to enforce that provision or be held as a waiver of any subsequent breach of any such provision.

16. Assignments: Buyer shall not sell or assign Buyer's interest in this contract or the property herein contracted to be sold without the written consent of Seller, provided, however, the consent of Seller shall not be unreasonably withheld.

This agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties.

In construing this contract and where the context so requires, the singular includes the plural.

197 246

EXECUTED IN TRIPLICATE this 10 day of

July, 1973.

SELLERS:

Bertie M. Forbes
Bertie M. Forbes

Frances E. Turner
Frances E. Turner

Robert L. Forbes
Robert L. Forbes

Mary G. Forbes
Mary G. Forbes

BUYERS:

Dennis Branin
Dennis Branin

Jeannie Branin
Jeannie Branin

STATE OF OREGON }
County of Deschutes } ss.

Personally appeared the above named BERTHA M. FORBES and acknowledged the foregoing instrument to be her voluntary act. Before me:

Mary Ann Rowe
Notary Public for Oregon
My Commission Expires April 29, 1975

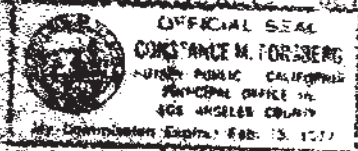
STATE OF Oregon }
County of Deschutes } ss.

Personally appeared the above named FRANCES E. TURNER and acknowledged the foregoing instrument to be her voluntary act. Before me:

Mary Ann Rowe
Notary Public for Oregon
My Commission Expires April 29, 1975

STATE OF California }
County of San Diego } ss.

Personally appeared the above named ROBERT L. FORBES and acknowledged the foregoing instrument to be his voluntary act. Before me:



Constance M. Forberg
Notary Public for California
My Commission Expires Feb. 13, 1977

STATE OF Oregon }
County of Deschutes } ss.

Personally appeared the above named MARY G. FORBES and acknowledged the foregoing instrument to be her voluntary act. Before me:

Mary Ann Rowe
Notary Public for Oregon
My Commission Expires April 29, 1975

at 197-259

STATE OF OREGON

County of Deschutes

Personally appeared the above named DENNIS BRANIN
and JEANNE BRANIN, husband and wife, and acknowledged the
foregoing instrument to be their voluntary act. Before me:

Margaret R. Rice
Notary Public for Oregon
My Commission Expires April 29 1975

3902

INDEX

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record

the 13 day of July A.D. 1975

at 2:15 P.M. and recorded

in Book 197 on Page 242 Records

ROSEMARY PATTER, JR.

County Clerk

By *Ann L. Lathrop* Deputy

4179

SUNRIVER DECLARATION ESTABLISHING

ABBOT HOUSE

AND

ANNEXING ABBOT HOUSE

TO

MEADOW VILLAGE

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OF

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AND ANNEXING ABBOT HOUSE TO MEADOW VILLAGE

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**SUNRIVER DECLARATION ESTABLISHING ABBOT HOUSE
AND ANNEXING ABBOT HOUSE TO MEADOW VILLAGE**

and subjecting property therein to certain covenants, restrictions, assessments, fines, and penalties.

By instrument dated June 20, 1968 and recorded on June 20, 1968 in Volume 159 of the Records of Deeds of Deschutes County, Oregon, at Page 198 SUNRIVER PROPERTIES, INC., an Oregon corporation, "the Developer," has established the Plan of Sunriver.

The Plan of Sunriver contemplates that Developer will organize within Sunriver a number of residential areas, each of which will consist of a separate "village." Each village is to have its own development plan and own restrictions as to the use of private areas within the village.

Developer has determined upon a development plan for a village within Sunriver to be known as "Meadow Village." The plan contemplates that Meadow Village will be a community with diverse types of dwelling arrangements. Homes within Meadow Village will be attractive either for permanent residence or for recreational use. Owners of homes within Meadow Village will have available common areas within Meadow Village for their use along with residents of Sunriver as set forth in the Plan of Sunriver.

Developer proposes to establish and maintain a high standard for the improvement of private areas within Meadow Village to the end that property within Meadow Village will have a maximum value for those who acquire it and will not deteriorate in value.

Developer plans to subject to the Plan of Sunriver the areas which will eventually constitute all of Meadow Village in several stages. By instrument dated June 20, 1968, entitled "Sunriver Declaration Establishing Meadow Village - Area 1," Developer subjected to the Plan of Sunriver the initial area which is to constitute part of Meadow Village. Such declaration was recorded on June 20, 1968 in Volume 159 of the Records of Deeds of Deschutes County, Oregon, at Page 437. Such declaration provided that additional areas might be annexed to Meadow Village by virtue of a Sunriver declaration.

Developer owns certain real property in Deschutes County, Oregon, which is improved with a multiple occupancy building which consists of 20 single family dwelling units. The real property together with the multiple occupancy building is commonly known as "Abbot House." Developer now wishes to subject

Abbot House to the Plan of Sunriver, to annex such property to Meadow Village and to make provision for the conditions upon which private areas within such property may be used.

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

SECTION 1

Definitions

When used herein the following terms shall have the following meanings:

1.1 Incorporation by Reference. Each of the terms defined in Section 1 of the Plan of Sunriver shall have the meaning set forth in such Section 1. Each of the terms defined in Section 1 of the Sunriver Declaration Establishing Meadow Village - Area 1 shall have the meanings set forth in such Section 1.

1.2 "Abbot House" shall mean the area described on Exhibit A attached hereto.

1.3 "Sunriver Declaration Establishing Meadow Village - Area 1" shall mean that certain document bearing such title dated June 20, 1968, recorded on June 20, 1968 in Volume 159 of the Records of Deeds of Deschutes County, Oregon, at Page 237.

1.4 "The Project" shall mean Abbot House.

SECTION 2

Subjection of Abbot House to Plan of Sunriver, Annexation to Meadow Village and Declaration as to Restrictions as to Use of Private Areas

2.1 Plan of Sunriver. Pursuant to Section 2.1 of the Plan of Sunriver, Developer does hereby declare that Abbot House shall be subject to the Plan of Sunriver on the following terms and conditions:

(a) The property described as Parcel II on Exhibit A attached hereto shall constitute a private way within the meaning of Section 1.13 of the Plan of Sunriver.

(b) The property described as Parcel I on Exhibit A attached hereto shall constitute a private area within the meaning of Section 1.11 of the Plan of Sunriver.

2.2 Annexation to Meadow Village. Developer hereby declares that Abbot House shall be a part of that certain village known as Meadow Village referred to in the Sunriver Declaration Establishing Meadow Village - Area 1. Abbot House accordingly is hereby annexed to Meadow Village.

2.3 Declaration of Restrictions. The covenants and restrictions set forth in Sections 4 through 8, inclusive, of the Sunriver Declaration Establishing Meadow Village - Area 1 shall not be applicable within the Project except to the extent that they are restated in this instrument. All private areas within the Project are held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions made in this instrument, the Plan of Sunriver, and the Sunriver Declaration Establishing Meadow Village - Area 1.

SECTION 3

Provisions Affecting Construction and Alterations of Improvements in Private Areas

No person shall construct or reconstruct any improvement or alter or refinish the exterior of any improvement within any private area in the Project, make any excavation or fill in such area, make any change in the natural or existing surface drainage in such area or install a utility line, outside antenna or other outside wire in such area unless such person has first obtained the consent thereto of the Design Committee.

SECTION 4

General Provisions for and Restrictions on Use of Private Areas

4.1 Maintenance of Improvements. Improvements within the Project shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

4.2 Residential Use. No unit within the Project shall be occupied by more than one family, its servants and guests. At no time shall any building other than single or multiple family dwelling structures be constructed on the Project.

4.3 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clotheslines and other service facilities located within the Project shall be screened from view from common areas and private ways in Sunriver in a manner approved by the Design Committee. All grounds and parking areas shall be maintained in a neat and attractive condition.

4.4. Signs. No signs shall be placed or kept within the Project other than signs stating the name of the occupant, the address of the unit or the Project, and the name of the Project, except that in the event that a unit owner wishes to advertise his unit for sale, rent or lease he may do so provided that he shall use for the purpose a sign provided by or approved by the Administrator of Sunriver.

4.5. Offensive Activities. No offensive activity shall be carried on in any unit or any other portion of the private area, nor shall anything be done or placed thereon which interferes with or jeopardizes the enjoyment of other units within the Project or within the portion of the private area within the Project which will not constitute part of a unit.

SECTION 5

Uses Prohibited Without Design Committee Consent

Unless the consent of the Design Committee has first been obtained none of the following shall be done within any portion of the private area within the Project:

(a) No trailer, truck camper, boat or boat trailer shall be parked on any portion of such private area, including the parking lots and carperts, except on a temporary basis.

(b) No exterior lighting or noise-making devices shall be installed or maintained on a unit or in any other portion of such private area.

(c) No trees, shrubs or other vegetation shall be removed from such private area and no trees, shrubs or other vegetation shall be placed thereon.

SECTION 6

Uses Prohibited Without Consent of the Administrator

Except with the consent of the Administrator of Sunriver, no part of the private areas within the Project shall be used in any of the following ways:

(a) No trailer, truck camper, boat or boat trailer shall be placed or kept on any part of such private area, including the parking lots and carperts, for temporary periods of time.

(b) No domestic animals of any kind shall be raised, kept or permitted on a unit or on any portion of such private

and other than a reasonable number which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance to residents within the Project.

(2) No commercial activities of any kind shall be carried on in any unit or in any other portion of such private area, except that this restriction shall not prevent operation of the Project for apartment rental purposes or development and sale of residential units therein.

(3) No exterior fires shall be permitted within such private area other than barbeque or trash disposal fires contained within receptacles therefor.

The Administrator may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted which shall become part of the Sunriver Rules and Regulations.

SECTION 7

Design Committee Consent

In all cases in which Design Committee consent is required hereunder the following provisions together with provisions contained in the Plan of Sunriver shall apply:

7.1 Work by Unit Owners. In case any unit owner wishes to do any work on his unit with respect to which Design Committee consent is required the unit owner shall submit to the Design Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Design Committee shall render its decisions with respect to the proposal as quickly as is reasonably possible, but in no event later than seven days after it has received all material required by it with respect thereto.

7.2 Work by Project Owner or Association of Unit Owners. In case the Project owner or any association of unit owners organized pursuant to the Oregon Unit Ownership Law shall desire to perform work within the Project for which Design Committee consent is required, such entity shall submit to the Design Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Design Committee shall render its decision with respect to the proposal within 30 days after it has received all material required by it with respect thereto.

7.3 Design Committee Discretion. The Design Committee may at its discretion withhold consent with respect to any proposed work if the Committee finds that the proposed work would

be inappropriate for the particular unit or incompatible with the high design standards that the Developer intends for Meadow Village. Considerations such as color, design, size, effect on the enjoyment of unit owners within the Project, disturbance of existing terrain and vegetation and any other factors which the Design Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposed work.

7.4 Design Committee's Failure to Act. In the event the Design Committee fails to render its decision with respect to any proposed work within the time limits set forth above, the Committee shall conclusively be deemed to have consented to the proposal.

7.5 Effective Period of Consent. Design Committee consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the applicant has applied for and received an extension of time from the Design Committee.

SECTION 8

Miscellaneous

8.1 Amendment and Repeal. With the consent of the Administrator of Sunriver any provisions of this Sunriver Declaration may be amended or repealed or any provisions may be added by either of the methods described in Section 12.1 of the Sunriver Declaration Establishing Meadow Village - ~~Annex 1.~~

Any amendment or repeal of a provision of this Sunriver Declaration or additional provision shall become effective only upon the filing in the records of deeds of Deschutes County, Oregon, of a certificate of the secretary or assistant secretary of the Administrator of Sunriver setting forth in full the amendment, amendments, additional provision or repeal approved as provided in this Section and certifying that said amendment, amendments, additional provision or repeal have been approved in the manner required therefor herein.

8.2 Duration. The covenants and provisions contained in Sections 3 through 7 hereof shall run with the land affected thereby and shall be and remain in full force and effect at all times with respect to all property included within the Project and the unit owners thereof for an initial period of 45 years commencing upon June 20, 1968. Thereafter such provisions and covenants shall continue to run with the land and be and remain in full force and effect at all times with respect to all property in the Project affected thereby and the owners thereof for

...and additional periods of ten years each. The continuation from one initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice or consent whatsoever, provided, however, that such continuance and covenants may be terminated at the end of the term of any individual period by either of the methods provided in Section 5.1 of this agreement, repeal or addition of a provision to this Survivor Declaration. Any such termination shall become effective upon the filing in the records of deeds of the County of Marion, Oregon, of a certificate of the secretary of the State of the Administrator of Survivor certifying that a termination or a specified termination date has been approved by the members required hereof herein not less than one year prior to the intended termination date.

Construction; Severability; Misco; Captions. This Survivor Declaration shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs of this Declaration. Nevertheless, each provision of this Survivor Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of this or any other provision.

As used herein the singular shall include the plural, and the plural the singular. The masculine and neuter shall include the masculine, feminine and neuter, as the context may require. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Survivor Declaration.

IN WITNESS WHEREOF Survivor Properties, Inc., has executed this Declaration as of this 13th day of July, 1973.

SUNRIVER PROPERTIES, INC.

By Charles D. Allie
Charles D. Allie, President

John C. Kelly
Secretary

STATE OF OREGON)

) ss.

County of Deschutes)

On this 18th day of July, 1973, personally appeared before me John O. Hoff, who, being duly sworn, he said and say that he is the executing of SUNRIVER Properties, 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.

Barbara B. Boyer
 Notary Public for Oregon
 My commission expires: 7/11/77

EXHIBIT A

Legal Description of Abbot HousePARCEL I - Private Area

A tract of land lying in the Northwest quarter of Section 5, Township 20 South, Range 11 East of Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Northeast corner of said Section 5; thence South $89^{\circ}10'19''$ West along the North line of said Section 2652.33 feet to the North quarter corner of said Section; thence South $12^{\circ}34'49''$ West 1675.76 feet to the point of beginning; thence South $16^{\circ}20'10''$ West 245 feet; thence South $73^{\circ}39'50''$ East 105.72 feet; thence North $16^{\circ}20'10''$ East 245 feet; thence North $73^{\circ}39'50''$ West 105.72 feet to the point of beginning.

PARCEL II - Private Way

A strip of land 40 feet in width having 20 feet on either side of the following described centerline:

Commencing at the Northwest corner of Section 5, Township 20 South, Range 11 East, Willamette Meridian; thence South $89^{\circ}10'19''$ West along the North line of said Section 2652.33 feet to the North quarter corner of said Section; thence South $12^{\circ}34'49''$ West 1675.76 feet; thence South $73^{\circ}39'50''$ East 125.72 feet to the point of beginning; thence South $16^{\circ}20'10''$ West 245 feet; thence South $24^{\circ}24'53''$ West 129.68 feet; thence South $56^{\circ}57'59''$ East 98.54 feet; thence South $85^{\circ}33'56''$ East 83.87 feet; thence South $48^{\circ}39'7''$ East 105.76 feet; thence South $84^{\circ}58'42''$ East 67.93 feet; thence North $65^{\circ}12'44''$ East 71.89 feet; thence South $40^{\circ}11'10''$ East 67.69 feet; thence South $13^{\circ}50'6''$ West 49.32 feet to the North right of way of Abbot Drive as platted in Meadow Village, the terminus of the above-described strip, being North $73^{\circ}39'55''$ East along the North right of way of Abbot Drive 1668.16 feet from the intersection of the centerline of Center Drive and the North right of way of Abbot Drive as platted in Meadow Village.

RECORD BOOK OF DEEDS

1937

Witnessed by _____
and _____

_____ of the County of _____
State of _____ do hereby certify that the within instrument
of _____ was received in _____
_____ day of _____ A.D. 1937
at _____ o'clock _____ and recorded
in Book _____ Page _____ Records
of _____

INDEX

3179

STATE OF OREGON

County of _____

I hereby certify that the within instrument
of _____ was received in _____
_____ day of _____ A.D. 1937
at _____ o'clock _____ and recorded
in Book _____ Page _____ Records
of _____

ROSEMARY PATTERSON

County Clerk

By _____ Deputy

Declaration of Unit Ownership of Abbot House
A Condominium

THIS DECLARATION, made this 28th day of September, 1973, by JIM M. VICKERY, 1243 Edgewater, N.W. City of Salem, Polk County, Oregon, and WILLIAM J. SLATER, 2615 NW Princess, City of Corvallis, Benton County, Oregon, hereinafter called "Declarants",

WHEREAS, by instrument dated June 20, 1968, and recorded June 20, 1968, in Volume 159 of the Record of Deeds, Deschutes County, Oregon, at Page 198, Sunriver Properties, Inc., an Oregon corporation, has established the Plan of Sunriver; and

WHEREAS, by instrument dated June 20, 1968, entitled "Sunriver Declaration Establishing Meadow Village-Area 1", Sunriver Properties, Inc., an Oregon corporation, subjected to the Plan of Sunriver the initial area constituting part of Meadow Village, which declaration was recorded on June 20, 1968, in Volume 159, Record of Deeds, Deschutes County, Oregon, at Page 237, said declaration providing that additional areas might be annexed to Meadow Village by virtue of a Sunriver declaration; and

WHEREAS by instrument dated July 18, 1973, entitled "Sunriver Declaration Establishing Abbot House and Annexing Abbot House to Meadow Village", which declaration was recorded on July 18, 1973, as Reception No. 4179, Deed Records of Deschutes County, Oregon, Sunriver Properties, Inc., an Oregon corporation, subjected certain real property, together with the multiple occupancy building located thereon, said property and building commonly known as "Abbot House", to the plan of Sunriver, annexed such property to Meadow Village, and made provision for the conditions upon which private areas within such property may be used; and

WHEREAS, Declarants are the owners of the real property situated in the County of Deschutes, State of Oregon, hereinbefore referred to as "Abbot House", and more fully described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, Declarants desire to submit such real property, together with the present buildings and improvements located thereon and any buildings and improvements hereafter constructed thereon, to the provisions of the Oregon Unit Ownership Law, ORS 91.505 et seq., and further desire to subject such property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of such property and its present and subsequent owners as hereinafter specified;

NOW THEREFORE, Declarants hereby submit all of the property described on Exhibit "A" together with the present buildings and improvements thereon and buildings and improvements hereinafter erected thereon, hereinafter collectively called the Condominium, to the provisions of the Oregon Unit Ownership Law, ORS 91.505 et seq. and the provisions of this Declaration of Unit Ownership as herein set forth.

SECTION I
Definitions

When used herein the following terms shall have the following meanings:

1.1 Incorporation by Reference: Each of the terms defined in Section I of the plan of Sunriver shall have the meaning set forth in such Section I, except as otherwise provided herein. Each of the terms defined in Section I of the "Sunriver Declaration Establishing Meadow Village - Area I", shall have the meaning set forth in such Section I, except as otherwise provided herein.

1.2 "Sunriver Declaration Establishing Abbot House and Annexing Abbot House to Meadow Village": shall mean that certain document bearing such title dated July 18, 1973, recorded on July 18, 1973, as Reception No. 4179, Deed Records of Deschutes County, Oregon.

SECTION II Property Subject to Declaration

2.1 The property which is subject to this declaration is the real property located in Deschutes County, State of Oregon, and described in Exhibit "A" attached hereto, together with the present buildings and improvements thereon and buildings and improvements hereinafter erected thereon.

Section III Name and Unit Description

3.1 Name: The name by which the property submitted hereunder shall be known is "Abbot House".

3.2 General Description of Units: The building containing the units is presently in existence. The building is of standard wood frame construction, consisting of two (2) stories above ground, with no basement. There are twenty (20) units located in the building and the general location of each such unit, the unit designation and all other data necessary for proper identification of each unit is set forth in Exhibit "B" attached hereto and by this reference made a part hereof. Two of the units are one-bedroom units containing approximately 721 square feet each. Thirteen (13) of the units are two-bedroom units containing approximately 862 square feet each. Two (2) of the units are three bedroom units containing approximately 1,145 square feet each. One (1) of the units is a three-bedroom unit which contains approximately 1,161 square feet. Two (2) of the units are three-bedroom units that contain approximately 1,035 square feet.

SECTION IV Common Elements

4.1 General Common Elements: The general common elements shall include all walls, roofs and foundations and shall in general consist of all portions of the land, structures and improvements which are not units or limited common elements.

Each unit owner of a one-bedroom unit, unit designation numbers 9 and 19 shall have a 275/6075 undivided interest (4.5267% rounded off to 4 places following the decimal point) in the general common elements. Each unit owner of a two-bedroom unit, unit numbers 2,3,4,5,6,7,10,12,13,14,15,16, and 17, shall have a 300/6075 undivided interest (4.9383% rounded off to 4 places following the decimal point) in the general common elements. Each unit owner of a three-bedroom unit, unit designation numbers 1,8,11,18 and 20 shall have an undivided 325/6075 undivided interest (5.3489% rounded off to four points following the decimal point) in the general common elements.

4.2 Limited Common Elements: The limited common elements

shall consist of those parking spaces, balconies, decks and surrounding land so designated on Exhibit "B" attached hereto. The use of any limited common element shall be reserved exclusively for that unit with the same unit designation number, as shown on Exhibit "A".

SECTION V

Uses and Limitations of the Building and the Units

5.1 Use of Units: Each unit shall be used only as a private residence for the owner, his family and guests; except that each owner shall be permitted to rent or lease his unit as an apartment during periods when he shall not be occupying said unit. No lease or rental shall excuse the owner from payment of any charges or assessments to which his unit is subject pursuant to this declaration.

5.2 Limitation on Use: The following restrictions are applicable to any and all of the units:

5.2.1. No unit shall be used for any purpose other than residential purposes.

5.2.2. No use shall be made of the building or any unit therein contrary to the provisions of the Plan of Sunriver, the Sunriver Declaration Establishing Meadow Village - Area I, and the Sunriver Declaration Establishing Abbot House and Annexing Abbot House to Meadow Village.

Section VI

Service of Process

6.1 The name of the person to receive service of process in the cases provided in ORS 91.635(1) is G. Thomas Jones, and his place of business within Deschutes County, Oregon, is 103 Oregon Avenue, Bend, Oregon 97701.

SECTION VII

Encroachments

7.1 If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common elements as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit, any adjoining unit, or any adjoining common element, shall be partially or totally destroyed by fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common elements on any unit or of any unit upon any other unit or upon any part of the common element shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist so long as the building stands.

SECTION VIII

Common Elements Inside Units

8.1 The Board of Directors to be elected by the Unit owners pursuant to the bylaws duly adopted pursuant to the regulations of the Oregon Unit Ownership Law, which bylaws are marked Exhibit "C", attached hereto and by this reference incorporated herein, shall have a right of access to each unit to inspect all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located within any of the units, to remove violations therefrom and to maintain, repair, or replace such common elements and common elements located elsewhere in the building.

SECTION IX
Power of Attorney to Board of Directors

9.1 Each unit owner shall grant to the persons who shall from time to time constitute the Board of Directors pursuant to the bylaws an irrevocable power of attorney, coupled with an interest to acquire title to or lease any unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto, or to otherwise deal with any such unit so acquired or leased. Any unit so acquired together with any interest in the common elements or in other condominium property appurtenant thereto, shall be held by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, in proportion to their respective common interest. The lease covering any unit leased by the Board of Directors or its designee, corporate or otherwise, shall be held by the Board of Directors or its designee, on behalf of all unit owners, in proportion to their respective common interests.

SECTION X
Units subject To Certain Documents

10.1 All present and future owners, tenants, and occupants of units shall be subject to, and shall comply with the provisions of this declaration, the bylaws, and any and all regulations and rules adopted pursuant thereto, the Plan of Sunriver, the Sunriver Declaration Establishing Meadow Village - Area 1, and the Sunriver Declaration Establishing Abbot House and Annexing Abbot House to Meadow Village, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute acceptance of the provisions of such instruments as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof.

SECTION XI
Amendment of Declaration

11.1 This declaration may be amended by the vote of at least 75% in number and in common interest of all unit owners, cast in person or by proxy, at a meeting duly held in accordance with the provisions of the bylaws. No such amendment shall be effective until recorded in the office of the County Clerk of Deschutes County, Oregon, and no amendments shall be made until all units have been sold.

SECTION XII
Invalidity

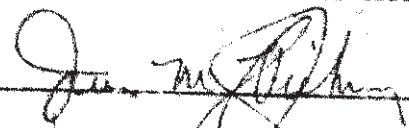
12.1 The invalidity of any provision of this declaration shall not affect in any manner the validity or enforceability of the remainder of this declaration and the other provisions of this declaration shall continue in effect as if such invalid provision had never been included herein.


SECTION XIII
Waiver

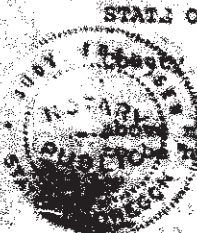
Vol. 199 PAGE 784

13.1 No provision contained in this declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

IN WITNESS WHEREOF, Jim M. Vickery and William J. Slater have caused this declaration to be executed on the date first above written.







STATE OF OREGON)
County of Marion) ss.

On this 25 day of September, 1973, personally appeared the above named JIM M. VICKERY, who acknowledged the foregoing instrument to be his voluntary act and deed.

Before Me:

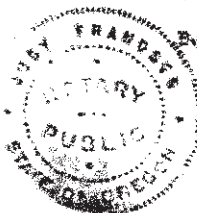



Notary Public for Oregon
My Commission Expires: 3-6-1977

STATE OF OREGON)
County of) ss.

On this 22 day of September, 1973, personally appeared the above named WILLIAM J. SLATER, who acknowledged the foregoing instrument to be his voluntary act and deed.

Before Me:





Notary Public for Oregon
My Commission Expires: 3-6-1977

A tract of land lying in the Northwest Quarter of Section 5, Township 20 South, Range 11 East of the Willamette Meridian, Deschutes County, Oregon, described as follows:
Commencing at the Northeast corner of said Section 5, thence South 89°10' 19" West along the North line of said section 1652.31 feet to the North quarter corner of said Section, thence South 12°34'49" West 1275.76 feet to the point of beginning;

thence South 16°20'10" West 245.00 feet
thence South 71°39'50" East 105.72 feet;
thence North 16°20'10" East 245.70 feet;
thence North 71°39'50" West 105.72 feet to the point of beginning, all in Deschutes County, Oregon.

TOGETHER WITH AN EASEMENT 20 feet in width having 20 feet on either side of the following described centerline:
Commencing at the Northeast corner of Section 5, Township 20 South, Range 11 East of the Willamette Meridian; thence South 89°10'19" West along the North line of said Section 2652.31 feet to the North quarter corner of said section; thence South 12°34'49" West 1675.76 feet; thence South 71°39'50" East 125.72 feet to the point of beginning.

thence South 16°20'10" West 245.00 feet;
thence South 24°14'10" West 125.72 feet;
thence South 5°51'59" East 98.54 feet;
thence South 89°31'13" East 11.87 feet;
thence South 48°14'17" East 157.76 feet;
thence South 71°39'50" East 105.72 feet;
thence North 61°22'44" East 71.72 feet;
thence South 61°22'44" West 71.72 feet;
thence South 71°39'50" West 105.72 feet;

Right of Way of Arbor Drive is located in Meadow Village, the terminus of the above described easement being North 71°39'55" East along the North Right of Way of Arbor Drive 165.22 feet from the intersection of the center line of Arbor Drive and the North Right of Way of Meadow Drive, as plotted in Meadow Village, all in Deschutes County, Oregon.

Exhibit 'A'

ABBOT HOUSE
SITUATED IN SECTION 5,
T.20 S., R.11 E., W.4. DESCHUTES CO., OREGON
FOR WILLIAM SLATER & JAMES VICTORY

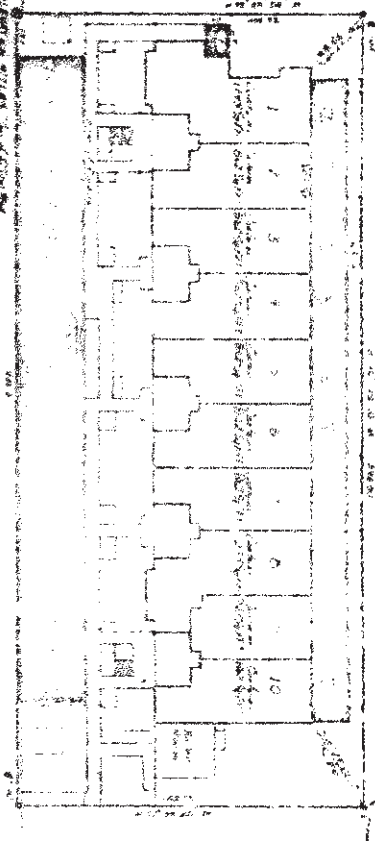
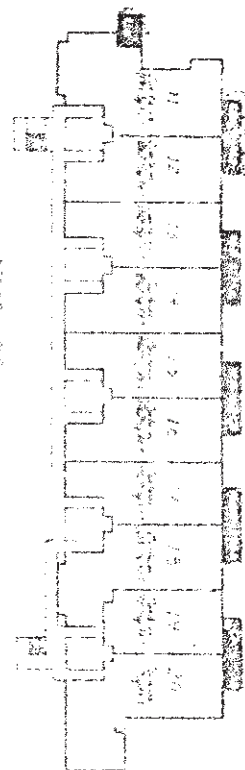
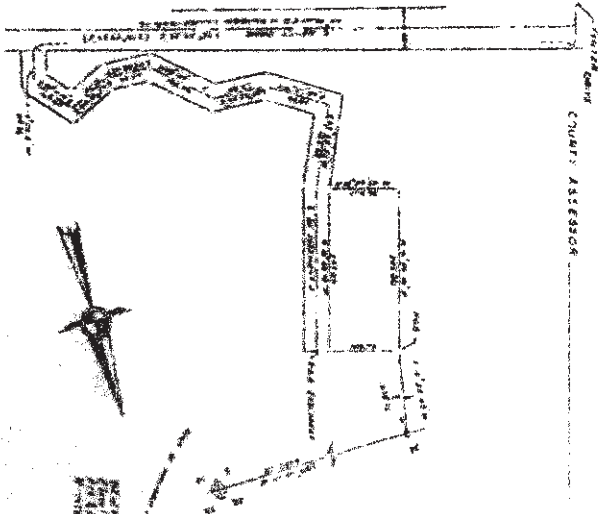
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DATE: 7/14/85 ADDRESS: 303 E. 7TH, RTA BUS DEPOT
CINCINNATI, OH 45202 PHONE: 462-0500

COUNTY SHEET

NUMBER: A356505



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Exhibit "B"

199 - 787





SEVEN MASTER ASSAULT

1. The map shows the urban layout of the area, including the river and the surrounding terrain. The buildings are represented by various symbols and patterns, and the streets are shown as lines. The river is a prominent feature, winding through the urban area. The map is a technical drawing, likely a military or intelligence map, given the context of the title 'SEVEN MASTER ASSAULT'.

BYLAWS

OF

VOL 199 PAGE 789

ABBOT HOUSE

A Condominium

ARTICLE I

Plan of Apartment Unit Ownership

Section 1. Apartment Unit Ownership. The property located in Sunriver, Deschutes County, Oregon, (hereinafter called "the Condominium") has been submitted to the provisions of the Declaration recorded in the office of the Deschutes County Clerk, Bend, Oregon, simultaneously herewith, in accordance with ORS 91.505 et seq., wherein said property is more fully described.

Section 2. Applicability of Bylaws. The provisions of these bylaws are applicable to the condominium and to the use and occupancy thereof. The term "condominium" property as used herein shall include the land, the building, and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal, or mixed, intended for use in connection therewith, all of which are intended to be submitted pursuant to the provisions of ORS 91.505, et seq.

Section 3. Application. All present and future owners, mortgagees, lessees, and occupants of apartment units and their employees, and any other persons who may use the facilities of the condominium in any manner are subject to these bylaws, the Declaration, and any Rules and Regulations adopted pursuant to these bylaws pertaining to use and operation of the condominium property, the plan of Sunriver, the Sunriver Declaration Establishing Meadow Village-Area 1, and the Sunriver Declaration Establishing Abbot House and Annexing Abbot House to Meadow Village. The acceptance of a deed or conveyance, or the entering into a lease, or the act of occupancy of an apartment unit shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

Section 4. Office. The office of the condominium and of the board of managers shall be located at Abbot House, Sunriver, Oregon.

ARTICLE II

Board of Managers

Section 1. Number and Qualification. The affairs of the condominium shall be governed by a board of managers, (also known as the Board of Directors as required by ORS 91.360). Until 50% in common interest shall have been sold and shall have been paid for and thereafter until their successors shall have been elected by the unit owners, the board of managers shall consist of three persons to be selected by Jim M. Vickery of Salem, Oregon, and William J. Slater, of Corvallis, Oregon, hereinafter referred to as the "Sponsor". Thereafter, the board of managers shall be composed of three persons, all of whom shall be owners or spouses of owners

Exhibit "C"

or mortgages of apartment units, or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, stockholders, or employees of such corporations, or in the case of fiduciary owners or mortgagees shall be the fiduciaries, or officers or employees of such fiduciaries.

Section 2. Powers and Duties. The board of managers shall have the powers and duties necessary for the administration of the affairs of the condominium, except such powers and duties as by law or by the declaration, or by these bylaws may not be delegated to the board of managers by the unit owners. The powers and duties to be exercised by the board of managers shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the common elements;
- (b) Determination of the amounts required for operation, maintenance and other affairs of the condominium;
- (c) Collection of the common charges from the unit owners;
- (d) Employment and dismissal of the personnel, as necessary, for the efficient maintenance and operation of the condominium;
- (e) Adoption and amendment of rules and regulations governing the details of the operation and use of the condominium property;
- (f) Opening of bank accounts on behalf of the condominium and designating the signatories required therefor;
- (g) Purchasing, leasing, or otherwise acquiring in the name of the board of managers, or its designee, corporate or otherwise, on behalf of all unit owners, apartment units offered for sale or lease or surrendered by their owners to the board of managers;
- (h) Purchasing apartment units at foreclosure or other judicial sales in the name of the board of managers, or its designee, corporate or otherwise, on behalf of all unit owners;
- (i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the board of managers), or otherwise dealing with apartment units acquired by, and subleasing apartment units leased by the board of managers or its designee, corporate or otherwise, on behalf of all unit owners;
- (j) Organizing corporations to act as designees of the board of managers in acquiring title to or leasing of apartment units on behalf of all unit owners;
- (k) Obtaining insurance for the condominium property, including the apartment units, pursuant to the provisions of Article IV, Section 2, hereof; and
- (l) Making repairs, additions, and improvements to, or alterations of the condominium property, and repairs to and restoration of the property in accordance with the other

provisions of these bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

Section 3. Managing Agent and Manager. The board of managers shall have the power to employ a managing agent or manager.

Section 4. Election and Term of Office. At the first annual meeting of the unit owners, the term of office of one member of the board of managers shall be fixed at three years, the term of office of one member of the board of managers shall be fixed at two years, and the term of office of one of the board of managers shall be fixed at one year. At the expiration of the initial term of office of each respective member of the board of managers, his successor shall be elected to serve for a term of three years. The members of the board of managers shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Members of the Board of Managers. At any regular or special meeting of unit owners, any one or more of the members of the board of managers may be removed with or without cause by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the board of managers whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the board of managers caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the board of managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the board of managers for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. Organization Meeting. The first meeting of the members of the board of managers following the annual meeting of the unit owners shall be held within ten days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such board of managers shall have been elected, and no notice shall be necessary to the newly elected members of the board of managers in order legally to constitute such meeting, providing a majority of the whole board of managers shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the board of managers may be held at such time and place as shall be determined from time to time by a majority of the members of the board of managers, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the board of managers shall be given to each member of the board of managers, by mail or telegraph, at least three business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the board of managers may be called by the chairman on three business days' notice to each member of the board of managers, given by mail or telegraph, which notice shall state the time, place and

purpose of the meeting. Special meetings of the board of managers shall be called by the chairman or secretary in like manner and on like notice on the written request of at least two members of the board of managers.

Section 10. Waive of Notice. Any member of the board of managers may, at any time, waive notice of any meeting of the board of managers in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the board of managers at any meeting of the board shall constitute a waiver of notice by him of the time and place thereof. If all of the members of the board of managers are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Managers. At all meetings of the board of managers, a majority of the members thereof shall constitute a quorum of the transaction of business, and the votes of a majority of the members of the board of managers present at a meeting at which a quorum is present shall constitute the decision of the board of managers. If at any meeting of the board of managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. Fidelity Bonds. The board of managers shall obtain adequate fidelity bonds for all officers and employees of the condominium handling or responsible for condominium funds. The premiums on such bonds shall constitute a common expense.

Section 13. Compensation. No member of the board of managers shall receive any compensation from the condominium for acting as such.

Section 14. Liability of the Board of Managers. The members of the board of managers shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the board of managers against all contractual liability to others arising out of contracts made by the board of managers on behalf of the condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these bylaws, the plan of Sunriver, the Sunriver Declaration Establishing Meadow Village-Area 1, and the Sunriver Declaration Establishing Abbot House and Annexing Abbot House to Meadow Village. It is intended that the members of the board of managers shall have no personal liability with respect to any contract made by them on behalf of the condominium. It is also intended that the liability of any unit owner arising out of any contract made by the board of managers or out of the indemnity in favor of the members of the board of managers shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the unit owners in the common elements. Every agreement made by the board of managers or by the managing agent or by the manager on behalf of the condominium shall provide that the members of the board of managers, or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all unit owners in the common elements.

Section 1. Annual Meetings. Promptly after apartment units representing 50% or more in common interest shall have been sold and paid for, the board of managers shall notify all unit owners thereof, and the first annual meeting of the unit owners shall be held within 30 days thereafter on a call issued by the chairman. At such meeting, the existing members of the board of managers shall resign, and all the unit owners, including the sponsor, shall elect a new board of managers. Thereafter, the annual meetings of the unit owners shall be held on the 15th day of January of each succeeding year, unless such date shall occur on a Saturday or a Sunday, in which event the meeting shall be held on the succeeding Monday. At such meetings, the board of managers shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these bylaws. After 50% or more of the units shall have been sold by the sponsor and paid for, the unit owners, other than the sponsor, shall be entitled to elect at least one member of the board of managers, whom shall serve for a term of three years. So long as the sponsor shall own three or more apartment units, the sponsor shall be entitled to elect at least one member of the board of managers who shall serve for a term of one year. The third member of the board of managers, who shall serve for a term of two years, shall be elected by all of the unit owners, including the sponsor. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the unit owners shall be held at the principal office of the condominium or at such other suitable place convenient to the owners as may be designated by the board of managers.

Section 3. Special Meetings. It shall be the duty of the chairman to call a special meeting of the unit owners if so directed by resolution of the board of managers or upon a petition signed and presented to the secretary by unit owners owning a total of at least 25% of the common interest. The notice of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The secretary shall mail to each unit owner of record a notice of each annual or special meeting of the unit owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the building or at such other address as such unit owner shall have designated by notice in writing to the secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the unit owners shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Report of board of managers;
- (f) Reports of committees;
- (g) Election of inspectors of election (when so required);
- (h) Election of members of the board of managers (when so required);
- (i) Unfinished business; and
- (j) New business.

Section 7. Title to Apartment Units. Title to apartment units may be taken in the name of an individual, in the name of a corporation or partnership, in the name of a fiduciary, in the name of two or more persons as tenants in common, or as tenants by the entirety; or with right of survivorship but not as tenants in common.

Section 8. Voting. The owner or owners of each apartment unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such apartment unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the secretary, and shall be revocable at any time by written notice to the secretary by the owner or owners so designating. Each unit owner (including the sponsor and the board of managers, if the sponsor, or the board of managers or its designee, shall then hold title to one or more apartment units) shall be entitled to cast one vote at all meetings of the unit owners for each director being elected. No cumulative voting shall be allowed. A fiduciary shall be the voting member with respect to any apartment unit owned in a fiduciary capacity.

Section 9. Majority of Unit Owners. As used in these bylaws, the term "majority of unit owners" shall mean those unit owners having more than 50% of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. Quorum. Except as otherwise provided in these bylaws, the presence in person or by proxy of unit owners having one-third of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 11. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the declaration, or by these bylaws.

ARTICLE IV Officers

Section 1. Designation. The principal officers of the condominium shall be the chairman, the secretary, and the treasurer, all of whom shall be elected by the board of managers. The board of managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The chairman must be a member of the board of managers.

Section 2. Election of Officers. Officers shall be elected annually by the board of managers at the organizational meeting of each new board of managers and shall hold office at the pleasure of the board of managers.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the board of managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the board of managers, or at any special meeting of the board of managers called for such purpose.

Section 4. Chairman. The chairman shall be the presiding officer of the condominium. He shall conduct all meetings of the unit owners and of the board of managers. He shall have all of the general powers and duties which are incident to the office of president, including but not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the condominium.

Section 5. Secretary. The secretary shall keep the minutes of all meetings of the unit owners and of the board of managers; he shall have charge of such books and papers as the board of managers may direct; and he shall, in general, perform all the usual duties incident to the office of secretary.

Section 6. Treasurer. The treasurer shall have the responsibility for condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the board of managers, or the managing agent, in such depositories as may from time to time be designated by the board of managers, and he shall, in general, perform all the usual duties incident to the office of treasurer.

Section 7. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the condominium shall be executed by any two officers of the condominium or by such other person or persons as may be designated by the board of managers.

Section 8. Compensation of Officers. No officer shall receive any compensation from the condominium for acting as such, unless otherwise unanimously determined by the board of managers.

ARTICLE V Operation of the Property

Section 1. Determination of Common Expenses and Common Charges. The board of managers shall from time to time, and at least annually, prepare a budget for the condominium, determine the amount of the common charges required to meet the common expenses of the condominium, and allocate and assess such common charges against the unit owners according to their respective common interest. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the board of managers pursuant to the provisions of Section 2 of this Article. The common expenses may also include such amount as the board of managers may deem proper for the operation and maintenance of the condominium property, including, without limitation, an amount for

working capital of the condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expense for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the board of managers or its designee, corporate or otherwise, on behalf of all unit owners, of any apartment unit whose owner has elected to sell or lease such apartment unit or of any apartment unit which is to be sold at a foreclosure or other judicial sale. The board of managers shall advise each unit owner in writing of the amount of common charges payable by him, and shall furnish copies of each budget on which such common charges are based to all unit owners and to their mortgagees.

Section 2. Insurance. The board of managers shall be required to obtain and maintain, to the extent obtainable, the following insurance:

(a) Fire insurance with extended coverage, vandalism, and malicious mischief endorsements, insuring the entire apartment building (including all of the apartment units and the bathroom and kitchen fixtures initially installed therein by the sponsor, but not including furniture, furnishings, or other personal property supplied or installed by unit owners). Such insurance shall cover the condominium, the board of managers, and all unit owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the building, without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each mortgagee of an apartment unit which shall provide that proceeds shall be payable to such mortgagee as its interest may appear; subject, however, to payment provisions in favor of the board of managers;

(b) Workmen's compensation insurance, if necessary in accordance with Oregon law;

(c) Water damage insurance; and

(d) Such other insurance as the board of managers may determine.

All such policies shall provide that adjustment of loss shall be made by the board of managers, and that the net proceeds thereof shall be payable to the board of managers.

The amount of fire insurance to be maintained until the first meeting of the board of managers following the first annual meeting of the unit owners shall be in at least the sum of \$350,000.00.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based upon co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of apartment units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of apartment units at least ten days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the board of managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the building, including all of the apartment

units and all of the common elements therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The board of managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the board of managers may from time to time determine, covering each member of the board of managers, the managing agent, the manager, and each unit owner. The board of managers shall review such limits once each year. Until the first meeting of the board of managers following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of \$300,000.00 covering all claims for bodily injury and \$100,000.00 property damage arising out of one occurrence and in a limit of \$50,000.00 for each occurrence for water damage legal liability claims.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the board of managers shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

Section 3. Repair or Reconstruction After Damage. In the event of damage to or destruction of the building as a result of fire or other casualty (unless 75% or more of the building is destroyed or substantially damaged and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration), the board of managers shall arrange for the prompt repair and restoration of the building (including any damaged apartment units, and any kitchen or bathroom fixtures initially installed therein by the sponsor, but not including any wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures, or equipment installed by unit owners in the apartment units), and the board of managers or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the board of managers may assess all the unit owners for such deficit as part of the common charges.

If 75% or more of the building is destroyed or substantially damaged and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the condominium property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the board of managers or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his apartment unit, in the order of the priority of such liens.

Section 4. Payment of Common Charges. All unit owners shall be obligated to pay the common charges assessed by the board of managers pursuant to the provisions of Section 1 of this Article V at such time or times as the board of managers shall determine.

No unit owner shall be liable for the payment of any part of the common charges assessed against his apartment unit

subsequent to a sale, transfer, or other conveyance by him thereof. A unit owner may, subject to the conditions specified in these bylaws, and provided that his apartment unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his apartment unit to the board of managers, or its designee, corporate or otherwise, on behalf of all other unit owners, and in such event be exempt from common charges thereafter assessed. A purchaser of an apartment unit shall be liable for the payment of common charges assessed against such apartment unit prior to the acquisition by him of such apartment unit, except that a mortgagee or other purchaser of an apartment unit at a foreclosure sale of such apartment unit shall not be liable for and such apartment unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 5. Collection of Assessments. The board of managers shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any common charge due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Charges. In the event of default by any unit owner in paying to the board of managers the assessed common charges, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees at trial or any appeal therefrom, incurred by the board of managers in any proceeding brought to collect such unpaid common charges. The board of managers shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such apartment unit.

Section 7. Foreclosure. In any foreclosure suit against an apartment unit, brought by any person, including the Board of Managers, the unit owners shall be required to pay the reasonable rental for the use of his apartment unit and the plaintiff in such foreclosure action shall be entitled to the appointment of receiver to collect such rental. The Board of Managers, acting on behalf of all unit owners, shall have power to purchase such apartment unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien security of the same.

Section 8. Statement of Common Charges. The board of managers shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common charges.

Section 9. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the board of managers, or the breach of any bylaws contained herein, or the breach of any provision of the declaration, shall give the board of managers the right, in addition to any other rights set forth in these bylaws: (a) to enter the apartment unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner any structure, thing, or condition that may exist therein contrary

to the intent and meaning of the provisions hereof, and the board of managers shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Section 10. Maintenance and Repair. (a) All maintenance of and repairs to any apartment unit, structural or nonstructural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained therein not necessitated by the negligence, misuse or neglect of the owner of such apartment unit) shall be made by the owner of such apartment unit. Each unit owner shall be responsible for all damages to any other apartment unit and to the common elements resulting from his failure to effect such maintenance and repairs.

(b) All maintenance, repairs and replacements to the common elements, whether located inside or outside of the apartment units (unless necessitated by the negligence, misuse, or neglect of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the board of managers and be charged to all the unit owners as a common expense.

Section 11. Use of Apartment Units. In order to provide for congenial occupancy of the condominium property and for the protection of the values of the apartment units, the use of the condominium property shall be subject to the following limitations:

(a) The apartment units shall be used for residences only.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of apartment units.

(c) No nuisances shall be allowed on the condominium property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the condominium property by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the board of managers, whichever shall have the obligation to maintain or repair such portion of the condominium property.

(e) No portion of an apartment unit (other than the entire apartment unit) may be rented, and no transient tenants may be accommodated therein.

(f) No apartment unit nor any portion of the property shall be used contrary to the provisions of the plan of Sunriver, the plan of Sunriver, the Sunriver Declaration Establishing Meadow Village-Arms 1, and the Sunriver Declaration Establishing Abbot House and Annexing Abbot House to Meadow Village.

Section 12. Additions, Alterations or Improvements by Board of Managers. Whenever in the judgment of the board of managers the common elements shall require additions, alterations,

or improvements costing in excess of \$1,000.00, and the making of such additions, alterations, or improvements shall have been approved by a majority of the unit owners and by those mortgagees holding mortgages constituting first liens upon two (2) or more apartment units, the board of managers shall proceed with such additions, alterations, or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations, or improvements costing \$1,000.00 or less may be made by the board of managers without approval of the unit owners or any mortgagees of apartment units and the cost thereof shall constitute a common charge.

Section 13. Additions, Alterations or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to his apartment unit without the prior written consent thereto of the board of managers. The board of managers shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration, or improvement in such unit owner's apartment unit, within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the board of managers to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any apartment unit shall be executed by the board of managers. The board of managers shall not be liable to any contractor, subcontractor, or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration, or improvement. The provisions of this Section 13 shall not apply to apartment units owned by the sponsor until such apartment units shall have been initially sold by the sponsor and paid for.

Section 14. Use of Common Elements and Facilities. A unit owner shall not place any furniture, packages or objects in stairways or other common areas or common facilities, except in an area to which he has sole access, or in an area designated as a storage area. The stairways shall be used for no purpose other than for normal transit.

Section 15. Right of Access. A unit owner shall grant a right of access to his apartment unit to the manager, the managing agent, and any other person authorized by the board of managers, the manager, or the managing agent, to make inspections; to correct any condition originating in his apartment unit and threatening another apartment unit or a common element; to install, alter, or repair mechanical or electrical services or other common elements in his apartment unit or elsewhere in the building; and to correct any condition which violates the provisions of any mortgage covering another apartment unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 16. Rules of Conduct. Rules and regulations concerning the use of the apartment units and the common elements may be promulgated and amended by the board of managers with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the board of managers to each unit owner prior to their effective date.

Section 17. Water Charges and Sewer Rents. Water shall be supplied to all of the apartment units and the common elements through one or more building meters and the board of

managers shall pay, as a common expense, all charges for water consumed on the condominium property, together with all related sewer rents arising therefrom, promptly after the bills therefor are rendered. In the event of a proposed sale of an apartment unit by the owner thereof, the board of managers, on request of the selling unit owner, shall execute and deliver to the purchaser of such apartment unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer service affecting the property as of the date of closing of title to such apartment unit promptly after such charges shall have been billed by the City collector.

Section 14. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each apartment unit through a separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in his apartment unit. The electricity serving the common elements shall be separately metered, and the board of managers shall pay all bills for electricity consumed in such portions of the common elements, as a common expense.

Section 15. Heat. Heat shall be supplied to all apartment units through the building heating equipment and the bills for the same shall be paid by the Board of Managers as a common expense.

ARTICLE VI Mortgages

Section 1. Mortgage of Apartment Units. No unit owner shall mortgage his apartment unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund, or other institutional lender, or by a purchase money mortgage to the sponsor. Any such mortgage shall be substantially in the form on file with the board of managers, except for such changes or additions as may be legally necessary in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted in writing by the board of managers with the written approval of those mortgages holding mortgages constituting first liens upon two (2) or more apartment units.

Section 2. Notice to Board of Managers. A unit owner who mortgages his apartment unit shall notify the board of managers of the name and address of his mortgagee and shall file a notarized copy of the note and mortgage with the board of managers. The board of managers shall maintain such information in a book entitled "Mortgages of Apartment Units."

Section 3. Notice of Unpaid Common Charges. The board of managers, whenever so requested in writing by a mortgagee of an apartment unit, shall promptly report any then unpaid common charges or other default by the owner of the mortgaged apartment unit.

Section 4. Notice of Default. The board of managers, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such apartment unit whose name and address has theretofore been furnished to the board of managers.

Section 5. Examination of Books. Each unit owner and each mortgagee of an apartment unit shall be permitted to examine the books of account of the condominium at reasonable times, on business days, but not more often than once a month.

ARTICLE VII Records

Section 1. Records and Audits. The board of managers or the managing agent shall keep detailed records of the actions of the board of managers and the managing agent, minutes of the meetings of the board of managers, minutes of the meetings of the unit owners, and financial records and books of account of the condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each apartment unit which, among other things, shall contain the amount of each assessment of common charges against such apartment unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the condominium shall be rendered by the board of managers to all unit owners at least quarter-annually. In addition, an annual report of the receipts and expenditures of the condominium, shall be rendered by the board of managers to all unit owners and to all mortgagees of apartment units who have requested the same, promptly after the end of each fiscal year.

ARTICLE VIII Miscellaneous

Section 1. Notices. All notices to the board of managers shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the board of managers or to such other address as the board of managers may hereafter designate from time to time. All notices to any unit owner shall be sent by registered or certified mail to the building or to such other address as may have been designated by him from time to time, in writing, to the board of managers. All notices to mortgagees of apartment units, shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the board of managers. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these bylaws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE IX
Amendments to Bylaws

Section 1. Amendments to Bylaws. Except as herein-
after provided otherwise, these bylaws may be modified or
amended by the vote of 75% in number and in common interest of all
unit owners at a meeting of unit owners duly held for such purpose.
Section 1 of Article III, insofar as it provides that the sponsor,
so long as it is the owner of one or more apartment units, shall
be entitled to elect at least one member of the board of managers,
Section 2 of Article III, insofar as it provides that the sponsor,
so long as it is the owner of one or more apartment units, may
vote the votes appurtenant thereto, Section 13 of Article V,
insofar as it provides that the provisions of such section shall
not apply to any apartment units owned by the sponsor, and this
Section 1 of Article IX, however, may not be amended without the
consent in writing of the sponsor, so long as the sponsor shall
be the owner of one or more apartment units.

ADOPTED this 25 day of September, 1973.

J. William J. Slater
Chairman

J. William J. Slater
Secretary

8460
STATE OF OHIO
County of Deschutes
I hereby certify that the within
instrument of writing was recorded for the
the 25 day of Oct, A.D. 1973
at 1:30 P.M. and recorded
in Book 287 on Page 118
of Deschutes
BOREMARY PATTERSON
County Clerk
By J. William J. Slater Secretary

15967

AMENDMENT TO BYLAWS OF ABBOT HOUSE

A condominium

VOL 204 JUL 162

THIS AMENDMENT made this 7 day of March, 1974, by the undersigned unit owners of condominiums in ABBOT HOUSE, located in Sun River, Deschutes County, Oregon, and

WHEREAS, Article VI, Section 1 which is presently

contained in the by-laws reads as follows:

"Section 1. Mortgage of Apartment Units. No unit owner shall mortgage the apartment unit owned by him, or any part thereof, to a bank, trust company, insurance company, Federal Reserve Bank, or other institutional lender, or to a mortgage money lender, or to the owner. Any such mortgage shall be substantially in the form on file with the board of managers, except for such changes or additions as may be legally necessary in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted in writing by the board of managers with the written approval of those mortgages holding mortgages constituting first liens upon two (2) or more apartment units.

and

WHEREAS, the undersigned unit owners, by a majority vote, have decided to amend the by-laws of the ABBOT HOUSE CONDOMINIUM, and have adopted the following amendments to the by-laws pursuant to Article VI, Amendment to Section 1, Section 1 of said meeting as provided for in Article III, Section 4, Section of Meetings,

AND WHEREAS, the undersigned unit owners, by a majority vote, have decided to amend the by-laws of the ABBOT HOUSE CONDOMINIUM, and have adopted the following amendments to the by-laws pursuant to Article VI, Amendment to Section 1, Section 1 of said meeting as provided for in Article III, Section 4, Section of Meetings,

set forth Section 1 of Article VI, entitled Mortgage of Apartment Units, in full.

The remaining sections in Article VI, entitled Mortgages shall be renumbered one through four.

APPEARED the year, month and day first above written.

1. John M. Mackay July 5

3. _____ 4. _____

5. _____ 6. _____

7. _____ 8. _____

9. _____ 10. _____

11. _____ 12. _____

13. _____ 14. _____

15. _____ 16. _____

17. _____ 18. _____

19. _____ 20. _____

Subscribed and sworn to before me this _____ day of _____ 19____
at _____ California
by _____
Notary Public for California

STATE OF OREGON)
) ss.
County of Polk)

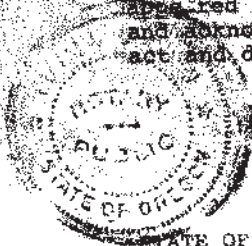
VOL 204 PAGE 164

On this 7 day of MARCH, 1974, personally
appeared the above named Jim M. Vickrey
and acknowledged the foregoing instrument to be A voluntary
act and deed.

Before Me:

Edward A. Don
Notary Public for Oregon
My Commission Expires:

My Commission Expires May 25, 1977



STATE OF OREGON)
) ss.
County of Polk)

On this 7 day of MARCH, 1974, personally
appeared the above named Jim M. Vickrey
and acknowledged the foregoing instrument to be A voluntary
act and deed.

Before Me:

Edward A. Don
Notary Public for Oregon
My Commission Expires:

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STATE OF OREGON)
) ss.
County of Polk)

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Notary Public for Oregon
My Commission Expires:

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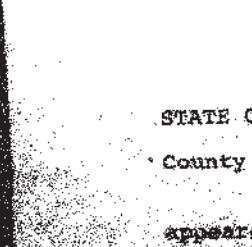
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) ss.
County of Polk)

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appeared the above named Jim M. Vickrey
and acknowledged the foregoing instrument to be A voluntary
act and deed.

Before Me:

Edward A. Don
Notary Public for Oregon
My Commission Expires:

My Commission Expires May 25, 1977



[The body of the document contains several paragraphs of text that are extremely faded and illegible due to the quality of the scan. The text appears to be organized into a formal letter or report format.]

Very truly yours,

[Signature]
[Name]
[Title]

13155

Supplement and Amendment to
Declaration of Unit Ownership of
Abbot House, a Condominium

217 223

WHEREAS, the undersigned, JIM M. VICKERY, of 1243
Highwater, N.E., City of Salem, Polk County, Oregon, and
WILLIAM J. STATER, 1015 NW Princeps, City of Corvallis, Benton
County, Oregon, as Declarants and Owners did heretofore on
October 3, 1973, file a Declaration of Unit Ownership wherein
and whereby Owners did submit real property therein described
to the Oregon Unit Ownership Law, which property is known and
described as Abbot House Condominium as shown by said Declara-
tion which is recorded in Volume 199, Page 780, and

WHEREAS, it now appears that Exhibit "B", which was
attached to and made a part of said Declaration, was incomplete
in that by error and inadvertence Declarants failed to attach
as a part of said Exhibit "B" the detailed plans of the building
showing the approximate area and dimensions of each unit and other
data necessary for the proper identification of each unit;

NOW, THEREFORE, the undersigned JIM M. VICKERY and
WILLIAM J. STATER do hereby amend and supplement the Declaration
of Unit Ownership of Abbot House, a condominium, heretofore filed
of record in Deschutes County, Oregon, on October 3, 1973, in
Volume 199, Page 780, said Records for said county by supplementing
and adding thereto as part of Exhibit "B" thereof the detailed
plans of the building, which plans consisting of six pages are
attached to this Supplement and Amendment to said Declaration.

Declarants do further certify, declare and adopt said
detailed plans, consisting of six pages, which are hereto attached
as part of the plan of said Abbot House condominium to all intents
and purposes and with like legal effect as though said detailed
plans had been attached to and made a part of Exhibit "B" of said
original Declaration.

IN WITNESS WHEREOF, JIM M. VICKERY and WILLIAM J. STATER
have caused this Supplement and Amendment to Declaration to be
executed on the 27th day of March, 1975.

J. M. Vickery
W. J. Stater

STATE OF OREGON

ss.

County of

W 217 224

On this 27th day of March, 1915, personally appeared the above named William F. Miller and acknowledged the foregoing instrument to be his voluntary act and deed.

Witness My

William F. Miller
County Clerk for Oregon
My Commission Expires 1917

STATE OF OREGON

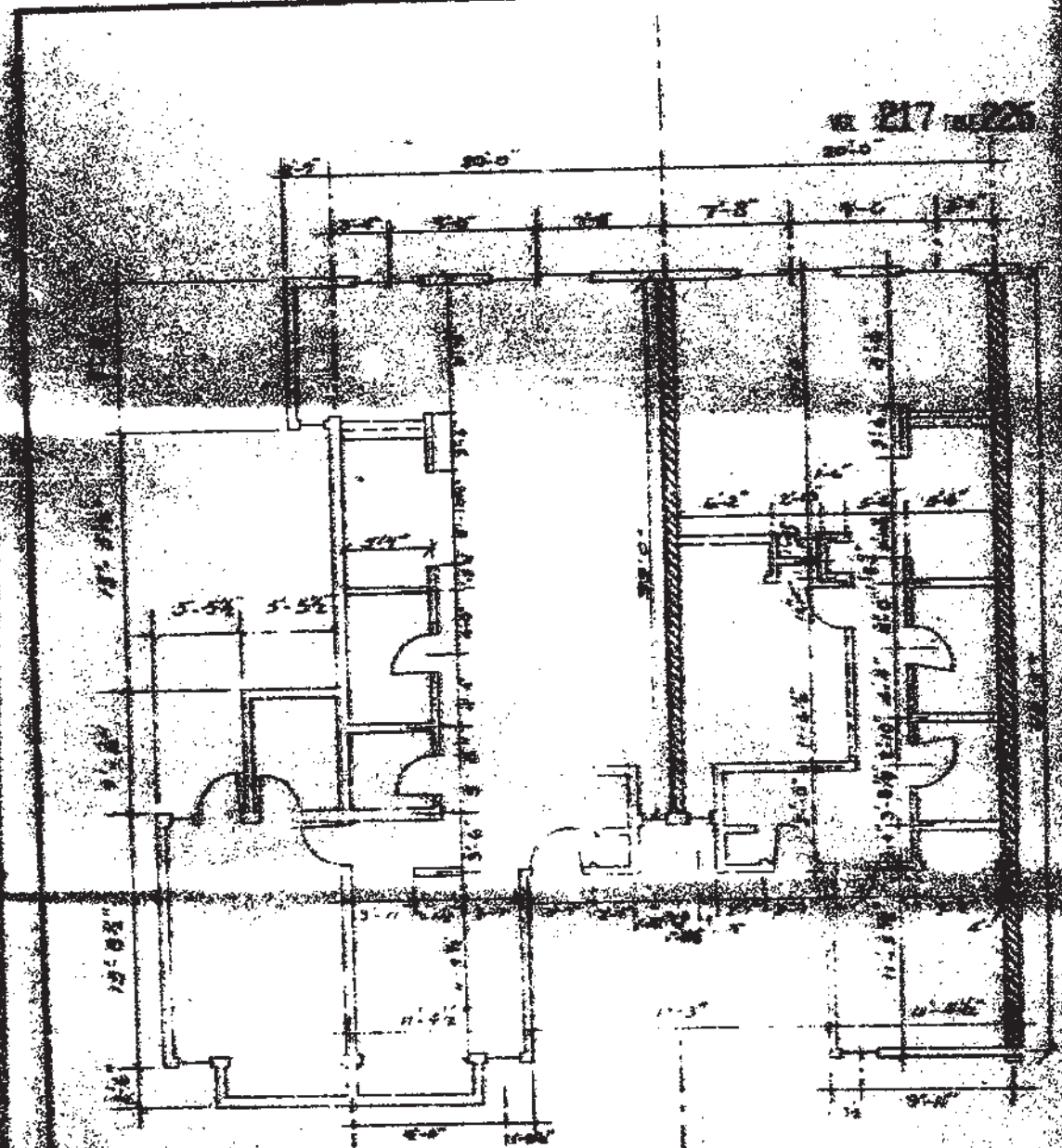
ss.

County of

On this 27th day of March, 1915, personally appeared the above named William F. Miller and acknowledged the foregoing instrument to be his voluntary act and deed.

Witness My

William F. Miller
County Clerk for Oregon
My Commission Expires 1917



UNIT 1
CONTAINS 11' 3/4" UNIT

TYPICAL
UNITS 2-12
4'-0"
6'-0"

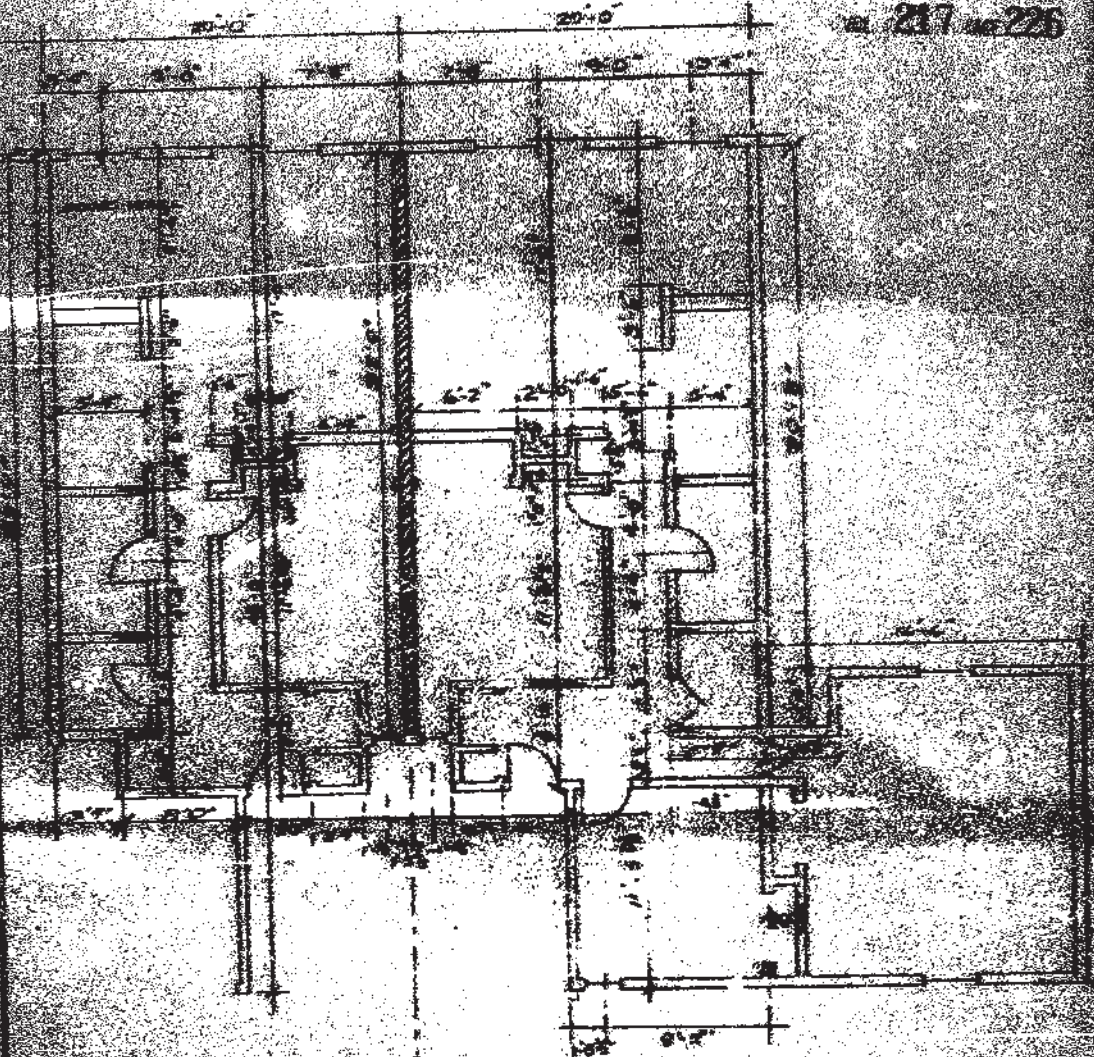
WILLIAM SLATER, JAMES R. FRY

ABBOT HOUSE UNIT FLOOR PLAN

M. CULDOUGH, ENGINEER ASSOCIATES
SUNRISE, OREGON

DRAWN P.L.B.	DATE 1-15-75	SCALE 1/8" = 1'-0"	BOOK NO.	DWING NO.
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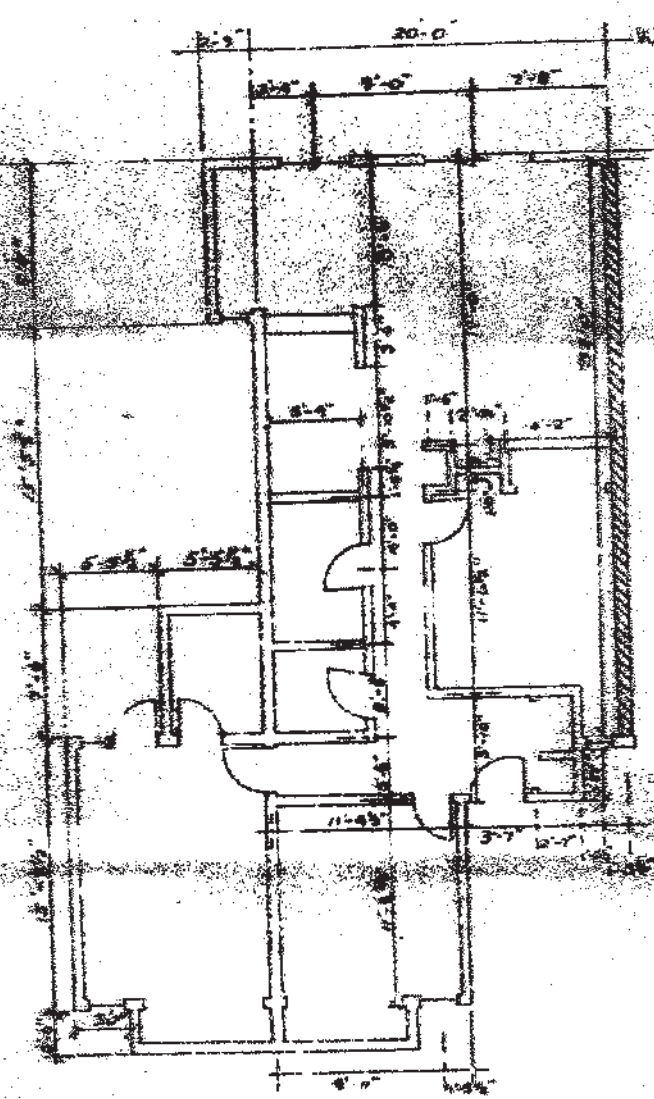
UNIT 20
CONTAINS 11730 FLX

UNIT 20
CONTAINS 11730 FLX

MILWAUKEE SUPERFUND PROJECT			
ABBOT HOUSE UNIT FLOOR PLAN			
RESEARCH FROM ASSOCIATES SUNRISE, OREGON			
DATE	DATE	DATE	DATE
1/15	1/15	1/15	1/15



EXHIBIT B PAGE 7



217 no. 227

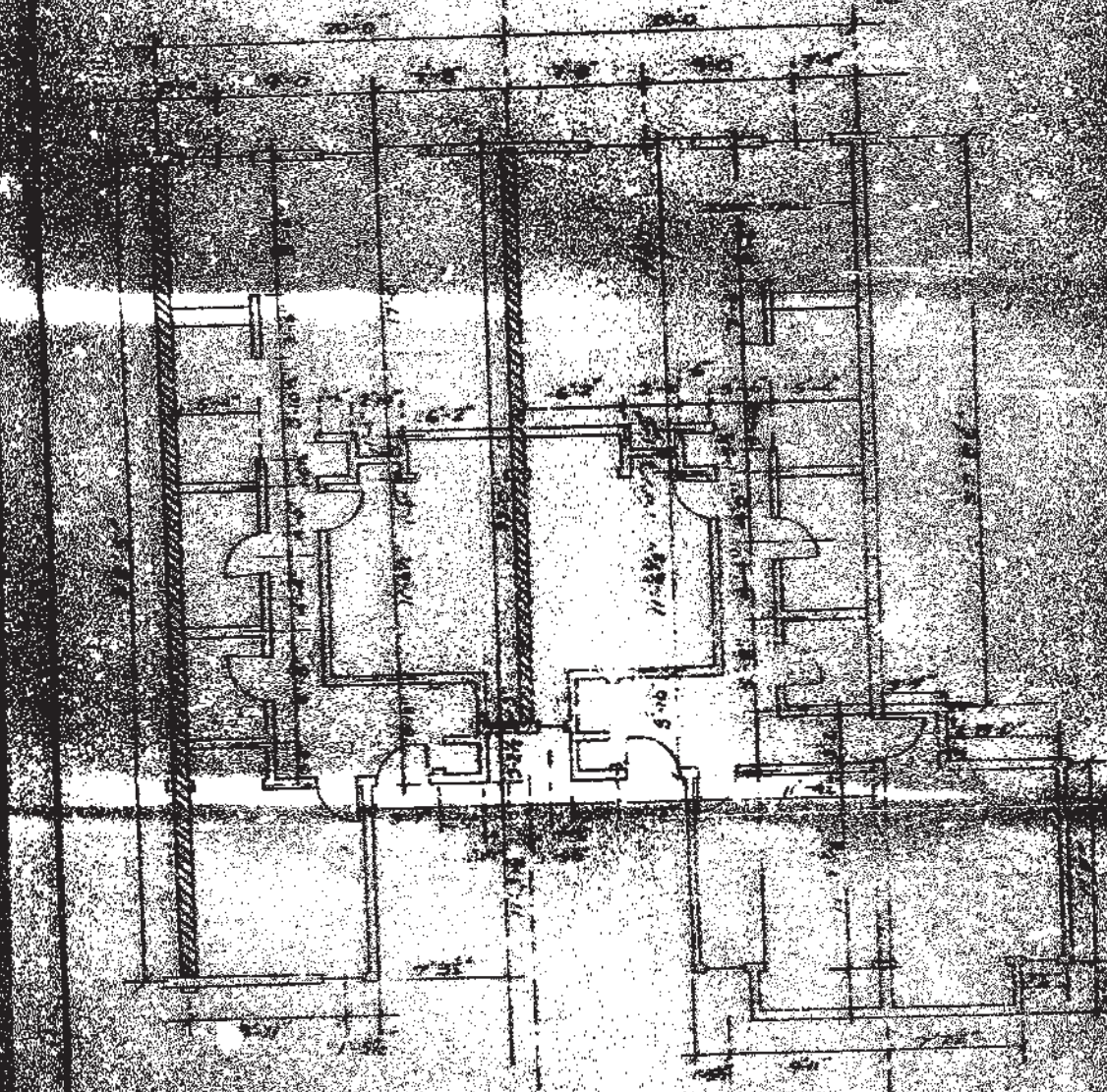
UNIT 11
CONTAINS 1,195 SQ. FT.

WILLIAM SLATER & JAMES VICKERT			
ABBOT HOUSE UNIT FLOOR PLAN			
McCULLOUGH, BRANT & ASSOCIATES SUNRIVER, OREGON			
DRAWN R.L.B.	DATE	SCALE 1/8" = 1'-0"	BY J.V.



EXHIBIT B PAGE 2

217-22



EX-104
DWTS - 19

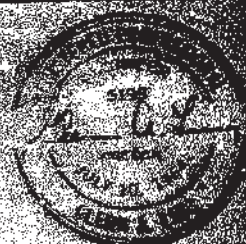
7-10542
ST-15-8-25

WILLIAM SLATER JAMES VICKERY

ABEY HOUSE
UNIT FLOOR PLAN

McCULLOUGH, DWIGHT EUGENE
SUN RIVER, OREGON

DRWN	DATE	SALE	BOOK NO.
R/L B		100	



217-220

Ceiling in Bedroom at top of Room 4119.50

Second Floor, Top of Sub Floor, Elevation 4118.50

First Floor, Top of Sub Floor, Elevation 4117.50

Ceiling at Room 4119.75

Ceiling at Room 4118.25

Ceiling at Entrance 4118.50

Second Floor Ceiling Elevation at 4118.50

4118.25

First Floor Ceiling Elevation at 4117.50

NORTH ELEVATION 4110

NOTE:

Fig. 5. See Level 2017.50
A 2.5' x 3' 6" (7.62m x 10.67m)
0.00m x 0.00m

WILLIAM S. VICKERY	ARCHITECT
ABBOTT AND F	ENGINEERS
NORTH ELEVATION	ASSOCIATES
1000 BROADWAY	NEW YORK
NEW YORK	NEW YORK



EXHIBIT B PAGE 5

217-22

Second Floor Ceiling Elevation
at 10' 0" above floor
4/10/83

4/10/83

4/10/83
First Floor Ceiling
at 10' 0" above floor
4/10/83

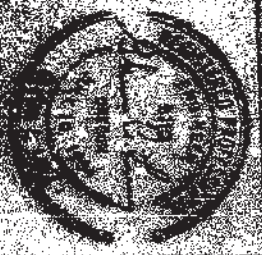
Ground Floor Ceiling Elevation

SOUTH ELEVATION

1:0"

NOTE: All elevations are from same level as shown
on the ground floor plan. No other levels are
shown on this plan.

PROJECT NO.	100-100-100
PROJECT NAME	ADAPT. BLDG. ELEVATION
PROJECT LOCATION	ASSOCIATION
PROJECT DATE	ON
PROJECT BY	ADAPT. BLDG. ELEVATION



13155

STATE OF OREGON

County of Deschutes

I hereby certify that the within trans-
cript of will was presented for record

on the 1st day of _____

AMENDMENT TO DECLARATION SUBMITTING
ABBOT HOUSE TO OREGON UNIT OWNERSHIP
LAW

On July 18, 1974, a Declaration Submitting Abbot House to Oregon Unit Ownership Law was recorded in Volume 197 of the Records of Deeds of Deschutes County, Oregon, at Page 413. In accordance with the provisions of ORS 91.635(2) the Association of Unit Owners of Abbot House wishes to designate a person other than the one named in the Declaration(s) to receive service of process in cases provided in ORS 91.635(1).

NOW, THEREFORE, the above-described Declaration(s) is (are) hereby amended to designate CHARLES P. HANSON, whose place of business within Deschutes County, Oregon, is Sunriver, Oregon 97101, as the person to receive service of process in cases provided in subsection (1) of ORS 91.635.

ASSOCIATION OF UNIT OWNERS OF
ABBOT HOUSE

By

Kenneth T. Blace
Chairman

By

Richard Bryant
Secretary

CERTIFICATION

WE, being the duly elected Chairman and Secretary of the Association of Unit Owners of Abbot House, do hereby certify that the person named in the within amendment was so designated by resolution duly adopted by the Association of Unit Owners of Abbot House.

Kenneth T. Bloss
Chairman

Secretary

STATE OF OREGON)
County of Linn) ss.

On this 9th day of August, 1976,
personally appeared the above-named Kenneth T. Bloss and
acknowledged the foregoing instrument to be his voluntary
act and deed.

Before me:

Lisa A. Staud
Notary Public for Oregon
My commission expires: 9-5-76

STATE OF OREGON)
County of) ss.

On this 11 day of August, 1976,
personally appeared the above-named Richard Bryant and
acknowledged the foregoing instrument to be his voluntary
act and deed.

Before me:

Jean Sperry
Notary Public for Oregon
My commission expires: 3-6-78

100-019

2882

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 12 day of Aug A.D. 1976 at 11:13 o'clock A M. and recorded in Book 335 on Page 10 Records of Clack

ROSEMARY PATTERSON

County Clerk

By David L. Patterson Deputy