Declaration of Unit Ownership of Abbot House
A Condominium

THIS DECLARATION, made this 25th 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:

RECORDED BY PIONEER TITLE CO.

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 existance. 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 1, 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 totalling 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

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)
) ss.
County of Marion)

On this 21 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)
) ss.
County of)

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 1662.33 feet to the North Quarter corner of said Section; thence South 12°34'49" west 1675.76 feet to the point of beginning;

thence South 16°20'10" west 245.00 feet;
thence South 73°39'50" east 105.72 feet;
thence North 16°20'10" East 245.00 feet;
thence North 73°39'50" west 105.72 feet to the point of beginning, all in Deschutes County, Oregon.

TOGETHER WITH AN EASEMENT 60 feet in width having 20 feet on the West 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 2652.33 feet to the North quarter corner of said section; thence South 12°34'49" West 1675.76 feet; thence South 73°39'50" East 125.72 feet to the point of beginning;

thence South 16°20'10" west 245.00 feet;
thence South 24°24'53" west 129.68 feet;
thence South 5°55'59" East 98.54 feet;
thence South 85°33'56" East 33.87 feet;
thence South 43°29'7" east 105.76 feet;
thence South 84°58'42" East [illegible] feet;
thence North 65°12'44" East 71.89 feet;
thence South 40°11'10" East [illegible] feet
thence South 13°54'8" West 89.32 feet to the North Right of Way of Abbot Drive as platted in Meadow Village, the terminus of the above described easement being North 73°39'55" East along the North Right of Way of Abbot Drive 1669.16 feet from the intersection of the centerline of Center Drive and the North Right of Way of Abbot Drive, as platted in Meadow Village, all in Deschutes County, Oregon.

Exhibit "A"

ABBOT HOUSE

SITUATED IN SECTION 5,
T. 20 S., R. 11 E., W.M. DESCHUTES CO., OREGON
FOR: WILLIAM SLATER & JAMES VICKERY

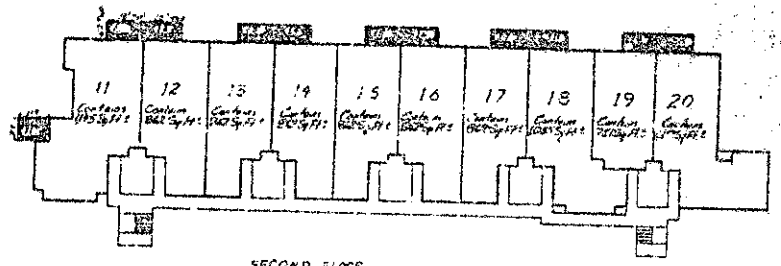
I, Glenn A. Ling, a Registered Professional Engineer do hereby certify that I prepared this site plan and the floor plans of ABBOT HOUSE; that such site plan and floor plans fully and accurately depict the layout of the units and floor of the building comprising ABBOT HOUSE and construction of these buildings was completed on 5-1-73

DATED THIS 5TH DAY OF Sept 1973

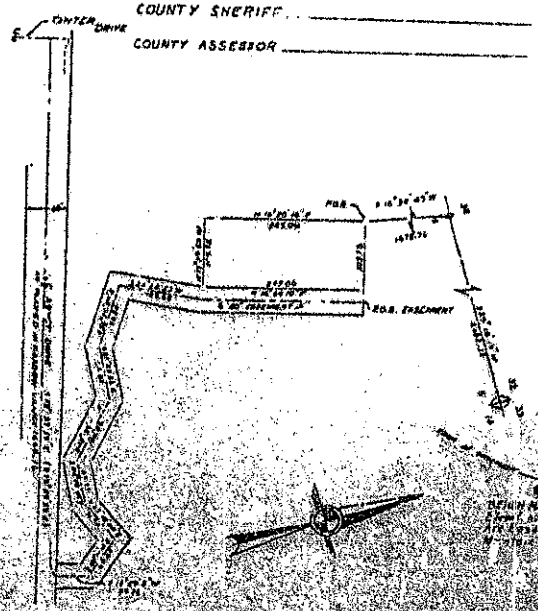
ALL TAXES, ASSESMENTS, FEES, OR OTHER CHARGES HAVE BEEN PAID AS OF _____ 19__

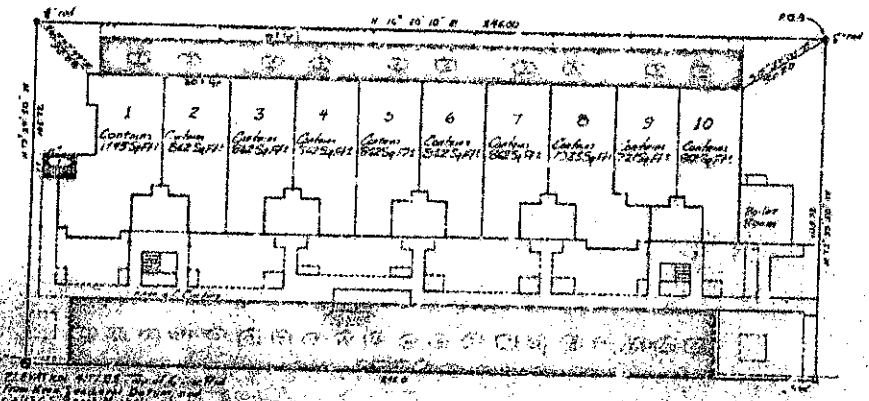
COUNTY SHERIFF _____

COUNTY ASSESSOR _____



SECOND FLOOR
Elevation: 4183.52 Feet MSL at Top of Sub Floor
Ceiling Elevations Vary





FIRST FLOOR
Elevation: 4174.58 Feet MSL at Top of Sub Floor
4182.58 Ceiling of Bottom of Joists

LEGEND

Units Area & Unit No.

Limited Common Element & Unit Number For Which It is Reserved

WILLIAM SLATER & JAMES VICKERY
SITE SURVEY
ABBOT HOUSE

Exhibit "B"

SEWER MASTER AS BUILT