

86-19384

0133-2059

SUPPLEMENTAL CONDOMINIUM DECLARATION
FOR STAGE II
FAIRWAY VILLAGE CONDOMINIUMS

This Supplemental Declaration submits to the provisions, restrictions and limitations of the Oregon Condominium Act, and hereinafter described and all improvements now existing or to be constructed on such real property to become a part of the condominium known as FAIRWAY VILLAGE CONDOMINIUMS, a condominium lying and being in the County of Deschutes, State of Oregon. The real property being submitted hereby is Stage II of FAIRWAY VILLAGE CONDOMINIUMS, as set forth in the Condominium Declaration of said condominium, recorded August 8, 1986, in the records of Deschutes County, Oregon, Fee No. 86-15296, Volume 129, Pages 1096 through 1122.

Recitals, Intent and Purpose

RIVER VILLAGE DEVELOPMENT COMPANY ("Declarant"), is owner in fee simple of the real property described hereinbelow and desires to submit said real property to the condominium form of ownership as Stage II of FAIRWAY VILLAGE CONDOMINIUMS, to be converted, handled and used in the manner provided by the Oregon Condominium Act.

Declarant has previously filed the Condominium Declaration and Bylaws of FAIRWAY VILLAGE CONDOMINIUMS, which Declaration contemplates up to a maximum of twenty (20) stages with a maximum of seventy-five (75) units in such stages.

The previously recorded Declaration submitted the seven (7) units in Stage I to the condominium form of ownership.

The Declarant with this Supplemental Declaration desires to and does hereby submit the five (5) units in Stage II to the condominium form of ownership.

B T C

NOW, THEREFORE

0133-2060

Supplemental Declaration

Declarant hereby declares on behalf of itself, its successors, grantees and assigns, as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the property described on Exhibit "A," that said real property in all respects shall be subject to the Oregon Condominium Act and is a part of FAIRWAY VILLAGE CONDOMINIUMS, subject to all of the rights, restrictions and obligations of the Condominium Declaration and Bylaws of said condominium recorded _____, 19____ in the records of Deschutes County, Oregon, Fee No. _____, pages _____ through _____. Except as herein amended to permit the addition of the five (5) units in Stage II, the Condominium Declaration and Bylaws shall remain in full force and effect.

1. LAND DESCRIPTION. The land submitted to the Oregon Condominium Act hereunder is owned and submitted by the Declarant in fee simple. The land is located in the County of Deschutes, State of Oregon, and is more particularly described on Exhibit "A" attached hereto.

2. NAME AND UNIT DESCRIPTION.

2.1 Name. The property submitted hereby shall become a part of and shall be known together with the seven (7) units in Stage I as FAIRWAY VILLAGE CONDOMINIUMS.

2.2 Boundaries of Units. Each unit shall be bounded by the perimeter walls, floors, ceilings, windows and window frames, doors and door frames and trim. The units shall include all lath, furring, wall-board, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of its finished surfaces and the exterior surfaces so described. All other portions of the walls, floors or ceilings shall be a part of the common elements. In addition, each unit shall include the following:

(a) All spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames, and all other fixtures and improvements within the boundaries of the unit; and

(b) All outlets of utility service lines, including, but not limited to, power, light, gas, hot and cold water, heating, refrigeration, air conditioning and waste disposal within the boundaries of the unit, but shall not include any part of such lines or ducts themselves.

In interpreting deeds, mortgages, deeds of trust and other instruments, for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries as shown on the plat and those of the actual building or buildings.

2.3 Building Description and Unit Designation. The land submitted by this Supplemental Declaration has two (2) buildings thereon in which condominium units are located. The condominium buildings, which are two-story, wood frame construction on concrete foundations with cedar siding and cedar shake roofs, contain five (5) units. The vertical and horizontal boundaries, number designation, location and dimension of each unit and the designation, location, description of boundaries and approximate area of each parking unit are shown on the plat for Stage II. The plat for Stage II is being recorded simultaneously with this Declaration.

The method used to establish allocation of undivided interest in the common elements will be based upon the square footage of each unit expressed as a percentage of the sum of the square footage in all units in the condominium at each such respective stage of development.

The unit designation, approximate area and percentage ownership in common elements as of the annexation of Stage II is as follows:

<u>Unit No.</u>	<u>Approximate Area</u>	<u>Percentage Ownership in Common Elements Stage II</u>
STAGE I		
1	1,038 Sq. Ft.	6.4125
2	1,394 Sq. Ft.	8.6119
3	1,394 Sq. Ft.	8.6119
4	1,394 Sq. Ft.	8.6119
5	1,394 Sq. Ft.	8.6119
6	1,402 Sq. Ft.	8.6613
7	1,394 Sq. Ft.	8.6119
STAGE II		
8	1,336 Sq. Ft.	8.2535
9	1,336 Sq. Ft.	8.2535
10	1,443 Sq. Ft.	8.9145
11	1,331 Sq. Ft.	8.2226
12	1,331 Sq. Ft.	8.2226
TOTAL:		100.0000

NOTE: The approximate area of the units as shown above includes only the square footage of the units, and does not include the square footage of the garages, which are approximately 290 square feet each.

2.4 Minimum Percentage Ownership In All Stages. The quality of construction and the exterior style of the buildings annexed in subsequent stages will be compatible with those of Stages I and II. In all events, the minimum allocation of undivided interest in the common elements of each unit in Stages I and II upon completion of the development will not be less than as follows:

<u>Unit No.</u>	<u>Approximate Area</u>	<u>Percentage Ownership in Common Elements Upon Completion</u>
STAGE I		
1	1,038 Sq. Ft.	.7114
2	1,394 Sq. Ft.	.9554
3	1,394 Sq. Ft.	.9554
4	1,394 Sq. Ft.	.9554
5	1,394 Sq. Ft.	.9554
6	1,402 Sq. Ft.	.9602
7	1,394 Sq. Ft.	.9554
STAGE II		
8	1,336 Sq. Ft.	.9156
9	1,336 Sq. Ft.	.9156
10	1,443 Sq. Ft.	.9882
11	1,331 Sq. Ft.	.9122
12	1,331 Sq. Ft.	.9122

3. GENERAL COMMON ELEMENTS.

3.1 Definition. The general common elements consist of all portions of the condominium not part of a unit or a limited common element, including, but not limited to the following:

- (a) The land;
- (b) The foundations, columns, girders, beams, supports, bearing walls, main walls, roofs, halls, corridors, lobbies, stairs, fire escapes, entrances and exits of the building(s);
- (c) The yards, gardens, roads, those parking areas not designated as limited common elements, and outside storage areas;
- (d) Installations of central services, such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, waste disposal and incinerators, up to the outlets within any units;
- (e) The tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use;

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

3.2 Maintenance and Repair of General Common Elements. Each unit will be liable for the maintenance, repair and replacement of the general common elements in equal proportion excepting for fire and casualty insurance and reserve for replacements.

4. LIMITED COMMON ELEMENTS. The following shall constitute limited common elements, the use of which shall be restricted to the units to which they pertain:

4.1 Decks/Courtyards. Each of the decks and courtyards is a limited common element appertaining to the unit which it adjoins as shown on the plat. The expense of maintenance and repair of the decks and courtyards shall be an equal expense of all unit owners, excepting for any damages caused by the negligence or intentional action of a specific unit owner, in which event such owner shall be liable to repair such damage to the limited common element. The expense of replacement of the decks and courtyards shall be a common expense, and shall be apportioned among the units based upon the square footage of each unit. The larger units shall pay a larger monthly amount toward the reserves. However, the allocation among the units may be approximate and need not be based precisely upon the amount of square footage.

4.2 Driveways. Each of the driveways is a limited common element appertaining to the unit to which it gives access as shown on the plat.

5. PARKING.

5.1 Garages. Each unit contains a single-car garage which contains approximately 290 square feet.

5.2 Limited Common Element Driveway Parking. Each unit has one driveway appertaining to it as a limited common element which may be used by the owner of such unit for parking. The location of each limited common element driveway.

5.3 General Common Element Parking. Any unnumbered or undesignated parking spaces are general common elements and shall be available for the use of the owners and their guests. The general common element parking shall be used in accordance with rules and regulations promulgated by the Board of Directors.

6. STATEMENT OF USE. The five (5) units in Stage II shall be used for residential, recreational and vacation purposes only.

7. DECLARATION AND BYLAWS. The annexation of the units in this Stage II is being made pursuant to rights reserved in the Declaration and Bylaws which have been recorded in the Records of Deschutes County, Oregon. Except as amended herein to permit the annexation of the five (5) units in Stage II, said Declaration and Bylaws which have been previously recorded shall be binding, enforceable and shall fully appertain to all of the property in Stage II as well as the property in the previously submitted stage.

IN WITNESS WHEREOF, the undersigned fee owner of the subject property has caused this Supplemental Declaration for Stage II to be executed this 8 day of August, 1986.

RIVER VILLAGE DEVELOPMENT COMPANY

By: Jerry Goodman V.P.
Jerry Goodman, Vice President

By: Jerry Goodman
Jerry Goodman, Secretary

STATE OF OREGON }
County of Deschutes } ss. Aug 8, 1986

Personally appeared Jerry Goodman, who, being duly sworn, did say that he is the Vice President and Secretary of RIVER VILLAGE DEVELOPMENT COMPANY, and that the foregoing 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.

BEFORE ME:

Norma S. Hart
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-28-89

0133-2065

The foregoing Supplemental Declaration is approved pursuant to
ORS 94.036 this 19th day of September, 1986.



MORELLA LARSEN
Real Estate Commissioner

By: Alberta Rastha

0133-2066

EXHIBIT "A"

FAIRWAY VILLAGE CONDOMINIUMS - STAGE II

A portion of Tract A, Fairway Point Village I, Sunriver, Deschutes County, Oregon, more particularly described as follows:

Beginning at the "Initial Point" of this plat, said point being South 66°00'56" West 200.16 feet of the northeast corner of said Tract A; thence South 17°00'00" West 131.51 feet; thence South 32°05'00" West 112.97 feet to a point on the northerly right of way West Core Road; thence along said right of way along the arc of a 492.22 foot radius curve to the right 127.93 feet, the chord of which bears South 50°28'16" East 127.57 feet; thence South 43°01'31" East 20.09 feet; thence leaving said right of way North 46°54'43" East 29.26 feet; thence along the arc of a 160.00 foot radius curve to the left 135.88 feet the chord of which bears North 22°35'01" East 131.83 feet; thence North 01°44'42" West 39.47 feet; thence along the arc of a 160.00 foot radius curve to the left 167.84 feet, the chord of which bears North 31°47'48" West 160.25 feet to the Point of Beginning, containing 0.76 acres more or less.

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

1986 OCT -1 AM 11: 12

MARY SUE PENHOLLOW
COUNTY CLERK

BY: P. L. L. DEPUTY

NO. 86-19384 FEE 33

DESCHUTES COUNTY OFFICIAL RECORDS