

## SUPPLEMENTAL CONDOMINIUM DECLARATION

## FOR STAGE III

## FAIRWAY VILLAGE CONDOMINIUMS

This Supplemental Declaration submits to the provisions, restrictions and limitations of the Oregon Condominium Act, land 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 III 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 1118, and the Supplemental Declaration recorded October 1, 1986 in the records of Deschutes County, Oregon, Fee No. 86-19384, Volume 133, Pages 2059 through 2066.

Recitals, Intent and Purpose

LIBERTY SAVINGS & LOAN ASSOCIATION ("Successor Declarant"), is the 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 III of FAIRWAY VILLAGE CONDOMINIUMS, to be converted, handled and used in the manner provided by the Oregon Condominium Act.

Successor Declarant's predecessor has previously filed the Condominium Declaration and By-Laws 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 original recorded Declaration submitted seven (7) units in Stage I to the condominium form of ownership, and the supplemental Declaration submitted five (5) units in Stage II to the condominium form of ownership.

The Successor Declarant with this Supplemental Declaration desires to and does hereby submit the six (6) units in Stage III to the condominium form of ownership.

NOW, THEREFORE:

Supplemental Declaration

Successor 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 By-Laws of said condominium recorded August 8, 1986 in the records of Deschutes County, Oregon, Fee No. 86-15296, Volume 129, pages 1096 through 1118 and the Supplemental Declaration recorded October 1, 1986 in the records of Deschutes County, Oregon, Fee No. 86-19384, Volume 133, Pages 2059 through 2066. Except as herein amended to permit the addition of the six (6) units in Stage III, the Condominium Declaration and By-Laws 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 Successor 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 and shall be known together with the seven (7) units in Stage I and five (5) units in Stage II 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 three 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 and contain six (6) units. The vertical and horizontal boundaries, number designation, location and dimension of each unit are shown on the plat for Stage III. The plat for Stage III is being recorded simultaneously with this Supplemental 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 III is as follows:

<u>Unit No.</u>	<u>Approximate Area</u>	<u>Percentage Ownership in Common Elements Stage</u>
1	1038 Sq. Ft.	4.28872
2	1394 Sq. Ft.	5.75961
3	1394 Sq. Ft.	5.75961
4	1394 Sq. Ft.	5.75961
5	1394 Sq. Ft.	5.75961
6	1402 Sq. Ft.	5.79267
7	1394 Sq. Ft.	5.75961
8	1336 Sq. Ft.	5.51998
9	1336 Sq. Ft.	5.51998
10	1443 Sq. Ft.	5.96208
11	1331 Sq. Ft.	5.49932
12	1331 Sq. Ft.	5.49932
32	1336 Sq. Ft.	5.51998
33	1336 Sq. Ft.	5.51998
34	1336 Sq. Ft.	5.51998
35	1336 Sq. Ft.	5.51998
36	1336 Sq. Ft.	5.51998
37	1336 Sq. Ft.	5.51998
<b>TOTAL</b>	<b>24203 Sq. Ft.</b>	<b>100.00000</b>

**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 approxima-

tely 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, II and III. In all events, the minimum allocation of undivided interest in the common elements of each unit in Stages I, II and III 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>
1	1038 Sq. Ft.	.7114
2	1394 Sq. Ft.	.9554
3	1394 Sq. Ft.	.9554
4	1394 Sq. Ft.	.9554
5	1394 Sq. Ft.	.9554
6	1402 Sq. Ft.	.9602
7	1394 Sq. Ft.	.9554
8	1336 Sq. Ft.	.9156
9	1336 Sq. Ft.	.9156
10	1443 Sq. Ft.	.9882
11	1331 Sq. Ft.	.9122
12	1331 Sq. Ft.	.9122
32	1336 Sq. Ft.	.9156
33	1336 Sq. Ft.	.9156
34	1336 Sq. Ft.	.9156
35	1336 Sq. Ft.	.9156
36	1336 Sq. Ft.	.9156
37	1336 Sq. Ft.	.9156
<b>TOTAL</b>	<b>24203 Sq. Ft.</b>	<b>16.5860</b>

### 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 installations existing for common use; and
- (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, together with the designation of the unit to which it pertains, is shown on the plat.

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 six (6) units in Stage III shall be used for residential, recreational and vacation purposes only.

7. DECLARATION AND BY-LAWS. The annexation of the units in this Stage III is being made pursuant to rights reserved in the Declaration and By-Laws which have been recorded in the Records of Deschutes County, Oregon. Except as amended herein to permit the annexation of the six (6) units in Stage III, said Declaration and By-Laws which have been previously recorded shall be binding, enforceable and shall fully appertain to all of the property in Stage III as well as the property in the previously submitted stages.

IN WITNESS WHEREOF, the undersigned fee owner of the subject property has caused this Supplemental Declaration for Stage III to be executed this 31st day of July, 1987.

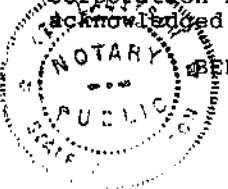
LIBERTY SAVINGS & LOAN ASSOCIATION

By: [Signature]  
ROBERT L. FENSTERMACHER, President

By: [Signature]  
ROY E. ADKINS, Secretary

STATE OF OREGON )  
County of Lane ) ss. July 31, 1987

Personally appeared ROBERT L. FENSTERMACHER, President, and ROY E. ADKINS, Secretary, of LIBERTY SAVINGS & LOAN ASSOCIATION, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



BEFORE ME: [Signature]  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3/19/90

150 - 1194

The foregoing Supplemental Declaration is approved pursuant  
to ORS 94.036 this 19th day of August, 1987.



MORELLA LARSEN  
Real Estate Commissioner

By *Alberta Raedke*

## DESCRIPTION SHEET

A portion of Tract A, FAIRWAY POINT VILLAGE I, a subdivision of record in the North Half (N1/2) of Section 29, Township 19 South, Range 11, East of the Willamette Meridian, Deschutes County, Oregon, that a 2-1/2" by 36" iron pipe was set in the initial point of FAIRWAY VILLAGE CONDOMINIUMS, STAGE III, the boundary of which is more particularly described as follows:

Beginning at the initial point, said point being on the Easterly boundary of Tract A, FAIRWAY POINT VILLAGE I, Sunriver, Oregon, and bearing South 01°44'00" East, 145.00 feet from the Northeast corner of said Tract A; thence South 01°44'00" East, 274.35 feet to a 5/8" iron rod; thence South 88°16'00" West, 30.00 feet to a 5/8" iron rod; thence South 01°44'00" East, 50.00 feet to a 5/8" iron rod; thence North 88°16'00" East, 30.00 feet to a 5/8" iron rod; thence South 01°44'00" East, 54.95 feet to a 5/8" iron rod; thence along the arc of 326.69 foot radius curve to the right, 182.74 feet, the chord of which bears North 59°04'25" West, 180.37 feet to a 5/8" iron rod; thence North 43°01'31" West, 44.59 feet to a 5/8" iron rod; thence North 46°54'43" East, 29.26 feet to a 5/8" iron rod; thence along the arc of a 160.00 foot radius curve to the left, 135.38 feet, the chord of which bears North 22°35'01" East, 131.83 feet to a 5/8" iron rod; thence North 01°44'42" West, 39.47 feet to a 5/8" iron rod; thence along the arc of a 160.00 foot curve to the left, 45.30 feet, the chord of which bears North 09°55'48" West, 45.15 feet to a 5/8" iron rod; thence North 75°42'25" East, 114.21 feet to the point of beginning.

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

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

87 AUG 25 PH 3:33

MARY SUE PENNOLLOW  
COUNTY CLERK

BY: P. L. Lusk DEPUTY

EXHIBIT "A"

NO. 87-17059 FILE 33-  
DESCHUTES COUNTY OFFICIAL RECORDS