

THE PENNBROOK COMPANY  
869 NW Wall Street Suite 204  
Bend, OR 97701

AFTER RECORDING RETURN TO

95-33458

385 - 2235

**DECLARATION  
FOR POWDER VILLAGE CONDOMINIUM**

Whereas, the undersigned Declarant desires to submit the Condominium described in this Declaration, together with all improvements now existing or hereafter to be constructed thereon, to the provisions, restrictions, and limitations of the Oregon Condominium Act, ORS 100.005 through ORS 100.910;

Now, Therefore, it is declared as follows:

**Section 1. Definitions.**

As used herein, the term

a. "Association of Unit Owners" means the Association of Unit Owners of Powder Village Condominium, an Oregon nonprofit corporation.

b. "Common Expenses" means expenses of administration, maintenance, repair or replacement of the common elements, including deposits in the working capital fund and reserve fund, together with such expenses agreed upon as common by the Association of Unit Owners in the manner provided in the Bylaws.

c. "Condominium" means the land, all buildings, improvements, and structures thereon and all easements, rights and appurtenances belonging thereto which are hereby submitted to the provisions of the Oregon Condominium Act.

d. "Eligible Mortgage Holder" means a holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with the FNMA Conventional Home Mortgage Selling Contract Supplement.

e. "Manager" means the person or firm, if any, hired by the board of directors of the Association of Unit Owners to be in charge of the administration of and to manage the Condominium.

**Section 2. Name of the Condominium.**

The Condominium subject to this Declaration shall be known by the name Powder Village Condominium.

**Section 3. Description of the Condominium.**

This Declaration submits to the provisions, restrictions, and limitations of the Oregon Condominium Act, a fee simple interest in the land described on Exhibit A attached hereto, together with the units hereinafter described and all other improvements now existing or to be construed on such land.

**Section 4. General Description of the Units.**

There shall be a total of 56 units. The units shall be situated in seven structures, which shall be two-story wood frame structures. The units shall be bounded by the undecorated surface of the interior perimeter walls, floors, and ceilings, exclusive of any common elements. All doors, door frames, and nonloadbearing walls within a unit are part of the unit. A general description of the units and their approximate area is attached hereto marked Exhibit B. The dimensions, designation, and location of each unit are shown in the plat filed simultaneously herewith and made a part of this Declaration as if fully set forth herein.

**Section 5. Common Elements.**

a. The general common elements shall consist of all portions of the Condominium not part of a unit or a limited

common element, including all the above-described land; all foundations, columns, girders, beams and supports; all corridors and stairs except stairs within loft units; all exterior walls of the buildings in which the units are situated and all walls and partitions separating units from other units, parking areas, driveways, walkways, landscaping, utilities, utility lines, recreational facilities and all the appurtenances thereto. The common elements will also include a swimming pool, spa, and laundry facility, the location and general features of which are described on Exhibit C attached hereto. Declarant hereby reserves the right to construct and agrees to begin construction of the swimming pool, spa, and laundry facilities as soon as weather will permit and to complete construction not later than October 31, 1995. Declarant reserves the right to occupy portions of the common elements as necessary or convenient for construction of the swimming pool, spa, and laundry facilities.

b. The limited common elements shall consist of (a) the deck or balcony adjacent to each unit as shown on the plat, the use of which is restricted to each respective appurtenant unit (b) hot water heaters situated in the attics of each building, the use of which is restricted to the unit to which each hot water heater is connected and (c) storage areas on the first floor of each building, the use of which is restricted to the unit in such building, the number of which is designated on the plat (in Buildings A, B, F, and G, storage areas will be for the use of units 5, 6, 7, and 8; and in Buildings C, D, and E, storage areas will be for the use of units 1, 2, 3, and 4).

**Section 6. Allocation of Interest in Common Elements.**

Each unit shall have a 1/56th interest in the common elements. Interests in common elements are to be allocated to units equally. Such undivided interest in the common elements shall not be separated from the unit to which it appertains and shall be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

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

**Section 7. Ownership of Units.**

Each individual unit, together with its undivided interest in the common elements, if any, shall be owned by the unit owner and may be individually conveyed and encumbered and be the subject of ownership, possession, sale, or other disposition as though it were solely and entirely independent of the other units, and the individual titles and interest shall be recordable. Each unit owner shall be entitled to the exclusive ownership, possession, and enjoyment of his unit. Each unit owner shall be subject to all the rights and duties assigned to unit owners under the terms of this Declaration and the Bylaws. When there are unsold units, Declarant also enjoys the same rights and assumes the same duties as they relate to each individual unsold unit.

Each unit owner has an unrestricted right of ingress and egress to his or her unit. This right shall be perpetual so that it passes with the unit as transfers of ownership of the unit occur. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the common elements will be void unless the unit to which that interest is allocated is also transferred.

**Section 8. Taxation of Units.**

Each unit, with its allocation of undivided interest in the common elements shall be considered a parcel of real property subject to separate assessment and taxation by any taxing unit in like manner as other parcels of real property as required by ORS 100.555. The common elements shall not be considered a parcel for purposes of taxation.

**Section 9. Voting Rights.**

Each unit shall be entitled to one vote.

**Section 10. Maintenance, Improvement, and Intended Use of Units.**

Subject to ORS 100.535, a unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness or safety of the Condominium, reduce the value thereof or impair any easement or hereditament unless the consent of the board of directors and the consent of all other unit owners affected is first obtained. The units will be used only for residential use and related purposes. The Association shall have a right of entry on any unit to perform emergency repairs or to do other work necessary for the maintenance of the Condominium.

**Section 11. Use and Maintenance of Common Elements.**

Each unit owner may use the common elements in accordance with the purposes for which they are intended, but may not hinder or encroach upon the lawful rights of the other unit owners. The common elements may be used to provide utility services to the units at locations and on terms approved by the board of directors. As provided in ORS 100.405(5), the association, through the board of directors, shall have the right to grant permits, licenses, and easements over the general common elements for utilities, roads, and other purposes necessary for the proper operation of the Condominium.

The necessary work to maintain, repair, or replace the common elements and additions or improvements to the common elements shall be the responsibility of the Association of Unit Owners and shall be carried out as provided in the Bylaws.

The Association of Unit Owners shall have the right, to be exercised by the board of directors, or any manager employed by the board of directors, to have access to each unit as may be necessary for the maintenance, repair, or replacement of the common elements, to make emergency repairs therein necessary for the public safety, to prevent damage to the common elements or to another unit, or to abate any nuisance existing in any unit.

The board of directors shall have the authority to assign parking spaces for designated units on an equitable basis. Assigned parking spaces will remain general common elements.



**Section 12. Management of Affairs of Association of Unit Owners.**

The affairs of the Association of Unit Owners shall be managed by a board of directors and by officers consisting of a President, a Secretary and a Treasurer. The board of directors shall adopt administrative rules and regulations governing the details of the operation, maintenance and use of the Condominium and to prevent unreasonable interference with the use of the respective units and of the common elements by the several unit owners. The board of directors may retain an individual or firm to act as Manager of the Condominium. Any such agreement shall provide for a term of three years and may be terminated, with or without cause, upon 90 days' notice to all parties affected.

**Section 13. Adoption of Bylaws.**

The Declarant has adopted, pursuant to the requirements of the Oregon Condominium Act, Bylaws which are being recorded in the official records of Deschutes County, Oregon, to govern the administration of the Condominium.

The Bylaws may be amended from time to time as provided therein.

**Section 14. Compliance With Bylaws and Other Restrictions.**

Each unit owner shall comply with the Bylaws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions, and restrictions in this Declaration or in the deed to his unit. Failure to comply therewith shall be grounds for an action maintainable by the Association of Unit Owners or by an aggrieved unit owner, in addition to other sanctions which may be provided by the Bylaws

or by the administrative rules and regulations. Unit owners shall have similar rights of action against the Association of Unit Owners.

**Section 15. Person to Receive Service of Process in Certain Cases.**

Service of process in any action relating to the common elements or to more than one unit in cases provided in subsection (1) of ORS 100.550 shall be made upon the designated agent named in the Condominium Information Report filed in accordance with ORS 100.250(1)(a).

**Section 16. Easements and Other Interests.**

The Association of Unit Owners, pursuant to ORS 100.405(5), has the authority to execute, acknowledge, deliver and record on behalf of the unit owners, permits, easements, rights-of-way, licenses, and other similar interests affecting the general common elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The granting of any interest pursuant to this Section 16 shall be first approved by at least 75 percent of the unit owners. The instrument granting an interest pursuant to this Section 16 shall be executed and acknowledged by the President and Secretary and shall state that such granting was approved by at least 75 percent of the unit owners.

**Section 17. Receipts and Expenses.**

The receipts of the Condominium shall be distributed among and the common expenses shall be charged to the unit owners



in proportion to their respective interests in the common elements. Assessments shall first commence upon the conveyance of the first unit. Receipts by unit owners for rental of their unit shall not constitute common receipts. No unit owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

A working capital fund shall be established for the initial months of the Condominium operation equal to Declarant's estimate of two months monthly Association of Unit Owners regular assessments. Each unit's share of the working capital fund shall be collected and transferred to the Association of Unit Owners at the time of closing of the initial sale of each unit and maintained in a segregated account for the use and benefit of the Association of Unit Owners. The purpose of the fund is to ensure that the Association of Unit Owners will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board of directors. Amounts paid into the working capital fund shall not be considered as advance payments of regular assessments. Declarant shall not use the working capital funds to defray and of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association.

**Section 18. Lien of Association Against Unit.**

The board of directors shall have the authority and the duty to levy and enforce the collection of general and special

assessments for Common Expenses. Whenever the Association of Unit Owners levies any assessment for common expenses against a unit, the Association of Unit Owners, upon complying with this section, shall have a lien upon the individual unit and the undivided interest in the common elements appertaining to such unit for the reasonable value of such common expenses allocable to such unit and for any unpaid assessments and interest as provided in ORS 100.450(2)(b), plus costs and reasonable attorneys' fees, and the lien shall be prior to all other liens or encumbrances upon the unit, except

- a. tax and public improvement assessment liens, and
- b. a first mortgage or trust deed of record.

Each assessment shall be a separate and personal debt and obligation of the unit owner against whom the same is assessed at the time the assessment fell due and shall be collectible as such. Such personal obligation shall not pass to successors in title unless assumed by them or required by law. The board of directors shall cause to be filed a notice of lien claim pursuant to ORS 100.450 with respect to any assessment which has not been paid within 30 days from the mailing of the notice of assessment. The notice of lien claim shall be filed within 10 days following the expiration of such 30-day period. The Association of Unit Owners shall be entitled to recover, in any suit to foreclose or action to recover a money judgment for unpaid common expenses, interest on the delinquent assessment at the rate of 12 percent per annum and costs, including reasonable attorneys' fees in such suit or action, or any appeal therefrom.

A lien for common expense assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage or trust deed or a deed in lieu of foreclosure to the extent permitted by ORS 100.465 shall extinguish a subordinate lien for assessments which become payable prior to such sale or transfer. Any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit from the lien of, an assessment made thereafter.

In case of foreclosure, the unit owner shall be required to pay a reasonable rental for the unit; and the plaintiff in the foreclosure suit shall be entitled to the appointment of a receiver to collect the rental, without regard to the value of the security. An action to recover a money judgment, together with reasonable attorneys' fees for unpaid common expenses, may be maintained without foreclosing or waiving the lien securing the claim for common proceeds.

**Section 19. Power of Condominium Manager to Bid at Foreclosure Sale.**

In any suit to foreclose a lien of the Association of Unit Owners against a unit, the board of directors or the manager, acting on behalf of the unit owners, shall have power to bid on the unit at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The board of directors or

the manager, acting on behalf of the unit owners, is prohibited from bidding on or otherwise acquiring a unit in any other foreclosure suit.

**Section 20. Insurance.**

The Association of Unit Owners, by and through the board of directors, shall obtain and keep in effect at all times insurance coverage as specified in the Bylaws.

The board of directors shall not be responsible for procuring fire and extended coverage insurance covering the furniture, fixtures, equipment, or contents located in the individual units.

The insurance obtained by the Association of Unit Owners, by and through the board of directors, as required by this section shall be a common expense.

**Section 21. Damage or Destruction.**

If a building within the Condominium is damaged, destroyed, or partially condemned, the board of directors shall immediately proceed to rebuild and restore the building so damaged, destroyed, or partially condemned so that the same will be returned to substantially the same condition in which the building existed prior to such damage, destruction, or partial condemnation. Each unit and the common elements shall have substantially the same vertical and horizontal boundaries as before, unless at least 90 percent of all the unit owners and Eligible Mortgage Holders who represent at least 51 percent of the votes of the unit estates that are subject to mortgages held by Eligible Holders agree that the Condominium shall not be

rebuilt and restored. If the Condominium is to be rebuilt and restored and the insurance proceeds be insufficient to rebuild and restore, the unit owners shall be liable for assessment for any deficiency as a common expense. If 90 percent of all the unit owners and Eligible Mortgage Holders who represent at least 51 percent of the votes of the unit estates that are subject to mortgages held by Eligible Holders agree that the Condominium shall not be rebuilt or restored, the Condominium shall be considered removed from the provisions of the Oregon Condominium Act in accordance with ORS 100.600.

The Association of Unit Owners, through a trustee appointed for such purpose, shall represent the unit owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the common areas or part thereof. In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the Association of Unit Owners, or any trustee, for the use and benefit of the unit owners and their mortgagees as their interests may appear in proportion to their interests in the common elements.

**Section 22. Easements for Encroachment.**

If any part of the common elements now or hereafter encroaches upon any unit or if any unit now or hereafter encroaches upon any other unit or upon any portion of the common elements, an easement for such encroachment and the maintenance thereof, as long as it continues, shall exist. In the event a

unit or a building containing units shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the common elements upon any unit, any unit upon any other unit, or upon any portion of the common elements due to the construction shall be permitted as set forth in ORS 100.515; and easements for such encroachments and the maintenance thereof shall exist.

**Section 23. Mortgagee Protection.**

The liens created hereunder upon any unit shall be subject to and subordinate to, and shall not affect the rights of or the holder of the indebtedness secured by any recorded first mortgage or deed of trust (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value. After repossession or the foreclosure of any such mortgage there may be a lien created pursuant to Section 19 hereof on the interest of the owner of the unit or of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder after the date of such repossession or foreclosure sale, which lien, if any is claimed, shall have the same effect and be enforced in the same manner as provided herein.

The holder, insurer, or guarantor of the mortgage on any unit shall have the right to timely written notice of (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the unit securing its mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage; (c)



a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

The mortgage holder, insurer, or guarantor must send a written request for this information to the Association, stating both its name and address and the unit number or address of the unit on which it has (or insures or guarantees) the mortgage in order to obtain the foregoing information.

No amendment to this section shall affect the rights of or the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

**Section 24. Limits on Use of Units and Common Elements.**

The units shall be used for residential purposes and related uses. Any lease or rental agreement with respect to a unit must be in writing and be subject to the requirements of this Declaration and the Association. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the Condominium without the prior written consent of the board of directors. No unit owner shall permit anything to be done or kept in his unit which will result in the cancellation of the insurance on any part of the Condominium. The board of directors shall have the power to adopt rules and regulations for use of the common elements and there shall be no violation of such rules. No automobile maintenance or repair will be permitted on the common elements.

**Section 25. Pets.**

No domestic animals shall be kept or raised within or in any unit except as follows:

a. Household pets may be allowed with the prior written approval of the board of directors which approval the board of directors may withhold in its sole discretion. Household pets shall be limited to dogs, cats, birds, hamsters, gerbils, or fish. No permits will be issued for pets which the board of directors, in its sole discretion, regards as dangerous, including, without limitation, pit bulls and rottweilers. The approval of the board of directors shall be in the form of a pet permit which shall be issued upon the application of the unit owner seeking permission to maintain a household pet within the Condominium. No more than one pet permit shall be issued to any unit owner.

b. Any unit owner keeping a pet within the Condominium shall prevent the pet from causing any disturbance to other unit owners or occupants. When not inside a unit, the pet shall be under physical restraint or leash and under the immediate supervision and responsibility of the owner of the pet or the owner's designee. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance.

c. Upon the written request of any unit owner, the board of directors shall conclusively determine in its sole and absolute discretion whether a particular pet is being kept in violation of the provisions of this Section 25 or the applicable pet permit or whether the pet is making an unreasonable amount of

noise or is a nuisance. The board of directors may levy a fine of up to \$100 for the first violation and up to \$500 for the second and each subsequent violation or may order the removal of any offending pet. Each day that a unit owner fails to comply with an order of the board of directors regarding a pet shall constitute a separate offense for which a fine may be levied. In addition to levying a fine for any violation of an order of the board of directors pursuant to this Section 25, the Association may seek specific performance of the board of directors order and any other legal or equitable remedies available to it. In any suit or action to enforce the provisions of this Section 25, the prevailing party shall be entitled to recover costs and reasonable attorneys fees at trial and on appeal.

d. Each unit owner keeping a pet within the Condominium shall be liable for all injury and damage caused by such pet. The owner of a pet shall be responsible for cleaning up any droppings deposited by the pet within the Condominium or surrounding roadways. Each owner of a pet brought within the Condominium shall indemnify, defend, and hold harmless the Association and all other owners from and against any and all loss, cost, or damage resulting from the activities of such pet.

e. Pets belonging to guests of unit owners or to renters will not be allowed on the Condominium.

f. Unit owners must make application to receive a revocable pet permit from the board of directors prior to maintaining a pet within the Condominium and allow the board of directors reasonable time to review the application and respond.

The board of directors shall have the right to impose a reasonable fee for processing an application for a pet permit. Each pet permit will be subject to the following conditions and such other conditions as the board of directors deems appropriate:

(1) Pets must be under restraint and supervision at all times when not inside the unit.

(2) Pets must not be left unattended in motor vehicles parked within the Condominium.

(3) Unit owners are responsible to clean up after their pets and dispose of waste in an appropriate manner.

(4) Pets must not create a nuisance to others by barking or some other manner of behavior or cause a dangerous or vicious act towards another resident, guest, or domestic animal.

Prior to the election of the board of directors, all of its responsibilities under this Section 25 shall be carried out by Declarant. Declarant shall have all the powers granted to the Association Board of Directors in carrying out such responsibilities.

**Section 26. Amendment.**

Except as otherwise provided in the Oregon Condominium Act, no amendment may change the allocation of undivided interest in the common elements, method of determining liability for common expenses, right to common profits or voting rights of any unit as expressed in this Declaration unless such amendment has

been approved by the owners of the affected units, and such unit owners shall record an amendment to this Declaration setting forth the altered allocation of each unit owner having an interest and, if required by law, the amendment is approved by the Real Estate Commissioner pursuant to ORS 100.135.

Except as hereinabove provided, this Declaration may be amended consistent with the provisions of the Oregon Condominium Act by the affirmative vote of 75 percent of the voting rights at the annual meeting of the Association of Unit Owners, or at any special meeting called for such purpose, or by written proxy or written consent of 75 percent of the voting rights. Such amendment shall be effective upon the recordation of an instrument executed and acknowledged by the President and Secretary of the Association of Unit Owners with the Deschutes County Recording Officer, setting forth such amendment in full and the amendment is approved by the Real Estate Commissioner pursuant to ORS 100.135.

An amendment of a material nature must also be approved by Eligible Mortgage Holders who represent at least 51 percent of the votes of units that are subject to mortgages held by Eligible Mortgage Holders. An amendment will be regarded as material if it is material under the applicable provisions of the FNMA Selling Guide.

**Section 27. Administrative Control.**

Until the date of conveyance, to persons other than Declarant, of 75 percent of the units in the last stage which Declarant may submit to the provisions of the Oregon Condominium

Act in accordance with the provisions thereof, or until four years following conveyance of the first unit, whichever occurs earlier;

a. Declarant may appoint and remove officers and members of the board of directors of the Association of Unit Owners;

b. Declarant shall have three votes with respect to each unit owned by it, notwithstanding the provisions of Section 9;

c. Declarant shall have the right to exercise all the powers of the board of directors under this Declaration and the Oregon Condominium Act, except that Declarant may not bind the Association of Unit Owners, prior to passage of control, either directly or indirectly to contracts or leases, including a management contract, unless the Association of Unit Owners is provided with a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than 90 days' notice to the other party thereto;

d. This Declaration and the Bylaws shall not be amended without Declarant's consent, and

e. Declarant shall have the right to occupy the common elements in connection with its construction activities so long as such activities do not unreasonably interfere with use of the common elements by other unit owners.



Section 28. Plan of Development.

The rights provided for under ORS 100.150(1) are being reserved.

There are no limitations on the rights reserved under ORS 100.150(1).

A metes and bounds legal description of all variable property within the Condominium is set forth on Exhibit D-1 and Exhibit D-2. The property depicted as "non-withdrawable variable Property Y" on the plat is described on Exhibit D-1 and the property depicted as "non-withdrawable variable Property Z" is described on Exhibit D-2.

The Plan of Development for the Condominium includes a maximum of 88 units to be developed in not more than two stages. The right reserved under ORS 100.150(1) will expire six years from the date of recording this declaration (the "Termination Date").

The minimum allocation of undivided interests in the common elements to each unit including the units in Stage I upon completion of development, if Declarant elects to proceed with all stages of development and at each stage of development will be a fraction, the numerator of which shall be one and the denominator of which shall be the total of units submitted to the provisions of the Oregon Condominium Act. If Declarant creates the maximum number of units, the minimum allocation of undivided interest in the common elements for each unit in the Condominium will be 1/88th. Each additional unit shall have one vote. There are no existing improvements on the variable property. Declarant

reserves the right to create limited common elements within the variable property related to the additional units to be constructed on the variable property. Such limited common elements will consist of decks, storage areas, and other improvements related to the use of individual units. All intended improvements in future stages on the variable property shall be consistent with initial improvements in terms of structure type and quality of construction and shall be substantially completed prior to reclassification. Assessments and votes appurtenant to each additional unit shall become effective on the recording of a supplemental declaration covering such unit, which shall not occur until the substantial completion of such unit. All taxes and other assessments relating to improvements on variable property covering any period prior to the addition of such Condominium, shall be paid or otherwise satisfactorily provided for by the Declarant.

There is no variable property which is not designated as non-withdrawable variable property. The plat shows the location and dimensions of all non-withdrawable variable property. Improvements on the non-withdrawable variable property to be made by Declarant shall consist of up to 32 additional units with related landscaping, parking, storage, and similar improvements. If by the Termination Date, all or any portion of the non-withdrawable variable property has not been reclassified, such property shall automatically be reclassified as of the Termination Date as a general common element of the Condominium and any interest in such property held for security purposes

shall be automatically extinguished by such classification. The Association shall not have the rights previously held by Declarant upon the reclassification of non-withdrawable variable property on the Termination Date. The rights of the Association regarding non-withdrawable variable property after reclassification to common elements shall not be amended.

Declarant reserves the right to use unoccupied portions of the Condominium for the construction of additional units as provided above and for the storage of materials and other construction activities in connection with such construction.

**Section 29. Termination of Legal Status.**

Termination of the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium must be approved as provided in ORS 100.600.

In Witness Whereof, the undersigned has executed this Declaration this 26 day of August, 1995.

**ASPEN POWDER L.L.C., an Oregon limited liability company**

By **PDC PROPERTIES, INC., Member**

By   
President

The undersigned holders of trust deeds covering all or a portion of the Condominium have executed this Declaration pursuant to ORS 100.100(3) for the purpose of consenting to the property described on Exhibit A being submitted to the provisions of ORS 100.005 to 100.625 and the terms and conditions of the

foregoing Declaration and the Bylaws adopted pursuant to  
section 13 thereof.

## FIRST INTERSTATE BANK OF OREGON

By [Signature] V.P.

DOLORME, INC.

By [Signature]

STATE OF OREGON)

COUNTY OF Deschutes ) SS

This instrument was acknowledged before me on  
August 26, 1995, by Donald N. Bauhofer as President  
of PDC Properties, Inc. as a Member of Aspen Powder L.L.C.



HOLLY B. BAUHOFF  
NOTARY PUBLIC  
OREGON  
COMMISSION EXPIRES MAR 19, 1997

Holly Bauhofer

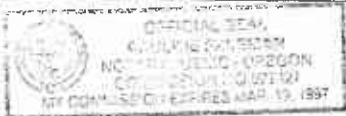
Notary Public for Oregon

My commission expires: 10-26-97

STATE OF OREGON )

COUNTY OF Multnomah ) SS

This instrument was acknowledged before me on  
28th August, 1995, by John D. Hansen as  
Vice President of First Interstate Bank of Oregon.

Pauline E. Hansen

Notary Public for Oregon

My commission expires: 3-19-97

STATE OF OREGON )

COUNTY OF Deschutes ) SS

This instrument was acknowledged before me on  
August 26, 1995, by Emagie Riquelme as  
President of Dolorme, Inc.



HOLLY B. BAUHOFF  
NOTARY PUBLIC  
OREGON  
COMMISSION EXPIRES MAR 19, 1997

Holly Bauhofer

Notary Public for Oregon

My commission expires: 10-26-97

385 - 2259

The foregoing Declaration is approved pursuant to ORS  
100.110 this 6th day of September, 1995.

SCOTT W. TAYLOR  
Real Estate Commissioner

By

*Stan F. Mayfield*

The foregoing Declaration is approved pursuant to ORS  
100.110 this 9th day of Sept., 1995.

*Tim W. Wood*  
Deschutes County Assessor

The foregoing Declaration is approved pursuant to ORS  
100.110 this 18th day of September, 1995.

*Helen Pastorek*  
*by Marilyn J. Baker, Chief Deputy*  
Deschutes County Tax Collector



## EXHIBIT A

A PORTION OF PARCEL 2, MP-83-2 IN THE SOUTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

## DESCRIBED AS FOLLOWS:

BEGINNING AT THE "INITIAL POINT", ON THE WESTERLY BOUNDARY LINE OF SAID PARCEL 2, MP-83-2 FROM WHICH THE SOUTH ONE-QUARTER OF SECTION 5 BEARS SOUTH 89°35'40" WEST, 568.33 FEET; THENCE NORTH 00°05'39" EAST, 399.31 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF ENTERPRISE DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING THREE CURVES AND TWO COURSES:

ALONG A 363.37 FOOT RADIUS CURVE RIGHT 85.45 FEET (CHORD BEARS SOUTH 71°13'39" EAST, 85.25 FEET);  
SOUTH 64°29'28" EAST, 138.81 FEET;  
ALONG A 400.00 FOOT RADIUS CURVE LEFT 271.18 FEET (CHORD BEARS SOUTH 83°53'51" EAST, 266.02 FEET);  
NORTH 76°40'50" EAST, 29.97 FEET;  
ALONG A 200.00 FOOT RADIUS CURVE LEFT 15.97 FEET (CHORD BEARS NORTH 74°22'28" EAST, 15.97 FEET) TO THE NORTHWEST CORNER OF LOT 12, BLOCK 2, BUSINESS PARK III;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 12 SOUTH 17°51'52" EAST, 305.60 FEET TO A POINT ON THE SOUTHERLY SECTION LINE OF SAID SECTION 5; THENCE LEAVING SAID WESTERLY BOUNDARY LINE AND FOLLOWING ALONG SAID SOUTHERLY SECTION LINE SOUTH 89°35'40" WEST, 516.66 FEET TO A 3" ALUM. CAP STAMPED W-E 1/64 S5-S8, 1984, LS 1020; THENCE CONTINUING ALONG SAID SOUTHERLY SECTION LINE SOUTH 89°35'30" WEST, 93.32 FEET TO THE "INITIAL POINT" AND TERMINUS OF THIS DESCRIPTION, CONTAINING 4.009 ACRES, MORE OR LESS.



## EXHIBIT B

## General Description of Units

Units A5, A6, A7, A8

B5, B6, B7, B8

F5, F6, F7, F8

G5, G6, G7, G8 are studio units with an area of approximately 392 square feet.

Units A1, A2, A3, A4,

B1, B2, B3, B4

F1, F2, F3, F4

G1, G2, G3, G4 are studio units with an area of 392 square feet plus a loft.

Units C5, C6, C7, C8

D5, D6, D7, D8

E5, E6, E7, E8 are one bedroom units with an area of approximately 572 square feet.

Units C1, C2, C3, C4

D1, D2, D3, D4

E1, E2, E3, E4 are one bedroom units of approximately 572 square feet plus a loft.

EXHIBIT C

385 - 2262

PROPERTY LINE

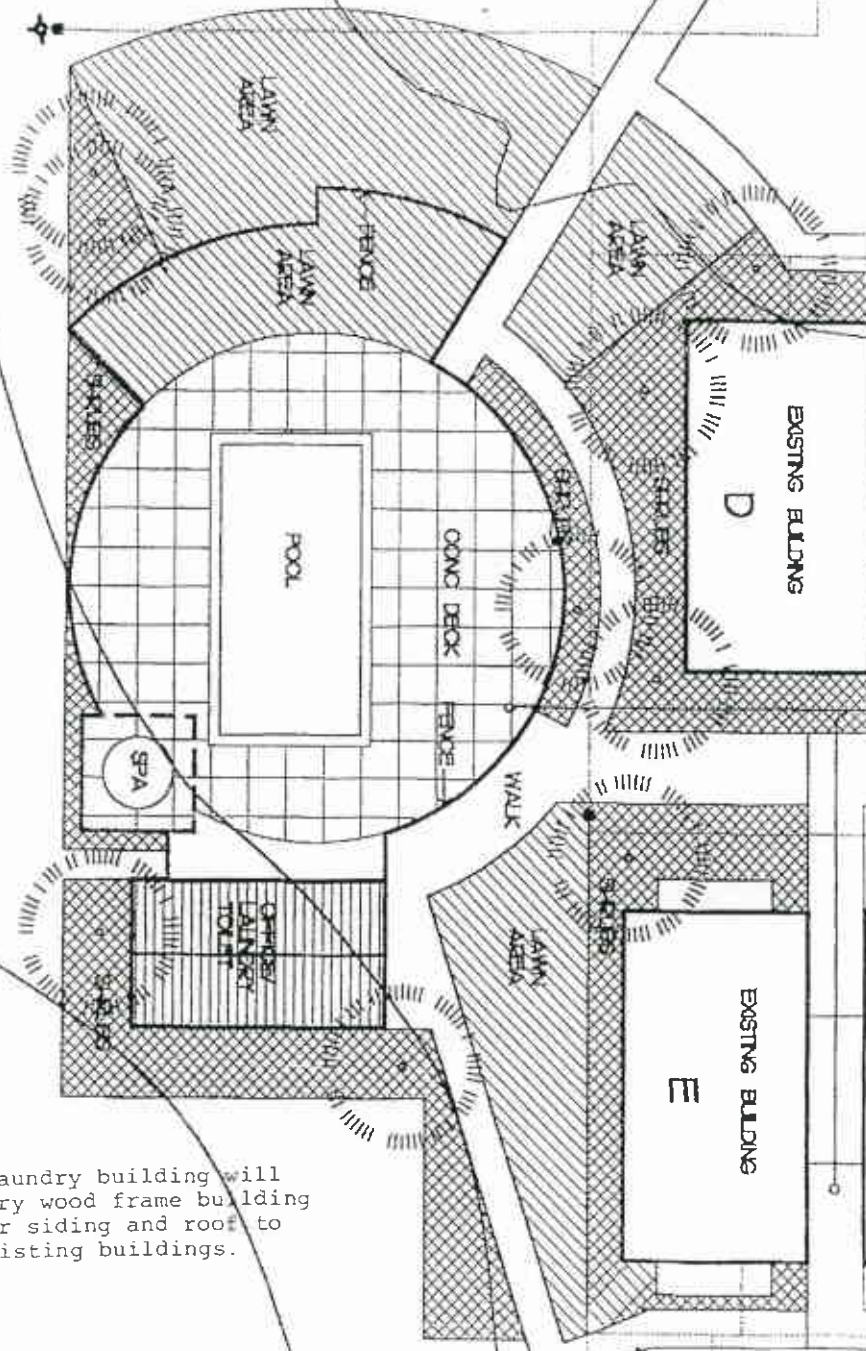
SCALE 1" = 20 FT  
04/14/95

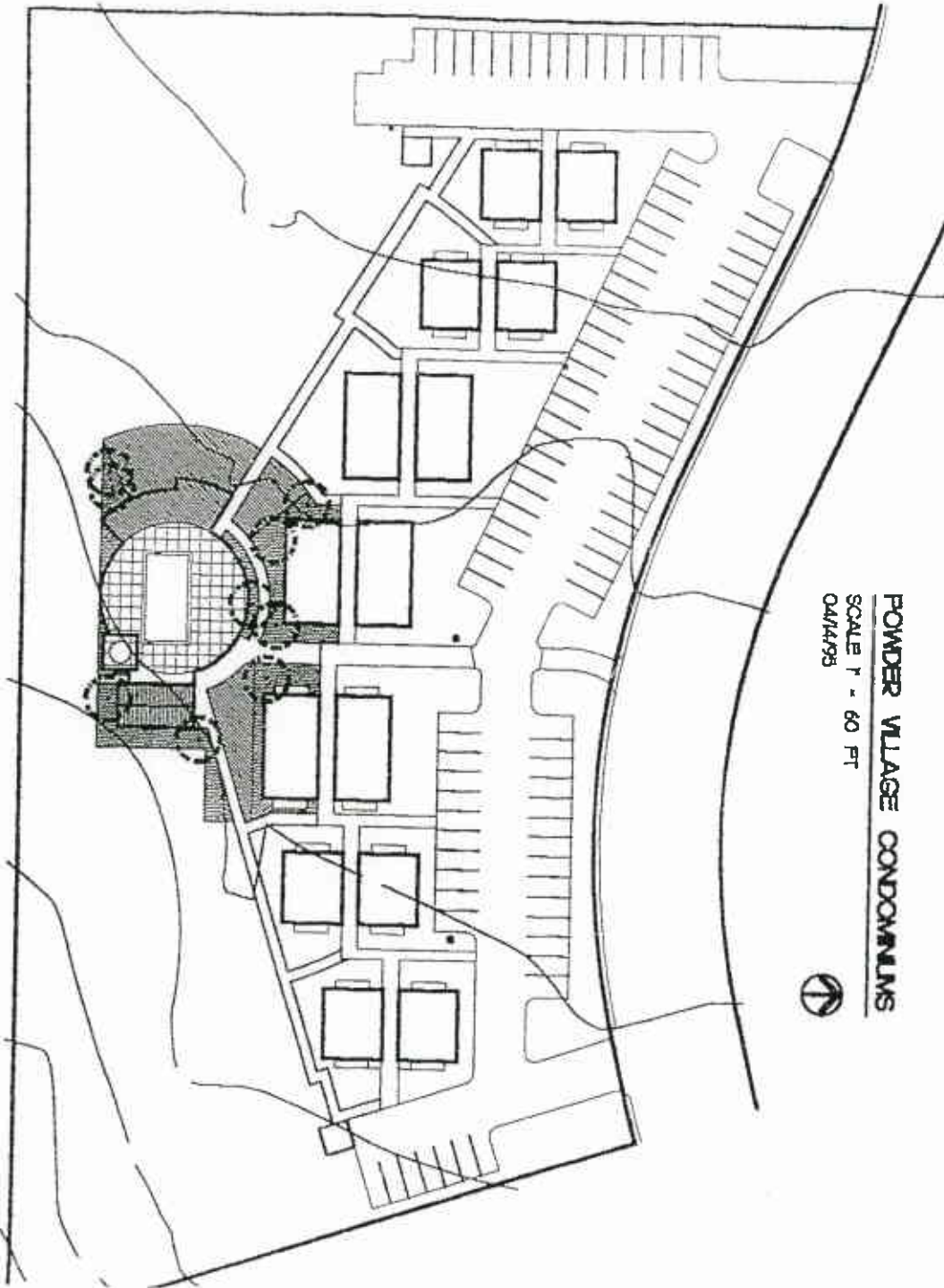
POWDER VILLAGE  
POOL AREA



NOTE: The laundry building will be a one story wood frame building with exterior siding and roof to match the existing buildings.

EXHIBIT C 1 of 2





POWDER VILLAGE CONDOMINIUMS  
SCALE 1" = 60 FT  
04/14/93



## EXHIBIT D-1

REMAINING LAND  
POWDER VILLAGE CONDOMINIUM  
NON-WITHDRAWABLE VARIABLE PROPERTY

## PROPERTY Y

A parcel of land containing 0.659 Acres, more or less, located in a portion of Parcel 2, MP-83-2 in the Southeast one-quarter of Section 5, Township 20 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at U.S.D.A. Forest Service aluminum cap stamped "W-E 1/64 S5, S8, 1984, LS1020 on the south section line between Section 5 and Section 8, at the south east corner of Lot 14, Block 2, Business Park I; thence following said section line South 89° 35' 30" West a distance of 93.32 feet to a 5/8" iron rod with a plastic cap stamped "HWA"; thence leaving said south section line and following the east boundary line of said Lot 14 North 00° 05' 39" East a distance of 166.00 feet to a 5/8" iron rod with a plastic cap stamped "HWA"; thence leaving said easterly boundary line North 89° 35' 40" East a distance of 104.23 feet to a 5/8" iron rod with a plastic cap stamped "HWA"; thence South 58° 13' 29" East a distance of 39.94 feet to a 5/8" iron rod with a plastic cap stamped "HWA"; thence North 28° 45' 36" East a distance of 4.99 feet to a 5/8" iron rod with a plastic cap stamped "HWA"; thence South 58° 13' 09" East a distance of 49.74 feet to a 5/8" iron rod with a plastic cap stamped "HWA"; thence South 00° 24' 01" East a distance of 122.58 feet to a 5/8" iron rod with a plastic cap stamped "HWA" on said south section line; thence following said south section line South 89° 35' 40" West a distance of 90.68 feet to the point of beginning and terminus of this description.

SUBJECT TO: All easements, restrictions and rights-of-way of record and those common and apparent on the land.



## EXHIBIT D-2

REMAINING LAND  
POWDER VILLAGE CONDOMINIUM  
NON-WITHDRAWABLE VARIABLE PROPERTY

## PROPERTY Z

A parcel of land containing 0.684 Acres, more or less, located in a portion Parcel 2, MP-83-2 in the Southeast one-quarter of Section 5, Township 20 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a aluminum cap stamped "INITIAL POINT, BUSINESS PARK III, LS 1068, DAVID EVENS ASSOC." on the south section line between Section 5 and Section 8, at the southwest property corner of Lot 12, Block 2, Business Park III; thence following said south Section line South 89° 35' 40" West a distance of 271.00 feet to a 5/8" iron rod with a plastic cap stamped "HWA"; thence North 00° 24' 20" West a distance of 87.48 feet to a 5/8" iron rod with a plastic cap stamped "HWA"; thence North 71° 35' 53" East a distance of 72.16 feet to a 5/8" iron rod with a plastic cap stamped "HWA"; thence North 89° 35' 40" East a distance of 22.26 feet to a 5/8" rod with a plastic cap stamped "HWA"; thence North 00° 24' 20" West a distance of 7.23 feet to a 5/8" iron rod with a plastic cap stamped "HWA"; thence North 71° 35' 47" East a distance of 46.12 feet to a 5/8" iron rod with a plastic cap stamped "HWA"; thence North 89° 35' 40" East a distance of 94.71 feet to a 5/8" iron rod with a plastic cap stamped "HWA" on the westerly boundary line of said Lot 12; thence following said westerly boundary line South 17° 57' 52" East a distance of 137.67 feet to the point of beginning and terminus of this description;

SUBJECT TO: All easements, restriction and rights-of-way of record and those common and apparent on the land.

**POW  
CC**LOCATED IN A PORTION OF  
SECTION 5, TOWNSHIPSURVEYOR'S CERTIFICATE:

I, DAVID R. WILLIAMS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, HEREBY STATE THAT THIS SURVEY WAS PERFORMED BY ME, OR UNDER MY DIRECTION IN COMPLIANCE WITH OREGON REVISED STATUTES CHAPTERS 92.93.100 AND 209 IN MARCH AND APRIL OF 1995 AT THE REQUEST OF HOLLY POUS AND THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED AND THAT THE PLAT OF "POWDER VILLAGE CONDOMINIUM", LOCATED IN A PORTION OF PARCEL 2, WP-83-2 IN THE SOUTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE UNITS OF THE BUILDINGS AND THAT CONSTRUCTION OF THE UNITS AND BUILDINGS AS DEPICTED ON THE PLAT HAS BEEN COMPLETED, THAT A 3/8" IRON ROD WITH A PLASTIC CAP STAMPED "HWA" EXISTS AT THE "INITIAL POINT" AND THAT THE PROPERTY PLATTED IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE "INITIAL POINT", ON THE WESTERLY BOUNDARY LINE OF SAID PARCEL 2, WP-83-2 FROM WHICH THE SOUTH ONE-QUARTER OF SECTION 5 BEARS SOUTH 89°35'40" WEST 588.33 FEET; THENCE NORTH 00°05'39" EAST, 399.31 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF ENTERPRISE DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING THREE CURVES AND TWO COURSES,

ALONG A 363.37 FOOT RADIUS CURVE RIGHT 85.45 FEET (CHORD BEARS SOUTH 71°13'36" EAST, 85.25 FEET),  
SOUTH 84°29'28" EAST, 138.81 FEET;  
ALONG A 400.00 FOOT RADIUS CURVE LEFT 871.18 FEET (CHORD BEARS SOUTH 83°33'51" EAST, 286.02 FEET),  
NORTH 78°40'50" EAST, 29.87 FEET;  
ALONG A 200.00 FOOT RADIUS CURVE LEFT 15.97 FEET (CHORD BEARS NORTH 74°22'28" EAST, 15.97 FEET) TO THE NORTHWEST CORNER OF LOT 12, BLOCK 2, BUSINESS PARK III.

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 12 SOUTH 17°57'52" EAST, 305.60 FEET TO A POINT ON THE SOUTHERLY SECTION LINE OF SAID SECTION 5; THENCE LEAVING SAID WESTERLY BOUNDARY LINE AND FOLLOWING ALONG SAID SOUTHERLY SECTION LINE SOUTH 89°35'40" WEST, 518.86 FEET TO A 3" ALUM. CAP STAMPED W-E 1/84 SS-SB, 1984, LS 1020; THENCE CONTINUING ALONG SAID SOUTHERLY SECTION LINE SOUTH 89°35'30" WEST, 83.32 FEET TO THE "INITIAL POINT" AND TERMINUS OF THIS DESCRIPTION, CONTAINING 4.009 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BY

  
DAVID R. WILLIAMS P.L.S. 2086

DATE

DECLARATION:

ASPER POWDER LLC OWNERS IN FEE SIMPLE OF THE LAND SHOWN ON THE PLAT OF THE "POWDER VILLAGE CONDOMINIUM" AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERETO ATTACHED DOES HEREBY CONVEY SAID LAND TO THE PROVISIONS OF THE OREGON CONDOMINIUM ACT AS SHOWN ON SAID PLAT AND DECLARE THE PLAT OF "POWDER VILLAGE CONDOMINIUM" TO BE A CORRECT PLAT AS LOCATED IN A PORTION OF PARCEL 2, WP-83-2 IN THE SOUTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON AND THAT THE PROPERTY AND THE IMPROVEMENTS DESCRIBED AND DEPICTED ON THE PLAT ARE SUBJECT TO THE PROVISIONS OF ORS 100.005 TO 100.825.

BY

  
DONALD N. BAUHOFFER

DATE

ACKNOWLEDGEMENT:

STATE OF Oregon

COUNTY OF Deschutes

SS



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON August 31, 1995,  
BY DONALD N. BAUHOFFER.

  
HEIDI M. THOMPSON  
NOTARY PUBLIC FOR THE STATE OF OREGON

MADE 28, 1998  
MY COMMISSION EXPIRES



# POWDER VILLAGE CONDOMINIUM

PLAT NO. \_\_\_\_\_

385 - 2267

PARCEL 2, MP-83-2 IN THE SOUTHEAST ONE-QUARTER  
20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN,  
DESCHUTES COUNTY, OREGON

## BENEFICIARY'S CERTIFICATE:

FIRST INTERSTATE BANK OF OREGON, N.A. AS BENEFICIARY UNDER A TRUST DEED PER BOOK 334, PAGE 1309, DESCHUTES COUNTY RECORDS, RECORDED MARCH 31, 1994, HAS FILED A SEPARATE AFFIDAVIT OF CONSENT TO DECLARATION IN OFFICIAL RECORDS OF DESCHUTES COUNTY, OREGON, IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_  
DESCHUTES COUNTY CLERK

## BENEFICIARY'S CERTIFICATE:

DOLOPME, INC. AS BENEFICIARY UNDER A TRUST DEED PER BOOK 383, PAGE 928, DESCHUTES COUNTY RECORDS, RECORDED MARCH 31, 1994, HAS FILED A SEPARATE AFFIDAVIT OF CONSENT TO DECLARATION IN OFFICIAL RECORDS OF DESCHUTES COUNTY, OREGON, IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_  
DESCHUTES COUNTY CLERK

## APPROVALS:

THE PLAT OF "POWDER VILLAGE CONDOMINIUM" AS LOCATED IN DESCHUTES COUNTY, OREGON HAS BEEN EXAMINED AND APPROVED:

<u>Jeff Kline</u>	9-18	1995
DESCHUTES COUNTY SURVEYOR		
<u>Sam M. H.</u>	9-18	1995
DESCHUTES COUNTY PLANNING DIRECTOR		
<u>Larry Brien</u>	9-18	1995
DESCHUTES COUNTY DIRECTOR OF PUBLIC WORKS		
<u>John M. M.</u>	9-18	1995
DESCHUTES COUNTY DIRECTOR OF ENVIRONMENTAL HEALTH		

I HEREBY CERTIFY THAT ALL TAXES ARE PAID AS OF THIS DATE:  
9-18 1995  
DESCHUTES COUNTY TAX COLLECTOR

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES AND SPECIAL ASSESSMENTS, FEES AND OTHER CHARGES REQUIRED BY LAW TO BE PLACED ON THE 1995-1996 TAX ROLL WHICH BECAME A LIEN ON THIS PARTITION OR WILL BECOME A LIEN DURING THIS CALENDAR YEAR HAVE BEEN PAID TO ME.

<u>John M. M.</u>	9-18	1995
DESCHUTES COUNTY ASSESSOR		
<u>Barry L. Schlarke</u>	9-20	1995
DESCHUTES COUNTY COMMISSIONER		
<u>Robert L. Schlarke</u>	9-20	1995
DESCHUTES COUNTY COMMISSIONER		
<u>Barry L. Schlarke</u>	9-20	1995
DESCHUTES COUNTY COMMISSIONER		

SIGNATURE BY THE DESCHUTES COMMISSIONERS CONSTITUTES ACCEPTANCE BY DESCHUTES COUNTY OF ANY DEDICATION MADE HEREIN TO THE PUBLIC.

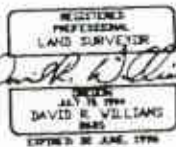
## WATER RIGHTS NOTE:

NO WATER RIGHTS EXIST WITHIN THE BOUNDARIES OF THIS PLAT.

BY: David E. Williams DATE: 8-31-95

## ASSOCIATED DOCUMENTS:

SEPARATE DECLARATIONS AND BYLAWS FOR POWDER VILLAGE CONDOMINIUM HAVE BEEN RECORDED AT THE DESCHUTES COUNTY CLERK'S OFFICE IN VOL. \_\_\_\_\_ PAGE \_\_\_\_\_ AND VOL. \_\_\_\_\_ PAGE \_\_\_\_\_



9/1/95

PREPARED BY:



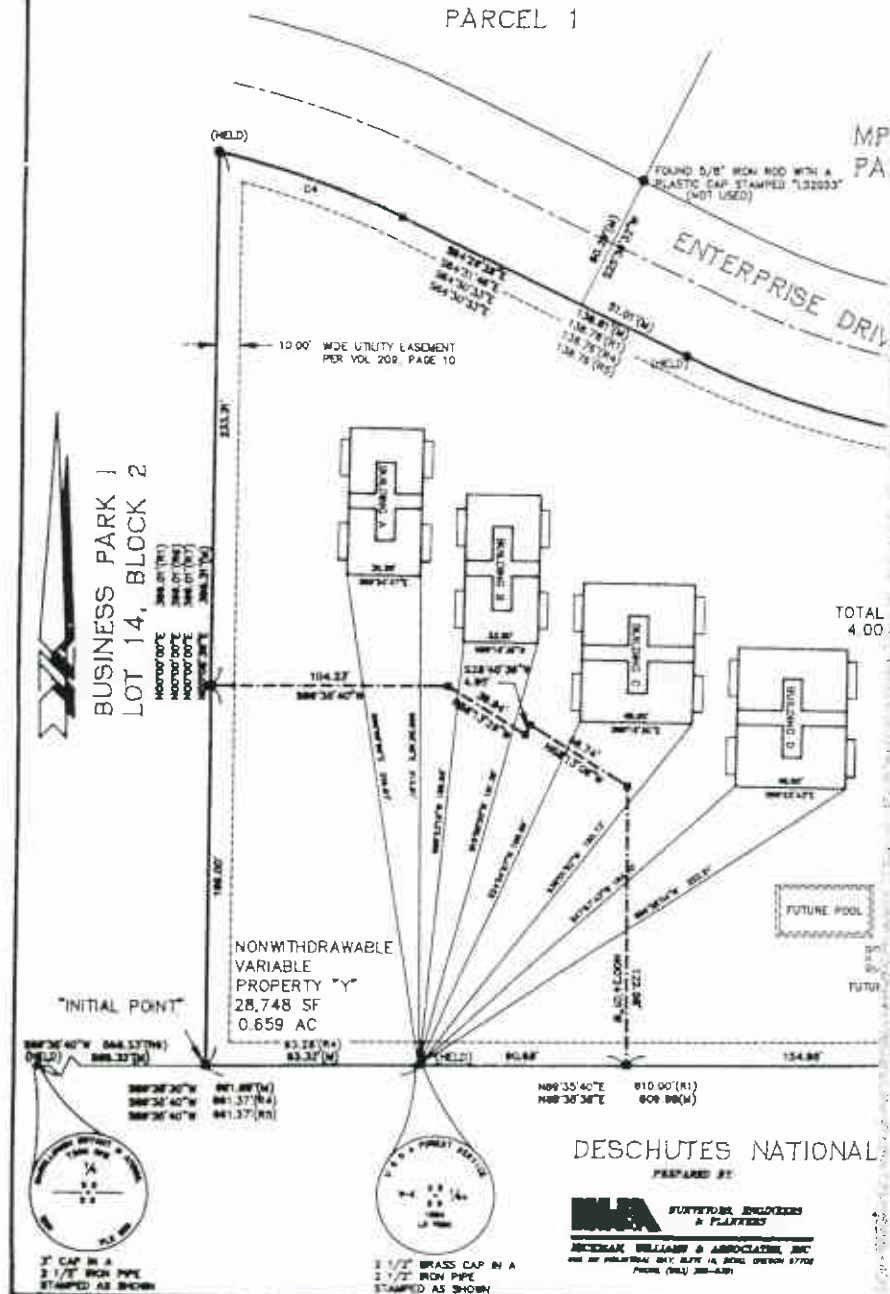
SHEET 1 OF 8  
950111P1

385 - 2268

POI  
C

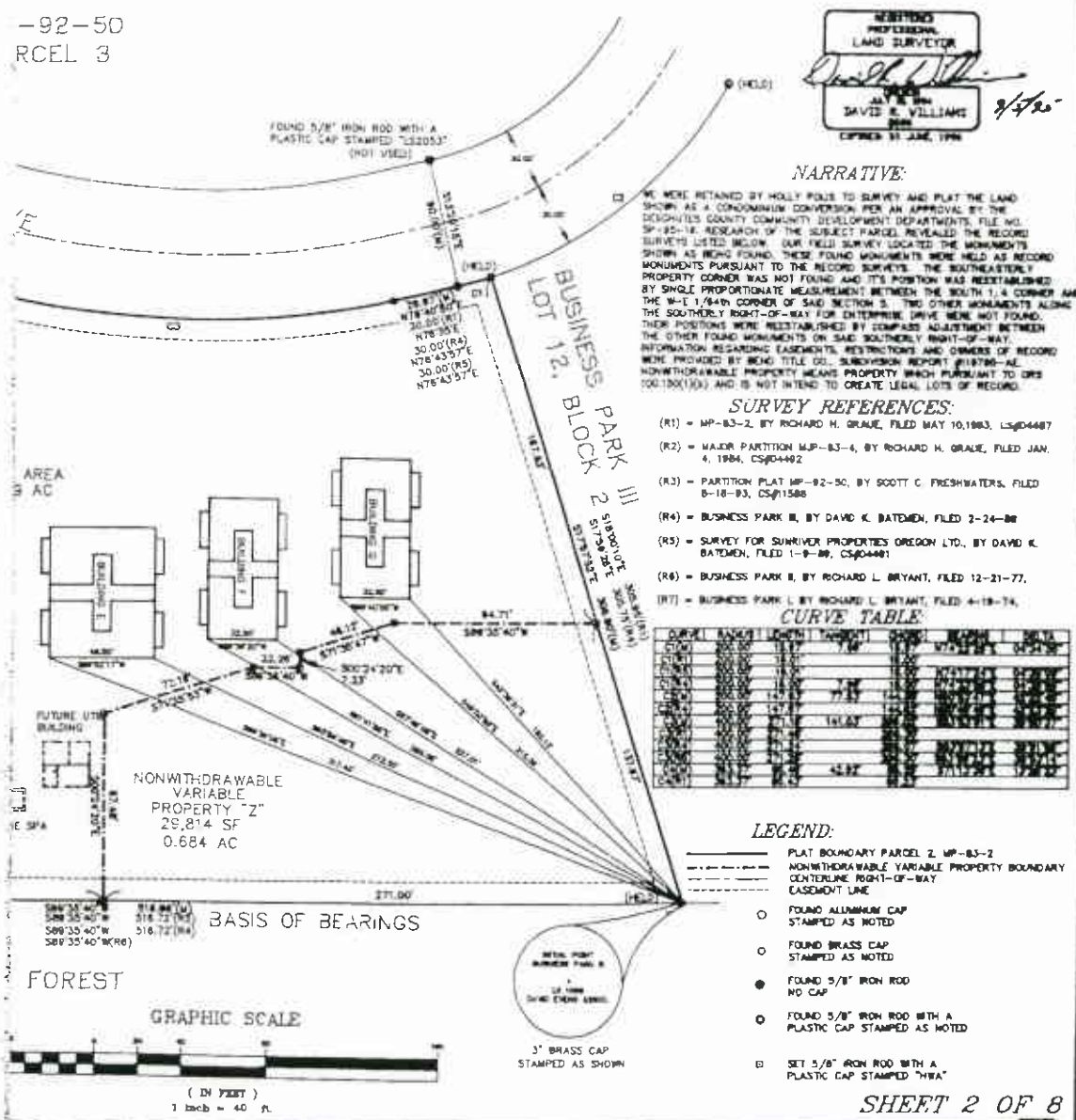
MP-92-50  
PARCEL 1

LOCATED IN A PORTION OF  
SECTION 5, TOWNE



385 - 2269 *PLAT NO.*

-92-50  
RCEL 3

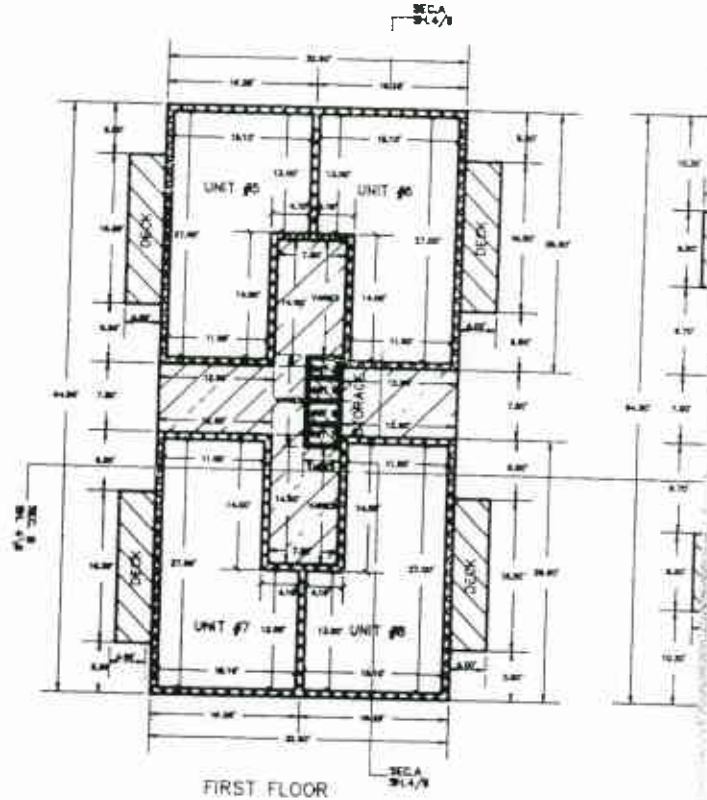


385 - 2270

# **POWDER CONE**

LOCATED IN A PORTION OF PARCEL 2  
SECTION 5, TOWNSHIP 20 S04  
DESCHU

## *FLOOR PLAN*



- WALL AREA COMMON ELEMENT
- COVERED WALKWAY AND STAIRS COMMON ELEMENT
- DECK AND STORAGE AREA LIMITED COMMON ELEMENT
- WATER HEATER AREA LIMITED COMMON ELEMENT
- 11.00' EXTERIOR DIMENSIONS
- 11.00' INTERIOR DIMENSIONS

SEE SHEET 7 OF 8 FOR DETAILED DIMENSIONS ON THE STORAGE AREAS.



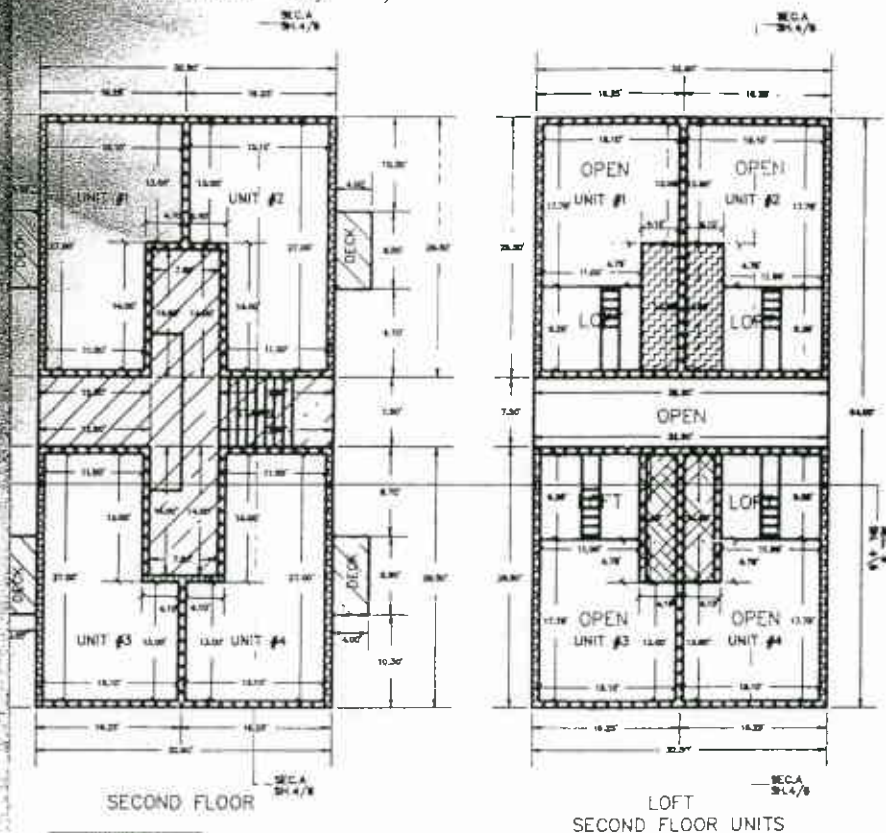
# **ER VILLAGE DOMINIUM**

385 - 2271

PLAT NO. \_\_\_\_\_

MP-83-2 IN THE SOUTHEAST ONE-QUARTER OF  
TH. RANGE 11 EAST, WILLAMETTE MERIDIAN,  
CLATSOP COUNTY, OREGON

**S BUILDING A, B, F & G**



**WILLIAMS**  
PROFESSIONAL  
LAND SURVEYOR  
*David R. Williams*  
JULY 16, 1984  
DAVID R. WILLIAMS  
JULY 16, 1984  
EXPIRES ON JULY 16, 1994  
PREPARED BY  
**WILLIAMS**  
SURVEYORS, ENGINEERS  
& PLANNERS  
**WILLIAMS & ASSOCIATES, INC.**  
200 SW BROADWAY, SUITE 100, SEASIDE, OREGON 97138  
PHONE (503) 338-4331



**SHEET 3 OF 8**

385 - 2272

**POWER  
CORP.**

LOCATED IN A PORTION OF PAJ  
SECTION 5, TOWNSHIP 20  
DE

## ELEVATIONS

### ELEVATIONS

BUILDING A ELEVATION "A" = 4198.25  
BUILDING A ELEVATION "B" = 4197.42  
BUILDING A ELEVATION "C" = 4191.42  
BUILDING A ELEVATION "D" = 4182.72  
BUILDING A ELEVATION "E" = 4181.72  
BUILDING A ELEVATION "F" = 4173.82

BUILDING B ELEVATION "A" = 4202.43  
BUILDING B ELEVATION "B" = 4201.80  
BUILDING B ELEVATION "C" = 4195.80  
BUILDING B ELEVATION "D" = 4184.80  
BUILDING B ELEVATION "E" = 4185.80  
BUILDING B ELEVATION "F" = 4177.80

BUILDING F ELEVATION "A" = 4202.23  
BUILDING F ELEVATION "B" = 4201.40  
BUILDING F ELEVATION "C" = 4195.40  
BUILDING F ELEVATION "D" = 4184.70  
BUILDING F ELEVATION "E" = 4180.70  
BUILDING F ELEVATION "F" = 4177.80

BUILDING G ELEVATION "A" = 4203.40  
BUILDING G ELEVATION "B" = 4202.57  
BUILDING G ELEVATION "C" = 4196.57  
BUILDING G ELEVATION "D" = 4187.87  
BUILDING G ELEVATION "E" = 4186.87  
BUILDING G ELEVATION "F" = 4178.77

ELEVATION BASED ON NATIONAL GEODETIC VERTICAL DATUM ELEVATION  
REFERENCE MARK - RM 36 FROM THE F.E.M.A. FLOOD INSURANCE STUDY  
DATED AUGUST 18, 1988.



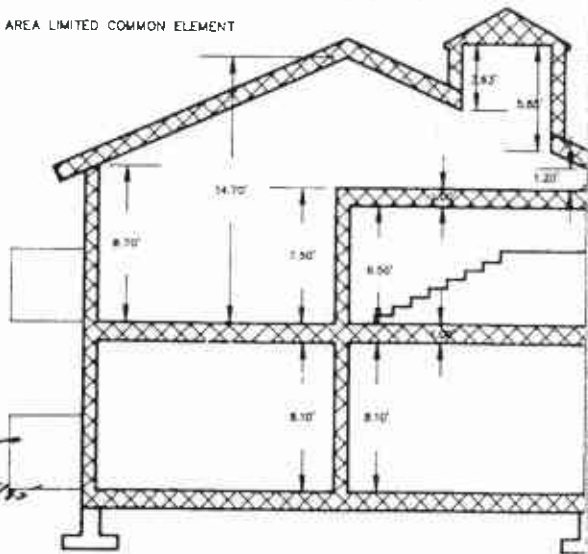
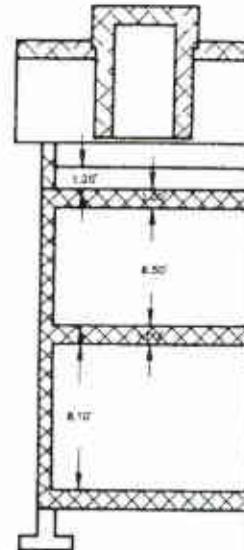
WALL AREA COMMON ELEMENT



WATER HEATER AREA LIMITED COMMON ELEMENT

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*David E. Williams*  
JULY 18, 1984  
DAVID E. WILLIAMS  
SINCE  
EXPIRES IN JAN. 1986  
PREPARED BY

**DEWA** DESIGN, ENGINEERING  
& PLANNING  
GENERAL WILLIAMS & ASSOCIATES, INC.  
ONE OF SEVENTEEN, SIX EIGHT TWO, SOUTH STREET  
P.O. BOX 200-200





# DER VILLAGE NDOMINIUM

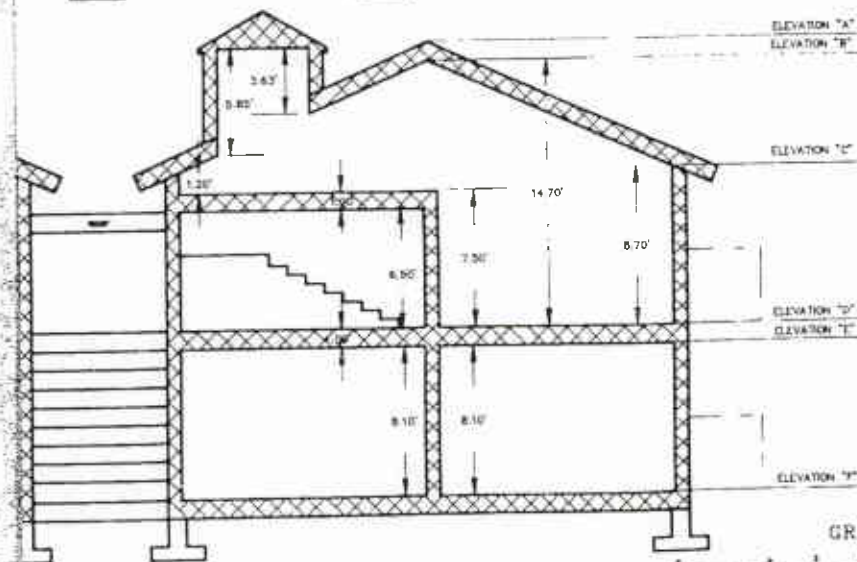
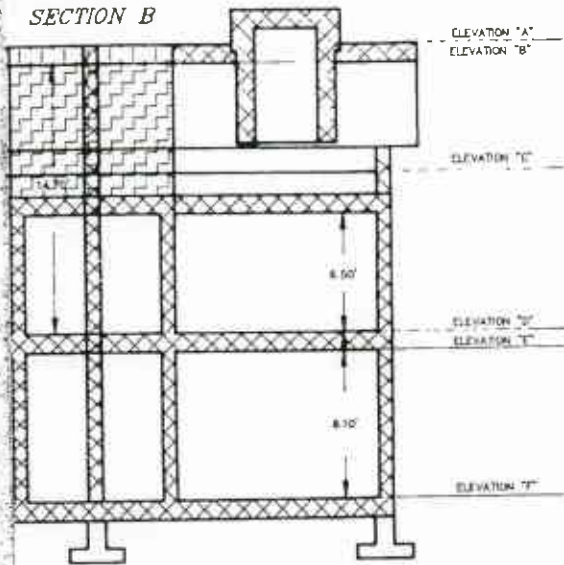
ARCEL 2, MP-83-2, THE SOUTHEAST ONE-QUARTER OF  
4 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN,  
SCHUTES COUNTY, OREGON

PLAT NO.

385 - 2273

## BUILDING A, B, F & G

### SECTION B



### SECTION A

GRAPHIC SCALE

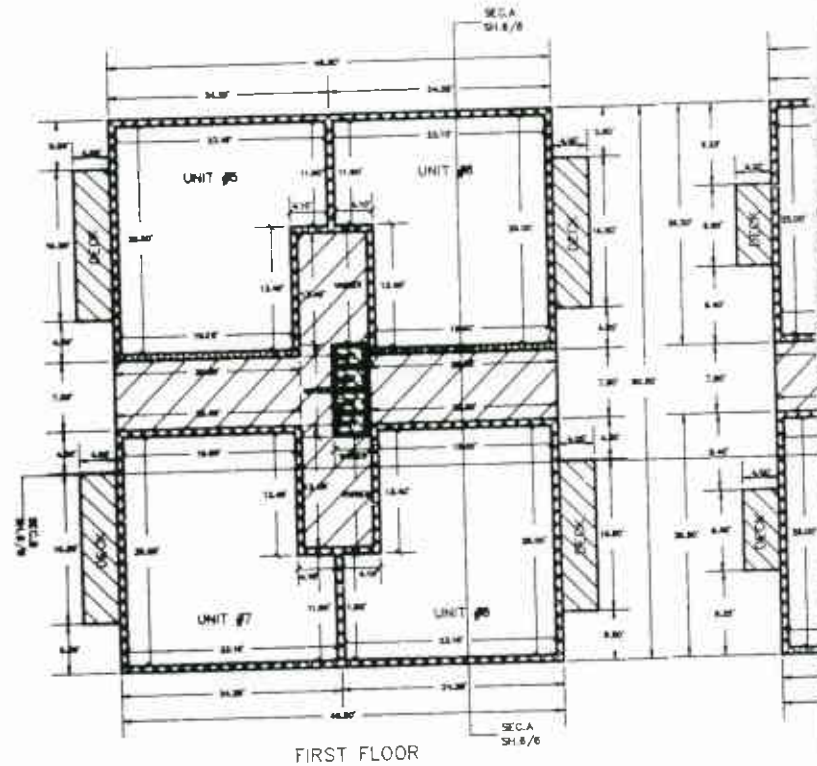


( IN FEET )  
1 inch = 6 ft

SHEET 4 OF 8

385 - 2274 LOCATED IN A PORTIC SECTION 3, T

FLOOR PL



FIRST FLOOR

- WALL AREA COMMON ELEMENT
- COVERED WALKWAY AND STAIRS COMMON ELEMENT
- DECK AREA LIMITED COMMON ELEMENT
- WATER HEATER AREA LIMITED COMMON ELEMENT

- 11.00' EXTERIOR DIMENSIONS
- 11.00' INTERIOR DIMENSIONS

SEE SHEET B OF B FOR DETAILED DIMENSIONS FOR THE STORAGE AREAS.

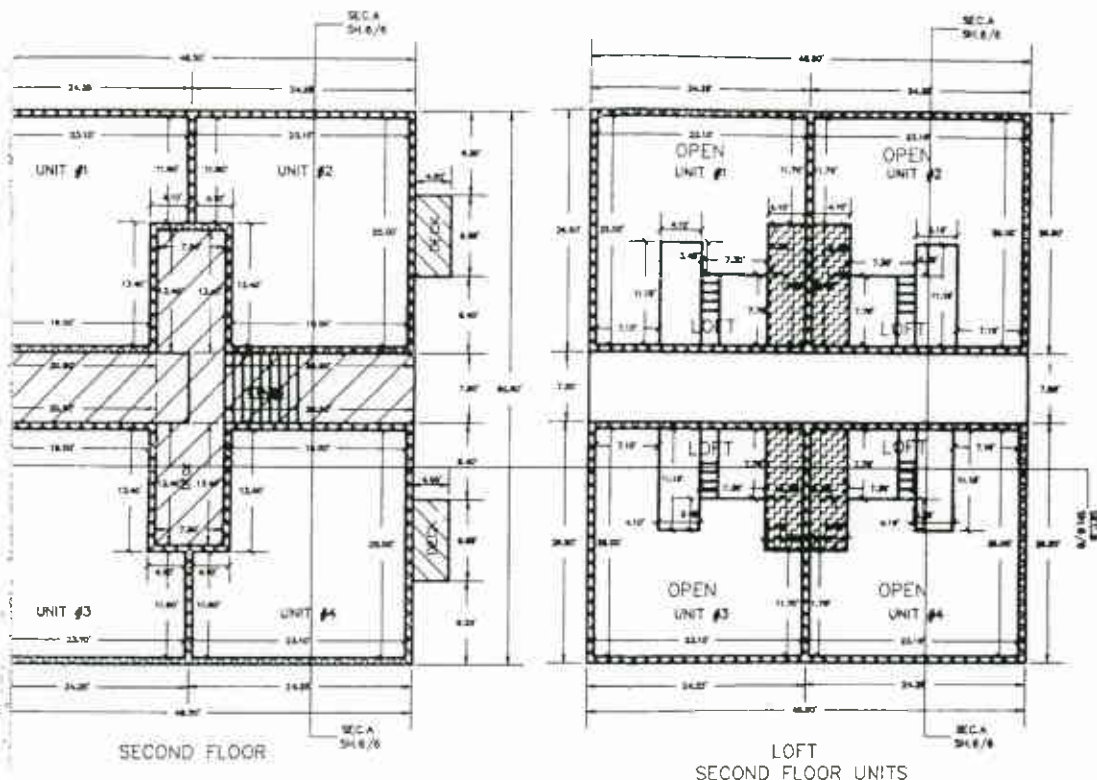
# JWDER VILLAGE CONDOMINIUM

IN OF PARCEL 2, MP-83-2 IN THE SOUTHEAST ONE-QUARTER OF  
TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN,  
DESCHUTES COUNTY, OREGON

PLAT NO. \_\_\_\_\_

385 - 2275

## ANS BUILDING C, D & E



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*David S. Williams*  
JULY 18, 1994  
DAVID S. WILLIAMS  
2/5/95  
EXPIRES IN JUNE, 1996  
FEELINGS 21

ARCHITECTURAL ENGINEERING & PLANNING  
BICKMAN, WILLIAMS & ASSOCIATES, INC.  
407 NW BROADWAY, SUITE 200, SEASIDE, OREGON 97138  
PHONE (503) 384-4300

GRAPHIC SCALE



SHEET 5 OF 8

385 - 2276

**POWER  
CON**LOCATED IN A PORTION OF PARC  
SECTION 5, TOWNSHIP 20  
DES*ELEVATIONS I**ELEVATIONS*

BUILDING C ELEVATION "G" = 4189.53  
 BUILDING C ELEVATION "H" = 4199.70  
 BUILDING C ELEVATION "I" = 4182.70  
 BUILDING C ELEVATION "J" = 4184.00  
 BUILDING C ELEVATION "K" = 4183.00  
 BUILDING C ELEVATION "L" = 4174.90

BUILDING D ELEVATION "G" = 4200.49  
 BUILDING D ELEVATION "H" = 4195.98  
 BUILDING D ELEVATION "I" = 4193.94  
 BUILDING D ELEVATION "J" = 4184.96  
 BUILDING D ELEVATION "K" = 4183.98  
 BUILDING D ELEVATION "L" = 4175.99

BUILDING E ELEVATION "G" = 4201.85  
 BUILDING E ELEVATION "H" = 4200.82  
 BUILDING E ELEVATION "I" = 4194.82  
 BUILDING E ELEVATION "J" = 4189.12  
 BUILDING E ELEVATION "K" = 4185.12  
 BUILDING E ELEVATION "L" = 4175.02

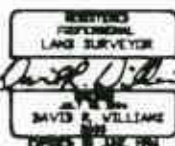
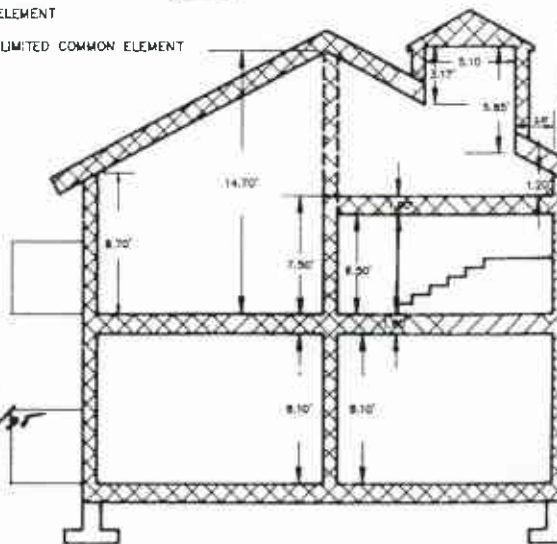
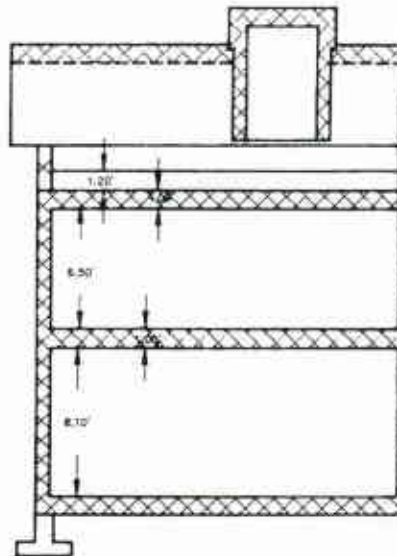
ELEVATION BASED ON NATIONAL GEODETIC VERTICAL DATUM ELEVATION  
 REFERENCE MARK - RM 34 FROM THE F.E.M.A. FLOOD INSURANCE STUDY  
 DATED AUGUST 14, 1988.



WALL AREA COMMON ELEMENT



WATER HEATER AREA LIMITED COMMON ELEMENT



PREPARED BY

**PLANNING ENGINEERING & PLANNING**  
 1000 WEST 10TH AVE. SUITE 100 DENVER, CO 80202  
 PHONE (303) 733-0000



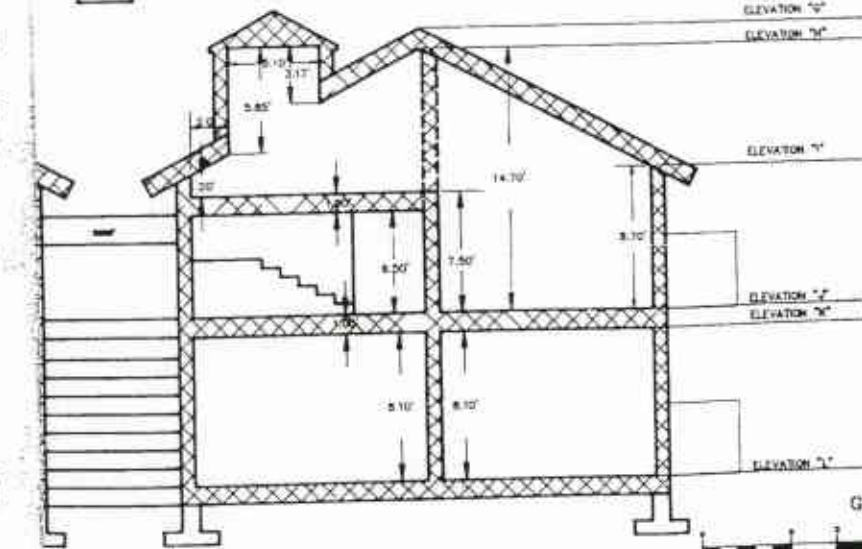
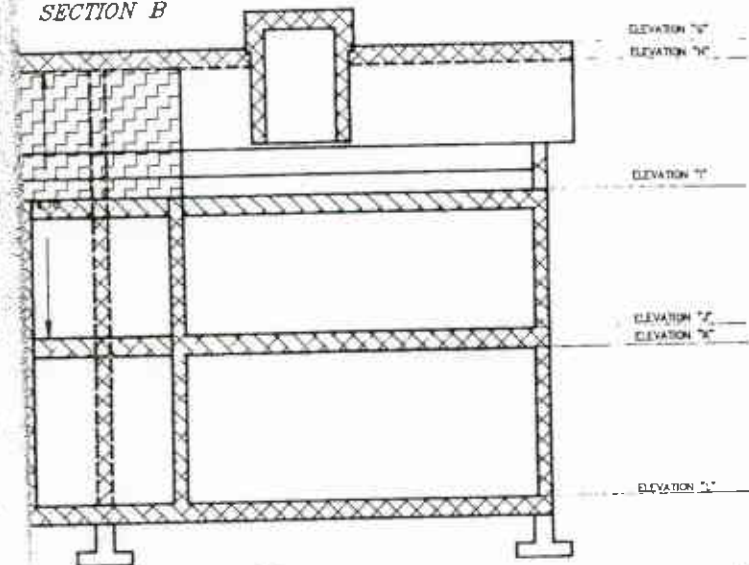
# DER VILLAGE IDOMINIUM

CEL 2, MP-83-2 THE SOUTHEAST ONE-QUARTER OF  
SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN,  
SCHUTES COUNTY, OREGON

385 BLAT NO. 2277  
585-2277

## BUILDING C, D & E

SECTION B



SECTION A

GRAPHIC SCALE



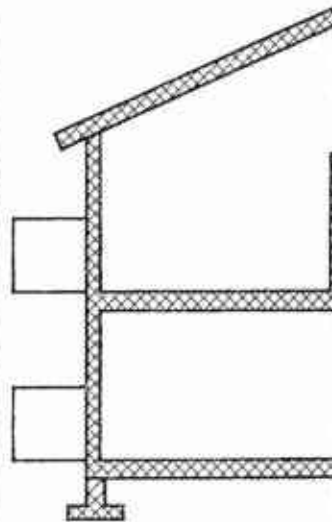
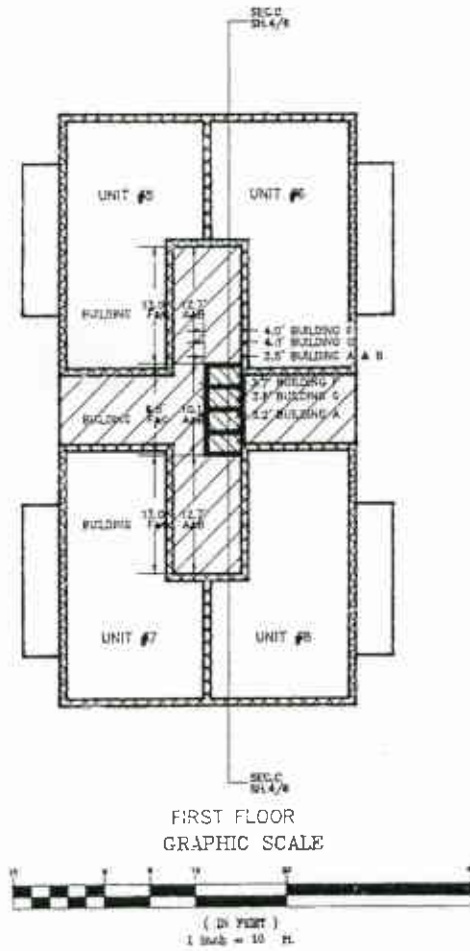
( IN FEET )  
1 inch = 5 ft. SHEET 6 OF 8

385 - 2278

# POWDER COND

LOCATED IN A PORTION OF PARCEL 2,  
SECTION 5, TOWNSHIP 20 SOUTH  
DESCHUTE

## STORAGE BUILDING



- WALL AREA COMMON ELEMENT
- COVERED WALKWAY AND STAIRS COMMON ELEMENT
- DECK AND STORAGE AREA LIMITED COMMON
- WATER HEATER AREA LIMITED COMMON ELEMENT
- 11.00' EXTERIOR DIMENSIONS
- 11.00' INTERIOR DIMENSIONS



# R VILLAGE OMINIUM

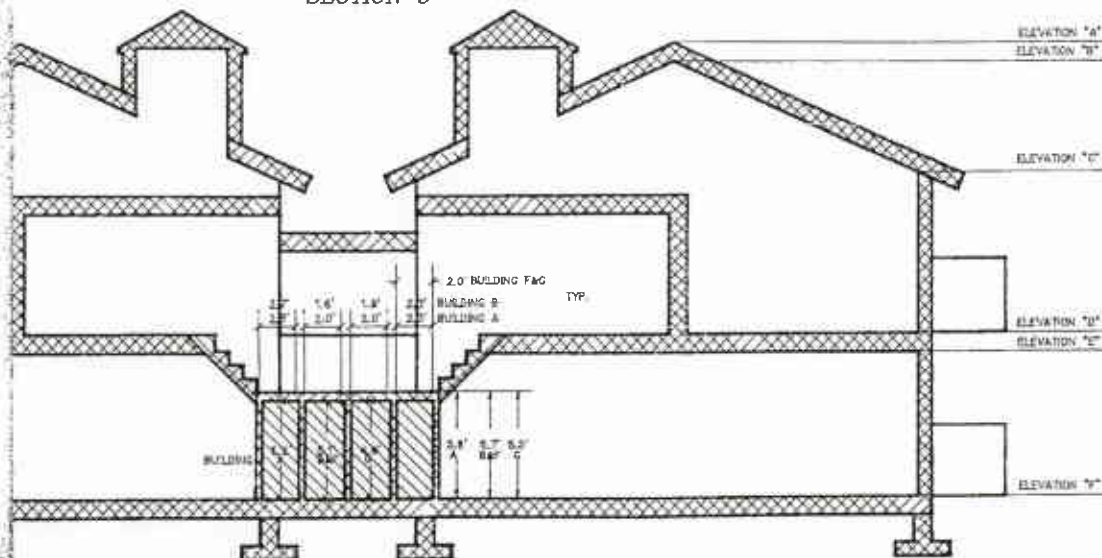
PLAT NO. \_\_\_\_\_

385 - 2279

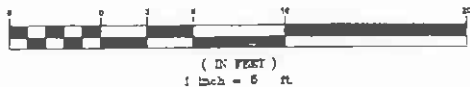
MP-83-2 IN THE SOUTHEAST ONE-QUARTER OF  
H, RANGE 11 EAST, WILLAMETTE MERIDIAN,  
S COUNTY, OREGON

## UNITS DETAILS A, B, F & G

SECTION C



GRAPHIC SCALE



ELEVATION BASED ON NATIONAL GEODETIC VERTICAL DATUM ELEVATION  
REFERENCE MARK - RM 36 FROM THE F.I.M.A. FLOOD INSURANCE STUDY  
DATED AUGUST 16, 1988.

## ELEVATIONS

BUILDING A ELEVATION "A" = 4198.25  
BUILDING A ELEVATION "B" = 4197.42  
BUILDING A ELEVATION "C" = 4191.42  
BUILDING A ELEVATION "D" = 4182.72  
BUILDING A ELEVATION "E" = 4181.77  
BUILDING A ELEVATION "F" = 4173.62

BUILDING B ELEVATION "A" = 4202.43  
BUILDING B ELEVATION "B" = 4201.60  
BUILDING B ELEVATION "C" = 4195.60  
BUILDING B ELEVATION "D" = 4186.90  
BUILDING B ELEVATION "E" = 4185.90  
BUILDING B ELEVATION "F" = 4177.80

BUILDING F ELEVATION "A" = 4202.23  
BUILDING F ELEVATION "B" = 4201.40  
BUILDING F ELEVATION "C" = 4195.40  
BUILDING F ELEVATION "D" = 4186.70  
BUILDING F ELEVATION "E" = 4185.79  
BUILDING F ELEVATION "F" = 4177.60

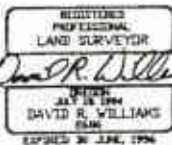
BUILDING G ELEVATION "A" = 4203.40  
BUILDING G ELEVATION "B" = 4202.57  
BUILDING G ELEVATION "C" = 4196.57  
BUILDING G ELEVATION "D" = 4187.67  
BUILDING G ELEVATION "E" = 4186.67  
BUILDING G ELEVATION "F" = 4178.77

SHEET 7 OF 8  
050111P7

SHEET

ELEMENT

TITLE

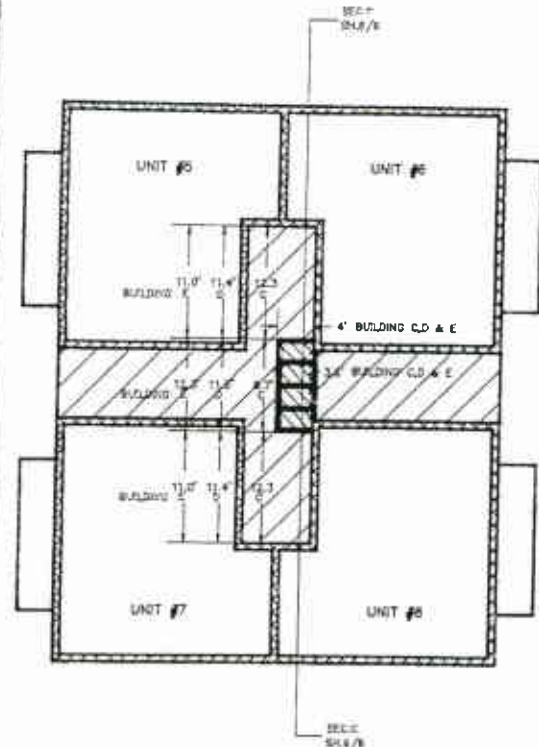


9/2/85

385 - 2280

LOCATED IN A PORTION  
SECTION 5, 1

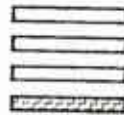
STOR.  
BU.



FIRST FLOOR  
GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.



11.00'  
11.00'

# POWDER VILLAGE CONDOMINIUM

ON OF PARCEL 2, MP-83-2 IN THE S.W. 1/4 AND S.E. 1/4, QUARTER 34,  
TOWNSHIP 20, SOUTH RANGE 11, EAST WILLAMETTE MERIDIAN,  
DESCHUTES COUNTY, OREGON

385 • 2281 PLAT NO

## AGE UNITS DETAILS BUILDING C, D & E

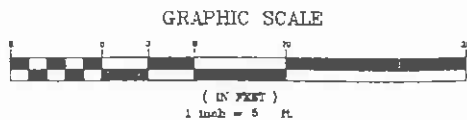
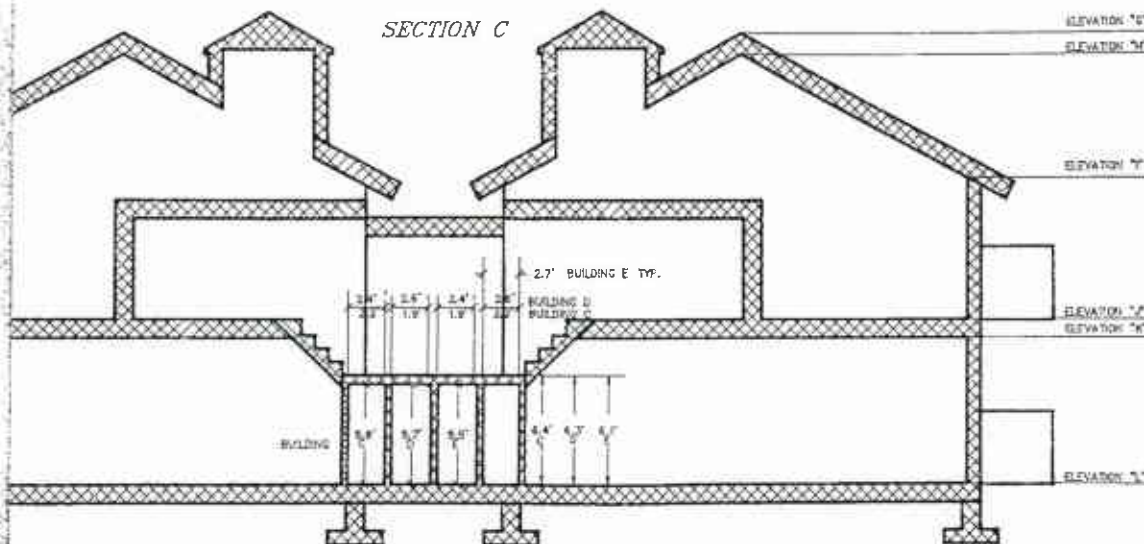
STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

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

95 SEP 22 PM 4:10

MARY SUE PENHOLLOW  
COUNTY CLERK

BY *M. S. Penhollow* DEPUTY  
NO 95-33458 REC-200-  
DESCHUTES COUNTY OFFICIAL RECORDS



ELEVATION BASED ON NATIONAL GEODETIC VERTICAL DATUM ELEVATION  
REFERENCE MARK - RM 36 FROM THE F.E.W.A. FLOOD INSURANCE STUDY  
DATED AUGUST 16, 1988.

## ELEVATIONS

BUILDING C ELEVATION "G" = 4199.53  
BUILDING C ELEVATION "H" = 4198.70  
BUILDING C ELEVATION "I" = 4192.70  
BUILDING C ELEVATION "J" = 4184.00  
BUILDING C ELEVATION "K" = 4183.00  
BUILDING C ELEVATION "L" = 4174.60

BUILDING D ELEVATION "G" = 4200.49  
BUILDING D ELEVATION "H" = 4199.66  
BUILDING D ELEVATION "I" = 4193.56  
BUILDING D ELEVATION "J" = 4184.96  
BUILDING D ELEVATION "K" = 4183.86  
BUILDING D ELEVATION "L" = 4175.86

BUILDING E ELEVATION "G" = 4201.65  
BUILDING E ELEVATION "H" = 4200.82  
BUILDING E ELEVATION "I" = 4194.82  
BUILDING E ELEVATION "J" = 4186.12  
BUILDING E ELEVATION "K" = 4185.12  
BUILDING E ELEVATION "L" = 4177.02

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*David R. Williams*  
DAVID R. WILLIAMS  
JULY 16, 1994  
EXPIRES 30 JUNE 1996

PREPARED BY  
**HWA** SURVEYORS, ENGINEERS  
& PLANNERS  
SUCKMAN WILLIAMS & ASSOCIATES, INC.  
1001 10th AVENUE, SUITE 100, BEND, OREGON 97701  
PHONE (503) 338-4327

9/12/95

SHEET 8 OF 8