

AGREEMENT FOR COORDINATION OF TENNIS VILLAGE  
AND TENNIS VILLAGE EXECUTIVE CONDOMINIUMS

RECITALS:

1. Tennis Village Townhouses were organized under the Oregon Condominium Act and constructed in four stages.

2. Tennis Village Townhouses are regulated by the following declarations and supplemental declarations:

- a. "Declaration - Tennis Village Townhouses - Stage I" dated December 13, 1976, recorded in Volume 242, Page 158, Deschutes County Records, Oregon.
- b. "Annexation and Supplemental Declaration - Tennis Village Townhouses - Stage II" dated April 26, 1977, recorded in Volume 249, Page 335, Deschutes County Records, Oregon.
- c. "Annexation and Supplemental Declaration - Tennis Village Townhouses - Stage III" dated November 17, 1977, recorded in Volume 262, Page 452, Deschutes County Records, Oregon.
- d. "Annexation and Supplemental Declaration - Tennis Village Townhouses - Stage IV" dated March 1, 1978, recorded in Volume 269, Page 257, Deschutes County Records, Oregon.

3. Tennis Village Executive Townhouses were organized under the Oregon Condominium Act and will be constructed in three stages. The Declaration which regulates Stage One of the TVEC is recorded in the Deschutes County Records at Vol 81 pages 117-129, dated November 19, 1984. Stages Two and Three of TVEC will be annexed to Stage One by Supplemental Declarations.

4. Tennis Village Townhouses and TVEC are interconnected as follows:

- a. They share common access.
- b. They are similar in design and quality.
- c. They share common landscape design.
- d. It is to each organization's mutual benefit that the units, landscaping and access are properly maintained and repaired.
- e. Both are subject to the regulations of the Plan of Sunriver.

5. The Associations are separate legal entities with separate powers to enforce their respective regulations, but desire to establish a mutually enforceable agreement to guarantee the maintenance of exteriors, landscaping and access and to provide for an equitable share of the costs and expenses associated therewith. This Agreement shall be executed by the President of TVT's Board of Directors who represents that he has authority to act on behalf of and bind TVT; and by Declarants for TVEC who represent that they have authority to act on behalf of and bind TVEC and the persons who have and will acquire TVEC units.

AGREEMENT:

The parties agree on the following:

1. STANDARDS:

- A. LANDSCAPING: Landscaping around units and in all common areas shall consist primarily of green grass. Vegetation natural to the Sunriver area will also be allowed around the units. Accents of barkdust, river rock and other similar items may be allowed as

ground cover so long as they are consistent with the approved site plan and the current landscaping already in place for TVEC and TVT. Hedges, fences, exterior wood piles, and items not allowed in the Sunriver plan will not be allowed by this Agreement. Underground sprinklers will be provided for all landscaped areas.

B. LANDSCAPING MAINTENANCE: Landscaping maintenance will be contracted for on a periodic basis with a minimum term of one year. Yearly standards for a contract will be as follows:

1. Lawns shall be mowed on a weekly basis through the spring and summer growing season.
2. Lawns shall be sprayed for weeds and clover twice - once in May and once in June.
3. Lawns shall be weeded, edged and sprayed as needed.
4. Fertilizing shall be done three times per year @ 10 yards per 1000 square feet with 12-12-12.
5. Litter shall be picked up on a weekly basis.
6. Irrigation maintenance shall include a spring start-up with a check of each line and head, the program controller and a power check. The system and coverage shall be maintained on a weekly basis. Fall winterization shall be effected.
7. There shall be a fall and spring major

cleanup and pruning.

8. The walkways shall be kept clean.
  9. The site shall be monitored and reports made to the Boards of each Association.
- C. CONDOMINIUM EXTERIORS: The standards for the exteriors for both Associations shall be the exterior materials, design and color of the units at the time this agreement is signed. Any departure from these materials, design and/or color must be agreed upon by both parties. The unbuilt units of TVEC will be required to match the materials, design and color of the existing TVEC units as of the date of signing this Agreement.
- D. CONDOMINIUM EXTERIORS MAINTENANCE: The exteriors of all units will be kept painted and in good repair at all times.
- E. ROADWAYS, PARKING AREAS AND WALKWAYS: Roadways, parking areas and walkways will be of asphalt material. Striping of the parking areas will not be allowed without the agreement of both Associations. Barriers between parking areas and landscaped areas shall be of natural rock or of split or whole logs similar to those already in existence in the Tennis Village area.

F. ROADWAYS, PARKING AREAS AND WALKWAYS

MAINTENANCE: Roadways, parking areas and walkways will be kept pothole free. Any breakup of the asphalt will cause the combined Associations to repair the damaged or worn out area as soon as weather allows. Snow removal will be contracted for on a periodic basis with a minimum term of one year. Contractual standards will be that snow be removed on driveways, parking lots and walkways within the areas of the TVT Association and the TVEC Association whenever the snow depth reaches four inches on these surfaces.

- G. SIGNS AND LIGHTING: No signs will be allowed in the area of the two Associations unless both Associations agree on the signs in advance and that all signs are of a common material and design. Each Association will be responsible for their own exterior lighting currently in the two Association areas. Any changes to the current lighting plan must be approved by both Associations.

2. COST ALLOCATIONS:

- A. LANDSCAPING: Landscaping, installation of

sprinklers and the maintenance costs that relate to each shall be the individual responsibility of each Association until such time as TVEC have been completed, or by January 1, 1987, whichever happens first, at which time the Associations agree to jointly contract for landscaping and sprinkler maintenance with the costs to be prorated based upon the total number of units. TVEC shall be responsible for 12/64 and TVT shall be responsible for 52/64 of the costs.

B. CONDOMINIUM EXTERIORS MAINTENANCE: Each Association shall be responsible for their own condominium exterior maintenance and costs associated therewith. However, the parties mutually agree to the standards set forth above so as to insure the same residential theme.

C. ROADWAYS, PARKING AREAS AND WALKWAYS MAINTENANCE: The cost of roadway, parking areas and walkways maintenance, repair and snow removal for the entire area of both Associations shall be shared on a prorata basis. The prorata amount shall be determined yearly until all units in the TVEC have been constructed, at which time TVEC shall be responsible for 3/16 or 12/64 of

the total cost for the year and TVT shall be responsible for the remainder. Until all units in TVEC have been constructed the following formula shall apply: TVEC's units under construction shall be prorated at  $\frac{2}{3}$  of the prorated share of a constructed unit; i.e. four TVEC constructed units and eight TVEC units under construction shall pay  $\frac{9.33}{64}$  of the total cost and TVT shall pay the remainder.

- D. SIGNS AND LIGHTING: Each Association shall be responsible for their own costs relative to signs and lighting.
- E. SIGNS AND LIGHTING MAINTENANCE: Any signs or lighting fixtures in either Association will be kept in good repair and damage free.
- F. Each Association shall only be responsible for its own share of the total cost and shall not be liable for the other Association's share.

3. RESOLUTION OF CONFLICTS:

The Parties mutually agree and understand that the Board of Directors of each Association shall represent their respective Associations in all matters pertaining to this Agreement and that it is in their self-interest to cooperate in all areas. To further that mutual interest, the

parties agree that a yearly meeting will be held on the date of the TVT annual meeting unless the parties otherwise agree, at which time the matters covered by this Agreement shall be discussed and decided. In the event that differences arise as to the interpretation of administration of this Agreement and the two Associations cannot negotiate a solution, the parties shall each appoint an arbitrator, who, in turn, shall appoint a third. The decision of the arbitrators shall be binding and shall constitute a basis for either Association to seek equitable relief in the form of a mandatory injunction or the collection of damages for breach of contract. In lieu of selecting three arbitrators, the parties may agree to let the Sunriver Design Review Committee resolve disputes. Its decision shall be binding in the same fashion as the arbitrators. In the event that a party does not follow the decision of the arbitrator, then the enforcing party shall be entitled to reimbursement for costs of enforcement, including reasonable attorney fees and costs, including costs and fees on appeal.

4. HIRING OF CONTRACTORS:

A. On those matters for which costs are to be



shared, the parties agree to approve responsible contractor lists at their yearly meeting for the upcoming year. To be placed on the responsible contractor lists, both Associations must approve a proposed contractor. Bid requests will then be sent to these contractors using the appropriate standards set forth above. The contract will be awarded on the least cost method unless the parties agree that another bid is superior. If, for whatever reason, the contractor lists are not updated each year, or new lists cannot be agreed upon, bids shall be sent out to the contractors on the lists used the prior year. The initial list of approved contractors shall be agreed upon prior to the signing of this document and attached as Exhibit "A".

B. With regard to the contracts themselves, each contract shall specify the amount due from each Association and it is understood by this Agreement that each Association is liable only for its portion of the contracts.

5. CONSENT TO SUE:

Each party agrees and recognizes that this Agreement must be enforceable and therefore consents that a suit or action may be filed naming either Association as a Defendant. The parties agree that only the Association shall be

the named Defendant and that the Association shall have full responsibility for all costs and damages. Each Association warrants and represents that it has full authority to enter into this Agreement and that this Agreement shall be binding upon and inure to any successors and assigns.

6. MUTUAL COOPERATION:

Each party agrees to cooperate with the others in the resolution of all matters of mutual interest. This shall include but not be limited to each allowing the other party use of its property for the repair and maintenance of utility facilities and the like.

DATED this 9th day of January, 1986.

TENNIS VILLAGE TOWNHOUSES

By M. Susan Pope

TENNIS VILLAGE EXECUTIVE  
CONDOMINIUMS

By Daniel Kearns

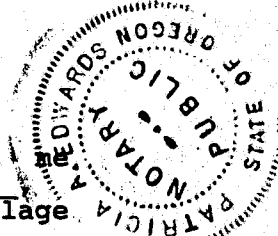
By Barbara B. Kearns

STATE OF OREGON )

County of Lane ) ss.

The foregoing instrument was acknowledged before this 9th day of January, 1986, by M. Susan Pope President of the Board of Directors of Tennis Village Townhouses on behalf of Tennis Village Townhouses.

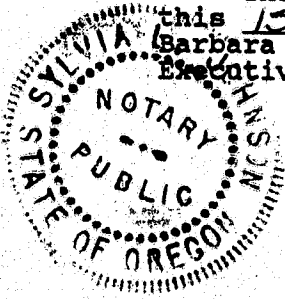
Patricia A. Edwards  
Notary Public for Oregon  
My Commission expires: 7-13-89



0115-1506

STATE OF OREGON       )  
                              )  
County of Deschutes    ) ss.

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of January, 1986, by Daniel Kearns and  
Barbara B. Kearns for and on behalf of Tennis Village  
Executive Condominiums.



*Sylvia L. Johnson*  
Notary Public for Oregon  
My Commission expires: 12-10-88

EXHIBIT "A"

0115-1507

BOB FENSTERMACHER  
975 Oak Street Suite 785  
Eugene, Oregon 97401

Dear Dan,

Thank you for responding so quickly relative to contractors for landscape and snow removal maintenance. We have spent some time talking with people within the Sunriver Lodge System and a few condominium managers looking for recommendations.

Using those from your list with the highest recommendations and those that we are comfortable with from experience, I would propose the following final list to our respective associations.

Snow Removal:

1. High Cascade Landscaping
2. Deschutes Environmental

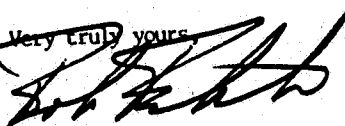
Landscaping:

1. Sam Langnas Landscaping
2. Marvins Gardens
3. Deschutes Environmental

While two contractors for snow removal is a short list, I am sure when we get some time to check references of some of the other companies, we can agree to add to the list.

Again, thank you for your quick response and your willingness to come to an equitable settlement on this matter.

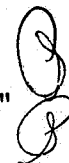
Very truly yours,



Bob Fenstermacher

BF/sw  
c.c. Paul Speck  
Ron Marceau

Exhibit "A"



0115-1508

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 JAN 31 PM 3:38

MARY SUE PENHOLLOW  
COUNTY CLERK

BY P. L. L. DEPUTY

86- 2172

NO.

FEE

49-

DESCHUTES COUNTY OFFICIAL RECORDS

*Johnson  
Meanea*