

AFTER RECORDING RETURN TO:

Todd J. Winegar
Hurley Lynch & Re
747 SW Industrial Way
Bend, OR 97702

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2002-20599



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**AMENDMENT TO AGREEMENT FOR COORDINATION
OF TENNIS VILLAGE AND TENNIS VILLAGE
EXECUTIVE CONDOMINIUMS, AN
UNINCORPORATED ASSOCIATION
AND EASEMENT**

DATE: March 22, 2002

PARTIES: **TENNIS VILLAGE TOWNHOUSES ASSOCIATION, INC.,**
("TVT"), **ASSOCIATION OF UNIT OWNERS OF THE TENNIS**
VILLAGE EXECUTIVE CONDOMINIUMS ("TVEC"), and
SUNRIVER RESORT LIMITED PARTNERSHIP, a Delaware limited
partnership ("SRLP"). SRLP, TVT, TVEC including their respective
successors or assigns may be referred to individually as a "Party" and
collectively as the "Parties."

RECITALS

A. TVT and TVEC are parties to that certain Agreement for Coordination of Tennis Village and Tennis Village Executive Condominiums dated January 9, 1986, and recorded in the Official Records of Deschutes County, Oregon, on January 31, 1986, in Book 115, Page 1496, et seq., as Instrument No. 86-2172 (the "Agreement").

B. SRLP, subject to certain conditions and contingencies, intends to purchase the real property described in **Exhibit "A"** ("the Spa & Club Property"), upon which is located a racquet club, spa, and athletic facility (the "Club").

C. TVT is the association of unit owners of Tennis Village Townhouses, a condominium development on the real property described in **Exhibit "B"** (the "TVT Property") and TVEC is the association of unit owners of TVEC, a condominium development on the real property described in **Exhibit "C"** (the "TVEC Property").

D. The Spa & Club Property is surrounded by the TVT Property and has an easement for ingress, egress and parking over, on and across the roads, streets and parking areas now or in the future established on the TVT Property pursuant to the Declarations subjecting the TVT Property to unit ownership.

E. In the event that SRLP purchases the Spa & Club Property, TVT and TVEC desire to amend the Agreement to provide for the common repair and maintenance of the driveways, parking areas, lighting, signage, and pedestrian ways (the "Facilities") on the TVT Property and the TVEC Property, to add SRLP as a party to the Agreement to the extent provided in this amendment (this "Amendment"), and to clarify the respective rights and obligations of the Parties with respect to the Facilities.

AMENDMENT:

The following amendment will be effective if, and only if, SRLP purchases the Spa and Club property. In the event SRLP does not purchase the Spa & Club property, this Agreement shall not be recorded, shall be null and void and have no further force and effect.

Section 1. Improvement of the Facilities. SRLP agrees to construct certain improvements (the "Improvements") to the Facilities and adjacent landscaping, at SRLP's sole cost and expense, as more particularly described on **Exhibit "D"** attached hereto. TVT and TVEC each represent and warrant that they have obtained all required approvals and consents of their respective boards of directors and members to permit construction of the Improvements by SRLP on the TVT Property and the TVEC Property. TVT hereby approves the plans and specifications for work to be performed upon the common areas, which are attached hereto as, or referenced in, **Exhibit "D."** TVT agrees to appoint one member of its board of directors to review and approve requested modifications, and to grant such board member the authority to approve such modifications on behalf of TVT. In addition, TVEC and TVT support the conceptual plans for SRLP's proposed work on the Facilities.

1.1 The work to be performed by SRLP on the TVEC common land, shall be at SRLP's sole cost and shall include without limitation of, the obtaining of and payment for all governmental permits required, all demolition, tree removal, landscaping, irrigation systems (including necessary modifications to the existing irrigation system), relocation of parking lot lights, installation of storm drainage along the west side of Racquet Club Drive and the Club drop-off area, pavement patching, removal and additions (where new pavement is constructed the new pavement section shall include two inches (2") of asphalt over six inches (6") of compacted 3/4 minus base), utilities, signs, and monuments, all in accordance with the plans and specifications set forth on **Exhibit "D"** as modified with TVT's written consent.

1.2 Upon completion, the Improvements located on the TVT Property shall become the property of TVT, excepting only the entry monument sign located on the easement granted herein, which shall remain the property of SRLP.

Section 2. Maintenance and Repair; Taxes and Insurance.

2.1 The Parties hereby initially appoint TVT as Maintenance Director for the Shared Facilities ("Maintenance Director"). The Maintenance Director shall contract for and administer, in the name of the Parties, the maintenance and repair of the Facilities as provided in Section 2.4 below. For the purpose of this Section 2, the Shared Facilities shall include all paved areas on TVT Property, TVEC Property and Spa & Club Property, all parking control

signage, all parking lot lighting, and the irrigation system, landscape materials within the areas identified as areas 2, 3 and 4 on the plan attached as **Exhibit "F,"** but shall exclude all other landscape areas and all other improvements located on the respective properties. In the event that the Maintenance Director determines that major capital replacements upon the Shared Facilities are required, the cost of which will exceed \$20,000.00 in any one year, then the Maintenance Director will notify each of the Parties at least ninety-days prior to the completion of the work. The portion of said costs shall be paid in accordance with paragraph 2.3 below.

2.2 The Maintenance Director shall estimate the annual maintenance expense for the Shared Facilities, and each Party shall pay one-twelfth of its proportionate share of such estimated sum monthly. Following the end of each calendar year, the Maintenance Director shall provide to each Party a written statement showing, in reasonable detail, the actual expenses incurred in the previous year, together with the total estimated expenses for the coming year. To the extent a Party's proportionate share of the annual expenses exceeds the estimated expenses actually paid by such Party for that year, such Party shall pay said difference to the Maintenance Director within thirty (30) days from the date of the statement. To the extent a Party's proportionate share of the annual expenses is less than the estimated expenses actually paid by such Party for that year, the Maintenance Director shall credit said difference towards such Party's next monthly installment.

2.3 Each Party's proportionate share of the cost of maintenance and repair of the Facilities, as specified in this Section, is as follows: (a) TVT fifty-seven percent (57%); (b) TVEC thirteen percent (13%), and (c) SRLP thirty percent (30%). In Addition, each Party shall pay an Administrative Fee to the Director of 5% of each Party's share of the cost of maintenance and repairs.

2.4 Such maintenance and repairs shall be performed on a prompt, diligent and regular basis. (See Section 2.7 Standards.) On-going maintenance of the Facilities, and associated expenses, shall include but shall not be limited to: repair of pavement to maintain safe and sound condition; the removal of snow, ice and debris from roadways, parking areas, and pedestrian walkways; re-striping as necessary for clear marking of the parking areas; maintenance, repair and replacement of parking regulatory signs, operation and repair and replacement of parking lot lighting; utilities serving the foregoing; landscape and irrigation maintenance, noxious weed control, ladder fuels reduction; premiums for casualty insurance and public liability insurance in the name of Tennis Village with limits of not less than \$3,000,000 per occurrence and \$5,000,000 aggregate. TVEC and SRLP shall be named as additional insureds. Proof of insurance will be provided to any Party upon request.

2.5 In the event any Party fails or refuses to pay when due its share of any maintenance or repair expenses, or Administrative Fee, which failure continues for a period of ten (10) days after receipt of written notice of default, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting Party by the Maintenance Director or other person paying the expenses of the defaulting Party for reimbursement plus interest from and after the date of such expenditure at a rate of twelve percent (12%) per annum.

2.6 Each Party shall pay when due all real property taxes, assessments or other charges against the land to which each party holds fee title. There shall be no right of contribution from the other party for such items, except as explicitly provided here-in for that portion of property taxes levied on the Shared Facilities, which portion shall be included in the cost of maintenance of the Shared Facilities.

2.7 SRLP agrees that the standard of maintenance of the Facilities historically used by TVT and TVEC shall be the standard of maintenance under this Amendment. The standard of maintenance is generally described in Sections 1(E), 1(F), and 1(G) of the original Agreement. A description of the standard of landscape maintenance and snow removal is attached hereto as **Exhibit "G."** Any Party may elect to have the Facilities maintained to a higher standard provided it pays 100% of the increase in maintenance expense resulting from such higher standard, unless other Parties agree in advance and in writing to participate in the costs of such higher standard.

2.8 SRLP shall maintain the entry-drive monument sign and landscaping in the drop-off island and seasonal flower beds (areas 5, 6, and 7 on **Exhibit "F"**) at its sole expense.

Section 3. Indemnification. Each Party shall hold harmless and indemnify each other Party bound by this Amendment from any and all loss, damage, cost or expenses of any kind, which the other Party may hereafter suffer, incur, be put to, pay or lay out by reason of the Party's or its invitees, agents, employees, use of the access easement.

Section 4. Allocation of Parking Spaces. The parking plan attached hereto as **Exhibit "D"** designates which parking spaces are reserved for the exclusive benefit of the SRLP Property, which parking spaces are reserved for the exclusive benefit of specific condominium units (at a ratio of 1.5 spaces per unit) on the TVT Property and the TVEC property. Exclusive parking spaces in the areas west, north and south of the Spa & Club Property shall be designated by individual parking space signs. Designated parking areas in the eastern parking areas shall be designated with signs at the driveway. SRLP will pay the initial cost of installing the parking signs. Repair, replacement and maintenance of the parking signs shall be a common expense payable as provided in Section 2 of this Amendment.

4.1 SRLP agrees to implement a parking control system for Club members and guests, using bumper sticker permits for members and mirror or dashboard permits for guests, or the equivalent. SRLP agrees to encourage Club members and guests to park only in designated spaces, and to encourage travel to the Club by bicycle and SRLP Resort vans.

4.2 TVT agrees to propose a similar parking control system for its owners, guests and renters, and if implemented to coordinate such system with property management companies managing TVT condominiums. SRLP, in its capacity as management agent for some TVT condominiums, agrees to cooperate with such parking control system.

4.3 So long as SRLP or a subsidiary of SRLP owns the Spa and Club Property, SRLP agrees that Club employees will be required to park in the SRLP parking lot west of Meadow Loop Road.

Section 5. Oversight Committee. The Parties hereby form an Oversight Committee (The Committee) comprised of one representative from each Party. The Committee shall meet at least twice a year to review the implementation of this Amendment and seek solutions to any problems or disputes arising under this Amendment. The Committee shall have no binding authority with respect to the administration and enforcement of this Amendment, but shall act as an advisory body only.

Section 6. Easements. TVT hereby grants and conveys to SRLP, its successors and assigns, for the benefit of the Spa and Club Property, easements for building encroachments and the entry-drive monument sign in the areas shown on the map attached hereto as Exhibit "F," over, on and across the TVT Parcel, and an easement for utilities (including but not limited to underground fiber optic and telecommunications cable) now existing or hereinafter installed pursuant to development under this Amendment, to be completed no later than June 1, 2002, for the benefit of the Spa and Club Property. TVT acknowledges that some of the building encroachments are in existence as of the date of this Amendment, and others are planned in connection with certain building improvements to be constructed by SRLP pursuant to this Amendment and as referenced on Exhibit "E." TVT further grants and conveys to SRLP, its successors and assigns, a nonexclusive easement for ingress and egress over, on and across the pedestrian and bicycle pathways established on the TVT Property for the benefit of SRLP and its employees, guests, patrons and invitees, specifically as the asphalt walk running from the Great Hall to the existing Spa and Club Property and the new connection to the bike path near Unit 14 are disclosed on Exhibit "F." TVT represents and warrants that it has obtained all approvals and consents of its board of directors and members required to authorize the easements granted herein.

Section 7. No Waiver. The failure of a Party to insist upon strict performance of any of the terms, covenants, conditions, or agreements contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein by the same or any other Party.

Section 8. Mediation. The Parties agree that prior to litigation for any dispute, controversy, or claim arising out of or relating to this Amendment the Parties shall make a good faith effort to settle the dispute by mediation. Unless the parties unanimously agree otherwise, the mediation shall be before a single neutral mediator unanimously appointed by the Parties. Any mediation shall be conducted in Deschutes County, Oregon. In any instance where mediation is requested by any Party, such mediator must be agreed upon within 30 days of the written request for mediation, or mediation shall not be remedy in said instance.

Section 9. Attorney's Fees. Should either party utilize the services of an attorney with respect to any aspect of this Amendment or to enforce this Amendment, the losing party promises and agrees to pay the prevailing party's reasonable attorney fees and costs even if no suit or action is

filed thereon; however, if suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided. Further, the moving party shall be entitled to an award of attorney's fees and costs incurred in the event it is required to seek relief from the automatic stay in bankruptcy court. Such sums shall include an amount estimated by the Court as the reasonable costs and attorney's fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment or decree entered in such suit, action or other proceeding.

Section 10. Effect of this Amendment. In the event of conflicts between this Amendment and the Agreement, this Amendment shall supercede Sections 1(E), 1(F), and 1(G) of the Agreement. The remainder of the Agreement shall remain in full force and effect between TVT and TVEC, but SRLP does not agree to be bound by any terms of the Agreement other than those contained in this Amendment. The easements granted hereunder shall run with the land as to all property burdened and benefitted by such easements, including any division or partition of such property. The rights, covenants and obligations contained in this Amendment shall bind, burden and benefit each party's successors and assigns.

**TENNIS VILLAGE TOWNHOUSES
ASSOCIATION, INC.,** an Oregon
Corporation

By
Its

[Signature]
Secretary

**ASSOCIATION OF UNIT OWNERS
OF THE TENNIS VILLAGE
EXECUTIVE CONDOMINIUMS,** an
Unincorporated Association

By
Its

[Signature]
Chairman

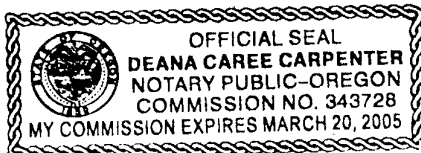
**SUNRIVER RESORT LIMITED
PARTNERSHIP,** a Delaware Limited Partnership

By
Its

[Signature]
Ex V.P.

State of Oregon, County of Deschutes) ss.

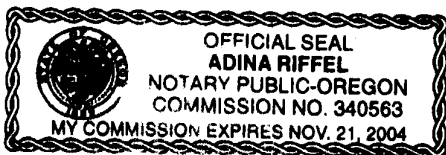
The foregoing instrument was acknowledged before me this 2nd day of March, 2002,
by James W. Norman as Secretary of and
for Tennis Village Townhouses Association, Inc., an Oregon corporation



[Signature]
Notary Public

State of Oregon, County of Deschutes) ss.

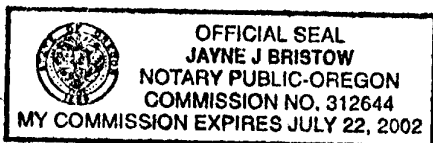
The foregoing instrument was acknowledged before me this 19th day of March, 2002,
by ROD OLSON as CHAIRMAN of and
for Association of Unit Owners of the Tennis Village Executive Condominiums, an
unincorporated association.



Adina Riffel
Notary Public

State of Oregon, County of Deschutes) ss.

The foregoing instrument was acknowledged before me this 20TH day of March, 2002,
by Thomas P. Luersen as Executive Vice President of and
for Sunriver Resort Limited Partnership, a Delaware limited partnership.



Jayne J. Bristow
Notary Public

A tract of land lying in the West Half (W1/2) of Section 5, Township 20 South, Range 11, East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southwest corner of Section 5; thence North 89°53'50" East along the South line of said section, a distance of 1048.75 feet; thence North, 2442.96 feet to the initial point of the plat of Block 1, MEADOW VILLAGE; thence North 02°37'43" East, 388.31 feet to the point of beginning of this plat; thence North 47°27'24" West, 107.23 feet; thence North 06°05'19" East, 37.71 feet; thence North 29°15'40" East, 80.81 feet; thence North 53°17'50" East, 102.90 feet; thence North 88°12'36" East, 64.03 feet; thence South 40°10'10" East, 100.77 feet; thence South 22°04'04" West, 39.92 feet; thence South 41°31'40" West, 152.44 feet; thence South 75°09'47" West, 62.00 feet to the point of beginning.

EXHIBIT "A"
PAGE 1 OF 1

Property Description - Phase I, Tennis Village Townhouses

A tract of land containing 0.46 acres lying in the west half of Section 5, T 20 S, R 11 E., W.M., Deschutes County, Oregon, described as follows:

Commencing at the southwest corner of said Section 5, thence N 89°53'50" E (S 89°29'05" E by plat) along the south line of said section a distance of 1048.75 feet and north (north by plat) 2442.96 feet from the southwest corner of said section to the point of beginning of the excepted portion of the plat of Meadow Village; thence N 23°11'19" W 552.05 feet to the point of beginning of this plat;

thence N 16°21'39" E along the westerly boundary of said Block 1, Meadow Village 142.18 feet;

thence S 58°31'36" E 95.72 feet;

thence S 21°51'10" E 103.43 feet;

thence S 06°05'19" W 37.71 feet;

thence South 49.00 feet;

thence N 82°28'03" W 61.03 feet;

thence N 05°25'01" E 58.26 feet;

thence N 73°27'25" N 105.56 feet to the point of beginning.

TOGETHER WITH with an easement for egress and ingress described as follows:

Commencing at the southwest corner of said Section 5, thence N 89°53'50" E (S 89°29'05" E by plat) along the south line of said section a distance of 1045.75 feet and north (north by plat) 2442.96 feet from the southwest corner of said section to the point of beginning of the excepted portion of the plat of Meadow Village; thence N 23°11'19" W 552.05 feet; thence N 16°21'39" E 142.18 feet to the point of beginning of this easement;

thence N 16°21'39" E 50.00 feet;

thence S 58°31'36" E 130.00 feet;

thence S 31°57'46" E 65.51 feet;

thence S 29°15'40" W 80.81 feet;

thence N 21°51'10" W 103.43 feet;

thence N 58°31'36" W 95.72 feet to the point of beginning.

Property Description - Stage II - Tennis Village Townhouses

A tract of land containing 1.94 acres, lying in the West ½ of Section 5, T 20 S, R 11 E, W.M., Deschutes County, Oregon, described as follows:

Commencing at the southwest corner of said Section 5, thence N 89°53'50" E along the south line of said section a distance of 1048.75 feet and north 2442.96 feet from the southwest corner of said section to the initial point of the plat of Block 1, Meadow Village (Deschutes County plat number 189) and the point of beginning of this description:

thence N 57°11'19" W along the westerly boundary of said plat of Block 1, Meadow Village 101.69 feet;
thence around a 189.75 foot radius curve right 94.67 feet (long chord bears N 42°53'14" W 93.68 feet);
thence N 28°36'17" W 163.00 feet;
thence around a 199.37 foot radius curve right 156.46 feet (long chord bears N 06°06'53" W 152.48 feet);
thence N 16°21'39" E 92.75 feet;
thence S 73°27'25" E leaving said westerly boundary of the plat of Block 1, Meadow Village 105.56 feet;
thence S 05°25'01" W 58.26 feet;
thence S 82°28'03" E 61.03 feet;
thence north 49.00 feet;
thence S 47°27'24" E 107.23 feet;
thence S 75°09'47" W 78.10 feet;
thence S 12°16'44" E 86.99 feet;
thence S 07°48'01" W 73.68 feet;
thence S 43°15'52" E 23.34 feet;
thence N 48°06'46" E 40.36 feet;
thence S 36°56'15" E 130.38 feet to the boundary of Block 1, Meadow Village;
thence around a 732.25 foot radius curve left along the boundary of said plat 30.00 feet (long chord bears S 33°55'48" W 30.00 feet);
thence S 32°45'22" W 107.96 feet to the point of beginning.

Property Description - Phase III, Tennis Village Townhouses

A tract of land containing 2.48 acres, lying in the west half of Section 5, T 20 S, R 11 E, W.M., Deschutes County, Oregon, described as follows:

Commencing at the southwest corner of said Section 5, thence N 89°53'50" E along the south line of said section 1048.75 feet; thence North 2442.96 feet to the initial point of the plat of Block 1 Meadow Village; thence N 23°11'19" W 552.05 feet; thence N 16°21'39" E 142.18 feet to the point of beginning; said point being on the westerly boundary of the plat of Block 1 Meadow Village;

thence N 16°21'39" E along said boundary 91.27 feet;

thence around a 230.44 foot radius curve right 86.73 feet (long chord bears N 27°08'34" E 86.22 feet);

thence N 80°10'44" E 76.59 feet;

thence S 84°22'42" E 188.28 feet;

thence S 66°10'09" E 153.31 feet;

thence S 43°40'37" E 172.10 feet;

thence leaving the boundary of Block 1 Meadow Village and going S 18°02'16" W 135.11 feet;

thence N 82°10'15" W 80.75 feet;

thence N 36°31'44" W 100.80 feet;

thence S 53°40'23" W 42.20 feet;

thence N 40°10'10" W 100.77 feet;

thence S 88°12'36" W 64.03 feet;

thence S 53°17'50" W 102.90 feet;

thence S 29°15'40" W 80.81 feet;

thence S 21°51'10" W 103.43 feet;

thence N 58°31' 36" W 95.72 feet to the point of beginning.

Property Description - Stage IV, Tennis Village Townhouses

A tract of land containing 2.65 acres, lying in the west half of Section 5, T 20 S., R 11 E., W.M., Deschutes County, Oregon, described as follows: Commencing at the southwest corner of Section 5; thence N 89°53'50" E along the south line of said section 1048.75 feet; thence N 2442.96 feet to the initial point of the plat of Block 1, Meadow Village; thence N 02°37'43" E 388.31 feet to the point of beginning;

thence N 75°09'47" E 62.00 feet;

thence N 41°31'40" E 152.44 feet;

thence N 22°04'04" E 39.92 feet;

thence N 53°40'23" E 42.20 feet;

thence S 36°31'44" E 100.80 feet;

thence S 31°54'29" W 62.43 feet;

thence S 01°49'06" W 126.06 feet;

thence S 19°45'16" E 44.98 feet to the boundary of the plat of Block 1, Meadow Village;

thence along the boundary of said plat, around a 325.52 foot radius curve left 155.65 feet (long chord bears S 56°36'30" W 154.42 feet);

thence around a 732.25 foot radius curve left 98.99 feet (long chord bears S 38°58'34" W 98.91 feet);

thence leaving said boundary and going N 36°56'15" W 130.38 feet;

thence S 48°06'46" W 40.36 feet;

thence N 43°15'52" W 23.34 feet;

thence N 07°48'01" E 73.68 feet;

thence N 12°16'44" W 86.99 feet;

thence N 75°09'47" E 78.10 feet to the point of beginning.

Property Description - Units 45, 46, 47, 48, Tennis Village Executive Condominiums, a portion of Sunriver

A tract of land located in the West half of Section 5, Township 20 South, Range 11 East, W.M., Deschutes County, Oregon, more particularly described as follows:

Commencing at the Southwest corner of said Section 5; thence North $89^{\circ}53'50''$ East along the South line of said Section 5, 1048.75 feet; thence North 2442.96 feet to the initial point of the plat of Block 1, Meadow Village;

thence N $43^{\circ}46'53''$ East, 384.46 feet;

thence N $19^{\circ}45'16''$ West, 44.98 feet;

thence N $01^{\circ}49'06''$ East, 126.06 feet;

thence N $31^{\circ}54'29''$ East, 62.43 feet;

thence S $82^{\circ}10'15''$ East, 80.75 feet to the true point of beginning; said point also being the southeast corner of Tennis Village Townhouses Stage Three as recorded with the Deschutes County Clerk;

thence N $18^{\circ}02'16''$ East, 135.11 feet;

thence S $43^{\circ}40'37''$ East, 120.00 feet;

thence S $01^{\circ}02'06''$ East, 99.70 feet

thence West, 126.51 feet;

thence North, 58.00 feet to the true point of beginning, containing 0.39 acres, more or less.

Property Description - Bldg: 49-50-51-52 Tennis Village, a portion of Sunriver

A tract of land located in the West half of Section 5, Township 20 South, Range 11 East, W.M., Deschutes County, Oregon, more particularly described as follows:

Commencing at the Southwest corner of said Section 5; thence North $89^{\circ}53'50''$ East, along the South line of said Section 5, 1048.75 feet; thence North, 2442.96 feet to the initial point of the plat of Block 1, Meadow Village;

thence North $43^{\circ}46'53''$ East, 384.46 feet;

thence North $79^{\circ}21'57''$ East, 103.57 feet to the true point of beginning;

thence North 133.21 feet;

thence East, 126.51 feet;

thence South $01^{\circ}02'06''$ East, 69.13 feet;

thence South $17^{\circ}04'41''$ West, 81.86 feet;

thence around a 325.52 foot radius curve left 105.13 feet, long chord bears North $82^{\circ}13'34''$ West, 104.68 feet to the true point of beginning, containing 0.38 acres more or less.

Property Description - Bldg 53-54-55-56, Tennis Village Executive Condominiums, a portion of Sunriver

A tract of land located in the West half of Section 5, Township 20 South, Range 11 East, W.M., Deschutes County, Oregon, more particularly described as follows:

Commencing at the Southwest corner of said Section 5; thence North $89^{\circ}53'50''$ East, along the south line of said Section 5, 1048.75 feet; thence North, 2442.96 feet to the initial point of the plat of Block 1, Meadow Village; thence North $43^{\circ}46'53''$ East, 384.46 feet to the true point of beginning;

thence North $19^{\circ}45'16''$ West, 44.98 feet;

thence North $01^{\circ}49'06''$ East, 126.06 feet;

thence North $31^{\circ}54'29''$ East, 62.43 feet;

thence South $82^{\circ}10'15''$ East, 80.75 feet;

thence South, 191.21 feet;

thence around a 325.52 foot radius curve left 104.01 feet, long chord bears South $79^{\circ}21'57''$ West, 103.57 feet to the true point of beginning, containing 0.52 acres, more or less.

Exhibit D

Purpose of the Plans. The attached plan D-1 is conceptual in nature and illustrates the improvements SRLP proposes to construct at its sole cost and expense upon Tennis Village Townhouses Association Common Land. These plans are included for no other purpose. SRLP agrees that no changes shall be made to the proposed work on the Tennis Village Townhouses Association Common land, or within the specific building easement areas granted in this Agreement from Tennis Village Townhouses Association to SRLP without the Tennis Village Townhouses Association's written consent. The attached plan is not intended to control the nature or extent of the improvements SRLP may elect to make upon its own land and buildings that are not on the Tennis Village Townhouses Association Common Land or easement areas.

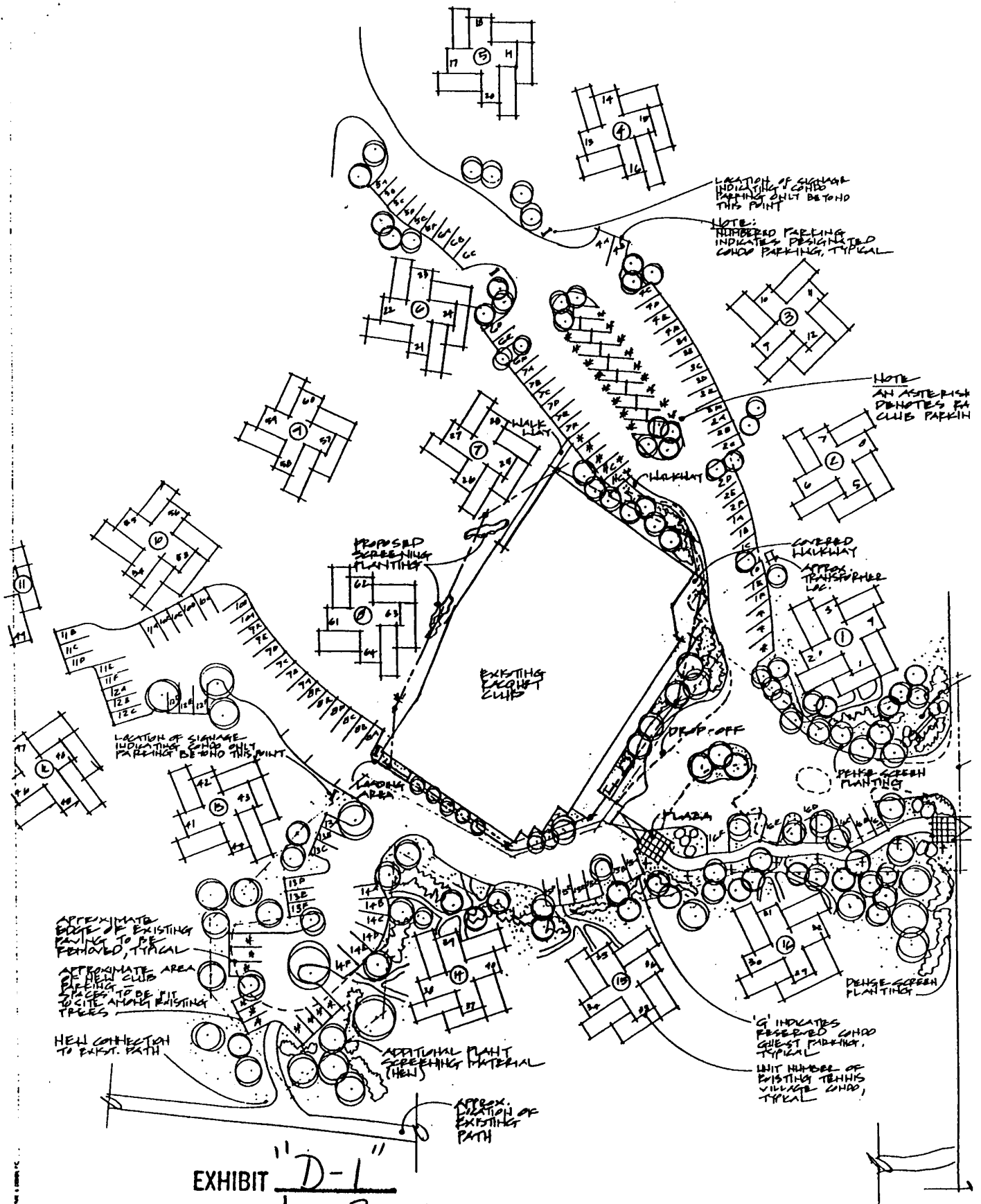


EXHIBIT "D-1"
PAGE 1 OF 2

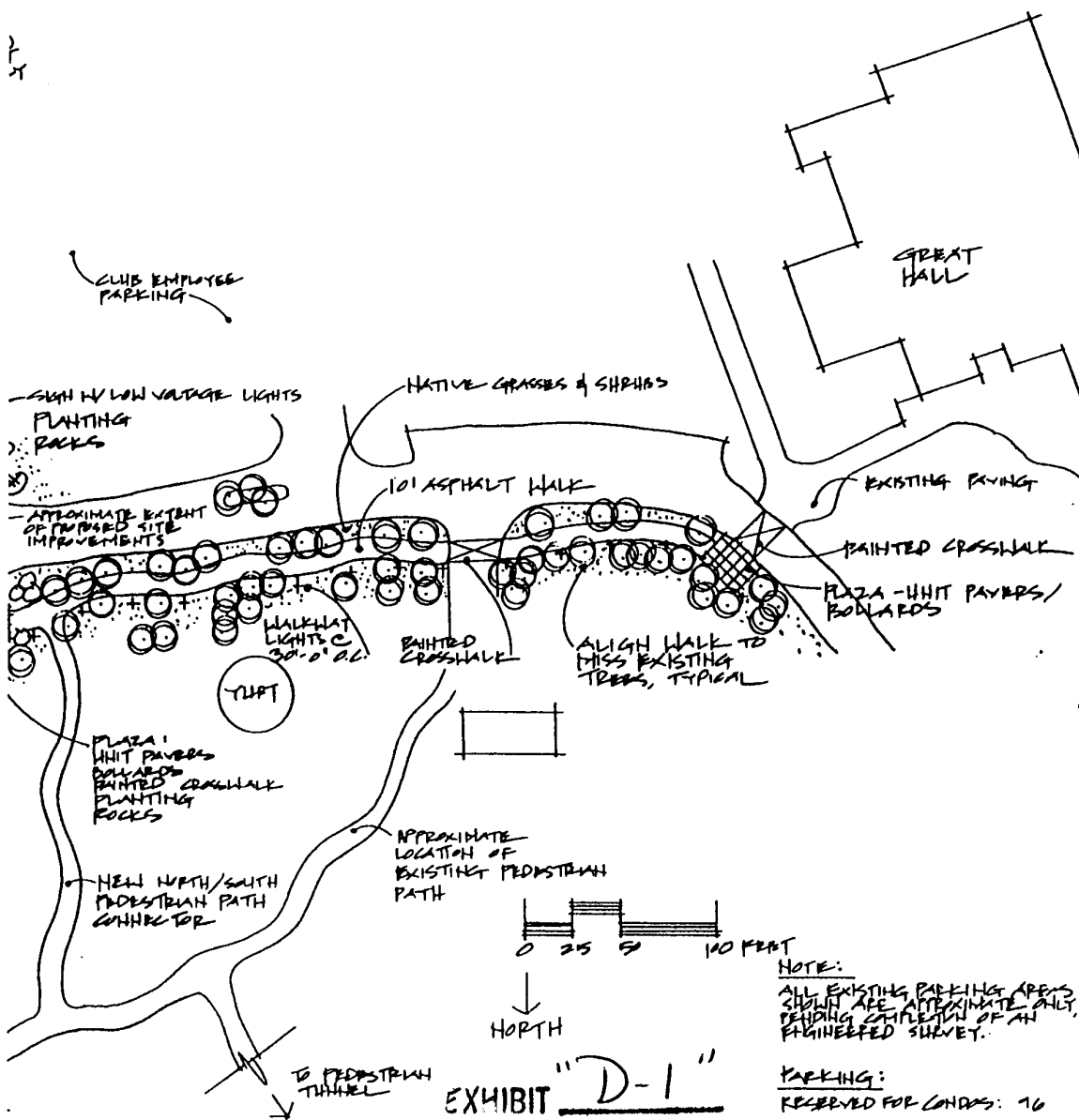


EXHIBIT "D-1"
PAGE 2 OF 2

NOTE:
ALL EXISTING PARKING AREAS SHOWN ARE APPROXIMATE ONLY, PENDING COMPLETION OF AN ENGINEERED SURVEY.

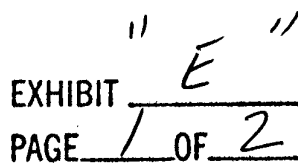
PARKING:
RESERVED FOR CONDOS: 16
RESERVED FOR CLUB: 35
TOTAL SPACES: 131

PROPOSED SPA / RACQUET CLUB
SUNRIVER RESORT

DKA Architecture & Design, LLC
147 SW Shasta Street, Ste. 206
Med. Oregon 97030-1137
Tel: 503-433-1896 Fax: 503-433-4887

SUNRIVER OREGON

REVISION	
1	
2	
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4	
DRAWINGS	
CONCEPTUAL SITE PLAN	
1" = 40'	
DATE REV. 12/18/00	
SHEET REV. 2.20.01	
REVISION	
A1	
OF --	

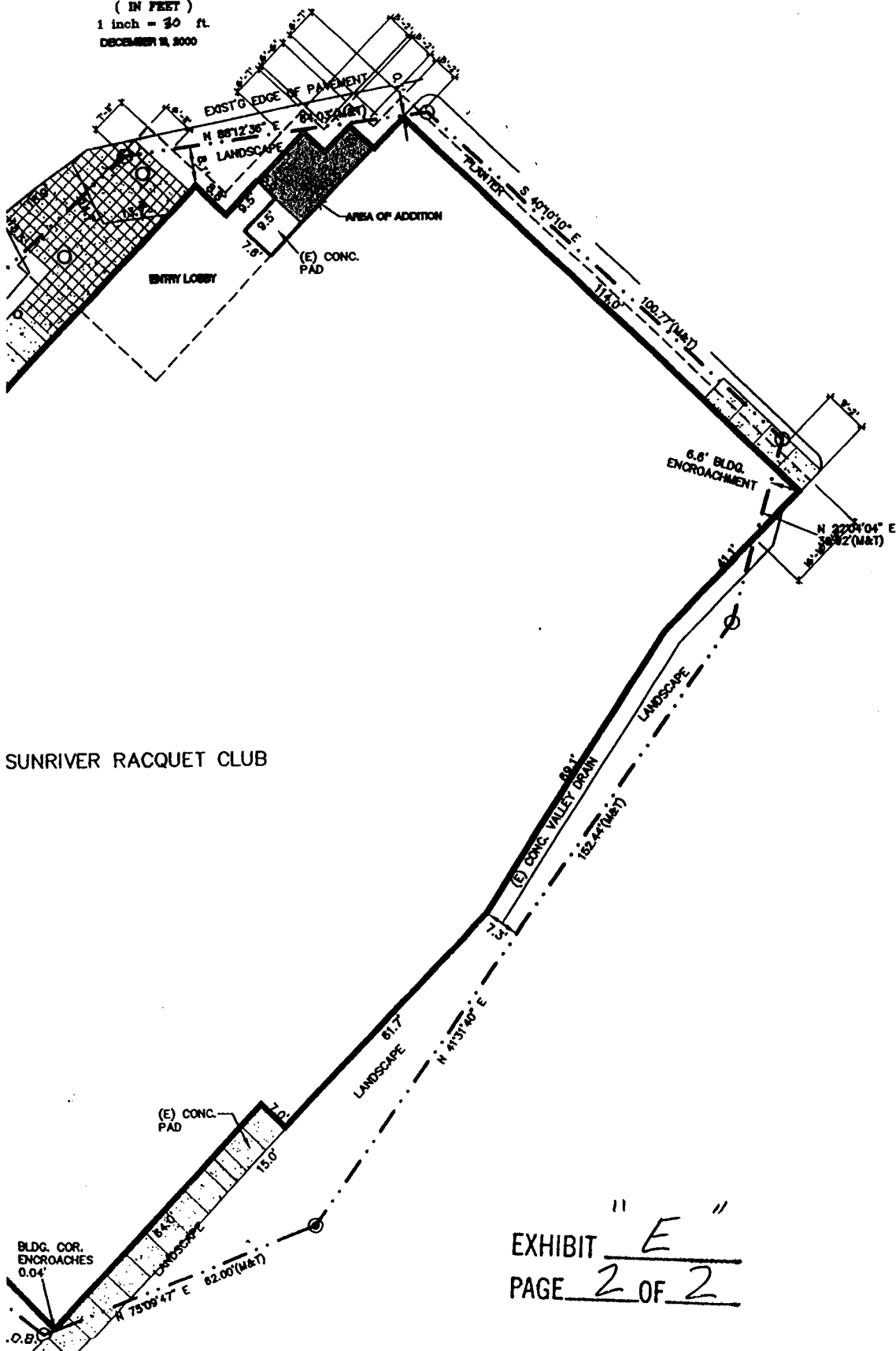


IT, E.

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.
DECEMBER 14, 2000



SUNRIVER RACQUET CLUB

EXHIBIT "E"
PAGE 2 OF 2

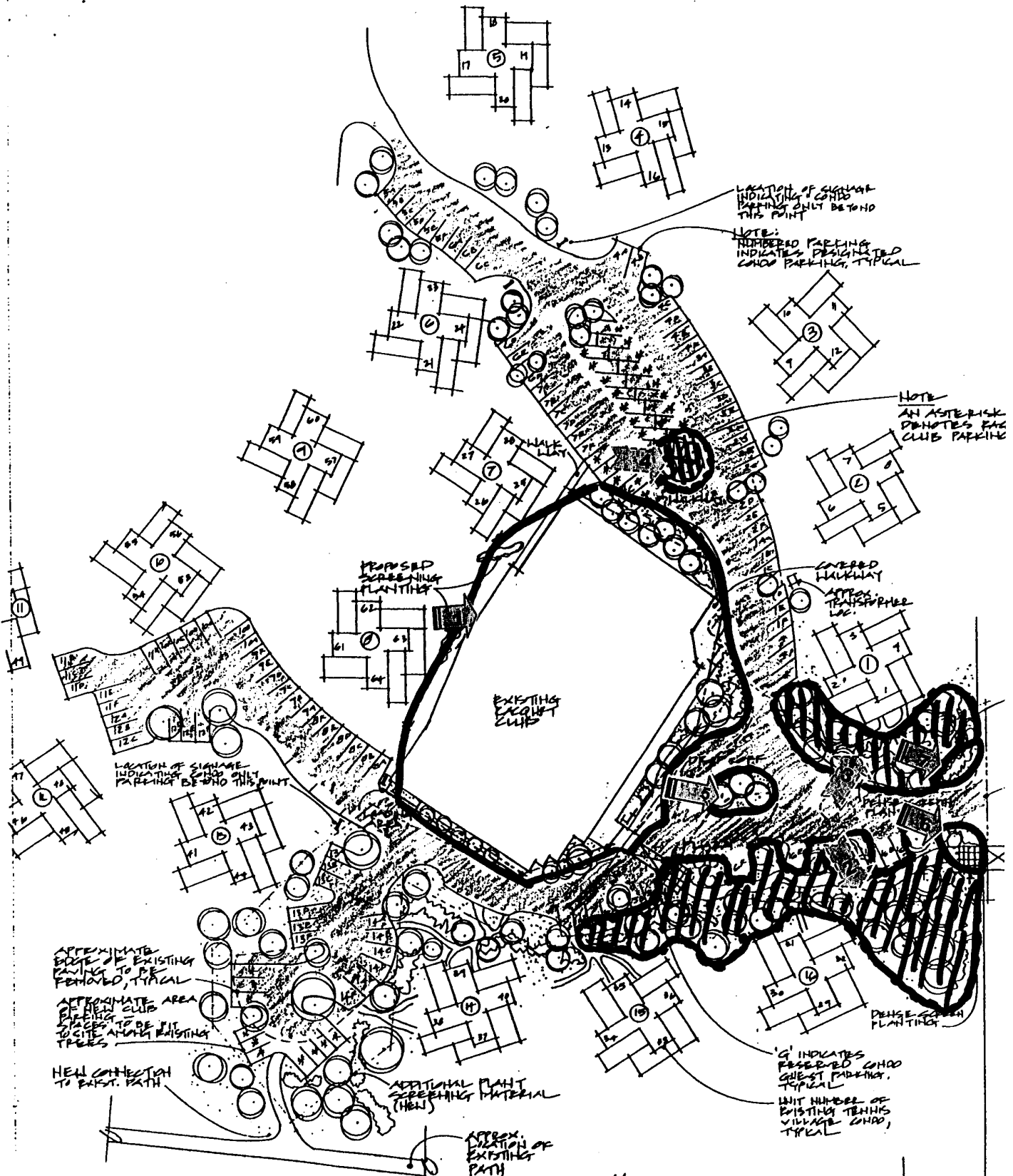


EXHIBIT "F"
PAGE 1 OF 2

Key - Landscaping Responsibilities by Area

- Area 1** SRLP Expense - maintain the landscaping adjacent to the building including any incidental common areas inside of the pavement
- Area 2** Shared Facilities Expense [TVC, TVEC, & SRLP] - maintain the irrigation system, landscape materials, noxious weeds
- Area 3** Shared Facilities Expense [TVC, TVEC, & SRLP] - maintain the irrigation system, landscape materials, noxious weeds
- Area 4** Shared Facilities Expense [TVC, TVEC, & SRLP] - maintain the irrigation system, landscape materials, noxious weeds
- Area 5** SRLP Expense - maintain the drop-off island
- Area 6** SRLP Expense - maintain the entry-drive monument sign and landscaping
- Area 7** SRLP Expense - maintain the entry-drive monument sign and flowerbeds in front of it
- Other Areas** TVC, TVEC will continue to maintain its landscaping in and around its buildings, which are not specifically noted above, at their expense.

(*)
QUEST
ONLY

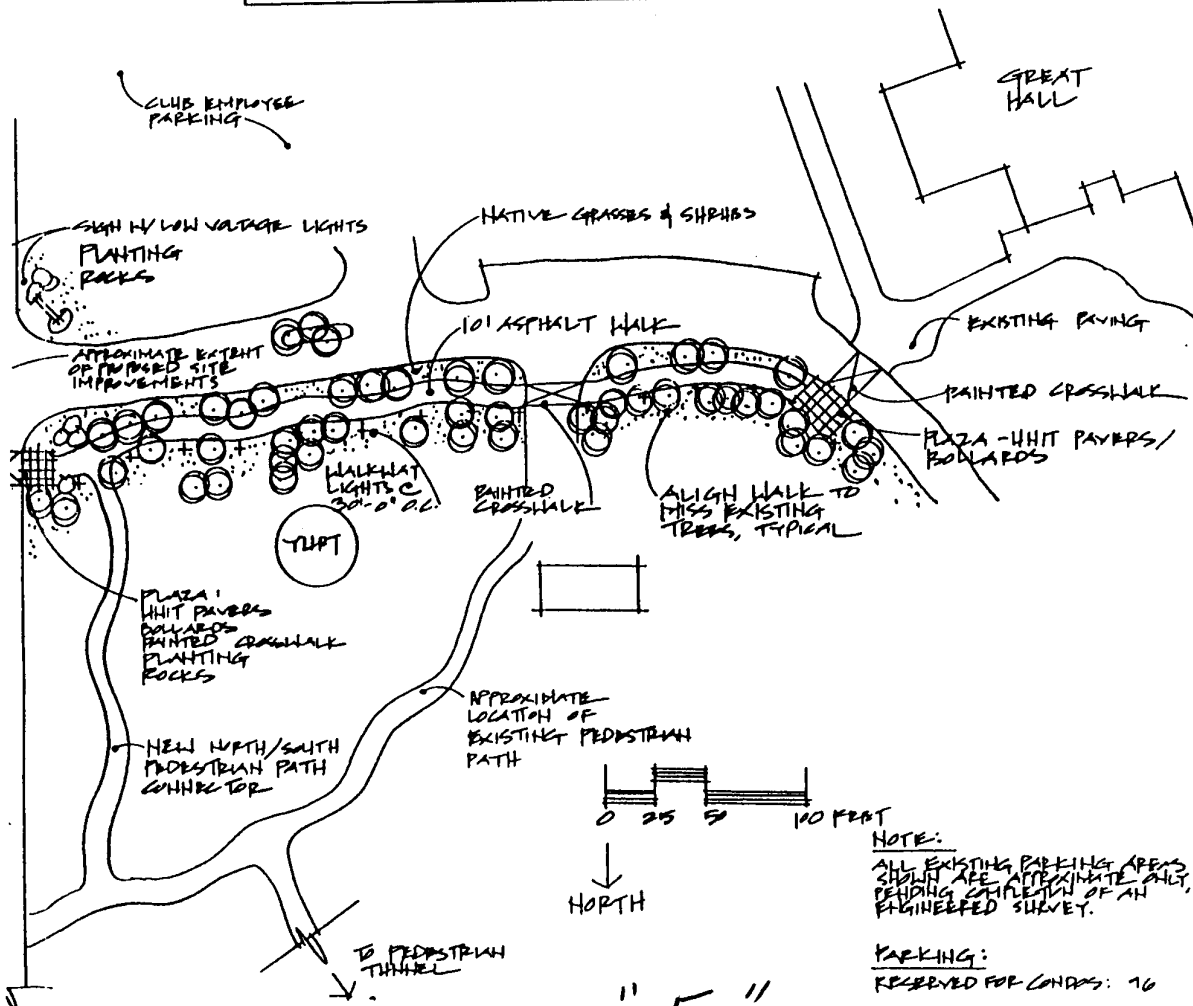


EXHIBIT **"F"**
PAGE **2** OF **2**

NOTE:
ALL EXISTING PARKING AREAS
SHOWN ARE APPROXIMATE ONLY,
PENDING CONFIRMATION OF AN
ENGINEERED SURVEY.

PARKING:
RESERVED FOR CONDOS: 16
RESERVED FOR CLUB: 35
TOTAL SPACES: 151

DKA Architecture & Design
PROPOSED SPA / RACQUET CLUB
SUNRIVER RESORT
 OREGON
 SUNRIVER

REVISION

1	
2	
3	
4	

DRAWINGS

**CONCEPTUAL
SITE PLAN**

1" = 40'

DATE REV. 12/8/00

SHEET REV. 2.20.01

REVISION

A1

OF --

TENNIS VILLAGE OWNERS ASSOCIATION LANDSCAPE STANDARD

Turf Areas

- *Mowing and edging*

Twice in June
Four times in June, July and August
Three times in September
- *Fertilizing*

Spring - 8 lbs per 1,000 sq ft / 12-12-12-2-4
Summer twice 5 lbs per 1,000 sq. ft / 21-0-0
Fall - 5 lbs per 1,000 sq ft/ 21-14-7
- *Broadleaf weed control*

Once in spring and fall

Shrub Areas

- *Pruning of trees and shrubs*

All pruning will be done from ground level.
Andy Smith's Tree Service will do any pruning requiring ladder or extension tools.
Any tree removal will be done in accordance with the Sunriver Nature Center standards including the appropriate permits.
- *Weed Control*

Pre-emergent will be applied in the spring and bio-degradable spray will be used during the summer for spot weeding.

Spring, Summer, Fall Clean Up

- Clean grounds of winter debris including downed branches and trash.
- Each week that mowing and trimming occurs, the trash will be removed including but not limited to paper products, beverage containers, cigarette butts, and food wrappers.
- Recommendations will be made to Jackie Hughes that might include the commercial sweeping of parking areas, removal of pine needles, etc.
- Added debris removal to be twice in October and final landscaping done for winter.



Insurance

The contractor will present a current contractor's license.

The contractor will provide Tennis Village Owner's Association, Sun River Lodge and Tennis Village Executive Condo Association a current liability policy that holds the aforementioned harmless from any lawsuits due to the activity of the contractor.

No recourse for lack of payment of salaries, taxes or insurance will be initiated against the three organizations that have entered into this contract.

Failure to comply with the aforementioned standards will result in immediate cancellation of this contract with no remedy implied.

Billings

Payments will be made in 6 equal billings.

Additional work outside of the contract will be presented, in writing, to Jackie Hughes for association approval.

Billings will occur at the end of each cycle.

SNOW REMOVAL STANDARDS

Boundary markers installed in October and removed by April.

One time staking fee of \$150.00

Snow removal to occur at 4" of accumulation

- * All parking areas.
- * Walkways and driveways.
- * Build up to entry to walkways will be removed after each plow.
- * Back patio area will be kept clear for access to wood door.

Ice build up on pathways will be managed by an application of biodegradable material.
This will be billed separately from the per plow bid.

Currently the per plow is \$900.00.