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**AMENDED AND RESTATED DECLARATION  
FOR TUALATIN VILLAGE CONDOMINIUM**

Whereas, Declaration submitting Phase 1 of Tualatin Village Condominium to Condominium Ownership (the "Phase 1 Declaration") was recorded February 12, 1982, in the official records of Washington County, Oregon, under Recorders Fee No. 82003659; Supplemental Declaration submitting Phase 2 of Tualatin Village Condominium to Condominium Ownership (the "Phase 2 Declaration") was recorded June 23, 1982, in the official records of Washington County, Oregon, under Fee No. 82015612; and Supplemental Declaration submitting Phase 3 of Tualatin Village Condominium to Condominium Ownership (the "Phase 3 Declaration") was recorded June 23, 1982, in the official records of Washington County, Oregon, under Recorders Fee No. 82015613. The Phase 1 Declaration, the Phase 2 Declaration and the Phase 3 Declaration are sometimes collectively referred to herein as the "Declaration."

Whereas, the unit owners desire to amend and restate the Declaration, and

Whereas, the following Amended and Restated Declaration has been approved by unit owners holding 100 percent of the voting rights of the condominium and by holders of first mortgages as required by the Declaration.

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 Tualatin 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 have been 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.

f. "Plans" means the Plans filed with the Declaration and referred to therein.

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

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

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

The Declaration has submitted 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 on such land.

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

There are a total of 132 units. The units are situated in twenty-four structures without basement, nine of which are two-story wood frame structures, five of which are one-story wood frame structures, and ten of which have one and two-story elements. Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim. The unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces and the exterior surfaces so described. All other portions of the walls, floors or ceilings shall be a part of the common elements. In addition, each unit shall include the following: (a) All spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the boundaries of the unit; and (b) All outlets of utility service lines, including but not limited to power, light, gas, hot and cold water, heating, refrigeration, air conditioning and waste disposal, within the boundaries of the unit, but shall not include any part of such lines or ducts themselves. The approximate area of each unit is shown on Exhibit B attached hereto. The dimensions, designation, and

location of each unit are shown in the plat filed with the Declaration.

Section 5. Common Elements.

a. The general common elements consist of the following: (i) The land, pathways, driveways, fences, grounds, pool and pool deck, hot tub, garage structures and parking areas, except parking spaces within garages and certain other parking spaces which are designated as limited common elements by subsection b below; (ii) Pipes, ducts, flues, chutes, conduits, wires and other utility installations to their outlets; (iii) Roofs, foundations, bearing walls, perimeter walls, beams, columns and girders to the interior surfaces thereof; (iv) The outside surfaces of courtyards, patios and decks, and stairways and landings, which are not part of a unit; (v) All other elements of the buildings and the property necessary or convenient to their existence, maintenance and safety, or normally in common use, except as may be expressly designated in this Declaration as part of a unit or a limited common element; (vi) Parking spaces designated as "open" on Exhibit C attached hereto. (Such parking spaces shall be used for guest parking, loading, driveways, landscaping, or recreational facilities as determined by the board of directors.)

b. The limited common elements shall consist of (i) all courtyards, patios and decks, as shown on the Plans, except for the outside surfaces thereof, and storage closets located on decks, each of which shall pertain to the unit which it adjoins, as shown on the Plans; (ii) parking spaces within

garage structures which bear the number of a unit as shown on the Plans shall pertain to the unit whose number it bears; garage spaces which do not bear a unit number on the Plans and parking spaces shall pertain to units as shown on Exhibit C attached hereto. Any garage space or parking space may be transferred so as to pertain to a different unit by an amendment to this Amended and Restated Declaration executed by the owner and any mortgagee of the unit to which the parking space previously pertained and by the owner of the unit to which the space is being transferred. Such transfer shall be effective upon the filing of such amendment in the Deed Records of Washington County, Oregon. No transfer, however, shall be such as to leave any unit without at least one garage space parking space assigned to it as a limited common element.

Section 6. Allocation of Interest in Common Elements.

Each unit will be entitled to an undivided ownership interest in the common elements determined by the ratio by which the approximate area of the particular unit bears to the total approximate area of all units combined, as shown on Exhibit D attached hereto. 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.

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. Storage within garage structures will be limited so that there shall at all times be space within each garage structure for storage of an automobile. 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 and over garage spaces and parking spaces to the extent not inconsistent with use for

parking 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 provisions of this Declaration and of the Bylaws regarding the maintenance, repair and replacement of the common elements shall be deemed to be for the benefit of the City of Tualatin, as well as the unit owners, and the City may enforce such provisions by appropriate proceedings at law or in equity. Without limitation to the foregoing, the City may deliver a written notice to the board of directors by delivering the same to the registered agent, as required pursuant to ORS 94.280, setting forth the particular defect which it believes exists in the maintenance, repair and/or replacement program. If the specified defects are not corrected within 30 days after receipt of the notice, or, if such correction cannot reasonably be completed within such time, or if the association fails within such time to commence and pursue the correction with reasonable



diligence, then the City may take necessary curative action. In such event, the cost of correction by the City shall constitute a lien against each unit and its interest in the common elements based upon such unit's share of the common expenses as provided in this Declaration.

**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 President shall have all the authority and responsibilities of the Chairman of an association of unit owners under the Oregon Condominium Act. 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 not exceeding 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 have been recorded in the official records of Washington 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 and affecting garage spaces and parking spaces to the extent not inconsistent with use for parking 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.

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 became 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 Mortgage 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 Mortgage 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. Mortgage 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 except in enclosed garages.

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 weighing less than

25 pounds, 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 two pet permits 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.

A pet permit may be revoked by the board of directors for any material violation of the terms of the pet permit.

Notwithstanding any provision of this Amended and Restated Declaration to the contrary, any owner maintaining a pet within the Condominium at the date of approval of this Amended and Restated Declaration shall have the right to continue to maintain such pet subject, however, to the provisions of Sections 25.b, 25.c, 25.d, and the permit conditions set forth in 25.f.

**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 Washington 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. 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 certify that this Amended and Restated Declaration has been adopted in accordance with the Declaration and the provisions of ORS 100.135 and

ORS 100.513(5) and have executed this Amended and Restated  
Declaration 19<sup>th</sup> day of September, 1996.

ASSOCIATION OF UNIT OWNERS OF  
TUALATIN VILLAGE CONDOMINIUM

By Helen Polio  
President

By [Signature]  
Secretary

STATE OF OREGON )  
 ) SS  
COUNTY OF )

This instrument was acknowledged before me on  
September 19, 1996, by Holly Polis as President  
of Association of Unit Owners of Tualatin Village Condominium.

Kimberly K. Ellis  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
 ) SS  
COUNTY OF )

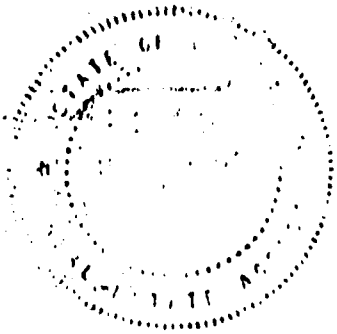


This instrument was acknowledged before me on  
September 19, 1996, by David Beutner as Secretary  
of Association of Unit Owners of Tualatin Village Condominium.



Kimberly K. Ellis  
Notary Public for Oregon  
My commission expires:

The foregoing Amended and Restated Declaration is  
approved pursuant to ORS 100.110 this 23rd day of  
September, 1996.



SCOTT W. TAYLOR  
Real Estate Commissioner

By Steve T. Marshall  
Paul A. Zaffner  
Washington County Assessor



WASHINGTON  
COUNTY,  
OREGON

APPROVED THIS 24<sup>TH</sup> DAY OF SEPTEMBER, 1996

DIRECTOR OF ASSESSMENT AND TAXATION  
(WASHINGTON COUNTY ASSESSOR)

BY: \_\_\_\_\_

*Paul A. Giff*

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The undersigned unit owner(s) of unit 834b Tualatin Village Condominium and their mortgagee hereby approve and consent to the foregoing Amended and Restated Declaration.

\_\_\_\_\_  
\_\_\_\_\_  
Owner(s)

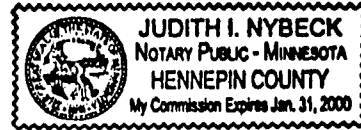
*[Signature]*  
KATHRYN L. REVORD  
Assistant Secretary  
By \_\_\_\_\_ Mortgagee

STATE OF ~~OREGON~~ ~~MINNESOTA~~ )  
  ) SS  
COUNTY OF Hennepin                  )

This instrument was acknowledged before me on 16 September, 1996, by \_\_\_\_\_.

*[Signature]*  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON )  
  ) SS  
COUNTY OF                                  )



This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON )  
  ) SS  
COUNTY OF                                  )

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

The undersigned unit owner(s) of unit 8146, Tualatin Village Condominium and their mortgagee hereby approve and consent to the foregoing Amended and Restated Declaration.

Debi M. Buck

By \_\_\_\_\_ Mortgagee

Owner(s)

STATE OF OREGON )  
COUNTY OF Washington ) SS

9/8 This instrument was acknowledged before me on \_\_\_\_\_, 1996, by Debi M. Buck.



Holly Baumhofer Polz  
Notary Public for Oregon  
My commission expires: October 26, 1997

STATE OF OREGON )  
COUNTY OF \_\_\_\_\_ ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
COUNTY OF \_\_\_\_\_ ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

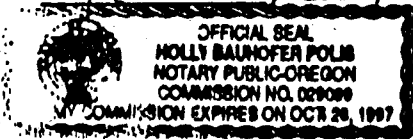
27

The undersigned unit owner(s) of unit 8362, Tualatin Village Condominium and their mortgagee hereby approve and consent to the foregoing Amended and Restated Declaration.

George M. [Signature] By \_\_\_\_\_  
Owner(s) Mortgagee

STATE OF OREGON )  
COUNTY OF Washington ) SS

9/8 This instrument was acknowledged before me on 1996, by George M. [Signature]



Holly Baumhofer Polz [Signature]  
Notary Public for Oregon  
My commission expires: October 28, 1997

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

28

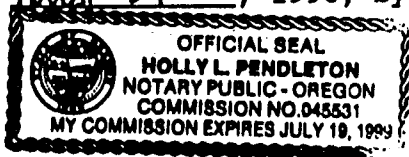
The undersigned unit owner(s) of unit 9364 Tualatin Village Condominium and their mortgagee hereby approve and consent to the foregoing Amended and Restated Declaration.

Hemphill \_\_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_  
Owner(s) Mortgagee

STATE OF OREGON )  
COUNTY OF Washington ) SS

August 29 This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.



Holly L. Pendleton  
Notary Public for Oregon  
My commission expires: 7-19-99

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

29

The undersigned unit owner(s) of unit 420, Tualatin Village Condominium and their mortgagee hereby approve and consent to the foregoing Amended and Restated Declaration.

Joseph H. Peci  
Paula M. Peci  
Owner(s)

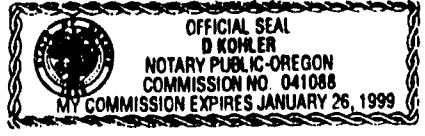
By \_\_\_\_\_  
Mortgagee

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on August 17<sup>th</sup> 1996, by Joseph & Paula Peci

D. Kohler  
Notary Public for Oregon  
My commission expires: 1/20/99

STATE OF OREGON )  
COUNTY OF ) SS



This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

The undersigned unit owner(s) of unit 842, Tualatin Village Condominium and their mortgagee hereby approve and consent to the foregoing Amended and Restated Declaration.

V. Grace Elsass

By \_\_\_\_\_  
Owner (s) \_\_\_\_\_ Mortgagee



STATE OF OREGON )  
COUNTY OF Washington ) SS

9/9/96 This instrument was acknowledged before me on \_\_\_\_\_, 1996, by V. Grace Elsass

Holly Bauhofer Polz  
Notary Public for Oregon  
My commission expires: October 26, 1997

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

The undersigned unit owner(s) of unit 8430, Tualatin Village Condominium and their mortgagee hereby approve and consent to the foregoing Amended and Restated Declaration.

Sandy Dreyer

By \_\_\_\_\_  
Mortgagee

STATE OF OREGON )  
COUNTY OF Washington ) SS

9/8 This instrument was acknowledged before me on  
1996, by Sandy L. Dreyer



Holly Baumgardner Polz  
Notary Public for Oregon  
My commission expires: October 26, 1997

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on  
\_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on  
\_\_\_\_\_, 1996, by \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

The undersigned unit owner(s) of unit 8432, Tualatin Village Condominium and their mortgagee hereby approve and consent to the foregoing Amended and Restated Declaration.

*Patti Bauman-Yukich*  
*Patti Bauman-Yukich*

\_\_\_\_\_  
Owner(s)

By \_\_\_\_\_  
Mortgagee

STATE OF OREGON )  
COUNTY OF Washington ) SS

9/9 This instrument was acknowledged before me on \_\_\_\_\_, 1996, by Patti Bauman-Yukich



*Holly Baumhofer Polz*  
Notary Public for Oregon  
My commission expires: October 26, 1997

STATE OF OREGON )  
COUNTY OF \_\_\_\_\_ ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

"STATE OF OREGON )  
COUNTY OF \_\_\_\_\_ ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

**33**

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:



The undersigned unit owner(s) of unit 8456 Tualatin Village Condominium and their mortgagee hereby approve and consent to the foregoing Amended and Restated Declaration.

Betty G. Thomas

By \_\_\_\_\_ Mortgagee

Owner(s)

STATE OF OREGON )  
 ) SS  
COUNTY OF )

This instrument was acknowledged before me on Aug 16, 1996, by BETTY G. THOMAS.



Carol Fay Petersen  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
 ) SS  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
 ) SS  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

34

The undersigned unit owner(s) of unit 894, Tualatin Village Condominium and their mortgagee hereby approve and consent to the foregoing Amended and Restated Declaration.

William J. Anthony

\_\_\_\_\_  
Owner(s)

By \_\_\_\_\_  
Mortgagee

STATE OF OREGON )  
COUNTY OF Washington ) SS

Sept 5 This instrument was acknowledged before me on \_\_\_\_\_, 1996, by William Anthony



Salvatore

Notary Public for Oregon  
My commission expires: 2-18-99

STATE OF OREGON )  
COUNTY OF \_\_\_\_\_ ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
COUNTY OF \_\_\_\_\_ ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

35

The undersigned unit owner(s) of unit 622, Tualatin Village Condominium and their mortgagee hereby approve and consent to the foregoing Amended and Restated Declaration.

[Signature]

Christine Wall Parker  
Owner(s)

By Bank of America  
Mortgagee

STATE OF OREGON )  
COUNTY OF Multnomah ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.



OFFICIAL SEAL  
M L ALLMAN  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 022740  
COMMISSION EXPIRES APR. 11, 1997

[Signature]  
Notary Public for Oregon  
My commission expires: 4-11-97

STATE OF OREGON )  
COUNTY OF \_\_\_\_\_ ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
COUNTY OF \_\_\_\_\_ ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

36

The undersigned unit owner(s) of unit \_\_\_\_\_, Tualatin Village Condominium and their mortgages hereby approve and consent to the foregoing Amended and Restated Declaration.

*The Peter C. & Bonnie S. Kremer  
1979 Trust dtd 04-10-79*

\_\_\_\_\_  
\_\_\_\_\_  
Owner(s)

By *Peter C. Kremer*, ~~TRUSTEE~~  
Mortgagee

STATE OF OREGON            )  
  ) SS  
COUNTY OF                    )

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON            )  
COUNTY OF                    ) SS  
  )

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON            )  
  ) SS  
COUNTY OF                    )

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

37

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 8007

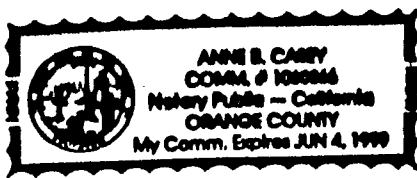
State of California

County of Orange

On August 28, 1996 before me, Anne B. Casey Notary Public  
DATE NAME, TITLE OF OFFICIAL (E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Peter C. Kramer  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Anne B. Casey  
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Amended and Restated Declaration for Habitat Village Condominium  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)  
The Peter C. + Bonnie L. Kramer  
1979 Trust dated 4-10-79

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

38

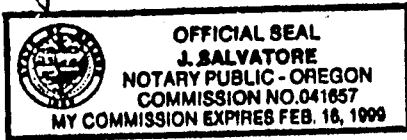
The undersigned unit owner(s) of <sup>99</sup> units in Tualatin Village Condominium and their mortgagee hereby approve and consent to the foregoing Amended and Restated Declaration.

Fort Randall Tualatin Village  
Partners, Ltd.

William Brock By William Brock, General Partner Mortgagee

STATE OF OREGON )  
COUNTY OF Washington ) SS

This instrument was acknowledged before me on August 22, 1996, by William Brock



J. Salvatore  
Notary Public for Oregon  
My commission expires: 2.16.99

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ of \_\_\_\_\_ as \_\_\_\_\_.

Notary Public for Oregon  
My commission expires:

39

The undersigned unit owner(s) of unit \* see below, Valatin  
Village Condominium hereby approve and consent to the foregoing  
Amended and Restated Declaration.

\*unit numbers = 8344, 8348, 8366, 8382, 8426, 8420, 8440, 8442, 8444, 8454, 8478, 8480,  
8482, 8484, 8486, 8488, 8490, 8492, 8496, 8498, 8500, 8502, 8504

STATE OF OREGON )  
COUNTY OF ) SS



Owner(s)

This instrument was acknowledged before me on  
August 13, 1996, by ~~\_\_\_\_\_~~ TERRY W. EMMERT

Holly Baumgardner Polis  
Notary Public for Oregon  
My commission expires: October 26, 1997

STATE OF OREGON )  
COUNTY OF ) SS

This instrument was acknowledged before me on  
\_\_\_\_\_, 1996, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

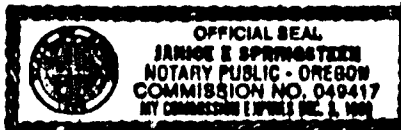
40

The undersigned unit owner(s) of unit \_\_\_\_\_, Tualatin Village Condominium and their mortgages hereby approve and consent to the foregoing Amended and Restated Declaration.

THE BANK OF NEWPORT

By [Signature]  
David A. Wetmore Mortgagee  
Assistant Vice President

STATE OF OREGON )  
 ) SS  
COUNTY OF Lincoln )



This instrument was acknowledged before me on September 6, 1996, by James E. Springsteen

Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
 ) SS  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_.

Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
 ) SS  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

Notary Public for Oregon  
My commission expires:

41



EXHIBIT A

A tract of land located on the southeast quarter of Section 23 and the southwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being further described as follows:

Beginning at an initial point which bears North  $89^{\circ} 26' 19''$  East, a distance of 216.00 feet and North  $00^{\circ} 04' 03''$  West, a distance of 274.00 feet from the southwest corner of Section 24, Township 2 South, Range 1 West, Willamette Meridian, the lands being committed to said condominium being described as follows: Beginning at said initial point; thence North  $00^{\circ} 04' 03''$  West a distance of 376.00 feet; thence North  $54^{\circ} 52' 37''$  West, a distance of 311.08 feet; thence North  $14^{\circ} 30' 00''$  East a distance of 109.06 feet to a point on the southerly line of SW Mohawk Street; thence tracing said southerly street line the following courses and distances; 257.51 feet along the arc of a 493.00 foot radius curve to the right through a central angle of  $29^{\circ} 55' 35''$  (the chord of which bears South  $59^{\circ} 57' 49''$  East; a distance of 254.59 feet) to a point of tangency; thence South  $45^{\circ} 00' 00''$  East a distance of 331.65 feet to a point of curvature; thence 228.92 feet along the arc of a 527.00 foot radius curve to the left through a central angle of  $24^{\circ} 53' 19''$  (the chord of which bears South  $57^{\circ} 26' 40''$  East, a distance of 227.13 feet); thence leaving the southerly line of SW Mohawk Street and running South  $00^{\circ} 04' 03''$  East, a distance of 172.29 feet; thence South  $89^{\circ} 26' 19''$  West a distance of 419.00 feet to the point of beginning.

FOR READABLE  
COPY REFER TO  
DOCUMENT 82-3659

42

EXHIBIT A

A part of Lot 4, BOGIES FERRY PLAZA, a plat of record situated in the S.E. 1/4 of Section 23 and the S.W. 1/4 of Section 24, T 2S, R 1W, W.M., City of Tualatin, Washington County, Oregon, being more particularly described as follows;

Beginning at the southwest corner of said Lot 4, which point bears North  $0^{\circ} 04' 03''$  West a distance of 40.00 feet from the southwest corner of Section 24, Township 2 South, Range 1 West, W.M.; thence running N  $0^{\circ} 04' 03''$  W along the westerly line of said Lot 4 a distance of 689.60 feet to an angle corner therein; thence S  $29^{\circ} 10' 38''$  W along said westerly line a distance of 297.72 ft. to a point on the easterly line of S.W. Coones Ferry Road; thence N  $30^{\circ} 57' 45''$  E along said easterly road line a distance of 257.63 ft. to a point of curvature; thence 36.15 ft. along the arc of a 30.00 ft. radius curve to the right through a central angle of  $69^{\circ} 02' 15''$  (the chord of which bears N  $65^{\circ} 28' 52''$  E, 34.00 ft.) to a point of tangency; said point being on the southerly line of S.W. Mohawk St.; thence S  $80^{\circ} 00' 00''$  E along said southerly street line a distance of 21.81 ft. to a point of curvature; thence 43.65 ft. along the arc of a 493.00 ft. radius curve to the right through a central angle of  $5^{\circ} 04' 22''$  (the chord of which bears S  $77^{\circ} 27' 49''$  E, 43.64 ft.); thence leaving said southerly street line and running S  $14^{\circ} 30' 00''$  W a distance of 109.06 ft.; thence S  $36^{\circ} 52' 37''$  E a distance of 311.08 ft.; thence S  $0^{\circ} 04' 03''$  E a distance of 376.00 ft.; thence N  $89^{\circ} 26' 19''$  E a distance of 19.00 ft.; thence S  $0^{\circ} 04' 03''$  E a distance of 234.00 ft. to a point on the north line of S.W. Sagert St.; thence S  $29^{\circ} 26' 19''$  W along said north street line a distance of 235.00 ft. to the point of beginning.

FOL READABLE

COPY REFER

TO DOCUMENT 82-15612

EXHIBIT A  
2 of 3

43

EXHIBIT A

A part of Lot 4, BOONES FERRY PLAZA, a plat of record situated in the Southwest Quarter of Section 24, Township 2 South, Range 1 West, W.M., City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at a point, which bears North  $0^{\circ}04'03''$  West, a distance of 40.00 feet and North  $89^{\circ}26'19''$  East, a distance of 235.00 feet from the Southwest corner of Section 24, Township 2 South, Range 1 West, W.M., said initial point being on the South line of Lot 4 "BOONES FERRY PLAZA," a plat of record; beginning at the initial point; thence running North  $0^{\circ}04'03''$  West, a distance of 234.00 feet; thence North  $89^{\circ}26'19''$  East, a distance of 400.00 feet; thence North  $0^{\circ}04'03''$  West, a distance of 172.29 feet to a point on the Southerly line of SW Mohawk Street; thence tracing said Southerly street line the following courses and distances; 136.68 feet along the arc of a 327.00 foot radius curve to the left through a central angle of  $14^{\circ}51'35''$  (the chord of which bears South  $77^{\circ}19'07''$  East, a distance of 136.29 feet); thence South  $40^{\circ}37'30''$  East a distance of 11.40 feet; thence 85.00 feet along the arc of a 535.00 foot radius curve to the left through a central angle of  $9^{\circ}06'11''$  (the chord of which bears North  $09^{\circ}49'25''$  East 84.91 feet) to a point of tangency; thence North  $85^{\circ}16'19''$  East a distance of 19.59 feet to a point of curvature; thence 43.94 feet along the arc of a 30.00 foot radius curve to the right through a central angle of  $83^{\circ}55'25''$  (the chord of which bears South  $52^{\circ}45'58''$  East, 40.12 feet) to a point of reverse curvature, said point being on the Westerly line of SW Martinazzi Avenue; thence tracing said Westerly street line along the following course and distances; 110.20 feet along the arc of a 489.58 foot radius curve to the left through a central angle of  $12^{\circ}53'49''$  (the chord of which bears South  $17^{\circ}15'10''$  East, 109.97 feet) to a point of reverse curvature; thence 156.70 feet along the arc of a 388.00 foot radius curve to the right through a central angle of  $23^{\circ}08'24''$  (the chord of which bears South  $12^{\circ}07'53''$  East, 155.64 feet) to a point of tangency; thence South  $0^{\circ}33'41''$  East, a distance of 54.76 feet to a point of curvature; thence 47.12 feet along the arc of a 30.00 foot radius curve to the right through a central angle of  $90^{\circ}00'00''$  (the chord of which bears South  $44^{\circ}26'19''$  West, 42.43 feet) to a point of tangency; thence South  $89^{\circ}26'19''$  West along the North line of SW Sagert Street, a distance of 712.45 to the point of beginning.

FOR READABLE  
COPY REFER TO  
DOCUMENT 82-15612

EXHIBIT B

<u>UNIT NO.</u>	<u>APPROXIMATE SQUARE FEET</u>
8502	1112
8504	1112
8498	904
8500	904
8494	904
8495	904
8490	1112
8492	1112
8426	1112
8498	1112
8482	904
8484	904
8478	1112
8480	1112
8456	1108
8454	844
8444	1105
8442	1193
8470	1193
8430	844
8426	1193
8428	1193
8424	1108
8380	1193
8352	844
8364	1193
8362	1193
8366	844
8344	844
8346	1193
8348	1108
	<u>32,516</u>

EXHIBIT B

45

EXHIBIT B

<u>Unit No.</u>	<u>Approximate Square Feet</u>
8396	844
8398	1,193
8400	844
8402	1,193
8404	1,108
8406	1,108
8408	844
8410	844
8412	1,108
8414	844
8416	844
8418	844
8420	844
8422	1,108
8432	1,108
8434	844
8436	844
8438	1,108
8446	1,108
8448	844
8450	844
8452	1,108
8458	1,112
8460	1,112
8462	904
8464	904
8466	904
8468	904
8470	904
8472	904
8474	1,112
8476	1,112
8506	1,112
8508	1,112
8510	904
8512	904
8514	904
8516	904
8518	904
8520	904
8522	904
8524	904
	<hr/>
	40,706

46

EXHIBIT D

<u>Unit No.</u>	<u>Approximate Square Feet</u>
8262	1,112
8264	1,112
8266	904
8268	904
8270	904
8272	904
8274	1,112
8276	1,112
8278	1,112
8280	1,112
8282	904
8284	904
8286	904
8288	904
8290	1,112
8292	1,112
8294	904
8296	904
8298	904
8300	904
8302	1,112
8304	1,112
8306	904
8308	904
8310	904
8312	904
8314	1,112
8316	1,112
8318	1,112
8320	1,112
8322	904
8324	904
8326	904
8328	904
8330	904
8332	904
8334	1,108
8336	844
8338	1,193
8340	1,193

47

<u>Unit No.</u>	<u>Approximate Square Feet</u>
8342	1,108
8350	844
8352	1,193
8354	844
8356	1,193
8358	1,193
8360	1,108
8368	1,108
8370	1,193
8372	1,193
8374	844
8376	1,193
8378	1,108
8384	1,108
8386	1,193
8388	844
8390	1,193
8392	1,193
8394	1,108
	<hr/>
	60,555

48

EXHIBIT B

P-1	8282
P-2	8326
P-3	8322
P-4	8274
P-5	8276
P-6	8332
P-7	8286
P-8	8294
P-9	8298
P-10	8310
P-11	open
P-12	open
P-13	8348
P-14	8346
P-15	8344
P-16	8344
P-17	8330
P-18	8362
P-19	8362
P-20	8364
P-21	8366
P-22	8286
P-23	8288
P-24	8292
P-25	8428
P-26	8426
P-27	8424
P-28	8380
P-29	8382
P-30	8430
P-31	open
P-32	open
P-33	8444
P-34	8442
P-35	8440
P-36	8270
P-37	8266
P-38	8454
P-39	8456
P-40	open
P-41	8462
P-42	8466
P-43	8470
P-44	8480
P-45	8478
P-46	8488
P-47	8486
P-48	8494
P-49	8492
P-50	8490
P-51	8500

49



P-52	8496
P-53	8502
P-54	open
P-55	8504
P-56	8506
P-57	8508
P-58	8510
P-59	8512
P-60	8514
P-61	8516
P-62	8518
P-63	8520
P-64	8522
P-65	open
P-66	8524
P-67	8498
P-68	8476
P-69	8474
P-70	8472
P-71	8464
P-72	8470
P-73	8468
P-74	8468
P-75	8464
P-76	8462
P-77	8482
P-78	8484
P-79	open
P-80	8460
P-81	8458
P-82	8268
P-83	8300
P-84	open
P-85	open
P-86	8288
P-87	8448
P-88	8448
P-89	8450
P-90	8272
P-91	8452
P-92	8284
P-93	8438
P-94	8436
P-95	8434
P-96	8432
P-97	8432
P-98	open
P-99	open
P-100	open
P-101	8416
P-102	8418

50

Tualitan Village Parking

P-103	8420
P-104	8422
P-105	8422
P-106	8332
P-107	8408
P-108	8408
P-109	8410
P-110	8412
P-111	8468
P-112	8404
P-113	8402
P-114	8400
P-115	8398
P-116	8398
P-117	8414
P-118	open
P-119	open
P-120	8472
P-121	8312
P-122	8328
P-123	8308
P-124	8324
P-125	8384
P-126	8388
P-127	8388
P-128	8390
P-129	8392
P-130	8394
P-131	8378
P-132	8376
P-133	8374
P-134	8372
P-135	8370
P-136	8368
P-137	8378
P-138	open
P-139	open
P-140	open
P-141	open
P-142	open
P-143	8350
P-144	8352
P-145	8354
P-146	8356
P-147	8358
P-148	8360
P-149	8342
P-150	8298
P-151	8340
P-152	8338
P-153	8336

51

P-154	8306
P-155	8334
P-156	8304
P-157	8308
P-158	8308
P-159	8310
P-160	8312
P-161	8314
P-162	8318
P-163	8282
P-164	8284
P-165	8288
P-166	8288
P-167	8270
P-168	8272
P-169	8274
P-170	8276
P-171	8282
P-172	8284
P-173	8278
P-174	8280
P-175	8296
P-176	8290
P-177	8298
P-178	8302
P-179	8300
P-180	8294
P-181	8330
P-182	8328
P-183	8326
P-184	8324
P-185	8322
P-186	8320
P-187	8318

G-1	8320
G-2	8318
G-3	8316
G-4	8290
G-5	8278
G-6	8280
G-7	8292
G-8	8262
G-9	8264
G-10	8314
G-11	8302
G-12	8480
G-13	8458
G-14	8474
G-15	8510
G-16	8512
G-17	8506
G-18	8508
G-19	8514
G-20	8516
G-21	8518
G-22	8520
G-23	8524
G-24	8476
G-25	8304

53

EXHIBIT D

<u>Unit</u>	<u>Percentage Interest at Final Stage of Development</u>
8262	.84
8264	.84
8266	.67
8268	.67
8270	.67
8272	.67
8274	.84
8276	.84
8278	.84
8280	.84
8282	.67
8284	.67
8286	.67
8288	.67
8290	.84
8292	.04
8294	.67
8296	.67
8298	.67
8300	.67
8302	.84
8304	.84
8306	.67
8308	.67
8310	.67
8312	.67
8314	.84
8316	.84
8318	.84
8320	.84
8322	.67
8324	.67
8326	.67
8328	.67
8330	.67
8332	.67
8334	.82
8336	.63
8338	.90
8340	.90

54

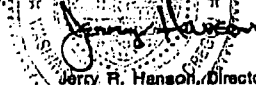
<u>Unit</u>	<u>Percentage Interest at Final Stage of Development</u>	<u>Unit</u>	<u>Percentage Interest at Final State of Development</u>
8342	.82	8464	.67
8350	.63	8466	.67
8352	.90	8460	.67
8354	.63	8470	.67
8356	.90	8472	.67
8358	.90	8474	.84
8360	.82	8476	.84
8366	.82	8506	.84
8370	.90	8508	.84
8372	.90	8510	.67
8374	.63	8512	.67
8376	.90	8514	.67
8378	.82	8516	.67
8384	.82	0518	.67
0366	.90	8520	.67
8388	.63	8522	.67
3390	.90	8524	.67
8392	.90	8502	.84
8394	.82	0504	.84
8396	.63	8498	.67
8398	.90	8496	.67
8400	.63	0500	.67
8402	.90	8494	.67
8404	.82	8490	.84
8406	.82	8492	.84
8408	.63	8486	.84
8410	.63	8488	.84
8412	.82	5482	.67
8414	.63	8484	.67
8416	.63	8478	.84
8418	.63	8480	.84
8420	.63	8456	.82
8422	.82	8454	.63
8432	.82	8444	.82
8434	.63	8442	.90
8436	.63	8440	.90
8438	.82	8430	.63
8446	.82	8426	.90
8448	.63	8428	.90
8450	.63	8424	.82
8452	.82	8300	.90
8458	.84	8382	.63
8460	.84	8364	.90
8462	.67	8362	.90
		8366	.63
		8344	.63
		8346	.90
		8348	.82
			<u>100.00</u>

(2) EXHIBIT D

55

STATE OF OREGON }  
County of Washington } 89

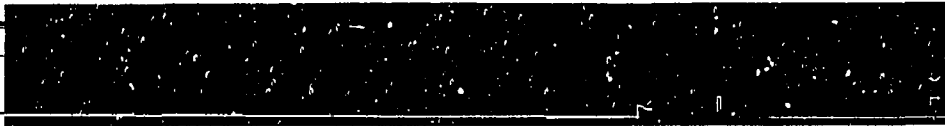
I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 97052584  
Rect: 187847 38.00  
06/09/1997 01:38:48pm

1-6



RECORDING REQUESTED BY: ASSOCIATION OF UNIT OWNERS OF  
TUALATIN VILLAGE CONDOMINIUM

WHEN RECORDED MAIL TO: M. L. Grimes  
C&R Real Estate Services  
1440 SW Taylor  
Portland Or 97205

### REQUEST FOR NOTIFICATION

The Board of Directors of ASSOCIATION OF UNIT OWNERS OF TUALATIN VILLAGE CONDOMINIUM hereby places on record that the AGENT OF RECORD for the Homeowner Association shall be notified prior to the title transfer of condominium/PUD units in the property described as:

Refer to attachment *Exhibit A*.

Prior to transfer of title, it will be necessary for the AGENT OF RECORD to provide vital information concerning unit ownership in this Association including the obligation of each homeowner to pay a monthly fee and the current status of each homeowner's fulfillment of that obligation. The AGENT OF RECORD will issue instructions to escrow on behalf of the Homeowner Association for the collection of any maintenance fees or special assessments that must be paid prior to transfer of title.

The Escrow Company is hereby requested to provide detailed information to the AGENT OF RECORD pertaining to the closing date of all sales and resales, including the name and address of Seller(s) and the name, address and telephone number of Buyer(s) within ten (10) days of close of escrow.

All checks for payment of assessments are to be made payable to:  
ASSOCIATION OF UNIT OWNERS OF TUALATIN VILLAGE CONDOMINIUM  
and mailed to the AGENT OF RECORD within ten (10) days of close of escrow.

AGENT OF RECORD:

C&R REAL ESTATE SERVICES  
Managing Agent  
1440 SW Taylor  
Portland OR 97205  
Telephone: 224-9554

By Holly Pol's  
its President

tvcaor

2

Page 1



EXHIBIT A

A tract of land located on the southeast quarter of Section 23 and the southwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being further described as follows:

Beginning at an initial point which bears North  $89^{\circ} 26' 19''$  East, a distance of 216.80 feet and North  $00^{\circ} 04' 03''$  West, a distance of 274.00 feet from the southwest corner of Section 24, Township 2 South, Range 1 West, Willamette Meridian, the lands being committed to said condominium being described as follows: Beginning at said initial point; thence North  $00^{\circ} 04' 03''$  West a distance of 376.00 feet; thence North  $54^{\circ} 52' 37''$  West, a distance of 311.02 feet; thence North  $14^{\circ} 30' 00''$  East a distance of 109.06 feet to a point on the southerly line of SW Mohawk Street; thence tracing said southerly street line the following courses and distances; 257.51 feet along the arc of a 493.00 foot radius curve to the right through a central angle of  $29^{\circ} 55' 35''$  (the chord of which bears South  $59^{\circ} 57' 49''$  East; a distance of 254.59 feet) to a point of tangency; thence South  $45^{\circ} 00' 00''$  East a distance of 331.65 feet to a point of curvature; thence 228.92 feet along the arc of a 527.00 foot radius curve to the left through a central angle of  $24^{\circ} 51' 19''$  (the chord of which bears South  $57^{\circ} 26' 40''$  East, a distance of 227.13 feet); thence leaving the southerly line of SW Mohawk Street and running South  $00^{\circ} 04' 03''$  East, a distance of 172.29 feet; thence South  $89^{\circ} 26' 19''$  West a distance of 419.00 feet to the point of beginning.

FOR READABLE  
COPY REFER TO  
DOCUMENT 82-3659

EXHIBIT A  
1 OF 3

42  
3

EXHIBIT A

A part of Lot 4, BOONES FERRY PLAZA, a plat of record situated in the S.E. 1/4 of Section 23 and the S.W. 1/4 of Section 24, T 25, R 1W, W.M., City of Ruslatin, Washington County, Oregon, being more particularly described as follows;

Beginning at the southwest corner of said Lot 4, which point bears North  $0^{\circ} 04' 03''$  West a distance of 40.00 feet from the southwest corner of Section 24, Township 2 South, Range 1 West, W.M.; thence running  $N 0^{\circ} 04' 03''$  W along the westerly line of said Lot 4 a distance of 689.60 feet to an angle corner therein; thence  $S 89^{\circ} 10' 38''$  W along said westerly line a distance of 297.72 ft. to a point on the easterly line of S.W. Boones Ferry Road; thence  $N 30^{\circ} 57' 45''$  E along said easterly road line a distance of 257.63 ft. to a point of curvature; thence 36.15 ft. along the arc of a 30.00 ft. radius curve to the right through a central angle of  $69^{\circ} 02' 15''$  (the chord of which bears  $N 65^{\circ} 28' 52''$  E, 34.00 ft.) to a point of tangency; said point being on the southerly line of S.W. Mohawk St.; thence  $S 80^{\circ} 00' 00''$  E along said southerly street line a distance of 21.81 ft. to a point of curvature; thence 43.45 ft. along the arc of a 493.00 ft. radius curve to the right through a central angle of  $5^{\circ} 04' 22''$  (the chord of which bears  $S 77^{\circ} 27' 47''$  E, 43.64 ft.); thence leaving said southerly street line and running  $S 14^{\circ} 30' 00''$  E a distance of 109.05 ft.; thence  $S 54^{\circ} 52' 37''$  E a distance of 311.08 ft.; thence  $S 0^{\circ} 04' 03''$  S a distance of 376.00 ft.; thence  $N 89^{\circ} 26' 19''$  E a distance of 19.00 ft.; thence  $S 0^{\circ} 04' 03''$  E a distance of 234.00 ft. to a point on the north line of S.W. Sargent St.; thence  $S 89^{\circ} 26' 19''$  W along said north street line a distance of 235.00 ft. to the point of beginning.

FOL READABLE  
COPY REEEL  
TO DOCUMENT 82-15612

EXHIBIT A  
2 of 3

4 45

EXHIBIT A

A part of Lot 4, BIXNES FERRY PLAZA, a plat of record situated in the Southwest Quarter of Section 24, Township 2 South, Range 1 West, W.M., City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at a point, which bears North 0°04'03" West, a distance of 40.00 feet and North 89°26'19" East, a distance of 235.00 feet from the Southwest corner of Section 24, Township 2 South, Range 1 West, W.M., said initial point being on the South line of Lot 4 "BOONES FERRY PLAZA," a plat of record; beginning at the initial point; thence running North 0°04'03" West, a distance of 234.00 feet; thence North 89°26'19" East, a distance of 400.00 feet; thence North 0°04'03" West, a distance of 172.29 feet to a point on the Southerly line of SW Mohawk Street; thence tracing said Southerly street line the following courses and distances; 136.68 feet along the arc of a 327.00 foot radius curve to the left through a central angle of 14°31'35" (the chord of which bears South 77°19'07" East, a distance of 136.29 feet); thence South 40°37'30" East a distance of 11.40 feet; thence 85.00 feet along the arc of a 535.00 foot radius curve to the left through a central angle of 9°06'11" (the chord of which bears North 09°49'25" East 84.91 feet) to a point of tangency; thence North 85°16'19" East a distance of 19.59 feet to a point of curvature; thence 43.94 feet along the arc of a 30.00 foot radius curve to the right through a central angle of 83°55'25" (the chord of which bears South 52°45'58" East, 40.12 feet) to a point of reverse curvature, said point being on the Westerly line of SW Martinazzi Avenue; thence tracing said Westerly street line along the following course and distances; 110.20 feet along the arc of a 489.58 foot radius curve to the left through a central angle of 12° 53'49" (the chord of which bears South 17°15'10" East, 109.97 feet) to a point of reverse curvature; thence 156.70 feet along the arc of a 388.00 foot radius curve to the right through a central angle of 21°00'24" (the chord of which bears South 12° 07'51" East, 155.64 feet) to a point of tangency; thence South 0°33'41" East, a distance of 54.76 feet to a point of curvature; thence 47.12 feet along the arc of a 10.00 foot radius curve to the right through a central angle of 90°00'00" (the chord of which bears South 44°26'19" West, 42.43 feet) to a point of tangency; thence South 89°26'19" West along the North line of SW Sagart Street, a distance of 712.45 to the point of beginning.

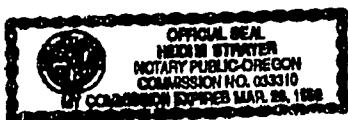
FOR READABLE  
COPY REFER TO  
DOCUMENT 82-15612

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STATE OF OREGON )  
COUNTY OF WASHINGTON) Deschutes SS

On May 27, 1997 before me personally appeared

Holly, to me known to be the  
President of Association of Unit Owners of  
Ivalatin Village Condominium that executed the within instrument on  
behalf of the Association therein named, and acknowledged to me that such Association  
executed the within instrument pursuant to its Bylaws or a resolution of its Board of  
Directors.



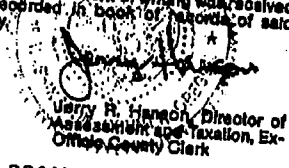
Heidi M Strayer  
Notary Public in and for said  
County and State

My Commission Expires: 3-28-98



STATE OF OREGON  
County of Washington } 88

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Doc : 98007423  
Rect: 201944  
01/28/1998 01:44:21pm 33.00

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W

RECORDING REQUESTED BY:

TUALATIN VILLAGE CONDOMINIUM ASSOCIATION

REQUEST FOR NOTIFICATION

The Board of Directors of Tualatin Village Condominium Association hereby places on record that the AGENT OF RECORD for the Homeowner's Association shall be notified prior to the title transfer of condominium/PUD units in the property described as: PLEASE SEE ATTACHED

Prior to transfer of title, it will be necessary for the AGENT OF RECORD to provide vital information concerning unit ownership in this Association including the obligation of each homeowner to pay a monthly fee and the current status of each homeowners fulfillment of that obligation. The AGENT OF RECORD will issue instructions to escrow on behalf of the Homeowners Association for the collection of any maintenance fees or special assessments that must be paid prior to transfer of title.

The Escrow Company is hereby requested to provide detailed information to the AGENT OF RECORD pertaining to the closing date of all sales and resales, including the name and address of Seller(s) and the name, address and telephone number of Buyer(s) within ten (10) days of close of escrow.

All checks for payment of assessments are to be made payable to: Tualatin Village Condominium Association and mailed to the AGENT OF RECORD within ten (10) days of close of escrow.

AGENT OF RECORD:

COMMUNITY MANAGEMENT, INC.  
2105 SE 9th Avenue  
Portland, Oregon 97214

Telephone: (503) 233-0300

By: Denise Bower  
Title: Community manager

STATE OF OREGON )  
 ) SS  
COUNTY OF Washington )

On January 8, 1998 before me personally appeared Denise Bower, to me known to be the Community Manager of Tualatin Village Condominium that executed the within instrument on behalf of the Association therein named, and acknowledged to me that such Association executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.



Hallie Parsons Multnomah  
Notary Public in and for said County and State

My Commission Expires: 11/21/00

WHEN RECORDED MAIL TO:

COMMUNITY MANAGEMENT, INC.  
2105 SE 9th Avenue  
Portland, Oregon 97214

EXHIBIT A

A tract of land located on the southeast quarter of Section 23 and the southwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being further described as follows:

Beginning at an initial point which bears North 89° 26'19" East, a distance of 216.00 feet and North 00° 04'03" West, a distance of 374.00 feet from the southwest corner of Section 24, Township 2 South, Range 1 West, Willamette Meridian, the lands being committed to said condominium being described as follows: Beginning at said initial point; thence North 00°04'03" West a distance of 376.00 feet; thence North 54°52'37" West, a distance of 311.08 feet; thence North 14°10'00" East a distance of 109.06 feet to a point on the southerly line of SW Mohawk Street; thence tracing said southerly street line the following courses and distances; 257.51 feet along the arc of a 493.00 foot radius curve to the right through a central angle of 29°55'38" (the chord of which bears South 59°57'49" East; a distance of 754.59 feet) to a point of tangency; thence South 45° 00'00" East a distance of 331.65 feet to a point of curvature; thence 228.92 feet along the arc of a 527.00 foot radius curve to the left through a central angle of 24°53'19" (the chord of which bears South 57°26'40" East, a distance of 227.13 feet); thence leaving the southerly line of SW Mohawk Street and running South 00° 04'03" East, a distance of 172.29 feet; thence South 89° 26'19" West a distance of 419.00 feet to the point of beginning.

FOR READABLE  
COPY REFER TO  
DOCUMENT 82-3659

EXHIBIT A

A part of Lot 4, BOONES FERRY PLAZA, a plat of record situated in the S.E. 1/4 of Section 23 and the S.W. 1/4 of Section 24, T 2S, R 1W, W.M., City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the southwest corner of said Lot 4, which point bears North  $0^{\circ} 04' 03''$  West a distance of 40.00 feet from the southwest corner of Section 24, Township 2 South, Range 1 West, W.M.; thence running  $S 0^{\circ} 04' 03''$  W along the westerly line of said Lot 4 a distance of 689.60 feet to an angle corner therein; thence  $S 35^{\circ} 10' 38''$  W along said westerly line a distance of 297.72 ft. to a point on the easterly line of S.W. Coones Ferry Road; thence  $N 30^{\circ} 57' 45''$  E along said easterly road line a distance of 257.63 ft. to a point of curvature; thence 36.15 ft. along the arc of a 30.00 ft. radius curve to the right through a central angle of  $65^{\circ} 02' 15''$  (the chord of which bears  $N 65^{\circ} 28' 52''$  E, 34.00 ft.) to a point of tangency; said point being on the southerly line of S.W. Mohawk St.; thence  $S 30^{\circ} 00' 00''$  E along said southerly street line a distance of 81.81 ft. to a point of curvature; thence 47.45 ft. along the arc of a 193.00 ft. radius curve to the right through a central angle of  $5^{\circ} 04' 22''$  (the chord of which bears  $S 77^{\circ} 27' 49''$  E, 43.66 ft.); thence leaving said southerly street line and running  $S 14^{\circ} 30' 00''$  W a distance of 109.06 ft.; thence  $S 54^{\circ} 52' 37''$  E a distance of 311.08 ft.; thence  $S 0^{\circ} 04' 03''$  E a distance of 376.00 ft.; thence  $N 89^{\circ} 26' 19''$  E a distance of 19.00 ft.; thence  $S 0^{\circ} 04' 03''$  E a distance of 234.00 ft. to a point on the north line of S.W. Sagert St.; thence  $S 35^{\circ} 26' 19''$  W along said north street line a distance of 235.00 ft. to the point of beginning.

FOR READABLE  
COPY REFER  
TO DOCUMENT 82-15612

EXHIBIT A  
2 of 3

4



EXHIBIT A

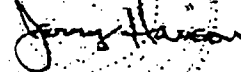
A part of Lot 4, BOONES FERRY PLAZA, a plat of record situated in the Southwest Quarter of Section 24, Township 2 South, Range 1 West, W.M., City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at a point, which bears North  $0^{\circ}04'01''$  West, a distance of 40.09 feet and North  $89^{\circ}26'19''$  East, a distance of 235.00 feet from the Southwest corner of Section 24, Township 2 South, Range 1 West, W.M., said initial point being on the South line of Lot 4 "BOONES FERRY PLAZA," a plat of record; beginning at the initial point; thence running North  $0^{\circ}04'01''$  West, a distance of 234.00 feet; thence North  $89^{\circ}26'19''$  East, a distance of 400.00 feet; thence North  $0^{\circ}04'01''$  West, a distance of 172.29 feet to a point on the Southerly line of SW Mohawk Street; thence tracing said Southerly street line the following courses and distances; 136.68 feet along the arc of a 327.00 foot radius curve to the left through a central angle of  $14^{\circ}51'15''$  (the chord of which bears South  $77^{\circ}19'07''$  East, a distance of 136.29 feet); thence South  $40^{\circ}37'30''$  East a distance of 11.40 feet; thence 85.00 feet along the arc of a 535.00 foot radius curve to the left through a central angle of  $9^{\circ}08'11''$  (the chord of which bears North  $89^{\circ}49'25''$  East 84.91 feet) to a point of tangency; thence North  $85^{\circ}16'19''$  East a distance of 19.59 feet to a point of curvature; thence 43.94 feet along the arc of a 30.00 foot radius curve to the right through a central angle of  $83^{\circ}53'25''$  (the chord of which bears South  $52^{\circ}45'58''$  East, 40.12 feet) to a point of reverse curvature, said point being on the Westerly line of SW Martinazzi Avenue; thence tracing said Westerly street line along the following course and distances; 110.20 feet along the arc of a 489.58 foot radius curve to the left through a central angle of  $12^{\circ}53'49''$  (the chord of which bears South  $17^{\circ}15'10''$  East, 109.97 feet) to a point of reverse curvature; thence 156.70 feet along the arc of a 388.00 foot radius curve to the right through a central angle of  $21^{\circ}06'24''$  (the chord of which bears South  $12^{\circ}07'53''$  East, 155.64 feet) to a point of tangency; thence South  $0^{\circ}33'41''$  East, a distance of 54.76 feet to a point of curvature; thence 47.12 feet along the arc of a 30.00 foot radius curve to the right through a central angle of  $90^{\circ}00'00''$  (the chord of which bears South  $44^{\circ}26'19''$  West, 42.43 feet) to a point of tangency; thence South  $89^{\circ}26'19''$  West along the North line of SW Sagert Street, a distance of 712.45 to the point of beginning.

FOR READABLE  
COPY REFER TO  
DOCUMENT 82-15612

STATE OF OREGON }  
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 97069337.1  
Rect: 191141 32.00  
07/29/1997 11:28:32am

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JUL 29 1997

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**AMENDMENT TO  
AMENDED AND RESTATED DECLARATION  
FOR TUALATIN VILLAGE CONDOMINIUM**

Whereas, the Amended and Restated Declaration for Tualatin Village Condominium was recorded September 24, 1996, in the official records of Washington County, Oregon, under document No. 96085440, and

Whereas, Ft. Randall-Tualatin Village Partners, Ltd., an Alaska limited partnership ("Owner"), is the Owner of unit 8286 and unit 8280 in Tualatin Village Condominium, and

Whereas, Owner desires to transfer the right to use parking space P174 from unit 8280 to unit 8286 and to transfer the right to use parking space P7 from unit 8286 to unit 8280 pursuant to the procedures set forth in Oregon Revised Statutes 100.515 (5).

Now, Therefore, Owner hereby agrees that the right to use parking space P174 shall be transferred from unit 8280 to unit 8286 and the right to use parking space P7 shall be transferred from unit 8286 to unit 8280.

**FT. RANDALL-TUALATIN VILLAGE  
PARTNERS, an Alaska limited partnership**

By *W. H. Breck*  
William H. Breck, General Partner

This instrument filed for record by Fidelity National Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

804207

<sup>K.B.</sup>  
STATE OF ~~OREGON~~ Florida )  
<sup>K.B.</sup>  
COUNTY OF ~~WASHINGTON~~ Seminole ) SS.

This instrument was acknowledged before me on June 3, 1997, by William H. Breck as General Partner of Ft. Randall-Tualatin Village Partners.



KATHLEEN BIDDLE  
COMMISSION # CC 447326  
EXPIRES MAR 22, 1999  
BONDED THRU  
ATLANTIC BONDING CO., INC.

*Kathleen Biddle*  
Notary Public, State of ~~Oregon~~ Florida  
My commission expires 3/22/99

After Recording mail to:  
The Pennbrook Company  
869 NW Wall Street, Suite 204  
Bend, Oregon 97701  
attn: Holly Polis

JUL 29 1997

The undersigned hereby certify that the foregoing Amendment was adopted in accordance with the Amended and Restated Declaration for Tualatin Village Condominium and the provisions of Chapter 100 of Oregon Revised Statutes.

ASSOCIATION OF UNIT OWNERS OF TUALATIN VILLAGE CONDOMINIUM

By Holly Polis  
Holly Polis, President

By Ken Rau  
Ken Rau, Secretary

STATE OF OREGON )  
 ) SS.  
COUNTY OF DESCHUTES )

This instrument was acknowledged before me on April 16, 1997, by Holly Polis as President of Association of Unit Owners of Tualatin Village Condominium.



Heidi M Strayer  
Notary Public, State of Oregon  
My commission expires 3-28-98

STATE OF OREGON )  
 ) SS.  
COUNTY OF ~~DESCHUTES~~ WASHINGTON )

This instrument was acknowledged before me on April 17th, 1997, by Ken Rau as Secretary of Association of Unit Owners of Tualatin Village Condominium.

Crystal E Paul  
Notary Public, State of Oregon  
My commission expires 4/9/00



JUL 29 1997

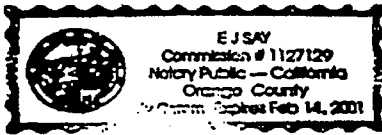
The undersigned mortgagee of units 8280 and 8286 hereby approves the foregoing Amendment.

**THE PETER C. & BONNIE S. KREMER  
1979 TRUST DATED 04-10-79**

By *Peter C. Kremer*  
Peter C. Kremer, Trustee

STATE OF CALIFORNIA           )  
  ) SS.  
COUNTY OF ORANGE         )

This instrument was acknowledged before me on May 8, 1997, by Peter C. Kremer as Trustee of The Peter C. & Bonnie S. Kremer 1979 Trust dated 04-10-79.



*[Signature]*  
Notary Public, State of California  
My commission expires 2/14/2001

The foregoing Amendment is approved pursuant to ORS 100.110.

**SCOTT W. TAYLOR**  
Real Estate Commissioner

Date July 11, 1997

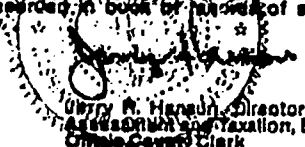
By *[Signature]*

Date July 28, 1997

*[Signature]*  
Washington County Assessor

STATE OF OREGON  
County of Washington } 83

I, Jerry R. Hansen, Director of Assessment and Taxation and Eschscholtz County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book or books of said county.



Doc : 97027469  
Rec: 183321 28.00  
03/28/1997 11:51:09am

1-4

FEB 28 1997

208

**AMENDMENT TO  
AMENDED AND RESTATED DECLARATION  
FOR TUALATIN VILLAGE CONDOMINIUM**

Whereas, the Amended and Restated Declaration for Tualatin Village Condominium was recorded September 24, 1996, in the official records of Washington County, Oregon, under document No. 96085440, and

Whereas, Ft. Randall-Tualatin Village Partners, Ltd., an Alaska limited partnership ("Owner"), is the Owner of unit 8318 and unit 8296 in Tualatin Village Condominium, and

Whereas, Owner desires to transfer the right to use the parking space within garage G2 from unit 8318 to unit 8296 and to transfer the right to use parking space P150 from unit 8296 to unit 8318 pursuant to the procedures set forth in Oregon Revised Statutes 100.515 (3),

Now, Therefore, Owner hereby agrees that the right to use the parking space within garage G2 shall be transferred from unit 8318 to unit 8296 and the right to use parking space P150 shall be transferred from unit 8296 to unit 8318.

654367-504

FIDELITY NATIONAL TITLE CO.

**FT. RANDALL-TUALATIN VILLAGE PARTNERS, an Alaska limited partnership**

By *William H. Breck*  
William H. Breck, General Partner

STATE OF OREGON )  
COUNTY OF WASHINGTON ) SS.

This instrument was acknowledged before me on February 20, 1997, by William H. Breck as General Partner of Ft. Randall-Tualatin Village Partners.

*Cathy J. Puckett*  
Notary Public, State of Oregon  
My commission expires 4/22/97



AFTER RECORDING RETURN TO:  
The Pennbrook Company  
869 NW Wall Street #204  
Bond, OR 97701

SEP 2 8 1977

The undersigned hereby certify that the foregoing Amendment was adopted in accordance with the Amended and Restated Declaration for Tualatin Village Condominium and the provisions of Chapter 100 of Oregon Revised Statutes.

**ASSOCIATION OF UNIT OWNERS OF TUALATIN VILLAGE CONDOMINIUM**

By Holly Polls  
Holly Polls, President

By Donald N. Bauhofer  
Donald N. Bauhofer, Secretary

STATE OF OREGON )  
 ) SS.  
COUNTY OF DESCHUTES )

This instrument was acknowledged before me on Feb. 20, 1997, by Holly Polls as President of Association of Unit Owners of Tualatin Village Condominium.



Heidi M. Strayer  
Notary Public, State of Oregon  
My commission expires 3-28-98

STATE OF OREGON )  
 ) SS.  
COUNTY OF DESCHUTES )

This instrument was acknowledged before me on Feb. 20, 1997, by Donald N. Bauhofer as Secretary of Association of Unit Owners of Tualatin Village Condominium.



Heidi M. Strayer  
Notary Public, State of Oregon  
My commission expires 3-28-98

3



MAR 23 1997

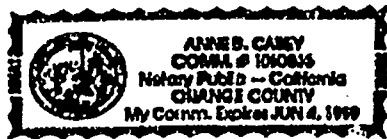
The undersigned mortgages of units 8322 and 8316 hereby approves the foregoing Amendment.

THE PETER C. & BONNIE S. KREMER  
1979 TRUST DATED 04-10-79

By Peter C. Kremer  
Peter C. Kremer, Trustee

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF ORANGE )

This instrument was acknowledged before me on February 20, 1997, by Peter C. Kremer as Trustee of The Peter C. & Bonnie S. Kremer 1979 Trust dated 04-10-79.



Anne B. Casey  
Notary Public, State of California  
My commission expires June 4, 1999

The foregoing Amendment is approved pursuant to ORS 100.110.

Date March 21, 1997  
Date MARCH 27, 1997

SCOTT W. TAYLOR  
Real Estate Commissioner

By Scott W. Taylor  
Scott W. Taylor  
Washington County Assessor

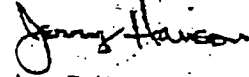
4

STATE OF OREGON

County of Washington

} SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 97069338.1

Rect: 191141

38.00

07/29/1997 11:28:32am

AMENDMENT TO  
AMENDED AND RESTATED DECLARATION  
FOR TUALATIN VILLAGE CONDOMINIUM

Whereas, the Amended and Restated Declaration for Tualatin Village Condominium was recorded September 24, 1996, in the official records of Washington County, Oregon, under document No. 96085440, and

Whereas, Ft. Randall-Tualatin Village Partners, Ltd., an Alaska limited partnership ("Owner"), is the Owner of unit 8278 and unit 8288 in Tualatin Village Condominium, and

Whereas, Owner desires to transfer the right to use parking space #173 from unit 8278 to unit 8288 and to transfer the right to use parking space P23 from unit 8288 to unit 8278 pursuant to the procedures set forth in Oregon Revised Statutes 100.515 (5),

Now, Therefore, Owner hereby agrees that the right to use parking space #173 shall be transferred from unit 8278 to unit 8288 and the right to use parking space P23 shall be transferred from unit 8288 to unit 8278.

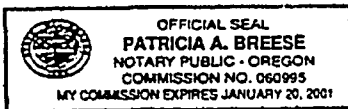
FT. RANDALL-TUALATIN VILLAGE  
PARTNERS, an Alaska limited partnership

By [Signature]  
William H. Breck, General Partner

STATE OF OREGON )  
 ) SS.  
COUNTY OF WASHINGTON )

This instrument was acknowledged before me on April 28, 1997, by William H. Breck as General Partner of Ft. Randall-Tualatin Village Partners.

[Signature]  
Notary Public, State of Oregon  
My commission expires 1/20/2001



This instrument filed for record by Fidelity National Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the Ulla.

804202

After Recording mail to:  
The Pennbrook Company  
869 NW Wall Street, Suite 204  
Bend, OR 97701  
attn: Holly Polis

2

APR 29 1997

The undersigned hereby certify that the foregoing Amendment was adopted in accordance with the Amended and Restated Declaration for Tualatin Village Condominium and the provisions of Chapter 100 of Oregon Revised Statutes.

ASSOCIATION OF UNIT OWNERS OF TUALATIN VILLAGE CONDOMINIUM

By Holly Polis President  
Holly Polis, President

By Ken Rau  
Ken Rau, Secretary

STATE OF OREGON )  
 ) SS.  
COUNTY OF DESCHUTES )

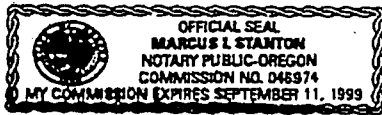
This instrument was acknowledged before me on \_\_\_\_\_, 1997, by Holly Polis as President of Association of Unit Owners of Tualatin Village Condominium.

\_\_\_\_\_  
Notary Public, State of Oregon  
My commission expires \_\_\_\_\_

STATE OF OREGON )  
 ) SS.  
COUNTY OF Washington )

This instrument was acknowledged before me on April 26, 1997, by Ken Rau as Secretary of Association of Unit Owners of Tualatin Village Condominium.

Marcus Stanton  
Notary Public, State of Oregon  
My commission expires Sept. 11, 1999



APR 29 1997

The undersigned hereby certify that the foregoing Amendment was adopted in accordance with the Amended and Restated Declaration for Tualatin Village Condominium and the provisions of Chapter 100 of Oregon Revised Statutes.

ASSOCIATION OF UNIT OWNERS OF TUALATIN VILLAGE CONDOMINIUM

By Holly Polis, President  
Holly Polis, President

By \_\_\_\_\_  
Ken Rau, Secretary

STATE OF OREGON )  
 ) SS.  
COUNTY OF DESCHUTES )

This instrument was acknowledged before me on April 24, 1997, by Holly Polis as President of Association of Unit Owners of Tualatin Village Condominium.



Heidi M Strayer  
Notary Public, State of Oregon  
My commission expires 3-28-98

STATE OF OREGON )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 1997, by Ken Rau as Secretary of Association of Unit Owners of Tualatin Village Condominium.

\_\_\_\_\_  
Notary Public, State of Oregon  
My commission expires \_\_\_\_\_



JUL 29 1997

AY-07-1997 10:15

THE PENNBROOK COMPANY

541 389 0256 P.03/03

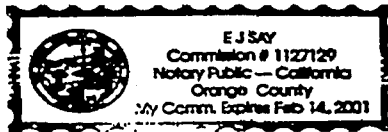
The undersigned mortgagee of units 8278 and 8288 hereby approves the foregoing Amendment.

THE PETER C. & BONNIE S. KREMER  
1979 TRUST DATED 04-10-79

By Peter C. Kremer  
Peter C. Kremer, Trustee

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF ORANGE )

This instrument was acknowledged before me on May 8, 1997, by Peter C. Kremer as Trustee of The Peter C. & Bonnie S. Kremer 1979 Trust dated 04-10-79.



[Signature]  
Notary Public, State of California  
My commission expires 2/14/2001

The foregoing Amendment is approved pursuant to ORS 100.110.

SCOTT W. TAYLOR  
Real Estate Commissioner

Date July 11, 1997

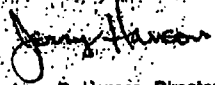
By [Signature]

Date July 28, 1997

[Signature]  
Washington County Assessor

STATE OF OREGON } 88  
County of Washington }

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

  
Jerry R. Hanson, Director of  
Assessment and Taxation, Ex-  
Officio County Clerk

Doc : 98043336  
Rect: 207628 43.00  
04/28/1998 10:22:09am

1-7

35  
8

**AMENDMENT TO  
AMENDED AND RESTATED DECLARATION  
FOR TUALATIN VILLAGE CONDOMINIUM**

Whereas, the Amended and Restated Declaration for Tualatin Village Condominium was recorded September 24, 1996, in the official records of Washington County, Oregon, under document No. 96085440, and

Whereas, Terry W. Emmert ("Emmert"), is the Owner of unit 8344 and unit 8488 in Tualatin Village Condominium, and

Whereas, Randy L. and Donna Irene Tennant ("Tennant"), is the Owner of unit 8288 in Tualatin Village Condominium and

Whereas, Tennant desires to transfer the right to use parking space P86 from unit 8288 to unit 8488 and Emmert desires to transfer the right to use parking space P16 from unit 8344 to unit 8288 pursuant to the procedures set forth in Oregon Revised Statutes 100.515 (5),

Now, Therefore, Tennant hereby agrees that the right to use parking space P86 shall be transferred from unit 8288 to unit 8488 and Emmert hereby agrees that the right to use parking space P16 shall be transferred from unit 8344 to 8288.

RETURN TO DEANA TENNANT  
8288 SW MOHAWK  
TUALATIN OREGON  
97062



RANDY L. TENNANT

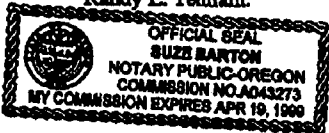
*Randy L. Tennant*  
Randy L. Tennant

DONNA IRENE TENNANT

*Donna Irene Tennant*  
Donna Irene Tennant

STATE OF OREGON )  
 ) SS.  
COUNTY OF WASHINGTON )  
 Multnomah

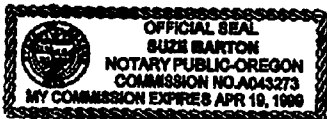
This instrument was acknowledged before me on October 3, 1997, by  
Randy L. Tennant.



*Suzi Barton*  
Notary Public, State of Oregon  
My commission expires 4.19.99

STATE OF OREGON )  
 ) SS.  
COUNTY OF WASHINGTON )  
 Multnomah

This instrument was acknowledged before me on October 3, 1997,  
Donna Irene Tennant



*Suzi Barton*  
Notary Public, State of Oregon  
My commission expires 4.19.99

TERRY W. EMMERT

*[Handwritten Signature]*  
Terry W. Emmert

STATE OF OREGON  
COUNTY OF WASHINGTON

This instrument was acknowledges before me on October 20, 1997  
by Terry W. Emmert.



*[Handwritten Signature]*  
Notary Republic, State of Oregon  
My commission expires 12-6-98

The undersigned hereby certify that the foregoing Amendment was adopted in accordance with the Amended and Restated Declaration for Tualatin Village Condominium and the provisions of Chapter 100 of Oregon Revised Statutes.

**ASSOCIATION OF UNIT OWNERS OF TUALATIN VILLAGE CONDOMINIUM**

By Robb Hayden

By Ker Rau  
Ker Rau, Secretary

STATE OF OREGON )  
                          ) SS.  
COUNTY OF WASHINGTON )  
~~CLATSOP~~ )

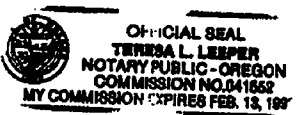
This instrument was acknowledged before me on November 19, 1997, by Robb Hayden, as Director, of Association of Unit Owners of Tualatin Village Condominium.



Teresa L. Leeper  
Notary Public, State of Oregon  
My commission expires 2/13/99

STATE OF OREGON )  
                          ) SS.  
COUNTY OF WASHINGTON )

This instrument was acknowledged before me on November 19, 1997, by Ken Rau as Secretary of Association of Unit Owners of Tualatin Village Condominium.



Teresa L. Leeper  
Notary Public, State of Oregon  
My commission expires 2/13/99

The undersigned mortgagee of units 8344 and 8488 hereby approves the foregoing Amendment.

THE BANK OF NEWPORT

By David A. Ait  
Title: AVP

STATE OF OREGON )  
COUNTY OF Lincoln ) SS.



This instrument was acknowledged before me on November 7, 1997, by David A. Wetmore as AVP, of the Bank of Newport.

Rebecca L. Hariden  
Notary Public, State of Oregon  
My commission expires 9-28-01

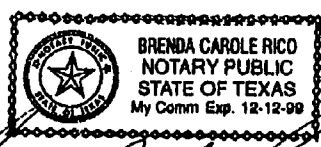
The undersigned Mortgagee of unit 8288 hereby approves the foregoing Amendment.

FT MORTGAGE COMPANIES

By: [Signature]

Title: ASSISTANT VICE PRESIDENT

STATE OF TEXAS )  
  ) SS.  
COUNTY OF DALLAS )



[Signature]  
Notary Public, State of ~~Texas~~ Texas  
My commission expires: 12-12-99

The foregoing Amendment is approved pursuant to ORS 100.110.

**SCOTT W. TAYLOR**  
Real Estate Commissioner

Date \_\_\_\_\_

By \_\_\_\_\_

Date APRIL 28 1998

[Signature]  
Washington County Assessor