

EXHIBIT E

BYLAWS

OF

COURTYARDS AT SPRINGVILLE CONDOMINIUM ASSOCIATION

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. PLAN OF CONDOMINIUM OWNERSHIP	1
1.1 Name and Location	1
1.2 Principal Office	1
1.3 Purposes	1
1.4 Applicability of Bylaws	1
1.5 Composition of Association	1
1.6 Incorporation	1
1.7 Definitions	1
ARTICLE 2. MEETINGS OF ASSOCIATION	2
2.1 Place of Meetings	2
2.2 Organizational and Turnover Meeting	2
2.3 Annual Meetings	2
2.4 Special Meetings	2
2.5 Notice of Meetings	2
2.6 Voting	3
2.7 Absentee Ballots and Proxies	3
2.8 Fiduciaries and Joint Owners	3
2.9 Tenants and Contract Vendors	3
2.10 Quorum of Unit Owners	3
2.11 Majority Vote	4
2.12 Order of Business	4
2.13 Ballot Meetings	4
ARTICLE 3. BOARD OF DIRECTORS	5
3.1 Number and Qualification	5
3.2 Interim Directors	5
3.3 Transitional Committee	5
3.4 Election and Term of Office	6
3.5 Vacancies	6
3.6 Removal of Directors	6
3.7 Powers and Duties	6
3.8 Managing Agent or Manager	8
3.9 Contracts Entered into by Declarant or Interim Board	8
3.10 Organizational Meeting	9
3.11 Regular and Special Meetings	9

3.12	Open Meetings	9
3.13	Waiver of Notice	9
3.14	Quorum of Board of Directors	9
3.15	Compensation	10
3.16	Liability and Indemnification of Directors and Officers	10
3.17	Insurance	10
ARTICLE 4. OFFICERS		10
4.1	Designation	10
4.2	Election of Officers	10
4.3	Removal of Officers	10
4.4	Chairperson	10
4.5	Secretary	11
4.6	Treasurer	11
4.7	Execution of Instruments	11
4.8	Compensation of Officers	11
ARTICLE 5. BUDGET, EXPENSES AND ASSESSMENTS		11
5.1	Budget	11
5.2	Determination of Common Expenses	12
5.3	Assessment of Common Expenses	12
(a)	Obligation to pay	12
(b)	Initial working capital fund	13
(c)	Commencement of regular operating expense assessments	13
(d)	Commencement of assessment for replacement reserves	13
(e)	Annexation of additional stages	13
5.4	Special or Extraordinary Assessments	13
(a)	Special Assessments for Capital Improvements	13
(b)	Other Special or Extraordinary Assessments	14
5.5	Replacement Reserves	14
(a)	Establishment of Account	14
(b)	Funding of Account	14
(c)	Reserve Studies	14
(d)	Use of Reserve Funds	15
(e)	Sale of Units	15
5.6	Default in Payment of Assessments	15
5.7	Foreclosure of Liens for Unpaid Assessments	16
5.8	Statement of Assessments	16
5.9	Priority of Lien; First Mortgages	16
5.10	Voluntary Conveyance	16

ARTICLE 6.	RECORDS AND AUDITS	17
6.1	General Records	17
6.2	Financial Records and Accounts	17
6.3	Assessment Roll	17
6.4	Payment of Vouchers	17
6.5	Reports and Audits	17
6.6	Notice of Sale, Mortgage, Rental or Lease	18
6.7	Availability of Records	18
ARTICLE 7.	MAINTENANCE AND USE OF CONDOMINIUM PROPERTY ..	18
7.1	Maintenance and Repair	18
	(a) Units	18
	(b) Common elements	18
7.2	Additions, Alterations or Improvements	19
7.3	Damage or Destruction by Casualty of Condominium Property	20
7.4	Condemnation	20
	(a) Complete Taking	21
	(b) Partial Taking	21
7.5	Restrictions and Requirements Respecting Use of Condominium Property ..	21
	(a) Residential use	21
	(b) Use of common elements	21
	(c) Offensive or unlawful activities	21
	(d) Animals	22
	(e) Exterior lighting or noisemaking devices and antennas	22
	(f) Windows, balconies, patios and outside walls	22
	(g) Parking of Vehicles	22
	(h) Leasing and rental of units	23
	(i) Signs	23
	(j) Trash	23
	(k) Insurance	23
	(l) Garages	23
	(m) Water beds	23
	(n) Washing Machines	23
	(o) Association rules and regulations	24
7.6	Abatement and Enjoining of Violations	24
ARTICLE 8.	INSURANCE	24
8.1	Types of Insurance	24
	(a) Property Damage Insurance	25
	(b) Liability Insurance	25

BYLAWS OF
COURTYARDS AT SPRINGVILLE CONDOMINIUM ASSOCIATION

ARTICLE I.

PLAN OF CONDOMINIUM OWNERSHIP

1.1 Name and Location. These are the bylaws of the COURTYARDS AT SPRINGVILLE CONDOMINIUM ASSOCIATION (the "Association"). Courtyards at Springville Condominium (the "condominium") is located in Washington County, Oregon, and has been submitted to the Oregon Condominium Act by a declaration recorded simultaneously with these Bylaws and by supplemental declarations, if any, annexing property to the condominium (collectively the "Declaration"). The location of the condominium is more specifically described in the Declaration.

1.2 Principal Office. The principal office of the Association shall be located at 17618 NW Springville Road, Portland, Oregon 97029, or such other address as may be designated by the board of directors from time to time.

1.3 Purposes. This Association is formed under the provisions of the Oregon Condominium Act to serve as the means through which the unit owners may take action with regard to the administration, management and operation of the condominium.

1.4 Applicability of Bylaws. The Association, all unit owners, and all persons using the condominium property shall be subject to these Bylaws and to all rules and regulations which may be adopted pursuant to these Bylaws.

1.5 Composition of Association. The Association shall be composed of all the unit owners of the condominium, including Springville Corporation and its successors and assigns (the "Declarant"), and the Association, itself, to the extent any of these own any unit or units of the condominium.

1.6 Incorporation. The Association shall be incorporated under the Oregon Non-Profit Corporation Law. The Articles of Incorporation of the Association shall be consistent with the Declaration and these Bylaws, and these Bylaws shall constitute the bylaws of the incorporated association.

1.7 Definitions. The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

ARTICLE 2.

MEETINGS OF ASSOCIATION

2.1 Place of Meetings. The Association shall hold meetings at such suitable place convenient to the unit owners as may be designated by the board of directors from time to time.

2.2 Organizational and Turnover Meeting. Within five years after the date of conveyance of the first unit to a person other than the Declarant, or within ninety (90) days after Declarant has sold and conveyed seventy-five percent (75%) or more of the total number of units which Declarant may submit to the condominium, whichever is earlier, the Declarant shall call the first meeting of the unit owners to organize the Association and to elect directors. Notice of such meeting shall be given to all owners as provided in Section 2.5. If Declarant fails to call the meeting, the meeting may be called and notice given by any unit owner or mortgagee of a unit. The expense of giving notice shall be paid or reimbursed by the Association. At the meeting, Declarant shall deliver to the Association such information and documents as may be required by the Oregon Condominium Act. Nothing in this section shall be construed as preventing the Declarant from calling the organizational and turnover meeting prior to such date, or from calling informal, informational meetings of the unit owners.

2.3 Annual Meetings. The annual meetings of the Association shall be held on such date each year as may be established by the board of directors from time to time, or if the board does not establish such a date, then in the month of February at such hour and on such date as the chairperson may designate, or if the chairperson should fail to designate such date by the first day of February then on the last Tuesday in February. The annual meetings shall be for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

2.4 Special Meetings. Special meetings of the Association may be called by the chairperson or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from at least thirty percent (30%) of the unit owners stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

2.5 Notice of Meetings. Notice of the annual meeting and all other meetings of the Association stating the time and place and the objects for which the meeting is being called shall be given by the chairperson or secretary. Such notice shall be in writing and mailed not less than ten (10) days nor more than fifty (50) days prior to the date of the meeting to each unit owner at his address as it appears on the books of the Association and to any first mortgagee requesting such notice. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived by any unit owner before or after meetings. When a meeting is adjourned for less than 30 days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

2.6 Voting. Each unit owner shall have one vote for each unit of the condominium owned by such unit owner. The Declarant shall be entitled to vote as the unit owner of any then existing units retained by the Declarant, and the board of directors shall be entitled to vote on behalf of any unit which has been acquired by or on behalf of the Association; provided, however, that the board of directors shall not be entitled to vote such units in any election of directors.

2.7 Absentee Ballots and Proxies. A vote may be cast in person, by absentee ballot or by proxy. A proxy given by a unit owner to any person who represents such owner at meetings of the Association shall be in writing and signed by such owner, and shall be filed with the secretary, at any time prior to the meeting. An owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one year after its date unless the proxy specifies a shorter term. Every proxy shall automatically cease upon sale of the unit by its owner. A unit owner may pledge or assign such owner's voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the unit owner is entitled under these Bylaws and to exercise the unit owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the board of directors. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

2.8 Fiduciaries and Joint Owners. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any unit owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that such person shall satisfy the secretary that he or she is the executor, administrator, guardian or trustee, holding such unit in such capacity. Whenever any unit is owned by two or more persons jointly, according to the records of the Association, the vote or proxy of such unit may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of such unit shall be disregarded completely in determining the proportion of votes given with respect to such matter.

2.9 Tenants and Contract Vendors. Unless otherwise expressly stated in the rental agreement or lease, all voting rights allocated to a unit shall be exercised by the owner/landlord. Unless otherwise stated in the contract, all voting rights allocated to a unit shall be exercised by the vendee of any recorded land sale contract on the unit.

2.10 Quorum of Unit Owners. At any meeting of the Association, members holding twenty percent (20%) of the voting rights, present in person or by proxy, shall constitute a quorum. The subsequent joinder of a unit owner in the action taken at a meeting by signing and concurring in the minutes of the meeting shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a unit owner or owners. If any meeting of

members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.11 **Majority Vote.** The vote of the holders of more than fifty percent (50%) of the voting rights, present in person or by proxy at a meeting at which a quorum is constituted, shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws.

2.12 **Order of Business.** The order of business at annual meetings of the Association shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees, if any;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

2.13 **Ballot Meetings.** At the discretion of the board of directors, any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every member that is entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of unit owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected. If approval of a proposed action otherwise would require a meeting at which a specified percentage of unit owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and

such required percentage has not been met. Votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered. All solicitations for votes by written ballot shall state the number of responses needed to meet any applicable quorum requirement and the total percentage of votes needed for approval. All such solicitations for votes shall specify the period during which the Association will accept written ballots for counting, which period shall end on the earliest of (a) the date on which the Association has received a sufficient number of approving ballots to pass the proposal, or (b) the date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage, or (c) a date certain on which all ballots must be returned to be counted. A written ballot may not be revoked.

ARTICLE 3.

BOARD OF DIRECTORS

3.1 Number and Qualification. The affairs of the Association shall be governed by a board of directors composed of three (3) interim directors or five (5) to seven (7) regular directors, as provided in Sections 3.2 and 3.4 of this Article. All directors, other than interim directors appointed by Declarant, shall be owners or co-owners of units of the condominium. For purposes of this section, the officers and any duly appointed employees of any corporate owner, the members of any limited liability company and the partners of any partnership shall be considered co-owners of any units owned by such corporation, limited liability company or partnership.

3.2 Interim Directors. Upon the recording of the Declaration submitting the condominium to the Oregon Condominium Act the Declarant shall appoint an interim board of three (3) directors, who shall serve until replaced by Declarant or their successors have been elected by the unit owners as provided below.

3.3 Transitional Committee. Unless the organizational and turnover meeting described in Section 2.2 above has already been held, Declarant shall call a meeting of the unit owners for the purpose of forming a transitional committee. The meeting shall be called within sixty (60) days of conveyance to persons other than Declarant of fifty percent (50%) of the total number of units which Declarant may submit to the condominium. Declarant shall give notice of the meeting as provided in Section 2.5 above. The committee shall consist of two or more members elected by the unit owners other than Declarant and not more than one representative of Declarant. The members shall serve until the organizational and turnover meeting. The transitional committee shall be advisory only and its purpose shall be to enable ease of transition from control of the administration of the Association by the Declarant to control by the unit owners. The committee shall have access to the information, documents and records which Declarant must turn over to the unit owners at the time of the organizational and turnover meeting. If Declarant fails to call the meeting to elect a transitional committee within the time specified, the meeting may be called and notice given by any unit owner.

3.4 Election and Term of Office. At the first organizational and turnover meeting called by Declarant pursuant to Section 2.2 of these Bylaws, the interim directors shall resign and five (5) successors shall be elected, two to serve until the next annual meeting and three to serve until the second annual meeting after their election. The candidates receiving the greatest number of votes shall be elected to the two-year terms. Thereafter, at the expiration of the initial term of office of each respective director, his or her successor shall be elected to serve for a term of two years, so that the term of not less than one-third of the directors shall expire annually. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality. Upon a majority vote of the membership present in person or by proxy at a meeting called for such purpose, the number of directors may be increased to seven (7) directors. Upon such increase, two additional directors shall be elected, one to serve until the next annual meeting and the other to serve until the second annual meeting after their election. Thereafter, each successor shall be elected to serve for a two-year term.

3.5 Vacancies. Vacancies in the board of directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, or by a sole remaining director. Each person so elected shall be a director until a successor is elected to fill the unexpired term at the next annual meeting of the Association or the next special meeting of the Association called for that purpose. Vacancies in interim directors shall be filled by Declarant.

3.6 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors, other than interim directors, may be removed with or without cause by a majority vote of the unit owners present in person or by proxy, and a successor shall be elected at that meeting to fill the vacancy thus created. The notice of any such meeting shall state that such removal is to be considered, and any director whose removal has been proposed shall be given an opportunity to be heard at that meeting.

3.7 Powers and Duties. The board of directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the board of directors by the unit owners. The powers and duties to be exercised by the board of directors shall include, but shall not be limited to the following:

- (a) Operation, care, upkeep, maintenance, repair and replacement of the general and limited common elements and Association property.
- (b) Determination of the amounts required for operation, maintenance and other affairs of the Association, and the making of such expenditures.
- (c) Preparation and adoption of budgets, preparation, review and update of reserve studies and assessment and collection of the common expenses, all in accordance with the provisions of these Bylaws.

(d) Employment and dismissal of such personnel as necessary for the efficient maintenance, upkeep and repair of the common elements.

(e) Employment of legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association; provided, however, the board may not incur or commit the Association to incur legal fees in excess of \$5,000 for any specific matter unless the unit owners have enacted a resolution authorizing the incurring of such fees by a vote of seventy-five percent (75%) of the voting rights present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to legal fees incurred in defending the Association and the board of directors from claims or litigation brought against them. The limitation set forth in this paragraph shall increase by \$500 on each fifth anniversary of the recording of the Declaration. To the extent required by ORS 100.490, the board shall notify the owners prior to instituting litigation or administrative proceedings. With regard to any pending litigation involving the Association, the board shall periodically report to the unit owners as to the status (including settlement offers), progress, and method of funding such litigation. Nothing in this paragraph shall be construed as requiring the board to disclose any privileged communication between the Association and its counsel.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Preparation and distribution of annual financial statements in accordance with these Bylaws and annual preparation and filing of all required income tax returns or forms for the Association.

(h) Purchasing units of the condominium at foreclosure or other judicial sales in the name of the Association, or its designee, on behalf of all the unit owners as provided in these Bylaws.

(i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of directors), or otherwise dealing with units of the condominium acquired by the Association or its designee on behalf of all the unit owners.

(j) Obtaining insurance or bonds pursuant to the provisions of these Bylaws and at least annually review the insurance coverage of the Association.

(k) Making additions and improvements to, or alterations of, the common elements; provided, however, that no such project may be undertaken by the board if the total cost will exceed the amount of \$10,000 unless the unit owners have enacted a resolution authorizing the project by a majority vote of the members. This limitation shall not be applicable to maintenance, repairs or replacement undertaken pursuant to paragraph

(a) above. The limitation set forth in this paragraph shall increase by \$1,000 on each anniversary of the recording of the Declaration.

(l) Modify, close, remove, eliminate or discontinue the use of a general common element facility or improvement or portion of the common element landscaping, except that modification, closure, removal, elimination or discontinuance other than on a temporary basis of any swimming pool, spa or recreation or community building must be approved by at least a majority of the unit owners voting on such matter at a meeting or ballot meeting held in accordance with these Bylaws.

(m) Designating one or more committees which, to the extent provided in the resolution designating the committee, shall have the powers of the board of directors in the management of the affairs of the Association. At least one member of each committee shall be a member of the board of directors.

(n) Enforcement by legal means of the provisions of the Oregon Condominium Act, the Declaration, these Bylaws and any rules and regulations adopted hereunder.

(o) The filing of an Annual Report and any amendment in accordance with ORS 100.250.

3.8 Managing Agent or Manager. On behalf of the Association, the board of directors may employ or contract for a managing agent or a manager at a compensation to be established by the board of directors. Any such management agreement shall be terminable by the Association upon not more than 90 days' written notice thereof. The board of directors may delegate to the managing agent or manager such duties and powers as the board of directors may authorize. In the absence of such appointment, the board of directors shall act as manager; provided, however, that if an eligible mortgage holder had previously required professional management, the board of directors may not terminate professional management and assume self-management unless the decision to do so is approved by at least sixty-seven percent (67%) of the total voting power of the Association, and approved by eligible mortgage holders holding mortgages on units which have at least fifty-one percent (51%) of the voting rights of the units subject to eligible holder mortgages.

3.9 Contracts Entered into by Declarant or Interim Board. Notwithstanding any other provision of these Bylaws, any leases or contracts (including management contracts, service contracts and employment contracts) entered into by the Declarant or the interim board on behalf of the Association shall have a term not in excess of three years. In addition, any such lease or contract shall provide that it may be terminated without cause or penalty by the Association or board of directors upon not less than 30 days' notice to the other party given at any time after election of the permanent board at the organizational and turnover meeting described in Section 2.2 of these Bylaws.

3.10 Organizational Meeting. Unless otherwise agreed by the board, within fourteen (14) days following the annual meeting of the Association or following any meeting at which an election of directors has been held, the board of directors shall hold an organization meeting at such place and time as shall have been fixed by the directors at the meeting at which the election was held.

3.11 Regular and Special Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Special meetings of the board of directors may be called by the chairperson and must be called by the secretary at the written request of at least two directors. Notice of any special meeting shall be given to each director, personally or by mail, telephone or telegraph at least seven (7) days prior to the day named for such meeting, and shall state the time, place and purpose of such meeting.

3.12 Open Meetings. All meetings of the board of directors shall be open to unit owners except that, in the discretion of the board, the following matters may be considered in executive session: (a) consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation, or criminal matters; (b) personnel matters, including salary negotiations and employee discipline; and (c) the negotiation of contracts with third parties. Such meetings may be conducted by telephonic communication, except that if a majority of the units are principal residences of the occupants, then: (a) for other than emergency meetings, notice of each board of directors' meeting shall be posted at a place or places on the property at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform the unit owners of such meeting; and (b) only emergency meetings of the board of directors may be conducted by telephonic communication.

3.13 Waiver of Notice. Any director may, at any time, waive notice of any meeting of the board of directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall constitute a waiver of notice by such director, except where the director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all of the directors are present at any meeting of the board, no notice to directors shall be required and any business may be transacted at such meeting.

3.14 Quorum of Board of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the board of directors. If at any meeting of the board of directors less than a quorum should be present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice to directors.

3.15 Compensation. No director shall receive any compensation from the Association for acting as such.

3.16 Liability and Indemnification of Directors and Officers. A member of the board of directors or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts of gross negligence or intentional acts. In the event any member of the board of directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

3.17 Insurance. The board of directors shall obtain the insurance and fidelity bonds required in Article 8 of these Bylaws. In addition, the board of directors, in its discretion, may obtain such other insurance as it deems necessary to protect the interests of the Association or unit owners. The board of directors shall conduct an annual insurance review which, if appropriate, shall include an appraisal of all improvements contained in the condominium.

ARTICLE 4.

OFFICERS

4.1 Designation. The principal officers of the Association shall be the chairperson, the secretary and the treasurer, all of whom shall be elected by the board of directors. The directors may appoint a vice chairperson, an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary. The chairperson shall be a member of the board of directors, but the other officers need not be directors or unit owners.

4.2 Election of Officers. The officers of the Association shall be elected annually, by the board of directors at the organization meeting of each new board and shall hold office at the pleasure of the board. If any office shall become vacant, the board of directors shall elect a successor to fill the unexpired term at any regular meeting of the board of directors, or at any special meeting of the board of directors called for such purpose.

4.3 Removal of Officers. Upon the affirmative vote of a majority of the directors, any officer may be removed either with or without cause, and a successor may be elected at any regular meeting of the board of directors, or at any special meeting of the board of directors called for such purpose.

4.4 Chairperson. The chairperson shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the board of directors. The chairperson shall have all of the general powers and duties which are usually vested in the chief executive officer of an association, including but not limited to the power to

appoint committees from among the unit owners from time to time as the chairperson may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5 Secretary. The secretary shall keep the minutes of all proceedings of the board of directors and the minutes of all meetings of the Association. He or she shall attend to the giving and serving of all notices to the unit owners and directors and other notices required by law. The secretary shall keep the records of the Association, except for those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the chairperson. In addition, the secretary shall act as vice chairperson, taking the place of the chairperson and performing the chairperson's duties whenever the chairperson is absent or unable to act, unless the directors have appointed another vice chairperson.

4.6 Treasurer. The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of required financial statements. He or she shall be responsible for the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the board of directors, and shall disburse funds of the Association upon properly authorized vouchers. The treasurer shall perform all other duties incident to the office of treasurer of an association and such other duties as may be assigned to him or her by the board of directors.

4.7 Execution of Instruments. All agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by general or special resolution of the board of directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the chairperson. All checks shall be signed by the treasurer, or in the absence or disability of the treasurer, by the chairperson or any duly elected assistant treasurer.

4.8 Compensation of Officers. No officer who is a member of the board of directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the unit owners. The board of directors may fix any compensation to be paid to any officers who are not also directors.

ARTICLE 5.

BUDGET, EXPENSES AND ASSESSMENTS

5.1 Budget. The board of directors shall from time to time, and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous overassessment and plus any underassessment, and assess the common expenses to each unit owner in the proportion set forth in the Declaration. The budget shall provide for a reserve fund in accordance with Section 5.5 below. Within thirty (30) days after adopting the

annual budget, the board of directors shall provide a summary of the budget to all owners. If the board of directors fails to adopt an annual budget, the last adopted budget shall continue in effect.

5.2 Determination of Common Expenses. Common expenses shall include:

- (a) Expenses of administration, including management fees.
- (b) Expenses of maintenance, repair or replacement of common elements or any other portions of the condominium required to be maintained by the Association pursuant to the Declaration or these Bylaws.
- (c) Cost of insurance or bonds obtained in accordance with these Bylaws.
- (d) A general operating reserve, including an amount sufficient to cover the deductible under the property damage insurance policy.
- (e) Reserve for replacements, repairs and maintenance.
- (f) Any deficit in common expenses for any prior period.
- (g) Utilities for the common elements and other utilities with a common meter or commonly billed, such as trash collection, water and sewer.
- (h) The Association's pro rata share of shared costs of maintaining the pool, spa, and recreation areas located on the proposed future stages until such areas are annexed to the Condominium.
- (i) Any other items properly chargeable as an expense of the Association.

5.3 Assessment of Common Expenses.

(a) Obligation to pay. All unit owners shall be obligated to pay common expenses assessed to them by the board of directors on behalf of the Association pursuant to these Bylaws and the Declaration. No unit owner by the owner's own action may claim exemption from liability for contribution towards common expenses by waiver by the owner of use or enjoyment of any of the common elements or by abandonment by the owner of the owner's unit. A unit owner may not claim an offset against an assessment for failure of the Association to perform its obligations and no unit owner may offset amounts owing or claimed to be owing by the Association or Declarant to the unit owner. Subject to paragraph (c) below, Declarant shall be assessed as the unit owner of any unsold unit, but such assessments shall be prorated to the date of sale of the unit. The board of directors, on behalf of the Association shall assess the common expenses against the unit owners from time to time, and at least annually, and shall take prompt action to collect

from a unit owner any common expense due which remains unpaid for more than thirty (30) days from the due date for its payment. The board may elect to round assessments to the nearest dollar.

(b) Initial working capital fund. Declarant shall establish an initial working capital fund in an amount at least equal to two (2) months of estimated regular association assessments for each unit. At the time of closing of the initial sale of each unit, the purchaser shall make an initial contribution to the working capital of the Association equal to two months' regular association assessments for the unit. At the time of the organizational and turnover meeting, the Declarant shall pay such contribution for all unsold units, but may obtain reimbursement for such sums from the purchaser upon the sale of each such unit. Such initial contribution shall be in addition to the regular monthly common expense assessment and shall not be considered as an advance payment of regular assessments. The working capital fund shall be transferred to the Association for deposit to a segregated fund at the time of the organizational and turnover meeting. Declarant may not use the working capital fund to defray any of Declarant's expenses, reserve contributions, or construction costs or to make up any budget deficits while Declarant is in control of the Association.

(c) Commencement of regular operating expense assessments. Regular monthly assessments for common operating expenses for units in each stage of the condominium shall commence upon closing of the first sale of a unit in such stage of the condominium.

(d) Commencement of assessment for replacement reserves. Regular monthly assessments for replacement reserves as described in Section 5.5 for units in each stage of the condominium shall commence upon the closing of the sale of the first unit in such stage of the condominium, except that Declarant may elect to defer payment of such assessments to the Association for each unit owned by Declarant until the closing of the sale of such unit, not to exceed three (3) years from the date the Declaration was recorded. The books and records of the Association shall reflect the amount owing from Declarant for all reserve assessments.

(e) Annexation of additional stages. If additional units are annexed to the condominium, the board of directors shall promptly prepare a new budget reflecting the addition to the condominium and shall recompute any previous assessment covering any period after the closing of the sale of the first unit in the new stage.

5.4 Special or Extraordinary Assessments.

(a) Special Assessments for Capital Improvements. In the case of any duly authorized capital improvement to the common elements, the board of directors may by resolution establish separate assessments for the same, which may be treated as capital

contributions by the unit owners, and the proceeds of which shall be used only for the specific capital improvements described in the resolution. The Association shall not assess units owned by the Declarant for additional capital improvements to the condominium without the written consent of Declarant as long as Declarant owns more than five percent (5%) of the units then submitted to the condominium or the time specified in the Declaration for annexing additional stages has not expired.

(b) Other Special or Extraordinary Assessments. In the event the board of directors determines that the assessments established upon adoption of the budget as provided in Section 5.1 above will be insufficient to pay the common expenses, or the board of directors determines that additional funds will be needed to meet unexpected or unbudgeted common expenses, the board may levy an additional special or extraordinary assessment. Such assessment shall be allocated to each unit in the same proportion set forth in the Declaration, and may be payable in installments over a specified period, in a lump sum, or in a lump sum with option to pay in installments with interest, as determined by the board of directors.

5.5 Replacement Reserves.

(a) Establishment of Account. The Declarant shall establish a reserve account for replacement of those common elements all or a part of which will normally require replacement in more than three (3) and less than thirty (30) years, and for exterior painting if the common elements include exterior painted surfaces. The reserve account need not include those items that could reasonably be funded from operating assessments.

(b) Funding of Account. The reserve account shall be funded by assessments against the individual unit assessed for maintenance of the items for which the reserve account is being established, which sums shall be included in the regular monthly assessment for the unit, except as otherwise provided in Section 5.3(b). The amount assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The reserve account shall be established in the name of the Association.

(c) Reserve Studies. The amount of the reserve payments shall be adjusted at least annually to recognize changes in current replacement costs over time. The board of directors annually shall conduct a reserve study, or review and update an existing study, of the common elements to determine the reserve account requirements. A reserve account shall be established for those items of the common elements all or part of which will normally require replacement in more than three (3) and less than thirty (30) years, for exterior painting if the common elements include exterior painted surfaces, and for the maintenance, repair or replacement of other items the board of directors, in its discretion, may deem appropriate. The reserve account need not include items that could reasonably be funded from operating assessments. The reserve study shall include:

- (i) Identification of all items for which reserves are to be established;
- (ii) The estimated remaining useful life of each item as of the date of the reserve study;
- (iii) An estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and
- (iv) A thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.

(d) Use of Reserve Funds. The reserve account shall be used only for maintenance, repair and replacement of common elements for which the reserves have been established and shall be kept separate from other funds. After the organizational and turnover meeting described in Section 2.2, however, the board of directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from special assessments or maintenance fees. After such meeting the Association may, on an annual basis, elect not to fund the reserve account described in Section 5.5(a) of this section by unanimous vote of the owners.

(e) Sale of Units. Nothing in this section shall prohibit prudent investment of the reserve account. Assessments paid into the reserve account are the property of the Association and are not refundable to sellers of units. Sellers of the units, however, may treat their outstanding share of the reserve account as a separate item in any sales agreement.

5.6 Default in Payment of Assessments. In the event of default by any unit owner in paying any assessments to the Association, including assessed common expenses and any other charge imposed or levied by the Association pursuant to the provisions of the Declaration, these Bylaws or the Oregon Condominium Act, such unit owner shall be obligated to pay interest at the rate of twelve percent (12%) per annum on such assessment from the due date thereof, or at such greater rate as may be established by the board of directors from time to time, not to exceed the maximum lawful rate, if any. In addition, the defaulting unit owner shall pay a late charge for any assessment not paid within ten (10) days of its due date in the amount of five percent (5%) of the delinquent payment, or such other reasonable late charge as may be established by the board of directors from time to time, together with all expenses incurred by the Association in collecting such unpaid assessments, including attorneys' fees (whether or not suit is instituted, and at trial or any appeal or petition for review therefrom) and a reasonable administrative fee as established by the board of directors. If the assessment is not paid within thirty (30) days of its due date, the board of directors may declare any remaining installments of assessments for the balance of the fiscal year immediately due and payable. The board of directors shall have the right and duty to

recover for the Association such assessments, together with such charges, interest and expense of the proceeding, including attorneys' fees, by an action brought against such unit owner or by foreclosure of the lien upon the unit granted by the Oregon Condominium Act. The board of directors shall notify the holder of any first mortgage upon a unit and any eligible mortgage insurer or guarantor thereof of any default not cured within sixty (60) days of the date of default.

5.7 Foreclosure of Liens for Unpaid Assessments. In any suit brought by the Association to foreclose a lien on a unit because of unpaid assessments, the unit owner shall be required to pay a reasonable rental for the use of the unit during the pendency of the suit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The board of directors, acting on behalf of the Association, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the unit. A suit or action to recover a money judgment for unpaid assessments shall be maintainable without foreclosing the liens securing the same.

5.8 Statement of Assessments. The board of directors shall advise each unit owner in writing of the amount of assessments payable by such owner, and furnish copies of each budget on which such assessments are based to all unit owners and, if requested, to their mortgagees. The board of directors shall promptly provide any unit owner who makes a request in writing with a written statement of the owner's unpaid assessments.

5.9 Priority of Lien: First Mortgages. Any lien of the Association against a unit for assessments shall be subordinate to tax and assessment liens and any prior mortgage of record. Where the purchaser or mortgagee of a unit obtains title to the unit as a result of foreclosure of a first mortgage, such purchaser or mortgagee, its successors and assigns, shall not be liable for any of the assessments chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser or mortgagee. Such unpaid share of assessments shall be a common expense and reallocated on a pro rata basis for all units, including the mortgaged unit. The purchaser or mortgagee shall not be relieved of the obligation to pay further assessments. A deed in lieu of foreclosure accepted by the holder of a first mortgage shall extinguish a lien filed by the Association to secure unpaid assessments under the circumstances described in ORS 100.465.

5.10 Voluntary Conveyance. In a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of a prospective purchaser the board of directors shall make and deliver a statement of the unpaid assessments against the prospective grantor or the unit, and the grantee in that case shall not be liable for, nor shall the unit when conveyed be subject to, a lien filed thereafter for any unpaid assessments against the grantor in excess of the amount set forth in the statement.

ARTICLE 6.

RECORDS AND AUDITS

6.1 General Records. The board of directors and the managing agent or manager, if any, shall keep detailed records of the actions of the board of directors and the managing agent or manager, minutes of the meetings of the board of directors and minutes of the meetings of the Association. The board of directors shall maintain a Book of Resolutions containing the rules, regulations and policies adopted by the Association, board of directors and the manager. The board of directors shall maintain a list of owners entitled to vote at meetings of the Association and a list of all mortgagees of units.

6.2 Financial Records and Accounts. The board of directors or its designee shall keep financial records sufficient for proper accounting purposes. All assessments shall be deposited in a separate bank account in the name of the Association. All expenses of the Association shall be paid from the Association's bank account.

6.3 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

6.4 Payment of Vouchers. The treasurer shall pay all vouchers for all budgeted items and for any nonbudgeted items up to \$1,000 signed by the chairperson, managing agent, manager or other person authorized by the board of directors. Any voucher for nonbudgeted items in excess of \$1,000 shall require the authorization of the chairperson. Any checks written on reserve accounts must be signed by a member of the board of directors.

6.5 Reports and Audits. An annual audited financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year shall be rendered by the board of directors to all unit owners and to all mortgagees of units who have requested the same within 90 days after the end of each fiscal year. From time to time the board of directors, at the expense of the Association, may obtain an audit or review of the books and records pertaining to the Association and furnish copies thereof to the owners and such mortgagees. Upon written request, any holder, insurer or guarantor of a first mortgage shall be entitled to an audited financial statement for the immediately preceding fiscal year at the expense of the Association and shall be made available within 120 days after the end of such fiscal year.

6.6 Notice of Sale, Mortgage, Rental or Lease. Immediately upon the sale, mortgage, rental or lease of any unit, the unit owner shall promptly inform the secretary or manager of the name and address of said vendee, mortgagee, lessee, or tenant.

6.7 Availability of Records. During normal business hours or under other reasonable circumstances, the Association shall make available to unit owners, prospective purchasers and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, bylaws, other rules concerning the condominium, amendments or supplements to such documents, and the books, records, financial statements and current operating budget of the Association. Upon written request, the Association shall make such documents, information and records available to such persons for duplication during reasonable hours. The Association may charge a reasonable fee for furnishing copies of such documents, information or records. The fee may include reasonable personnel costs incurred to furnish the information.

ARTICLE 7.

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

7.1 Maintenance and Repair. Except as otherwise provided in Section 7.3 for damage or destruction caused by casualty:

(a) Units. All maintenance of and repairs to any unit shall be made by the owner of such unit, who shall keep the same in good order, condition and repair and shall do all redecorating, painting and staining which at any time may be necessary to maintain the good appearance and condition of his unit. In addition, each unit owner shall be responsible for the maintenance, repair, or replacement of windows and doors and any plumbing or heating fixtures, telephones, water heaters, fans, lighting fixtures and lamps, electrical outlets, blinds, garbage disposals, fireplaces, refrigerators, dishwashers, ranges, or other appliances and accessories that may be in or connected with such owner's unit. The Association, however, may repair or replace, at the Association's expense, portions of units to the extent reasonably necessary for the preservation of the common elements in good condition and working order.

(b) Common elements. All maintenance, repairs and replacements to the general and limited common elements and to Association property shall be made by the Association and shall be charged to all the unit owners as a common expense. Each unit owner, however, shall keep the limited common elements which pertain to such owner's unit in a safe, neat, clean and sanitary condition.

7.2 Additions, Alterations or Improvements.

(a) A unit owner may not make any improvements or alterations to such owner's unit without first notifying the Association and obtaining approval by the board of directors of the proposed alteration. The owner shall have the burden of establishing, to the reasonable satisfaction of the board of directors, that the proposed improvements or alterations will not impair the structural integrity or mechanical systems of the condominium, lessen the support of any portion of the condominium, jeopardize the

soundness or safety of the condominium, reduce its value, impair any easement or hereditament, increase the common expenses or increase sound transmissions to other units. The board of directors may elect to require contractors to coordinate their access and working hours so as to minimize disruption to the condominium. A unit owner shall reimburse the Association for any actual costs incurred by the Association in reviewing and monitoring such alterations.

(b) After acquiring an adjoining unit or an adjoining part of an adjoining unit, a unit owner may submit a written request to the board of directors for permission to remove or alter any intervening partition or to create apertures therein, even if the partition in whole or in part is a common element. The board of directors shall approve the change unless it determines within forty-five (45) days that the proposed change will impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium. The board of directors may require the unit owner, at such owner's own expense, to submit an opinion of a registered architect or registered professional engineer that the proposed change will not impair the structural integrity or mechanical systems of the condominium or lessen the support of any portion of the condominium. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

(c) A unit owner may not change the appearance of the common elements or the exterior appearance of a unit without permission of the board of directors.

7.3 Damage or Destruction by Casualty of Condominium Property. In the case of damage or destruction which affects a material portion of the project, timely written notice shall be given to the unit owners and their mortgagees and any eligible mortgage insurer or guarantor and the following provisions shall apply:

(a) In the event of damage or destruction by casualty of condominium property, the damage or destruction shall be repaired, reconstructed or rebuilt unless, within fourteen (14) days of such damage or destruction, the board of directors or more than ten percent (10%) of the unit owners shall have requested a special meeting of the Association. Such special meeting must be held within sixty (60) days of the date of damage or destruction. At the time of such meeting, unless unit owners holding ninety percent (90%) of the voting power, whether in person, by writing or by proxy, with the approval of mortgagees as required by the Declaration, vote not to repair, reconstruct or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed or rebuilt. If the damage or destruction is not repaired, reconstructed or rebuilt, then the property shall be removed from condominium ownership in the manner provided in the Oregon Condominium Act.

(b) The Association shall be responsible for repairing, reconstructing or rebuilding all such damage or destruction to the common elements and, to the extent of the

Association's insurance coverage, all such damage or destruction to the units. Each unit owner shall be responsible for such repairing, reconstructing or rebuilding of his unit as is not so covered by the Association's insurance and to the extent of any deductible under the Association's insurance.

(c) If, due to the act or neglect of a unit owner, or of a member of such owner's family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, to the extent not fully covered by the Association's insurance.

(d) In the event any portion of the insurance proceeds paid to the Association is not used to repair, reconstruct or rebuild the damaged or destroyed property, the Association shall distribute the proceeds among the unit owners and their mortgagees (as their interests may appear) in the same proportion as common expenses are shared, unless the property is removed from unit ownership. If the property is removed from unit ownership, the insurance proceeds, together with the proceeds from the sale of the property, shall be distributed to the unit owners and their mortgagees (as their interests may appear) in the manner described in the Oregon Condominium Act.

7.4 Condemnation. If any portion of the condominium is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition shall promptly be given to each unit owner and to each mortgagee and any eligible mortgage insurer or guarantor. The Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of any portion of the common elements, and each unit owner appoints the Association to act as his attorney-in-fact for such purposes. All compensation, damages or other proceeds of the taking, other than any award for moving expenses of specific unit owners, shall be payable to the Association and allocated and distributed as provided in this Section 7.4.

(a) Complete Taking. If the entire condominium property is taken, or if unit owners holding ninety percent (90%) of the voting power agree that such substantial portion of the condominium has been taken as to make the project obsolete, then the property shall be deemed removed from unit ownership. In such event, any proceeds of the condemnation paid to the Association, together with any other proceeds upon sale of the remaining condominium property, shall be distributed among the unit owners and their mortgagees, as their interests may appear, in accordance with the provisions of the Oregon Condominium Act.

(b) **Partial Taking.** If less than the entire condominium property is taken and the property is not determined to be obsolete as provided in paragraph (a) above, then as soon as practicable the board of directors shall, reasonably and in good faith, allocate the award among the units in accordance with the reduction in the value of each unit and its interest in the common elements, compared to the total reduction in value of all units and their interest in the common elements. In the event any unit owner or mortgagee objects to the allocation determined by the board of directors, the matter shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The cost of such determination shall be paid out of the proceeds of the condemnation. Any portion of the award allocated to a unit owner under this paragraph shall be paid first to all mortgagees and holders of liens on the unit owner's interest in accordance with the existing priorities, and the balance to the unit owner. If any reconstruction or repair is undertaken as a result of the condemnation, the board of directors may retain and apply such portion of each unit owner's share of the award as is necessary to discharge the owner's liability for any special assessment arising from such reconstruction or repair.

7.5 **Restrictions and Requirements Respecting Use of Condominium Property.** The following restrictions and requirements are in addition to all other restrictions and requirements contained in the Declaration and these Bylaws:

(a) **Residential use.** No commercial activities of any kind shall be carried on in any unit or in any other portion of the condominium without the consent of the board of directors of the Association, except activities relating to the rental or sale of units. This provision, however, shall not be construed so as to prevent or prohibit a unit owner from maintaining his or her professional personal library, keeping his or her personal business or professional records or accounts, handling his or her personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in such owner's unit.

(b) **Use of common elements.** The common elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the units. The use, operation and maintenance of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner.

(c) **Offensive or unlawful activities.** No noxious or offensive activities shall be carried on in any unit nor shall anything be done in or placed upon any unit or common element which interferes with or jeopardizes the enjoyment of other units or the common elements or which is a source of annoyance to residents. Unit occupants shall exercise extreme care not to make noises which may disturb other unit occupants, including the use of musical instruments, radios, televisions and amplifiers. No unlawful use shall be made of the condominium nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(d) Animals. No animals or fowls shall be raised, kept or permitted within the condominium or any part thereof, except domestic dogs, cats, or other household pets kept within a unit. No such dogs, cats or pets shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes or in unreasonable numbers. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof, and owners shall be responsible for removal of wastes of their animals. All dogs shall be carried or kept on a leash while outside a unit. No pet shall be permitted to cause or create a nuisance or unreasonable disturbance or noise. A unit owner may be required to remove a pet upon receipt of the third notice in writing from the board of directors of violations of any rule, regulation or restriction governing pets within the condominium.

(e) Exterior lighting or noisemaking devices and antennas. Except with the consent of the board of directors of the Association, no exterior lighting or noisemaking devices shall be installed or maintained on any unit and no antennas, satellite dishes or transmitting towers shall be affixed to the general or limited common elements.

(f) Windows, balconies, patios and outside walls. In order to preserve the attractive appearance of the condominium the board of directors of the Association may regulate the nature of items which may be placed in or on windows, balconies, patios, and the outside walls so as to be visible from other units, the common elements, or outside the condominium. Garments, rugs, laundry, sheets, reflective surfaces and other similar items may not be hung from windows, facades, patios or balconies.

(g) Parking of Vehicles. Except with the consent of the board of directors of the Association, no vehicle in an extreme state of disrepair, trailer, truck camper, motorcycle, boat or boat trailer, or other recreational vehicle or truck rated as one ton or more shall be parked on any portion of the condominium. A vehicle shall be deemed in an "extreme state of disrepair" when the board of directors reasonably determines that its presence offends the occupants of the condominium due to its appearance or continued inoperability.

(h) Leasing and rental of units. No unit owner may lease or rent less than his or her entire unit and no unit owner may rent such owner's unit for transient or hotel purposes, or for a period of less than seven days. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and these Bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the board of directors finds that a lessee or tenant has violated any provision of the Declaration, these Bylaws or the rules and regulations, the board may require the unit owner to terminate such lease or rental agreement. Other than the foregoing, there is no restriction on the right of any unit owner to lease or rent such owner's unit.

(i) Signs. Unless written approval is first obtained from the board of directors, no sign of any kind shall be displayed to the public view on or from any unit or the common elements except signs used by the Declarant to advertise units for sale or lease.

(j) Trash. No part of any unit or any part of the common elements shall be used or maintained as a dumping ground for rubbish, trash, garbage, recycling materials or other waste. No garbage, trash, recycling materials or other waste shall be kept or maintained on any part of the property, except in sanitary containers in the designated areas.

(k) Insurance. Nothing shall be done or kept in any unit or in the common elements which will increase the cost of insurance on the common elements. No owner shall permit anything to be done or kept in his or her unit or in the common elements which will result in cancellation of insurance on any unit or any part of the common elements.

(l) Garages. All garage doors shall remain closed except to permit the entrance and exit of vehicles or access to any garage storage area. Garages may only be used for parking of vehicles and may not be used as living area, or for storage purposes such as would prevent parking of a vehicle.

(m) Water beds. Water beds may not be placed in any unit, except with the prior consent of the board of directors. If such consent is given, the unit owner shall carry insurance covering damage caused by the water bed and shall be responsible for all damages to any unit or the common elements which might be caused by the water bed.

(n) Washing Machines. Each unit contains a washing machine hookup. The unit owner shall be responsible for all damages to any unit or the common elements that might be caused by the washing machine or leakage from the washing machine.

(o) Association rules and regulations. In addition, the board of directors from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium property. Such action may be modified by vote of not less than seventy-five percent (75%) of the voting rights present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation of rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the secretary promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery.

7.6 Abatement and Enjoining of Violations. The violation of any provision of the Declaration or these Bylaws, of any rule or regulation adopted pursuant to these Bylaws, or of any decision of the Association made pursuant to such documents, shall give the board of directors, acting on behalf of the Association, the right, in addition to any other rights set forth in these Bylaws, to do any or all of the following after giving notice and an opportunity to be heard:

(a) to enter the unit in which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the board of directors shall not thereby be deemed guilty of any manner of trespass, provided, however, that judicial proceedings shall be instituted before any items of construction may be altered or demolished; or

(b) to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings;

(c) to levy reasonable fines; or

(d) to terminate the right to receive utility services paid for out of assessments or the right of access to and use of recreational and service facilities of the Condominium until the correction of the violation has occurred.

The offending unit owner shall be liable to the Association for a reasonable administrative fee as established by the board of directors and all costs and attorneys' fees incurred by the Association, whether or not legal proceedings are instituted and including attorneys' fees at trial, in arbitration or on appeal or petition for review, together with any expense incurred by the Association in remedying the default, damage incurred by the Association or unit owners, or fines so levied. Such sums shall be assessed against the offending unit as an assessment and enforced as provided in Article 5. In addition, any aggrieved unit owner may bring an action against such other unit owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

ARTICLE 8.

INSURANCE

8.1 Types of Insurance. For the benefit of the Association and the unit owners, the board of directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance:

(a) Property Damage Insurance.

(i) The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and "all risk" endorsements, and such other coverages as the Association may deem desirable.

(ii) The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the units and common elements (exclusive of land, foundation, excavation and other items normally excluded from coverage), subject to a maximum deductible of the lesser of \$10,000 or one percent (1%) of the policy amount.

(iii) The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the common elements and all personal property and supplies belonging to the Association, together with all fixtures, improvements and alterations comprising a part of each unit.

(iv) Such policy or policies shall name the Association as insured, and shall provide for loss payable in favor of the Association, as a trustee for each unit owner and each such unit owner's mortgagee, as their interests may appear. The policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution) which is commonly accepted by institutional mortgage investors in Oregon.

(b) Liability Insurance.

(i) The Association shall maintain comprehensive general liability insurance coverage insuring the Declarant, the Association, the board of directors, the unit owners and the managing agent, against liability to the public or to the owners of units and of common elements, and their invitees or tenants, incident to the operation, maintenance, ownership or use of the property, including legal liability arising out of lawsuits related to employment contracts of the Association. There may be excluded from such policy or policies coverage of a unit owner (other than as a member of the Association or board of directors) for liability arising out of acts or omission of such unit owner and liability incident to the ownership and/or use of the part of the property as to which such unit owner has the exclusive use or occupancy.

(ii) Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single limit basis.

(iii) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

least thirty (30) days' notice to the owners of any increase in the deductible proposed in renewal or replacement insurance policies. Owners and tenants of all units must procure and maintain comprehensive liability policies having combined limits in amounts reasonably set by the Board of Directors no more often than every three years. Such insurance must provide coverage for, without limitation, the negligent acts of the owner and tenant and their guests or other occupants of the unit for damage to the general and limited common elements and other units and the personal property of others located therein.

8.2 Other Insurance Requirements. Insurance obtained by the Association shall be governed by the following requirements:

(a) All policies shall be written with the State of Oregon or a company licensed to do business in the State of Oregon acceptable to Fannie Mae which falls into an A-general policyholder's rating or a financial performance index of 6 or better, as designated in Best's Key Rating Guide, or an A or better rating from Demotech, Inc.

(b) Notwithstanding the provisions of Section 8.1 above, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement, or any successor to such trustee. Such insurance trustee shall have exclusive authority to negotiate losses under any property or liability insurance policy. Each unit owner appoints the Association, or any insurance trustee or substitute trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance including: the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purchase. The Association or insurance trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for unit owners and their first mortgage holders, as their interests may appear.

(c) All property insurance policies shall contain a "Special Condominium Endorsement" or its equivalent providing for the following: recognition of any Insurance Trust Agreement, a waiver of the right of subrogation against unit owners individually, that the insurance is not prejudiced by any act or neglect of individual unit owners which is not in the control of such owners collectively, and that the policy is primary in the event the unit owner has other insurance covering the same loss.

(d) For purposes of this article, insurance policies are unacceptable where (i) under the terms of the insurance carrier's charter, bylaws or policy, contributions or assessments may be made against Fannie Mae, the designee of Fannie Mae, or the Association or unit owners, or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders

(c) Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

(d) Fidelity Insurance.

(i) The Association shall maintain fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association has retained a management agent, such agent shall maintain fidelity insurance for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.

(ii) The total amount of fidelity insurance coverage required shall be based upon the best business judgment of the board of directors. In no event, however, may the aggregate amount of such insurance be less than the sum equal to three months' aggregate assessments on all units plus reserve funds.

(iii) Such fidelity insurance shall name the Association as obligee and shall contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days' prior written notice to the Association and each servicer on behalf of the Federal National Mortgage Association ("Fannie Mae").

(e) Directors' and Officers' Liability Insurance. The Association shall maintain a policy of directors' and officers' liability insurance with coverage in the amount of not less than One Million Dollars (\$1,000,000), subject to a reasonable deductible.

(f) Insurance by Unit Owners. The Association has no responsibility to procure or assist in procuring property loss insurance for any owner or tenant for (i) damage to a unit or limited common elements not covered by the Association's policy (because of the deductible amount or because the claim for loss or damage is one not covered by fire and property loss insurance policies required by these Bylaws or held by the Association); or (ii) for any damage or loss to the owner's or tenant's personal property. Owners must be responsible for purchasing insurance policies insuring their units and appurtenant limited common elements for the deductible amount under the Association's policies and for insuring their own personal property for any loss or damage. Proof of such insurance coverage must be provided to the Association by the unit owner. Tenants must be responsible for insuring their own personal property for any loss or damage. The Association shall notify all owners of the amount of the deductible under the Association policies. To the extent reasonably practicable, the Association shall give at

or members, or (iii) policy includes any limiting clauses (other than insurance conditions) which could prevent Fannie Mae or the owners from collecting insurance proceeds.

(e) All policies required by this article shall provide that they may not be canceled or substantially modified without at least 10 days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. Evidence of insurance shall be issued to each unit owner and mortgagee upon request.

(f) Each unit owner shall be required to notify the board of directors of all improvements made by the owner to his or her unit, the value of which is in excess of Five Hundred Dollars (\$500). Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the board of directors pursuant to Section 7.2.

(g) Any unit owner who obtains individual insurance policies covering any portion of the property other than such owner's personal property and fixtures shall file a copy of such individual policy or policies with the Association within thirty (30) days after the purchase of such insurance.

8.3 Optional Provisions. The board of directors shall make every effort to secure insurance policies that will provide for the following:

(a) To the extent appropriate and available at reasonable cost, the Association shall maintain additional coverages against such other risks as are customarily covered with respect to projects similar in construction, location and use, including but not limited to, host liquor liability, contractual and all-written contract insurance, employer's liability insurance, comprehensive automobile liability insurance, and an endorsement patterned after "use and occupancy" insurance providing relief from monthly assessments while a unit is uninhabitable due to a covered loss.

(b) If reasonably available, the insurance policies shall include Inflation Guard Endorsement, and Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement, and an Increased Cost of Construction Endorsement).

(c) A Steam Boiler and Machinery Coverage Endorsement if the condominium has central heating or cooling, which coverage per accident shall at least equal the lesser of Two Million Dollars (\$2,000,000) or the insurable value of the building housing the boiler or machinery.

(d) Flood Insurance, if the condominium is in a Special Flood Hazard Area.

(e) If reasonably available, waiver of subrogation by the insurer as to any claims against the board of directors; any unit owner or any guest of a unit owner.

8.4 Fannie Mae and GNMA Requirements. Notwithstanding any other provisions of this article, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity requirements for condominium projects established by Fannie Mae and Government National Mortgage Association, so long as either is a mortgagee or owner of a unit within the condominium, except to the extent such coverage is not available or has been waived in writing by Fannie Mae or Government National Mortgage Association. Fannie Mae or Fannie Mae's servicer, its successors and assigns, shall be named as a mortgagee in the Association's policies.

ARTICLE 9.

AMENDMENTS TO BYLAWS

9.1 How Proposed. Amendments to the bylaws shall be proposed by either a majority of the board of directors or by unit owners holding thirty percent (30%) of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

9.2 Adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors or by the unit owners and may be approved by the unit owners at a meeting called for this purpose or by ballot vote. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by unit owners holding a majority of the voting rights and by mortgagees to the extent required by the Declaration, except that any amendment relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy units, or limitations on the rental or leasing of units must be approved by unit owners holding seventy-five percent (75%) of the voting rights. Declarant's consent shall also be required until the last stage is annexed and so long as Declarant owns twenty-five percent (25%) or more of the total number of units which Declarant may submit to the condominium. Such consent shall not be required after five years from the date of conveyance of the first unit to a person other than Declarant. Any amendment which would limit or diminish any special Declarant rights established in these Bylaws shall require the written consent of Declarant.

9.3 Execution and Recording. An amendment shall not be effective until certified by the chairperson and secretary of the Association as being adopted in accordance with these Bylaws and the provisions of the Oregon Condominium Act and recorded as required by law. Any amendment adopted within five (5) years after the recording of the initial bylaws shall be approved by the Oregon Real Estate Commissioner to the extent required by the Oregon Condominium Act.

ARTICLE 10.

DISPUTE RESOLUTION

10.1 Mediation/Arbitration. Any claim, controversy or dispute by or among Declarant, Association, the manager or managing agent, or one or more unit owners, or any of them, arising out of or related to the Declaration, these Bylaws or the Condominium shall be first subject to mediation and, if not timely settled by mediation, resolved by arbitration in accordance with this Article 10. Any party may at any time opt to forego mediation and submit the matter directly to arbitration as provided herein. The decisions and award of the arbitrator shall be final, binding and nonappealable. The arbitration shall be conducted in Portland, Oregon pursuant to the arbitration statutes of the State of Oregon and any arbitration award may be enforced by any court with jurisdiction. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statute of limitations or for purposes of filing a notice of pending action ("lis pendens").

10.2 Selection of Arbitrator. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties. The arbitrator selected shall be neutral and unbiased, except to the extent the arbitrator's prior relationship with any party is fully disclosed and consented to by the other party or parties. If the parties are unable to agree upon the arbitrator within ten (10) days after a party's demand for arbitration, upon application of any party, the Presiding Judge of the Circuit Court of Washington County, Oregon shall designate the arbitrator.

10.3 Consolidated Arbitration. Upon demand by any party, claims between or among the parties and third parties shall be submitted in a single, consolidated arbitration.

10.4 Discovery. The parties to the arbitration shall be entitled to such discovery as would be available to them in an action in Washington County Circuit Court. The arbitrator shall have all of the authority of the Court incidental to such discovery, including without limitation authority to issue orders to produce documents or other materials, to issue orders to appear and submit to deposition, and to impose appropriate sanctions including without limitation award against a party for failure to comply with any order.

10.5 Evidence. The parties to the arbitration may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary for an understanding and determination of the dispute. The arbitrator shall determine the admissibility of the evidence offered. All evidence shall be taken in the presence of the arbitrator and all of the parties, except where any of the parties is absent in default or has waived its right to be present.

10.6 Excluded Matters. Notwithstanding the foregoing, the following matters shall not be subject to mediation or arbitration under this Article 10 (but shall be subject to the applicable provisions of Section 10.7 below): (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association (other than disputes as to the validity or

amount of such fees, assessments, fines or charges, which disputes shall be subject to mediation/arbitration as provided above), and (b) actions to enforce any order, decision or award rendered by arbitration pursuant to this Article 10. The filing of a lis pendens or the application to any court for the issuance of any provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the procedures specified in this Article.

10.7 Costs and Attorneys' Fees. The fees of any mediator and the costs of mediation shall be divided and paid equally by the parties. Each party shall pay its own attorneys' fees and costs in connection with any mediation. The fees of any arbitrator and the costs of arbitration shall be paid by the nonprevailing party or parties; if none, such fees and costs shall be divided and paid equally by the parties. Should any suit, action or arbitration be commenced in connection with any dispute related to or arising out of the Declaration or these Bylaws, to obtain a judicial construction of any provision of the Declaration or these Bylaws, to rescind the Declaration or these Bylaws or to enforce or collect any judgment or decree of any court or any award obtained during arbitration, the prevailing party shall be entitled to recover its costs and disbursements, together with such investigation, expert witness and attorneys' fees incurred in connection with such dispute, as the court or arbitrator may adjudge reasonable, at trial, in the arbitration, upon any motion for reconsideration, upon petition for review, and on any appeal of such suit, action or arbitration proceeding. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator (with respect to attorneys' fees incurred prior to and during the arbitration proceeding) and by the court or courts, including any appellate or review court, in which such matter is tried, heard or decided, including a court that hears a request to compel or enjoin arbitration or that hears exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in such proceedings).

10.8 Survival. The mediation and arbitration agreement set forth in this Article 10 shall survive the transfer by any party of its interest or involvement in the Condominium and any unit therein and the termination of the Declaration or these Bylaws.

ARTICLE 11.

MISCELLANEOUS

11.1 Notices. All notices to the Association or to the board of directors shall be sent care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the board of directors may designate from time to time. All notices to any unit owner shall be sent to such address as may have been designated by such owner from time to time, in writing, to the board of directors, or, if no address has been designated, then to the owner's unit.

11.2 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

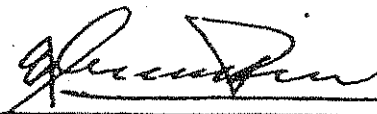
11.3 Action Without a Meeting. Any action which the Oregon Condominium Act, the Declaration or the bylaws require or permit the owners or directors to take at a meeting or ballot may be taken without a meeting or ballot meeting if a consent in writing setting forth the action so taken is signed by all of the owners or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the owners or directors, shall be filed in the records of minutes of the Association.

11.4 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.5 Conflicts. these Bylaws are intended to comply with the Oregon Condominium Act and the Declaration. In case of any irreconcilable conflict, such statute and document shall control over these Bylaws or any rules and regulations adopted hereunder.

DATED this 4th day of April, 2001.

SPRINGVILLE CORPORATION, an Oregon corporation

By 
Michael Chiu, President

Washington County, Oregon

2004-131258

11/16/2004 09:37:14 AM

D-R/S/D

Clk#1 S#16 J GREGORY

875.00 90.00 811.00 - Total = \$962.00



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

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



AFTER RECORDING, RETURN TO:

* Same as below

PREPARED BY:

* Howard M. Feuerstein, Esq.
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204

**SUPPLEMENTAL DECLARATION SUBMITTING
COURTYARDS AT SPRINGVILLE CONDOMINIUM, STAGE 2
TO CONDOMINIUM OWNERSHIP**

**Springville Corporation
DECLARANT**



TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS.....	1
1.1 "Association"	1
1.2 "Bylaws"	1
1.3 "Condominium"	1
1.4 "Declarant"	1
1.5 "Declaration"	1
1.6 "Plat"	1
1.7 "Stage 1 Declaration"	2
1.8 Incorporation by Reference.....	2
ARTICLE 2 SUBMISSION OF PROPERTY TO CONDOMINIUM OWNERSHIP	2
ARTICLE 3 UNITS.....	2
3.1 General Description of Buildings	2
3.2 General Description, Location and Designation of Units.....	2
3.3 Boundaries of Units.....	2
ARTICLE 4 GENERAL COMMON ELEMENTS.....	3
ARTICLE 5 LIMITED COMMON ELEMENTS.....	3
ARTICLE 6 ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS.....	4
ARTICLE 7 EASEMENTS.....	4
7.1 In General.....	4
7.2 Encroachments.....	4
7.3 Granting of Easements by Association.....	4
7.4 Right of Entry.....	5



7.5 Easements for Declarant5

7.6 Reservation of Easements for Future Development5

ARTICLE 8 PLAN OF DEVELOPMENT.....5

8.1 Maximum Number of Units.....6

8.2 Termination Date.6

8.3 Additional Common Elements.....6

8.4 Allocation of Interest in Common Elements.6

ARTICLE 9 ADOPTION BY REFERENCE.....6



**SUPPLEMENTAL DECLARATION SUBMITTING
COURTYARDS AT SPRINGVILLE CONDOMINIUM, STAGE 2
TO CONDOMINIUM OWNERSHIP**

THIS SUPPLEMENTAL DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 8th day of October, 2004, by **SPRINGVILLE CORPORATION**, an Oregon corporation ("Declarant").

By document dated April 4, 2001, entitled Declaration Submitting Courtyards at Springville Condominium, Stage 1 to Oregon Condominium Act, Declarant created a condominium known as Courtyards at Springville Condominium, which is located in Washington County, Oregon. The purpose of this Supplemental Declaration is to submit the property described in Article 2 below to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act, and to annex such property to Courtyards at Springville Condominium.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

ARTICLE 1

DEFINITIONS

When used in this Declaration the following terms shall have the following meanings:

- 1.1 "**Association**" means Courtyards at Springville Condominium Association.
- 1.2 "**Bylaws**" means the Bylaws of Courtyards at Springville Condominium Association adopted pursuant to the Stage 1 Declaration as the same may be amended from time to time.
- 1.3 "**Condominium**" means all of that property submitted to the condominium form of ownership by the Stage 1 Declaration plus any additional property annexed to the project pursuant to Article 15 of such Declaration.
- 1.4 "**Declarant**" means Springville Corporation, an Oregon corporation, and its successors and assigns.
- 1.5 "**Declaration**" means the Stage 1 Declaration and any Supplemental Declaration recorded in accordance with Article 16 of the Stage 1 Declaration, including without limitation, this Supplemental Declaration.
- 1.6 "**Plat**" means the plat of Stage 2 of Courtyards at Springville Condominium recorded simultaneously with the recording of this Supplemental Declaration.



1.7 **"Stage 1 Declaration"** means that instrument dated April 4, 2001, recorded June 21, 2001 in the Records of Washington County, Oregon, as Document/Reception No. 2001059740.

1.8 **Incorporation by Reference.** Except as otherwise provided in this Supplemental Declaration, each of the terms defined in ORS 100.005, a part of the Oregon Condominium Act, shall have the meanings set forth in such section.

ARTICLE 2

SUBMISSION OF PROPERTY TO CONDOMINIUM OWNERSHIP

The property submitted to the Oregon Condominium Act by this Supplemental Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The land submitted is located in Washington County, Oregon, and is more particularly described in the attached Exhibit A. The property submitted includes the land so described, all buildings, improvements and structures, all easements, and rights and appurtenances located on, belonging to or used in connection with such land.

ARTICLE 3

UNITS

3.1 **General Description of Buildings.** Stage 2 contains one building of dwelling units and two garage buildings. The dwelling building contains three stories, without basement. The buildings are of wood frame construction with vinyl siding and composition roofs.

3.2 **General Description, Location and Designation of Units.** Stage 2 consists of 20 units. The designation, location, description of boundaries and area in square feet of each unit are shown on the Plat and the attached Exhibit B.

3.3 **Boundaries of Units.** 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, except those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the Condominium. 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 and communications service lines, including but not limited to power, light, gas, hot and cold water, heating, refrigeration, air conditioning and waste disposal, security, cable television and telephone, within the boundaries of the unit, but shall not include any part of such lines or ducts themselves.



ARTICLE 4

GENERAL COMMON ELEMENTS

The general common elements consist of the following:

4.1 The land, pathways, driveways, fences, grounds, garage structures and parking areas, except parking spaces designated as limited common elements by Article 5 below.

4.2 Pipes, ducts, flues, chutes, conduits, wires and other utility and communications installations to their outlets.

4.3 Roofs, foundations, bearing and shear walls, perimeter walls, beams, columns and girders to the interior surfaces thereof.

4.4 Stairways, landings, entrances and exits which are not part of a unit.

4.5 All other elements of the buildings and the Condominium necessary or convenient to their existence, maintenance and safety, or normally in common use, except as may be expressly designated in this Supplemental Declaration as part of a unit or a limited common element.

ARTICLE 5

LIMITED COMMON ELEMENTS

The following shall constitute limited common elements, the use of which shall be restricted to the units to which they pertain:

5.1 All patios and balconies, each of which shall pertain to the unit which it adjoins as shown on the Plat.

5.2 Parking spaces designated as limited common elements in the Plat, each of which shall pertain to the unit indicated in the attached Exhibit C; provided, however, that any such parking space may be transferred so as to pertain to a different unit by an amendment to the 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 recording of such amendment in the Records of Washington County, Oregon. No transfer, however, shall be such as to leave any unit without at least one parking space assigned to it as a limited common element.



ARTICLE 6

ALLOCATION OF UNDIVIDED INTERESTS 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 the attached Exhibit B. Such allocation will change if additional stages are added to the Condominium as is more particularly described in Section 8.4 below. Each unit's interest in the common elements shall be inseparable from the unit and any conveyance, encumbrance, judicial sale, or other transfer, voluntary or involuntary, of an undivided interest in the common elements shall be void unless the unit to which that interest is allocated is also transferred.

ARTICLE 7

EASEMENTS

7.1 In General. Each unit has an easement in and through each other unit and the common elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each unit and all the common elements are specifically subject to easements as required for the electrical wiring and plumbing for each unit. The specific mention or reservation of any easement in this Supplemental Declaration does not limit or negate the general easement for common elements reserved by law. Each unit owner has an unrestricted right of ingress and egress to his or her unit. This right is perpetual and passes with the ownership of the unit.

7.2 Encroachments. Each unit and all common elements shall have an easement over all adjoining units and common elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection as long as the physical boundaries of the units are in substantial accord with the description of those boundaries that appears in the Declaration. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and the rights and obligations of owners shall not be altered in any way by the encroachment. This provision does not relieve a unit owner of liability in the case of willful misconduct of the unit owner, or relieve Declarant or any contractor, subcontractor or materialman from any liability as a result of failure to adhere to the Plat. The encroachments described in this Section 7.2 shall not be construed to be encumbrances affecting the marketability of title to any unit.

7.3 Granting of Easements by Association. Pursuant to ORS 100.405(5), the Association, upon prior approval of 75 percent of the voting power of the unit owners, may execute, acknowledge, deliver and record on behalf of the unit owners leases, easements, rights-of-way, licenses, and similar interests in excess of two years affecting the common elements and



consent to vacation of roadways within and adjacent to the Condominium. Any such instrument shall be executed by the chairperson and secretary of the Association. No such interest may be granted with regard to a limited common element unless the owners and mortgagees of the units having the right to use such limited common element join in the instrument granting the interest.

7.4 Right of Entry. The board of directors of the Association, managing agent, manager or any other person authorized by the board of directors shall have the right to enter any unit and limited common element in the case of an emergency originating in or threatening such unit or other condominium property, whether or not the owner is present at the time. Such persons shall also have the right to enter any unit and limited common element for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in the Declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

7.5 Easements for Declarant. Declarant and Declarant's agents, successors and assigns shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of completing or making repairs to existing structures, for the purpose of carrying out sales and rental activities necessary or convenient for the sale or rental of units, including, without limitation, the right to use the units owned by Declarant as model units and the right to use a unit as a sales office, and for the purpose of discharging any other obligation of Declarant or exercising any other special Declarant right, whether arising under the Oregon Condominium Act or reserved in the Declaration or the Bylaws.

7.6 Reservation of Easements for Future Development. Until such time, if ever, that the real property described in Exhibit D of the Stage 1 Declaration has been annexed to the Condominium, Declarant hereby reserves (a) a nonexclusive easement for ingress and egress over all roadways and driveways within the Condominium, (b) an easement for the maintenance and use of all existing utility lines and systems within the Condominium, including without limitation water, sewer, gas, electrical, telephone, communication and cable television systems, and (c) an easement for use of the common element facilities of the Condominium, provided that Declarant pays a pro rata share of the costs of operating and maintaining such easement areas based upon the number of living units in the additional stages divided by the total number of such living units in the additional stages and the Condominium combined. Such easements shall be for the benefit of and shall run with the ownership of the entire remainder of the proposed project site, more particularly described in Exhibit D of the Stage 1 Declaration and each and every portion thereof, whether or not such property is annexed to the Condominium as provided in Article 8 below.

ARTICLE 8

PLAN OF DEVELOPMENT

Pursuant to Article 15 of the Stage 1 Declaration, Declarant proposes to develop the Condominium in stages. By recording this Supplemental Declaration, Declarant hereby submits



Stage 2 to the condominium form of ownership. Declarant reserves the right to add additional stages to the Condominium and to annex such additional stages by recording supplements to the Declaration pursuant to ORS 100.120, together with a plat of the stage being annexed bearing a completion certificate as required by ORS 100.120 and ORS 100.115. Any such additional stage shall be consistent with Stage 1 in structure type and quality of construction and all improvements shall be substantially completed prior to annexation.

8.1 Maximum Number of Units. If fully developed, the Condominium shall contain not more than 128 units.

8.2 Termination Date. No additional stage may be added more than seven years after the recording of the Stage 1 Declaration. Such date may be extended for a period not to exceed two years by an amendment adopted pursuant to the Stage 1 Declaration.

8.3 Additional Common Elements. Declarant does not propose to include in future stages any common elements which would substantially increase the proportionate amount of the common expenses payable by owners of units in Stages 1 and 2.

8.4 Allocation of Interest in Common Elements. The allocation of undivided interests in the common elements of units in Stages 1 and 2 is set forth in Exhibit B and will change if additional stages are annexed to the Condominium. Such allocation shall be determined by the ratio of the approximate area of each unit compared to the total approximate area of all units then existing in the Condominium.

ARTICLE 9

ADOPTION BY REFERENCE

Except as otherwise expressly provided in this document, each of the provisions of the Stage 1 Declaration shall be applicable to Stage 2 of Courtyards at Springville Condominium.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed as of the day and year first set forth above.

SPRINGVILLE CORPORATION

By: _____

Michael Chiu, President



STATE OF OREGON)
)ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 8th day of October, 2004 by Michael Chiu, President of Springville Corporation, an Oregon corporation, on behalf of the corporation.



Patricia A Kester
Notary Public for Oregon
My commission expires: 3/11/05
Commission No.: 343386

2004. The foregoing Supplemental Declaration is approved this 15TH day of NOVEMBER

ASSESSOR AND TAX COLLECTOR
FOR WASHINGTON COUNTY

By *Dal A. Kuffner*

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 and ORS 100.120 this 10th day of November 2004 and in accordance with ORS 100.110(7), this approval shall automatically expire if this Supplemental Declaration is not recorded within two (2) years from this date.

SCOTT W. TAYLOR
Real Estate Commissioner

By *Brian DeMarco*
Brian DeMarco



EXHIBIT A

Legal Description Stage 2

A portion of that tract of land as conveyed to Springville Associates, Inc., in Document No. 92057025, Washington County Deed Records, situated in the Northwest Quarter of Section 19, Township 1 North, Range 1 West, Willamette Meridian, Washington County, State of Oregon, being more particularly described as follows:

Beginning at the initial point, a found 5/8" iron rod with a yellow plastic cap marked "Alpha Eng., Inc.", said point being the Southeast corner of "Courtyards at Springville Condominium," said point being on the West line of "Springville Summit"; thence along said West line of "Springville Summit," South 00°00'13" East, a distance of 240.48 feet to a 5/8" iron rod with a yellow plastic cap marked "W.B. Wells & Assoc. Inc."; thence leaving said West line of "Springville Summit," South 82°38'29" West, a distance of 94.78 feet to a 5/8" iron rod with a yellow plastic cap marked "W.B. Wells & Assoc. Inc."; thence North 30°26'17" West, a distance of 81.89 feet to a brass screw with a 3/4" brass washer marked "W.B. Wells & Assoc. Inc."; thence North 34°58'23" East, a distance of 12.02 feet to a 5/8" iron rod with a yellow plastic cap marked "W.B. Wells & Assoc. Inc."; thence North 03°58'37" East, a distance of 118.09 feet to a 5/8" iron rod with a yellow plastic cap marked "W.B. Wells & Assoc. Inc."; thence North 29°20'01" East a distance of 18.52 feet to a 5/8" iron rod with a yellow plastic cap marked "W.B. Wells & Assoc. Inc."; thence North 00°54'40" East, a distance of 61.90 feet to a 5/8" iron rod with a yellow plastic cap marked "W.B. Wells & Assoc. Inc.," said point being on the Southerly line of "Courtyards at Springville Condominium;" thence along said Southerly line, South 86°32'50" East, a distance of 65.84 feet to an angle point; thence South 66°10'05" East, a distance of 48.78 feet to the initial point.



EXHIBIT B

Unit Square Footages and Undivided Interests

	Unit	Square Footage	Undivided Interest
Stage 1	A1	999	999/79384
	A2	999	999/79384
	A3	708	708/79384
	A4	708	708/79384
	A5	913	913/79384
	A6	913	913/79384
	A7	913	913/79384
	A8	913	913/79384
	A9	913	913/79384
	A10	913	913/79384
	A11	913	913/79384
	A12	913	913/79384
	A13	1366	1366/79384
	A14	1366	1366/79384
	B1	1010	1010/79384
	B2	1010	1010/79384
	B3	706	706/79384
	B4	706	706/79384
	B5	971	971/79384
	B6	971	971/79384
	B7	995	995/79384
	B8	995	995/79384
	B9	1318	1318/79384
	B10	1318	1318/79384
	B11	1318	1318/79384
	B12	1318	1318/79384
	B13	995	995/79384
	B14	995	995/79384
	B15	971	971/79384
	B16	971	971/79384
	B17	706	706/79384
	B18	706	706/79384
	B19	1016	1016/79384
	B20	1016	1016/79384
	C1	998	998/79384



Unit	Square Footage	Undivided Interest
C2	998	998/79384
C3	906	906/79384
C4	906	906/79384
C5	913	913/79384
C6	913	913/79384
C7	913	913/79384
C8	913	913/79384
C9	912	912/79384
C10	912	912/79384
C11	1349	1349/79384
C12	1349	1349/79384
D1	1013	1013/79384
D2	1013	1013/79384
D3	709	709/79384
D4	709	709/79384
D5	973	973/79384
D6	973	973/79384
D7	971	971/79384
D8	971	971/79384
D9	985	985/79384
D10	985	985/79384
D11	995	995/79384
D12	995	995/79384
D13	1319	1319/79384
D14	1319	1319/79384
Stage 2 F1	1015	1015/79384
F2	1015	1015/79384
F3	708	708/79384
F4	708	708/79384
F5	973	973/79384
F6	973	973/79384
F7	995	995/79384
F8	995	995/79384
F9	1313	1313/79384
F10	1313	1313/79384
F11	1313	1313/79384
F12	1313	1313/79384
F13	995	995/79384
F14	995	995/79384
F15	973	973/79384



Unit	Square Footage	Undivided Interest
F16	973	973/79384
F17	708	708/79384
F18	708	708/79384
F19	1012	1012/79384
F20	1012	1012/79384
TOTALS	79384	1



EXHIBIT C

Parking Space Assignments

Unit	Parking Space
F1	79
F2	80
F3	82
F4	81
F5	75
F6	83
F7	76
F8	84
F9	85
F10	86
F11	88
F12	87
F13	89
F14	90
F15	77
F16	78
F17	91
F18	92
F19	93
F20	94

COURTYARDS AT SPRINGVILLE 2 CONDOMINIUM SUPPLEMENTAL PLAT NO. 1: ANNEXATION OF STAGE 1

A CONDOMINIUM PLAT OF A PORTION OF THE TRACT OF LAND AS CONVERTED TO SPRINGVILLE ANNEXATION STAGE 1, SITUATED IN THE WESTERN QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON, SEPTEMBER 28, 2004. SCALE: 1" = 20'

LEGEND

- B FOUND 5/4" IRON ROD WITH YELLOW PLASTIC CAP MARKED "ALPHA ENG. INC." SET IN THE PLAT OF "SPRINGVILLE SUBMITT"
- D FOUND MONUMENT AS SHOWN
- A FOUND AND FIELD SURVEY IRON ROD WITH YELLOW PLASTIC CAP MARKED "P.J. WELLS & ASSOC. INC." SET IN THE PLAT OF "COURTYARDS AT SPRINGVILLE CONDOMINIUM"
- S.C.E. GENERAL COMMON ELEMENT
- SM SURVEY NUMBER, WASHINGTON COUNTY SURVEY RECORDS
- W/IRC WITH YELLOW PLASTIC CAP
- IR IRON ROD
- O SET 3/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED "P.J. WELLS & ASSOC. INC." ON JULY 21, 2003
- ◇ SET BRASS SCREW WITH 3/4" BRASS WAGON NUT MARKED "P.J. WELLS & ASSOC." ON JULY 21, 2003
- N MEASURED DATA

REGISTERED
PROFESSIONAL
LAND SURVEYOR
P.J. WELLS
CREATED JULY 23, 1984
NUMBER 2157
EXPIRES 12-31-09

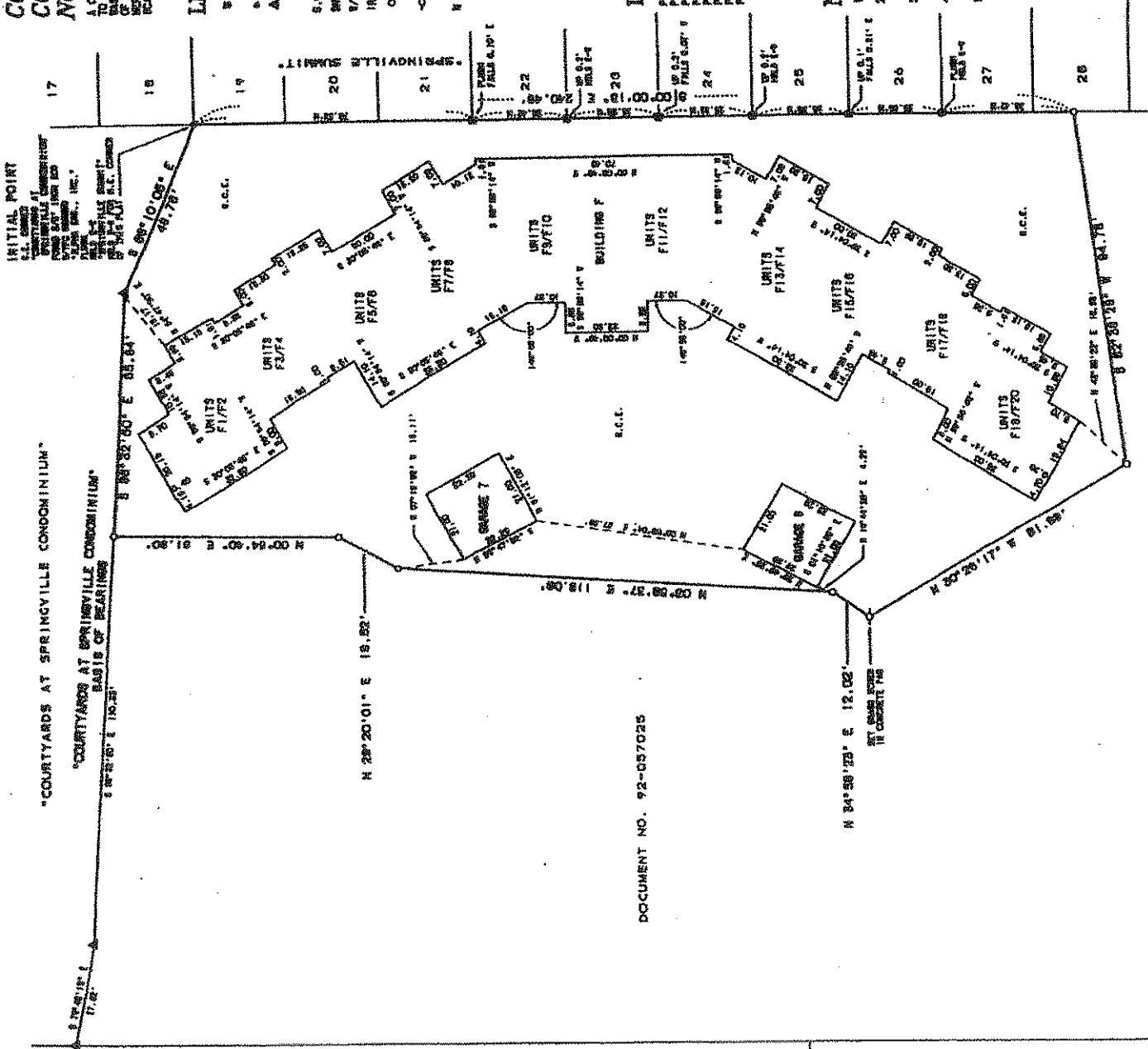
INDEX

- PAGE 1 - BOUNDARY / BUILDING LOCATION
- PAGE 2 - BUILDING F, GARAGE LEVEL
- PAGE 3 - BUILDING F, GARAGE LEVEL
- PAGE 4 - BUILDING F, FIRST FLOOR / GARAGES 7 AND 8
- PAGE 5 - BUILDING F, SECOND FLOOR / SECTION A-1
- PAGE 6 - BUILDING F, SECOND FLOOR / SECTION A-1
- PAGE 7 - SURVEYOR'S CERTIFICATE / DECLARATION
- PAGE 8 - ACKNOWLEDGMENT / APPROVALS

NOTES:

1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
2. BUILDING DIMENSIONS SHOWN ARE TO THE EXTERIOR FACE OF THE FOUNDATION.
3. TIES SHOWN TO BUILDINGS ARE TO THE EXTERIOR FACE OF THE FOUNDATION.
4. BOUNDARY DETERMINATION FOR SURVEY NUMBER 25484 AND THE PLAT OF "COURTYARDS AT SPRINGVILLE CONDOMINIUM"
5. THIS CONDOMINIUM PLAT IS SUBJECT TO A BLANCKET EASEMENT TO COLUMBIA CABLE OF OREGON, RECORDED IN DOCUMENT NO. 94010475, WASHINGTON COUNTY DEED RECORDS.

V.P. WELLS AND ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
400 N.E. TRASK STREET
PORTLAND, OREGON 97232
PHONE (503) 241-8888
FAX (503) 241-8880
FILE NO. CO-986 018



DOCUMENT NO. 92-057025

SCALE: 1" = 20'

DOCUMENT NO. 99-041920

COLLEGE PARK

RECORDED AS DOCUMENT NUMBER 2004191257
**COURTYARDS AT SPRINGVILLE
 CONDOMINIUM SUPPLEMENTAL PLA
 NO. 1: ANNEXATION OF STAGE 2**

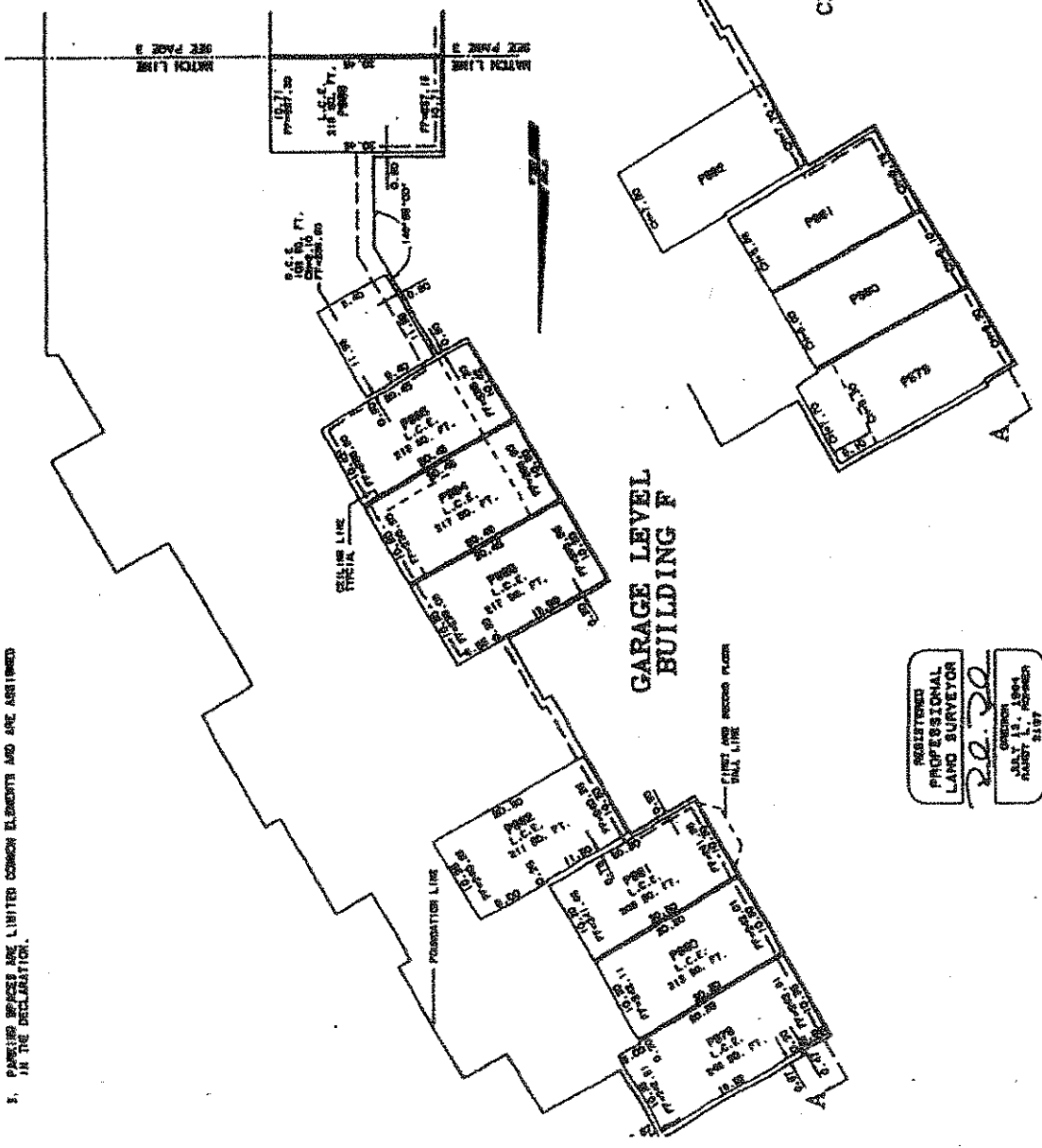
A CERTAIN PART OF A PORTION OF THE TRACT OF LAND AS CONVEYED TO SPRINGVILLE CONDOMINIUM, INC., IS SHOWN IN AN ATTACHED CHAPTER OF SECTION 18, CHAPTER 1, NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON, SEPTEMBER 21, 2004 SCALE: 1" = 10'

NOTES:

1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
2. EXTERIOR WALLS OF PARKING SPACES ARE 0.25' WIDE UNLESS NOTED OTHERWISE.
3. INTERIOR WALLS OF PARKING SPACES ARE 0.25' WIDE UNLESS NOTED OTHERWISE.
4. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY BENCHMARK NO. 194, ELEVATION=208.384, WASHINGTON COUNTY DATUM.
5. PARKING SPACES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IN THE DECLARATION.

LEGEND

- L.C.E. LIMITED COMMON ELEMENT
- CH CEILING HEIGHT
- FF FINISHED FLOOR ELEVATION
- SQ. FT. SQUARE FEET
- PS PARKING SPACE
- S.C.E. GENERAL COMMON ELEMENT



CEILING DETAIL
 SCALE: 1" = 10'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
R. D. D.
 OREGON
 No. 11, 1984
 EXPIRES 12-31-04

J. J. WELLS AND ASSOCIATES, INC.
 SURVEYING ENGINEERS & ARCHITECTS
 1000 N. W. 10TH STREET
 SUITE 100
 PORTLAND, OREGON 97227
 PHONE (503) 254-8800
 FAX (503) 254-8800
 FILE NO. 02-586 SITE

RECORDED AS DOCUMENT NUMBER 2004131257

**COURTYARDS AT SPRINGVILLE 2
CONDOMINIUM SUPPLEMENTAL PLAN
NO. 1: ANNEXATION OF STAGE 2**

A CONDOMINIUM PLAN OF A PORTION OF THAT TRACT OF LAND AS CONVEYED TO SPRINGVILLE ASSOCIATES, INC., ITS SUCCESSORS AND ASSIGNS, IN WASHINGTON COUNTY, MARYLAND, SITUATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLIAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF MARYLAND, WILLIAMSITE MAP 1, 0-10

SEPTEMBER 20, 2004

LEGEND

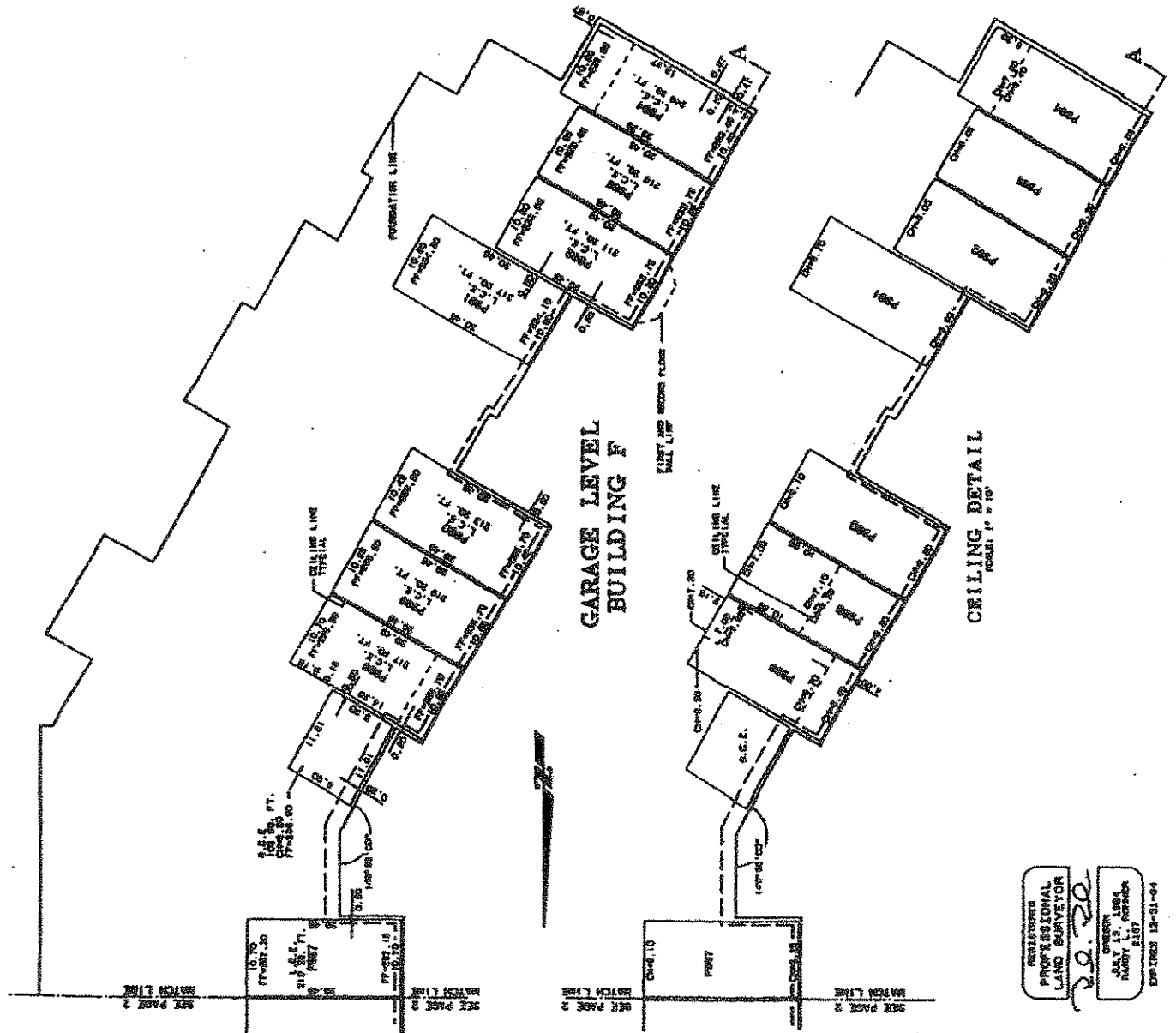
- L.C.E. LIMITED COMMON ELEMENT
- CH CEILING HEIGHT
- FF FINISHED FLOOR ELEVATION
- SQ. FT. SQUARE FEET
- PS PARKING SPACE
- S.C.E. GENERAL COMMON ELEMENT

NOTES:

1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
2. EXTERIOR WALLS OF PARKING SPACES ARE 0.25' WIDE UNLESS NOTED OTHERWISE.
3. INTERIOR WALLS OF PARKING SPACES ARE 0.39' WIDE UNLESS NOTED OTHERWISE.
4. FINISHED FLOOR ELEVATIONS BASED ON BENCHMARK POINT SURVEY MARK NO. 104, ELEVATION 1028.04M, WASHINGTON COUNTY BALTO.
5. PARKING SPACES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IF THE DECLARATION.



T.R. WELLS AND ASSOCIATES, INC.
SURVEYING AND ENGINEERING
2000 N.E. 10TH STREET
PORTLAND, OREGON 97232
PHONE (503) 251-1100
FAX (503) 251-1105
FILE NO. 20-2000 578



REGISTERED
PROFESSIONAL
LAND SURVEYOR
20.20
MARTIN L. ANDERSON
MARTIN L. ANDERSON
2107
EXPIRES 12-31-04

**COURTYARDS AT SPRINGVILLE 2
CONDOMINIUM SUPPLEMENTAL PLAN
NO. 1: ANNEXATION OF STAGE 2**

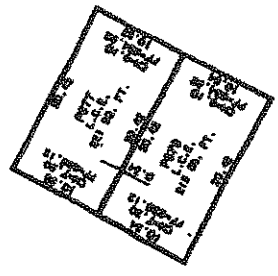
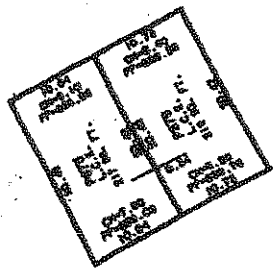
A CONCESSION PLAN OF A PORTION OF THAT TRACT OF LAND AS CONVEYED TO SPRINGVILLE ASSOCIATES, INC., IN DEED BOOK NO. 2003088, WASHINGTON COUNTY, MISSOURI, SITUATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF MISSOURI, BEING MORE OR LESS AS SHOWN ON SCALE 1" = 10' SUPERSEDING SR. 2004

LEGEND

- L.C.E. LIMITED COMMON ELEMENT
- CH CEILING HEIGHT
- FF FINISHED FLOOR ELEVATION
- SQ. FT. SQUARE FEET
- T₆ PARKING SPACE

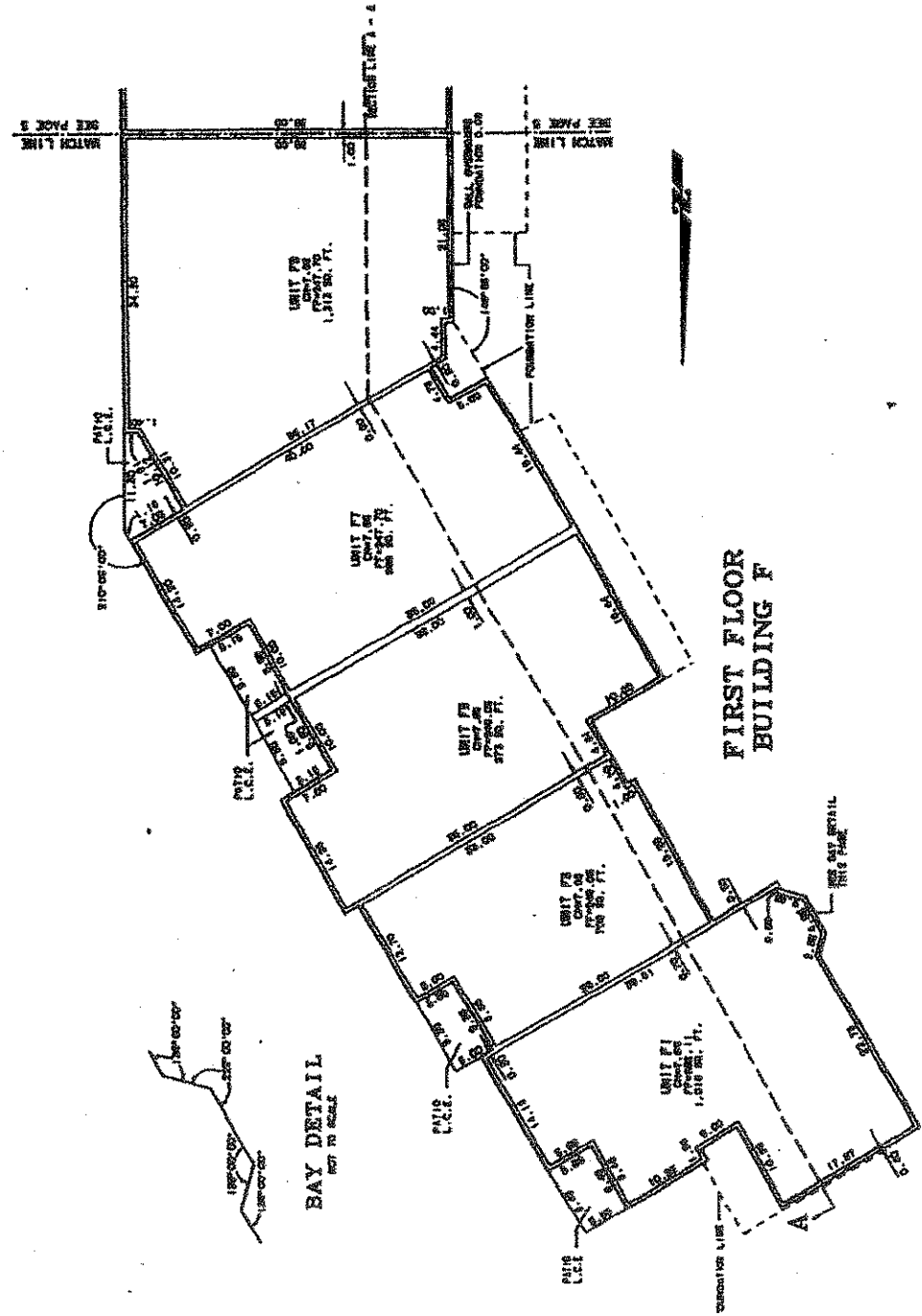
NOTES:

1. WALLS CORERS ARE PERIMETRICULAR UNLESS NOTED OTHERWISE.
2. EXTERIOR WALLS OF UNITS ARE 0.80' THICK.
3. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY BENCHMARK NO. 184, ELEVATION 289.284, WASHINGTON COUNTY MATH.
4. THE HORIZONTAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FACE OF FINISHED WALL TO FACE OF FINISHED WALL. THE VERTICAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FINISHED FLOOR TO FINISHED CEILING.
5. UNITS ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED TO THE UNIT THAT THEY ADJOIN. PARKING SPACES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IN THE DECLARATION.



REGISTERED PROFESSIONAL LAND SURVEYOR
20.20
ROBERT L. ADAMS
2157
EXPIRES 12-31-24

T.B. WELLS AND ASSOCIATES, INC.
1000 N. GARDEN STREET
ST. LOUIS, MISSOURI 63102
TEL: (314) 241-2200
FAX: (314) 241-2200
FILE NO. 00-2008 DTB



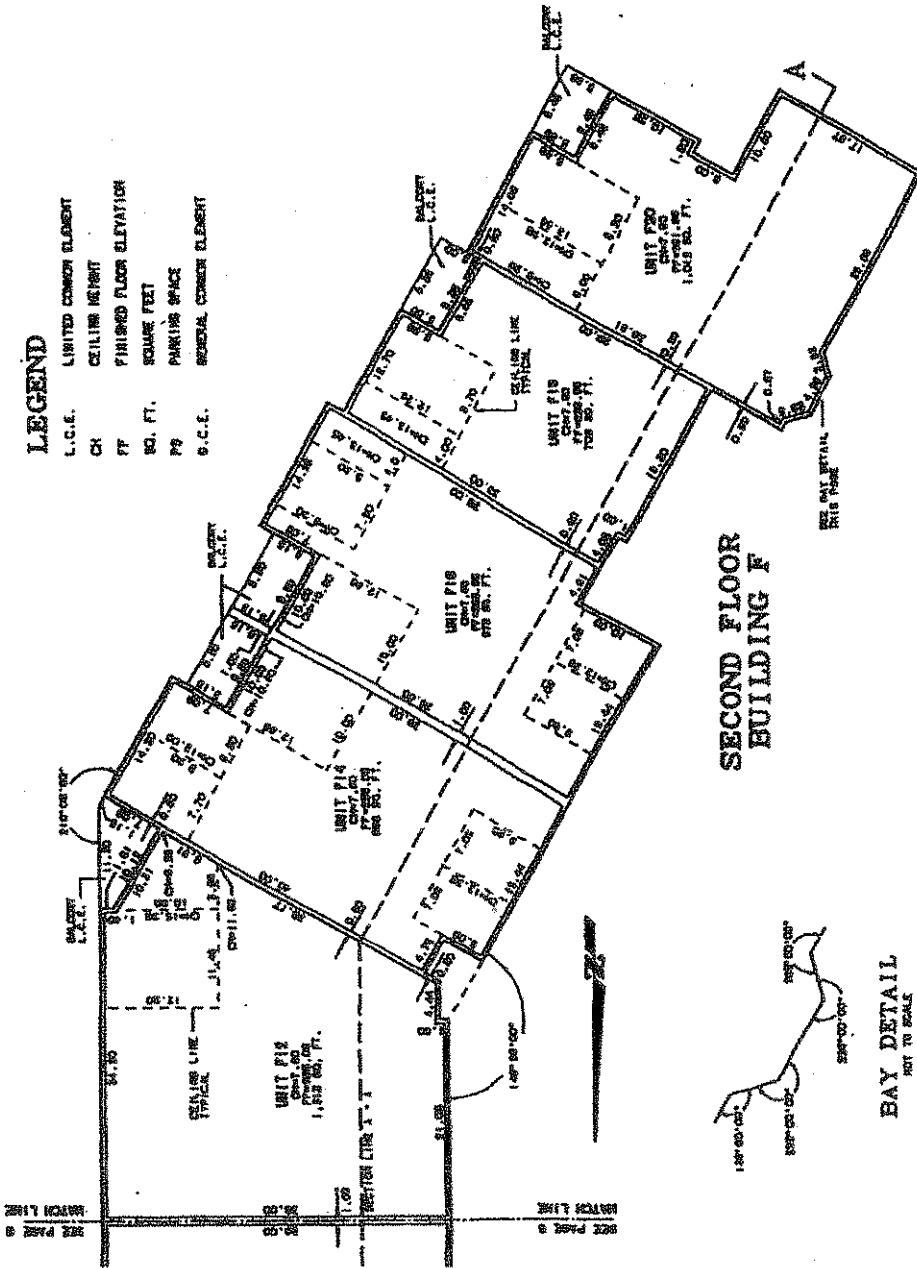
RECORDED AS DOCUMENT NUMBER 2004131257
COURTYARDS AT SPRINGVILLE
CONDOMINIUM SUPPLEMENTAL PLA
NO. 1: ANNEXATION OF STAGE 2

A CERTAIN PORTION OF A PORTION OF THAT TRACT OF LAND AS COMPREHENSIVELY DESCRIBED IN DOCUMENT NO. 2004131257, TO-WIT: THE ANNEXATION OF STAGE 2 OF THE CONDOMINIUM SUPPLEMENTAL PLA, SITUATED IN THE EAST-WEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON, SEPTEMBER 28, 2004. SCALE: 1" = 10'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 2020
 JAMES L. ANDERSON
 2157
 LICENSE 13-21-91

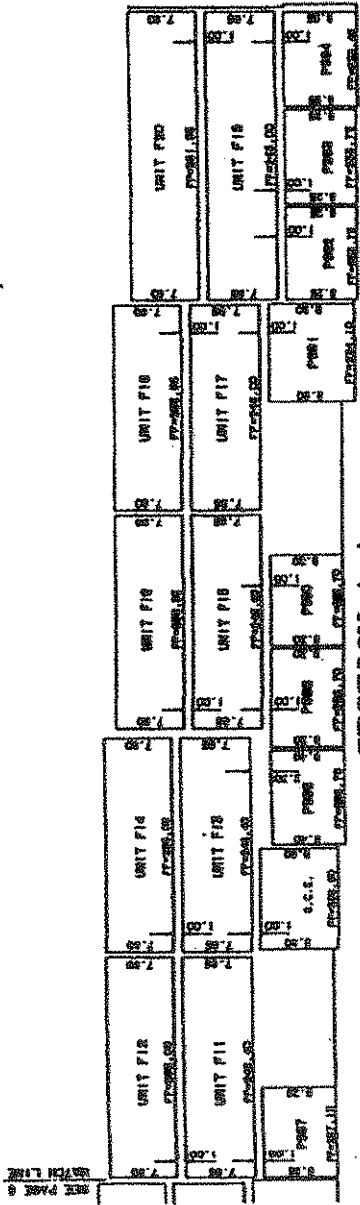
LEGEND

- L.C.E. LIMITED COMMON ELEMENT
- CK CEILING HEIGHT
- FF FINISHED FLOOR ELEVATION
- NO. FT. SQUARE FEET
- PG PARKING SPACE
- S.C.E. SEVERAL COMMON ELEMENT



SECOND FLOOR BUILDING F

BAY DETAIL
 NOT TO SCALE



SECTION A-A
 BUILDING F

NOTES:

1. BUILDING COMMONS ARE PERFORMICULAR UNLESS NOTED OTHERWISE.
2. EXTERIOR WALLS OF UNITS ARE 0.90" THICK, UNLESS NOTED OTHERWISE.
3. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY SURVEYOR NO. 184, ELEVATION 500.00, WASHINGTON COUNTY DATUM.
4. THE VERTICAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FACE OF FINISHED WALL TO FACE OF FINISHED CEILING. THE HORIZONTAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FINISHED FLOOR TO FINISHED CEILING.
5. BALCONIES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED TO THE UNITS THAT THEY ADJOIN.

J.S. KELLY AND ASSOCIATES, INC.
 ARCHITECTS
 1000 N. WASHINGTON ST., SUITE 100
 PORTLAND, OREGON 97227
 PHONE (503) 241-1111
 FAX (503) 241-1111



CONDOMINIUM PLAT BOOK 17, PAGE 34
 RECORDED AS DOCUMENT NUMBER 820519739

COURTYARDS AT SPRINGVILLE CONDOMINIUM

A CONDOMINIUM PLAT OF A PORTION OF THAT TRACT OF LAND AS CONVEYED TO SPRINGVILLE ASSOCIATES, INC., IN DOCUMENT NO. 820519739, WASHINGTON COUNTY DEED RECORDS, SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON, JANUARY 18, 2001

ROAD 64" IRON ROD
 IN CHAIN
 1/4" DIA.
 1/2" DIA.
 3/4" DIA.
 1" DIA.
 1 1/2" DIA.
 2" DIA.
 3" DIA.
 4" DIA.
 6" DIA.
 8" DIA.
 10" DIA.
 12" DIA.
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 82" DIA.
 84" DIA.
 86" DIA.
 88" DIA.
 90" DIA.
 92" DIA.
 94" DIA.
 96" DIA.
 98" DIA.
 100" DIA.

LEGEND

- FOUND MONUMENT AS SHOWN
- SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED "F.B. BELLS & ASSOC. INC." ON JANUARY 18, 2001
- GENERAL COMMON ELEMENT
- DATA PER DOCUMENT NO. 82048883, WASHINGTON COUNTY DEED RECORDS
- WITH YELLOW PLASTIC CAP
- PARKING SPACE
- SQ. FT.
- SQUARE FEET
- L.C.E. LIMITED COMMON ELEMENT

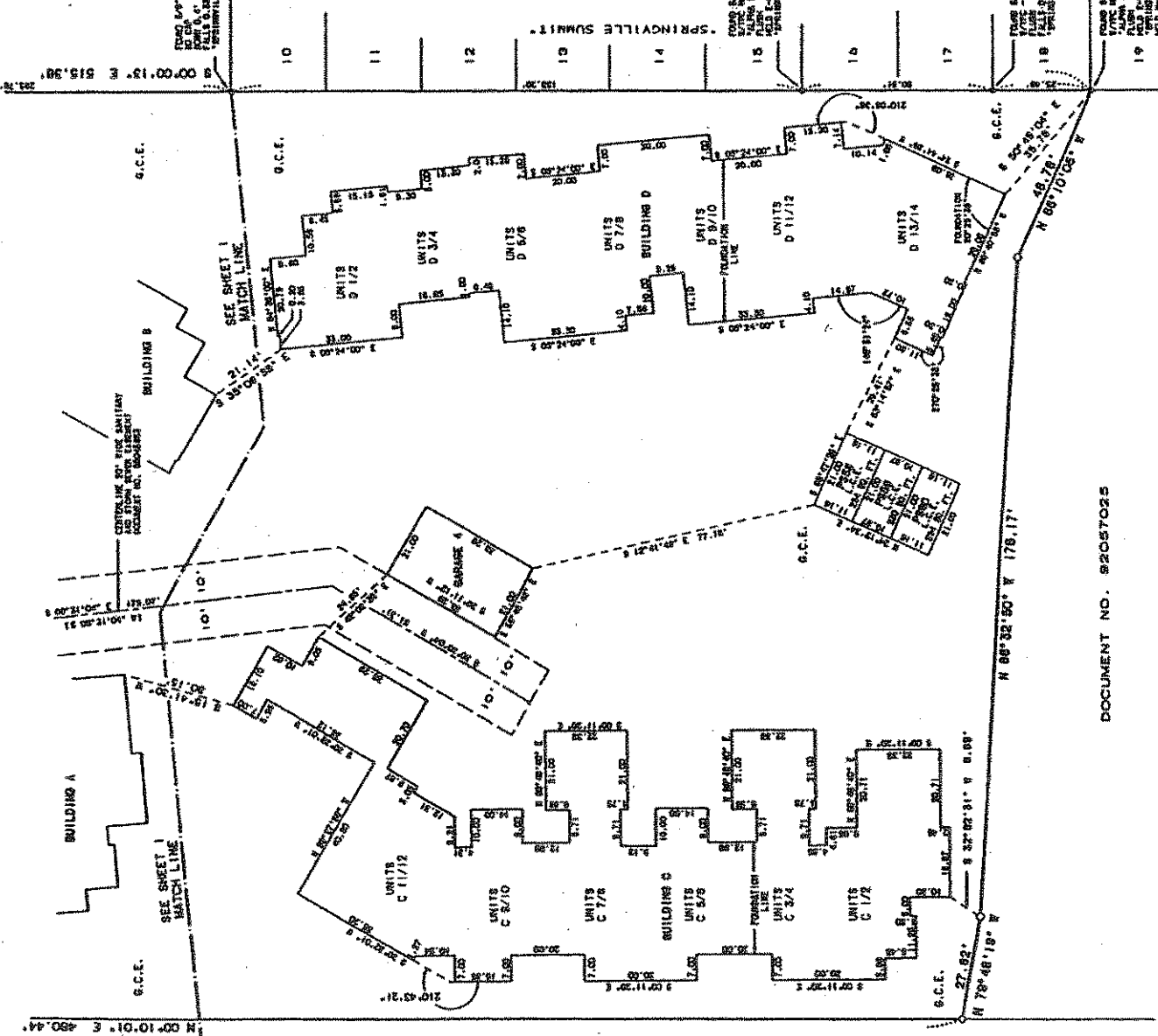
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 F.B. BELLS
 OREGON LICENSE
 NUMBER 2197
 EXPIRES 12-31-02

I HEREBY CERTIFY THIS TO BE THE TRUE AND CORRECT COPY OF THE ORIGINAL PLAT

NOTES:

1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
2. BUILDING DIMENSIONS SHOWN ARE TO THE EXTERIOR FACE OF THE FOUNDATION.
3. TIES SHOWN TO BUILDINGS ARE TO THE EXTERIOR FACE OF THE FOUNDATION.
4. THIS CONDOMINIUM IS SUBJECT TO A SLURRY EMBANKMENT TO COLUMBIA CREEK OF OREGON, RECORDED IN DOCUMENT NO. 94013373, WASHINGTON COUNTY DEED RECORDS.
5. IN THE DECLARATION, PARKING SPACES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED.

F.B. BELLS AND ASSOCIATES, INC.
 2330 N.E. FRANKLIN STREET
 PORTLAND, OREGON 97213
 PHONE (503) 284-2888
 FAX (503) 284-4350
 FILE NO. 00-268 01H



DOCUMENT NO. 820519739

DOCUMENT NO. 820519739

A CONDOMINIUM PLAT OF A PORTION OF THAT TRACT OF LAND AS CONVEYED TO SPRINGVILLE ASSOCIATES, INC., IN DOCUMENT NO. 2001059789, RECORDED AS DOCUMENT NUMBER 2001059789, SITUATED IN THE CITY AND COUNTY OF WASHINGTON COUNTY, OREGON, AND BEING PART OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON, JANUARY 19, 2001

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
R. R. ROSS
 1000 N. W. 10TH
 ASTORIA, OREGON 97103
 EXPIRES 12-31-03

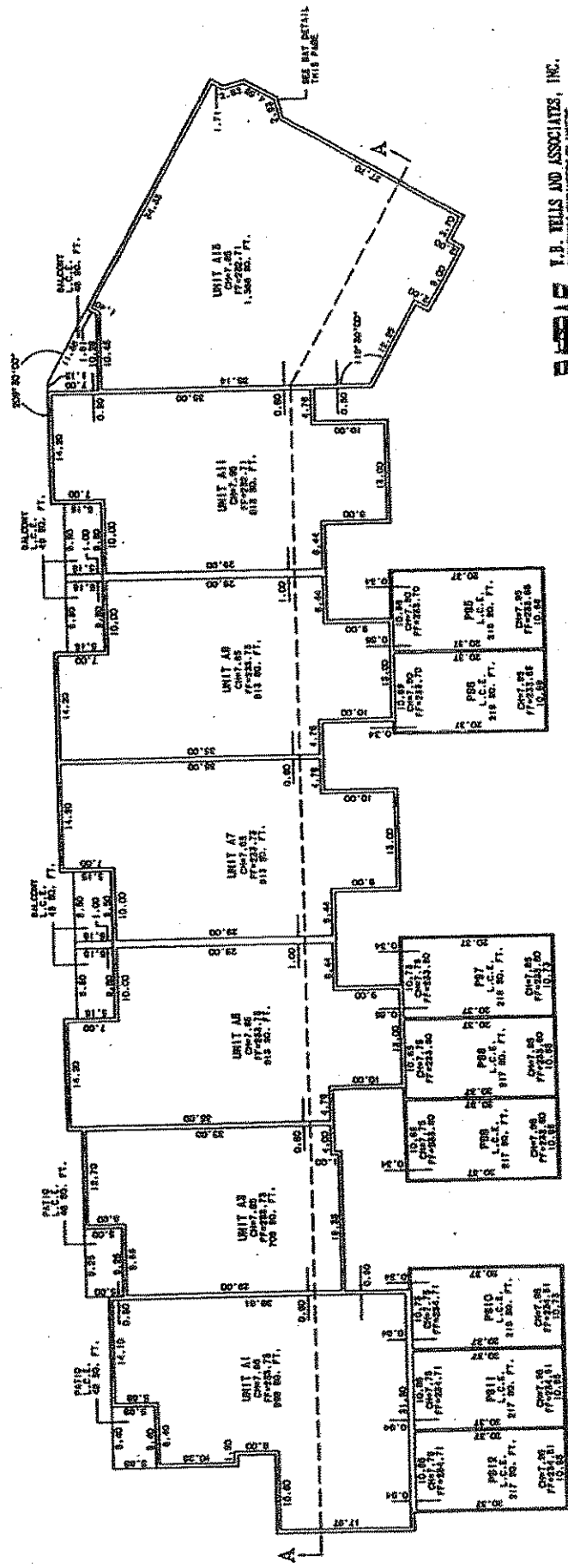
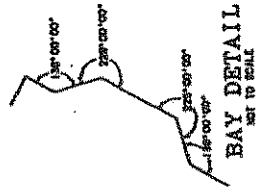
I HEREBY CERTIFY THIS TO
 BE A TRUE AND EXACT COPY
 OF THE ORIGINAL PLAT

NOTES:

1. BUILDING CONCRETE ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
2. EXTERIOR WALLS OF UNITS ARE 0.20' WIDE.
3. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY BENCHMARK NO. 184, ELEVATION 209.284, WASHINGTON COUNTY DATUM.
4. THE HORIZONTAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FACE OF FINISHED WALL TO FACE OF FINISHED WALL. THE VERTICAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FINISHED FLOOR TO FINISHED CEILING.
5. PARKING SPACES, PATIOS AND BALCONIES ARE LIMITED COMMON ELEMENTS AND ARE SHOWN IN THE DECLARATION.
6. EXTERIOR WALLS OF PARKING SPACES ARE 0.29' WIDE UNLESS NOTED OTHERWISE.
7. INTERIOR WALLS OF PARKING SPACES ARE 0.34' WIDE.

LEGEND

- L.C.E. LIMITED COMMON ELEMENT
- CH CEILING HEIGHT
- FF FINISHED FLOOR ELEVATION
- SO. FT. SQUARE FEET
- PS PARKING SPACE



J. B. WELLS AND ASSOCIATES, INC.
 ARCHITECTS/ENGINEERS/PLANNERS
 4320 N.E. FREMONT STREET
 PORTLAND, OREGON 97218
 PHONE (503) 254-3335
 FAX (503) 254-3335
 FILE NO. CP-208 07A

**FIRST FLOOR
 BUILDING A**

COURTYARDS AT SPRINGVILLE CONDOMINIUM

A CONDOMINIUM PLAT OF A PORTION OF THAT TRACT OF LAND AS CONVEYED TO SPRINGVILLE ASSOCIATES, INC. IN DOCUMENT NO. 2002059739, WASHINGTON COUNTY DEED RECORDS, SITUATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON. JANUARY 18, 2001. SCALE: 1" = 10'

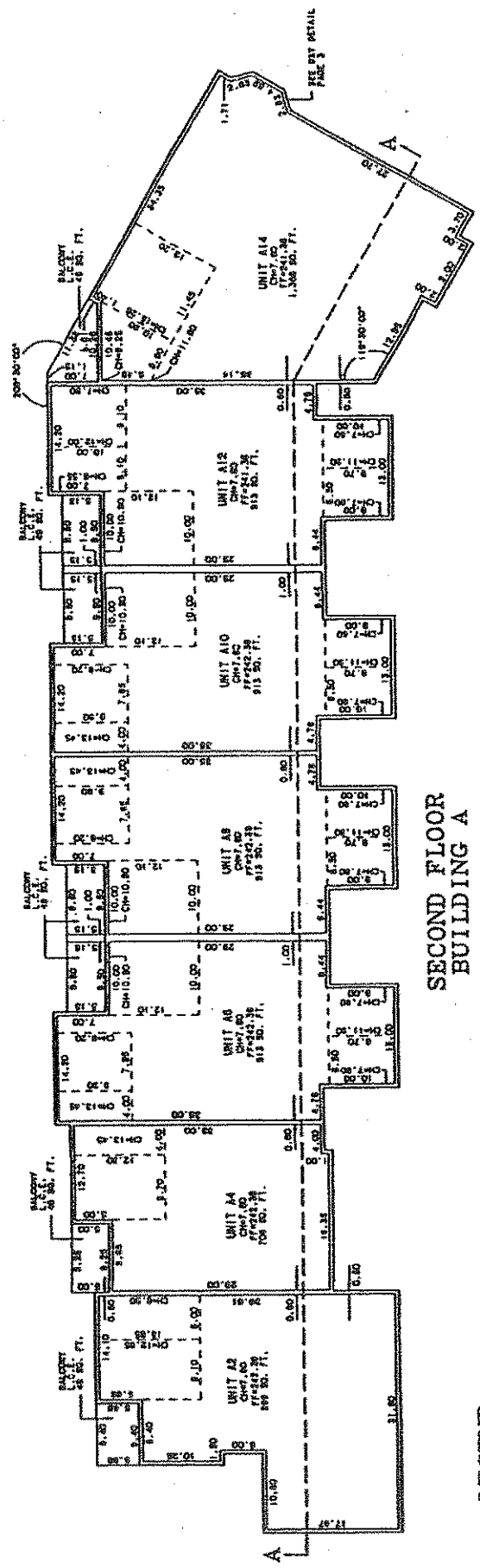
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 R. D. D.
 OREGON
 JULY 13, 1981
 RENEWED
 AUGUST 1, 2007
 EXPIRES 12-31-02

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT

- NOTES:**
1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
 2. EXTERIOR WALLS OF UNITS ARE 0.00' THICK.
 3. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY BENCHMARK NO. 1941, ELEVATION 209.254', WASHINGTON COUNTY DATUM.
 4. THE VERTICAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FACE OF FINISHED WALL TO FACE OF FINISHED WALL. THE VERTICAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FINISHED FLOOR TO FINISHED CEILING.
 5. BALCONIES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IN THE DECLARATION.

UNIT A2 FF-2452.28	UNIT A4 FF-2452.28	UNIT A6 FF-2452.28	UNIT A8 FF-2452.28	UNIT A10 FF-2452.28	UNIT A12 FF-2452.28	UNIT A14 FF-2452.28
UNIT A1 FF-2381.13	UNIT A3 FF-2381.13	UNIT A5 FF-2381.13	UNIT A7 FF-2381.13	UNIT A9 FF-2381.13	UNIT A11 FF-2381.13	UNIT A13 FF-2381.13

SECTION A-A BUILDING A



SECOND FLOOR BUILDING A

- LEGEND**
- L.C.E. LIMITED COMMON ELEMENT
 - CH CEILING HEIGHT
 - FF FINISHED FLOOR ELEVATION
 - SQ. FT. SQUARE FEET

T. B. TELLS AND ASSOCIATES, INC.
 2000 N. W. 10TH AVENUE, SUITE 200
 PORTLAND, OREGON 97213
 PHONE (503) 244-8888
 FAX (503) 244-8830
 FILE NO. 00-288 9TH

COURTYARDS AT SPRINGVILLE CONDOMINIUM

A CONDOMINIUM PLAT OF A PORTION OF THAT TRACT OF LAND AS CONVEYED TO SPRINGVILLE ASSOCIATES, INC., IN DOCUMENT NO. 2001059739, WASHINGTON COUNTY DEED RECORDS, SITUATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, BILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON, JANUARY 19, 2001
 SCALE: 1" = 10'

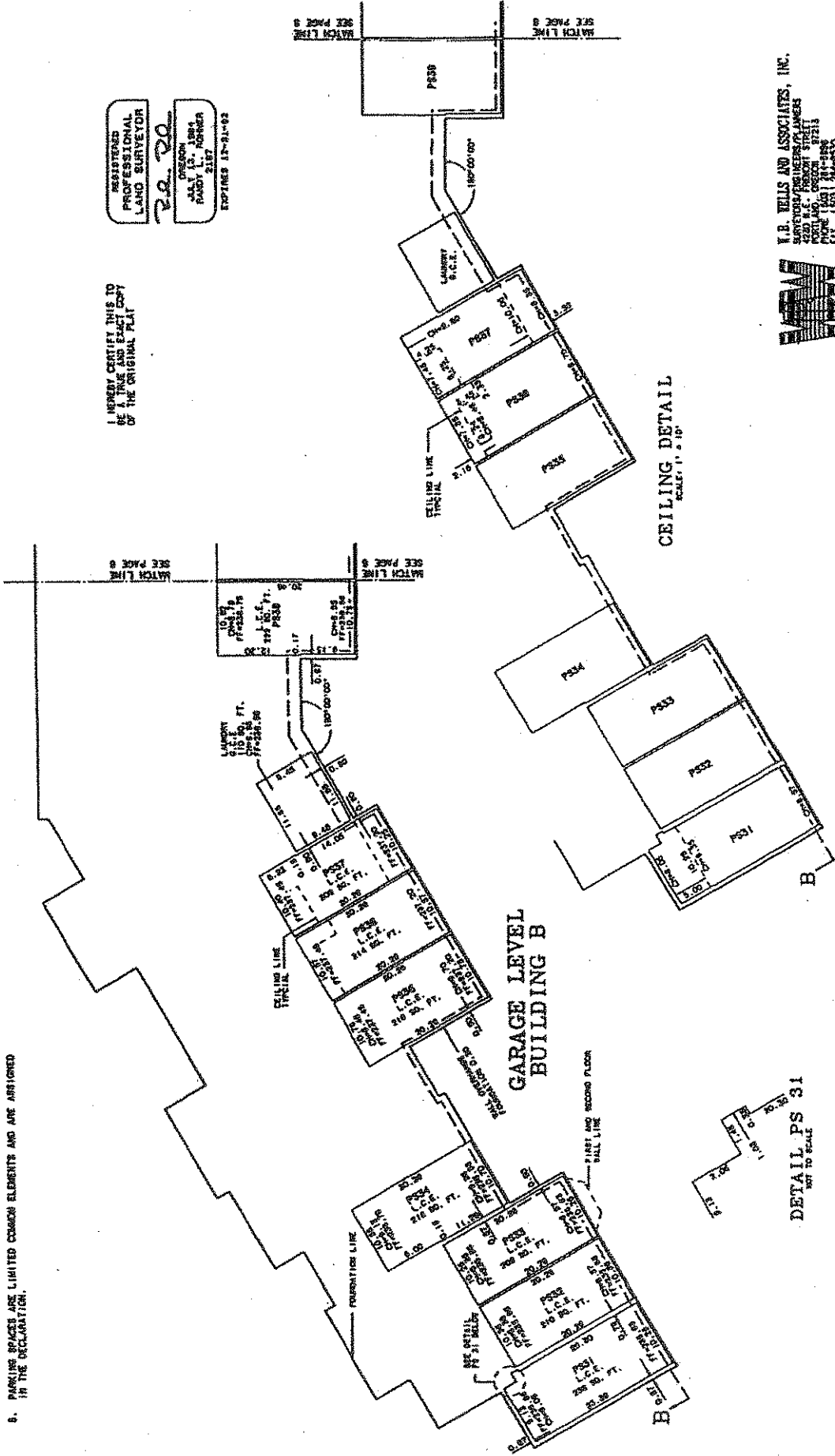
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
P.R. RO
 OREGON
 JULY 12, 1984
 BOARD 2187
 EXPIRES 12-31-02

I HEREBY CERTIFY THIS TO
 BE A TRUE AND EXACT COPY
 OF THE ORIGINAL PLAT

LEGEND

- L.C.E. LIMITED COMMON ELEMENT
- CH CEILING HEIGHT
- FF FINISHED FLOOR ELEVATION
- SO. FT. SQUARE FEET
- PS PARKING SPACE
- S.C.E. GENERAL COMMON ELEMENT

- ## NOTES:
1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
 2. EXTERIOR WALLS OF PARKING SPACES ARE 0.89' WIDE UNLESS NOTED OTHERWISE.
 3. INTERIOR WALLS OF PARKING SPACES ARE 0.39' WIDE UNLESS NOTED OTHERWISE.
 4. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY BENCHMARK NO. 194, ELEVATION=509.284, WASHINGTON COUNTY DATUM.
 5. PARKING SPACES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IN THE DECLARATION.



CEILING DETAIL
 SCALE: 1" = 10'

K.B. YELLS AND ASSOCIATES, INC.
 SURVEYORS/ENGINEERS/PLANNERS
 1000 N.W. 22ND AVENUE, SUITE 200
 PORTLAND, OREGON 97210
 PHONE (503) 244-3888
 FAX (503) 244-3830
 FILE NO. DC-286 D18

CONDOMINIUM PLAT BOOK LL, PAGE 38
 RECORDED AS DOCUMENT NUMBER 2021059739
COURTYARDS AT SPRINGVILLE
CONDOMINIUM

A CONDOMINIUM PLAT OF A PORTION OF THAT TRACT OF LAND AS CONVEYED TO SPRINGVILLE ASSOCIATES, INC., IN DOCUMENT NO. 2020202, WASHINGTON COUNTY DEED RECORDS, SITUATED IN THE NORTHWEST QUARTER SECTION 10, TOWNSHIP 35N, RANGE 12E, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON, JANUARY 19, 2001 SCALE: 1" = 10'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 JULY 15, 1984
 OREGON
 RAN07-2187
 EXPIRES 12-31-03
 D.R. JO

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT

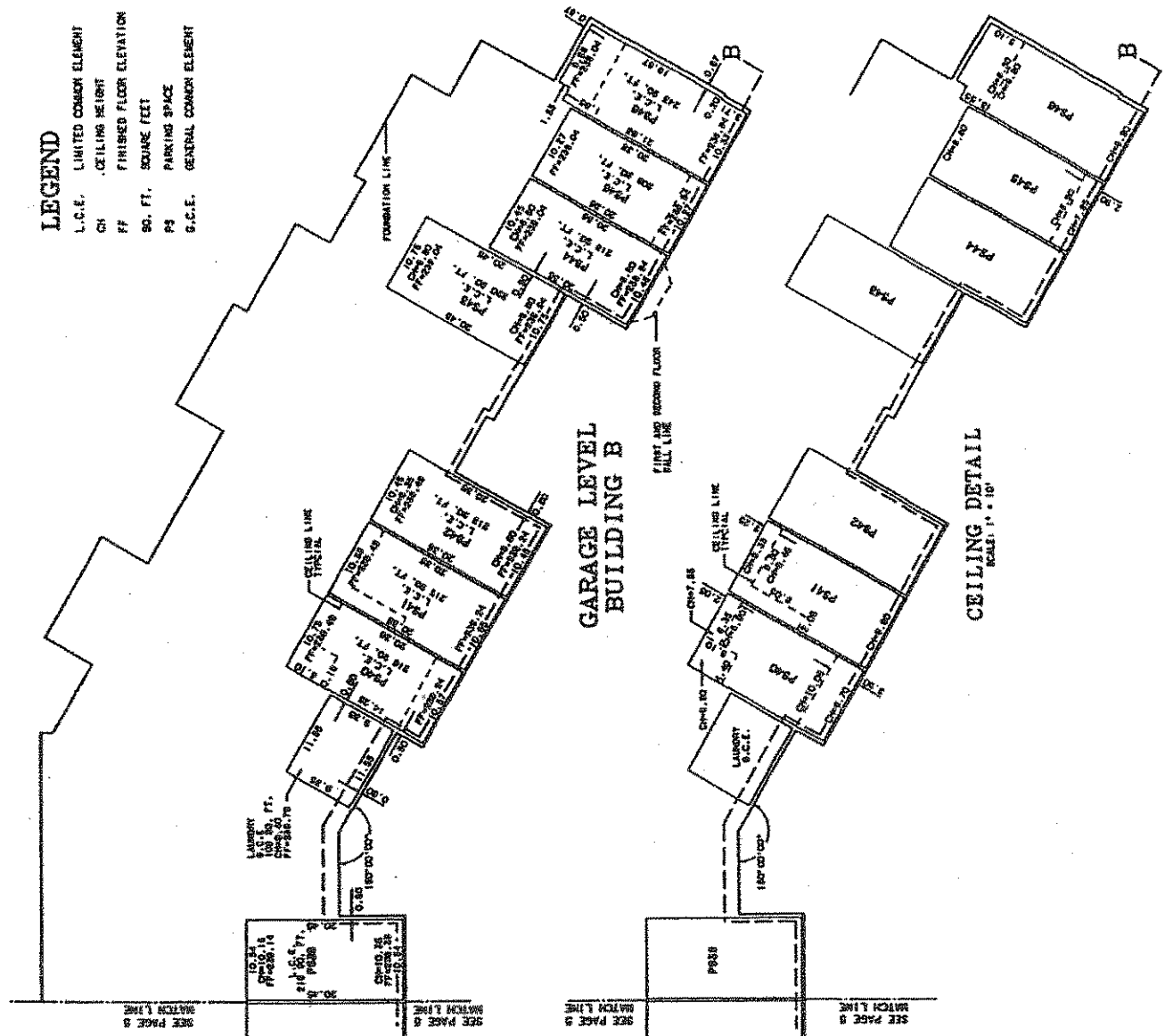
NOTES:

1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
2. EXTERIOR WALLS OF PARKING SPACES ARE 0.20' WIDE UNLESS NOTED OTHERWISE.
3. INTERIOR WALLS OF PARKING SPACES ARE 0.39' WIDE UNLESS NOTED OTHERWISE.
4. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY BENCHMARK NO. 194. ELEVATION 206.204, WASHINGTON COUNTY DATUM.
5. PARKING SPACES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IN THE DECLARATION.

J.B. WELLS AND ASSOCIATES, INC.
 4200 N.E. FREMONT STREET
 PORTLAND, OREGON 97211
 PHONE (503) 244-2885
 FAX (503) 244-9630
 FILE NO. 00-266 018

LEGEND

- L.C.E. LIMITED COMMON ELEMENT
- CH CEILING HEIGHT
- FF FINISHED FLOOR ELEVATION
- SD, FT. SQUARE FEET
- P3 PARKING SPACE
- S.C.E. GENERAL COMMON ELEMENT



COURTYARDS AT SPRINGVILLE CONDOMINIUM

A CONDOMINIUM PLAT OF A PORTION OF THAT TRACT OF LAND AS CONVEYED TO SPRINGVILLE ASSOCIATES, INC., BY DEED AND INSTRUMENT NO. 2001030001, BEING SECTION 10, TOWNSHIP 10 NORTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON, JANUARY 19, 2001 SCALE: 1" = 10'

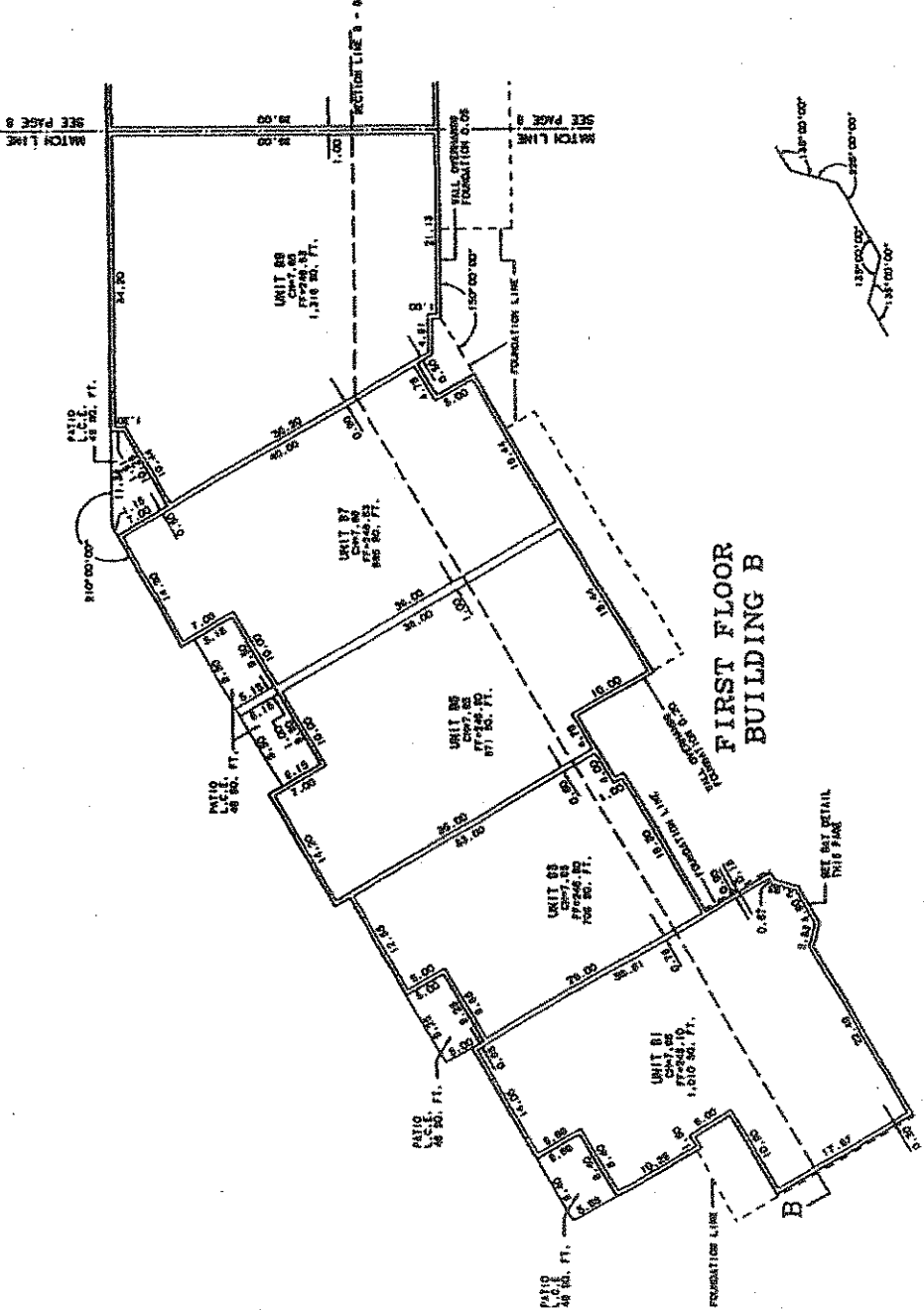
MAINTAINED
 PROFESSIONAL
 LAND SURVEYOR
 R. L. DO
 LICENSE NO. 1994
 RANDY L. ROSSER
 2107
 EXPIRES 12-31-08

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT

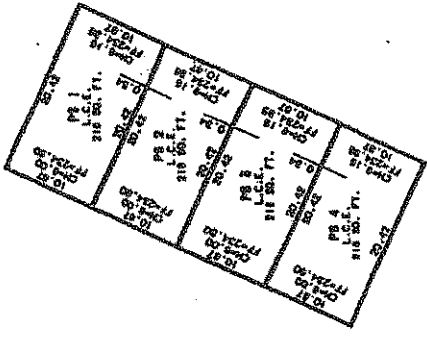
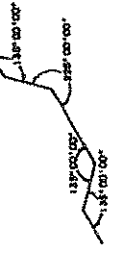
LEGEND

- L.C.E. LIMITED COMMON ELEMENT
- CH CEILING HEIGHT
- FF FINISHED FLOOR ELEVATION
- SO. FT. SQUARE FEET
- PS PARKING SPACE

- ### NOTES:
1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
 2. EXTERIOR WALLS OF UNITS ARE 0.80' WIDE, UNLESS NOTED OTHERWISE.
 3. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY BENCHMARK NO. 184, ELEVATION 308.284', WASHINGTON COUNTY DATUM.
 4. THE HORIZONTAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FACE OF FINISHED WALL TO FACE OF FINISHED WALL, THE VERTICAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FINISHED FLOOR TO FINISHED CEILING.
 5. PARKING SPACES AND PATIOS ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IN THE DECLARATION.



BAY DETAIL
 40' TO SCALE



Y. B. WELLS AND ASSOCIATES, INC.
 SURVEYING ENGINEERS & ARCHITECTS
 1250 N.E. FREIGHT STREET
 PORTLAND, OREGON 97213
 PHONE (503) 281-2625
 FAX (503) 281-2626
 FILE NO. 00-268 019

CONDOMINIUM PLAT BOOK 17, PAGE 50
 RECORDED AS DOCUMENT NUMBER 2001059739

COURTYARDS AT SPRINGVILLE CONDOMINIUM

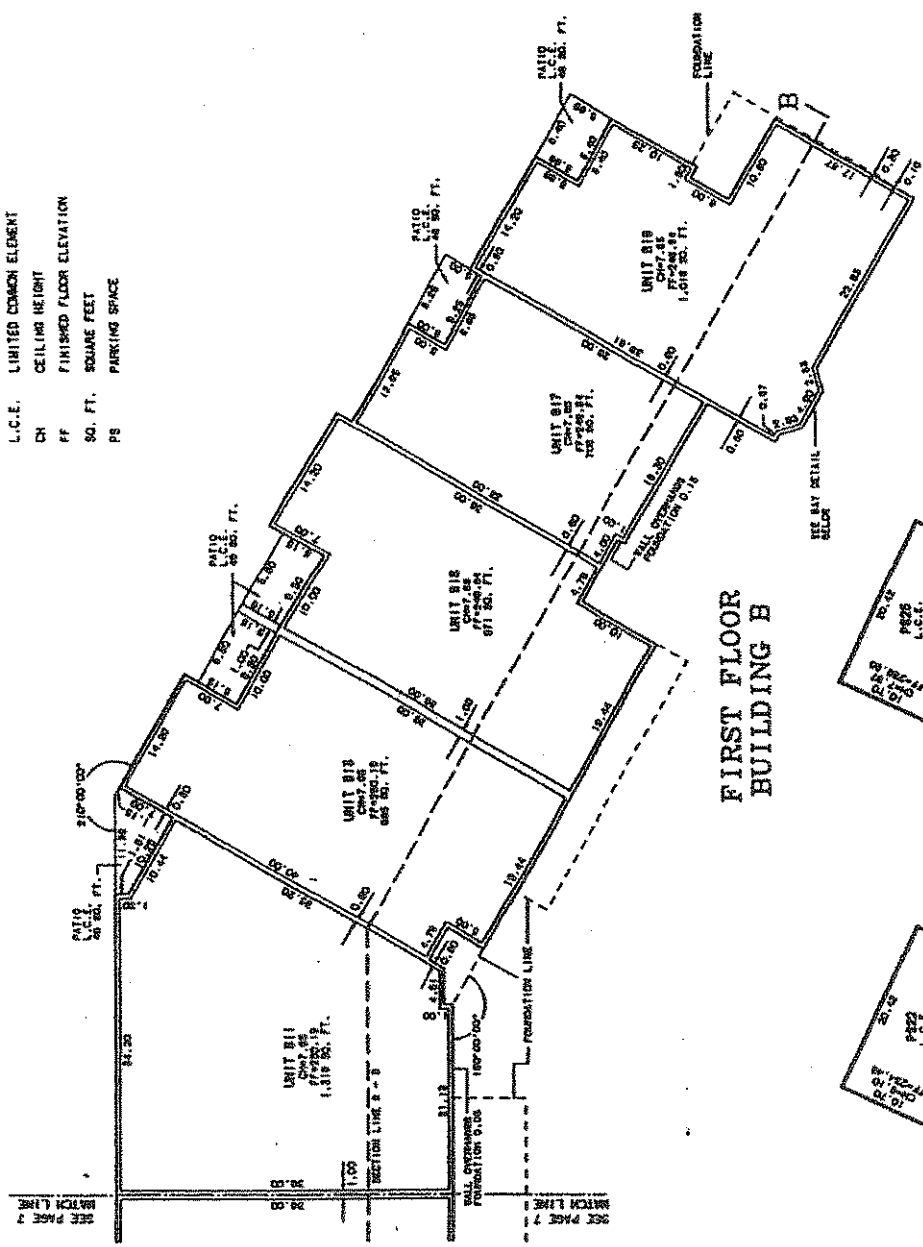
A CONDOMINIUM PLAN OF A PORTION OF THAT TRACT OF LAND AS CONVEYED TO WASHINGTON COUNTY, OREGON, BY DEED NO. 184, REGISTERED IN THE PUBLIC RECORDS OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON, JANUARY 18, 2001
 SCALE: 1" = 10'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 R.R. 26
 541 W. WASHINGTON
 KANBY, OREGON 97143
 503/257-2157
 EXPIRES 12-31-02

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAN

LEGEND

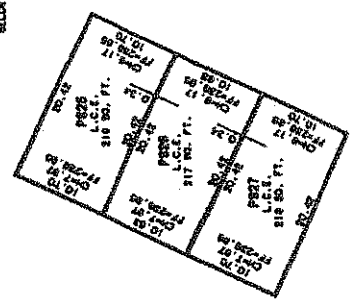
- L.C.E. LIMITED COMMON ELEMENT
- CH CEILING HEIGHT
- FF FINISHED FLOOR ELEVATION
- SO. FT. SQUARE FEET
- PS PARKING SPACE



FIRST FLOOR BUILDING B

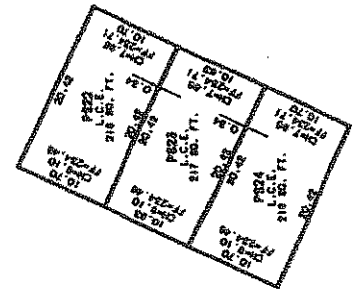


BAY DETAIL
 NOT TO SCALE



GARAGE 3

WALLS 0.25 THICK UNLESS NOTED OTHERWISE



GARAGE 2

WALLS 0.25 THICK UNLESS NOTED OTHERWISE

NOTES:

1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
2. EXTERIOR WALLS OF UNITS ARE 0.25" THICK.
3. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY SURVEY MARK NO. 184, ELEVATION 208.264, WASHINGTON COUNTY DATUM.
4. THE VERTICAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM THE FINISHED FLOOR TO THE FINISHED CEILING. INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FINISHED FLOOR TO FINISHED CEILING.
5. PARKING SPACES AND PATIOS ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IN THE DECLARATION.



T.R. WELLS AND ASSOCIATES, INC.
 ARCHITECTS/ENGINEERS/CADDERS
 450 W. W. PHELPS STREET
 PORTLAND, OREGON 97201
 PHONE (503) 254-6888
 FAX (503) 254-6850
 FILE NO. 00-288 07H

CONDOMINIUM PLAT BOOK 17, PAGE 41
 RECORDED AS DOCUMENT NUMBER 20201259739
COURTYARDS AT SPRINGVILLE
CONDOMINIUM

A CONDOMINIUM PLAT OF A PORTION OF THAT TRACT OF LAND AS CONVEYED TO SPRINGVILLE CONDOMINIUM, INC., IN DOCUMENT NO. 2020205, WASHINGTON COUNTY OREGON, BEING PLATS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 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990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

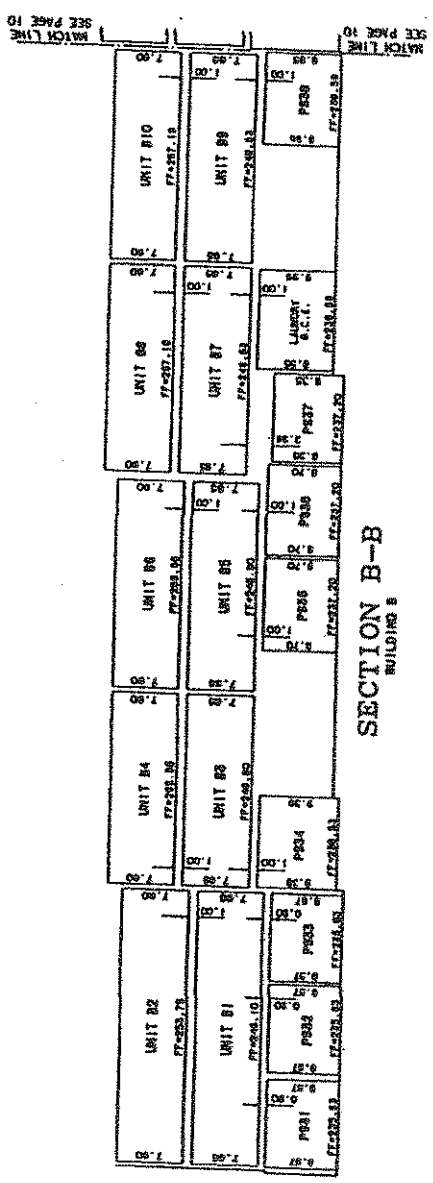
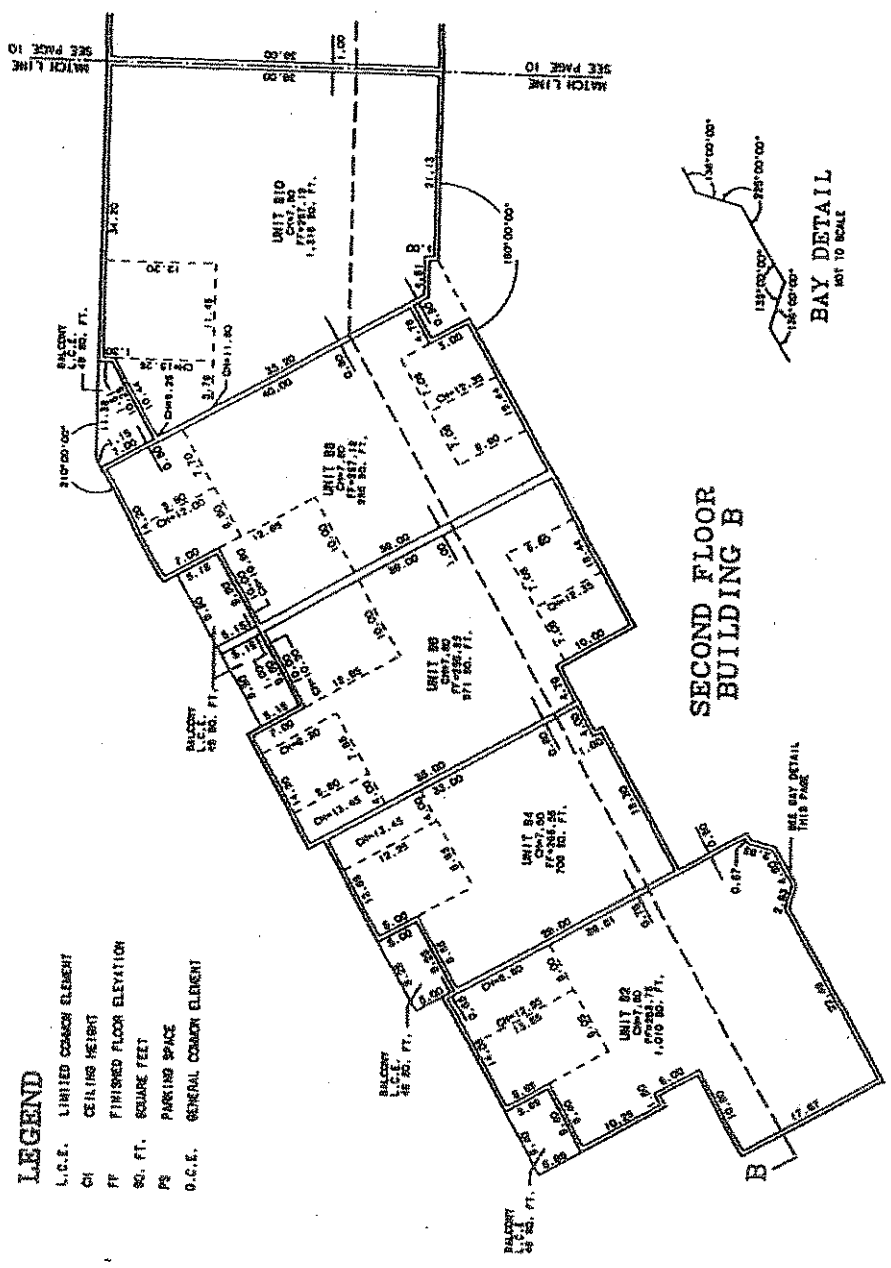
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 R. D. RO
 OREGON
 JULY 12, 1984
 COUNTY NO. 3137
 EXPIRES 12-31-82

PLEASE CERTIFY THIS TO
 BE TRUE AND EXACT COPY
 OF THE ORIGINAL PLAT

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 R. D. RO
 OREGON
 JULY 12, 1984
 COUNTY NO. 3137
 EXPIRES 12-31-82

- NOTES:**
1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
 2. EXTERIOR WALLS OF UNITS ARE 0.20' WIDE, UNLESS NOTED OTHERWISE.
 3. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY BENCHMARK NO. 184, ELEVATION=606.254, WASHINGTON COUNTY DATUM.
 4. THE HORIZONTAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM INTERIOR FINISHED WALL TO FACE OF FINISHED WALL. THE VERTICAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FINISHED FLOOR TO FINISHED CEILING.
 5. BALCONIES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IN THE DECLARATION.

I. B. WELLS AND ASSOCIATES, INC.
 SURVEYORS/ENGINEERS/ARCHITECTS
 4250 S.E. FRONT STREET
 PORTLAND, OREGON 97213
 PHONE (503) 244-4400
 FAX (503) 244-4405
 FILE NO. CD-268 278

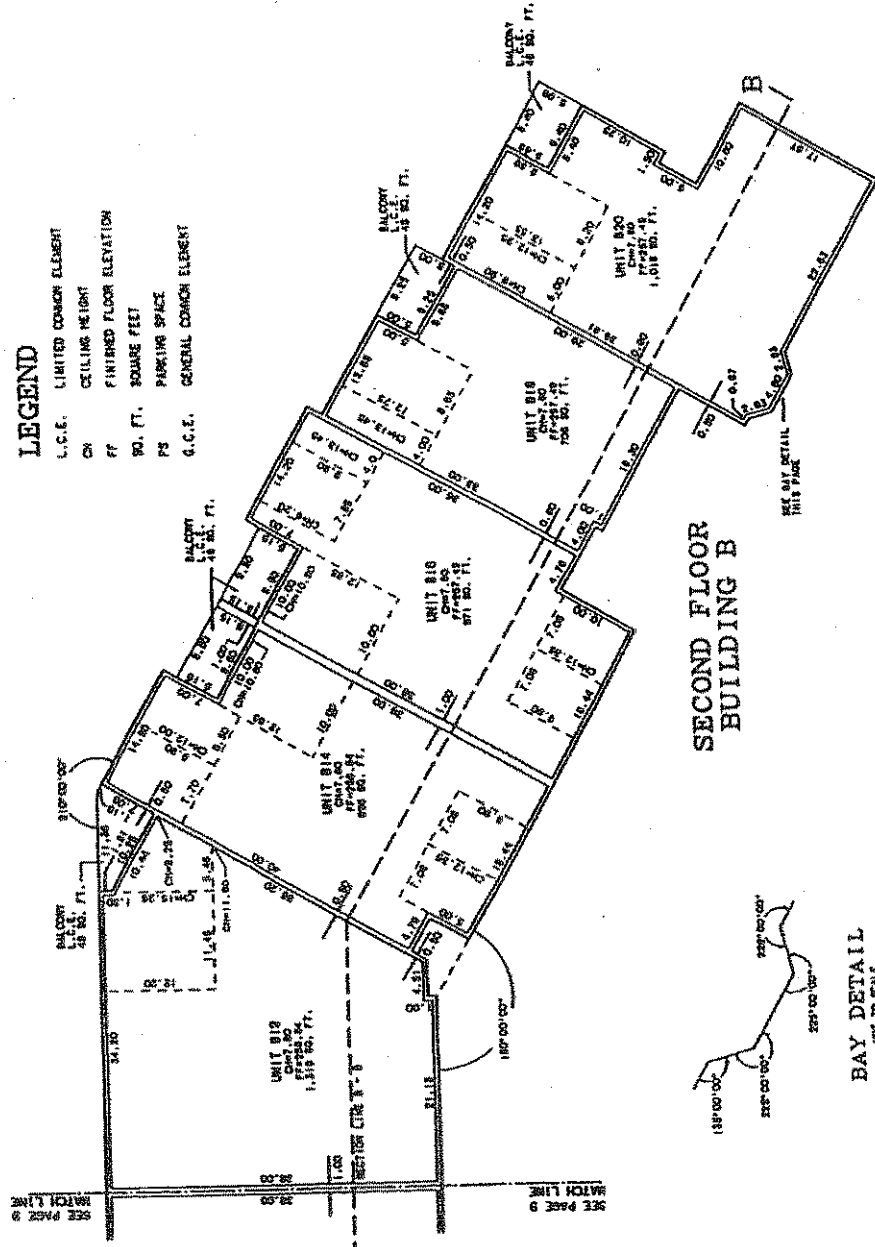


A CONDOMINIUM PLAT OF A PORTION OF THAT TRACT OF LAND AS CONVEYED TO SPRINGVILLE ASSOCIATES, INC., IN DOCUMENT NO. 2001457789, WASHINGTON COUNTY DEED RECORDS, SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON, JANUARY 18, 2001. SCALE: 1" = 10'

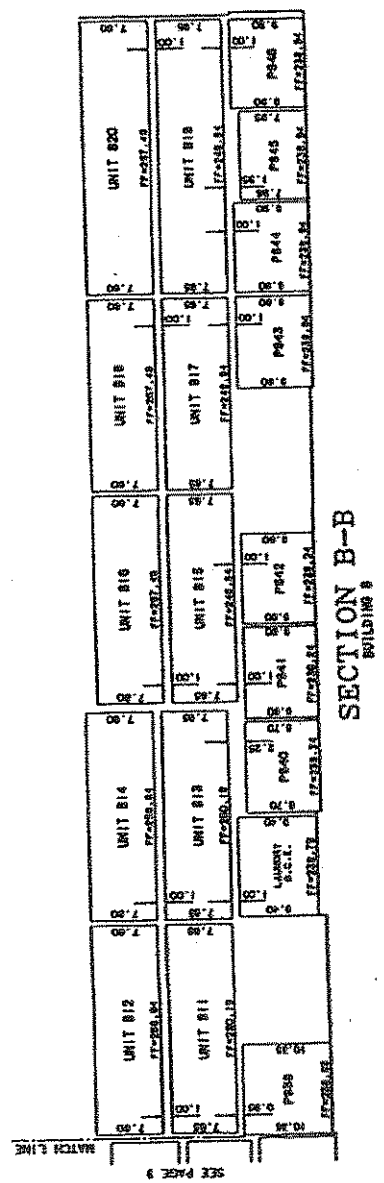
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
P.O. 20
 OREGON
 JULY 12, 1984
 LICENSE NO. 2187
 EXPIRES 12-31-08

I HEREBY CERTIFY THIS TO
 BE A TRUE AND EXACT COPY
 OF THE ORIGINAL PLAT

- LEGEND**
- L.C.E. LIMITED COMMON ELEMENT
 - CH CEILING HEIGHT
 - FF FINISHED FLOOR ELEVATION
 - SO. FT. SQUARE FEET
 - PS PARKING SPACE
 - G.C.E. GENERAL COMMON ELEMENT



- NOTES:**
1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
 2. EXTERIOR WALLS OF UNITS ARE 0.20' THICK.
 3. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY BENCHMARK NO. 184, ELEVATION 255.254, WASHINGTON COUNTY DATUM.
 4. THE HORIZONTAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FACE OF FINISHED WALL TO FACE OF FINISHED WALL. THE VERTICAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FINISHED FLOOR TO FINISHED CEILING.
 5. BALCONIES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IN THE DECLARATION.



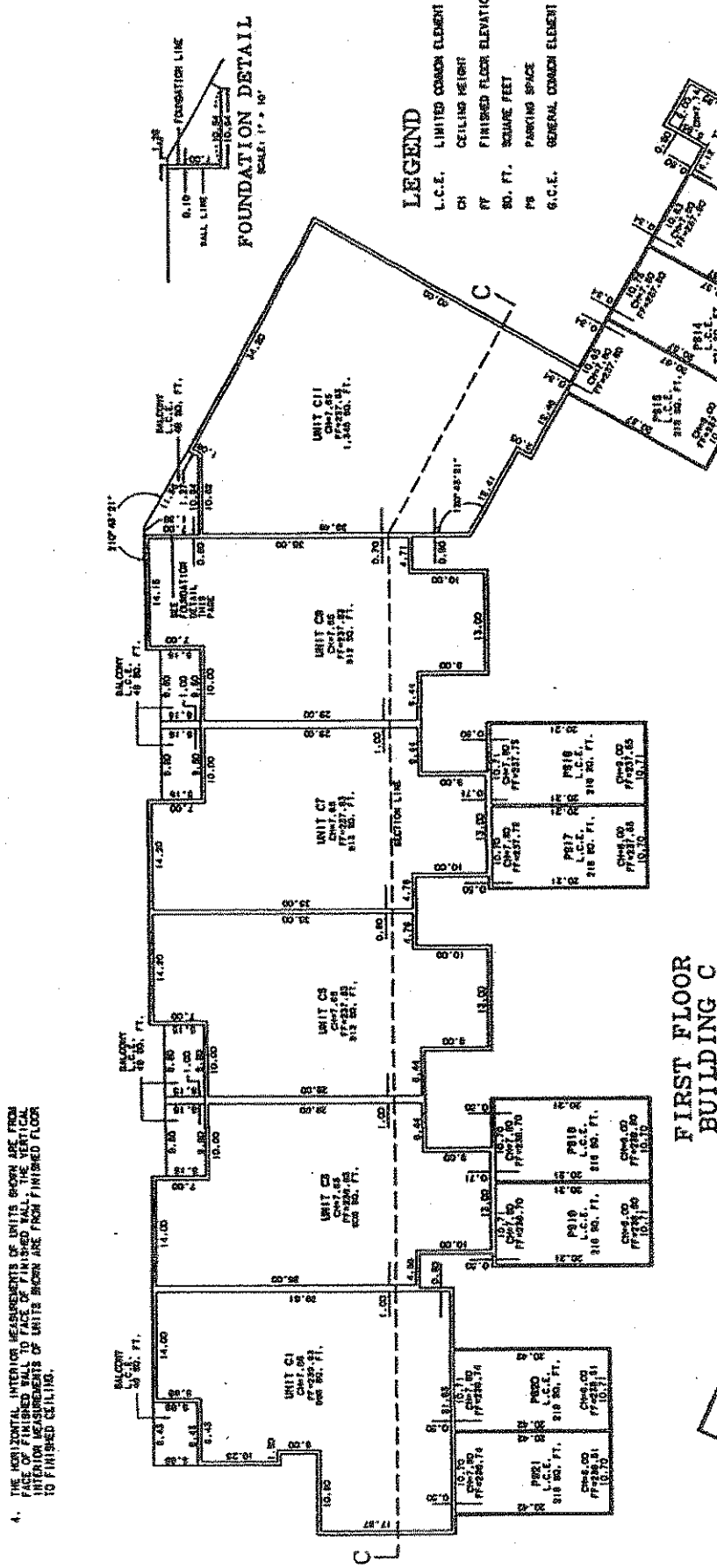
J. D. WELLS AND ASSOCIATES, INC.
 2235 W. WASHINGTON STREET
 PORTLAND, OREGON 97133
 PHONE (503) 344-4825
 FAX (503) 344-4825
 FILE NO. CO-268 DIN

COURTYARDS AT SPRINGVILLE CONDOMINIUM

A PORTION OF A TRACT OF LAND AS CONVEYED TO SPRINGVILLE ASSOCIATES, INC., IN DECLARATION NO. 2002005 OF WASHINGTON COUNTY DEED RECORDS, SITUATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON, JANUARY 19, 2001
 SCALE: 1" = 10'

NOTES:

1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
2. EXTERIOR WALLS OF UNITS ARE 0.50' WIDE, UNLESS NOTED OTHERWISE.
3. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY DATUM.
4. THE HORIZONTAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FACE OF FINISHED WALL TO FACE OF FINISHED WALL OR FROM FINISHED FLOOR TO FINISHED CEILING.
5. PARKING SPACES AND BALCONIES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IN THE DECLARATION.
6. EXTERIOR WALLS OF PARKING SPACES ARE 0.20' WIDE UNLESS NOTED OTHERWISE.
7. INTERIOR WALLS OF PARKING SPACES ARE 0.34' WIDE.



LEGEND

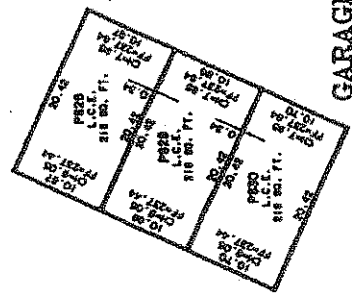
- L.C.E. LIMITED COMMON ELEMENT
- CH CEILING HEIGHT
- FF FINISHED FLOOR ELEVATION
- SQ. FT. SQUARE FEET
- PS PARKING SPACE
- G.C.E. GENERAL COMMON ELEMENT

FIRST FLOOR
 BUILDING C

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 R. A. RO
 RANDY L. ROSS
 RANDY L. ROSS
 2187
 EXPIRES 12-31-02

I HEREBY CERTIFY THIS TO
 BE A TRUE AND EXACT COPY
 OF THE ORIGINAL PLAT

I. P. TELLS AND ASSOCIATES, INC.
 10000 N. WASHINGTON STREET
 PORTLAND, OREGON 97213
 PHONE (503) 241-2555
 FAX (503) 241-5533
 FILE NO. 00-288
 PAGE 11 OF 16



GARAGE 4

WALLS 0.25' WIDE UNLESS NOTED OTHERWISE

CONDOMINIUM PLAN BOOK 17, PAGE 46
 RECORDED AS DOCUMENT NUMBER 200202079797
**COURTYARDS AT SPRINGVILLE
 CONDOMINIUM**

A CONDOMINIUM PLAN OF THAT TRACT OF LAND AS CONVEYED TO SPRINGVILLE ASSOCIATES, INC., IN DOCUMENT NO. 200202079797, WASHINGTON COUNTY DEED RECORDS, BOOK 10, PAGE 10, QUARTER SECTION 10, T32N, R12E, WASHINGTON COUNTY, STATE OF OREGON, SCALE: 1" = 10', JANUARY 19, 2001

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 R. L. ROSS
 OREGON
 JULY 12, 1984
 RANDY L. ROSSER
 2157
 EXPIRES 12-31-02

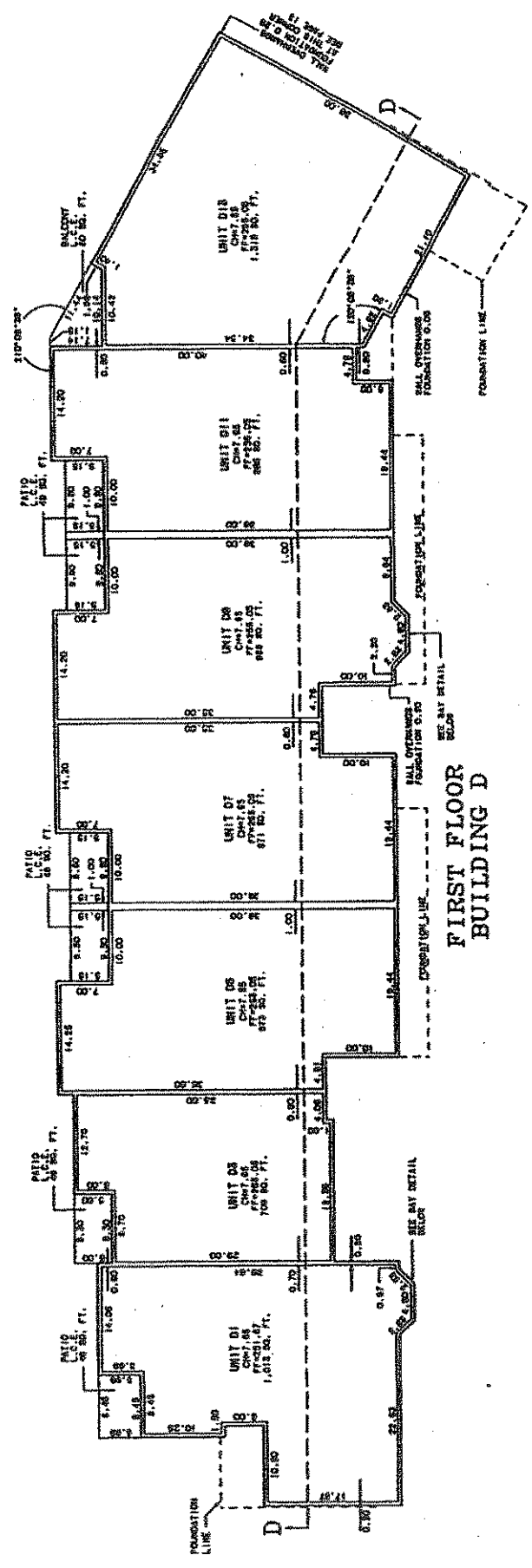
I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL PLAN

NOTES:

1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
2. EXTERIOR WALLS OF UNITS ARE 0.60' THICK, UNLESS NOTED OTHERWISE.
3. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY BENCHMARK NO. 184, ELEVATION=551.284, WASHINGTON COUNTY DATA.
4. THE HORIZONTAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM THE FACE OF FINISHED WALL TO FACE OF FINISHED WALL. THE VERTICAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FINISHED FLOOR TO FINISHED CEILING.
5. PATIOS AND BALCONIES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IN THE DECLARATION.

LEGEND

- L.C.E. LIMITED COMMON ELEMENT
- CH CEILING HEIGHT
- FF FINISHED FLOOR ELEVATION
- 90. FT. SQUARE FEET



**FIRST FLOOR
 BUILDING D**

Y. B. TALLS AND ASSOCIATES, INC.
 SURVEYORS/ENGINEERS/ARCHITECTS
 4203 N.E. FRONT STREET
 PORTLAND, OREGON 97218
 PHONE (503) 754-2300
 FAX (503) 254-2530
 FILE NO. 00-285 918



18" x 24" OVERALL
 1/8" = 1'-0" OVERALL
 SEE BAY DETAIL BELOW
 BAY DETAIL 18" x 24" OVERALL
 1/8" = 1'-0" OVERALL

CONDOMINIUM PLAT BOOK 17, PAGE 417
 RECORDED AS DOCUMENT NUMBER 200104579799

COURTYARDS AT SPRINGVILLE CONDOMINIUM

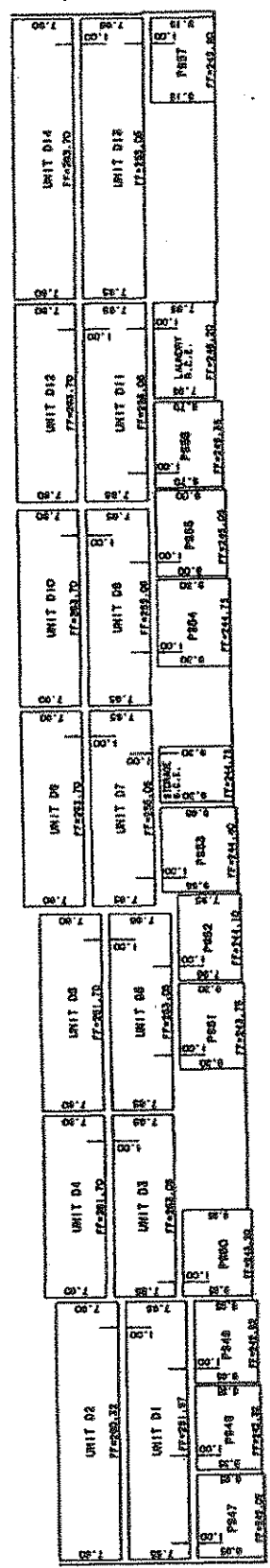
A CONDOMINIUM PLAT OF A PORTION OF THAT TRACT OF LAND AS CONVEYED TO SPRINGVILLE ASSOCIATED, INC., IN ACCORDANCE WITH THE INSTRUMENT QUANTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, STATE OF OREGON.
 SCALE: 1" = 10'
 JANUARY 19, 2001

NOTES:

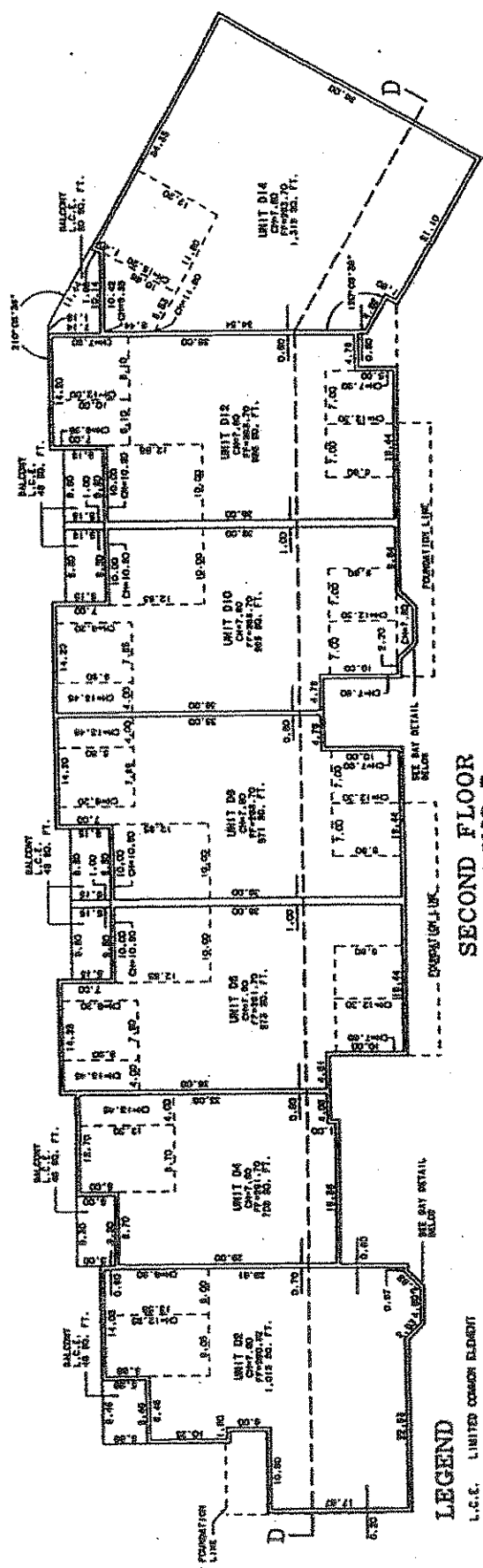
1. BUILDING CORNERS ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
2. EXTERIOR WALLS OF UNITS ARE 0.30' WIDE, UNLESS NOTED OTHERWISE.
3. FINISHED FLOOR ELEVATIONS BASED ON WASHINGTON COUNTY BENCHMARK NO. 184, ELEVATION 208.284, WASHINGTON COUNTY DATUM.
4. THE HORIZONTAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FACE OF FINISHED WALL TO FACE OF FINISHED WALL, THE VERTICAL INTERIOR MEASUREMENTS OF UNITS SHOWN ARE FROM FINISHED FLOOR TO FINISHED CEILING.
5. BALCONIES ARE LIMITED COMMON ELEMENTS AND ARE ASSIGNED IN THE DECLARATION.

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
 R.D. RO
 OREGON
 JULY 13, 1981
 RANDY L. ROSSER
 EXPIRES 12-31-02



SECTION D-D BUILDING 2

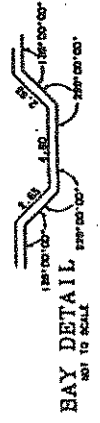


LEGEND

- L.C.E. LIMITED COMMON ELEMENT
- CN CEILING HEIGHT
- FF FINISHED FLOOR ELEVATION
- SQ. FT. SQUARE FEET
- PS PARKING SPACE
- G.C.E. GENERAL COMMON ELEMENT

SECOND FLOOR BUILDING D

I.R. WELLS AND ASSOCIATES, INC.
 ARCHITECTS/ENGINEERS/PLANNERS
 200 N.W. FRONT STREET
 PORTLAND, OREGON 97213
 PHONE 503.255.1800
 FAX 503.255.1800
 FILE NO. 00-298 DTW
 PAGE 15 OF 16



CC&R'S