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### DECLARATION SUBMITTING TIGARD WOODS, A CONDOMINIUM COMMUNITY TO CONDOMINIUM OWNESHIP

SPRUCE TERRACE ASSOCIATES, LLC an Oregon Limited Liability Company

"DECLARANT"

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## DECLARATION SUBMITTING TIGARD WOODS, A CONDOMINIUM COMMUNITY TO CONDOMINIUM OWNERSHIP

THIS DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 25<sup>th</sup> day of October, 2000, by SPRUCE TERRACE ASSOCIATES, LLC, an Oregon limited liability company ("Declarant").

Declarant proposes to create a condominium to be known as Tigard Woods, A Condominium Community, which will be located in the City of Tigard, Washington County, Oregon. The purpose of this Declaration is to submit the property described on Exhibit A attached hereto to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

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

### ARTICLE I DEFINITION

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

- 1.1 "<u>Association</u>" means the association of unit owners established pursuant to Article 14 below.
- 1.2 <u>"Bylaws"</u> means the Bylaws of the Association of Unit Owners of Tigard Woods, A Condominium Community adopted pursuant to Section 14.4 below as the same may be amended from time to time.
- 1.3 <u>"Condominium"</u> means all of that property submitted to the condominium form of ownership by this Declaration.
- 1.4 <u>"Declarant"</u> means Spruce Terrace Associates, LLC, an Oregon limited liability company, and its successors and assigns.
  - 1.5 "Declaration" means this Declaration as the same may hereafter be amended.
- 1.6 <u>"Eligible Mortgage Insurer or Guarantor"</u> means an insurer or governmental guarantor of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below.
- 1.7 <u>"Eligible Mortgage Holder"</u> means a holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below, but shall not include a contract vendor.

- "Mortgage" and "Mortgagee" mean, respectively, a recorded mortgage, trust deed or 1.8 contract of sale which creates a lien against a unit, and the holder, beneficiary or vendor of such a mortgage, trust deed or contract of sale.
- "Plat" means the plat of Tigard Woods, A Condominium Community recorded simultaneously with the recording of this Declaration.
- Incorporation by Reference. Except as otherwise provided in this 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 STATUTE

The property submitted to the Oregon Condominium Act by this Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The land submitted is located in the City of Tigard, Washington County, Oregon, and is more particularly described in the attached Exhibit A. The property submitted includes a fee simple interest in the land so described, all buildings, improvements and structures located on said land together with all easements, rights and appurtenances located on, belonging to or used in connection with such land. The Declarant is hereby conveying to the Association all right, title and interest to an undivided interest in Tract A of the Plat of Sleepy Hollow recorded at Page 23, Book 42, Real Property Records subject to all the obligations set forth on the Plat of Sleepy Hollow and otherwise inherent in the ownership of an undivided interest in real property. Declarant will upon formal organization of the Association execute and record a separate deed re-affirming the conveyance of the undivided interest in Tract A to the Association.

#### ARTICLE 3. NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "Tigard Woods, A Condominium Community."

### ARTICLE 4. **UNITS**

#### 4.1 General Description of Buildings.

The project contains 12 residential buildings, each of which contains 3 to 9 dwelling units for a total of 65 dwelling units. The residential buildings contain two stories. There are no basements. Twelve units are 2 bedroom, 1 bath units, located on one-level above garages (herein "flat or flats") and fifty-three units are 2 bedroom, 1 ½ bath townhomes, on two levels (herein "townhome or townhomes"). Each unit has either an attached garage, detached garage, or a covered carport assigned to it as a limited common element, as more particularly described on Exhibit B attached hereto. The residential buildings are of wood frame construction with cedar lap siding, and concrete tile roofs. The residential buildings are identified by capital letters, and the units are

identified by numbers, as set forth on Exhibit B. The residential buildings are generally described as follows:

Buildings A and L each have two townhome units, two flat units and four attached garages.

Building B contains 6 townhome units.

Buildings C and K each have five townhome units.

Building D has five townhome units, four flat units, and eight attached garages.

Buildings E and F each have three townhome units, two flat units, and four attached garages.

Building G has seven townhome units.

Building H has eight townhome units.

Building I has three townhome units.

Building J has four townhome units.

In addition to the residential building, there are four detached garage buildings of the same construction material.

- 4.2 <u>General Description, Location and Designation of Units</u>. The Condominium consists of a total of 65 units. The designation, location and area in square feet of each unit are shown in the Plat and the attached Exhibit B, which is made a part of this Declaration as if fully set forth herein.
- 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 structure or shear capacity of the Condominiums, and the exterior surfaces so described. All other portions of the walls, floors or ceilings shall be a part of the common elements. In addition, each unit shall include the following: (a) All spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the boundaries of the unit; and (b) All outlets of utility 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 5. GENERAL COMMON ELEMENTS

The general common elements consist of the following:

- 5.1 The land, pathways, driveways, fences, grounds and open parking areas (not including parking areas under covered carports identified as limited common element on Exhibit B and on the Plat).
- 5.2 Pipes, ducts, flues, fireplaces, fireplace flues, fire chutes, fireplace chimneys, conduits, wires and other utility and communications installations to their outlets.
- 5.3 Roofs, foundations, bearing and shear walls, exterior surfaces, perimeter walls, beams, columns and girders to the interior surfaces thereof, halls, corridors, lobbies, stairs, fire escapes.
  - 5.4 Entrances and exits which are not part of a unit.
- 5.5 The yards, gardens, parking areas (other than those identified as limited common elements described on Exhibit B and on the Plat) and outside storage spaces;
- 5.6 Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, waste disposal and incinerating; and
- 5.7 The elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use.
- 5.8 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 Declaration as part of a unit or a limited common element.
- 5.9 The term "common elements" used in this Declaration includes general common elements under this Article and limited common elements under Article 6.

### ARTICLE 6. LIMITED COMMON ELEMENTS

The following shall constitute limited common elements, and are shown as limited common elements on the Plat, the use of which shall be restricted to the units to which they pertain:

- 6.1 All decks, patios and entrances, each of which shall pertain to the unit or units which it adjoins.
- 6.2 Driveways directly in front of an attached garage, each of which shall pertain to the unit or units to which the attached garage is assigned as a limited common element.

- 6.3 Parking spaces under covered carport structures as shown on the Plat, each of which shall pertain to the unit indicated on Exhibit B attached hereto and on the Plat; provided, however, that any such parking space may be transferred so as to pertain to a different unit by an amendment to this Declaration executed by the owner (including Declarant) 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 Official Records of Washington County, Oregon.
- 6.4 Attached garages and detached garages, as shown on the Plat, each of which shall pertain to the unit indicated on Exhibit B attached hereto and on the Plat; provided, however, that any such garage area may be transferred so as to pertain to a different unit by an amendment to this Declaration executed by the owner (including Declarant) and any mortgagee of the unit to which the attached garage or detached garage previously pertained and by the owner of the unit to which the attached garage or detached garage is being transferred. Such transfer shall be effective upon the recording of such amendment in the Official Records of Washington County, Oregon.

### ARTICLE 7. 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 unit living area size (excluding the area of the garages) of the particular unit bears to the total approximate unit living area size (excluding the area of the garage) of all units combined, as shown on the attached Exhibit B. For this purpose, .00001 was subtracted from Units 2, 3, 17 and 18 to reach 100 %. 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 8. COMMON PROFITS AND EXPENSES; VOTING

- Allocation of Common Profits and Expenses. The common profits and common expenses of the Condominium, including, but not limited to, reserves for repairs, replacement and maintenance, and special assessments for capital improvements, shall be assessed to the owner of each unit according to the allocation of undivided interest of such unit in the common elements. Certain services provided through the Association, such as basic television service, may be billed on a per-unit basis rather than on the basis of percentage ownership. Except upon termination of the Condominium or as otherwise provided in the Bylaws with respect to damage, destruction or condemnation, any such common profits shall be used solely for the purpose of maintaining, repairing and replacing the common elements or for other expenses or reserves of the Association.
- 8.2 <u>Allocation of Voting Rights</u>. Each unit owner shall be entitled to one vote in the affairs of the Association and for the purposes of this Declaration for each unit owned by him. The method of voting shall be as specified in the Bylaws and the Oregon Condominium Act.

### ARTICLE 9. SERVICE OF PROCESS

The designated agent to receive service of process in cases provided in subsection (1) of ORS 100.550 is named in the Condominium Information Report which will be filed with the Real Estate Agency in accordance with ORS 100.250(1)(a).

#### ARTICLE 10. USE OF PROPERTY

Each unit is to be used for residential purposes as described in the Bylaws. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each unit owner shall be bound by each of such documents.

### ARTICLE 11. MAINTENANCE OF COMMON ELEMENTS

- 11.1 <u>Responsibility for Maintenance</u>. The necessary work to maintain, repair or replace the common elements shall be the responsibility of the board of directors of the Association and shall be carried out as provided in the Bylaws and the Oregon Condominium Act.
- Mortgagee's Rights Upon Failure to Maintain. If the mortgagee of any unit determines that the board of directors is not providing an adequate maintenance, repair and replacement program for the common elements, such mortgagee, at its option, may give a notice to the board of directors by delivering same to the registered agent, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the mortgagee, upon written notice to the registered agent that it is exercising its proxy rights, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a mortgage on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.
- 11.3 Rights of City Upon Failure to Maintain. The provisions of this Declaration and of the Bylaws regarding the maintenance, repair and replacement of the common elements shall be deemed to be for the benefit of the City of Tigard, as well as the unit owners, and the City may enforce such provisions by appropriate proceedings at law or in equity. Without limitation to the foregoing, the City may deliver a written notice to the board of directors by delivering the same to the registered agent, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 30 days after receipt of the notice, or, if such correction cannot reasonably be completed within such time, the Association fails within such time to continence and pursue the correction with reasonable diligence, then the City may take necessary curative action. In such event, the cost of correction by the City shall constitute a lien against each unit and its interest in the common elements based upon such unit's share of the common expenses as provided in this Declaration.

### ARTICLE 12. EASEMENTS

- In General. Each unit has an easement in and through each other unit and the common elements for all support elements and utility, wiring, plumbing, heat, and other 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 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.
- 12.2 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 effort, 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 12.2 shall not be construed to be encumbrances affecting the marketability of title to any unit.
- 12.3 <u>Granting of Easements by Association</u>. 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 in excess of two years, easements, rights-of-way, licenses., and similar interests affecting the common elements and consent to vacation of roadways within and adjacent to the Condominium. Any such instrument shall be executed by the chairman 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.
- 12.4 <u>Rights of Entry</u>. 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 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 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 this 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.

12.5 <u>Easements for Declarant</u>. 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 this Declaration or the Bylaws.

### ARTICLE 13. APPROVAL BY MORTGAGEES

- 13.1 <u>Notice of Action</u>. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the unit number or address of the unit on which it has (or insures or guarantees) the mortgage, any such eligible mortgage holder or eligible insurer or guarantor shall be entitled to timely written notice of the following:
- (a) Any condemnation or casualty loss which affects a material portion of the Condominium or affects the unit securing its mortgage.
- (b) Any 60-day delinquency in the payment of assessments or charges owed by an owner of any unit on which it holds the mortgage.
- (c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.
- (d) Any proposed action which would require consent of a specified percentage of eligible mortgage holders as required by this article.

#### 13.2 Termination and Amendment to Documents.

- (a) The approval of eligible holders holding mortgages on units which have at least 67 percent of the voting rights of units subject to eligible holder mortgages shall be required to terminate the legal status of the project as a condominium for reasons other than substantial destruction or condemnation of the property.
- (b) Except when a greater percent is required by the Declaration or Bylaws, or a greater or lesser percent is required by the Oregon Condominium Act, the consent of the owners of units holding at least 67 percent of the voting rights and the approval of eligible holders holding mortgages on units which have at least 51 percent of the voting rights of the units subject to eligible holder mortgages shall be required for any amendments of a material nature to the Declaration or Bylaws. Any amendment to the Declaration or Bylaws which changes any of the following shall constitute a material change:

### (1) Voting rights;

- Increases in assessments that raise the previously assessed amount by (2)more than twenty-five percent (25 %), assessment liens or the priority of such liens;
- Reduction in reserves for maintenance, repair and replacement of the . (3) common elements;
  - Responsibility for maintenance and repairs; (4)
- Reallocation of interests in the general or limited common elements, (5)or rights to their use;
  - The boundaries of any unit; (6)
- Convertibility of units into common elements or of common (7)elements into units;
- Expansion or contraction of the Condominium or the addition, (8)annexation or withdrawal of property to or from the Condominium, except as provided in Article 15;
  - (9)Hazard or fidelity insurance requirements;
  - Imposition of any restrictions on the leasing of units; (10)
- (11) Imposition of any restriction on the right of a unit owner to sell or transfer his or her unit;
- A decision by the Association to establish self-management when professional management had been required previously by this Declaration, the Bylaws or an eligible mortgage holder;
- Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than specified in this Declaration or the Bylaws;
- Any action to terminate the legal status of the Condominium after (14)substantial destruction or condemnation occurs; or
- Any provisions that expressly benefit mortgage holders, insurers or (15)guarantors.
- An addition or amendment to the Declaration or Bylaws shall not be considered material for purposes of Section 13.2(b) if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who receives a written request to approve any termination, additions or amendments and who does not deliver or post to the requesting party a negative response within 30 days shall after it receives proper notice of the

proposal, provided the notice was delivered by certified or registered mail, return receipt requested, be deemed to have approved such request.

- 13.3 <u>Additional Approvals</u>. In addition to any other approvals required by the Oregon Condominium Act, this Declaration or the Bylaws, the prior written approval of two-thirds of the holders of first mortgages on units in the Condominium (based upon one vote for each first mortgage owned) or unit owners (other than Declarant) must be obtained for the following:
  - (a) Abandonment or termination of the Condominium regime.
- (i) purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each unit in the common elements.
  - (c) The partition or subdivision of any unit.
- (d) Abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause.
- (e) Use of hazard insurance proceeds for losses to any condominium property, whether to units or to common elements, for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the units and/or common elements of the condominium project.
- 13.4 <u>Notice to First Mortgage of Defaults</u>. Any first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the owner of the mortgaged unit of any obligation under this Declaration, the rules and regulations or the Bylaws which is not cured within 60 days.

### ARTICLE 14. ASSOCIATION OF UNIT OWNERS

- 14.1 <u>Operation</u>. Upon the recording of this Declaration an association of unit owners shall be organized to serve as a means through which the unit owners may take action with regard to the administration, management and operation of the Condominium. The name of this association shall be the "Association of Unit Owners of Tigard Woods, A Condominium Community," and the Association shall be an Oregon nonprofit corporation.
- 14.2 <u>Membership</u>; <u>Board of Directors</u>. Each unit owner shall be a member of the Association. The affairs of the Association shall be governed by a board of directors as provided in the Bylaws.

- 14.3 <u>Powers and Duties</u>. The Association shall have such powers and duties as may be granted to it by the Oregon Condominium Act, including each of the powers set forth in ORS 100.405(4), together with such additional powers and duties afforded it by this Declaration or the Bylaws.
- 14.4 Adoption of Bylaws, Declarant Control of Association. Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association, which Bylaws are attached as Exhibit C. At the same time, Declarant will appoint an interim board of directors of the Association, which directors shall serve until their successors have been elected as provided in Section 3.4 of the Bylaws. In addition, Declarant shall have the right to consent to any amendment to the Declaration or the Bylaws as provided in Section 15.2 below and Section 9.2 of the Bylaws.

### ARTICLE 15. AMENDMENT

- 15.1 <u>How Proposed</u>. Amendments to the Declaration shall be proposed by either a majority of the board of directors or by unit owners holding thirty percent (30%) or more 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.
- 15.2 Approval Required. Except as may otherwise be provided in this Declaration or by the Oregon Condominium Act, this Declaration may be amended if such amendment is approved by unit owners holding 75 percent of the voting rights of the Condominium and by mortgagees to the extent required by Article 13. Declarant's prior written consent shall also be required so long as Declarant owns 25 percent or more of the units in the Condominium, but no such consent shall be required after three years from the date of conveyance of the first unit to a person other than Declarant. No amendment may change the size, location, allocation of undivided interest in the common elements, method of determining liability for common expenses, right to common profits, or voting rights of any unit unless such amendment has been approved by the owners and mortgagees of the affected unit. Any amendment which would limit or diminish any special Declarant rights established in this Declaration or the Bylaws shall require the written consent of Declarant.
- Records of Washington County, Oregon, of the Declaration as amended or of the amendment thereto, certified to by the chairman and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Oregon Condominium Act, and approved by the county assessor and the Real Estate Commissioner if such approvals are required by the Oregon Condominium Act.

### ARTICLE 16. SEVERABILITY

Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the Bylaws.

### ARTICLE 17. APPLICABILITY

Each unit owner, including Declarant as to any unsold unit, shall be subject to all of the rights and duties assigned to unit owners under the terms of the Declaration and Bylaws.

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

### SPRUCE TERRACE ASSOCIATES, LLC

an Oregon limited liability company

By: Summit Realty Group, Inc., Its Manager

Michael McKenna, President

STATE OF OREGON

) ss.

County of MUHNOMAK

The foregoing instrument was acknowledged before me this <u>35</u> day of October, 2000, by Michael McKenna, Manager of Spruce Terrace Associates, LLC, an Oregon limited liability company, on its behalf.

OFFICIAL SEAL
DON K LLOYD
NOTARY PUBLIC-OREGON
COMMISSION NO. 326767
MY COMMISSION EXPIRES NOV 11, 2003

Notary Public for Oregon My commission expires:

#### EXHIBIT A

#### Real Property Description

BEING LOTS 9 THROUGH 16 AND TRACTS "B" AND "C" OF SLEEPY HOLLOW AND OTHER LANDS SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 36, IN TOWNSHIP 1 SOUTH AND RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TIGARD, COUNTY OF WASHINGTON AND STATE OF OREGON AND AT THE INITIAL POINT I FOUND A 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "WAI" AT THE SOUTHWEST CORNER OF SAID LOT 16 OF SLEEPY HOLLOW: THENCE FROM SAID INITIAL POINT I RAN NORTH 0° 17' 00" EAST TRACING THE WESTERLY LINE OF SAID LOT 16 A DISTANCE OF 175.66 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 32° 29' 37" EAST 38.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE TRACING THE WESTERLY LINE OF SAID LOT 9 NORTH 13° 21' 00" WEST 94.80 FEET TO THE NORTHWEST CORNER THEREOF; THENCE TRACING THE NORTHERLY LINES OF LOTS 9 THROUGH 14 OF SAID SLEEPY HOLLOW NORTH 89° 55' 41" EAST 573.67 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 14; THENCE TRACING THE NORTHEASTERLY LINE OF SAID LOT 14 SOUTH 0° 23' 18" WEST 17.70 FEET TO ANGLE POINT IN SAID NORTHEASTERLY LINE; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTH 89° 22' 49" EAST 28.90 FEET TO THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 14; THENCE TRACING THE EASTERLY LINE OF SAID LOT 14 AND CONTINUING ALONG THE EASTERLY LINES OF SAID LOTS 15 AND 16 SOUTH 0° 22' 23" WEST 290.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE TRACING THE SOUTH LINE OF SAID LOT 16 NORTH 89° 16' 58" WEST 600.00 FEET TO SAID INITIAL POINT.

CONTAINING AN AREA OF 4.15 ACRES, MORE OR LESS.

					Undivided	l	Plat	Limited Co	mmom Ele	
Bldg	Unit#	Unit Type	Floor Plan	Sq. Ft.	Interest	Parking	Designation	Patio	Deck	ncov. Prkg*
Α	1	2bd/1.5Ba	Tnh	1258	0.01624	Att. Gar.	, G1	Yes	Yes	Yes
	2	2bd/1Ba	Flat	900	0.01160	Att. Gar.	G2	No	Yes	No
	3	2bd/1Ba	Flat	900	0.01160	Att. Gar.	G3	· No	Yes	No
	4 .	2bd/1.5Ba	Tnh	1258	0.01624	Att. Gar.	G4	Yes	Yes	Yes
В	5	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P3	Yes	Yes	Yes
	6	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P4	Yes	Yes	Yes
	7	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P5	Yes	Yes	Yes
	8	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P6	Yes	Yes	Yes
	9 .	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P7	Yes	Yes	Yes
	10	2bd/1.5Ba	Tnh	1258	0.01624	Carport	.P8	Yes	Yes	Yes
С	11	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P13	Yes	Yes	Yes
•	12	2bd/1.5Ba	Tnh ·	1258	0.01624	Carport	P14	Yes	Yes	Yes
	13	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P15	Yes	Yes	Yes
	14	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P16	Yes	Yes	Yes
_	15	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P17	Yes	Yes	Yes
D	16	2bd/1.5Ba	Tnh	1258	0.01624	Att. Gar.	G5	Yes	Yes	Yes
	17	2bd/1Ba	Flat	900	0.01160	Att. Gar.	G6	No	Yes Yès	No
	18	2bd/1Ba	Flat	900	0.01160	Att. Gar.	G7	No		No
	19	2bd/1.5Ba	Tnh	1258	0.01624	Att. Gar.	G8	Yes	Yes	Yes
	20	2bd/1Ba	Flat	900	0.01161	Att. Gar.	G9	No.	Yes	No No
	21	2bd/1Ba	Flat	900	0.01161	Att. Gar.	G10	No You	Yes Yes	Yes
	22	2bd/1.5Ba	Tnh	1258	0.01624	Att. Gar.	G11	Yes		
•	23	2bd/1.5Ba	Tnh	1258	0.01624	Att. Gar.	G12 .	· Yes	Yes Yes	Yes Yes
	24	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P27 G13	Yes Yes	Yes	Yes
E	25 26	2bd/1.5Ba	Tnh	1258	0.01624	Att. Gar.		No	Yes	No
	26	2bd/1Ba	Flat	900	0.01161 0.01161	'Att. Gar.	G14 G15	No	Yes	No
•	27 28	2bd/1Ba 2bd/1,5Ba	Flat Tnh	900 1258	0.01161	Att. Gar. Att. Gar.	G16	Yes	Yes	Yes
	29	2bd/1.5Ba 2bd/1.5Ba	Tnh	1258	0.01624	Carport	P25&P26	Yes	Yes	Yes
F	30	2bd/1.5Ba 2bd/1.5Ba	Tnh	1258	0.01624	Det. Gar.	G21	Yes	Yes	Yes
•	31	2bd/1.5Ba	Tnh	1258	0.01624	Att. Gar.	G17	Yes	Yes	Yes
	32	2bd/1.884	Flat	900	. 0.01161	Att. Gar.	G18	No	Yes	No
	. 33	2bd/1Ba	Flat	900	0.01161	Att. Gar.	G19	No	Yes	No
	34	2bd/1.5Ba	Tnh	1258	0.01624	Att. Gar.	G20	Yes	Yes	Yes
G	35	2bd/1.5Ba	Tnh	1258	0.01624	Det. Gar	G22	Yes	Yes	Yes
•	36	2bd/1.5Ba	Tnh	1258	0.01624	Det. Gar	G23	Yes	Yes	Yes
	37	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P33	Yes	Yes	Yes
	38	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P32	Yes	Yes	Yes
	39	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P31	Yes	Yes	Yes
	40	2bd/1,5Ba	Tnh	1258	0.01624	Det. Gar	G26	Yes	Yes	Yes
	41	2bd/1.5Ba	Tnh	1258	0.01624	Det. Gar	G25	Yes	Yes	Yes
Н	42	2bd/1.5Ba	Tnh	1258	0.01624	Det. Gar	G24	Yes	Yes	Yes
	43	2bd/1.5Ba	Tnh	1258	0.01624	Det. Gar	G27	Yes	Yes	Yes
	44	2bd/1.5Ba	Tnh	1258	0.01624	Det. Gar	G28	Yes	Yes	Yes
	45	2bd/1.5Ba	Tnh	1258	0.01624	Det. Gar	G29	Yes	Yes	Yes
	46	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P34	Yes	Yes	Yes
	47	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P35	Yes	Yes	Yes
	48	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P36	Yes	Yes	Yes
	49	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P37	Yes	Yes	Yes
1 .	50	2bd/1.5Ba	Tnh	1258	0.01624	Det. Gar	G32	Yes	Yes	Yes
	51	2bd/1.5Ba	Tnh	1258	0.01624	Det. Gar	G31	Yes	Yes.	Yes
	52	2bd/1.5Ba	Tnh	1258	0.01624	Det, Gar	G30	Yes	Yes	Yes
J	53	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P44	Yes	Yes	Yes
	54	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P54	Yes	Yes	Yes
	55	2bd/1.5Ba	Tnh ·	1258	0.01624	Carport	P55	Yes	Yes	Yes
	56	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P56	Yes	Yes	Yes
K	57	2bd/1.5Ba	Tnh	1258	0.01624	Det. Gar	G34	Yes	Yes	Yes
	58	2bd/1.5Ba	Tnh	1258	0.01624	Det. Gar	G33	Yes	Yes	Yes
	59	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P47	Yes	Yes	Yes
	60	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P48	Yes	Yes	Yes
	61	2bd/1.5Ba	Tnh	1258	0.01624	Carport	P45	Yes	Yes	Yes
L	62	2bd/1.5Ba	Tnh	1258	0.01624	Att. Gar.	G35	Yes	Yes	Yes
	63	2bd/1Ba	Flat	900	0.01161	Att. Gar.	G36	No No	Yes	No No
	64	2bd/1Ba	Flat	900	0.01161	Att. Gar.	G37 .	No	Yes	No Voc
	65	2bd/1.5Ba	Tnh	1258	0.01624	Att. Gar.	G38	Yes	Yes	Yes

 $<sup>\</sup>mbox{\ensuremath{^{\star}}}$  The area directly in front of the attached garages is an LCE for the unit that has an LCE for that garage

# AMENDMENT TO DECLARATION SUBMITTING TIGARD WOODS, A CONDOMINIUM COMMUNITY TO CONDOMINIUM OWNERSHIP

THIS AMENDMENT TO DECLARATION is made pursuant to the provisions of the Oregon Condominium Act, and is made and executed this <u>6</u> day of January, 2001, by SPRUCE TERRACE ASSOCIATES, LLC, an Oregon limited liability company ("Declarant").

#### RECITALS

- A. Declarant created a condominium known as Tigard Woods, A Condominium Community, located in the City of Tigard, Washington County, Oregon, in regard to the property described on Exhibit A attached hereto. The Condominium Plat was recorded on December 6, 2000 at Fee No. 2000097761 (plat book 16, page 7) in the real property records of Washington County, Oregon, and the Declaration was recorded at Fee No. 2000097762 in the real property records of Washington County, Oregon ("Declaration").
- B. Exhibit B to the Declaration contained certain errors and was not in conformity with the Plat. Declarant desires to amend the Declaration to correct the information on Exhibit B and to make it conform to the Plat.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

- 1. The Exhibit B attached to this Amendment shall replace the Exhibit B attached to the Declaration in its entirety. The Exhibit B attached to the Declaration is hereby declared to be null and void and of no further force or effect.
- 2. All references in the Declaration to Exhibit B shall be deemed to be references to the Exhibit B attached to this Amendment.
- 3. Declarant hereby certifies that (i) Declarant holds one hundred percent (100%) of the voting rights of the condominium and owns all of the Units of the Condominium, (ii) the mortgagees of all affected units have consented to this Amendment; (iii) the Association of Unit Owners has consented to this Amendment; (iv) all affected owners (existing owners having the right use the transferred limited common elements and the new owner of such rights) have agreed and consented to this Amendment. Declarant further certifies that this Amendment does not change the allocation of undivided interests in the common elements or the method of determining liability for common expenses, or the right to common property, or the voting rights of any unit.



The Amendment shall be effective upon recordation in the Deed Records of Washington County, Oregon, after approval by the county assessor and the Real Estate Commissioner.

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

#### SPRUCE TERRACE ASSOCIATES, LLC

an Oregon limited liability company

By:

Summit Realty, Group, Inc., Its Manager

STATE OF OREGON

) ss.

County of Multnome

The foregoing instrument was acknowledged before me this 15 day of January, 2001, by Michael McKenna, Manager of Spruce Terrace Associates, LLC, an Oregon limited liability company, on its behalf.

Notary Public for Oregon

My commission expires

The Association of Unit Owners of Tigard Woods, a condominium community, hereby certifies that the foregoing Amendment to Declaration was unanimously approved by the owners of all Units and all the members of the Association.

ASSOCIATION OF UNIT OWNERS OF TIGARD WOODS, a condominium community
By: D. Michael McKenna, Chairperson
By: Partiela Bugg, Secretary
STATE OF OREGON )
) ss. County of Multnomah
The foregoing instrument was acknowledged before me this <u>15</u> day of January, 2001, by D. Michael McKenna, Chairperson, and Pamela Bugg, Secretary, of the Association of Unit Owners of Tigard Woods, a condominium community, on its behalf.
OFFICIAL SEAL KATRINA M KENNISON NOTARY PUBLIC-OREGON MY COMMISSION NO. 304750 MY COMMISSION EXPIRES SEP 14, 2001  304750 304750
MORTGAGEE'S CONSENT
FIRST MUTUAL BANK is the owner and holder of a mortgage or trust deed on the property and consents to the making of the foregoing Amendment.
FIRST MUTUAL BANK
By: Wally Name: KFN WALLICY Title: V. P.
STATE OF OREGON ) ) ss.
County of

STATE OF WASHINGTON	)
COUNTY OF KING	) ss. 
personally known or having presented a Bank the Lender that executed the foreg	of Washington, duly commissioned and sworn, came <b>Ken Walkky</b> satisfactory evidence to be the <b>Vice President</b> of <b>First Mutual</b> going instrument, and acknowledged the said instrument to be the Lender for the uses and purposes therein mentioned, and on oath
WITNESS MY HAND and official seal	the day and year in this certificate first above written.
EICHELACO SSION COOR MOTARY AND PUBLIC	Notary Public in and for the State of Washington residing at HUBULN, WA  Expiration Date: 12-31-03

The		instrumer				before as	me	this	***************************************	day	of of
First Mutual											
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#### **EXHIBIT A**

### Real Property Description

BEING LOTS 9 THROUGH 16 AND TRACTS "B" AND "C" OF SLEEPY HOLLOW AND OTHER LANDS SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 36, IN TOWNSHIP 1 SOUTH AND RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TIGARD, COUNTY OF WASHINGTON AND STATE OF OREGON AND AT THE INITIAL POINT I FOUND A 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "WAI" AT THE SOUTHWEST CORNER OF SAID LOT 16 OF SLEEPY HOLLOW: THENCE FROM SAID INITIAL POINT I RAN NORTH 0° 17' 00" EAST TRACING THE WESTERLY LINE OF SAID LOT 16 A DISTANCE OF 175.66 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 32° 29' 37" EAST 38.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE TRACING THE WESTERLY LINE OF SAID LOT 9 NORTH 13° 21' 00" WEST 94.80 FEET TO THE NORTHWEST CORNER THEREOF; THENCE TRACING THE NORTHERLY LINES OF LOTS 9 THROUGH 14 OF SAID SLEEPY HOLLOW NORTH 89° 55' 41" EAST 573.67 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 14; THENCE TRACING THE NORTHEASTERLY LINE OF SAID LOT 14 SOUTH 0° 23' 18" WEST 17.70 FEET TO ANGLE POINT IN SAID NORTHEASTERLY LINE; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTH 89° 22' 49" EAST 28.90 FEET TO THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 14; THENCE TRACING THE EASTERLY LINE OF SAID LOT 14 AND CONTINUING ALONG THE EASTERLY LINES OF SAID LOTS 15 AND 16 SOUTH 0° 22' 23" WEST 290.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE TRACING THE SOUTH LINE OF SAID LOT 16 NORTH 89° 16' 58" WEST 600.00 FEET TO SAID INITIAL POINT.

CONTAINING AN AREA OF 4.15 ACRES, MORE OR LESS.

					Undivided		Plat	Limited Co	mmom Ele	ments
Bldg	Unit#	Unit Type	Floor Plan	Sq. Ft.	Interest	Parking	Designation	Patio	Deck	ncov. Prkg*
A	1	2bd/1.5Ba	Tnh	1083	0.01624	Att. Gar.	G1	Yes	Yes	Yes
	2	2bd/1Ba	Flat	794	0.01160	Att. Gar.	G2	No	Yes	No
	3	2bd/1Ba	Flat	794	0.01160	Att. Gar.	G3	No	Yes	No
_	4	2bd/1.5Ba	Tnh	1083	0.01624	Att. Gar.	G4	Yes	Yes	Yes
В	5	2bd/1.5Ba	Tnh	1083	0.01624	Carport	P3	Yes	Yes	Yes
	6	2bd/1.5Ba	Tnh	1088	0.01624	Carport	P4	Yes	Yes	Yes
	7	2bd/1.5Ba	Tnh	1088	0.01624	Carport	P5	Yes Yes	Yes Yes	Yes Yes
	8 9	2bd/1.5Ba	Tnh	1088	0.01624	•	P6 . P7	Yes Yes	Yes Yes	Yes
	10	2bd/1.5Ba	Tnh Tnh	1088 1083	0.01624 0.01624	Carport Carport	P8	Yes	Yes	Yes
С	11	2bd/1.5Ba 2bd/1.5Ba	Tnh	1083	0.01624	Carport	P13	Yes	Yes	Yes
C	12	2bd/1.5Ba 2bd/1.5Ba	Tnh	1088	0.01624	Carport	P14	Yes	Yes	Yes
	13	2bd/1.5Ba	Tnh	1088	0.01624	Carport	P15	Yes	Yes	Yes
	14	2bd/1.5Ba	Tnh	1088	0.01624	Carport	P16	Yes	Yes	Yes
	15	2bd/1.5Ba	Tnh	1083	0.01624	Carport	P17	Yes	Yes	Yes
D	16	2bd/1.5Ba	Tnh	1083	0.01624	Att. Gar.	G5	Yes	Yes	Yes
_	17	2bd/1Ba	Flat	794	0.01160	Att. Gar.	G6	No	Yes	No
	18	2bd/1Ba	Flat	794	0.01160	Att. Gar.	G7	No	Yes	No
	19	2bd/1.5Ba	Tnh	1088	0.01624	Att. Gar.	G8	Yes	Yes	Yes
	20	2bd/1.5Ba	Tnh	1088	0.01624	Att. Gar.	G9	No	Yes	No
	21	2bd/1Ba	Flat	794	0.01161	Att. Gar.	G10	No	Yes	No
	22	2bd/1Ba	Flat	794	0.01161	Att. Gar.	G11	Yes	Yes	Yes
	23	2bd/1.5Ba	Tnh	1088	0.01624	Att. Gar.	G12	Yes	Yes	Yes
	24	2bd/1.5Ba	Tnh	1083	0.01624	Carport	P27	Yes	Yes	Yes
E	25	2bd/1.5Ba	Tnh	1083	0.01624	Att. Gar.	G13	Yes	Yes	Yes
	26	2bd/1Ba	Flat	794	0.01161	Att. Gar.	G14	No	Yes	No
	27	2bd/1Ba	Flat	794	0.01161	Att. Gar.	G15	No	Yes	No
	28	2bd/1.5Ba	Tnh	1088	0.01624	Att. Gar.	G16	Yes	Yes	Yes
	29	2bd/1.5Ba	Tnh	1083	0.01624	Carport	P25&P26	Yes	Yes	Yes
F	30	2bd/1.5Ba	Tnh	1083	0.01624	Det. Gar.	'G21	Yes	Yes	Yes
	31	2bd/1.5Ba	Tnh	1088	0.01624	Att. Gar.	G17	Yes	Yes	Yes
	32	2bd/1Ba	Flat	769	0.01161	Att. Gar.	G18	No No	Yes Yes	No No
	33	2bd/1Ba	Flat	769	0.01161	Att, Gar. Att, Gar.	G19	No Yes	Yes	Yes
_	34 35	2bd/1.5Ba	Tnh	1083 1083	0.01624 0.01624	Det. Gar	G20 G22	Yes	Yes	Yes
G	36	2bd/1.5Ba 2bd/1.5Ba	Tnh Tnh	1088	0.01624	Det. Gar	G23	Yes	Yes	Yes
	37	2bd/1.5Ba 2bd/1.5Ba	Tnh	1088	0.01624	Carport	P33	Yes	Yes	Yes
	38	2bd/1.5Ba	Tnh	1088	0.01624	Carport	P32	Yes	Yes	Yes
	39	2bd/1.5Ba	Tnh	1088	0.01624	Carport	P31	Yes	Yes	Yes
	40	2bd/1.5Ba	Tnh	1088	0.01624	Det. Gar	G26	Yes	Yes	Yes
	41	2bd/1.5Ba	Tnh	1083	0.01624	Det. Gar	G25	Yes	Yes	Yes
Н	42	2bd/1.5Ba	Tnh	1083	0.01624	Det. Gar	G24	Yes	Yes	Yes
	43	2bd/1.5Ba	Tnh	1083	0.01624	Det. Gar	G27	Yes	Yes	Yes
	44	2bd/1.5Ba	Tnh	1083	0.01624	Det. Gar	G28	Yes	Yes	Yes
	45	2bd/1.5Ba	Tnh	1083	0.01624	Det. Gar	G29	Yes	Yes	Yes
	46	2bd/1.5Ba	Tnh	1083	0.01624	Carport	P34	Yes	Yes	Yes
	47	2bd/1.5Ba	Tnh	1083	0.01624	Carport	P35	Yes	Yes	Yes
	48	2bd/1.5Ba	Tnh	1083	0.01624	Carport	P36	Yes	Yes	Yes .
	49	2bd/1.5Ba	Tnh	1083	0.01624	Carport	^ P37	Yes	Yes	Yes
I	50	2bd/1.5Ba	Tnh	1083	0.01624	Det. Gar	G32	Yes	Yes Yes	Yes Yes
	51 52	2bd/1.5Ba	Tnh	1083	0.01624	Det. Gar	G31 G30	Yes Yes	Yes	Yes
J	52 53	2bd/1.5Ba 2bd/1.5Ba	Tnh Tnh	1083 1235	0.01624 0.01624	Det. Gar Carport	P44	Yes	Yes	Yes
J	53 54	2bd/1.5Ba 2bd/1.5Ba	Tnh	1083	0.01624	Carport	P54	Yes	Yes	Yes
	55	2bd/1.5Ba 2bd/1.5Ba	Tnh	1083	0.01624	Carport	P55	Yes	Yes	Yes
	56	2bd/1.5Ba 2bd/1.5Ba	Tnh	1083	0.01624	Carport	P56	Yes	Yes	Yes
K	57	2bd/1.5Ba	Tnh	1083	0.01624	Det. Gar	G34	Yes	Yes	Yes
••	-58	2bd/1.5Ba	Tnh	1083	0.01624	Det. Gar	G33	Yes	Yes	Yes
	59	2bd/1.5Ba	Tnh	1083	0.01624	Carport	P47	Yes	Yes	Yes
	60	2bd/1.5Ba	Tnh	1083	0.01624	Carport	P48 .	Yes	Yes	Yes
	61	2bd/1.5Ba	Tnh	1083	0.01624	Carport	P45	Yes	Yes	Yes
L	62	2bd/1.5Ba	Tnh	1083	0.01624	Att. Gar.	G35	Yes	Yes	Yes
	63	2bd/1Ba	Flat	794	0.01161	Att. Gar.	G36	No	Yes	No
	64	2bd/1Ba	Flat	794	0.01161	Att. Gar.	G37	No	Yes .	No
	65	2bd/1.5Ba	Tnh	1083	0.01624	Att. Gar.	G38	Yes	Yes	Yes

 $<sup>^{\</sup>star}$  The area directly in front of the attached garages is an LCE for the unit that has an LCE for that garage