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PLAN OF SUNRIVER

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PLAN OF SUNRIVER

(A Statement of the plan of Sunriver Properties, Inc., for the development of portions of Sunriver, containing among other things provisions which will subject portions thereof to certain easements, restrictions, assessments, fines, penalties and liens.)

Objectives

Sunriver is a development consisting of approximately 5,500 acres located in Deschutes County, Oregon. Sunriver is owned by Sunriver Properties, Inc., an Oregon corporation, the "Developer."

Developer hopes to create in Sunriver a carefully planned community which will provide an unusually attractive place to live, appealing especially to sports enthusiasts, outdoorsmen, retirees, artists and others attracted to the Central Oregon country. Developer presently plans to organize within Sunriver a number of residential areas, each of which will consist of a separate "village." Each village will have its own development plan and its own restrictions as to use of property within the village. Other areas within Sunriver may be devoted to commercial and other service facilities, to various recreational purposes, to schools, and conceivably even to use by new Central Oregon light manufacturing or research and development industries.

The villages probably will be quite diverse in character. For example, some villages may be designed for persons desiring to acquire lots for single family dwelling house purposes; others may be designed for use as condominiums or for buildings suitable for multiple family occupancy; still others may embrace a mixture of several dwelling concepts.

Developer conceives that those living in Sunriver may enjoy many advantages on a relatively economical basis through provision for shared costs of common recreational and service

facilities. Therefore, Developer expects to provide in some of the villages common areas which will be available for use by all of the residents of Sunriver and their guests. Special recreational facilities suitable for common use, with or without charge, may be established on some of the common areas. Also, recreational areas for use by all of the residents of Sunriver and their guests may be established outside of the villages.

By providing standards for the improvement of private areas within Sunriver, Developer hopes to assure that property within Sunriver will have maximum value for those who acquire it. By requiring proper maintenance of improvements and grounds within private areas within Sunriver, Developer hopes to prevent deterioration in the value of property as the result of carelessness on the part of any property owner in Sunriver.

The Developer will provide leadership in organizing and administering the Sunriver villages during the development period but expects property owners in Sunriver to accept responsibility for community administration by the time the development is complete. By the time the development is complete the Developer will have conveyed to The Sunriver Association title to all common areas and private ways in the villages.

Funds for the maintenance and development of common areas, private ways and certain other areas generally will be provided through assessments against those who purchase property in the villages, although to assist with the development of Sunriver Developer may from time to time itself provide some improvements. For the protection of all owners of property in the villages there will be a system designed to assure that each person who purchases property in a village will pay his share of the moneys necessary for the maintenance and development of common areas, private ways, leased scenic areas and semipublic recreational or service areas.

By adoption of the Plan of Sunriver, Developer is not committing itself to take any action for which definite provision is not made below. Developer expects to make each village created pursuant to this plan a development which will be attractive in itself. One who acquires property in a particular village will have the advantage of any further development of Sunriver, but shall not have any legal right to insist that there be development except as provided in the instrument creating the village in which he acquires property and except as otherwise specifically provided in this plan and in instruments which hereafter may be filed subjecting areas in Sunriver to this plan.

The following is the Plan of Sunriver:

SECTION 1

Definitions

When used herein the following terms shall have the following meanings:

1.1 "Administrator of Sunriver" and "Administrator" shall mean Developer until such time as Developer has delegated and assigned to The Sunriver Association all of Developer's powers and responsibilities given to or imposed upon it hereunder, has conveyed to The Sunriver Association all of its right, title and interest in the common areas, private ways, private recreational areas, leased scenic areas and semipublic recreational or service areas in all of the villages in Sunriver and has transferred to The Sunriver Association all moneys in the maintenance fund, after which the Administrator of Sunriver shall be The Sunriver Association.

1.2 "Common area" shall mean any area which is designated as such in a subdivision plat of a village or in a Sunriver declaration.

1.3 "Condominium" shall mean any property submitted to unit ownership in the manner provided by ORS 91.505 through 91.675 as such statutes may be amended.

1.4 "Design Committee" shall mean the committee appointed pursuant to the provisions of Section 8 herein.

1.5 "Developer" shall mean Sunriver Properties, Inc., its successors or assigns.

1.6 "Guest" shall mean any person who is in Sunriver at the invitation of a resident of Sunriver and who, to the extent required by the Sunriver Rules and Regulations, either is accompanied by a resident of Sunriver or has in his possession a guest card issued by the Administrator of Sunriver which has not expired.

1.7 "Leased scenic area" shall mean any area owned and held by the Administrator of Sunriver for the benefit of residents of Sunriver as provided in Section 4.7 herein.

1.8 "Maintenance assessment" shall mean any assessment imposed in accordance with the provisions of Section 7 herein.

1.9 "Maintenance fund" shall mean the fund to be established pursuant to Section 7 herein.

1.10 "Plan of Sunriver" shall mean this instrument together with any amendments or supplements thereto.

1.11 "Private area" shall mean any area which is designated as such in a subdivision plat of a village or in a Sunriver declaration.

1.12 "Private recreational area" shall mean any portion of a common area which is leased to unit owners for recreational purposes as provided in Section 4.5 herein.

1.13 "Private way" shall mean any area which is designated as such in a subdivision plat of a village or in a Sunriver declaration.

1.14 "Resident of Sunriver" shall mean any person who is a unit owner or the lessee of a unit, together with members of his immediate family, provided that a person shall be a "resident of Sunriver" only during periods in which he is in possession of his unit.

1.15 "Semipublic recreational or service area" shall mean any area devoted to a service or recreational facility which is made available for use by the public as well as by residents of Sunriver as provided in Section 4.6 herein.

1.16 "Sunriver" shall mean the real property described in Exhibit A attached hereto together with any additional area which hereafter may be owned by Developer any portion of which shall lie within 10 miles of any portion of the property described on Exhibit A and with respect to which Developer has filed a declaration in the records of deeds of Deschutes County, Oregon, providing that such property shall be part of Sunriver.

1.17 "The Sunriver Association" shall mean the association to be organized by Developer pursuant to the provisions of Section 10 herein.

1.18 "Sunriver declaration" shall mean any instrument provided for in Section 2 for the subjection of an area within Sunriver to the Plan of Sunriver.

1.19 "The Sunriver Rules and Regulations" shall mean the rules and regulations adopted as provided in Section 6 herein.

1.20 "Unit" shall mean each lot described in any subdivision plat of a village which is designated as a private area, any condominium unit within a village and any single family dwelling unit within any multiple occupancy building contained within a village. Developer may specify additional areas which shall constitute "units" in any instrument subjecting property within Sunriver to this Sunriver Plan. If in any case a unit owner shall

have consolidated a lot or portion thereof with another lot in the manner set forth in Section 5 herein, then the area consolidated shall be considered one unit. Lots may be classified into two parts - the "buildable area" and the "open area." "Unit" means both the buildable area and open area of any lot which otherwise constitutes a unit.

1.21 "Unit owner" shall mean the person or persons who hold legal title to any unit unless provision is made in the instrument creating a village that a lessee or other person entitled to possession of a unit shall be the unit owner, in which case the person so designated shall be the unit owner.

1.22 "Village" shall mean any area subjected to the Plan of Sunriver in the manner provided in Section 2 which contains private areas for residential use, together with any areas which may be annexed thereto.

1.23 "Village association" shall mean any association organized by or with the approval of the Administrator of Sunriver for a particular village in such manner as to entitle at least one of the unit owners of each unit within the village to membership in the association by virtue of his being a unit owner. "Village association" shall include any association of unit owners organized pursuant to the provisions of ORS 91.505 to 91.675 for the administration of a condominium subject to the Plan of Sunriver.

SECTION 2

Subjection of Property to the Plan of Sunriver

Property within Sunriver may be subjected to the Plan of Sunriver by either of the following methods:

2.1 Filing of declaration. Developer may file a declaration in the records of deeds of Deschutes County, Oregon, providing that a particular area shall be subject to the Plan of Sunriver; or

2.2 Statement in lease. Developer may state in any lease that an area described in the lease shall be subject to the Plan of Sunriver.

SECTION 3

Withdrawal of Property from the Plan of Sunriver

3.1 Method of withdrawal. An area which has been subjected to the Plan of Sunriver may be withdrawn therefrom by either of the following methods:

(a) The owners of all of the property in an entire area subjected to the Plan of Sunriver pursuant to a declaration as provided in Section 2.1 hereof may file a declaration stating that the area is withdrawn from the Plan of Sunriver.

(b) Property subjected to the Plan of Sunriver pursuant to a lease as provided in Section 2.2 hereof shall be withdrawn from the Plan of Sunriver automatically upon termination or expiration of the lease pursuant to which the property was subjected to the Plan of Sunriver except to the extent that provision to the contrary is made in such lease.

3.2 Effect of withdrawal. Withdrawal of an area from the Plan of Sunriver shall have the following effects:

(a) No person who does not own property within the area which is withdrawn shall any longer be entitled to use any of the common areas within the area withdrawn.

(b) Unit owners within the area which has been withdrawn shall no longer be entitled by virtue of ownership of their units and of the provisions of this Plan of Sunriver to use any common areas or semipublic recreational or service areas in any area which remains subject to the Plan of Sunriver.

(c) Following withdrawal of an area from the Plan of Sunriver the Administrator of Sunriver shall no longer expend

moneys from the maintenance fund for any purpose within the area which is withdrawn except for the maintenance of any private ways referred to in subparagraph (e) of this Section 3.2, even though some part of such fund was contributed by unit owners within the area which has been withdrawn.

(d) Unit owners within the area which has been withdrawn shall no longer be subject to maintenance assessments. They shall, however, remain liable for all maintenance assessments due prior to the time of withdrawal and withdrawal shall not affect the right of the Administrator of Sunriver to enforce assessments made prior to the time of withdrawal by imposition of a lien or otherwise.

(e) The Administrator of Sunriver may vacate any private ways within the area which is withdrawn which are not necessary for the purpose of providing access to a unit by a unit owner whose unit remains subject to the Plan of Sunriver. Within such limits the Administrator may vacate a private way by filing a declaration to that effect in the Records of Deeds of Deschutes County, Oregon setting forth with particularity the private ways which are vacated. Following vacation the Administrator shall not expend moneys from the maintenance fund for the maintenance of the private ways which were vacated.

SECTION 4

Land Classifications and Uses within Sunriver

4.1 Classifications presently contemplated. Land classifications presently contemplated within areas to be subjected to the Plan of Sunriver are private areas, common areas, private ways, public roads and streets, private recreational areas, semipublic recreational or service areas, and leased scenic areas. Developer reserves the right to create and make provision for additional

land classifications in any Sunriver declaration. The Administrator of Sunriver will hold and retain title to common areas, private ways, private recreational areas, leased scenic areas and semipublic recreational or service areas subject, however, to the right of residents of Sunriver and others to use such areas as herein provided.

4.2 Private areas. Restrictions on and rules and regulations governing the use of private areas within a particular village shall be set forth in the Sunriver declaration used to create the village. By accepting a deed or lease to a private area within a village the grantee will be deemed to have covenanted that he will use and permit the use of the property only in accordance with, and that he will abide by and cause all those who come upon his premises to abide by the restrictions, covenants and conditions contained in the Plan of Sunriver and in the Sunriver declaration creating the village and in the rules and regulations promulgated thereunder, that he will pay to the Administrator of Sunriver all amounts provided for in the Plan of Sunriver and in such Sunriver declaration and that his property will be subject to a lien or liens as provided in such instruments. For the protection of all residents of Sunriver the Administrator of Sunriver will be generally responsible for the enforcement of such restrictions, covenants, conditions, rules and regulations.

4.3 Private Ways. Each unit owner and each resident of Sunriver is hereby granted a nonexclusive easement to use private ways for the purpose of walking thereon or traveling thereon by appropriate means. Each resident of Sunriver may permit his guests and invitees to use the private ways for such purposes. The easement herein granted shall be appurtenant to and assignable with

the unit with respect to which it is granted, but shall not otherwise be assignable. Use of private ways shall be subject to the Sunriver Rules and Regulations. The Administrator of Sunriver in its discretion may dedicate private ways to the public. The Administrator also may grant free access on private ways to police, fire and other public officials, to employees of utility companies serving Sunriver and to such other persons to whom the Administrator believes access should be given for the benefit of the residents of Sunriver. Developer may use the private ways for its own purposes and for the purpose of location of utilities thereon. By granting the right to residents of Sunriver and others to use private ways Developer does not intend to dedicate private ways to the public but rather intends to preserve the private character of such ways. The Administrator shall be deemed to have dedicated such ways to the public only if it shall file in the records of Deschutes County an instrument clearly evidencing its intention to dedicate such ways to the public.

4.4 Common areas. Each resident of Sunriver is hereby granted a nonexclusive easement to use common areas for such recreational purposes as may be permitted by the Sunriver Rules and Regulations and in the manner permitted therein. Each resident of Sunriver may permit his guests to use common areas for such purposes and in such manner. Common areas shall not be platted or otherwise divided into parcels for residential use. The Administrator of Sunriver may develop special recreational or service facilities on portions of the common areas for the general use and benefit of all residents of Sunriver and their guests. The Administrator may from time to time permit residents of Sunriver to use designated portions of common areas for recreational or service uses of benefit to such residents only (as, for

example, maintaining a volley ball or badminton court) provided that such permission shall be revocable at any time. The easement and rights herein granted shall be appurtenant and assignable with the unit in respect of which it is granted, but shall not otherwise be assignable. The Administrator in its discretion may dedicate common areas to the public for park purposes and may use common areas for the purpose of location of utilities thereon. The Administrator may bar any unit owner, members of his family and his guests from using common areas during periods in which the unit owner's maintenance assessments are delinquent.

4.5 Private recreational areas. It may be that a group of unit owners will wish to use a portion of the common areas to develop a facility such as a swimming pool or tennis court for their private use. The Administrator of Sunriver may lease a portion of the common areas to a group of not less than five unit owners who wish to develop the same for their private recreational use subject to the following conditions:

(a) The rentals received pursuant to the lease must be added to the maintenance fund.

(b) Not more than 10 percent of the common area in any village may be so leased at any one time.

(c) The lease shall provide that the lessees shall use the leased area solely for the development of a recreational facility thereon.

(d) The lease shall preclude the lessees from operating a private recreational facility on the leased premises for profit or from permitting anyone other than residents of Sunriver and their guests from using the facility.

(e) The lease shall provide that the lessees will erect or construct a designated recreational facility on the

leased premises within a specified time in accordance with standards to be fixed by the Design Committee and that they shall maintain the improvement at their expense in accordance with standards which shall be fixed by the Design Committee.

(f) The lease shall provide that ad valorem taxes assessed against any improvement constructed on a private recreational area shall be borne by the lessees.

No person shall be excused from paying any part of the maintenance assessment by virtue of his use of a private recreational area in lieu of a facility available to all residents of Sunriver.

4.6 Semipublic recreational or service areas. Developer believes that it will be possible to make certain kinds of recreational and service facilities available to the residents of Sunriver on an economical basis only if the general public is allowed to use the facilities along with the residents of Sunriver on a fee basis. For example, it may be advantageous to residents of Sunriver to establish a marina. However, it may be possible to operate a marina on close to a self-supporting basis only if fees can be collected from the general public for use of the marina. Therefore, Developer may subject areas to the Plan of Sunriver which will constitute "semipublic recreational or service areas" if each of the following conditions is met:

(a) Provision must be made for the use of the facility by the residents of Sunriver and their guests in the manner permitted by the Sunriver Rules and Regulations.

(b) Fees charged residents of Sunriver and their guests for the use of the facility may be no higher than those charged members of the public for an equivalent use or service.

(c) Any net cash profits from the operation of the facility must be added to the maintenance fund.

The Administrator shall be free to convert any semi-public recreational or service area into a common area on either a permanent or temporary basis at any time it deems this desirable.

4.7 Leased scenic areas. It may add to the quality of the Sunriver development to devote areas within Sunriver to uses normal to or traditional in Central Oregon even though such uses are of a nature which requires that residents of Sunriver be barred from the areas while they are being so used. For example, lease of areas within Sunriver for the grazing of cattle or farming may add to the attractiveness of Sunriver. Therefore, Developer may subject areas to the Plan of Sunriver which will constitute "leased scenic areas" on the following conditions:

(a) The Administrator of Sunriver may lease such areas to private parties if it deems this to the advantage of residents of Sunriver.

(b) The Administrator shall be responsible for the maintenance of and payment of taxes on such areas.

(c) During periods in which such areas are not leased or held for lease they shall be considered common areas.

(d) Any net cash profits from the leasing of such areas must be paid into the maintenance fund.

SECTION 5

Consolidation of Lots within Private Areas

Whenever a person shall own all of a lot restricted to single family residence use within a private area (the "basic lot"), together with one or more contiguous lots or contiguous portions thereof also restricted to single family residential use (the "additional lot" or "additional portion") and shall wish to consolidate the basic lot and the additional lot or additional portion, he may do so. The consolidation shall be effected by the

owner's filing in the records of deeds of Deschutes County, Oregon, a declaration stating that the two areas are consolidated.

The consolidation provided for in this section shall have the following effects:

(a) The consolidated areas shall constitute one unit for all purposes under the Plan of Sunriver and under the Sunriver declaration pursuant to which the village in which the consolidated areas are located was created, including the payment of maintenance assessments.

(b) The entire consolidated area may be used for the construction of only one residence thereon.

(c) No residence or other structure may be placed upon the remainder of a lot, a portion of which was consolidated with another lot but which remainder has not been consolidated with another lot, unless the area of such remainder constitutes at least 95 percent of the original area of the lot.

(d) Areas which have once been consolidated may at no time in the future be partitioned.

SECTION 6

Sunriver Rules and Regulations

In the exercise of its powers and in the performance of its obligations pursuant to the Plan of Sunriver and of any Sunriver declaration the Administrator of Sunriver may adopt, amend or repeal rules and regulations to be known as the Sunriver Rules and Regulations, to provide for the manner in which common areas (including special recreational facilities established thereon), private ways, semipublic recreational or service areas and any other areas which all residents of Sunriver are entitled to use shall be used. To the extent provided in a Sunriver declaration the Sunriver Rules and Regulations may provide for the manner in which private areas may be used.

The Sunriver Rules and Regulations may, among other things, provide for any of the following:

(a) For speed and other traffic controls, safety patrols, parking controls, and restrictions upon the type of vehicles which may use private ways;

(b) As to the spaces within common areas which may be used for particular recreational or service purposes and as to the times and manner in which such spaces may be used;

(c) For charges for use of recreational facilities and for services to be supplied by the Administrator of Sunriver to be applied uniformly to all residents of Sunriver and their guests;

(d) For the control of noise, for litter control and trash disposal and for the personal conduct of residents of Sunriver and their guests while in the common areas, private ways and semipublic recreational or service areas;

(e) For the conditions upon which guests of residents of Sunriver will be entitled to use common areas, private ways and semipublic recreational or service areas and for the terms and conditions upon which guest cards will be issued.

All rules and regulations must be applicable on a nondiscriminatory basis. However, provisions uniformly applicable to a class of persons, such as children of particular ages, will not be deemed discriminatory. A current copy of the Sunriver Rules and Regulations shall be kept on file at the principal office of the Administrator of Sunriver at all times. Such Rules and Regulations shall have the same force and effect as if set forth herein as part of the Plan of Sunriver.

SECTION 7

Maintenance and Development Fund

7.1 Imposition of regular assessments. The Administrator of Sunriver shall have the right to impose an assessment against

each unit owner within Sunriver in an amount not in excess of $10 per month for each unit owned by each unit owner, unless such amount shall be increased as provided in Sections 7.2 or 7.3 herein. Such assessments shall be applied uniformly to all unit owners except that Developer shall not be assessed with respect to a unit owned by it upon which no dwelling house has been erected, no assessment shall be imposed with respect to a condominium unit which has never been sold or rented and no assessment shall be imposed against a rental unit in a multioccupancy building which has never been rented. On or before December 1 of each year the Administrator shall fix the amount of the assessment to be imposed during the ensuing calendar year and shall notify each person who is then a unit owner of the amount of the assessment to be imposed for such year. Any unit owner who shall pay the assessment to be imposed for all 12 months of the ensuing calendar year prior to January 1 of such year shall be entitled to a discount in the amount of 3 percent of the gross amount assessed for such 12-month period. Assessments which are not so prepaid shall be paid on or before the first day of the month with respect to which they are imposed. In the event that a person shall acquire a unit or his unit shall first become subject to assessment during the course of a calendar year his first assessment shall come due on the first day of the month following the month during which he has acquired his unit or during which the unit first became subject to assessment.

7.2 Cost of living adjustment in maximum amount of maintenance assessments. The maximum amount of the maintenance assessments provided in Section 7.1 shall be increased by 5 percent for each 5 percent increase occurring after January 1, 1969 over the level on January 1, 1969 of the United States, Department of Labor, Bureau of Labor Statistics, Consumers Price Index, All Items, United States City Average (1957-1959 equals 100), or the successor of such index.

7.3 Increase in maximum amount of maintenance assessments with consent of unit owners. In the event that the Administrator shall deem the maintenance fund to be inadequate for the purposes for which it is to be maintained, taking into account the need for reasonable reserves for special purposes, the annual maintenance assessment may be increased above the amounts provided for in sections 7.1 and 7.2, provided that such increase shall have been approved in writing by unit owners owning at least 60 percent of the units within Sunriver which are subject to assessment.

7.4 Special purpose assessments. In the event that the Administrator of Sunriver deems it to be to the advantage of the residents of Sunriver to impose a special purpose assessment to provide funds for the development of a particular recreational facility it may impose such a special assessment, provided that the amount of the assessment and the terms upon which it will be imposed have been approved in writing by the unit owners, other than Developer, owning at least 60 percent of the units which will be subject to the assessment. All special purpose assessments shall be applied uniformly to all unit owners, including Developer. In the event that such an assessment is imposed the Administrator shall add the moneys derived therefrom to the maintenance fund, but shall keep the same in a special account and shall use the same only for the purposes set forth in the instrument by which the unit owners consented to the special assessment.

7.5 Maintenance fund. The Administrator shall keep all moneys which it may collect from maintenance assessments together with all other moneys which it is required to add to the maintenance fund pursuant to the provisions hereof or of any Sunriver declaration in a separate fund to be called the "maintenance fund," and shall use the moneys in the maintenance fund only for the following purposes:

(a) Payment of the cost of maintaining and developing private ways (including streetlights, entrance and other signs), common areas, semipublic recreational or service areas, leased scenic areas and special recreational and other facilities on common areas or semipublic recreational or service areas available for use by all of the residents of Sunriver.

(b) Payment of taxes and assessments levied against private ways, common areas, semipublic recreational or service areas, leased scenic areas and the improvements thereon.

(c) Payment of the cost of providing patrol and fire prevention and control service, garbage and trash disposal, if provided.

(d) Payment of the cost of insurance, including insurance protecting the Administrator of Sunriver, the Design Committee, The Sunriver Association and any village association against liability arising out of their functions and activities in the administration of the Plan of Sunriver.

(e) Payment of the cost of enforcing the provisions contained in the Plan of Sunriver, the Sunriver Rules and Regulations, and the covenants and provisions contained in any Sunriver declaration.

(f) Payment to The Sunriver Association or to a village association of costs incurred in the performance of any obligation of the Administrator of Sunriver which has been delegated to The Sunriver Association or to the village association.

(g) Payment of fees of the professional members of the Design Committee and of expenses incurred by the Design Committee.

(h) Payment for other services which the Administrator deems to be of general benefit to residents of Sunriver.

(i) Payment of costs incurred in collecting maintenance assessments.

(j) Payment of expenses incurred in organizing The Sunriver Association or any village association and of maintaining the same as corporations.

(k) Payment of any expense reasonably incurred by the Administrator in carrying out any function for which it has been given responsibility hereunder.

(l) Payment to the Administrator of Sunriver of a portion of its overhead reasonably attributable to the performance of the functions set forth in (a) through (k) above.

Included among the moneys which are to be paid into the maintenance fund are all maintenance assessments, fines, penalties, fees for use of recreational or service facilities located on common areas or semipublic recreational or service areas, Design Committee fees, rentals from leases of private recreational areas or leased scenic areas, interest on amounts payable into the maintenance fund and payments to reimburse the Administrator for moneys expended from the maintenance fund. Except as stated above no part of the maintenance fund will inure to the benefit of Developer.

7.6 Annual accounting. Within 90 days following the close of each calendar year the Administrator shall render to each unit owner an accounting which shall set forth the amount and source of all income received in the maintenance fund and all disbursements from the fund during the previous calendar year together with a statement of the assets of and liabilities of the maintenance fund at the close of the last calendar year. The Administrator of Sunriver shall maintain records of all amounts received into the maintenance fund and of all disbursements therefrom, which records shall be open to inspection by any unit owner or by the officer of any village association or of The Sunriver Association at any reasonable time during normal business hours.

SECTION 8

Design Committee

8.1 Function of Design Committee. The Design Committee shall exercise the functions for which it is given responsibility in any Sunriver declaration and in this Plan of Sunriver. Generally, the Design Committee will be responsible for the approval of plans and specifications for the development of private areas and for the promulgation and enforcement of rules and regulations governing the use and maintenance of private areas and the improvements thereon.

8.2 Members: term and removal. The Design Committee shall consist of as many persons, not less than three, as the Administrator of Sunriver may from time to time appoint. The Administrator may remove any member of the Design Committee from office at any time and may appoint new or additional members at any time. The Administrator shall keep on file at its principal office a list of the names and addresses of the members of the Design Committee.

8.3 Action. Except as otherwise provided herein, any two members of the Design Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

8.4 Failure to act. If at any time the Design Committee shall for any reason fail to function, the board of directors of the Administrator shall have complete authority to serve as a pro tem Design Committee.

8.5 Duties and rules. The Design Committee shall consider and act upon all matters properly submitted to it pursuant to the Plan of Sunriver or in any Sunriver declaration. In furtherance of this function, the Design Committee may, by unanimous vote, from time to time and in its sole discretion adopt, amend and

repeal rules and regulations to be known as the "Design Committee Rules" establishing its operating procedures and interpreting, detailing and implementing the provisions of the instruments pursuant to which it is charged with responsibility. The Design Committee may establish a reasonable fee to be paid to it to cover its costs incurred in considering and acting upon matters submitted to it. Such fees shall be paid into the maintenance fund. A current copy of the Design Committee Rules shall be kept on file at the principal office of the Administrator of Sunriver at all times. Such rules shall have the same force and effect as if set forth herein as part of the Plan of Sunriver.

8.6 Nonwaiver. Consent by the Design Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

8.7 Estoppel certificate. Within 30 days after written demand therefor by a unit owner the Design Committee shall execute and deliver to the unit owner requesting the same an estoppel certificate certifying with respect to the unit of such unit owner that as of the date of the certificate either (a) all improvements and other work within said unit comply with the Plan of Sunriver and with all restrictions and rules and regulations adopted in or pursuant to any Sunriver declaration, or (b) that such improvements and work do not so comply for reasons specified in the certificate. Any purchaser or mortgagee of a unit may rely on such certificate with respect to the matters set forth therein, such matters being conclusive against the Administrator of Sunriver and all unit owners in Sunriver.

8.8 Liabilities. Neither the Design Committee nor any member thereof shall be liable to any unit owner or the Administrator of Sunriver for any damage, loss or prejudice suffered or claimed

on account of any action or failure to act of the Committee or a member thereof, provided only that the member, in accordance with actual knowledge possessed by him, has acted in good faith.

SECTION 9

Administrator of Sunriver

9.1 Powers and responsibilities of the Administrator. In addition to such other powers and responsibilities as shall be given to or imposed upon it by this Plan of Sunriver and by any Sunriver declaration, the Administrator of Sunriver shall have the following powers and responsibilities:

(a) The Administrator shall be responsible for maintaining all private ways, common areas, semipublic recreational or service areas, leased scenic areas and the improvements thereon.

(b) The Administrator shall be responsible for the construction of such improvements on the private ways, common areas, leased scenic areas and semipublic recreational or service areas as it deems will be of benefit to the residents of Sunriver and their guests in accordance with the Sunriver Rules and Regulations.

(c) The Administrator shall be responsible for the enforcement of all covenants and restrictions contained in the Plan of Sunriver and in any Sunriver declaration.

(d) The Administrator shall be responsible for the promulgation and enforcement of the Sunriver Rules and Regulations and the enforcement of the Design Committee Rules and the decisions of the Design Committee.

(e) The Administrator shall be responsible for the payment of all ad valorem taxes and assessments imposed on any of the common areas, private ways, leased scenic areas or semipublic recreational or service areas within Sunriver.

(f) The Administrator shall be responsible for the provision of such services to the residents of Sunriver as it

shall deem to be of benefit to the residents of Sunriver.

(g) The Administrator shall be responsible for procuring and maintaining insurance on all improvements constructed on the common areas, leased scenic areas or semipublic recreational or service areas.

(h) The Administrator shall be responsible for collection of maintenance assessments, fines and penalties, and such assessments as may be levied within any village in the manner provided in a Sunriver declaration.

(i) The Administrator shall be responsible for the fixing of fees for use of recreational and service facilities within the common areas and in the semipublic recreational or service areas and for the collection thereof. All such fees shall be paid into the maintenance fund.

(j) The Administrator may organize a village association at any time that it deems it desirable to do so.

9.2 Delegation of functions. The Administrator of Sunriver may at any time delegate to The Sunriver Association or to any village association responsibility for the performance of any duty or function of the Administrator of Sunriver and The Sunriver Association or village association shall accept such responsibility, provided that the Administrator shall arrange to pay to The Sunriver Association or village association the expenses which it shall reasonably incur in the performance of such duty or function.

9.3 Limitation of liability. The Administrator of Sunriver shall not be liable for failure to carry out any responsibility enumerated in Section 9.1 herein or elsewhere in the Plan of Sunriver in cases in which there are not sufficient moneys in the maintenance fund to enable it to carry out its responsibility. The Administrator shall have sole power to determine for which authorized purposes moneys in the maintenance fund shall be spent including the power to determine how much shall be held in reserve.

Neither the Administrator nor any officer or director thereof shall be liable to any unit owner, to any resident of Sunriver, to The Sunriver Association nor to any village association on account of any action or failure to act of the Administrator, provided only that in accordance with actual knowledge possessed by it, it has acted in good faith.

9.4 Required transfer of functions. At such time as the Developer deems it desirable or in any event when the development of Sunriver is substantially completed Developer will delegate and assign to The Sunriver Association all of its powers and responsibilities given to or imposed upon it by this Plan of Sunriver or by any Sunriver declaration, will convey to The Sunriver Association all of its right, title and interest in and to the private ways, common areas, private recreational areas and semipublic recreational or service areas and will transfer over to The Sunriver Association all moneys then in the maintenance fund and The Sunriver Association shall accept the same. The development of Sunriver shall be deemed to be substantially complete at the earlier of (a) the time when Developer shall declare it to be so; (b) the time when Developer shall have sold, leased or converted into common areas, private ways, private areas, semipublic recreational or service areas, leased scenic areas or public streets, roads or parks, 90 percent of the total land area within Sunriver; or (c) January 1, 1999.

SECTION 10

The Sunriver Association

Developer expects to delegate from time to time to an association representing all unit owners within Sunriver responsibilities which Developer has assumed pursuant to this Plan of Sunriver and as provided in Section 9.4, eventually will delegate to such association all of its responsibilities to the end that the association shall become the Administrator of Sunriver. In

order to facilitate the accomplishment of such purposes Developer shall organize an association to represent all unit owners within Sunriver not later than the earlier of the time in which four villages have been created within Sunriver or January 1, 1974. Developer shall have the right to organize the association on such basis as shall appear to Developer to be most advantageous to the unit owners of Sunriver at the time of organization subject, however, to the following conditions:

(a) The association shall be incorporated as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon.

(b) The articles of incorporation of the association shall provide for its perpetual existence, but in the event the association shall at any time be dissolved, whether inadvertently or deliberately, it shall immediately be succeeded by an unincorporated association of the same name. In that event all of the powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible any such successor unincorporated association shall be governed by the articles of incorporation and bylaws of the incorporated association as if they had been made to constitute the governing documents of the unincorporated association.

(c) The articles of incorporation of the association shall provide for representation of each unit owner in Sunriver on one of the following bases:

(i) The articles may provide that each unit owner shall be a member of the association with one vote for each unit owned by him;

(ii) The articles may provide that each village association will be a member with one vote for each unit within the village which the village association represents; or

(iii) The articles may provide that with respect to designated villages the owners of each unit within the designated village shall be a member of the association with one vote for each unit owned by him and that with respect to other designated villages the village association representing such designated villages will be a member with one vote for each unit contained within the village.

The articles shall provide that representation of each unit owner through membership in the association on one of the others set forth above shall commence, exist and continue simply by virtue of ownership of a unit, shall expire automatically upon termination of such ownership and need not be confirmed or evidenced by any certificate or acceptance of membership.

(d) The articles of incorporation shall provide that the association will at any time and from time to time accept any responsibilities of Developer contained in the Plan of Sunriver which Developer may delegate to the association, provided that Developer shall provide funds from the maintenance fund to the association necessary to enable it to carry out the responsibilities which it assumes. Also, the articles of incorporation shall provide that the association will accept title to the private ways, common areas, leased scenic areas and semipublic recreational or service areas within Sunriver at such time as Developer may elect to convey the same to the association.

(e) The articles of incorporation of the association shall provide that the association shall exercise and perform all of the following powers and obligations:

(i) The powers and obligations delegated, conveyed or otherwise assigned to the association by Developer;

(ii) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon; and

(iii) Any additional or different powers and obligations necessary or desirable for the purpose of carrying out the functions of the association pursuant to the Plan of Sunriver or otherwise promoting the general benefit of unit owners within Sunriver.

(f) The articles of incorporation of the association shall be subject to amendment as provided in the Oregon nonprofit corporation law and the bylaws of the association shall be subject to amendment by the board of directors of the association.

Neither the association nor any officer or director thereof shall be liable to any unit owner, to Developer of to any village association for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the association, provided only that the association, in accordance with actual knowledge possessed by it, has acted in good faith.

SECTION 11

Enforcement

11.1 Enforcement of Sunriver Rules and Regulations. It will be important to the residents of Sunriver that the Sunriver Rules and Regulations be enforced in as impartial and uniform manner as practicable. In most cases it will not be desirable to resort to the public authorities for the enforcement of these rules and regulations. Therefore, the Administrator of Sunriver may impose penalties for the violation of the Sunriver Rules and Regulations within the following limits:

(a) The Administrator may impose a fine upon the resident of Sunriver who has violated or whose guest has violated a rule or regulation in an amount not to exceed the sum of $35 for any one violation. If such fine is not paid by the

person upon whom it is imposed it shall be paid by the unit owner who by virtue of his ownership of a unit caused the person upon whom the fine was imposed to be a resident of Sunriver.

(b) The Administrator may provide that a person who has violated a rule or regulation shall be deprived of his right to use the common areas, semipublic recreational or service areas or any specified parts of either for a period of not to exceed one year on account of any one violation. Such penalty shall become effective ten days after delivery by the Administrator of notice thereof to the person upon whom it is imposed.

11.2 Violation of Sunriver declaration by nonqualifying improvement. In the event that any unit owner constructs or permits to be constructed on his unit an improvement contrary to the provisions of a Sunriver declaration or in the event that a unit owner maintains or permits any improvement, condition or other thing on his unit contrary to the provisions of a Sunriver declaration, the Administrator of Sunriver may no sooner than 60 days after delivery to such unit owner of written notice of the violation enter upon the offending unit and remove the cause of such violation, or alter, repair or change the item which is in violation of such declaration in such manner as to make it conform thereto. The Administrator may charge such unit owner for the entire cost of the work done by it pursuant to this section. Such amount shall become payable upon delivery by the Administrator to the unit owner of notice of the amount due, and shall be paid into the maintenance fund to the extent that the costs being reimbursed were paid out of the maintenance fund.

11.3 Violation of Sunriver declaration relating to landscaping. In the event that any unit owner fails to comply with the provisions of a Sunriver declaration limiting the removal

of trees and shrubs, the Administrator of Sunriver may impose on such unit owner a fine in an amount not to exceed $25 for each shrub removed in violation of such declaration and not to exceed $25 per inch of the diameter of the stump of each tree removed in violation of such declaration. The Administrator may also restore the original landscaping insofar as is reasonably possible and charge the unit owner for the entire cost involved in such restoration. Such costs shall become payable upon delivery by the Administrator to the unit owner of notice of the amount thereof and shall be paid into the maintenance fund to the extent that amounts being reimbursed were paid out of the maintenance fund.

11.4 Violation of Sunriver declaration by prohibited activity. In the event that any unit owner shall violate a provision of a Sunriver declaration relating to the activities which may be conducted on his unit or if any person on the unit with the permission of the unit owner shall violate such a provision the Administrator of Sunriver may impose a fine upon such unit owner in an amount not to exceed $35 for any one violation.

11.5 Payment of fines. Each fine imposed pursuant to sections 11.1, 11.3 or 11.4 shall become payable by the person upon whom it is imposed ten days after delivery by the Administrator of notice thereof to the person by whom it is payable. Each notice of fine shall refer to the rule, regulation or provision which has been violated and set forth a succinct statement of the conduct which the Administrator claims has violated such rule, regulation or restriction. All fines shall be paid into the maintenance fund.

11.6 Appeals. Any person upon whom a fine or penalty has been imposed pursuant to sections 11.1, 11.3 or 11.4 who deems that such fine or penalty was unfairly imposed, either because he did not violate a rule, regulation or provision as charged or because the fine or penalty imposed is unduly severe, may appeal

from the imposition of the fine or penalty by filing a statement to that effect with the Administrator at any time before the fine becomes payable or the penalty effective. All appeals shall be determined by a body to be known as the "Sunriver Judicial Council" in accordance with such rules of procedure as such Council may adopt from time to time. The Sunriver Judicial Council shall consist of not less than three residents of Sunriver who shall be appointed by the Administrator. The Administrator may remove any number of the Council from office at any time and may appoint new or additional members at any time. The Administrator shall keep on file at its principal office a list of the names and addresses of the members of the Council. Any two members of the Council may act for the Council. The Council shall render its decisions on appeals determined by it in writing and notice thereof shall be given to the person upon whom the fine or penalty was imposed. Pending a decision on appeal collection of a fine or imposition of penalty shall be stayed. The decision of the Council shall be binding on the Administrator and shall be binding on the person upon whom the fine or penalty is imposed to the extent permitted by Oregon law.

11.7 Interest. Any amount not paid to the Administrator of Sunriver when due in accordance with the Plan of Sunriver or in any Sunriver declaration shall bear interest from the date due until paid at the rate of 10 percent per annum.

11.8 Default in payment of maintenance assessments, fines and charges. Each maintenance assessment, fine or charge levied or imposed pursuant to the Plan of Sunriver or any Sunriver declaration, together with interest thereon, shall be a separate, distinct and personal debt and obligation of the unit owner or resident of Sunriver against whom the maintenance assessment, fine or charge is levied or imposed or from whom the amount is due. If a unit owner fails to pay any such fine, assessment or charge or any instalment thereof when due the unit owner shall be

in default and the amount of the fine, assessment or charge not paid together with interest, costs and attorneys' fees as elsewhere provided for herein shall become a lien upon the unit or units owned by the person from whom the fine, assessment or charge is due upon the filing by the Administrator of Sunriver in the records of mortgages of Deschutes County, Oregon, of a notice of lien setting forth the amount due and a description of the units against which the lien is imposed. Such lien shall not take effect until notice thereof has been so filed. Thus, such lien shall be subordinate to the lien of any mortgage upon any unit which is accepted in good faith and for value and which was recorded prior to the filing of the notice of lien. The Administrator of Sunriver may commence proceedings to foreclose any such lien at any time within three years following the date of such filing.

11.9 Expenses and attorneys' fees. In the event that the Administrator of Sunriver shall bring any suit or action to enforce any provision contained in the Plan of Sunriver or in a Sunriver declaration, to collect any money due to it thereunder or to foreclose a lien, the defendant in such suit or action shall pay to the Administrator all costs and expenses which the Administrator shall incur in connection with such suit or action, including a foreclosure title report, and such amount as the court may determine to be reasonable as attorneys' fees therein, including attorneys' fees incurred in connection with any appeal from a decision of the trial court or an intermediate appellate court.

11.10 Nonexclusiveness and accumulation of remedies. Election by the Administrator of Sunriver to pursue any remedy provided for the violation of any provision of the Plan of Sunriver or of a Sunriver declaration shall not prevent concurrent or subsequent exercise of another remedy permitted thereunder

or which is permitted by law. The remedies provided in the Plan of Sunriver and in any Sunriver declaration are not intended to be exclusive but shall be in addition to all other remedies, including actions for damages or suits for injunctions or for specific performance available under applicable law.

11.11 Right of entry. The Administrator of Sunriver or any member of the Design Committee authorized by the Administrator may at any reasonable time, and from time to time at reasonable intervals, enter upon any unit within Sunriver for the purpose of determining whether or not the use of such unit or any improvement thereon is then in compliance with the Plan of Sunriver or any Sunriver declaration. No such entry shall be deemed to constitute a trespass or otherwise to create any right of action in the unit owner or occupant of such parcel.

SECTION 12

Miscellaneous Provisions

12.1 Amendment and repeal. With the consent of the Administrator of Sunriver any provision of this Plan of Sunriver may at any time be amended or repealed or provisions may be added by either of the following methods:

(a) Unit owners owning 75 percent of the units may consent in writing to the amendment or repeal of a provision or to the addition of a new provision; or

(b) The Sunriver Association may consent to such amendment, repeal or addition.

The Sunriver Association shall be deemed to have consented to the amendment or repeal of a provision contained in the Plan of Sunriver or to the addition of a new provision if the following procedure shall have been followed:

(a) The board of directors of The Sunriver Association shall have adopted a resolution setting forth the proposed amendment, provision for repeal or proposed additional

provision and directing that it be submitted to a vote at a meeting of the members, which may be either an annual or a special meeting.

(b) Written notice setting forth the proposed amendment, provision for repeal or proposed additional provision, or a summary of the changes to be effected thereby, shall be given to each unit owner and to each village association at least 60 days prior to the time of the meeting at which the proposed amendment, provision for repeal or proposed additional provision is to be considered.

(c) Written notice setting forth the proposed amendment, provision for repeal or proposed additional provision, or a summary of the changes to be effected thereby, shall also be given to each member of The Sunriver Association with his notice of the meeting of the members at which the proposed amendment, provision for repeal or proposed additional provision is to be considered.

(d) At the meeting of the members at which the proposed amendment, provision for repeal or proposed additional provisions is to be considered, the proposed amendment, provision for repeal or proposed additional provision shall be submitted to a vote of the members. The proposed amendment, provision for repeal or proposed additional provision shall be adopted upon receiving two thirds of the votes entitled to be cast by all of the members of the Association.

Any amendment or repeal of a provision of the Plan of Sunriver or additional provision shall become effective only upon the filing in the records of deeds of Deschutes County, Oregon, of a certificate of the secretary or assistant secretary of the Administrator of Sunriver setting forth in full the amendment, amendments, additional provision or repeal approved as provided in this section and certifying that said amendment,

amendments, additional provision or repeal have been approved in the manner required therefor herein.

12.2 Joint owners. In any case in which two or more persons share the ownership of any unit, regardless of the form of ownership, the responsibility of such persons to comply with the provisions of the Plan of Sunriver and the Sunriver declarations shall be a joint and several responsibility. The act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interests provided, however, that in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Administrator of Sunriver or The Sunriver Association, as the case may be, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

12.3 Construction; severability; number; captions. The Plan of Sunriver shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs of the Plan. Nevertheless, each provision of the Plan of Sunriver shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein 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 used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of the Plan of Sunriver.

12.4 Notices. Any notice permitted or required by the Plan of Sunriver or any Sunriver declaration may be delivered either personally or by mail. Delivery by mail shall be deemed to have been accomplished 24 hours after the notice has been deposited as certified or registered mail in the United States mail, with postage prepaid, addressed as follows:

If to Developer, the Design Committee or the Administrator of Sunriver:

Sunriver Properties, Inc.
P. O. Box 1224
Bend, Oregon 97701;

If to a unit owner, at the address given by him at the time of his purchase of a unit or at the address of his unit within Sunriver.

The address of any person may be changed by him at any time by notice in writing delivered as provided herein.

IN WITNESS WHEREOF Sunriver Properties, Inc. has caused this declaration setting forth the Plan of Sunriver to be executed this 20th day of June 1968.

SUNRIVER PROPERTIES, INC.

By Donald V. McCallum
Donald V. McCallum, President

Attest:

M. Dean Seger
Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this 20th day of June, 1968, personally appeared DONALD V. McCALLUM who, being duly sworn, did say that he is president of Sunriver Properties, Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: June 7, 1971

EXHIBIT A

PARCEL I

That certain real property described in deed from Lee Evans and Goldie Evans, husband and wife, to Abbot Recreational Lands, Inc. dated February 9, 1965 and recorded on March 2, 1965 in volume 142 of the records of deeds of Deschutes County, Oregon, at page 390.

PARCEL II

That certain real property described in deed from Lee Evans and Goldie Evans, husband and wife, to Sunriver Properties, Inc. dated January 10, 1967 and recorded on January 30, 1967 in volume 152 of the records of deeds of Deschutes County, Oregon, at page 34.

8/17/76

8270

VOL. 239 PAGE 270

SUPPLEMENT TO PLAN OF SUNRIVER

The following Supplement to The Plan of Sunriver is made as of this 17 day of August, 1976, by SUNRIVER PROPERTIES, INC., an Oregon corporation ("Developer").

OBJECTIVES AND RECITALS

Developer has heretofore filed a document entitled "Plan of Sunriver" dated June 20, 1968 ("the Plan of Sunriver") which was recorded in the Deed Records of Deschutes County in Volume 159 at page 198, and following. The objectives of the Plan of Sunriver are stated in the preamble thereto and are incorporated herein by reference. In summary, the Plan of Sunriver is intended to create a plan of covenants, conditions and restrictions running with the land for the benefit of various lots, condominium units and other properties from time to time developed thereunder for the mutual benefit of all of those parcels of property and every part thereof and interest therein.

Pursuant to the terms of the Plan of Sunriver, Developer reserved the right to subject certain property to the Plan of Sunriver from time to time by filing a Declaration pursuant to Section 2 thereof. Pursuant to Section 7.1 of the Plan of Sunriver, assessments are levied for maintenance of various common areas and for other purposes described in the Plan of Sunriver on all persons owning various units other than Developer.

Developer desires to subject the units owned by Developer to assessment, pursuant to Section 7 of the Plan of Sunriver on an equitable basis so that Developer shall be subject to assessment with respect to units in inventory and ready for sale under all applicable laws. Developer desires to record this Supplement to the Plan of Sunriver relinquishing and waiving its right to be free of assessments with respect to such units owned by it.

NOW, THEREFORE, IN CONSIDERATION of the benefits to be derived by Developer from enhancement of the operations of Sunriver pursuant to the Plan of Sunriver as a result of the waivers and undertakings on its part herein set forth, and as a supplement to the Plan of Sunriver to be construed as covenants running with the land, binding upon and inuring to the benefit of the heirs, successors and assigns of all persons acquiring any right, title or interest in and to any unit in Sunriver or any portion thereof or interest therein, Developer hereby agrees as follows:

1. Units Owned by Developer Shall Be Subject to Assessment. From and after the date hereof, units available for sale (as hereinafter defined) shall be subject to assessment pursuant to Section 7 of the Plan of Sunriver, notwithstanding the fact that they are owned by Developer.

2. Units Available For Sale Defined. The term "unit available for sale" shall mean any "unit", as defined in Section 1.20 of the Plan of Sunriver, (i) shown on a plat or map thereof, subject to the Plan of Sunriver and approved for offer of sale to the public pursuant to all applicable laws, ordinances, rules and regulations of the

State of Oregon and the United States Department of Housing and Urban Development, Office of Interstate Land Sale Registration, (ii) from and after the date when the first unit in the subdivision or platted area, so approved, has been sold to a person, firm or entity other than Developer. By way of example, when the first sale of a unit occurs in a platted area, consisting of twenty (20) lots and common area which has been approved for sale, and the purchaser of that unit becomes subject to assessment pursuant to Section 7 of the Plan of Sunriver, then, from and after that date, Developer shall be liable for the assessments on the remaining unsold lots within the platted area during the period when Developer is the owner thereof. The purpose of this provision is to subject Developer to liability for assessments with respect to all units in increments of Sunriver from and after the date when the first unit sale in such increment has occurred to a person other than Developer.

3. Plan of Sunriver To Remain in Full Force and Effect. The provisions hereof supplement the Plan of Sunriver and are provided by Developer as a waiver of certain of the provisions of the Plan of Sunriver which are for Developer's benefit, to wit, the provisions of Section 7.1 exempting units owned by Developer from assessment. The provisions hereof are given to Supplement the Plan of Sunriver and are intended to operate as covenants running with the land for the benefit of all persons owning any interest in property subject to the

Plan of Sunriver including, but without limitation, existing unit owners, their successors, assigns and mortgagees.

IN WITNESS WHEREOF, the Developer has executed this Supplement to the Plan of Sunriver, the day and year first above written.

SUNRIVER PROPERTIES, INC.

By _____

Its President

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

On this 17 day of August, 1976, personally appeared before me R. C. ANDERSON, who, being duly sworn, did say that he is the President of SUNRIVER PROPERTIES, INC., a corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

_____
Notary Public for Oregon.
My Commission Expires: 8-6-78.

Department of Commerce
REAL ESTATE DIVISION
Subdivision Section
COMMERCE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-8422

October 18, 1976

Ms. Rosemary Patterson
Deschutes County Clerk
Deschutes County Courthouse
Bend, Oregon 97701

RE: SUNRIVER FILINGS

Dear Ms. Patterson:

This Division has reviewed the "Supplement to Plan of Sunriver". Since the instrument is not an amendment or supplement to a specific condominium declaration or bylaws, we have determined that our approval, under ORS 91.535, is not required.

We appreciate your inquiring prior to recording the document.

Very truly yours,

Barbara Kanz

Barbara Kanz, Examiner
Subdivision Section

BK/rgo
cc: Howard Feuerstein, Attorney at Law

AN EQUAL OPPORTUNITY EMPLOYER

8270
STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 19 day of Oct A.D. 1976 at 9:25 o'clock A M., and recorded in Book 239 on Page 270 Records of Deeds
ROSEMARY PATTERSON County Clerk
By Denise Lobdell Deputy

17457 VOL 265 PAGE 75

SUNRIVER DECLARATION SUBJECTING CERTAIN AREAS TO THE PLAN OF SUNRIVER

By instrument dated June 20, 1968 and recorded on June 20, 1968 in Volume 159 of the Records of Deeds of Deschutes County, Oregon at Page 198, SUNRIVER PROPERTIES, INC., an Oregon corporation, "the Developer", has established the Plan of Sunriver.

The Plan of Sunriver provides that land may be subjected to the Plan of Sunriver by the filing of a declaration by Developer in the Records of Deeds of Deschutes County, Oregon, subjecting such land to the Plan of Sunriver. The Plan further provides for the classification of land so subjected to the Plan of Sunriver. Such land classifications include "common areas" and "leased scenic areas".

Developer now wishes to subject certain land to the Plan of Sunriver and to provide for the classification thereof.

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

Pursuant to Sections 1.2 and 2.1 of the Plan of Sunriver, Developer does hereby declare that the property described on Exhibit "A" attached hereto shall be subject to the Plan of Sunriver and shall constitute "common areas" within the meaning of Section 4.4 of the Plan of Sunriver.

IN WITNESS WHEREOF, Sunriver Properties, Inc. has executed this declaration on the 29 day of December, 1977.

SUNRIVER PROPERTIES, INC.

By R K Duplanty
R. K. DUPLANTY, Executive Vice President and General Manager

ATTEST:

Charles P. Hansen
Charles P. Hansen, Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this 29 day of December, 1977, personally appeared R. K. DUPLANTY, who, being first duly sworn, did say that he is the Executive Vice President and General Manager of SUNRIVER PROPERTIES, INC., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon.
My commission expires: 8-6-78

Exhibit "A"

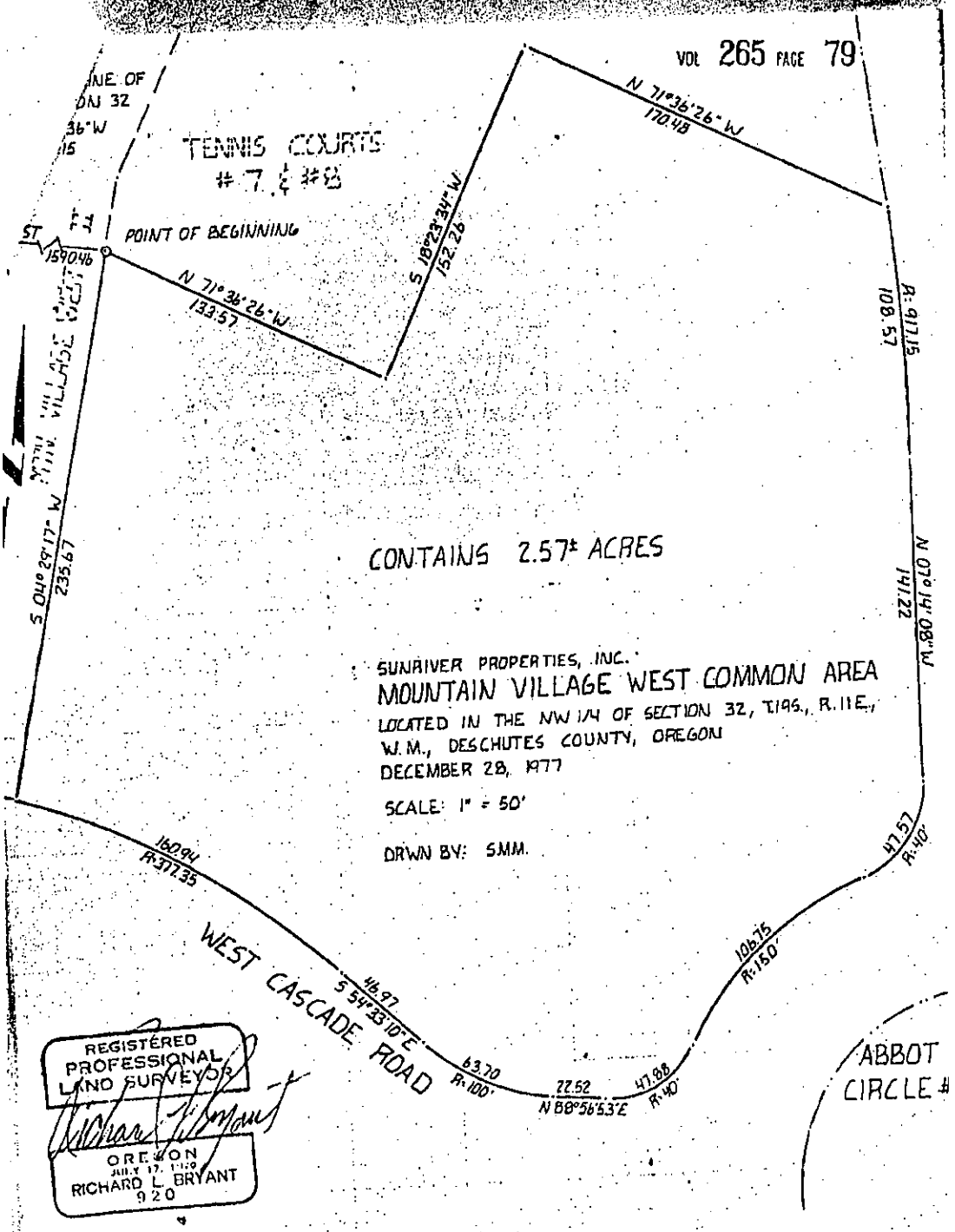
PROPERTY DESCRIPTION

Mountain Village West Common

A tract of land containing 2.57 acres, more or less, located in the NW ¼ of Section 32, T.19S., R.11E., W.M., Deschutes County, Oregon, being more particularly described as follows: Commencing at the Northwest corner of said Section 32; thence S 00° 07' 36" W along the West line of said Section 32 a distance of 370.15 feet; thence East a distance of 1590.46 feet to the true point of beginning for the tract being described;

thence S 04° 29' 17" W along the Easterly boundary of the plat of Mountain Village West II a distance 235.67 feet to the Northerly right-of-way line of West Cascade Road as per the plat of Mountain Village West I;
thence along said right-of-way line on the arc of a 377.35 foot radius curve to the right a distance of 160.94 feet, the chord of which bears S 66° 42' 21" E a distance of 159.84 feet;
thence continuing along said right-of-way line S 54° 33' 10" E a distance of 46.97 feet;
thence continuing along said right-of-way line on the arc of a 100.00 foot radius curve to the left a distance of 63.70 feet, the chord of which bears S 72° 48' 10" E a distance of 62.63 feet;
thence continuing along said right-of-way line N 88° 56' 53" E a distance of 22.52 feet;
thence continuing along said right-of-way line on the arc of a 40.00 foot radius curve to the left a distance of 47.88 feet, the chord of which bears N 54° 39' 23" E a distance of 45.07 feet;
thence along the Northerly right-of-way line of Abbot Circle #4 as per the plat of Mountain Village East I on the arc of a 150.00 foot radius curve to the right a distance of 106.75 feet, the chord of which bears N 40° 45' 28" E a distance of 104.51 feet;
thence leaving said Northerly right-of-way line on the arc of a 40.00 foot radius curve to the left a distance of 47.57 feet, the chord of which bears N 26° 57' 22" E a distance of 44.96 feet;
thence N 07° 14' 08" W a distance of 141.22 feet;
thence on the arc of a 917.15 foot radius curve to the left a distance of 108.57 feet, the chord of which bears N 10° 37' 35" W a distance of 108.51 feet;
thence N 71° 36' 26" W along the southerly boundary line of Tennis Courts #7 and #8 as described in the Declaration recorded in Volume 257, Page 777, Deschutes County Records;
thence continuing along said Southerly line S 18° 23' 34" W a distance of 152.26 feet;
thence continuing along said Southerly line N 71° 36' 26" W

a distance of 133.57 feet to the true point of beginning and terminus of this description.



McCULLOUGH, BRYANT & ASSOC., INC.
SUNRIVER, OREGON

OVERLOOK--MOUNTAIN VIEW--ABBOT DRIVE COMMON

A tract of land containing 0.97 acres lying in SW 1/4SE 1/4, Section 32, T19S, R11E, W.M., Deschutes County, Oregon, described as follows: Commencing at the SE corner of said Section 32; thence S89°10'19"W, along the south line of said section, 2652.33 feet, to the south one-quarter corner of said section; thence N38°10'02"E, 821.78 feet, to the point of beginning, said point being the P.T. of curve #22 as shown on Sheet #1 of the plat of Overlook Park, such point also being common to the boundary of Mountain View Lodges;

thence S35°16'07"W (S35°34'30"W by record) along the boundary of said Mountain View Lodges, 180.73 feet;

thence around a 150 foot radius curve right 158.76 feet (long chord bears S57°19'15"E, 151.45 feet);

thence around a 94.16 foot radius curve left 84.38 feet (long chord bears S52°40'22"E, 81.59 feet);

thence S78°20'50"E, 41.21 feet;

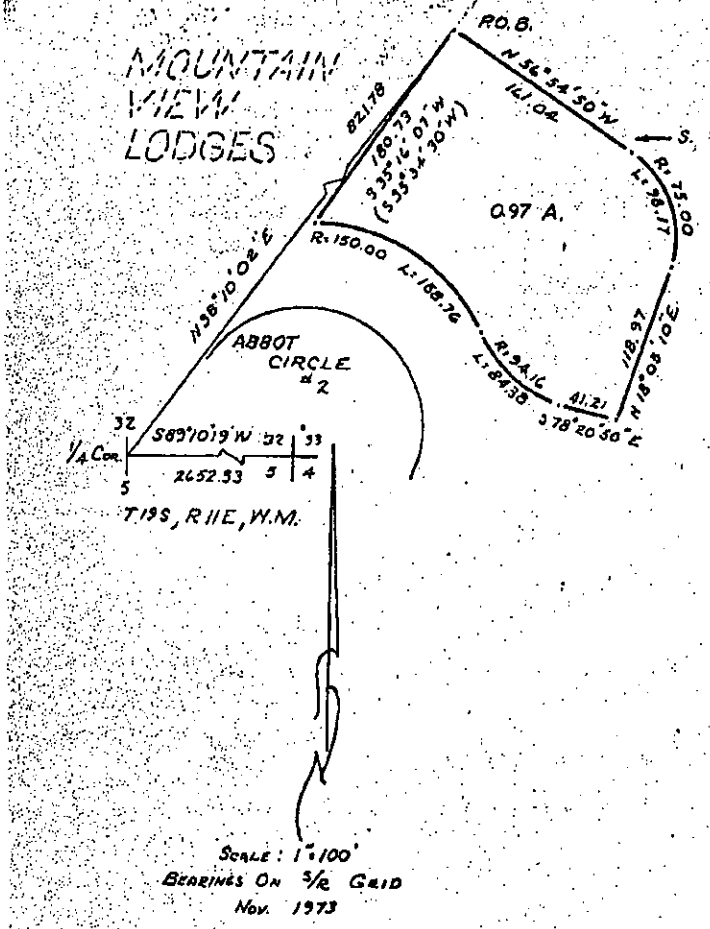
thence N18°05'10"E, 118.97 feet;

thence around a 75 foot radius curve left 98.17 feet (long chord bears N19°24'43"W, 91.31 feet);

thence N56°54'50"W, 161.04 feet to the point of beginning.

OVER LOOK - MOUNTAIN VIEW - ABBOT DRIVE
COMMON

VOL 265 PAGE 81



SCALE: 1"=100'
BEARINGS ON S/B GRID
NOV. 1973

MC CULLOUGH, BRYANT & ASSOC.
SUNRIVER, OREGON
J.K.B.

OVERLOOK BEAVER SOUTH COMMON

A tract of land containing 4.14 acres lying in the SW 1/4SE 1/4, Section 32, T19S, R11E, and NW 1/4NE 1/4, Section 5, T20S, R11E, W.M., Deschutes County, Oregon, described as follows: Commencing at the SE corner of Section 32; thence S89°10'19"W along the south line of said section, 2652.23 feet to the south one-quarter corner of said section; thence N37°49'18"E, 881.56 feet to the point of beginning; said point being common to the point of tangency of Curve #12, Sheet #1, of the plat of Overlook Park and the southwest corner of the land titled "Common Area between Overlook Drive and Beaver Drive" as dedicated on December 16, 1971 and filed in Book 181, Page 300, Deschutes County Deed Records;

thence S56°54'50"E, 161.04 feet;

thence around a 135 foot radius curve right 176.71 feet (long chord bears S19°24'43"E, 164.36 feet);

thence S18°05'10"W, 118.31 feet;

thence around a 198.84 foot radius curve right 264.16 feet (long chord bears S26°05'18"E, 245.16 feet);

thence S11°58'11"W, 265.48 feet;

thence around a 90 foot radius curve left 102.86 feet (long chord bears S20°46'22"E, 97.36 feet);

thence S53°30'54"E, 30.49 feet; to the westerly right-of-way of a 60 foot road known as Beaver Drive as shown on the plat of Forest Park II;

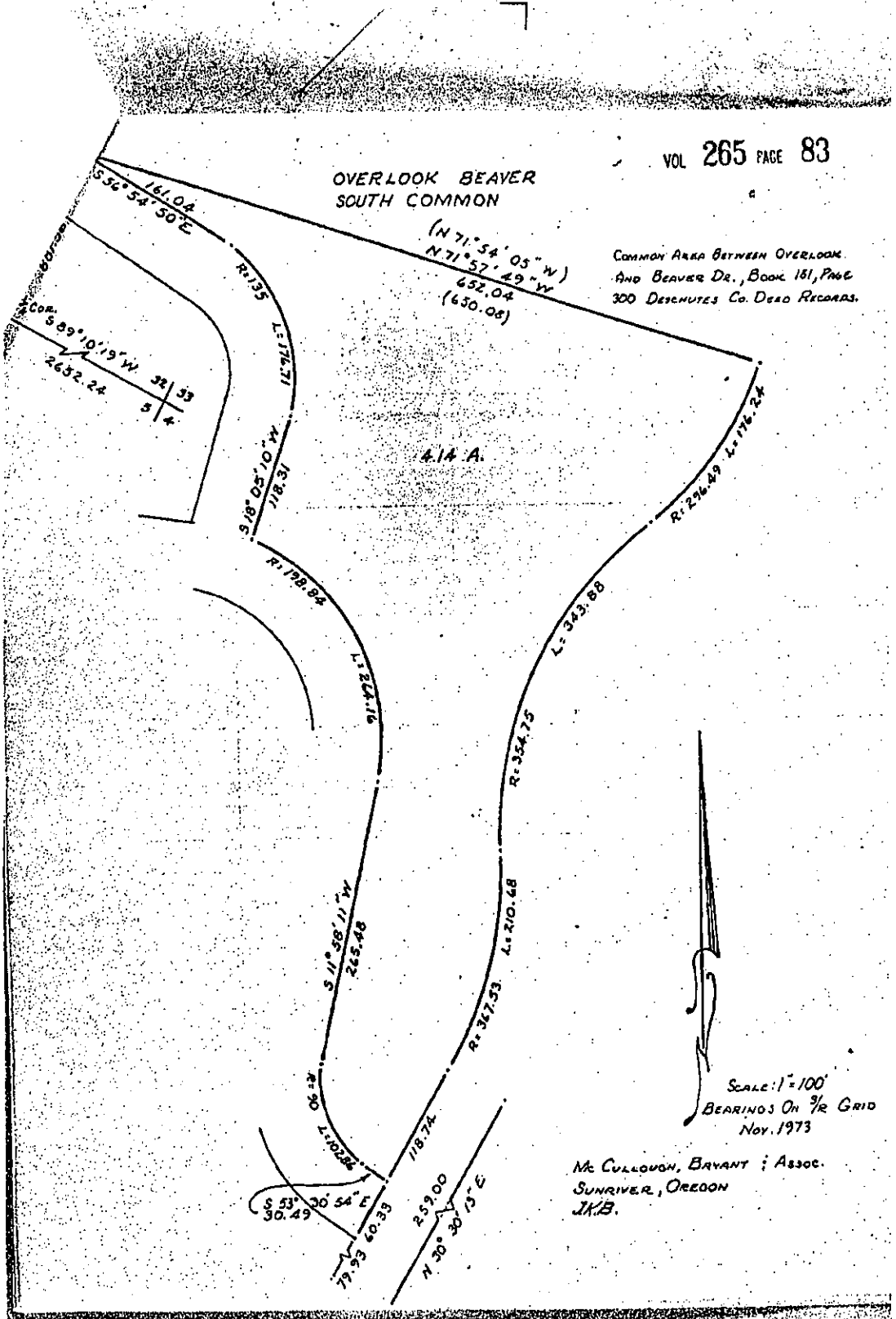
thence N30°30'13"E along the westerly right-of-way of said road 118.74 feet;

thence around a 367.53 foot radius curve left 210.68 feet (long chord bears N14°05'11"E, 207.81 feet);

thence around a 354.75 foot radius curve right 343.88 feet (long chord bears N25°26'06"E, 330.58 feet);

thence around a 296.49 foot radius curve left 176.24 feet (long chord bears N36°11'36"E, 173.66 feet, said point being common to the P.T. of Curve #15 as shown on Sheet 1 of the plat of Forest Park II and the southeast corner of the said common area between Overlook Drive and Beaver Drive;

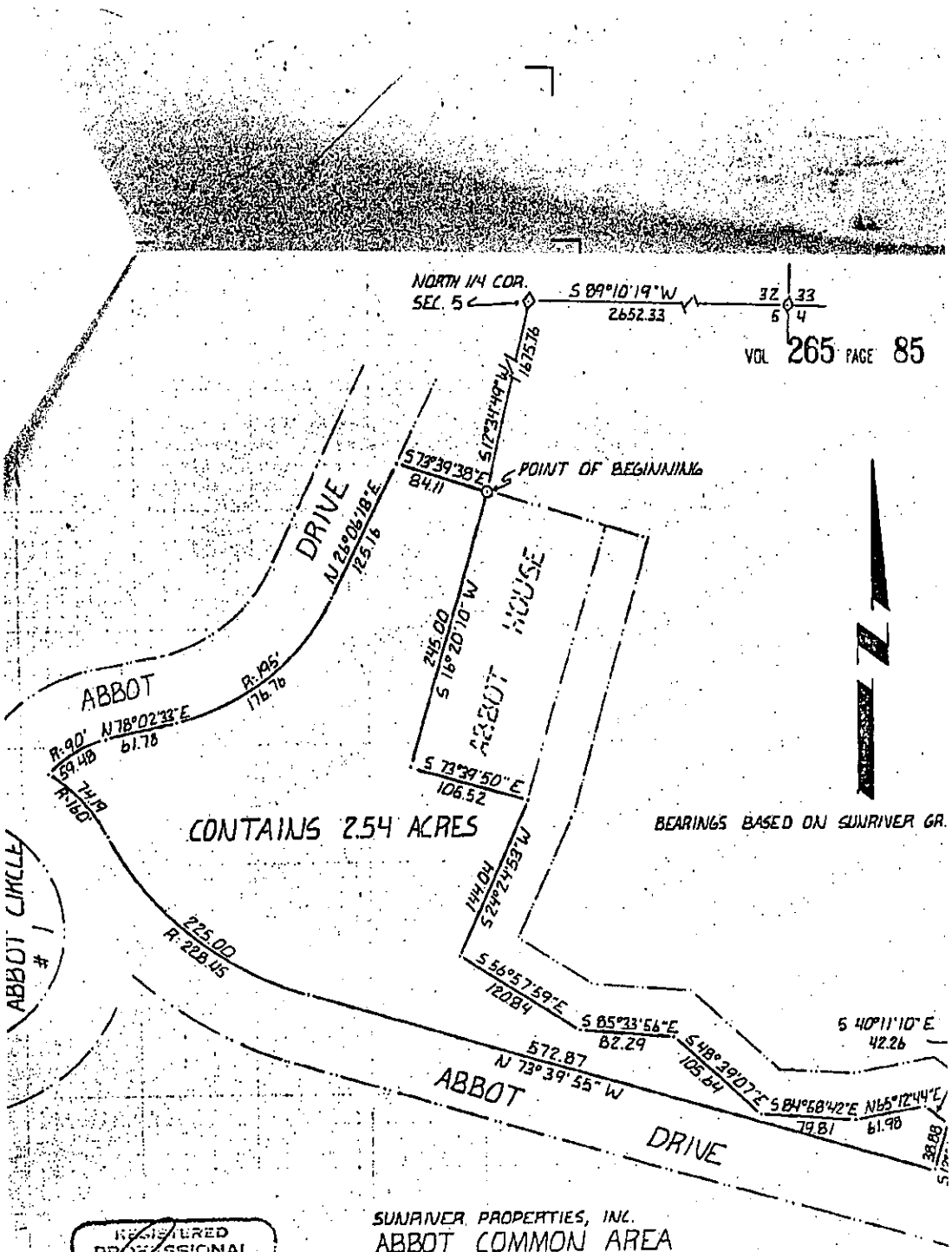
thence N71°57'49"W along the south line of said common area 652.04 feet to the point of beginning (N71°54'05"W, 650.08 feet by record).


OVERLOOK BEAVER
SOUTH COMMON
S 56° 54' 50" E
161.04
R=135
L=174.31
(N 71° 54' 03" W)
N 71° 57' 49" W
652.04
(650.08)
Common Area Between Overlook And Beaver Dr., Book 161, Page 300 Deschutes Co. Deed Records.
Cor.
S 89° 10' 19" W
2632.24
32
33
5
4
4.14 A.
S 18° 05' 10" W
118.31
R=198.84
L=224.16
R=276.49 L=176.24
L=343.88
R=334.75
S 11° 58' 11" W
265.48
R=347.33
L=210.68
R=30
L=102.84
118.74
S 53° 30' 54" E
30.49
79.93
60.33
259.00
N 30° 30' 13" E
Scale: 1" = 100'
Bearings On ⅔ Grid
Nov. 1973
Mc Culloch, Bryant ; Assoc.
Sunriver, Oregon
J.K.B.

PROPERTY DESCRIPTION — ABBOT COMMON AREA

A tract of land containing 2.54 acres lying in Section 5, T.20S., R.11E., W.M., Deschutes County, Oregon, described as follows: commencing at the northeast corner of said Section 5; thence S 89° 10' 19" W along the north line of said section, 2652.33 feet to the north 1/4 corner of said section; thence S 12° 34' 49" W 1675.76 feet to the point of beginning, marked by a 5/8" iron rod, said point also being the point of beginning of that tract of land described in Book 197, Page 424, Deschutes County Deed Records:

thence along the boundary of said tract, S 16° 20' 10" W 245.00 feet;
thence S 73° 39' 50" E 105.52 feet to the westerly right of way of a 40 foot easement described in Book 197, Page 424, Deschutes County Deed Records;
thence S 24° 24' 53" W along the westerly and southerly right of way of said easement 144.04 feet;
thence S 56° 57' 59" E 120.84 feet;
thence S 85° 33' 56" E 82.29 feet;
thence S 48° 39' 07" E 105.64 feet;
thence S 84° 58' 42" E 79.81 feet;
thence N 65° 12' 44" E 61.98 feet;
thence S 40° 11' 10" E 42.26 feet;
thence S 13° 50' 08" W 38.88 feet to the north right of way of Abbot Drive, as platted in Meadow Village;
thence N 73° 39' 55" W along the north boundary of said road 572.87 feet;
thence around a 288.45 foot radius curve right 225.00 feet (288.56 foot radius curve right 225.38 by plat), (long chord bears N 51° 19' 08" W 219.34 feet);
thence around a 160 foot radius curve left 74.19 feet (long chord bears N 42° 13' 25" W 73.37 feet) to the intersection of the north right of way of Abbot Circle No.1, as staked, and the east right of way of Abbot Drive, as described in the plat of Fairway Island;
thence northerly along the east right of way of Abbot Drive, around a 90 foot radius curve right 59.48 feet (long chord bears N 59° 07' 16" E 58.41 feet);
thence N 78° 02' 33" E 61.78 feet;
thence around a 195 foot radius curve left 176.76 feet (long chord bears N 52° 04' 24" E 170.77 feet);
thence N 26° 06' 18" E 125.16 feet;
thence leaving the easterly right of way of Abbot Drive and going S 73° 39' 38" E 84.11 feet to the point of beginning.



REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 17, 1970
RICHARD L. BRYANT
920

SUNRIVER PROPERTIES, INC.

ABBOT COMMON AREA

LOCATED IN SECTION 5, T.20S., R.11E., W.M., DESCHUTES CO., OREGON

DECEMBER 27, 1977

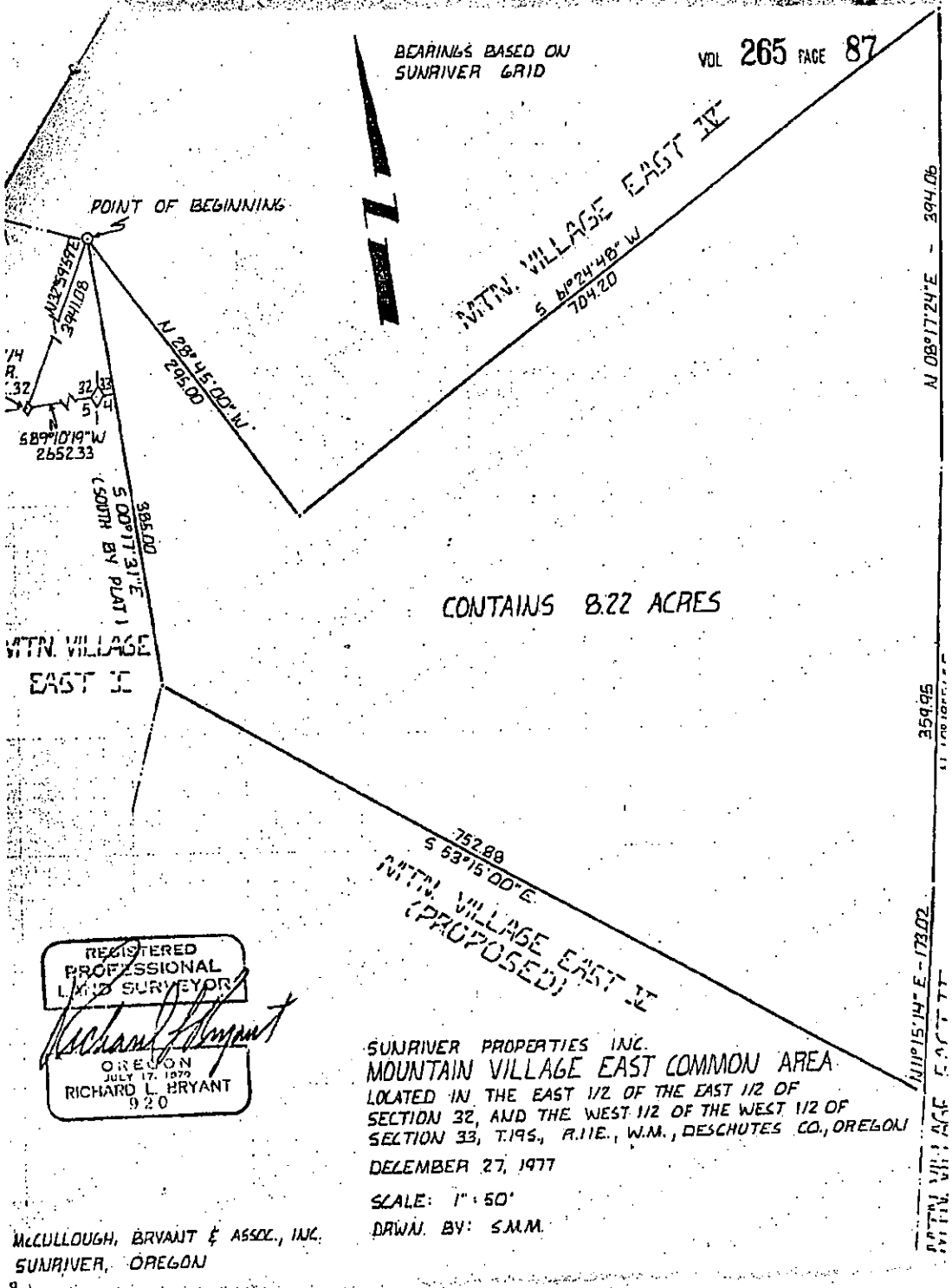
SCALE: 1" = 100'
DRWN. BY: S.M.M.

McCULLOUGH, BRYANT & ASSOC., INC.
SUNRIVER, OREGON

PROPERTY DESCRIPTION — MOUNTAIN VILLAGE EAST COMMON AREA

A tract of land containing 8.22 acres, lying in the East ½ of the East ½ of Section 32, and the West ½ of the West ½, Section 33, T.19S., R.11E., W.M., Deschutes County, Oregon, described as follows: commencing at the southeast corner of said Section 32, thence S 89° 10' 19" W along the south line of said section, 2652.33 feet to the south ¼ corner of said section; thence N 32° 59' 59" E 3941.08 feet to the point of beginning, said point being at a common point of the plats of Mountain Village East I and Mountain Village East IV and also being the most southerly point of Tract B as platted in Mountain Village East II;

thence S 00° 17' 31" E along the boundary of the plat of said Mountain Village East I, 385.00 feet;
thence leaving said boundary and going S 53° 15' 00" E 752.88 feet to the boundary of the plat of Mountain Village East II;
thence N 11° 15' 14" E along the boundary of said plat, 173.02 feet;
thence N 10° 18' 56" E 359.95 feet;
thence N 08° 17' 24" E 394.06 feet to the boundary of the plat of Mountain Village East IV;
thence S 61° 24' 48" W along the boundary of said plat 704.20 feet;
thence N 28° 45' 00" W 295.00 feet to the point of beginning.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 17, 1979
RICHARD L. BRYANT
920

SUNRIVER PROPERTIES INC.

MOUNTAIN VILLAGE EAST COMMON AREA

LOCATED IN THE EAST 1/2 OF THE EAST 1/2 OF SECTION 32, AND THE WEST 1/2 OF THE WEST 1/2 OF SECTION 33, T.19S., R.11E., W.M., DESCHUTES CO., OREGON

DECEMBER 27, 1977

SCALE: 1" = 50'

DRAWN BY: S.M.M.

McCULLOUGH, BRYANT & ASSOC., INC.
SUNRIVER, OREGON

PROPERTY DESCRIPTION -- OVERLOOK COMMON AREA

A tract of land containing 0.96 acres, lying in the southeast ¼ of Section 32, T.19S., R.11E., W.M., Deschutes County, Oregon, described as follows: commencing at the south ¼ corner of said Section 32; thence N 89° 10' 19" E along the south line of said section, 475.87 feet; thence North 1962.99 feet to the point of beginning, marked by a 2" iron pipe, said point also being the initial point of the plat of Overlook Park III, Block 11;

thence N 65° 50' 56" W along the boundary of said plat, 32.87 feet to the southeast corner of the plat of Polehouse II;
thence N 46° 30' 13" W along the boundary of said plat, 160.10 feet;
thence N 32° 05' 41" E 42.91 feet;
thence around a 129.31 foot radius curve right 178.28 feet (long chord bears N 28° 22' 19" W 164.49 feet);
thence N 11° 07' 29" E 78.80 feet;
thence around a 71.46 foot radius curve left 48.03 feet (long chord bears N 08° 07' 45" W 47.14 feet) to the easterly right of way of a 60 foot road known as Overlook Road as shown on the plat of Overlook Park;
thence S 48° 06' 05" E along said right of way 223.01 feet to the boundary of the plat of Overlook Park;
thence S 42° 08' 14" E along the boundary of said plat 421.27 feet (S 41° 37' 43" E 425.00 feet by plat);
thence leaving said boundary and going N 66° 51' 43" E 83.00 feet to the point of beginning.

VOL 265 PAGE 89

SUNRIVER PROPERTIES, INC.

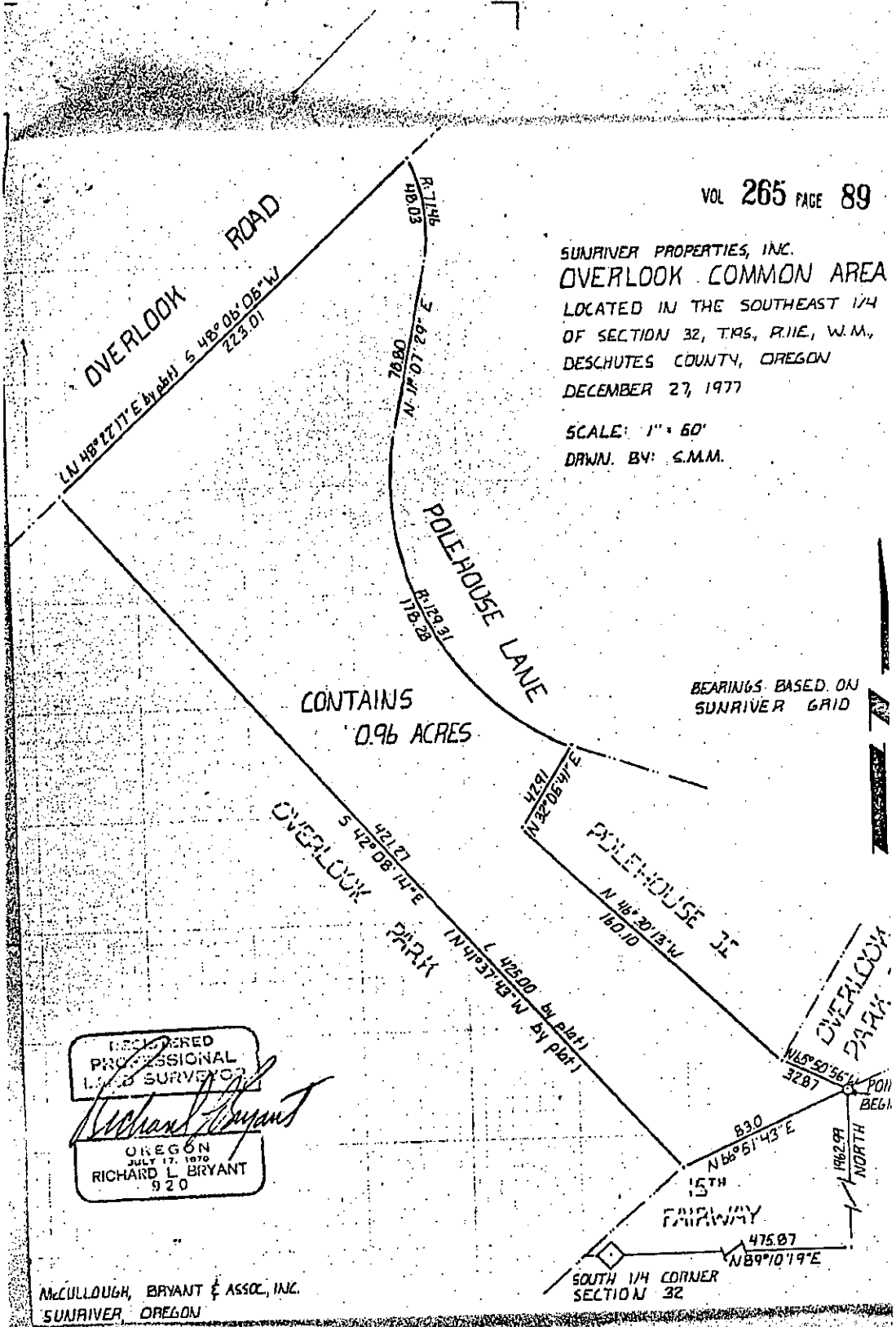
OVERLOOK COMMON AREA

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 32, T.19S., R.11E., W.M., DESCHUTES COUNTY, OREGON

DECEMBER 27, 1977

SCALE: 1" = 60'

DRAWN BY: S.M.M.



McCULLOUGH, BRYANT & ASSOC., INC.
SUNRIVER, OREGON

17457
STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 30 day of Dec. A.D. 1977 at 11:57 o'clock A M., and recorded in Book 365 on Page 75 Records of Deeds.
ROSEMARY PATTERSON
County Clerk
By Dorothy Johnson Deputy

1C

86-00091 0113-1155

AMENDMENT TO PLAN OF SUNRIVER AND
CERTIFICATE OF ADMINISTRATOR

Pursuant to Section 12.1 of the Plan of Sunriver dated June 20, 1968, and recorded in Volume 159, Page 198, Deed Records of Deschutes County, Oregon, the Plan of Sunriver has been amended by the adoption of the Consolidated Plan of Sunriver, attached hereto and by this reference incorporated herein.

SUNRIVER PROPERTIES OREG., LTD.
ADMINISTRATOR OF SUNRIVER

By _____
SHERIDAN W. ATKINSON
President, Sunriver Properties Management, Inc., Attorney in Fact for Sunriver Properties Oreg., Ltd.

I, SHERIDAN W. ATKINSON, President of Sunriver Properties Management, Inc., the lawful attorney in fact for Sunriver Properties Oreg., Ltd., and the Administrator of Sunriver pursuant to the Plan of Sunriver hereby certify that the above amendment to the Plan of Sunriver was duly approved pursuant to Section 12.1 (d) of the Plan of Sunriver by approval of two-thirds of the members of the Association at a special meeting called for said purposes and held on November 23, 1985.

DATED this 24th day of DECEMBER, 1985.

_____
SHERIDAN W. ATKINSON

0113-1159

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this December 24, 1985, by SHONIDAN M. ATKINSON as President of Sunriver Properties Management, Inc., the lawful attorney in fact for Sunriver Properties Org., Ltd.



Robert A. Lovlien
Notary Public for Oregon
My Commission Expires 4-18-87

AMENDMENT TO PLAN OF SUNRIVER PHASE II AND CERTIFICATE OF BOARD OF DIRECTORS

0113-1169

The Plan of Sunriver Phase II dated June 4, 1976, and recorded in Volume 233, Page 831, Deed Records of Deschutes County, Oregon, is hereby amended pursuant to Section 11.1 of the Plan of Sunriver Phase II by the adoption of the Consolidated Plan of Sunriver, attached hereto and by this reference incorporated herein, and said amendment is hereby acknowledged by a majority of the members of the Board of Directors of Sunriver Phase II Association.

SUNRIVER PHASE II BOARD OF DIRECTORS

By _____ By _____

By _____ By _____

By _____

We, the undersigned, being a majority of the Board of Directors of the Sunriver Phase II Association hereby certify under penalty of purjury that the amendment set forth above was duly adopted by written consent of the unit owners entitled to cast 66-2/3 percent of each class of the total voting power of the Sunriver Phase II association.

_____ _____

_____ _____

_____

STATE OF OREGON, County of Deschutes, ss

The foregoin instrument was acknowledged before me this 29 day of December, 1985.

_____
Notary Public for Oregon
My Commission Expires 4-18-87

0113-1161

CONSOLIDATED PLAN OF SUNRIVER

0113-1162

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Foreword

Sunriver is a two phase development located in Deschutes County, Oregon. The Plan of Sunriver dated June 20, 1968, was recorded in the Deed Records of Deschutes County in Volume 159 at Page 198 and following. At the time of this writing, Sunriver Phase II is under development pursuant to a document entitled Plan of Sunriver Phase II, dated June 4, 1976, and recorded in the Deed Records of Deschutes County Volume 233 at Page 831 and following. The real property subject to such plans is described in subsequent declarations subjecting areas to such plans. The owners of each phase of the development have the right to use common areas and facilities in the other phase and the responsibility to share in the costs of maintenance of centrally operated facilities, pursuant to a Reciprocal Easement Agreement dated June 24, 1976 and recorded in the Deed Records of Deschutes County in Volume 233, Page 823.

The Developer and the owners of units in both phases of development in Sunriver wish to consolidate the respective plans into a unitary development under a single plan. This document shall be the comprehensive plan for all of Sunriver and shall become effective on the first day of the year following its adoption or on the first day of the calendar quarter following its adoption, whichever should first occur. On such effective date the Plan of Sunriver and the Plan of Sunriver Phase II shall be amended and superseded by this Plan and the Reciprocal Easement Agreement shall be terminated. The new plan shall be known as the Consolidated Plan of Sunriver. It shall contain, among other things, conditions which shall subject portions thereof to certain easements, restrictions, assessments, liens and covenants. Replacement of the original Plan of Sunriver and/or the Plan of Sunriver Phase II shall in no way abrogate the previously recorded deed restrictions or their declarations.

Sunriver is a planned community comprised of interrelated villages containing homes, condominiums, recreational and shopping facilities and a resort complex located on 3,373 acres of high desert, meadow and thickly forested land in Deschutes County, Oregon.

From the effective date of this Plan the Administrator will assume full responsibility for the management, maintenance, protection and preservation of Sunriver as outlined in its Articles of Incorporation and under the CONSOLIDATED PLAN OF SUNRIVER.

From its inception in 1968 the intent of the planners, ecologists and developers alike was to create a community which would provide an unusually attractive place to live, appealing especially to sports enthusiasts, outdoorsmen, retirees, artists and others attracted to a controlled area of natural scenic beauty. The clear clean air, the river, the river banks, the meadows, the

marshes, the lakes, the trees, the wildflowers and wildlife constitute a community treasure. Open areas provide broad vistas of national forest and high Cascade Mountains. Ecological vigilance has been a major concern since the beginning of planning.

Residential areas in Sunriver are identified within villages, each with its own declarations and restrictions as to use of property. The villages are diverse in character. Some were designed for single family dwelling purposes; others for condominiums or buildings suitable for multiple family occupancy; still others embrace a mixture of the several building concepts.

Those living in Sunriver may enjoy many advantages on a relatively economical basis since provision has been made for shared costs of common recreational and service facilities. Common areas are provided within the villages for use by all residents of Sunriver and their guests. Special recreational facilities suitable for common use, with or without charge, are established in some common areas.

Provision for and maintenance of strict standards for the improvement of private areas within Sunriver assure that property will have maximum value for those who acquire it. By requiring proper maintenance of improvements and grounds within private areas, deterioration of any individual property is prevented. Quality of life is enhanced by underground utilities, television cables and sewer.

Funds for the maintenance of the common areas, private ways, leased scenic areas and community property recreational and service areas are provided through payment by each property owner of his share of the monies needed for the maintenance of such areas. Similarly funded on a pro rata basis are the community's security, fire prevention and control, emergency medical service, the post office and community administration.

The following is the CONSOLIDATED PLAN OF SUNRIVER

Section 1

Definitions

Set forth herein are definitions for certain terms used in the Consolidated Plan of Sunriver.

1.01 Administrator of Sunriver and Administrator shall mean the Developer until such time as the Developer has delegated and assigned to the Sunriver Owners Association all of its powers and responsibilities hereunder as provided in Section 9.01 herein.

1.02 Appeals Board shall mean the body designated to hear appeals from Sunriver Design Committee decisions, the membership of which shall be as set forth in Section 8.05 herein.

1.03 Commercial Area shall mean any area designated as such in a Sunriver declaration as provided for in Section 3.06 herein.

1.04 Commercial Property Owner shall mean the person or persons who hold legal title to any parcel of property designated as a commercial area, unless provision is made in a Sunriver Declaration applicable to a commercial area to the effect that a lessee or other person entitled to possession of the commercial area shall be the commercial property owner, in which case the person so designated shall be the commercial property owner. Where a commercial area is owned by more than one person, the designation "commercial property owner" shall be deemed to apply to all such owners collectively.

1.05 Common Area shall mean any area designated as such in a subdivision plat of a village or in a Sunriver declaration.

1.06 Condominium shall mean any property submitted to unit ownership in any manner provided by ORS 94.004 et. seq., or its predecessor, as such statutes may be amended from time to time.

1.07 Consolidated Plan of Sunriver shall mean this instrument which is dated and recorded in the Deed Records of Deschutes County, State of Oregon, in Volume _____, Page _____, and following.

1.08 Design Committee shall mean the committee appointed pursuant to the provisions of Section 8.02 herein.

1.09 Developer shall mean Sunriver Properties Oregon, Ltd., successor to Sunriver Properties, Inc., and its successor and assigns.

1.10 Guest shall mean any person, other than a unit owner, who is authorized to occupy a unit with the direct or implied consent of the unit owner.

1.11 Leased Scenic Area shall mean any area in Sunriver owned and held by the Administrator for the benefit of residents of Sunriver as provided in Section 3.09 herein.

1.12 Maintenance Assessment shall mean any assessment imposed in accordance with Section 7 herein.

1.13 Maintenance Fund shall mean the separate fund comprising all money collected for maintenance assessments together with all other monies added to the maintenance fund pursuant to the provisions hereof or any Sunriver Declarations and held in trust by the Administrator to be used solely for the purposes listed in Section 7.04 herein.

1.14 Owner shall mean each unit owner, commercial property owner, and resort property owner as the same are defined herein.

1.15 Private Area shall mean any area designated as such in a subdivision plat of a village or in a Sunriver Declaration.

1.16 Private Recreational Area shall mean any portion of a common area which is leased to unit owners for recreational purposes as provided in Section 3.07 herein and subject to the limitations therein set forth.

1.17 Private Way shall mean any area designated as such in a subdivision plat of a village or in a Sunriver Declaration.

1.18 Resident of Sunriver shall mean any person who is a unit owner or lessee of a unit in Sunriver, together with members of his immediate family provided that a person shall be a resident only during the period when he is in possession of his unit.

1.19 Resort shall mean any area designated as such in a Sunriver Declaration.

1.20 Resort Property Owner shall mean the person or persons who shall hold legal title to any parcel of property

designated as a resort area, unless provision is made in a Sunriver Declaration applicable to a resort area to the effect that a lessee or other person entitled to possession of the resort area shall be the resort property owner, in which case the person so designated shall be the resort property owner. Where a resort area is owned by more than one person, the designation "resort property owner" shall be deemed to apply to all such owners collectively.

1.21 Semi-Public Recreation or Service Area shall mean any area devoted to a service or recreational facility which is made available for use by the public, as well as by residents of Sunriver, as provided in Section 3.08 herein.

1.22 Sunriver shall mean all real property made subject to the prior plans of Sunriver or this plan.

1.23 Sunriver Owners Association shall mean an organization the membership of which shall be constituted by all owners of property in Sunriver and as provided for in Section 10 hereof.

1.24 Sunriver Declaration shall mean any instrument previously recorded subjecting an area to the Plan of Sunriver, including any instruments recorded subjecting areas of Sunriver either to the original Plan of Sunriver or Plan of Sunriver Phase II, and including any instruments which may be recorded in the future subjecting areas to this document.

1.25 Sunriver Master Plan shall mean that document filed with Deschutes County and dated November 9, 1982, replacing any Master Plan Maps previously filed in connection with either the Plan of Sunriver or Plan of Sunriver Phase II, and including any subsequently adopted amendments.

1.26 Sunriver Rules and Regulations shall mean any rules and regulations adopted by the Administrator as provided in Section 6 herein.

1.27 Unit shall mean each lot described in any subdivision plat or partition of a village in Sunriver which is designated as a private area, or any condominium unit within a village, and any single family dwelling unit within any multiple occupancy building.

If in any case an owner shall have consolidated a lot or portion thereof with another lot in the manner set forth

in Section 5 herein, the area consolidated shall be considered one unit. Lots may be designated in two parts, "buildable area" and "open area", controlling the manner in which portions of the lot(s) may be utilized. "Unit" in this case means both the buildable and open areas of any lot, which together constitute one unit.

1.28 Unit Owner shall mean the person or persons who hold legal title to any unit, unless provision is made in a Sunriver Delcaration applicable to a village to the effect that a lessee or other person entitled to possession of the unit shall be the unit owner, in which case the person so designated shall be the unit owner. Where units are owned by more than one person, the designation "unit owner" shall be deemed to apply to all such owners collectively.

1.29 Village shall mean any area subjected to the Consolidated Plan of Sunriver in the manner provided in Section 2, which contains private areas for residential use, together with any areas which may be annexed thereto.

1.30 Village Association shall mean any association recognized by the Administrator for a particular village in such manner as to entitle one of the unit owners of each unit within the village to membership in the Village Association by virtue of his being a unit owner. Village Association shall also include any association of unit owners organized pursuant to the provisions of ORS 94.007 et. seq. or its predecessor for the administration of a condominium subject to the Consolidated Plan of Sunriver.

Section 2

Subjection of Property to Consolidated Plan of Sunriver

"Sunriver" shall mean all real property presently made subject to the prior plans of Sunriver, the Consolidated Plan, or any additional areas annexed to this Plan as provided in this Section 2. "Sunriver Declaration" shall mean any instrument previously recorded subjecting an area to the Plan of Sunriver, Plan of Sunriver Phase II and any instruments which may be recorded in the future subjecting areas to this document. The Consolidated Plan is not intended to in any way affect any existing Sunriver Declaration.

2.01 Additional Areas

Those portions of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof not now subjected to either the Plan of Sunriver or the Plan of Sunriver Phase II may be subjected to the Consolidated Plan by the Administrator and Owner filing a Declaration in the records of deeds of Deschutes County, Oregon, providing that a particular area shall be subject to the Consolidated Plan.

Once the Consolidated Plan becomes effective, the Administrator of that Plan shall retain the right to subject additional areas not included within Exhibit "A" to the Consolidated Plan but shall do so only with the approval, by affirmative vote, of not less than sixty percent (60%) of the votes cast by owners as defined in Section 1.14.

2.02 Sunriver Declarations shall:

a. Describe the area to be annexed.

b. Recite the purpose of the declaration to subject the area to the Consolidated Plan of Sunriver.

c. Designate, where applicable, which areas within the area to be annexed are private areas, semi-public recreational or service areas, private recreational areas, commercial areas, resort areas, or other types of areas allowed by the Sunriver Master Plan and which are consistent with previously recorded Plans and declarations. Specifications must also, when necessary, show which portions of each unit are designated as buildable or open areas, and impose any other use restrictions as

may be appropriate providing such restrictions are consistent with the Sunriver Master Plan and recorded Conditions, Covenants and Restrictions.

2.03 Effective Date of Annexation

From and after the date a Sunriver declaration is filed in the deed records of the County of Deschutes, the area designated therein shall be subject to the Consolidated Plan of Sunriver and to all terms, covenants and conditions contained therein.

Section 3

Land Classifications and Uses within Sunriver

3.01 Classifications, Waiver of Partition

Land classifications of areas subjected to the Consolidated Plan of Sunriver and land classifications within areas to be subjected to the Consolidated Plan of Sunriver are private areas, common areas, limited common areas, private ways, commercial areas, resort areas, private recreational areas, semi-public recreational or service areas and leased scenic areas. The Administrator will acquire title to common areas, private ways and other areas and classifications of property created in Sunriver declarations which are essential to the use and enjoyment of the units. The Sunriver Owners Association shall acquire in its own name title to said areas not later than January 1, 1987. Except as otherwise provided herein, or by operation of the law, there shall be no partition of common areas, private ways or other property owned by the Sunriver Owners Association or dedicated for common use pending ultimate deeded transfer to the Sunriver Owners Association.

3.02 Private Areas

Restrictions on and rules and regulations governing the use of private areas within a particular village shall be set forth in the Sunriver Declaration which creates the village. By accepting a deed or lease of a private area within a village the grantee shall covenant that he will use and permit the use of the property only in accordance with, and that he will abide by and cause all those who come upon his premises to abide by the restrictions, covenants and conditions contained in the Consolidated Plan of Sunriver and the Sunriver Declaration creating the village or annexing the area to the village and in the rules and regulations promulgated thereunder; that he will pay to the Administrator of Sunriver all amounts provided for in the Consolidated Plan of Sunriver and in such Sunriver Declaration; and that his property will be subject to a lien or liens as provided in such instruments. For the protection of all owners of Sunriver, the Administrator of Sunriver shall be generally responsible for the enforcement of such restrictions, covenants, conditions, rules and regulations.

3.03 Private Ways

Each owner and each resident of Sunriver shall have a non-exclusive easement to use private ways for the purpose of pedestrian or vehicular traffic thereon by appropriate means. Each owner and each resident of Sunriver may permit his guests and invitees to use the private ways for such purposes. The easement so created shall be appurtenant to and assignable with the property with respect to which it is granted, but shall not otherwise be assignable. Use of private ways shall be subject to Sunriver Rules and Regulations. The Administrator of Sunriver also may grant free access on private ways to police, fire and other public officials, to employees of utility companies serving Sunriver and to such other persons to whom the Administrator of Sunriver believes access should be given for the benefit of owners of Sunriver. Developer and/or the Administrator may use private ways for its own purposes and for the purpose of location of utilities thereon. The Administrator of Sunriver, with the consent of the Board of Directors of the Sunriver Owners Association, may dedicate private ways to the public.

3.04 Common Areas

Each resident of Sunriver shall have a non-exclusive easement to use common areas for such recreational purposes as may be permitted by the Sunriver Rules and Regulations and in the manner permitted thereon. Each unit owner and each resident of Sunriver may permit his guests to use common areas for such purposes and in such manner, subject to the terms of the Sunriver Rules and Regulations. Common areas shall not be platted or otherwise divided into parcels for residential use. The Administrator of Sunriver may develop special recreational or service facilities on portions of the common areas for the general use and benefit of the public and all residents of Sunriver and their guests. The Administrator of Sunriver may from time to time permit residents of Sunriver to use designated portions of common areas for recreational or service uses of benefit to such residents only (as for example, maintaining a volleyball or badminton court) provided that such permission shall be revocable at any time. The easements and rights herein granted shall be appurtenant and assignable with the unit in respect to which it is granted, but shall not be otherwise assignable. The Administrator of Sunriver may authorize use of common areas for location of utilities thereon, and may dedi-

cate common areas for owners park purposes. No such dedication shall be deemed to arise by implication or by use, but only by an instrument of express grant or dedication duly filed in the Deed Records of the County of Deschutes, State of Oregon. Any other use, development or modification of common area requires the prior written consent of the Administrator. Notwithstanding anything to the contrary herein contained, however, the Administrator shall not construct improvements or perform work of capital additions to or alterations in common area, requiring an expenditure from the Maintenance Fund in excess of ten thousand ($10,000) dollars without prior approval by vote of not less than sixty percent (60%) of the votes cast by owners, other than developer owned units so long as Developer is the Administrator. Common areas shall be preserved in perpetuity for use of the owners except as herein otherwise provided.

The Association may convey any portion of any common area to an owner of any resort area or commercial area subject to the Consolidated Plan of Sunriver, provided that the Association shall receive as consideration an equivalent parcel of property based on value and, further provided that any such conveyance shall be approved by the same number of members of the Association as are required to approve any capital expenditure in excess of $25,000 as provided in Section 7.04 and that no less than 60 percent of the votes cast by the unit owners in the village in which the common area is located also approve such conveyance.

3.05 Limited Common Areas

Limited common areas are areas so designated in a Sunriver Declaration subject to non-exclusive use by owners of units benefitted by the limited common area so designated on such declarations. The costs of maintaining limited common areas shall be assessed solely to those units which have the right to use the limited common area. In all other respects, the limited common areas shall be treated as common areas hereunder.

3.06 Commercial Areas

Commercial areas are areas designed for commercial, office, retail, privately owned recreational or other non-residential uses consistent with the Sunriver Master Plan. Restrictions on and rules and regulations governing the use of commercial areas shall be set forth in the Sunriver Declaration used to submit the area to

the Consolidated Plan of Sunriver. By accepting a deed or lease to a commercial area within Sunriver, the grantee shall be deemed to have covenanted that he will use and permit use of the property only in accordance with, and that he will abide by and cause all those who come upon his premises to abide by the restrictions, covenants and conditions contained in the Consolidated Plan of Sunriver, in the applicable Sunriver Declaration and in the Rules and Regulations promulgated thereunder, and that he will pay to the Administrator of Sunriver all amounts provided for in the Consolidated Plan of Sunriver and in such Sunriver Declarations, and/or in such other agreement entered into for reimbursement for consumer services. He further agrees that his property will be subject to a lien or liens provided in such instruments. The Administrator of Sunriver will be responsible for the enforcement of such restrictions, covenants, conditions, rules and regulations.

3.07 Private Recreational Areas

Unit owners or groups of unit owners may, at the discretion of the Administrator, be permitted to use portions of the common area to develop facilities such as a swimming pool or tennis court for private use upon terms and conditions hereinafter set forth. The Administrator of Sunriver may lease a portion of the common areas to which he has title to a group of not less than five unit owners who wish to develop the same for their private recreational use, subject to the following conditions:

a. Any such lease shall be first approved by the Board of Directors of the Sunriver Owners Association.

b. Rental income pursuant to the lease must be added to the Maintenance Fund.

c. Not more than ten percent of the common area in any village may be so leased at any one time.

d. The lease shall provide that the lessees shall use the leased area solely for the development of a recreational facility thereon for private non-commercial use of the lessees.

e. The lease shall preclude the lessees from operating a private recreational facility on the leased premises for profit or from permitting anyone other than Sunriver residents and their guests from using the facility.

f. The lease shall provide that the lessees shall erect or construct a designated recreational facility on the leased premises within a specified time in accordance with standards to be fixed by the Design Committee and that they shall maintain the improvements at their own cost and expense in accordance with standards which shall be fixed by the Design Committee.

g. The lease shall provide that (1) ad valorem real property taxes assessed against any improvement constructed on a private recreational area shall be borne by the lessees, (2) payment of rental shall be made to the Administrator of Sunriver on terms absolutely net to the Administrator and, (3) with full indemnification against any responsibility by reason of the private recreational facility or activities conducted therein supported by liability insurance in companies and amounts approved by the Administrator of Sunriver, with certificate of insurance coverage protecting against cancellation without prior written notice to the Administrator of Sunriver.

h. No person shall be excused from paying any part of the maintenance assessment by virtue of his use of a private recreational area in lieu of a facility available to all residents of Sunriver. No lessee of a private recreational facility shall be entitled to any offset or reduction of maintenance assessments by reason of his maintenance and/or operation of a private recreational facility.

3.08 Semi-Public Recreational or Service Areas

Certain kinds of recreational and service facilities can only be made available to the owners and residents of Sunriver on an economical basis if the general public is allowed to use the facilities along with the owners and residents of Sunriver. For example, it may be advantageous to residents of Sunriver to establish a facility which may only be operated on a self supporting basis if fees can be collected from the general public for use thereof. Therefore, the Administrator may designate certain areas in Sunriver as constituting "semi-public recreational or service areas" if each of the following conditions are met:

a. Provisions must be made for use of the facility by residents of Sunriver and their guests in the manner permitted by Sunriver Rules and Regulations.

b. Fees charged unit owners and residents of Sunriver and their guests for use of the facility shall be no higher than those charged members of the public for an equivalent use or service.

c. Cash proceeds from the operation of the facility shall be added to the Maintenance Fund after deduction of all expenses attributable to such operations.

d. The recreational or service area shall conform to the zoning plan of Sunriver in all respects and such areas shall be subject to the Consolidated Plan of Sunriver and supporting declarations.

3.09 Leased Scenic Areas

It may add to the quality of Sunriver to devote areas within Sunriver to uses normal to or traditional in Central Oregon, even though such uses are of a nature which requires that residents of Sunriver be barred from the areas while they are being so used. For example, lease of areas within Sunriver for the grazing of cattle or farming may add to the attractiveness of Sunriver. Therefore, areas may be designated "leased scenic areas" under the Consolidated Plan of Sunriver on the following conditions:

a. The Administrator of Sunriver may lease such areas to private parties if it deems this to be to the advantage of residents of Sunriver.

b. The Administrator of Sunriver shall be responsible for the maintenance of and payment of taxes on such areas.

c. During periods in which such areas are not leased or held for lease they shall be deemed common areas.

d. Any proceeds from the leasing of such areas shall be paid into the Maintenance Fund.

e. Any leases executed with respect to such areas shall impose upon the lessee rental sufficient to provide for the cost of maintenance and otherwise protect the unit owners from and indemnify them against any liability arising out of or in any way related to such activity.

3.10 Industrial Areas

Areas in Sunriver as specified in the Master Plan of Sunriver and in the Deschutes County Zoning Ordinance which are subjected to the Consolidated Plan of Sunriver and which are so located geographically and environmentally as to permit light industrial type activity without infringement on the primary residential qualities shall be known as Industrial Areas. Any service provided within an industrial area and funded by the Maintenance Fund shall be on a reimbursable basis in accordance with a formal written agreement as initiated by the Administrator of Sunriver. "Unit" ownership as defined in the Consolidated Plan of Sunriver shall not attach to any such industrial ownership or activity and, accordingly, no voting rights in accordance with the Consolidated Plan of Sunriver will accrue.

3.11 Resort

Certain areas within Sunriver are being made available for use and enjoyment by the public. These areas may include recreational facilities, overnight accommodations, eating establishments, meeting rooms, convention facilities and other similar uses typically provided for the use of the vacationing public for their use and enjoyment in Central Oregon. Restrictions on and rules and regulations governing the use of resort areas shall be set forth in the Declaration used to submit the area to the Consolidated Plan of Sunriver. Any owner, lessee, licensee or other user of any resort area shall be deemed to have covenanted to use the property only in accordance with, and to abide by and cause all those who come upon his premises to abide by the restrictions, covenants and conditions contained in the Consolidated Plan of Sunriver and in the applicable Sunriver Declaration, and that he will pay to the Administrator of Sunriver all amounts provided for herein. He further agrees that his property will be subject to a lien or liens provided for in the Consolidated Plan of Sunriver or applicable Sunriver declaration. The Administrator of Sunriver will be responsible for the enforcement of such restrictions, covenants, conditions, rules and regulations.

3.12 Use Restrictions

All portions of Sunriver shall be used subject to the following use restrictions:

a. Nuisance. No excessive or unnecessary noise shall be generated by any vehicles, persons, appliances, tools or pets. Each owner shall be responsible for compliance with this covenant with respect to his own behavior and that of his guests, licensees and invitees on the private areas, commercial areas, resort areas, common areas, private ways, private recreational areas, semi-public recreational or service areas and leased scenic areas.

b. Restrictions on Motorized Vehicles. Except with respect to golf carts or carts specifically approved by the Administrator, no motorized vehicle shall be operated anywhere except upon a surfaced roadway, nor shall it be parked in other than a designated parking area.

c. Restrictions on Bicycle Paths. Bicycle paths shall be used solely for non-motorized cycles and pedestrian use.

d. Motor Homes, Trailers, Campers, and Camping Equipment. Motor homes, campers, trailers or other camping equipment shall not be used for overnight living accommodations at Sunriver. Temporary parking is permitted only with the consent of the Administrator.

e. Control of Pets. No pets or domestic animals shall be permitted to run loose or unattended. Pets shall be leashed or under an owner's voice control or confined to the owner's private area. No animals other than pets shall be kept or raised in any private area except household pets and domestic animals not used for any commercial purpose. Any pets or domestic animals running loose or unattended outside the private area of the owner thereof may be impounded by the Administrator and the cost of such impoundment may be assessed to the owner thereof as a fine hereunder. Any pets or domestic animals which create a nuisance or disturb the peace shall be removed from Sunriver upon written demand by the Administrator.

f. Firearms or Other Weapons. No firearms, air pistols, archery, slingshots, fireworks or any other weapons or projectiles shall be used or discharged anywhere within Sunriver, except in such areas as may be designated in writing by the Administrator with appropriate controls and constraints imposed in connection therewith.

g. Littering. Each unit owner shall be responsible for maintenance of his private area in a manner which keeps it free of rubbish and debris, brush and dried grass and other material likely to create or cause a nuisance or fire hazard. No person shall litter or dispose of trash or rubbish anywhere in Sunriver except in appropriate trash receptacles or disposal areas designated by the Administrator.

h. Home Occupation: Any lawful occupation carried on by a resident of a dwelling as an accessory use within the same dwelling or in an accessory building on the same property is permitted only under the following conditions: That there be no retail sales or sales accessory to a service; that there be no full-time employees except members of the immediate family; that the external appearance of the premises is not affected in a way inconsistent with its use as a residence; and that no unreasonable parking problems are caused for surrounding residents.

Section 4

Sunriver as a Planned Community

The property made subject to the Consolidated Plan of Sunriver and referred to herein as Sunriver has been zoned Planned Community under the Deschutes County Zoning Ordinance PL-15, and is subject to the Master Plan of Sunriver as adopted by the Deschutes County Board of Commissioners on November 9, 1982. Planned community is defined by the Deschutes County Zoning Ordinance as follows:

> "A self-contained complex of residential, commercial, and industrial uses in the form of a planned development in conjunction with an interrelated system for transportation, utilities, recreational areas and other public facilities, constituting a separate community within the county and at least 160 acres in size."

In addition to the covenants, conditions, restrictions and assessments provided for in this Consolidated Plan of Sunriver, all uses of property within Sunriver are also subject to the Planned Community Zone as set forth in the Deschutes County Zoning Ordinance, and are subject to certain restrictions contained in the Master Plan of Sunriver.

Section 5

Consolidation of Lots Within Private Areas

Whenever a person shall own all of a lot restricted to single family residence use within a private area, together with one or more contiguous lots or contiguous portions thereof also restricted to single family residential use and shall wish to consolidate the basic lot and the additional lot or additional portion, he may do so if such consolidation conforms to the other provisions hereof. The consolidation shall be effected by filing in the deed records of the County of Deschutes a declaration stating that the two areas are consolidated.

The consolidation shall have the following effects:

a. The consolidated areas shall constitute one unit for all purposes under the Consolidated Plan of Sunriver and under the Sunriver Declaration pursuant to which the village in which the consolidated areas are located was created, including the payment of maintenance assessments.

b. The entire consolidated area may be used for the construction of only one residence.

c. No residence or structure may be placed upon the remainder of the lot, a portion of which was consolidated with another lot, but which remainder has not been consolidated with another lot unless the area of such remainder constitutes at least ninety-five percent (95%) of the original area of the lot.

d. Areas which have been consolidated may at no time in the future be partitioned.

Section 6

Sunriver Rules and Regulations and their Enforcement

6.01 Sunriver Rules and Regulations.

In the exercise of its powers and in the performance of its obligations pursuant to the Consolidated Plan of Sunriver and of any Sunriver Declaration, the Administrator of Sunriver may adopt, amend or repeal rules and regulations to be known as Sunriver Rules and Regulations, to provide for the manner in which common areas (including special recreational facilities established thereon), private ways, semi-public recreational or service areas and other areas and classifications of property created in Sunriver Declarations, which are essential to the use and enjoyment of the units, shall be used. To the extent provided in any Sunriver Declaration, the Sunriver Rules and Regulations may provide for the manner in which private areas, commercial areas, and resort areas may be used.

All rules and regulations must be applicable on a non-discriminatory basis. However, provisions uniformly applicable to a class of persons, such as children of particular ages, will not be deemed discriminatory. A current copy of the Sunriver Rules and Regulations shall be kept on file at the principal office of the Administrator at all times. The Sunriver Rules and Regulations shall have the force and effect as if set forth herein as part of the Consolidated Plan of Sunriver.

6.02 Enforcement of Sunriver Rules and Regulations.

The Sunriver Rules and Regulations shall be enforced in an impartial and uniform manner. The Administrator of Sunriver may impose penalties for the violation of the Sunriver Rules and Regulations subject to the following conditions:

a. A fine schedule shall be established annually by the Administrator.

b. Violations of a rule pertaining to the use of private ways shall be subject to a fine in an amount consistent with that imposed under laws applicable to public streets and highways.

c. Should a fine not be paid by the person upon whom it is imposed, it shall be paid by the unit owner or resort area owner who, by virtue of his ownership of the property, caused the person upon whom the fine was imposed to be a resident or visitor of Sunriver.

d. The Administrator of Sunriver may provide that a person who has violated a rule or regulation shall be deprived of his right to use the common area, semi-public recreational or service areas or any specified parts of either for a period of not to exceed six months on account of any one violation or until such time as the violation has been remedied to the satisfaction of the Administrator.

6.03 Right to Notice, Opportunity to be Heard and Appeals in Connection with Fines.

No person shall be subject to fines or penalties pursuant to Section 6.02 hereof without prior written notice of the offense and an opportunity to be heard. Any person upon whom a notice of fine or penalty has been imposed pursuant to Section 6.02 hereof who deems that such a fine or penalty was unfairly imposed, either because he did not violate a rule, regulation or provision as charged or because the fine or penalty imposed is unduly severe, may appeal from the imposition of the fine or penalty by filing a statement to that effect with the Administrator within 30 days after notice of the fine or penalty has been served. All appeals shall be determined by a body to be known as the Sunriver Judicial Council as provided in Section 6.07 below.

6.04 Violation of Sunriver Declaration or a Design Committee Rule by Prohibited Activity.

Any activity prohibited by the provisions hereof or by any Sunriver Declaration or Design Committee Rule may be enjoined by fine or appropriate equitable proceedings and the owner guilty of such prohibited activity shall also be liable for damages therefore or arising therefrom.

6.05 Violation of Sunriver Declaration by Prohibited Activity

In the event that any owner shall violate a provision of a Sunriver Declaration relating to activities which may be conducted on his property or if any person on the

property with the permission of the owner shall violate such a provision, the Administrator of Sunriver may impose a fine upon such owner in an amount determined in accordance with Section 6.02a for any one violation, subject to all of the limitations and conditions hereinafter set forth.

6.06 Payment of Fines.

Each fine imposed pursuant to Section 6.02 hereof shall become payable by the person upon whom it is imposed ten days after delivery by the Administrator of notice thereof to the person by whom it is payable. If the fine is unpaid at the end of this period, the Administrator shall be authorized to file a lien against the property in question. Each notice of fine shall refer to the rule, regulation or provision which has been violated and set forth a statement of the conduct which the Administrator claims violated such rule, regulation or restriction describing the date and the events constituting the violation. All fines shall be paid into the Maintenance Fund.

6.07 Sunriver Judicial Council.

All appeals of fines or penalties pursuant to Section 6.03 shall be determined by a body to be known as the "Sunriver Judicial Council" in accordance with such rules of procedure as the council may adopt from time to time. The Sunriver Judicial Council shall consist of not less than three persons who shall be appointed by the Administrator, at least two of whom shall be owners; provided, however, that no person shall serve as a member of the council while serving as a member of the Board of Directors of the Sunriver Owners Association. The Administrator shall keep on file at its principal office a list of the names and addresses of the members of the Sunriver Judicial Council. Any two members of the council may act for the council. The council shall render its decisions on appeals determined by it in writing.

In the case of appeals from fines or penalties, written notice shall be given to the Administrator of Sunriver by any person or persons upon whom the fine or penalty was imposed. Pending a decision on appeal, collection of a fine or imposition of penalty shall be stayed. The decision of the council shall be binding on the Administrator and all other parties to the appeal to the extent permitted by Oregon law.

Prior to any determination of an appeal from a fine or penalty, the council shall hear evidence from the person(s) upon whom the fine or penalty is imposed, who shall have the right to confront the Administrator of Sunriver, hear the charges against him and be heard fully in refutation thereof. The council shall base its decision upon substantial, relevant evidence and render its decision in writing.

Section 7

Maintenance Fund
and
Reserve Fund

7.01 Budget.

From the effective date of the Consolidated Plan of Sunriver, the Administrator of Sunriver shall annually, with the approval of the Board of Directors of the Sunriver Owners Association, prepare an operations budget for the community for the ensuing calendar year as provided in this section. The budget shall include provision for maintenance, for capital expenditures and any proposed additions to the reserve account.

7.02 Imposition of Regular Assessments.

a. The Administrator shall have the right to impose an assessment against each unit owner in an amount not to exceed $28.00 per month for each unit owned by each unit owner unless such amount shall be increased as provided in Section 7.02 a.(1) and (2) herein. On or before January 1st of each year the Administrator shall notify each owner of the amount of the assessment to be imposed for such year.

(1) The maximum amount of any maintenance assessment fund increase over the amount provided for above shall be limited to six percent (6%) in any one year commencing January 1, 1986, or by the increase occurring after January 1, 1986 over the level on January 1, 1986 of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Items, All Urban Consumers, United States City Average (1967=100), or the successor of such index, whichever is greater.

(2) In the event that the Administrator shall deem the maintenance fund to be inadequate for the purposes for which it is to be maintained, taking into account the need for reasonable reserves for special purposes, the annual maintenance assessment may be increased above the amounts provided above; provided, however, that such increase shall have first been approved by a vote of not less than sixty percent (60%) of the votes cast by written ballot directed to all owners.

b. Any owner who pays the assessment to be imposed for all 12 months of the ensuing calendar year prior to February 1 of such year shall be entitled to a discount as determined annually by the Administrator. Assessments not so prepaid shall be paid in equal monthly installments of one-twelfth of the annual assessment amount. In the event that a person shall acquire a unit or his unit shall first become subject to assessment during the course of a calendar year, his first assessment shall come due on the first day of the month following the month during which he has acquired his unit or during which the unit first became subject to assessment.

No owner who disposes of his entire interest in a unit shall be liable for assessments against that unit levied or assessed after the date of sale or disposition thereof. Any past due assessment shall bear interest at the rate established by the Administrator.

c. A developer of condominium units shall pay regular monthly assessments for each such unit from the date construction is commenced until the respective unit is sold and the liability for the assessment transferred to the purchaser.

d. Each owner of any Resort Area shall pay an assessment determined by dividing the true cash value of any single tax lot or identified group of tax lots by the true cash value of all property in Sunriver as determined by the Deschutes County Tax Assessor to determine the percentage of the total true cash value. The percentage shall be applied to the total annual budget and multiplied by a weighted factor of eighty percent (80%). This shall be the assessment payable for the following year unless otherwise mutually agreed upon by the Administrator and the affected owners.

The applicable assessment for the golf courses shall be calculated in two steps as follows:

(1) On the true cash value of the improvements, the percentage shall be determined in the same manner as above (7.02 d.).

(2) On the true cash value of the land, the percentage of the total true cash value of all Sunriver property is calculated as the above (7.02 d.). Thereafter, this percentage is applied to the budgeted road maintenance expense and divided by two to produce the assessment payable for the following year.

In the event the taxing authorities do not or no longer appraise real property on the basis of its full fair market value, then the true cash value for purposes of this paragraph shall be determined by an independent qualified appraiser retained by the association.

e. Each owner of any commercial area shall pay an assessment determined by dividing the true cash value of any single tax lot or identified group of tax lots by the true cash value of all property in Sunriver as determined by the Deschutes County Tax Assessor to determine the percentage of the total true cash value. That percentage of the total annual budget multiplied by a weighted factor of 50 percent shall be the assessment payable for the following year unless otherwise mutually agreed upon by the Administrator and the affected owner. In the event the taxing authorities do not or no longer appraise real property on the basis of its full fair market value, then the true cash value for purposes of this paragraph shall be determined by an independent qualified appraiser retained by the association.

f. When any particular owner or owners request some special service not offered to all of the other owners, the Administrator may perform that service and charge the cost exclusively to the owners requesting the service.

g. Any unit, commercial area, or resort area which is exempt from ad valorem real property taxes under the laws of the State of Oregon shall be exempt from the imposition of any regular assessment imposed hereunder. Such properties shall not, however, be exempt from the imposition of any special assessment imposed hereunder.

7.03 Special Purpose Assessments.

In the event that the Administrator of Sunriver deems it to be at the advantage of the owners of Sunriver to impose a special purpose assessment to provide funds for the development of a particular facility or to provide funds to cover maintenance costs caused by conditions or occurrences not contemplated at the time of the approval of the annual budget, it may impose such a special assessment provided that the amount of the assessment and the terms upon which it is imposed have been approved by a vote of not less than sixty percent (60%) of the votes cast by written ballot directed to all owners.

All Special Purpose Assessments shall be applied uniformly to all owners. Owners in commercial and resort areas shall pay a proportionate share based on the formula set forth in Section 7.02. In the event that such an assessment is imposed, the Administrator shall add the monies derived therefrom to the Maintenance Fund but shall keep the same in a special account and shall use the same only for the purposes approved by the owners when they consented to the special assessment.

7.04 Maintenance Fund.

The Administrator shall keep all monies which it may collect for maintenance assessments together with all other monies which it is required to add to the Maintenance Fund pursuant to the provisions hereof or of any Sunriver Declaration in a separate fund to be called the "Maintenance Fund", and shall use the monies in the Maintenance Fund only for the following purposes:

a. Payment of the cost of maintaining private ways (including street lights, entrance and other signs), common areas, semi-public recreational or service areas, leased scenic areas and special recreational and other facilities on common areas or semi-public recreational or service areas, available for use by all of the residents of Sunriver;

b. Payment of taxes and assessments levied against private ways, common areas, semi-public recreational or service areas, leased scenic areas and the improvements thereon;

c. Payment of the cost of providing security patrol, fire prevention and control service, emergency medical service and such other utility and public services as may be required to be provided from time to time and are not otherwise available through public entities or leased public utilities;

d. Payment of the cost of insurance, including insurance protecting the Administrator, the Design Committee, the Sunriver Owners Association and any village association against liability arising out of performance of their functions and activities in the administration of the Consolidated Plan of Sunriver;

e. Payment of the cost of enforcing the provisions contained in the Consolidated Plan of Sunriver, the Sunriver Rules and Regulations and the covenants and provisions contained in any Sunriver Declaration;

f. Payment to the Sunriver Owners Association or to a village association of costs incurred in the performance of any obligation of the Administrator which has been obligated to the Association or to any village association;

g. Payment of fees of the professional members of the Design Committee and of expenses incurred by the Design Committee;

h. Payment for other services which the Administrator deems to be of general benefit to unit owners of Sunriver;

i. Payment of costs incurred in collection of maintenance assessments;

j. Payment of any expense reasonably incurred by the Administrator in carrying out any function for which it has been given responsibility hereunder;

k. Payment of legal costs and accounting costs incurred by the Administrator in performance of its functions hereunder; and

l. Payment of the costs of fidelity bonds and faithful performance bonds with respect to the cash handling functions of the Administrator and such employees thereof as are responsible for collection and handling of cash to be deposited in the Maintenance Fund.

Included among the monies which are to be paid into the Maintenance Fund are all maintenance assessments, fees for use of recreational or service facilities located on common areas or semi-public recreational or service areas, Design Committee fees, rentals from leases of private recreational areas or leased scenic areas, interest on amounts payable into the Maintenance Fund and payment to reimburse the Administrator of Sunriver for monies expended from the Maintenance Fund. No part of the Maintenance Fund shall inure to the benefit of the Developer.

Notwithstanding anything to the contrary herein contained, however, the Administrator shall have no power to make expenditures exceeding $25,000 from the Maintenance Fund for capital improvements and additions without the affirmative vote of not less than sixty percent (60%) of the votes cast by written ballot directed to all owners.

The Administrator shall have no power to enter into any contract for the provisions of services or the purchase of goods having a term in excess of one year with the exception of (i) contracts for provision of public utilities services by a regulated public utility company (with the services contracted for being within the purview of the regulations) and (ii) contracts for insurance from insurance companies of good reputation at rates publicly available in the marketplace. In connection with any contract exceeding one year, the Administrator must obtain approval of the Board of Directors of the Sunriver Owners Association.

7.05 Default in Payment of Maintenance Assessments, Special Assessments, Charges, and Fines.
Each maintenance assessment, special assessment or charge levied or imposed pursuant to the Consolidated Plan of Sunriver or any Sunriver Declaration, together with interest thereon at a rate set by the Administrator from the date of the charge until the date of payment, shall be a separate, distinct and personal debt and obligation of the owner or resident of Sunriver against whom the maintenance assessment, special assessment or charge is levied or imposed or from whom the amount is due. If an owner fails to pay any such assessment, charge or fine or any installment thereof when due, the owner shall be in default and shall be subject to a late payment charge in an amount to be set by the Administrator. The amount of the assessment or charge not paid together with interest, costs and attorneys' fees as elsewhere provided for herein shall become a lien upon the unit or units owned by the person from whom the assessment or charge is due, upon filing by the Administrator of Sunriver in the records of mortgages of the County of Deschutes, State of Oregon, of a notice of lien, which said notice shall set forth the amount due, a description of the property against which the lien is imposed, the provisions under which the lien is claimed and the fact that, unless the amount is paid, the property subjected to the lien shall be sold in satisfaction thereof. Any such lien shall not take effect until notice thereof has been so filed. Thus, such lien shall be subordinate to the lien of any mortgage upon any property which is accepted in good faith and for value and which was recorded prior to the filing of the notice of lien. The Administrator shall commence proceedings to foreclose any such lien at any time within three years following the date of such filing and foreclosure shall occur in a manner provided for foreclosure of a mortgage under the laws of the State of Oregon.

7.06 Annual Accounting.

Within ninety days following the closing of each calendar year, the Administrator of Sunriver shall render to each unit owner an accounting which shall set forth the amount and source of all income received in the Maintenance Fund and all disbursements from the Maintenance Fund during the previous calendar year, together with a statement of the assets and liabilities of the Maintenance Fund at the close of the last calendar year. The Administrator shall maintain books and records in a manner consistent with customary and usual accounting standards of all amounts received into the Maintenance Fund, and of all disbursments therefrom, which records shall be open to inspection by any unit owner or by the officer of any village association or of the Sunriver Owners Association at any reasonable time during the normal business hours. The accounting to be provided pursuant to the provisions hereof shall be prepared by a certified public accountant of good reputation on the basis of an audit of the records of the Maintenance Fund, in accordance with accepted auditing standards and generally accepted accounting principals in a manner sufficient to permit said auditing accountant to provide certified statements of account. The Administrator of Sunriver shall maintain books and records to a standard sufficient to permit such an audit.

7.07 Indemnity.

No member of the Board of Directors or any other officer of the Sunriver Owners Association or of any committee of the association appointed by the Board, shall be personally liable to any member, or to any other party, including the association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith. In the event any action is brought against any such person or entity, the association shall indemnify such person or entity for all reasonable costs, including attorney's fees, incurred in the defense of such action, including any settlement thereof. In the event the association is required to pay any such costs, the association shall be entitled to reimbursement from the Maintenance Fund established pursuant to Section 7 herein.

7.08 Establishment of Reserve Fund.

As of the effective date of this plan, the Administrator of Sunriver shall establish a separate interest bearing reserve account by transfer of funds from the Maintenance Fund pursuant to a resolution by the Board of Directors of the Sunriver Owners Association.

a. The reserve account shall be a separate account in the Maintenance Fund.

b. The purpose of the reserve account shall be to provide funds for new items as well as for replacement or major repair of all items of association assets which will normally require replacement in whole or in part in more than three (3) and less than thirty (30) years.

7.09 Procedure for Reserve Fund.

The Administrator shall be responsible for administering the account and for making periodic payments into it.

a. The reserve account established under this section shall, in the discretion of the Board of Directors, thereafter be funded by assessments against the individual units in an amount sufficient to build and maintain adequate reserves and such adequacy shall be reviewed annually.

b. Annual amounts to be assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of these items and shall be determined by the Administrator and submitted to the owners as specified in Section 7.01.

c. The account may be used only for purchase of new or replacement or major repair of association assets and is to be kept separate from assessments for maintenance. However, after the Sunriver Owners Association has assumed responsibility for administration, the Board of Directors may authorize the borrowing of funds from the reserve account to meet high seasonal demands upon the Maintenance Fund. Funds borrowed to meet temporary expenses under this subsection must be repaid with interest before the end of the current fiscal year.

d. Assessments paid into the reserve account are the property of the Maintenance Fund and are not refundable to sellers or owners of lots.

Section 8

Design Committee

8.01 Functions of Design Committee.

The Design Committee shall exercise the functions for which it is given responsibility in any Sunriver Declaration and in the Consolidated Plan of Sunriver. Generally, the Design Committee will be responsible for the approval of plans and specifications for the development of all areas subject to the Consolidated Plan and for the promulgation and enforcement of rules and regulations governing the use and maintenance of such areas and the improvements thereon.

8.02 Members: Term and Removal.

The Design Committee shall consist of as many persons, not less than three, as the Board of Directors of the Sunriver Owners Association may from time to time appoint subject to the provisions of the Sunriver Owners Association Articles of Incorporation and Bylaws. The Board of Directors may remove any member of the Design Committee appointed by the Board of Directors from office at any time and may appoint new or additional members at any time. The Sunriver Owners Association shall keep on file at its principal office a list of the names and addresses of the members of the Design Committee.

8.03 Violation of Sunriver Declaration or Design Committee Rules by Non-Qualifying Improvements.

In the event that any owner constructs or permits to be constructed on his property an improvement contrary to the provisions of a Sunriver Declaration or the Design Committee Rules or in the event that an owner maintains or permits any improvement, condition or other thing on his property contrary to the provision of a Sunriver Declaration or the Design Committee Rules, the Administrator may, no sooner than sixty (60) days after delivery to such unit owner of written notice of the violations, enter upon the offending unit and remove the cause of the violation, or alter, repair or change the item which is in violation of such Sunriver Declaration or Design Committee Rules as to make it conform thereto; provided, however, that if the owner objects to such entry, no such entry shall occur without prior resort to

appropriate judicial process. The Administrator shall charge the owner and the owner shall pay the entire cost involved in such restoration by it in order to enforce the provisions hereof. Such costs shall become payable upon delivery by the Administrator to the owner of notice of the amount due and shall be paid into the Maintenance Fund provided that such costs were paid by the Maintenance Fund. Any such charges so levied shall become a special assessment against the unit of the owner.

8.04 Violation of a Sunriver Declaration or the Design Committee Rules Relative to Landscaping.

In the event that any owner fails to comply with the provisions of a Sunriver Declaration or with the Design Committee Rules limiting removal of trees or shrubs, the Administrator may, no sooner than sixty (60) days after delivery to such owner of written notice of the violation, enter upon the offending property and replace appropriate trees and shrubs in a manner deemed sufficient in the Administrator's sole discretion to remedy the effects of the violation; provided, however, that if the owner objects to such entry, no such entry shall occur without prior resort to appropriate judicial process. The Administrator shall charge the owner and the owner shall pay the entire cost involved in such restoration by it in order to enforce the provisions hereof. Such costs shall become payable upon delivery by the Administrator to the owner of notice of the amount due and shall be paid into the Maintenance Fund provided that such costs were paid by the Maintenance Fund. Any such charges so levied shall become a special assessment against the unit of the owner.

8.05 Review and Appeal.

a. Review and Appeal by Applicant.

In the event that a decision rendered by the Design Committee is unacceptable to the applicant or his representative, such person or persons may:

(1) Request a review of such decision by the Design Committee by directing a written request for such review to the Sunriver Owners Association by certified mail postmarked no later than ten (10) working days after the decision is rendered by the committee. Such review shall be held by the committee at its next regularly scheduled meeting.

(2) In the event that the decision rendered by the Design Committee upon review is unacceptable to the applicant or his representative, such person(s) may request hearing before an Appeals Board whose membership shall consist of the President of the Sunriver Owners Association, the chairman of the Covenants and Enforcement Committee of the Sunriver Owners Association, or any successor to such committee, and a third member to be selected by the aforementioned two (2) members. Such third member shall, if feasible, have special knowledge pertinent to the application under consideration. Request for such appeal shall be directed in writing and by certified mail to the Sunriver Owners Association and postmarked no later than ten (10) working days after the decision was rendered by the Design Committee upon review. The decision by the Appeals Board shall be final.

b. Appeal by Owner other than Original Applicant.

In the event that a decision rendered by the Design Committee is unacceptable to any owner other than the applicant, such owner or his representative may request review by an Appeals Board, the membership of which shall be as described in Section 8.05.a. above. Request for such appeal shall be directed in writing and by certified mail to the Sunriver Owners Association and postmarked no later than five (5) working days after the decision is rendered by the Design Committee. The decision rendered by the Appeals Board shall be final.

Written request for appeal shall be accompanied by a payment of an appeal fee in an amount as set forth in the Design Committee Rules.

c. Miscellaneous Provisions.

(1) Members of the Appeals Board shall not discuss any case referred to the Design Committee for review or to the Appeals Board itself until such time as the case is scheduled for discussion at the formal hearing conducted by the Appeals Board.

(2) The Appeals Board shall hear any case submitted to it within fourteen (14) days of receipt of request for appeal.

(3) No building permit shall be issued by the Design Committee less than ten (10) days after the Design Committee renders its decision. In the event that a

request for either review or appeal is received within the time limits as specified, issuance of a building permit will be deferred until a final decision is rendered in accordance with the provisions of Section 8.05.

(4) In the event that a request for review or appeal is received in accordance with the provisions in Section 8.05, notice of the request and its scheduled hearing date and time will be sent to the person or persons initiating the request and property owners entitled to notice under the Design Committee rules and regulations. This notice will be mailed within three working days of receipt of the request.

8.06 Failure to Act.

If at any time the Design Committee shall fail to function for any reason, the Board of Directors of the Sunriver Owners Association shall have the right to serve and act in place and instead of the Design Committee.

8.07 Duties and Rules.

The Design Committee shall consider and act upon all matters properly submitted to it pursuant to the Consolidated Plan of Sunriver or in any Sunriver Declaration. The Design Committee may by majority vote from time to time and in its discretion, adopt, amend and repeal rules and regulations to be known as the "Design Committee Rules" establishing its operating procedures and interpreting, detailing and implementing the provisions of the instrument pursuant to which it is charged with responsibility provided, however, that any adoption, amendment or repeal of the rules and regulations shall be subject to approval by the Board of Directors of the Association. The Design Committee may establish a reasonable fee to be paid to it to cover its costs incurred in considering and acting upon matters submitted to it. Such fees shall be paid into the Maintenance Fund. A current copy of the Design Committee Rules shall be kept on file at the principal office of the Sunriver Owners Association at all times. Such rules shall have the same force and effect as if set forth herein as part of the Consolidated Plan of Sunriver. The quorum for conducting official business at any Design Committee meeting shall be equivalent to more than fifty percent (50%) of total committee membership including a developer representative, if any.

8.08 Non-waiver.

Consent by the Design Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

8.09 Estoppel Certificate.

Within thirty (30) days after written demand therefor by an owner, the Design Committee shall execute and deliver to the owner requesting the same an estoppel certificate certifying with respect to the property of such owner that as of the date of the certificate either (a) all improvements and other work within or upon said property comply with the Consolidated Plan of Sunriver and with all restrictions and rules and regulations adopted in or pursuant to any Sunriver Declaration, or (b) that such improvements and work do not so comply for reasons specified in the certificate. Any purchaser or mortgagee of the unit may rely on such certificate with respect to the matters set forth therein, such matters being conclusive against the Sunriver Owners Association and all unit owners in Sunriver.

8.10 Liabilities.

Neither the Design Committee nor any member thereof shall be liable to any owner, the Sunriver Owners Association, or any party who has submitted application to the Sunriver Design Committee, for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Design Committee or any member thereof, provided only that the Design Committee, in accordance with actual knowledge possessed by it, has acted in good faith.

Section 9

Administrator

9.01 Powers and Responsibilities of the Administrator

In addition to such other powers and resonsibilities as shall be granted to or imposed upon it by the Consolidated Plan of Sunriver and by any Sunriver Declaration, the Administrator shall have the following powers and responsibilities:

a. Maintenance of all private ways, common areas, semi-public recreational or service areas, leased scenic areas and the improvements thereon;

b. Construction of such improvements on the private ways, common areas, leased scenic areas and semi-public recreational or service areas as it deems to be of benefit to the residents of Sunriver and their guests in accordance with the Sunriver rules and regulations; provided, however, that nothing herein contained shall be deemed to confer upon the Administrator power to incur capital expenditures or levy special assessments except as expressly herein provided and subject to the limitations herein set forth;

c. Responsibility for the enforcement of all covenants and restrictions contained in the Consolidated Plan of Sunriver and in any Sunriver Declaration;

d. Responsibility for the promulgation and enforcement of the Sunriver rules and regulations and the enforcement of the Design Committee rules and the decisions of the Design Committee;

e. Responsibility for payment of all ad valorem taxes and assessments imposed on any of the common areas, private ways, leased scenic areas or semi-public recreational or service areas within Sunriver;

f. Responsibility for the provision of such services to the owners of Sunriver as shall be deemed to be of benefit to the owners of Sunriver;

g. Responsibility for procurement and maintenance of insurance on all improvements constructed on the common areas, leased scenic areas or semi-public recreational or service areas;

h. Responsibility for collection of maintenance assessments, user fees and other charges as may be levied within any village in the manner provided in the Consolidated Plan of Sunriver and any previous declaration and responsibility for action on delinquencies;

i. Responsibility for fixing of fees for use of recreational and service facilities within the common areas and in the semi-public recreational or service areas and for the collection thereof for payment into the Maintenance Fund.

j. Responsibility to make certain that annual operating and long term budgets for capital improvements and reserve for replacements are prepared;

k. Responsibility for maintenance of books and records to a standard sufficient to permit their audit as outlined in Section 7.06.

l. Responsibility for the organization of village associations, committees and advisory groups as may be required from time to time to assist the Administrator in the performance of its functions.

m. The right to contract with any owner, group of owners or association of owners of any property subject to the Master Plan of Sunriver as described in Section 4 hereof for the maintenance of roadways, bicycle paths, recreational facilities or service facilities and administrative services connected therewith provided such contract is deemed to be beneficial to the Association.

9.02 Delegation of Functions; Appointment of Manager.

The Administrator may, from time to time, delegate all or portions of its authority hereunder, to a manager pursuant to an appropriate management contract; provided, however, that in no event shall any such management contract, or contract for services equivalent to management services, have a term in excess of three (3) years. In connection with any contract exceeding one year, the Administrator must obtain approval of the Board of Directors of the Sunriver Owners Association. The Administrator may delegate to any village association responsibility for the performance of any duty or function of the Administrator with respect to the applicable village; provided, however, that the Administrator shall arrange to pay to the particular village association expenses which it shall reasonably incur in the performance of such duty or function.

9.03 Limitation of Liability.

The Administrator shall not be liable for failure to carry out or perform any duty or resonsibility required by it to be performed pursuant to the Consolidated Plan of Sunriver where such performance is made impossible or unfeasible by lack of sufficient funds in the Maintenance Fund. Where such insufficiency exists, the Administrator shall have discretion to determine for which authorized purposes monies in the Maintenance Fund shall be spent, including the power to determine how much shall be held in reserve. Neither the Administrator nor any officer or director thereof shall be liable to any owner, to any resident of Sunriver or to any village association on account of any action or failure to act of the Administrator; provided, however, that the action has been taken in good faith in accordance with the actual knowledge possessed by the Administrator.

9.04 Performance of Functions and Required Transfer.

The functions to be performed by the Administrator hereunder shall be transferred to and performed by the Owners Association upon sixty (60) days prior written notice of the Owners Association to the Administrator, or at such earlier date as may be mutually agreeable.

Developer will delegate and assign to the Sunriver Owners Association all of its powers and responsibilities given to it or imposed upon it by the Consolidated Plan of Sunriver or by any Sunriver Declarations, will convey to the Sunriver Owners Association all of its right, title, and interest in and to the private ways, common areas, limited common areas, private recreational areas, leased scenic areas and semi-public recreational or service areas and will transfer over to the Sunriver Owners Association all monies then in the Maintenance Fund with a complete accounting therefor and the Sunriver Owners Association shall accept the same. The Developer shall be relieved of any further obligations with respect to performance of the functions of the Administrator from and after the date of the transfer. The Developer is the Administrator as of the date hereof and commits for itself, its successors and assigns to turn over the administrative functions as herein contemplated in accordance with the provisions of this paragraph.

Section 10

The Sunriver Owners Association

On the effective date of the Consolidated Plan of Sunriver, the existing Sunriver Owners Association and Sunriver Phase II Association shall be merged into one association. Such association shall have the following attributes:

10.01 Membership in Association.

a. Every unit owner and each owner of any portion of any resort area or commercial area shall be a member of the association. Status as a unit owner or property owner in a resort area or commercial area is the sole qualification for membership.

b. Rights to a membership and status as a member terminate upon termination of status as a unit owner or resort or commercial area owner. Upon conveyance, sale or assignment of the owners interest, the selling owner or owners shall be relieved of liability for assessments levied from and after the date of such sale.

c. No owner may avoid the obligations of membership during the period when he is an owner by non-use of private ways, common areas, limited common areas, private recreational areas or semi-public recreational or service areas, renunciation or abandonment of his property or any other act of abandonment or renunciation.

10.02 Voting Rights.

a. All unit owners shall be entitled to one vote for each unit they own. When more than one person holds an interest in a unit, the vote for such unit shall be exercised as the unit owners thereof determine but the vote attributable to the unit shall be cast by only one person.

b. Each owner of a resort area or a commercial area shall be entitled to the number of votes that are appurtenant to said area as set forth in Exhibit "B", attached hereto and by this reference incorporated herein. In the event of any subdivision, partition, or other division of any resort area or commercial area as described in Exhibit "B", the number of votes thereafter appurtenant to such division of the areas shall be as assigned by the owners of said property. It shall be

the responsibility of the commercial and resort area owners to notify the Sunriver Owners Association of how the votes have been allocated in accordance with this section. When more than one person holds an interest in a resort or commercial area, the vote or votes for such area shall be exercised as the property owners thereof determine, but the vote attributable to the property shall be cast by only one person.

10.03 Incorporation.

a. The Sunriver Owners Association shall be incorporated as a not-for-profit corporation under the general nonprofit corporation laws of the State of Oregon.

b. The Articles of Incorporation of the Sunriver Owners Association shall provide for its perpetual existence, but in the event the Sunriver Owners Association shall at any time be dissolved, whether inadvertently or deliberately, it shall immediately be succeeded by an unincorporated association of the same name. In that event, all of the powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any such successor unincorporated association shall be governed by the Articles of Incorporation and bylaws of the incorporated association as if they had been made to constitute the governing documents of the unincorporated association.

c. The Articles of Incorporation shall provide that the Sunriver Owners Association shall exercise and perform all of the powers, obligations and duties delegated to it pursuant to the Consolidated Plan of Sunriver and any additional or different powers and obligations necessary or desirable for the purpose of carrying out the functions of the Sunriver Owners Association pursuant to the Consolidated Plan of Sunriver or otherwise promoting the general benefit of owners within Sunriver.

d. Neither the Association nor any officer or director thereof shall be liable to any owner, the Developer, or to any village association for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the association, provided only that

the association, in accordance with actual knowledge possessed by it, has acted in good faith.

Section 11

Miscellaneous Provisions

11.01 Amendment.

Except as provided herein, the provisions hereof may be amended by an instrument in writing, signed and acknowledged by a majority of the members of the Board of Directors of the Sunriver Owners Association, certifying under penalty of perjury that the amendment set forth therein was duly adopted with the written consent of not less than 60 percent of the votes cast by written ballot directed to all owners. Any amendment or revision of the Consolidated Plan of Sunriver or additional provision shall become effective only upon the filing in the records of deeds of Deschutes County, Oregon, of such certificate, setting forth in full the amendment, amendments, additional provision or repeal approved as provided in this section. There shall be no amendment of the Consolidated Plan which would change Sections 1, 3.12, 6, 7 and 10 in any manner which would alter or change the status, rights and obligations specifically of the commercial property owners and/or resort property owners unless such amendment or repeal is also approved in writing by a majority of the affected commercial or resort property owners based on the votes allocated to those land classifications.

11.02 Joint Owners.

In any case in which two or more persons share the ownership of any unit, regardless of the form of ownership, the responsibility of those persons to comply with the provisions of the Consolidated Plan of Sunriver and any Sunriver Declaration shall be a joint and several responsibility. The act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership; provided, however, that in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Administrator and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

11.03 Expenses and Attorneys' Fees.

In the event that the Administrator of Sunriver shall bring any suit or action to enforce any provision herein contained in the Consolidated Plan of Sunriver or in a Sunriver Declaration, to collect any money due to it thereunder or to foreclose a lien, the defendant in such suit or action shall pay to the Administrator of Sunriver all costs and expenses which the Administrator shall incur in connection with such suit or action, including a foreclosure title report, in such amount as the court may determine to be reasonable as attorneys' fees therein, including attorneys' fees incurred in connection with any appeal or decision of the trial court or an appellate court.

11.04 Nonexclusiveness and Cumulation of Remedies.

Election by the Administrator of Sunriver to pursue any remedy provided for the violation of any provision of the Consolidated Plan of Sunriver or of a Sunriver Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted thereunder or permitted by law. The remedies provided in the Consolidated Plan of Sunriver and in any Sunriver Declaration are not intended to be exclusive but shall be in addition to all other remedies, including actions for damages or suits for injunctions or for specific performance available under applicable law.

11.05 Right of Entry.

The Administrator of Sunriver or his duly designated agent may at any reasonable time, and from time to time at reasonable intervals, enter upon any property within Sunriver for the purpose of determining whether or not the use of such property or any improvement thereon is then in compliance with the Consolidated Plan of Sunriver or any Sunriver Declaration. No such entry shall be deemed to constitute a trespass or otherwise to create any right of action in the unit owner or occupant of such parcel.

11.06 Interest.

Any amount not paid to the Administrator of Sunriver when due in accordance with the Consolidated Plan of Sunriver or in any Sunriver declaration shall bear interest at the rate of ten percent per annum or at such legal rate as may be established by the Administrator.

11.07 Construction; Severability; Numbers; Captions.

The Consolidated Plan of Sunriver shall be construed as an entire document to accomplish the purpose stated in the introductory paragraphs. Nevertheless, each provision of the Consolidated Plan of Sunriver shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provisions. As used herein the singular shall include the plural, and the plural the singular. The masculine and neuter shall include the masculine, feminine and neuter as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions hereof.

11.08 Original Subdivision and Development Work.

Nothing herein contained shall be deemed to limit or restrict the right of the Developer and/or the Administrator or their designated successors, their contractors, employees, materialsmen, or assigns from entering all or any portion of Sunriver for the purpose of conducting therein and thereon such work of subdivision, improvement, construction and development as the Developer and/or the Administrator may deem necessary or desirable. However, all such work shall be performed in accordance with the Consolidated Plan of Sunriver and without cost or expense to any owner other than the Developer and/or the Administrator or their designated successors, except in such instances where another unit owner or owners have expressly contracted for said work. The Developer and/or Administrator shall have a non-exclusive easement for use of the private ways for ingress and egress on those portions of the real property owned by the Developer and/or the Administrator to perform work of construction thereon and for other work or activity associated with the ownership of said property. Portions of the roads from time to time included within Sunriver are acknowledged to be roads which provide a principal means of ingress and egress from property in Sunriver and the roads and private ways may be utilized for that purpose by Developer and/or the Administrator, its agent, contractors and employees, lessees, invitees and licensees of commercial areas and for other uses permitted under the Consolidated Plan of Sunriver, all on a non-exclusive and reasonable basis.

11.09 Notices.

Any notice permitted or required by the Consolidated Plan of Sunriver or any Sunriver Declaration may be delivered either personally or by mail. Delivery by mail shall be by certified or registered mail, postage prepaid and addressed as follows:

If to Developer: c/o Sunriver Properties Oregon, Ltd.
Sunriver, Oregon 97707

If to Administrator: at the address established as the principal place for the conduct of its business.

If to an owner: at the address given by him at the time of his purchase of a unit, commercial property, or resort property

The address of any person may be changed at any time by notice in writing delivered as provided herein.

IN WITNESS WHEREOF, Sunriver Properties Oregon, Ltd. has caused this declaration setting forth this Consolidated Plan of Sunriver to be executed this _____ day of _____, 198__.

EXHIBIT "A"

THE BOUNDARY OF SUNRIVER 0113-1211

PROPERTY DESCRIPTION

Beginning at the southeast corner of Section 20 in Township 19 South and Range 11 East of the Willamette Meridian in Deschutes County, Oregon; and running thence North 00°31'51" West a distance of 2648.54 feet to the northeast corner of the southeast quarter of said Section 20; thence South 89°46'03" West 4268.88 feet along the centerline of said Section 20 to a Witness Point on the right bank of the Deschutes River; thence South 89°46'03" West along said centerline 135.77 feet to the centerline of the Deschutes River; thence South 13°30'00" East along said river centerline 135.73 feet; thence South 23°48'21" West 185.81 feet; thence South 36°33'59" West 226.60 feet; thence South 08°59'25" East 159.97 feet; thence South 50°06'59" East 467.85 feet; thence South 04°50'12" East 130.47 feet; thence South 25°11'20" West 1005.63 feet; thence South 196.00 feet; thence South 24°31'04" East 513.28 feet; thence South 31°08'40" West 380.90 feet; thence South 37°21'57" West 620.49 feet; thence South 59°03'02" West 326.88 feet to the East line of the northeast quarter of Section 30 in said Township and Range; thence leaving said river centerline, South 00°01'28" West along said East line 390.00 feet to the centerline of the Deschutes River; thence North 69°43'31" East along said river centerline 361.48 feet; thence East 370.00 feet; thence South 20°50'30" East 399.12 feet; thence South 21°52'07" West 158.40 feet; thence South 56°49'17" West 946.84 feet to the East line of the northeast quarter of said Section 30; thence leaving said river centerline, South 00°01'28" West along said East line 374.64 feet to the southeast corner of said northeast quarter of said Section 30; thence South 89°46'01" West 323.71 feet along the centerline of said Section 30 to the centerline of the Deschutes River; thence South 41°57'01" West along said river centerline 508.10 feet; thence South 29°03'17" West 267.69 feet; thence South 43°04'49" West 253.29 feet; thence North 72°00'25" West 246.03 feet; thence North 49°53'57" West 248.40 feet; thence West 150.00 feet; thence South 54°17'36" West 197.04 feet; thence South 23°11'55" West 114.24 feet; thence South 09°07'18" West 359.55 feet; thence South 39°05'02" East 843.83 feet; thence South 01°44'09" East 330.15 feet; thence South 16°41'57" West 313.21 feet; thence South 28°53'12" West 331.21 feet; thence South 01°57'09' West 440.26 feet; thence South 21°52'45" East 684.29 feet; thence South 02°51'45" West 600.75 feet; thence South 40°25'34" West 354.68 feet; thence South 83°50'09" West 251.45 feet; thence North 41°12'17" West 288.43 feet; thence North 12°56'23" West 468.91 feet; thence North 57°09'18" West 282.10 feet; thence North 82°20'00" West 262.35 feet; thence South 86°38'45" West 254.83 feet; thence South 50°22'28" West 1569.18 feet; thence South 37°31'09" West 353.02 feet; thence South 32°39'39" West 463.25 feet; thence South 22°53'26" West 488.47 feet; thence South 420.00 feet; thence South 35°20'24" East 240.00 feet; thence South 73°42'55" East 188.30 feet; thence North 78°01'26" East 210.00 feet; thence North 66°41'42" East 707.74 feet; thence South 76°13'06" East 272.86 feet; thence South

°57'23" East 704.76 feet; thence South 19°44'40" East 207.18
et; thence South 40°14'11" West 340.59 feet; thence South
°54'54" West 331.55 feet; thence West 500.00 feet; thence North
°17'24" West 300.00 feet; thence North 43°00'00" West 91.67 feet
the East line of Government Lot 4 in Section 31 in said Town-
hip and Range; thence leaving said river centerline South
0°06'05" West along said East line 633.92 feet to the centerline
f the Deschutes River; thence South 77°43'00" East along said
iver centerline 85.91 feet; thence South 36°19'37" East 211.00
eet; thence South 150.00 feet; thence South 40°22'29" West 310.64
eet to the East line of Government Lot 4, Section 6 in Township
0 South and Range 11 East of the Wilamette Meridian in Deschutes
ounty, Oregon; thence leaving said river centerline, South
1°03'42" East 874.86 feet to the southeast corner of said
overnment Lot 4; thence South 88°07'39" West 625.32 feet along
he South line of said Government Lot 4 to the centerline of the
eschutes River; thence along said river centerline, South 220.21
eet; thence South 36°38'03" East 729.01 feet; thence South
4°24'46" East 615.77 feet; thence South 15°12'29" East 320.21
eet; thence South 06°07'50" West 271.55 feet; thence South
3°33'14" West 466.78 feet; thence South 22°09'35" West 296.93
eet; thence South 04°37'27' West 272.89 feet; thence South
6°12'03" East 453.65 feet; thence South 25°10'40" East 258.57
eet; thence South 56°06'15" East 231.31 feet; thence South
82°49'15" East 264.07 feet; thence North 74°19'27" East 262.77
eet; thence North 70°26'39" East 567.71 feet; thence North
80°37'52" East 220.99 feet; thence South 82°57'15" East 896.77
eet; thence South 45°32'01" East 243.85 feet; thence South 200.00
eet to the South line of the southeast quarter of said Section 6;
hence North 87°59'18" East along 1597.40 feet to the southeast
orner of said Section 6; thence North 89°53'50" East 2564.43 feet
o the southwest corner of the southeast quarter of Section 5;
hence north 89°35'40" East along the South line of said southeast
uarter a distance of 1748.66 feet to the westerly right-of-way of
he Burlington Northern Railroad; thence along said westerly
ight-of-way as follows; thence North 04°55'15" West 1321.10 feet
o the North line of the southeast quarter of said southeast
uarter of Section 5; thence South 89°42'01" West along said North
ine 25.08 feet; thence North 04°55'15" West 413.27 feet; thence
North 85°04'44" East 25.00 feet; thence North 04°55'15" West
1693.70 feet; thence along a spiral curve to the right, the chord
of which bears North 04°00'52" West 182.34 feet; thence 905.39
eet along the arc of a 1960.00 foot radius curve right (the long
hord of which bears North 11°00'45" East 897.36 feet); thence
along a spiral curve to the right, the chord of which bears North
26°02'21" East 182.34 feet; thence North 26°56'45" East 665.22
eet to the South line of the southeast quarter of Section 32 in
Township 19 South and Range 11 East; thence South 89°10'08" West
28.26 feet along said South line; thence North 26°56'45" East
1375.53 feet to the East line of said southeast quarter; thence
South 00°14'53" East 54.70 feet along said East line; thence North
26°56'45" East 401.07 feet; thence along a spiral curve to the
right the chord of which bears North 27°20'54" East 121.05 feet;
thence 654.54 feet along the arc of a 2914.67 foot radius curve

;ht (the long chord of which bears North 34°34'45" East 653.16
et); thence along a spiral curve right, the chord of which bears
rth 41°48'36" East 121.05 feet; thence North 42°12'45" East
01.80 feet; thence along a spiral curve to the left; the chord
which bears North 41°48'48" East 118.95 feet; thence 1137.30
et along the arc of a 2814.79 foot radius curve left (the long
ord of which bears North 29°26'15" East 1129.58 feet); thence
ong a spiral curve to the left, the chord of which bears North
°03'44" East 118.95 feet; thence North 16°39'45" East 4037.50
et; thence leaving said westerly right-of-way North 06°58'29"
st 116.67 feet; thence 531.86 feet along the arc of a 650.00
oot radius curve left (the long chord of which beers North
6°33'44" West 517.14 feet); thence North 40°00'11" West 216.57
eet; thence North 46°46'00" West 132.60 feet to the South line of
he northwest quarter of the northeest quarter of Section 28 in
est said Township and Range; thence South 89°30'48" West 450.68
eet to the southwest corner of said northwest quarter of the
ortheast quarter; thence South 89°30'48" West 2670.44 feet to the
outhwest corner of the northwest quarter of the northwest quarter
f said Section 28; thence North 00°52'26" East 1324.16 feet to
he place of beginning.

Excepting therefrom that portion of the above described tract
lying South and East of the northerly right-of-way of Spring River
Road and South Century Drive.

March 25, 1985 David K. Bateman LS 1068
David K. Bateman

EXHIBIT "B"

Pursuant to Section 10.02 b. of The Consolidated Plan of Sunriver, each owner of a resort area or a commercial area shall be entitled to the number of votes that are appurtenant to the following described parcels of real property:

1. Sunriver Resort: 29 votes
   (Resort Property)

2. Sunriver Country Mall Developed: 3 votes
   (Commercial Property)

3. Sunriver Country Mall Undeveloped: 1 vote
   (Commercial Property)

4. 2 Country Mall: 1 vote
   (Commercial Property)

5. Sunriver Utility Co.: 1 vote
   (Commercial Property)

6. Trout House: 1 vote
   (Commercial Property)

7. Chrome Pony: 1 vote
   (also referred to as "Mall Developed (Parmenter)")
   (Commercial Property)

8. Racquet Club: 1 vote
   (Resort Property)

9. C(2) Tract "A" Deer Park I: 1 vote
   (also referred to as "Commercial (Audia)")
   (Comercial Property)

EXHIBIT B-1

i. Sunriver Resort: 29 votes

(Resort Property)

R (1) MARINA AT SUNRIVER 0113-1216

PROPERTY DESCRIPTION

A parcel of land containing 33.80 acres more or less in the North 1/2 of Section 31 in Township 19 South and Range 11 East of the W.M., Deschutes County, Oregon and being more particularly described as follows:

Beginning at a point which is South 31°54'32" West 2585.76 feet from the northeast corner of said Section 31; and running thence South 36°16'43" West a distance of 621.53 feet to the northerly right-of-way of River Road as recorded in SKYPARK; thence South 50°34'07" West 74.34 feet; thence 7.71 feet along the arc of a 290.00 foot radius curve left (the long chord of which bears South 65°38'02" West 7.71 feet); thence leaving said right-of-way North 69°46'31" West 381.96 feet; thence 440.23 feet along the arc of a 700.00 foot radius curve right (the long chord of which bears North 51°45'30" West 433.01 feet); thence North 33°44'30" West 273.22 feet; thence 401.39 feet along the arc of a 310.00 foot radius curve left (the long chord of which bears North 70°50'07" West 373.93 feet) to the easterly boundary of the Owners Park recorded in Volume 343, Page 696 of the Deschutes County deed records; thence North 08°03'15" West 203.55 feet; thence leaving said Owners Park, North 41°52'59" West 336.15 feet to the centerline of the Deschutes River; thence North 50°22'28" East 550.00 feet; thence North 86°38'45" East 254.83 feet; thence South 82°20'00" East 262.35 feet; thence South 57°09'18" East 282.10 feet; thence South 12°56'23" East 468.91 feet; thence South 41°12'17" East 288.43 feet; thence North 83°50'09" East 251.45 feet; thence leaving said river centerline, South 42°58'47" East 247.41 feet to the place of beginning.

March 20, 1985 David K. Bateman LS 1068

David K. Bateman

SUNRIVER AIRPORT

PROPERTY DESCRIPTION

EXHIBIT "L"

0113-1217

A parcel of land containing 174.33 acres, more or less, located in Section 6, Township 20 South, Range 11 East and the East 1/2 of Section 31, Township 19 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon and being more particularly described as follows:

Commencing at the Southeast corner of said Section 6; thence North 82°18'29" West a distance of 2904.62 feet to the true point of beginning for this description; said point lying on the approximate centerline of the Deschutes River; thence South 70°25'36" West along said centerline a distance of 567.71 feet; thence leaving said centerline North 28°19'23" West along the easterly boundary line of "Skypark Common, Tract C", a distance of 403.83 feet to a point on the easterly boundary line of the record plat of "Skypark"; thence along said boundary line the following courses: North 39°32'16" East a distance of 236.40 feet; thence North 33°07' 09" East a distance of 127.89 feet; thence North 22°18'18" East a distance of 125.71 feet; thence North 16°50'43" East a distance of 445.00 feet; thence along the arc of a 300.00 foot radius curve to the right, 195.04 feet, the chord of which bears North 35°28'14" East a distance of 191.62 feet; thence North 54°05'43" East a distance of 225.60 feet; thence along the arc of a 231.26 foot radius curve to the left, 156.05 feet, the chord of which bears North 34°45'51" East a distance of 153.11 feet; thence North 15°26'00" East a distance of 361.01 feet; thence along the arc of an 88.00 foot radius curve to the right, 87.47 feet, the chord of which bears North 13°01'57" West a distance of 83.91 feet; thence South 15°26'00" West a distance of 434.77 feet; thence along the arc of a 100.00 foot radius curve to the right, 67.48 feet, the chord of which bears South 34°45'50" West a distance of 66.21 feet; thence South 54°05'43" West a distance of 166.21 feet; thence along the arc of a 100.00 foot radius curve to the right, 207.20 feet, the chord of which bears North 66°32'46" West a distance of 172.08 feet; thence North 07°11'15" West a distance of 367.41 feet; thence South 82°48'44" West a distance of 140.00 feet; thence South 69°37'28" West a distance of 283.44 feet;to a point on the easterly right-of-way line of a road known as "River Road" as located in the said plat of "Skypark"; thence along said right-of-way line the following courses: along the arc of a 594.90 foot radius curve to the right, 86.91 feet, the chord of which bears North 19°32'35" East a distance of 86.84 feet; thence North 23°43'44" East a distance of 337.26 feet; thence along the arc of a 1460.00 foot radius curve to the right, 499.97 feet, the chord of which bears North 33°32' 21" East a distance of 497.53 feet; thence North 43°20'58" East a distance of 309.48 feet; thence along the arc of a 810.00 foot radius curve to the left, 403.58 feet, the chord of which bears North 29°04'32" East a distance of 399.42 feet;

thence North 14°48'07" East a distance of 264.83 feet; thence along the arc of a 550.00 foot radius curve to the left, 518.45 feet, the chord of which bears North 12°12'11" West a distance of 499.47 feet; thence North 39°12'28" West a distance of 78.92 feet; thence along the arc of a 620.00 foot radius curve to the right, 771.80 feet, the chord of which bears North 03°32'43" West a distance of 722.93 feet; thence North 32°07'02" East a distance of 327.78 feet; thence along the arc of a 490.00 foot radius curve to the left, 168.73 feet, the chord of which bears North 22°15'09" East a distance of 167.90 feet; thence North 12°23'14" East a distance of 1813.69 feet; thence along the arc of a 510.00 foot radius curve to the right, 213.29 feet, the chord of which bears North 24°22'06" East a distance of 211.74 feet; thence North 36° 20'58" East a distance of 374.67 feet; thence along the arc of a 230.00 foot radius cruve to the right, 120.63 feet, the chord of which bears North 51°22'18" East a distance of 119.25 feet; thence North 66°23'47" East a distance of 464.05 feet; thence along the arc of a 1400.00 foot radius curve to right, 104.60 feet, the chord of which bears North 68°32'13" East a distance of 104.58 feet; thence North 70°40'37" East a distance of 413.19 feet; thence along the arc of a 120.00 foot radius curve to the right, 146.41 feet, the chord of which bears South 74°22'14" East a distance of 137.50 feet; thence South 39°25'04" East a distance of 83.99 feet; thence along the arc of a 390.00 foot radius curve to the left, 8.18 feet, the chord of which bears South 40°01'15" East a distance of 8.18 feet; thence leaving said right-of-way line and following along the westerly boundary line of "Meadow Common", South 15°27'20" West a distance of 7801.44 feet, to the point of beginning and terminus of this description.

EXCEPTING THEREFROM: The CAMP ABBOT HANGERS Phase I

SUNRIVER STABLES

PROPERTY DESCRIPTION

EXHIBIT "X"

0113-1219

A tract of land containing 10.38 acres, more or less, located in the South one-half of Section 31, Township 19 South, Range 11 East of the Willamette Meridian, Deschutes County, Oregon and being more particularly described as follows:

Commencing at the Southeast corner of said Section 31; thence North 66°41'39" West a distance of 2624.67 feet to the true point of beginning for this description, said point lying on the westerly right-of-way of a road known as "River Road" as platted in the plat of "Skypark"; thence due West a distance of 253.77 feet to a point on the centerline of Deschutes River; thence along said centerline the following courses: North 19°44'49" West a distance of 75.00 feet; thence North 51°57'23" West a distance of 604.76 feet; thence leaving said centerline, North 37°27'17" East a distance of 355.63 feet; thence South 46°38'12" East a distance of 371.38 feet; thence North 18°38'05" East a distance of 453.79 feet; thence South 75° 14'42" East a distance of 314.68 feet to a point on the westerly right-of-way of said River Road; thence South 12° 23'14" West along said right-of-way a distance of 840.00 feet to the point of beginning and terminus of this description.

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0113-1220

RESTAURANT - PAVILLION

PROPERTY DESCRIPTION

EXHIBIT "B"

A parcel of land containing 1.675 acres lying in the west one-half of Section 5, T20S, R11E, W.M., Deschutes County, Oregon, described as follows: commencing at the south one-quarter corner of Section 6, T20S, R11E, W.M.; thence N 87° 59' 26" E along the south line of said section 2648.53 feet to the southeast corner of said section; thence N 05° 32' 06" E 2270.07 feet; thence N 08° 25' 11" E 372.67 feet to the point of beginning; thence N 01° 25' 56" W 241.47 feet; thence N 82° 41' 25" E 250.80 feet; thence N 03° 04' 15" W 117.99 feet; thence N 57° 37' 17" E 72.82 feet; thence N 81° 22' 54" E 236.46 feet to the westerly right of way of a 60 foot road known as Meadow Village; thence S 16° 20' 05" W along the westerly right of way of said road 165.00 feet; thence N 73° 46' 20" W 119.23 feet; thence S 63° 09' 42" W 140.65 feet; thence S 80° 21' 30" W 131.36 feet; thence S 01° 25' 56" E 220.07 feet; thence S 87° 45' 33" W 107.63 feet to the point of beginning.

0113-1221

R (6) SUNRIVER HOUSEKEEPING

PROPERTY DESCRIPTION

EXHIBIT "S"

A tract of land containing 0.71 acres, more or less, located in the West one-half of Section 5, Township 20 South, Range 11 East of the Willamette Meridian, Deschutes County, Oregon and being more particularly described as follows:

Commencing at the Northwest corner of said Section 5; thence South 31°50'09" East a distance of 1435.53 feet to the true point of beginning for this description; said point also lying on the Southerly boundary line of the plat of "Lodge Condominiums"; thence along said boundary South 54°17'32" East a distance of 300.00 feet; thence leaving said boundary South 85°14'33" West a distance of 319.45 feet' thence North 20°20'37' East a distance of 215.00 feet to the point of beginning and terminus of this description.

TOGETHER WITH: An easement for roadway purposes being described as follows: Commencing at the point of beginning for the above described tract; thence South 20° 20'05" West a distance of 265.00 feet; thence South 50°39' 55" East a distance of 304.99 feet; thence South 73°39'55" East a distance of 172.79 feet; to a point on the intersection of the Westerly right-of-way line of Center Road with the Northerly right-of-way line of Abbot Drive; thence South 16°20'05" West along said Westerly right-of-way line of Center Road, a distance of 60.00 feet; thence leaving said right-of-way line, North 73°39'55" West a distance of 185.00 feet; thence North 50°39'55" West a distance of 360.00 feet; thence North 77°58'40" West a distance of 40.82 feet; thence North 33°15'54" East a distance of 180.45 feet; Thence North 07°39'55" West a distance of 155.00 feet; thence South 70°04'11" East a distance of 132.79 feet to the point of beginning for this description.

R (6) SUNRIVER BIKE PAVILLION 0113-1222

PROPERTY DESCRIPTION

EXHIBIT "U"

A tract of land containing 1.34 acres, more or less, located in the Southwest one-quarter of the Northwest one-quarter of Section 5, Township 20 South, Range 11 East of the Willamette Meridian, Deschutes County, Oregon and being more particularly described as follows:

Commencing at the Southwest corner of said Section 5; thence North 09°12'53" East a distance of 3228.06 feet to the true point of beginning for this description; thence North 11°31'59" West a distance of 118.56 feet; thence North 43°49'51" East a distance of 92.82 feet; thence South 74°27'10" East a distance of 225.13 feet; thence South 73°51'10" East a distance of 95.10 feet to a point on the Westerly right-of-way of a Road known as "Meadow Road"; thence South 16°20'05" West along said right-of-way a distance of 153.05 feet; thence leaving said right-of-way, North 80°27'14" West a distance of 309.93 feet to the point of beginning and terminus of this description.

R (6) SUNRIVER LODGE

PROPERTY DESCRIPTION

EXHIBIT "BB"

0113-1223

A parcel of land containing 5.26 acres, more or less, located in the Northwest 1/4 of Section 5 and the Northeast 1/4 of Section 6, Township 20 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon and being more particularly described as follows:

Commencing at the Northwest corner of said Section 5; thence South 28°18'12" East a distance of 1333.76 feet to the true point of beginning for this description; thence North 80°02'54" West a distance of 134.77 feet; thence South 89°20'04" West a distance of 667.88 feet; thence South 00°39'56" East a distance of 221.26 feet; thence South 73°39'55" East a distance of 400.00 feet; thence North 37°48'06" East a distance of 92.54 feet; thence South 77°58'40" East a distance of 285.35 feet; thence North 33°15'54" East a distance of 180.48 feet; thence North 07°39' 55" West a distance of 155.00 feet to the point of beginning and terminus of this description.

C (1) ADMINISTRATION BUILDINGS

0113-1224

PROPERTY DESCRIPTION

EXHIBIT "AA"

A parcel of land containing 3.70 acres, more or less, located in the Southeast 1/4 Northwest 1/4, Section 5, Township 20 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon and being more particularly described as follows:

Commencing at the Southwest corner of said Section 5; thence North 26° 14'32" East a distance of 3767.92 feet to the true point of beginning for this description, said point lying on the Northerly right-of-way line of a road known as "Abbot Drive" as located in the recorded plat of "Meadow Village"; thence along said right-of-way line the following courses: along the arc of a 160.00 foot radius curve to the left, 129.38 feet, the chord of which bears South 65°18'02" West a distance of 125.87 feet; thence along the arc of a 69.22 foot radius curve to the right, 77.60 feet, the chord of which bears South 74°15'21" West a distance of 73.60 feet; thence North 73°37'35" West a distance of 224.49 feet; thence leaving said right-of-way line and following the Easterly boundary line of a tract known as "Common Area Tennis Courts and Playground Area" the following courses: North 16°20'05" East a distance of 209.67 feet; thence North 81°22'37" East a distance of 166.37 feet; thence leaving said boundary line North 81°22'37" East a distance of 88.31 feet to a point on the Westerly Boundary line of a tract of land known as "Firehouse Building"; thence along said boundary line the following courses: South 10°45'21" East a distance of 53.41 feet; thence South 12°06'01" East a distance of 36.76 feet; thence North 78°44'53" East a distance of 8.23 feet; thence South 12°06'01" East a distance of 35.80 feet; thence North 78°44'53" East a distance of 32.60 feet; thence North 12°06'01" West a distance of 158.29 feet; thence leaving said boundary North 39°10'50" East a distance of 50.11 feet; thence South 59°16'46" East a distance of 83.16 feet; thence North 33°51'22" East a distance of 49.90 feet to a point on the Westerly boundary line of a tract known as "Fairway Condominiums, Tract A"; thence along said boundary line the following courses: South 52°53'23" East a distance of 125.02 feet; thence North 62°21'09" East a distance of 236.13 feet to a point on the Westerly right-of-way line of a road known as "Abbot Drive"; thence along said right-of-way line the following courses: South 26°06'18" West a distance of 217.48 feet; thence along the arc of a 135.00 foot radius curve to the right, 122.38 feet, the chord of which bears South 52°04'26" West a distance of 118.23 feet; thence South 78°02'33" West a distance of 61.78 feet; thence along the arc of a 150.00 foot radius curve to the left, 99.07 feet, the chord of which bears South 59°07'16" West a distance of 97.28 feet; thence South 40°11'59" West a distance of 18.84 feet; thence along the arc of a 160.00 foot radius curve to the left, 37.36 feet, the chord of which bears North 84°50'18" West a distance of 37.28 feet to the point of beginning and terminus of this description.

R (6) SUNRIVER GREAT HALL

PROPERTY DESCRIPTION

EXHIBIT "T"

0113-1225

A tract of land containing 2.85 acres, more or less, located in the Southwest one-quarter of Northwest one-quarter of Section 5, Township 20 South, Range 11 East of the Willamette Meridian, Deschutes County, Oregon and being more partiuclarly described as foilows:

Commencing at the Southwest corner of said Section 5; thence North 03°51'45" East a distance of 2866.50 feet to the true point of beginning for this description; thence North 05°37' 23" West a distance of 497.35 feet; thence North 84°22'36" East a distance of 167.23 feet; thence South 05°37'07" East a distance of 138.84 feet; thence North 84°22'40" East a distance of 78.68 feet; thence South 05°37'06" East a distance of 198.23 feet; thence North 84°22'54" East a distance of 150.05 feet; thence South 57°36'48" West a distance of 72.83 feet; thence South 03°14'14" East a distance of 117.99 feet; thence South 82°41'26" West a distance of 325.80 feet to the point of beginning and terminus of this description.

TOGETHER WITH: An Easement for Roadway purposes containing 0.47 acres, more or less, being described as follows: Commencing at the most Easterly corner of above described tract; thence South 84°22'54" West a distance of 22.93 feet; thence North 09°22'46" East a distance of 83.47 feet; thence North 80°37'14" West a distance of 62.00 feet; thence North 53°54'09" West a distance of 92.54 feet' thence South 84° 22'40" West a distance of 19.76 feet' thence North 05°37'06" West a distance of 40.00 feet; thence North 84°22'40" East a distance of 35.00 feet' thence South 53°54'09" East a distance of 98.28 feet; thence South 80°37'14" East a distance of 309.93 feet to a point on the Westerly right-of-way of Meadow Road; thence South 16°20'05" West along said right-of-way a distance of 40.30 feet; thence leaving said right-of-way North 80°37'14" West a distance of 212.55 feet; thence South 09°22'46" West a distance of 72.75 feet' thence South 84°22'54" West a distance of 18.48 feet to the point of beginning and termius of this description.

R (8) NORTH GOLF COURSE AT SUNRIVER 0113-1226

PROPERTY DESCRIPTION

Three parcels of land containing 159.46 acres more or less located in Sections 20 and 29 of Township 19 South and Range 11 East of the Willamette Meridian in Deschutes County, Oregon, being more particularly described as follows:

84.87 Acres - Holes 1 - 9
Tract "E" FAIRWAY CREST VILLAGE VI
Deschutes County, Oregon

19.95 Acres - Holes 10 - 11

Tract "H" FAIRWAY CREST VILLAGE VI
Deschutes County, Oregon

0113-1227

54.64 Acre Parcel - Holes 12 - 18

Beginning at the northeast corner of Tract A, FAIRWAY POINT VILLAGE I in Deschutes County, Oregon; and running thence along the Easterly boundary of said subdivision as follows; thence North 31°14'00" East 550.00 feet to a 5/8" iron rod; thence North 13°46'30" West 160.00 feet to a 5/8" iron rod; thence North 54°13'19" West 410 feet to a 5/8" iron rod; thence North 24°21'00" West 905.00 feet to a 5/8" iron rod; thence North 65°39'00" East 71.89 feet to a 5/8" iron rod; thence North 12°00'00" West 158.85 feet to a 5/8" iron rod; thence North 36°34'42" East 462.35 feet to a 5/8" iron rod;thence North 48°27'00" East 423.14 feet to a 5/8" iron rod; thence North 37°30'00" East 290.00 feet to a 5/8" iron rod; thence North 84°00'00" East 460.00 feet to a 5/8" iron rod; thence East 400.00 feet to a 5/8" iron rod; thence along the westerly boundary of FAIRWAY POINT VILLAGE II as follows; thence South 66°28'36" East 92.70 feet to a 5/8" iron rod; thence South 45.00 feet to a 5/8" iron rod; thence South 44°00'24" West 122.35 feet to a 5/8" iron rod; thence South 24°18'35" West 636.43 feet to a 5/8" iron rod; thence South 23°00'00" East 222.70 feet to a 5/8" iron rod; thence South 190.79 feet to a 5/8" iron rod; thence South 24°30'20" East 675.02 feet to a 5/8" iron rod; thence South 47°30'00" East 246.73 feet to a 5/8" iron rod; thence South 56°54'32" East 64.00 feet to a 5/8" iron rod; thence along the westerly boundary of FAIRWAY POINT VILLAGE IV as follows; thence South 81°30'00" East 90.47 feet to a 5/8" iron rod; thence South 40°19'49" East 85.02 feet to a 5/8" iron rod; thence South 00°38'00" East 1015.69 feet to a 5/8" iron rod; thence South 09°31'00" West 297.48 feet to a 5/8" iron rod on the North right-of-way of Grey Birch Lane in FAIRWAY CREST VILLAGE VI; thence 126.51 feet along the arc of a 286.34 foot radius curve right (the long chord of which bears North 52°39'24" West 125.48 feet) to a 5/8" iron rod; thence leaving said right-of-way North 04°35'36" West 278.61 feet; thence North 17°24'33" West 618.32 feet; thence North 14°01'42" East 325.25 feet; thence North 52°46'27" West 248.86 feet; thence North 38°43'57" West 615.33 feet; thence North 06°47'20" West 422.97 feet, thence North 07°48'55" East 257.39 feet; thence North 23°19'04" East 315.79 feet; thence North 245.00 feet; thence West 70.00 feet; thence South 77°07'30" West 179.51 feet; thence south 59°02'10" West 291.55 feet; thence South 51°37'57" West 306.11 feet; thence South 34°47'21" West 578.38 feet; thence South 50°42'38" East 284.25 feet; thence South 22°46'57" East 162.69 feet; thence South 61°32'53" West 230.89 feet; thence South 31°14'21" East 356.72 feet; thence South 56°51'52" East 429.91 feet; thence South 25°24'28" East

0113-1238

221.42 feet; thence South 21°19'04" West 220.06 feet; thence South 67°56'56" East 426.18 feet; thence South 18°28'45" East 237.18 feet to a 5/8" iron rod on the North Boundary of Tract A, FAIRWAY CREST VILLAGE VI; thence South 34°58'00" West along said North boundary 633.76 feet to a 5/8" iron rod; thence West 395.20 feet along said North boundary to a 5/8" iron rod, on the North right-of-way of West Core Road; thence 88.34 feet along the arc of a 270.22 foot radius curve left (the long chord of which bears North 80°38'05" West 87.95 feet) to a 5/8" iron rod, thence 85.24 feet along the arc of a 326.69 foot radius curve right (the long chord of which bears North 82°31'30" West 85.00 feet) to a 5/8" iron rod
at the southeast corner of Tract A, FAIRWAY POINT VILLAGE I, thence leaving said right-of-way North 01°43'08" West 524.18 feet to the point of beginning.

March 20, 1985 David K. Bateman LS 1068
David K. Bateman

C (1) ADMINISTRATION BUILDINGS

PROPERTY DESCRIPTION

EXHIBIT "AA"

0113-1229

A parcel of land containing 3.70 acres, more or less, located in the Southeast 1/4 Northwest 1/4, Section 5, Township 20 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon and being more particularly described as follows:

Commencing at the Southwest corner of said Section 5; thence North 26° 14'32" East a distance of 3767.92 feet to the true point of beginning for this description, said point lying on the Northerly right-of-way line of a road known as "Abbot Drive" as located in the recorded plat of "Meadow Village"; thence along said right-of-way line the following courses: along the arc of a 160.00 foot radius curve to the left, 129.36 feet, the chord of which bears South 65°18'02" West a distance of 125.87 feet; thence along the arc of a 69.22 foot radius curve to the right, 77.60 feet, the chord of which bears South 74°15'21" West a distance of 73.60 feet; thence North 73°37'35" West a distance of 224.49 feet; thence leaving said right-of-way line and following the Easterly boundary line of a tract known as "Common Area Tennis Courts and Playground Area" the following courses: North 16°20'05" East a distance of 209.67 feet; thence North 81°22'37" East a distance of 166.37 feet; thence leaving said boundary line North 81°22'37" East a distance of 88.31 feet to a point on the Westerly Boundary line of a tract of land known as "Firehouse Building"; thence along said boundary line the following courses: South 10°45'21" East a distance of 53.41 feet; thence South 12°06'01" East a distance of 36.76 feet; thence North 78°44'53" East a distance of 8.23 feet; thence South 12°06'01" East a distance of 35.80 feet; thence North 78°44'53" East a distance of 32.60 feet; thence North 12°06'01" West a distance of 158.29 feet; thence leaving said boundary North 39°10'50" East a distance of 50.11 feet; thence South 59°16'46" East a distance of 83.16 feet; thence North 33°51'22" East a distance of 49.90 feet to a point on the Westerly boundary line of a tract known as "Fairway Condominiums, Tract A"; thence along said boundary line the following courses: South 52°53'23" East a distance of 125.02 feet; thence North 62°21'09" East a distance of 236.13 feet to a point on the Westerly right-of-way line of a road known as "Abbot Drive"; thence along said right-of-way line the following courses: South 26°06'18" West a distance of 217.48 feet; thence along the arc of a 135.00 foot radius curve to the right, 122.38 feet, the chord of which bears South 52°04'26" West a distance of 118.23 feet; thence South 78°02'33" West a distance of 61.78 feet; thence along the arc of a 150.00 foot radius curve to the left, 99.07 feet, the chord of which bears South 59°07'16" West a distance of 97.28 feet; thence South 40°11'59" West a distance of 18.84 feet; thence along the arc of a 160.00 foot radius curve to the left, 37.36 feet, the chord of which bears North 84°50'18" West a distance of 37.28 feet to the point of beginning and terminus of this description.

SUBJECT TO: A non-exclusive easement for ingress and egress, described as follows: Commencing at the point of beginning for the above said parcel; thence North 12°06'01" West a distance of 47.23 feet to the true point of beginning for this description; thence North 12°06'01" West a distance of 228.29 feet; thence North 39°10'50" East a distance of 50.11 feet; thence South 59°16'46" East a distance of 83.16 feet; thence North 33°51'22" East a distance of 49.90 feet to a point on the Westerly boundary line of a tract known as "Fairway Condominiums, Tract A"; thence along said boundary line the following courses: South 52°53' 23" East a distance of 125.02 feet; thence North 62°21'09" East a distance of 236.13 feet to a point on the Westerly right-of-way line of a road known as "Abbot Drive"; thence along said right-of-way line, South 26°06' 18" West a distance of 160.00 feet; thence leaving said right-of-way line North 63°53'42" West a distance of 30.51 feet; thence South 62°21'09" West a distance of 134.05 feet; thence North 59°09'40" West a distance of 75.85 feet; thence North 35°11'19" West a distance of 59.44 feet; thence South 77°53'59" West a distance of 74.20 feet; thence South 12°06'01" East a distance of 170.00 feet; thence South 77°53'59" West a distance of 40.00 feet to the point of beginning and terminus of this description.

PROPERTY DESCRIPTION

EXHIBIT "Y"

0113-1231

A tract of land containing 153.43 acres lying in the south ½ of Section 32, T19S, R11E, W.M. and the west ½ of Section 5 and the east ½ of Section 6, T 20S, R11E, W.M., all in Deschutes County, Oregon, described as follows;

Commencing at the Northeast corner of Section 5, T20S, R11E, said point marked by a Brass Cap; Thence S 35°48'13" E 35.79 feet to an iron rod said point being an angle point on the east line of a tract of land known as "Leased Scenic Area-- Great Meadow" as declared on December 30, 1971, and recorded in Book 181, Pages 302, 303, 304, 305, and 306, Deschutes County Deed Records:

thence S 60° 17' 43" W Along the east boundary of said tract 615.64 feet;
thence S 07° 01' 02" E 595.57 feet;
thence S 76° 40' 25" W 364.66 feet;
thence N 37° 48' 35" W 330.41 feet;
thence S 38° 20' 46" W 224.48 feet;
thence S 11° 11' 15" W 488.50 feet;
thence S 79° 48' 21" E 779.74 feet;
thence S 05° 52' 05" W 272.07 feet;
thence S 15° 47' 11" W 704.43 feet;
thence S 18° 52' 54" E 255.29 feet;
thence N 58° 06' 36" W 402.41 feet;
thence N 80° 39' 04" W 209.39 feet;
thence S 67° 43' 38" W 447.40 feet;
thence N 87° 43' 37" E 303.57 feet;
thence S 29° 55' 34" W 574.45 feet;
thence S 30° 42' 11" W 384.02 feet;
thence S 06° 24' 46" W 366.89 feet;
thence S 35° 30' 23" E 584.14 feet;
thence S 11° 51' 33" W 297.09 feet;
thence N 80° 41' 57" E 671.42 feet to the northwest corner of a tract of land known as "South West Meadow Village Common" as declared on December 27, 1973, and recorded in Book 201, Pages 964 and 965;
thence N 80° 41' 57" E along the north line of said tract 137.67 feet to the boundary of Meadow Village as staked;
thence northerly along said boundary around a 447.46 foot radius curve left 35.12 feet (long chord bears N 17° 23' 14" E 35.11 feet);
thence N 15° 09' 16" E 189.85 feet;
thence around a 114.30 foot radius curve left 72.13 feet (long chord bears S 87° 06' 28" W 70.95 feet);
thence S 69° 06' 21" W 26.21 feet to the corner of a tract of land known as "Vista Common Tract C" as declared December 27, 1973 and recorded in Book 201, Pages 960 and 961, Deschutes County Deed Records;
thence S 15° 19' 55" W along the boundary of said tract 36.78 feet;
thence N 89° 19' 33" W 199.49 feet;
thence N 29° 00' 28" W 129.98 feet;
thence N 24° 59' 38" E 112.91 feet to the west boundary of Block 20 of the plat of Meadow Village;
thence N 29° 21' 52" W along the west side of said Block 20 146.54 feet;

thence N 38° 42' 31" W 53.10 feet to the southwesterly corner of a tract of land known as "Vista Common Tract A" as declared on December 27, 1973 and recorded in Book 201, Pages 955, 956, and 957, Deschutes County Deed Records;
thence N 64° 00' 58" W along the boundary of said tract 136.13 feet;
thence N 49° 05' 53" W 306.61 feet;
thence N 21° 28' 36" E 270.50 feet;
thence N 35° 13' 30" E 386.29 feet;
thence N 79° 23' 49" E 168.90 feet;
thence S 65° 00' 27" E 142.45 feet;
thence N 86° 52' 39" E 197.28 feet;
thence S 58° 54' 38" E 169.99 feet;
thence S 72° 01' 59" E 154.13 feet;
thence S 36° 00' 38" W 273.51 feet;
thence S 31° 29' 59" W 487.99 feet to the east boundary of Block 20 of the plat of Meadow Village;
thence S 11° 45' 28" W along the boundary of said block 23.26 feet;
thence S 32° 59' 05" W 134.33 feet;
thence S 39° 03' 30" W 100.00 feet;
thence around a 70 foot radius curve to the left 183.26 feet (long chord bears S 35° 53' 55" E 135.22 feet);
thence N 69° 06' 19" E 44.35 feet;
thence N 70° 57' 32" E 11.38 feet to the southwesterly corner of a tract of land known as "Vista Common Tract 13" as declared on December 27, 1973 and recorded in Book 201, Pages 958 and 959, Deschutes County Deed Records;
thence N 11° 20' 00" E along the west line of said tract 21.76 feet;
thence N 24° 04' 48" E 116.27 feet;
thence N 58° 07' 58" E 104.86 feet;
thence N 35° 38' 09" E 179.65 feet to the westerly corner of the plat of Meadow Village 1st Addition;
thence N 35° 14' 32" E along the westerly boundary of said plat 426.42 feet;
thence S 63° 26' 06" E 626.10 feet;
thence S 08° 26' 32" W 48.90 feet to the north right of way of a 60 foot road shown on the plat of Meadow Village and now known as Meadow Road;
thence easterly along the north right of way of said road around a 746.20 foot radius curve right 103.20 feet (long chord bears S 77° 35' 42" E 103.12 feet);
thence S 73° 38' 00" E 530.86 feet to the west right of way of a 60 foot road as shown on the Revised Plat of lots 8,9, and 10, Block 22, Meadow Village now known as Fairway Lane;
thence N 16° 21' 11" E along the west right of way of said road 159.77 feet;
thence around a 95.46 foot radius curve left (125 feet by plat) 66.42 feet (long chord bears N 03° 35' 34" W 65.09 feet) to the south line of Block 22, Meadow Village;
thence N 74° 08' 42" W along the south line of said block 450.01 feet;
thence N 70° 15' 23" W 670.00 feet;
thence N 01° 43' 07" E 115.00 feet;
thence N 65° 07' 57" E 110.00 feet;

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thence S 85° 38' 49" E 210.00 feet;
thence S 89° 46' 37" E 200.00 feet;
thence S 17° 51' 04" E 60.00 feet;
thence S 85° 38' 49" E 140.00 feet;
thence N 54° 08' 24" E 519.06 feet to the southwest corner of a tract of land known as "Block 22, Meadow Village Common" as declared on December 27, 1973 and recorded in Book 201, Pages 953 and 954, Deschutes County Deed Records;
thence N 41° 05' 43" E along the westerly boundary of said tract 169.91 feet;
thence N 43° 09' 11" E 172.34 feet;
thence S 87° 55' 05" E 34.94 feet;
thence S 24° 28' 57" W 265.39 feet;
thence S 23° 01' 24" W 211.18 feet;
thence S 15° 18' 40" W 273.64 feet;
thence S 15° 59' 54" W 234.54 feet to the easterly right of way of a 60 foot road as shown on the Revised Plat of Lots 8,9, and 10, Block 22, Meadow Village, said road is now known as Fairway Lane;
thence southerly along the easterly right of way of said road around a 290 foot radius curve left 35.07 feet (long chord bears S 20° 10' 07" E 35.05 feet);
thence around a 155.46 foot radius curve right 108.53 feet (long chord bears S 03° 38' 49" E 106.34 feet);
thence S 16° 21' 11" W 159.78 feet to the north side of a 60 foot road as shown on the plat of Meadow Village and now known as Meadow Road;
thence S 73° 38' 00" E along the north right of way of said road 145.06 feet to the southwest corner of the portion of the plat of Meadow Village forming the boundary of said plat lying along the west side of Blocks 9 and 10 of said plat;
thence N 17° 35' 16" E along the said portion of the boundary of Meadow Village 1153.28 feet;
thence N 40° 51' 40" E 185.26 feet to the southeast corner of a tract of land known as "Common Area at Meadow Road and Fairway #7" as declared on December 30, 1971 and recorded in Book 181, Page 293, Deschutes County Deed Records;
thence N 31° 38' 46" W along the southerly boundary of said tract 87.70 feet;
thence N 72° 47' 23" W 172.48 feet;
thence leaving said tract S 89° 58' 36" W 123.00 feet;
thence S 53° 23' 27" W 356.47 feet to an angle point in the boundary of a tract of land known as "Common Area of Pool and Core Area" as declared on December 30, 1971 and recorded in Book 181, Pages 297 and 298 of the Deschutes County Deed Records;
thence S 55° 48' 08" W along said boundary 298.72 feet;
thence N 48° 13' 20" W 30.67 feet;
thence N 39° 33' 02" E 115.90 feet;
thence N 18° 23' 36" E 83.51 feet;
thence N 25° 51' 01" W 90.86 feet;
thence N 03° 48' 20" W 326.94 feet;
thence N 43° 42' 14" E 137.96 feet;
thence N 00° 16' 40" W 295.42 feet;
thence N 20° 54' 38" W 541.97 feet;

thence N [illegible] 24' 05" E 163.46 feet to the south line of the Lodge Property as described in Book 165, Page [illegible] 1234 Deschutes County Book of Mortgages;
thence N 73° 39' 55" W along the south line of said property 255.60 feet;
thence N 00° 39' 56" W 221.26 feet;
thence N 89° 20' 04" E 128.41 feet to an angle point in a tract of land known as "Common area between Lodge and Fairway #10" as declared on December 30, 1971 and recorded in Book 181, Pages 286 and 287, Deschutes County Deed Records;
thence N 39° 31' 53" W along the westerly line of said tract 80.59 feet;
thence N 50° 28' 07" E 545.27 feet to an angle point on the boundary of the Lodge Condominiums;
thence N 56° 05' 04" E along the boundary of said Lodge Condominiums 319.83 feet;
thence N 69° 50' 04" E 387.91 feet;
thence N 74° 44' 13" E 386.57 feet to the most northerly boundary point of a tract of land known as "Common Area-Tennis Courts and Playground Area" as declared on December 30, 1971 and recorded in Book 181, Pages 288, 289, and 290, Deschutes County Deed Records;
thence S 14° 23' 14" E along the boundary of said tract 612.24 feet;
thence S 10° 42' 16" E 574.95 feet;
thence S 31° 04' 23" E 106.50 feet;
thence leaving said tract and going N 52° 01' 06" E 222.56 feet;
thence N 38° 18' 43" E 108.07 feet;
thence N 50° 20' 06" E 129.40 feet;
thence N 35° 47' 39" E 313.81 feet;
thence N 33° 38' 29" E 64.63 feet;
thence S 56° 21' 31" E 104.64 feet to the westerly right of way of a 60 foot road known as Abbot Drive as shown on the plat of Fairway Island;
thence northerly along the west right of way of said road around a 215 foot radius curve right 101.36 feet (long chord bears N 33° 24' 41" E 100.42 feet);
thence N 43° 05' 16" W 107.08 feet;
thence N 33° 47' 30" E 275.06 feet;
thence N 26° 31' 05" E 206.10 feet;
thence N 18° 43' 35" E 191.07 feet;
thence N 01° 18' 28" E 148.12 feet to the south side of a 60 foot road as shown on the plat of Fairway Island, now known as Island Road;
thence N 81° 30' 41" W along the south side of said road 216.67 feet to the east boundary of the plat of Fairway Island;
thence S 01° 09' 28" W along the boundary of said plat 102.58 feet;
thence S 12° 11' 10" W 138.28 feet;
thence S 29° 35' 19" W 190.39 feet;
thence S 30° 08' 19" W 183.34 feet;
thence S 25° 51' 12" W 208.41 feet;
thence S 35° 01' 15" W 122.41 feet;
thence S 36° 59' 45" W 290.64 feet;
thence N 89° 50' 19" W 102.88 feet;

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thence N 56° 42" W 1056.12 feet to the south boundary of Meadow House West I and II Condominiums;
thence S 86° 08' 45" W along the south boundary of said condominiums 314.58 feet to the southeast corner of a tract of land known as "Common Area Between Fairways 10 and 17" as declared on December 30, 1971 and recorded in Book 181, Pages 282 and 283, Deschutes County Deed Records;
thence S 78° 10' 11" W along the south line of said tract 560.33 feet;
thence N 22° 07' 29" W 71.68 feet;
thence N 60° 45' 50" E 427.15 feet to an angle point on the boundary of said Meadow Houses West I and II Condominiums;
thence N 57° 34' 48" E along the west line of said condominiums 192.16 feet;
thence N 36° 47' 37" E 133.45 feet to the southwest corner of Meadow Houses North Phase I and II Condominiums;
thence N 25° 46' 16" E along the westerly boundary of said condominiums 395.95 feet;
thence N 24° 51' 47" E 511.40 feet;
thence N 77° 14' 34" E 164.70 feet;
thence S 61° 29' 43" E 156.46 feet to the most northerly point on the boundary of the plat of Fairway Island;
thence S 59° 57' 49" E along the northerly boundary of Fairway Island 672.31 feet;
thence S 02° 17' 59" W 325.35 feet;
thence S 00° 20' 34" E 240.00 feet;
thence S 34° 09' 56" W 97.08 feet;
thence S 13° 40' 34" W 34.17 feet to the north side of a 60 foot road as shown on the plat of Fairway Island and now known as Island Road;
thence S 21° 30' 41" E along the north side of said road 208.36 feet;
thence N 31° 59' 56" E 123.18 feet to a 5/8" rod marking the $\frac{1}{4}$ corner between Section 32, T19S, R11E, and Section 5, T20S, R11E, W.M.;
thence N 14° 39' 15" W 137.54 feet;
thence N 01° 42' 43" E 174.48 feet;
thence N 02° 26' 32" E 284.89 feet;
thence N 32° 52' 43" E 154.94 feet to the south right of way of a 60 foot road known as Abbot Drive as shown on the plat of Overlook Park;
thence westerly along the south right of way of said road around a 370 foot radius curve left 117.82 feet (long chord bears N 63° 45' 52" W 117.32 feet);
thence N 72° 53' 11" W 226.23 feet;
thence around a 255.00 foot radius curve right 230.17 feet (long chord bears N 47° 01' 40" W 222.43 feet);
thence N 21° 10' 14" W 429.93 feet;
thence leaving said Abbot Drive S 28° 19' 21" W 53.68 feet to the east line of Meadow Houses North 3 and 4 Condominiums;
thence continuing S 28° 19' 21" W along the east line of said condominiums 241.84 feet;
thence N 58° 33' 31" W 238.94 feet;
thence S 37° 41' 29" W 163.69 feet;
thence N 63° 00' 30" W 119.23 feet;
thence S 38° 25' 59" W 101.64 feet to an angle point in a tract of land known as "Meadow Houses Common" as declared on December 27, 1972, and recorded in Book 201, Pages 945, 946, and 947, Deschutes County Deed Records;

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thence S 4[illegible] 47' 13" W along the east line of said tract 90.93 feet;
thence S 30° 39' 16" W 519.59 feet to an angle point in the tract of land known as "Leased Scenic Area - Great Meadow" as declared on December 30, 1971 and recorded in Book 181, Pages 302, 303, 304, 305, and 306, Deschutes County Deed Records;
thence S 29° 35' 05" W along the east side of said tract 365.09 feet;
thence S 36° 09' 00" W 211.77 feet;
thence S 39° 47' 00" W 160.77 feet;
thence S 60° 12' 42" W 248.80 feet;
thence S 61° 52' 50" W 80.02 feet;
thence S 83° 40' 16" W 526.24 feet to the point of beginning.

ALSO including a tract of land containing 19.21 acres lying in the south half of Section 32, T19S, R11E, W.M., Deschutes County, Oregon, described as follows;
Commencing at the South ¼ corner of Section 32; thence N 19° 36'38" W 1075.96 feet to the point of beginning, said point being a common point on the boundary of the plat of Overlook Park and the north right of way of a 60 foot road known as Abbot Drive and also being the point of beginning of the excepted part of the plat of Overlook Park;

thence N 34° 47' 33" E along the boundary of Overlook Park 322.29 feet;
thence N 21° 52' 50" E 203.16 feet;
thence N 46° 50' 53" E 687.37 feet;
thence leaving the boundary of Overlook Park and going N 66° 51' 43" E 161.91 feet;
thence N 83° 31' 01" E 44.28 feet;
thence S 42° 34' 50" E 50.25 feet;
thence S 05° 52' 39" E 68.36 feet;
thence S 33° 04' 27" E 67.24 feet to an angle point in the boundary of Pole House I Condominiums;
thence S 35° 01' 24" E along the boundary of said condominiums 180.17 feet to the northwest corner of Mountain View Lodge Condominiums;
thence S 37° 08' 11" W 1145.17 feet to the north right of way of Abbot Drive;
thence westerly along the north right of way of said road around a 430 foot radius curve left 113.73 feet (long chord bears N 65° 18' 39" W 113.40 feet);
thence N 72° 53' 11" W 226.23 feet;
thence around a 195 foot radius curve right 176.01 feet (long chord bears N 47° 01' 39" W 170.09 feet) to the point of beginning.

Excepting there from a tract of land known as "Common Area between Fairways 14 & 15" as declared on December 30, 1971, and recorded in Book 181, Pages 284 and 285, Deschutes County Deed Records.

SERVICE STATION

PROPERTY DESCRIPTION

0113-1237

EXHIBIT "CC"

A tract of land located in the Northeast Quarter of Section 5, Township 20 South, Range 11 East, W.M., more particularly described as follows:

Beginning at a point on a private way which is South 2156.42 feet and West 2259.08 feet from the Northeast corner of said Section 5; thence South 10 17' 46" West 11.45 feet; thence around a 32.97-foot radius curve right 42.33 feet, chord bears South 47 04' 49" West 39.48 feet; thence around a 275.91-foot radius curve left 65.41 feet, chord bears South 77 04' 22" West 65.26 feet; thence around a 168.66-foot radius curve right 166.62 feet, chord bears North 81 24' 59" West 159.93 feet; thence North 18 47' 55" East 120.45 feet; thence South 71 12' 05" East 228.09 feet; thence around a 448.77-foot radius curve right 11.72 feet, chord bears South 09 47' 49" West 11.72 feet to the point of beginning.

CORPORATION YARD 0113-1238

PROPERTY DESCRIPTION

EXHIBIT "W"

A tract of land containing 9.36 acres, more or less, located in the Northwest one-quarter of Section 32, Township 19 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon and being more particularly described as follows:

Commencing at the Southeast corner of said Section 32; thence North 51°28'13" West a distance of 4552.36 feet to the true point of beginning for this description, said point lying on the Westerly right-of-way line of a Road known as "Abbott Drive"; thence North 39°00'45" West a distance of 85.17 feet; thence North 69°57'48" West a distance of 294.64 feet; thence North 74°58'07" West a distance of 397.80 feet; thence North 15°31' 29" East a distance of 348.92 feet; thence North 89°26'57" East a distance of 39.74 feet; thence North 58°17'59" East a distance of 87.56 feet; thence North 46°01'56" East a distance of 63.47 feet; thence North 25°22'29" East a distance of 64.00 feet; thence South 72°07'30" East a distance of 158.80 feet; thence South 70° 53'48" East a distance of 226.76 feet; thence South 29°01'16" East a distance of 112.66 feet; thence South 14°39'43" East a distance of 55.47 feet; thence North 86°46'01" East a distance of 56.02 feet; thence South 72°56'58" East a distance of 84.75 feet; thence South 70°17'28" East a distance of 127.74 feet to a point on the Westerly right-of-way line of said "Abbott Drive"; thence along said right-of-way line the following courses: South 04°39'08" West a distance of 36.41 feet; thence along the arc of a 145.00 foot radius curve to the right 86.66 feet, the chord of which bears South 21°36'28" West a distance of 85.38 feet; thence South 38°43'49" West a distance of 294.51 feet; thence along the arc of a 240.00 foot radius curve to the left 79.81 feet, the chord of which bears South 29°12'14" West a distance of 79.44 feet to the point of beginning and terminus of this description.

R (3) PORT ROCK PARK

PROPERTY DESCRIPTION

0113-1239

EXHIBIT "F"

A parcel of land containing 5.58 acres, more or less, located in the Northeast one-quarter of Section 32, Township 19 South, Range 11 East, Willamette Meridian Deschutes County, Oregon and being more particularly described as follows:

Commencing at the Northeast corner of said Section 32; thence South 83°16'24" West a distance of 433.51 feet to the true point of beginning for this description; thence South 27°59' 03" East a distance of 343.56 feet; thence South 78°53'58" West a distance of 176.91 feet; thence South 07°59'07" East a distance of 81.91 feet; thence South 81°54'16" West a distance of 207.26 feet; thence North 08°17'11" West a distance of 136.60 feet; thence South 89°11'22" West a distance of 381.07 feet; thence South 57°12'33" West a distance of 237.15 feet; thence North 32°47'27" West a distance of 125.28 feet; thence North 42°29'50" East a distance of 143.60 feet; thence North 67°36'17" East a distance of 412.08 feet; thence North 78°49'53" East a distance of 403.77 feet to the point of beginning and terminus for this description.

R (4) NORTH CORE AREA

PROPERTY DESCRIPTION

0113-1240

Tract "A" FAIRWAY CREST VILLAGE VI, Deschutes County, Oregon, contains 13.28 acres more or less.

EXHIBIT B-2

2.	Sunriver Country Mall Developed: (Commercial Property)	3 votes

SUNRIVER COUNTRY MALL DEVELOPED

PROPERTY DESCRIPTION 0113-1242

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

Commencing at the northeast corner of said Section 5; thence South 57°39'25" West a distance of 2705.75 feet to the true point of beginning for this description; said point lying on the westerly line of Lot 2 in the recorded plat of SUNRIVER COUNTRY MALL; thence South a distance of 78.18 feet; thence 70.51 feet along the arc of a 114.32 foot radius curve to the right (the long chord of which bears South 17°40'19" West a distance of 69.39 feet); thence South 18°13'05" West along the East line of Lot 3 a distance of 374.68 feet to the easterly Southeast corner of Lot 3 in said plat; thence along the boundary of said Lot 3 North 71°52'34" West a distance of 124.64 feet; thence leaving said boundary line South 38°30'00" West a distance of 78.04 feet; thence along the arc of a 210.74 foot radius curve to the left, 174.71 feet, the chord of which bears South 14°45'00" West a distance of 169.75 feet; thence South 09°00'00" East a distance of 13.30 feet to a point on the Southerly boundary line of said plat and also the boundary line of the "Abbot House Condominiums"; thence following along said boundary line the following courses: North 40°11'10" West a distance of 4.03 feet; thence South 65°12'44" West a distance of 81.80 feet; thence North 84°58'42" West a distance of 56.05 feet; thence North 48°39'07" West a distance of 105.87 feet; thence North 85°33'56" West a distance of 85.45 feet; thence North 56°57'59" West a distance of 76.24 feet; thence North 24°24'53" East a distance of 113.89 feet; thence North 16°20'10" East a distance of 164.12 feet; thence South 73°39'50" East a distance of 150.00 feet; thence North 16°20'10" East a distance of 315.00 feet; thence North 73°39'50" West a distance of 150.00 feet; thence South 16°20'10" West a distance of 115.00 feet; thence North 73°39'50" West a distance of 196.95 feet; thence North 23°39'30" East a distance of 57.81 feet; thence North 08°15'10" East a distance of 347.30 feet to a point on the easterly right-of-way line of a road known as Abbott Drive as located in the recorded plat of FAIRWAY ISLAND; thence 124.36 feet along the arc of a 155.00 foot radius curve to the right, (the long chord of which bears North 35°00'55" East a distance of 121.05 feet); thence leaving said right of way line North 89°51'00" East a distance of 56.20 feet; thence North 76°13'13" East a distance of 109.01 feet; thence North 46°44'18" East a distance of 192.58 feet; thence South 35°12'17" East a distance of 158.87 feet; thence South 68°32'09" East 347.07 feet; thence South 61°31'04" East 102.91 feet; thence 62.49 feet along the arc of a 370.21 foot radius curve left (the long chord of which bears North 23°38'56" East 62.42 feet) to a 5/8 " Iron Rod on the Westerly right-of-way of Beaver Drive as shown in said SUNRIVER COUNTRY MALL Plat; thence 182.62 feet along said westerly right-of-way along the arc of a 565.30 foot radius curve right (the long chord of which bears South 17°37'48" West 181.83 feet) to a 5/8" Iron Rod at the northeast corner of said Lot 2; thence North 80°42'24" West

95.26 feet along the North line of said Lot 2; thence 69.32 feet along the arc of a 40.00 foot radius curve left (the long chord of which bears South 49°38'48" West 60.96 feet) to the place of beginning.

0113-1243

Excepting therefrom the following described tract of land recorded as Parcel 2 in Book of Records, Volume 87, Page 685, Deschutes County.

Parcel 2. Beginning at a 5/8" Iron Rod at the Southwest corner of Lot 2, SUNRIVER COUNTRY MALL, a subdivision of record in Section 5, Township 20 South, Range 11, East W.M., Deschutes County, Oregon; thence North 77°44'54" West, on the Westerly extension of the South line of said Lot 2, 25.14 feet; thence on the arc of a 380.00 foot radius curve to the left, 65.80 feet, the chord bears North 18°25'39" East, 65.72 feet; thence North 13°28' East, 71.99 feet; thence on the arc of a 108.00 foot radius curve to the right, 77.44 feet, the chord bears North 34°00'30" East, 75.79 feet; thence North 54°33' East, 47.33 feet; thence South 73°06' East, 17.15 feet; thence South 55°20'30" East, 64.70 feet; thence South 32°50' East, 5.50 feet to a point on the East line of Lot 1, SUNRIVER COUNTRY MALL; thence South 26°53'06" West, on the East line of said Lot 1, 4.00 feet to the Northeast corner of said Lot 2; thence on the boundary said Lot 2, North 80°28'33" West, 94.95 feet; thence on the arc of a 40.00 foot radius curve to the left, 69.49 feet, the chord bears South 49°44'59" West, 61.08 feet to a 5/8" Iron Rod; thence South 00°01'29" East, 78.20 feet to a 5/8" Iron Rod; thence on the arc of a 114.02 foot radius curve to the right, 71.07 feet, the chord bears South 17°49'48" West, 69.92 feet to a 5/8" Iron Rod; thence South 18°03'02" West, 9.98 feet to the point of beginning.

SUBJECT to easements, covenants and restrictions of record.

SUBJECT to Trust Deed executed by 2 Country Mall, Inc., as grantor to Commercial Title Company as trustee for Douglas National Bank, beneficiary, dated February 28, 1984, recorded in Book 46, page 187 of Deschutes County Records, securing Promissory Note of $530,000 which grantees assume and agree to pay.

TOGETHER with all of landlord's interest in existing leases on subject property which grantor hereby assign to grantee.

EXHIBIT B-3

3. Sunriver Country Mall Undeveloped: 1 vote
(Commercial Property)

SUNRIVER COUNTRY MALL UNDEVELOPED 0113-1245

PROPERTY DESCRIPTION

Beginning at a 2" Iron Pipe at the northeast corner of Lot 4 SUNRIVER COUNTRY MALL in Deschutes County, Oregon; and running thence South 74°34'28" East along the North line of said Lot a distance of 482.32 feet to a 5/8" Iron Rod on the westerly right-of-way of Theatre Drive; thence 85.72 feet along said right-of-way along the arc of a 150.00 foot radius curve left (the long chord of which bears South 37°08'38" East 84.56 feet) to a 5/8" Iron Rod; thence South 53°30'54" East 36.74 feet to a 5/8" Iron Rod at the intersection of the right-of-way of Theatre Drive and Beaver Drive; thence South 30°30'13" West 79.94 feet along the westerly right-of-way of Beaver Drive to a 5/8" Iron Rod; thence 166.10 feet along the arc of a 430.06 foot radius curve left (the long chord of which bears South 19°26'22" West 165.07 feet) to a 5/8" Iron Rod; thence South 08°22'30" West 648.51 feet to a 5/8" Iron Rod; thence leaving the westerly right-of-way of Beaver Drive as recorded in the Plat of SUNRIVER COUNTRY MALL, 62.49 feet along the arc of 370.21 foot radius curve right (the long chord of which bears South 23°38'56" West 62.42 feet); thence north 61°31'04"North West 102.91 feet; thence North 68°32'09" West 347.07 feet; thence North 35°12'17" West 158.87 feet to a 5/8" Iron Rod on the West line of said Lot 4; thence North 36°40'00" East 196.63 feet to a 5/8" Iron Rod; thence North 18°31'43" East 199.01 feet to a 5/8" Iron Rod; thence North 03°54'47" East 140.00 feet to a 5/8" Iron Rod; thence North 40°09'08" West 98.31 feet to a 5/8" Iron Rod on the easterly right-of-way of Abbott Drive; thence North 07°26'53" East along said right-of-way 139.56 feet to a 5/8" Iron Rod; thence North 15°42'18" East 75.00 feet to the place of beginning. Containing 10.4 acres more or less.

March 29, 1985 David K. Bateman LS 1068

David K. Bateman

EXHIBIT B-4

4. 2 Country Mall: 1 vote

(Commercial Property)

0113-1247

2 COUNTRY MALL

PROPERTY DESCRIPTION

EXHIBIT "A"

VOL. 87 PAGE 685

Parcel 1

Lot Two (2) of SUNRIVER COUNTRY MALL, Deschutes County, Oregon.

Parcel 2

Beginning at a 5/8" iron rod at the Southwest corner of Lot 2, SUNRIVER COUNTRY MALL, a subdivision of record in Section 5, T. 20 S., R. 11, E.W.M., Deschutes County, Oregon; thence North 77°44'54" West, on the Westerly extension of the South line of said Lot 2, 25.14 feet; thence on the arc of a 380.00 foot radius curve to the left, 65.80 feet, the chord bears North 18°15'39" East, 65.72 feet; thence North 13°28' East, 71.99 feet; thence on the arc of a 108.00 foot radius curve to the right, 77.44 feet, the chord bears North 34°00'30" East, 75.78 feet; thence North 54°33' East, 47.33 feet; thence South 73°05' East, 17.15 feet; thence South 35°20'50" East, 64.70 feet; thence South 32°50' East, 5.50 feet to a point on the East line of Lot 1, SUNRIVER COUNTRY MALL; thence South 26°53'05" West, on the East line of said Lot 1, 4.00 feet to the Northeast corner of said Lot 2; thence on the boundary said Lot 2, North 80°28'33" West, 94.95 feet; thence on the arc of a 40.00 foot radius curve to the left, 69.49 feet, the chord bears South 49°44'59" West, 61.08 feet to a 5/8" iron rod; thence South 00°01'29" East, 78.20 feet to a 5/8" iron rod; thence on the arc of a 114.02 foot radius curve to the right, 71.07 feet, the chord bears South 17°49'48" West, 69.92 feet to a 5/8" iron rod; thence South 18°03'02" West, 9.98 feet to the point of beginning.

SUBJECT TO easements, covenants and restrictions of record.

SUBJECT TO Trust Deed executed by 2 Country Mall, Inc., as grantor to Commercial Title Company as trustee for Douglas National Bank, beneficiary, dated February 28, 1984, recorded in Book 66, page 187 of Deschutes County records, securing Promissory Note of $530,000.00 which grantees assume and agree to pay.

TOGETHER with all of landlord's interest in existing leases on subject property which grantor hereby assigns to grantee.

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY,

1985 JAN 17 AM 9 46

MARY SUE PENHOLLOW
COUNTY CLERK

BY: Phyllis Kerbel DEPUTY

NO. 85-689

DESCHUTES COUNTY OFFICIAL RECORDS

EXHIBIT B-5

5.	Sunriver Utility Co. (Commercial Property)	1 vote

SEWAGE TREATMENT PLANT 0113-1249

PROPERTY DESCRIPTION

A parcel of land containing 5.65 acres, more or less, located in the Southeast 1/4 Northwest 1/4 of Section 29, Township 19 South, Range 11 East, of the Willamette Meridian, Deschutes County, Oregon and being more particularly described as follows:

Commencing at the Northwest corner of said Section 29; thence South 41°34'54" East a distance of 2361.09 feet to the true point of beginning for this description, said point lying on the Easterly right-of-way of a road known as "West Cascade Road"; thence South 80°00'00" East a distance of 553.62 feet; thence South 44°26'31" East a distance of 87.52 feet; thence South 08° 48'38" West a distance of 151.12 feet t a point on the Northerly boundary line of the recorded plat of "Fairway Crest Village II"; thence along said boundary line the following courses: South 68°21'28" West a distance of 91.29 feet; thence South 57°25'09" West a distance of 200.56 feet; thence South 31°15'49" West a distance of 98.27 feet; thence North 84°28'21" West a distance of 318.39 feet to a point on said Easterly right-of-way of said "West Cascade Road"; thence along said right-of-way the following courses: North 03°54'47" East a distance of 408.35 feet; thence along the arc of an 1150.00 foot radius curve to the right. 96.16 feet, the chord of which bears North 06°19'07" East a distance of 96.13 feet to the point of beginning and terminus for this description.

0113-1259

EXHIBIT B-6

6. Trout House: 1 vote

(Commercial Property)

TROUT HOUSE

PROPERTY DESCRIPTION

EXHIBIT "J"

0113-1251

A parcel of land containing 0.36 acres, more or less, located in the Southwest 1/4 Northeast 1/4 of Section 31, Township 19 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon and being more particularly described as follows:

Commencing at the N.E. corner of said Section 31; thence South 50°50'32" West a distance of 3038.78 feet to the true point of this description; thence North 67°48'37" West a distance of 120.00 feet; thence North 22°11'23" East a distance of 120.00 feet; thence South 77°58'13" East a distance of 121.91 feet; thence South 22°11'23" East a distance of 141.51 feet to the point of beginning and terminus of this description.

Together with: An easement for ingress and egress being further described as follows: a portion of said easement being 40.00 feet in width, lying 20.00 feet on each side of the following described centerline: Commencing at the point of beginning for the above said parcel; thence North 67°48'37" West a distance of 99.77 feet to the point of beginning for this easement; thence South 30°54'18" West a distance of 297.64 feet to a point where said easement becomes 60.00 feet in width, lying 30.00 feet on each side of the following described centerline: South 33°44'30" East a distance of 232.30 feet; thence on the arc of a 670.00 foot radius curve to the left, 421.37 feet, the long chord of which bears South 51°45'31" East a distance of 414.46 feet; thence South 69°46' 31" East a distance of 413.07 feet to a point on the Northerly right-of-way line of a road known as "River Road" as platted in the recorded plat of "Skypark" said point being the terminus of this easement and located South 32°48'34" West a distance of 3247.05 feet from the Northeast corner of said Section 31.

EXHIBIT B-7

7. Chrome Pony: 1 vote

(also referred to as "Mall Developed (Parmeter)") (Commercial Property)

0113-1253

CHROME PONY

PROPERTY DESCRIPTION

QUIT CLAIM DEED

THE GRANTOR, R. Richard Schwindt, for and in consideration of Love and Affection, conveys and quite claims to Greg R. Schwindt and Jenifer Schwindt, as tenants in common with right of survivorship, the following described real estate, situated in the county of Deschutes, State of Oregon together with all after acquired title of the grantor therein:

A tract of land located in a portion of Lot 1, Sun River County Mall, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a point on the Easterly right-of-way of Abbot Drive, said point being the most Westerly Boundary Corner of said lot 1, thence South 73° 39' 58" East along the Southerly boundary line of said lot 1 a distance of 229.83 feet; thence North 16° 20' 10" East 117.70 feet; thence North 73° 39' 50" West 210.95 feet to the aforementioned right-of-way line; thence along said right-of-way line on an arc of a 265.00 foot radius curve to the right 26.92 feet; the cord of which bears South 23° 11' 46" West 26.91 feet; thence South 26° 06' 18" West along said right-of-way 92.32 feet to the point of beginning.

Dated this 25th day of ~~March~~ April

R. Richard Schwindt, Grantor

STATE OF OREGON)
) ss.
County of MULTNOMAH)

On this day personally appeared before me R. Richard Schwindt to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25 day of April, 1984.

Patricia Ann Aba
Notary Public in and for the State of Oregon, residing at Portland.

My Commission Expires Oct 3, 1987

Greg Schwindt
P.O. Box 7512
Sunriver Or. 97702

EXHIBIT B-8

8. Racquet Club: 1 vote

(Resort Property)

0113-1255

R (7) RACQUET CLUB AT TENNIS VILLAGE

PROPERTY DESCRIPTION

A parcel of land containing 0.91 acres more or less in the northwest 1/4 of Section 5 in Township 20 South, Range 11 East of the Willamette Meridian in Deschutes County, Oregon, being more particularly described as follows:

Commencing at the Initial Point of TENNIS VILLAGE TOWNHOUSES Stage III, which is a 2" iron pipe in said section, and running thence South 58°31'36" East along the boundary of said plat a distance of 95.72 feet to a 5/8" Iron Rod, thence South 21°51'10" East along the boundary of said plat 103.43 feet to a 5/8" Iron Rod and the place of beginning; thence along the southerly boundary of said TENNIS VILLAGE TOWNHOUSES Stage III as follows: thence North 29°15'40", East 80.81 feet to a 5/8" Iron Rod; thence North 53°17'50" East 102.90 feet to a 5/8" Iron Rod; thence North 88°12'36" East 64.03 feet to a 5/8" Iron Rod; thence South 40°10'10" East 100.77 feet to a 5/8" Iron Rod; thence along the westerly boundary of TENNIS VILLAGE TOWNHOUSES, Stage IV as follows; thence South 22°04'04" West 39.92 feet to a 5/8" Iron Rod; thence South 41°31'40" West 152.44 feet to a 5/8" Iron Rod; thence South 75°09'47", West 62.00 feet to a 5/8" Iron Rod; thence North 47°27'24" West 107.23 feet along the boundary of TENNIS VILLAGE TOWNHOUSES, Stage II to a 5/8" Iron Rod; thence North 06°05'19" East 37.71 feet to the place of beginning.

March 20, 1985 David K. Bateman LS 1068

David K. Bateman

EXHIBIT B-9

9.	C(2) Tract "A" Deer Park I: (also referred to as "Commercial (Audia)) (Commercial Property)	1 vote

0113-1257

C (2) TRACT "A" DEER PARK I

PROPERTY DESCRIPTION

A tract of land containing 2.48 acres, more or less, located in the Northeast one quarter of the Southwest one quarter, Section 28, T. 19S., R.11E., W.M., Deschutes County, Oregon and being further described as follows:

Commencing at the Northwest corner of said Section 28; Thence South 00°52'26" West a distance of 2648.33 feet to the West 1/4 corner of said section 28; Thence South 77°32'09" East a distance of 2004.08 feet to the true point of beginning for this description, said point lying on the northerly right-of-way line of a road known as "Cottonwood Road" as located in the recorded plat of "Deer Park I"; Thence North 29°00'00" East a distance of 390.00 feet; Thence South 61°00'00" East a distance of 254.72 feet; Thence South 28°06'28" West a distance of 459.60 feet to a point on the above said right-of-way line; Thence along said right-of- way line, along the arc of a 1050.00 foot radius curve to the left, 271.72 feet, the chord of which bears North 46°07'40" West a distance of 270.96 feet to the point of beginning and terminus of this description.

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

1986 JAN -3 AM 9:13

MARY SUE PENHOLLOW
COUNTY CLERK

BY. _____ DEPUTY

NO. 86-00091 FEE 40.-

DESCHUTES COUNTY OFFICIAL RECORDS

463 - 2303

97-35480

After Recording Return To:
J. David Bennett, P.C.
3500 Wells Fargo Tower
1300 SW Fifth Avenue, Ste. 3500
Portland, Oregon 97201

AMENDMENT TO CONSOLIDATED PLAN OF SUNRIVER

The undersigned members of the Board of Directors of Sunriver Owners Association hereby certify under penalty of perjury that these amendments to the Consolidated Plan set forth herein were duly adopted with the written consent of not less than sixty percent (60%) of the votes cast by written ballot directed to all owners.

Section 7.05 is hereby amended in its entirety as follows:

Section 7.05 Default in Payment of Maintenance Assessments, Special Assessments, Charges and Fines. Each maintenance assessment, special assessment, fine, or charge levied or imposed pursuant to the Consolidated Plan of Sunriver or any Sunriver Declaration, together with interest thereon at a rate set by the Administrator from the date the assessment, fine or charge became due until the date of payment, shall be a separate, distinct and personal debt and obligation of the owner or resident of Sunriver against whom the maintenance assessment, special assessment, fine or charge is levied or imposed or from whom the amount is due. If an owner fails to pay any such assessment, charge or fine or any installment thereof when due, the owner shall be in default and shall be subject to a late payment charge in an amount to be set by the Administrator. The Administrator shall be entitled to collect from any defaulting owner, all attorneys' fees and costs incurred by the Administrator in attempting to collect the delinquent balance due, whether or not suit or action is initiated. The amount of the delinquent assessments, charge or fine, together with interest, costs and attorneys' fees (whether or not suit or action is initiated) shall become a lien upon the unit or units owned by the person from whom the assessment, charge or fine is due, upon the filing of a notice of lien by the Administrator of Sunriver or its designee in the deed records of Deschutes County, Oregon, which notice shall set forth the amount due, a description of the property against which the lien is imposed and the provisions under which the lien is claimed. Any such lien shall not take effect until notice thereof has been so filed. Accordingly, such lien shall be subordinate to the lien of any mortgage upon the property which is accepted in good faith and for value and which was recorded prior to the filing of the notice of lien. Any proceeding to foreclose any such lien shall be brought by the Administrator at any time within six years following the date of such filing and foreclosure shall occur in a manner provided for foreclosure of a mortgage under the laws of the State of Oregon. Once a notice of lien is filed, it shall secure all future unpaid assessments and other charges by the Association against such property or its owner until all amounts secured by the lien have been fully paid.

An action to recover a money judgment for unpaid maintenance assessments, special assessments, fines, charges, late fees, interest or attorneys' fees may be maintained without foreclosing or waiving the lien securing the claim therefor. A money judgment once obtained shall not merge into the lien, however, recovery on the action operates to satisfy the lien, or portion thereof, for which recovery is made. In the event that the Administrator shall bring any suit or action to foreclose the lien as provided herein, or to collect any money due it without waiving or foreclosing the lien, the Administrator shall be entitled to its attorneys' fees and costs as provided in Section 11.03.

Section 9.05 has been added as follows:

9.05 Board of Directors Act as Administrator. The Board of Directors of the Owners Association shall be the Administrator and shall perform all the duties, have the responsibilities and possess the authority to carry out the business affairs of the Owners Association and the provisions in the Consolidated Plan, not otherwise reserved in or assigned to the owners.

SUNRIVER OWNERS ASSOCIATION

By: Thomas C Gunn

By: Charles F Bailey

By: Leland T Smith

By: Jean Richardson

By: Gail Mitchell

(ACKNOWLEDGEMENTS ON FOLLOWING PAGES)

STATE OF OREGON)
) ss.
County of Deschutes)

Sept 12, 1997

Personally appeared before me the above-named Thomas C Hearn, who, being duly sworn, did say that he is a member of the Board of Directors of Sunriver Owners Association, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

OFFICIAL SEAL
CHERYL SMRIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 044826
MY COMMISSION EXPIRES ON JUNE 13, 1999

Cheryl Smrin
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

Sept. 12, 1997

Personally appeared before me the above-named Charles S. Bailey, who, being duly sworn, did say that he is a member of the Board of Directors of Sunriver Owners Association, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

OFFICIAL SEAL
CHERYL SMRIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 044826
MY COMMISSION EXPIRES ON JUNE 13, 1999

Cheryl Smrin
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

Sept. 12, 1997

Personally appeared before me the above-named Leland F. Smith, who, being duly sworn, did say that he is a member of the Board of Directors of Sunriver Owners Association, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Cheryl Smrin
Notary Public for Oregon

OFFICIAL SEAL
CHERYL SMRIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 044826
MY COMMISSION EXPIRES ON JUNE 13, 1999

(ACKNOWLEDGEMENTS CONTINUED ON FOLLOWING PAGE)

STATE OF OREGON)
) ss.
County of Deschutes)

Sept 12, 1997

Personally appeared before me the above-named Joan Richardson, who, being duly sworn, did say that she is a member of the Board of Directors of Sunriver Owners Association, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and she acknowledged said instrument to be its voluntary act and deed.

OFFICIAL SEAL
CHERYL SIMRIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 044825
MY COMMISSION EXPIRES ON JUNE 13, 1999

Cheryl Simrin
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

Sept 12, 1997

Personally appeared before me the above-named Gail Mitchell, who, being duly sworn, did say that she is a member of the Board of Directors of Sunriver Owners Association, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and she acknowledged said instrument to be its voluntary act and deed.

OFFICIAL SEAL
CHERYL SIMRIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 044825
MY COMMISSION EXPIRES ON JUNE 13, 1999

Cheryl Simrin
Notary Public for Oregon

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

97 SEP 29 AM 9:40

MARY SUE PENHOLLOW
COUNTY CLERK

BY: [signature] DEPUTY

NO. 97-35480 FEE

DESCHUTES COUNTY OFFICIAL RECORDS

97-42414

469 • 2232

After Recording Return To:
J. David Bennett, P.C.
3500 Wells Fargo Tower
1300 SW Fifth Avenue, Ste. 3500
Portland, Oregon 97201

AMENDMENT TO CONSOLIDATED PLAN OF SUNRIVER

The undersigned members of the Board of Directors of Sunriver Owners Association hereby certify under penalty of perjury that these amendments to the Consolidated Plan set forth herein were duly adopted with the written consent of not less than sixty percent (60%) of the votes cast by written ballot directed to all owners.

Section 5b. is hereby amended in its entirety as follows:

Section 5.b The entire consolidated area may be used for only one single family dwelling or residence.

Section 5.d has been amended in its entirety as follows:

Section 5.d Areas which have been consolidated may be partitioned to their original configuration when the following conditions are met: (i) partitioned lots shall conform to the original property lines of those lots; (ii) any structure shall comply with all provisions of the Deschutes County Building Code and Sunriver Owners Association Design Standards that are in effect on the date of partitioning; and (iii) assessment for each lot resulting from such partition shall be paid at the current assessment level and shall include a payment of back assessments for each lot from the date of consolidation to the date of partition plus simple interest at 9 percent per annum.

SUNRIVER OWNERS ASSOCIATION

By: Thomas C Gunn

By: Leland L Smith

By: Clyde F Bailey

By: Lyn J O'Nyack

By: Jean Richardson

STATE OF OREGON)
) ss.
County of Deschutes) November 8, 1997

Personally appeared before me the above-named Thomas C. Gunn, who, being duly sworn, did say that he is a member of the Board of Directors of Sunriver Owners Association, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and el acknowledged said instrument to be its voluntary

OFFICIAL SEAL
CHERYL SMIRIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 044625
MY COMMISSION EXPIRES ON JUNE 13, 1999

Cheryl Smirin
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes) November 8, 1997

Personally appeared before me the above-named Leland F. Smith, who, being duly sworn, did say that he is a member of the Board of Directors of Sunriver Owners Association, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and el acknowledged said instrument to be its voluntary act and deed.

OFFICIAL SEAL
CHERYL SMIRIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 044625
MY COMMISSION EXPIRES ON JUNE 13, 1999

Cheryl Smirin
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes) November 8, 1997

Personally appeared before me the above-named Charles S. Bailey, who, being duly sworn, did say that he is a member of the Board of Directors of Sunriver Owners Association, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and el acknowledged said instrument to be its voluntary act and deed.

OFFICIAL SEAL
CHERYL SMIRIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 044625
MY COMMISSION EXPIRES ON JUNE 13, 1999

Cheryl Smirin
Notary Public for Oregon

(ACKNOWLEDGEMENTS CONTINUED ON FOLLOWING PAGE)

STATE OF OREGON)
) ss.
County of Deschutes)

November 8, 1997

Personally appeared before me the above-named Lori J. O. Moock, who, being duly sworn, did say that she is a member of the Board of Directors of Sunriver Owners Association, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and she acknowledged said instrument to be its voluntary act and deed.

OFFICIAL SEAL
CHERYL SIMPIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 044625
MY COMMISSION EXPIRES ON JUNE 13, 1998

Cheryl Simpin
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

November 8, 1997

Personally appeared before me the above-named Jean Richardson, who, being duly sworn, did say that she is a member of the Board of Directors of Sunriver Owners Association, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and she acknowledged said instrument to be its voluntary act and deed.

OFFICIAL SEAL
CHERYL SIMPIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 044625
MY COMMISSION EXPIRES ON JUNE 13, 1998

Cheryl Simpin
Notary Public for Oregon

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

97 NOV 14 AM 10: 26

MARY SUE PENHOLLOW
COUNTY CLERK

BY: _____ DEPUTY

NO. 97-42414 FEE 15

DESCHUTES COUNTY OFFICIAL RECORDS

IF

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2001-50677

$56.00

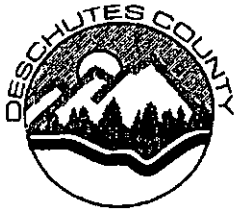
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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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Sunriver Owners Association
PO Box 3278
Sunriver, OR 97707

AMENDMENT TO DECLARATION

SUNRIVER OWNERS ASSOCIATION ("SROA") hereby amends its Declaration, dated effective January 1, 1986 and recorded in the Deed of Records of Deschutes County, Oregon at Volume 0113, Page 1158 and following (the "Consolidated Plan"), as follows:

1. **Defined Terms.** Except as otherwise expressly defined herein, terms used in this Amendment to Declaration (this "Amendment") shall have the respective meanings assigned to such terms in the Consolidated Plan.

2. **Amendment to Section 7.08.** Section 7.08 is hereby amended by adding the following text as a new paragraph (c) to such section:

> "c. The reserve account may also be used to acquire or construct new facilities that have a useful life in excess of 30 years if such expenditures are approved by a 60% majority of votes cast by written ballot directed to all owners."

3. **First Amendment to Section 3.04.** The second full paragraph of Section 3.04 is hereby amended by inserting the following text immediately after the word "Sunriver" in such paragraph:

> "or to a village association subject to the Consolidated Plan of Sunriver"

4. **Second Amendment to Section 3.04.** The first full paragraph of Section 3.04 is hereby amended by deleting the seventh sentence of such section in its entirety and substituting the following text in place thereof:

> "The Administrator of Sunriver may dedicate common areas for owners' park purposes. The Administrator shall have the authority, acting in its sole discretion, to take all steps reasonably necessary to grant governmental entities or utilities an easement over any common areas for purposes of constructing, improving or widening existing roads, installing new utilities or improving existing utilities within Sunriver; provided, however, that in exercising such discretion, the Administrator shall be required to act in the collective best interest of the members of SROA."

5. **Creation of New Section 3.13.** The Consolidated Plan is hereby amended by inserting the following text as a new Section 3.13:

> **"3.13 Correction of Siting/Surveyor Errors.**
>
> a. **General.** Notwithstanding any other provision of the Consolidated Plan, upon discovering that improvements located on a unit encroach on a common area located adjacent to such unit (such encroaching area being referred to herein as the "Occupied Area"), the Administrator shall have the authority to take the actions set forth in subsection (b) to vest title in the Occupied Area in the owner of such unit; provided, however, that the Administrator shall only be able to take such actions following a finding

by the Administrator that the requirements of subsections (b) and (c) have been satisfied. For purposes of this Section 3.13, an "improvement" shall mean a manmade structure only and shall not include landscaping.

b. Corrective Action. In order to correct a situation of the type specified in subsection (a), the Administrator shall have the authority to convey the Occupied Area to the unit owner who owns the encroaching improvements; provided, that in exchange for such conveyance, SROA shall receive a portion of the owner's unit substantially equal in size or value to the Occupied Area. The location and configuration of the portion of the unit conveyed by the unit owner to SROA shall be subject to the approval of the Administrator in its sole discretion. If the Administrator determines, in its sole discretion, that the location or use of the Occupied Area or the configuration of the owner's unit makes it physically impractical to enter into a land exchange of the type contemplated by the preceding sentence, the Administrator shall have the authority to sell the Occupied Area to such unit owner for an amount in cash equal to the fair market value of such Occupied Area. The fair market value shall be determined by a certified appraiser selected by the Administrator. All costs of the corrective action shall be borne by the unit owner and paid in cash at closing of the exchange or sale.

c. Requirements for Corrective Action. The Administrator shall only be entitled to take action of the type set forth in subsection (b) upon a finding by the Administrator that either: (1) SROA could be subject to a valid claim of adverse possession or prescriptive easement for the Occupied Area; or (2) that each prong of the following test is met: (i) such action would be in the collective best interest of the members of SROA; (ii) the encroachment was caused by a previous owner; (iii) the cost of moving the encroaching improvement is prohibitive; (iv) the owner has used and maintained the Occupied Area in a manner consistent with the use and maintenance of the owner's own unit. In addition, the Administrator shall only take part in such conveyance following approval of a lot-line adjustment by the appropriate governmental entity. The decision as to whether each prong of the aforementioned test has been satisfied shall be made by the Administrator, in its sole discretion."

6. **Creation of New Section 8.11.** The Consolidated Plan is hereby amended by inserting the following text as a new Section 8.11:

"**8.11 Owner Alteration of Common Areas.** Notwithstanding any other provision of the Consolidated Plan, the Design Review Committee, acting in its sole discretion, shall have the authority to approve a unit owner's plan to restore or alter common areas; provided, however, that the owner's plan shall be limited to restoring or enhancing the native appearance using natural and indigenous plants and materials."

7. **Ratification of Consolidated Plan.** Except as expressly amended hereby, all terms, covenants and conditions of the Consolidated Plan shall remain in full force and effect, and the members of SROA do expressly ratify and confirm the Consolidated Plan as amended hereby. This First Amendment shall have no effect on any existing rights or claims of any members of SROA under the Consolidated Plan except to the extent of the specific amendments to the Consolidated Plan effected hereby. All future references to the Consolidated Plan shall be deemed to refer to the Consolidated Plan as amended hereby.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of SROA, hereby certify under penalty of perjury that, by affirmative vote of more than 60% of its members, the Sunriver Owners Association has adopted the foregoing amendment. Executed this 12 day of October, 2001.

REX HENTON, Director

STEPHEN HAMILTON, Director

SHIRLEY MILDES, Director

ERSELLE EADE, Director

PENNY BENNINGTON, Director

DAVE THOMAS, Director

KIP ANDERSON, Director

MIKE BRANNAN, Director

DAVE SETZER, Director

STATE OF OREGON)
) ss.
County of Deschutes)

OFFICIAL SEAL
REBECCA L SYLVESTER
NOTARY PUBLIC-OREGON
COMMISSION NO. 326856
MY COMMISSION EXPIRES SEPT. 6, 2003

The foregoing instrument was acknowledged before me this 17 day of September, 2001, by **REX HENTON**.

Rebecca L Sylvester
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

OFFICIAL SEAL
REBECCA L SYLVESTER
NOTARY PUBLIC-OREGON
COMMISSION NO. 326856
MY COMMISSION EXPIRES SEPT. 6, 2003

The foregoing instrument was acknowledged before me this 19 day of September, 2001, by **STEPHEN HAMILTON**.

Rebecca L Sylvester
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

OFFICIAL SEAL
REBECCA L SYLVESTER
NOTARY PUBLIC-OREGON
COMMISSION NO. 326856
MY COMMISSION EXPIRES SEPT. 6, 2003

The foregoing instrument was acknowledged before me this 17 day of September, 2001, by **SHIRLEY MILDES**.

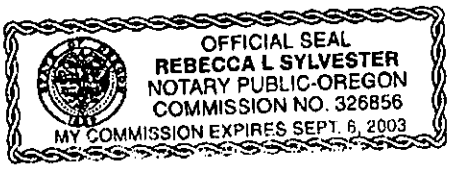
Rebecca L Sylvester
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

OFFICIAL SEAL
REBECCA L SYLVESTER
NOTARY PUBLIC-OREGON
COMMISSION NO. 326856
MY COMMISSION EXPIRES SEPT. 6, 2003

The foregoing instrument was acknowledged before me this 12 day of October, 2001, by **ERSELLE EADE**.

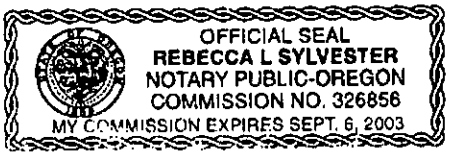
Rebecca L Sylvester
Notary public for Oregon



STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 18 day of September 2001, by **PENNY BENNINGTON.**

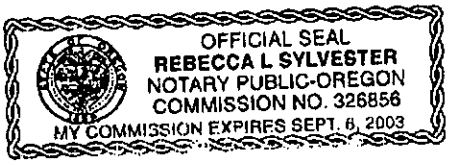
Rebecca L Sylvester
Notary public for Oregon



STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 17 day of September, 2001, by **DAVE THOMAS.**

Rebecca L Sylvester
Notary public for Oregon



STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 18 day of September, 2001, by **KIP ANDERSON.**

Rebecca L Sylvester
Notary public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

OFFICIAL SEAL
REBECCA L SYLVESTER
NOTARY PUBLIC-OREGON
COMMISSION NO. 326856
MY COMMISSION EXPIRES SEPT. 6, 2003

The foregoing instrument was acknowledged before me this 19 day of September, 2001, by **MIKE BRANNAN**.

Rebecca L Sylvester
Notary public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

OFFICIAL SEAL
REBECCA L SYLVESTER
NOTARY PUBLIC-OREGON
COMMISSION NO. 326856
MY COMMISSION EXPIRES SEPT. 6, 2003

The foregoing instrument was acknowledged before me this 17 day of September, 2001, by **DAVE SETZER**.

Rebecca L Sylvester
Notary public for Oregon

IG

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

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Sunriver Owners Association
PO Box 3278
Sunriver, OR 97707

AMENDMENT TO DECLARATION

SUNRIVER OWNERS ASSOCIATION ("SROA") hereby amends its Declaration, dated effective January 1, 1986 and recorded in the Deed of Records of Deschutes County, Oregon at Volume 0113, Page 1158 and following, as amended (the "Consolidated Plan"), as follows:

1. **Defined Terms.** Except as otherwise expressly defined herein, terms used in this Amendment to Declaration (this "Amendment") shall have the respective meanings assigned to such terms in the Consolidated Plan.

2. **Amendment to Foreward.** The Consolidated Plan is hereby amended by revoking the final paragraph of the Foreward and amending and restating such final paragraph in its entirety as follows:

   "Funds for the maintenance of the common areas, private ways, leased scenic areas and community property recreational and service areas are provided through payment by each property owner of his share of the monies needed for the maintenance of such areas. The community's administration is similarly funded on a pro rata basis. The community's fire prevention and protection, security, law enforcement, emergency medical and ambulance services are provided by the Sunriver Service District and funded through an ad valorem tax base."

3. **Amendment to Section 7.04.** Section 7.04 of the Consolidated Plan is hereby amended by revoking paragraph (c) thereof and amending and restating it in its entirety as follows:

   "c. Payment of the cost of providing utility and/or public services as may be required to be provided from time to time and are not otherwise available through public entities or leased public utilities."

4. **Amendment to Section 7.08.** Section 7.08 is hereby amended by adding the following text as a new paragraph (d) to such section:

   "d. The Board of Directors shall have the authority to make a one-time transfer of $200,000 from the replacement reserve account currently allocated for use by the Sunriver Owners Association's fire and police departments to the Sunriver Service District formed pursuant to ORS 198.705 et. seq. to provide fire, emergency medical, security and police services to the community of Sunriver."

5. **Ratification of Consolidated Plan.** Except as expressly amended hereby, all terms, covenants and conditions of the Consolidated Plan shall remain in full force and effect, and the members of SROA do expressly ratify and confirm the Consolidated Plan as amended hereby. This Amendment shall have no effect on any existing rights or claims of any members of SROA under the Consolidated Plan except to the extent of the specific amendments to the Consolidated Plan effected hereby. All future references to the Consolidated Plan shall be deemed to refer to the Consolidated Plan as amended hereby.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of SROA, hereby certify under penalty of perjury that, by affirmative vote of more than 60% of its members, the Sunriver Owners Association has adopted the foregoing amendment. Executed this 13 day of SEPTEMBER, 2003.

JOHN H. SALZER, Director

PAMELA BEEZLEY, Director

ERSELLE EADE, Director

D. JAMES WILSON, Director

C. REXFORD HENTON, Director

STEPHEN S. HAMILTON, Director

FRANK J. BROCKER, Director

TERRY GLENN, Director

JAMES L. MEYERS, Director

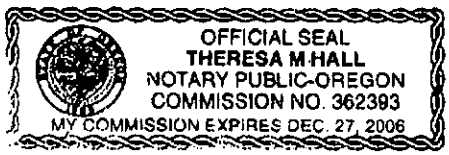
OFFICIAL SEAL
THERESA M HALL
NOTARY PUBLIC-OREGON
COMMISSION NO. 362393
MY COMMISSION EXPIRES DEC. 27, 2006

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 13th day of SEPTEMBER, 2003, by **JOHN H. SALZER**.

Theresa M. Hall
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)



The foregoing instrument was acknowledged before me this 13th day of SEPTEMBER, 2003, by **PAMELA BEEZLEY**.

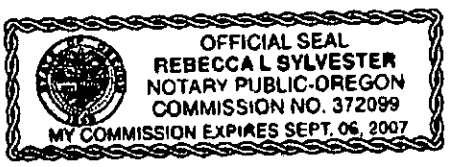
Theresa M. Hall
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)



The foregoing instrument was acknowledged before me this 13th day of SEPTEMBER, 2003, by **ERSELLE EADE**.

Theresa M. Hall
Notary Public for Oregon

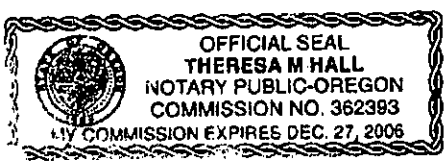


STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 19 day of September, 2003, by **D. JAMES WILSON**.

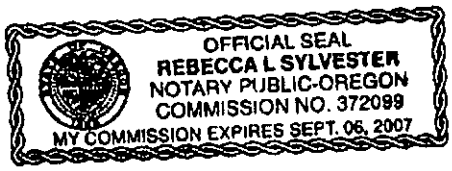
Rebecca L Sylvester
Notary public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)



The foregoing instrument was acknowledged before me this 13th day of SEPTEMBER, 2003, by **C. REXFORD HENTON**.

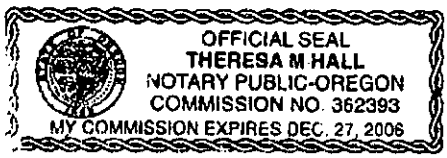
Theresa M. Hall
Notary public for Oregon



STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 15 day of September 2003, by **STEPHEN S. HAMILTON**.

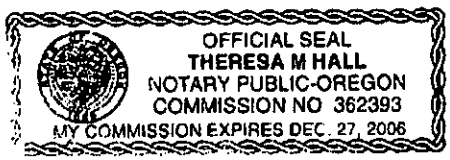
Rebecca L Sylvester
Notary public for Oregon



STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 13th day of SEPTEMBER, 2003, by **FRANK J. BROCKER**.

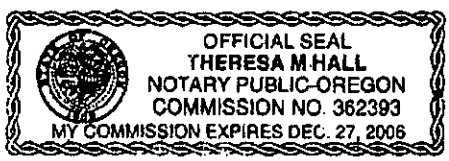
Theresa M. Hall
Notary public for Oregon



STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 13th day of SEPTEMBER, 2003, by **TERRY GLENN**.

Theresa M. Hall
Notary public for Oregon



STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 13th day of SEPTEMBER, 2003, by **JAMES L. MEYERS**.

Theresa M. Hall
Notary public for Oregon

5148 VOL 180 PAGE 34

SUNRIVER DECLARATION ESTABLISHING MOUNTAIN VILLAGE AND MOUNTAIN VILLAGE WEST I AND ANNEXING MOUNTAIN VILLAGE WEST I TO MOUNTAIN VILLAGE

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OF

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SUNRIVER DECLARATION ESTABLISHING MOUNTAIN VILLAGE AND MOUNTAIN VILLAGE WEST I AND ANNEXING MOUNTAIN VILLAGE WEST I TO MOUNTAIN VILLAGE

and subjecting property therein to certain covenants, restrictions, assessments, fines and penalties.

By instrument dated June 20, 1968 and recorded on June 20, 1968 in Volume 159 of the Records of Deeds of Deschutes County, Oregon, at Page 198 SUNRIVER PROPERTIES, INC., an Oregon corporation, "the Developer," has established the Plan of Sunriver.

The Plan of Sunriver contemplates that Developer will organize within Sunriver a number of residential areas, each of which will consist of a separate "village." Each village is to have its own development plan and own restrictions as to the use of private areas within the village. Villages previously established within Sunriver include Sunriver Lodge and Meadow Village.

Developer has determined upon a development plan for an additional village within Sunriver to be known as "Mountain Village." The plan contemplates that Mountain Village will be a community with diverse types of dwelling arrangements. Homes within Mountain Village will be attractive either for permanent residence or for recreational use. Owners of homes within Mountain Village will have available common areas for their use along with residents of Sunriver as set forth in the Plan of Sunriver. Some residents shall have the exclusive use of limited common areas within Mountain Village, but such residents shall bear the cost of maintaining such limited common areas.

Developer proposes to establish and maintain a high standard for the improvement of private areas within Mountain Village to the end that property within Mountain Village will

have a maximum value for those who acquire it and will not deteriorate in value.

Developer plans to subject to the Plan of Sunriver the areas which will eventually constitute all of Mountain Village in several stages. On the 28th day of October, 1971, Developer filed a plat entitled "Mountain Village West I," which plat is recorded in Volume 11 of the Records of Plats of Deschutes County, Oregon, at Page 9. The area described on such plat represents the initial area to be developed as part of Mountain Village and is an area in which homes will be single family houses on individual lots.

Developer now wishes to establish Mountain Village as a village within the meaning of the Plan of Sunriver, to subject the property described on the Plat of Mountain Village West I to the Plan of Sunriver, to annex Mountain Village West I to Mountain Village, and to make provision for the conditions upon which private areas and limited common areas within Mountain Village West I may be used.

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

Section 1

DEFINITIONS

When used herein the terms referred to below shall have the following meanings:

1.1 Incorporation By Reference. Each of the terms defined in Section 1 of the Plan of Sunriver shall have the meanings set forth in such Section 1.

1.2 "Improvement" shall mean every building or structure of any kind, fence, wall, driveway, sewage facilities or other product of construction if it is on or in respect of land.

1.3 "Mountain Village" shall mean Mountain Village West I and all other areas which may be annexed to Mountain Village by virtue of a Sunriver declaration.

1.4 "Mountain Village West I" shall mean the area described on the plat of Mountain Village West I.

1.5 "Plan of Sunriver" shall mean the instrument dated June 20, 1968 and recorded on June 20, 1968 in Volume 159 of the Records of Deeds of Deschutes County, Oregon, at Page 198.

1.6 "Plat of Mountain Village West I" shall mean the plat entitled "Mountain Village West I" recorded on the 28th day of October, 1971 in Volume 11 of Plats of Deschutes County, Oregon, at Page 9.

1.7 "Sunriver Declaration Establishing Mountain Village" shall mean this instrument.

Section 2

ESTABLISHMENT OF MOUNTAIN VILLAGE

2.1 Plan of Sunriver - Pursuant to Section 2.1 of the Plan of Sunriver, Developer hereby declares as follows:

(a) Mountain Village shall constitute a "village" within the meaning of Section 1.22 of the Plan of Sunriver.

(b) All property within Mountain Village shall be subject to and entitled to the benefits of all of the terms, benefits, covenants, conditions and restrictions contained in the Plan of Sunriver. Among other things, each unit owner shall enjoy the easements set forth in Sections 4.3 and 4.4 thereof, will be required to pay the maintenance assessments for which provision is made in Section 7 thereof, will be subject to the fines and penalties for which provision is made in Section 11 and property owned by them will be subject to liens as provided in Section 11.

2.2 Limited Common Areas - Pursuant to Section 4.1 of the Plan of Sunriver, Developer hereby creates an additional land classification within Mountain Village to be known as "limited common areas," and which shall have the following characteristics:

(a) "Limited common area" shall mean any area which is designated as such in a subdivision plat of Mountain Village or in any Sunriver declaration annexing property to Mountain Village.

(b) The Administrator of Sunriver will hold and retain title to limited common areas, subject to the rights of residents to use such areas as hereinafter provided.

(c) Limited common areas shall be subject to an exclusive easement of use by the residents of Sunriver to whose units such areas pertain. The plat or declaration designating each limited common area shall indicate the units to which the area pertains and the manner in which the area may be used. Each resident of Sunriver having the right to use limited common areas may permit his guests to use such areas for the same purpose and the same manner as the residents. The easement and rights herein granted shall be appurtenant to and assignable with the units to which each limited common area pertains, but shall not otherwise be assignable.

(d) Limited common areas shall be maintained by the Administrator of Sunriver. The cost of such maintenance and the cost of any ad valorem taxes and assessments against such areas shall be borne equally by the unit owners to whose units each such area applies. The Administrator of Sunriver shall either (i) add such proportionate costs to the regular maintenance assessment of each such unit owner, or (ii) separately assess such proportionate costs to such unit owners, in which

event such amount shall be payable within 30 days of assessment.

(e) The Administrator of Sunriver may adopt, amend and repeal rules and regulations governing the use of limited common areas, which rules and regulations may be made a part of the Sunriver Rules and Regulations. Sections 11.1(a) and 11.4 through 11.11 of the Plan of Sunriver shall apply to such rules and regulations, the limitations provided herein on the use of limited common areas, fines imposed for violation of such rules and provisions, and the payment of the assessments described in Section 2.2(d) above.

2.3 Annexation to Mountain Village - Developer may from time to time annex to Mountain Village any real property within Sunriver. The annexation shall be accomplished by Developer's stating in the Sunriver declaration pursuant to which any such area is subjected to the Plan of Sunriver that such area is to be a part of Mountain Village. In any such declaration Developer shall state the extent to which such additional area shall be subject to the covenants and restrictions herein set forth and shall set forth any additional covenants and restrictions applicable to such additional area.

2.4 Future Division of Private Ways Maintenance - Developer will not be charged for any part of the cost of maintaining private ways within Mountain Village until it has sold 80 percent of the units within Mountain Village. However, commencing with the calender year following the first calendar year in which 80 percent of the units within Mountain Village have been sold by Developer, Developer will pay to the Administrator of Sunriver a portion of the moneys expended by the Administrator for the maintenance of private ways within Mountain Village. Such portion shall be the total amount expended by the Administrator for the

maintenance of private ways within Mountain Village for such year multiplied by a fraction in which the numerator is the sum of the number of full months during which the Developer owned each unit within Mountain Village during such year and the denominator is the total number of units within Mountain Village multiplied by 12. To illustrate the calculation of the numerator of the fraction, if Developer owned one unit within Mountain Village for six months during a particular year and owned two units for the entire year the numerator would be 30. Developer will pay to the Administrator its portion of the cost of maintaining private ways during a particular calendar year within 90 days after the close of the calendar year.

Section 3

SUBJECTION OF MOUNTAIN VILLAGE WEST I TO PLAN OF SUNRIVER AND ANNEXATION TO MOUNTAIN VILLAGE

3.1 Plan of Sunriver - Pursuant to Section 2.1 of the Plan of Sunriver, Developer does hereby declare that Mountain Village West I shall be subject to the Plan of Sunriver on the following terms and conditions:

(a) Each lot shown on the Plat of Mountain Village West I shall constitute a private area for purposes of the Plan of Sunriver. Each such lot shall constitute a "unit" within the meaning of Section 1.20 of the Plan of Sunriver. The owner of each lot shall be a "unit owner" within the meaning of Section 1.21 of the Plan of Sunriver.

(b) Areas designated as "common areas" shall be common areas for all purposes of the Plan of Sunriver.

(c) Areas designated as "private ways" shall be private ways for all purposes of the Plan of Sunriver.

(d) There are no limited common areas within Mountain Village West I.

3.2 Annexation to Mountain Village - Developer hereby declares that Mountain Village West I shall be a part of Mountain Village and is hereby annexed to Mountain Village.

Section 4

DECLARATION AS TO RESTRICTIONS ON USE OF PRIVATE AREAS AND LIMITED COMMON AREAS WITHIN MOUNTAIN VILLAGE WEST I

4.1 Declaration of Restrictions - All private areas and limited common areas, if any, within Mountain Village West I are held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions made in this instrument and in the Plan of Sunriver.

4.2 Use and Occupancy of Private Areas - Each unit owner within Mountain Village West I shall be entitled to the exclusive use and benefit of each unit owned by him, except as otherwise expressly provided herein and in the Plan of Sunriver.

4.3 Provisions Affecting Construction and Alteration of Improvements in Private Areas - No person shall construct or reconstruct any improvement, or alter or refinish the exterior of any improvement on any unit, make any excavation or fill on a unit, make any change in the natural or existing surface drainage of a unit or install a utility line, outside antenna or other outside wire on a unit unless such person has first obtained the consent thereto of the Design Committee.

4.4 General Provisions for and Restrictions on Use of Private Areas -

(a) Maintenance. The grounds of and improvements on each unit shall be maintained in a clean and attractive condition in good repair and in such fashion as not to create a fire hazard.

(b) Residential Use. No buildings other than a single family dwelling unit, a garage for private use and a

guest house or servants' quarters may be constructed on any unit. Any guest house or servants' quarters may be used only by the immediate family or servants of the unit owner or the lessee of a unit and by his guests. No unit shall be occupied by more than one family, its servants and guests.

(c) Temporary Structures. Temporary structures which have been approved by the Design Committee shall be permitted on a unit during the period of construction of a dwelling house. However, any such temporary structure shall be removed within 30 days after completion of the dwelling house or within one year after the date upon which the temporary structure was erected, whichever period first expires.

(d) Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, oil tanks, clothes lines and other service facilities shall be screened from view from neighboring units and common areas in a manner approved by the Design Committee.

(e) Signs. No sign shall be placed or kept on any unit other than signs stating the name of the occupant, the address of the unit, and any name given by the unit owner to the unit, except that in the event that the unit owner wishes to advertise his unit for sale or lease he may do so provided that he shall use for the purpose a sign provided by or approved by the Administrator of Sunriver. Limitation on a judicious basis of the number of "For Sale" signs appearing at one time in an area will assist in preserving values if a number of units should come on the market at one time. Therefore, the Administrator of Sunriver shall have the right to limit on an equitable basis the number of "For Sale" signs which may appear in an area of Mountain Village at any one time.

(f) View. In some cases it will be important that unit owners restrict the height of improvements on their units and the height of vegetation and trees growing thereon to the end that the view of other unit owners shall be preserved to the greatest extent possible. Limitation as to the height of improvements will be accomplished through the provisions contained in Section 4.3. The Design Committee shall have the responsibility for determining what trees or other vegetation on a unit unreasonably interfere with the view of other unit owners. In any case in which the Design Committee shall determine that there is such interference it shall send a notice in writing to the unit owner on whose unit the offending trees or vegetation are located, which notice shall set forth the extent to which trees or vegetation shall be pruned or removed. If within 30 days of receipt of such notice the unit owner of the unit to which notice has been addressed has not caused the trees or other vegetation to be pruned or removed to the extent required by the Design Committee, the Administrator of Sunriver at its expense may do such work, provided that the Administrator of Sunriver, if it desires, may charge the cost of such work to the unit owner who has requested the pruning or removal of such trees or other vegetation.

(g) Offensive Activities. No offensive activity shall be carried on in any unit nor shall anything be done or placed upon any unit which interferes with or jeopardizes the enjoyment of other units or common areas within Mountain Village.

4.5 Uses Prohibited Without Design Committee Consent - Unless the consent of the Design Committee has first been obtained none of the following shall be done on any unit or any limited common area:

(a) No trailer, truck camper, boat or boat trailer shall be parked or kept thereon except on a temporary basis,

at a place where it will be visible from any other unit or from any common area.

(b) No exterior lighting or noise-making devices shall be installed or maintained.

(c) No trees, shrubs or other vegetation shall be removed and no trees, shrubs or other vegetation shall be planted thereon.

4.6 Uses Prohibited Without the Consent of the Administrator - Except with the consent of the Administrator of Sunriver, no unit or limited common area, if any, in Mountain Village West I shall be used in any of the following ways:

(a) No trailer, truck camper, boat or boat trailer shall be placed or kept thereon for temporary periods of time so as to be visible from any other unit or from common areas.

(b) No domestic animals of any kind shall be raised, kept or permitted other than a reasonable number of household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance to other units.

(c) No commercial activities of any kind shall be carried on.

(d) No exterior fires shall be permitted other than barbeque or trash disposal fires contained within receptacles therefor.

(e) No person shall reside thereon until construction of the main residence thereon has been substantially completed, except as provided in Section 4.4(c).

(f) The Administrator may make rules and regulations of general applicability governing the extent to which any of the foregoing shall be permitted which shall become a part of the Sunriver Rules and Regulations.

Section 5

DESIGN COMMITTEE CONSENT

In all cases in which Design Committee consent is required hereunder the following provisions together with the provisions contained in the Plan of Sunriver shall apply:

5.1 Major Construction - In the case of initial or substantial additional construction of a dwelling the unit owner shall first give the Design Committee notice of his intentions and obtain from the Design Committee any site studies it has made of the unit owner's parcel. Thereafter the unit owner shall proceed to prepare and submit to the Design Committee such plans and specifications for the proposed work as the Committee may require. Material required by the Committee may include, but not necessarily be limited to, the following:

(a) A plot plan including contours, location of existing trees, plants and other significant natural features, grading and drainage plan, proposed removal of trees, landscaping plan, location of utility installations and location of all improvements.

(b) Working drawings and specifications for all construction.

(c) Drawings showing elevations, exterior materials and exterior color scheme of all improvements.

The Design Committee shall render its decision with respect to the proposal within 30 days after it has received all material required by it with respect thereto.

5.2 Minor Work. In the case of minor additions or remodeling, change of existing exterior color scheme or exterior material, removal or planting of trees, shrubs or other vegetation, or any work not referred to in Section 5.1 above, the

unit owner shall submit to the Design Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Design Committee shall render its decision with respect to the proposal as quickly as is reasonably possible but in no event later than seven days after it has received all material required by it with respect thereto.

5.3 Design Committee Discretion - The Design Committee may in its sole discretion withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular unit or incompatible with the high design standards that Developer intends for Mountain Village. Considerations such as siting, shape, size, color, design, height, impairment of the view from other parcels within Mountain Village or other effect on the enjoyment of other parcels or common areas, disturbance of existing terrain and vegetation, and any other factors which the Design Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

5.4 Design Committee's Failure to Act - In the event the Design Committee fails to render its decision with respect to any proposed work within the time limits set forth above, the Committee shall conclusively be deemed to have consented to the proposal.

5.5 Effective Period of Consent - Design Committee consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the unit owner has applied for and received an extension of time from the Design Committee.

5.6 Completion of Authorized Work - Unless the consent of the Design Committee has first been obtained the residential

building constructed on a unit must be completed within a period of one year from the date upon which construction of the same was commenced.

5.7 Notices Upon Completion - Promptly after completion of any work covered by Section 5.1 herein the unit owner shall give written notice of completion to the Design Committee. Within 30 days after receipt of such notice the Committee shall inspect the completed work and give written notice to the unit owner of any respects in which the completed work fails to conform to the plans and specifications therefor as consented to by the Design Committee and is found objectionable by the Design Committee. The Design Committee shall specify in such notice a reasonable period, not less than 30 days, in which the owner may remedy the nonconformance.

In the event a notice of nonconformance and requirement of cure is not given within such 30-day period, the Committee shall conclusively be deemed to have consented to the work as completed.

Section 6

CLASSIFICATION OF LOTS AND RESERVATION OF EASEMENTS

Each lot in Mountain Village West I shall be classified in accordance with Section 1.20 of the Plan of Sunriver into two parts -- the "buildable area" and the "open area." The classification of each lot shall be made not later than the time of and shall be described in the conveyance of the lot by Developer to the unit owner, provided, however, that the classsification may thereafter be changed with the approval of the Design Committee by an instrument executed and acknowledged by the unit owner and the Administrator of Sunriver and recorded in the Deed Records of Deschutes County, Oregon.

Developer reserves for itself and its successors and assigns an easement on the entire open area portion of each lot within Mountain Village West I solely for the purpose of laying, maintaining and replacing under the ground water, sewage, electrical, telephone, television and other utility lines and facilities.

Section 7

MISCELLANEOUS

7.1 Amendment and Repeal - With the consent of the Administrator of Sunriver any provisions of this Sunriver Declaration may at any time be amended or repealed or provision may be added by either of the following methods:

(a) Unit owners owning 75 percent of the units within Mountain Village may consent in writing to the amendment or repeal of a provision or to the addition of new provisions; or

(b) Any village association organized for Mountain Village may consent to such amendment, repeal or addition.

The village association shall be deemed to have consented to the amendment or repeal of a provision contained in this Sunriver Declaration or to the addition of a new provision if the following procedure shall have been followed:

(1) The board of directors of any village association shall have adopted a resolution setting forth the proposed amendment, provision for repeal or proposed additional provision and directing that it be submitted to a vote at a meeting of the members, which may be either an annual or a special meeting.

(2) Written notice setting forth the proposed amendment, provision for repeal or proposed additional provision, or a summary of the changes to be effected thereby, shall be given to each unit owner within Mountain Village at least 60 days prior to the time of the meeting at which the proposed amendment, provision for repeal or proposed additional provision is to be considered.

(3) At the meeting of the members at which the proposed amendment, provision for repeal or proposed additional provision is to be considered, the proposed amendment provision for repeal or proposed additional provision shall be submitted to a vote of the members. The proposed amendment, provision for repeal or proposed additional provision shall be adopted upon receiving two thirds of the votes entitled to be cast by all of the members of the village association.

Any amendment or repeal of a provision of this Sunriver Declaration or additional provision shall become effective only upon the filing in the Records of Deeds of Deschutes County, Oregon, of a certificate of the secretary or assistant secretary of the Administrator of Sunriver setting forth in full the amendment, amendments, additional provision or repeal approved as provided in this Section and certifying that said amendment, amendments, additional provision or repeal have been approved in the manner required therefor herein.

7.2 Duration - The covenants and provisions contained herein shall run with the land affected thereby and shall be and remain in full force and effect at all times with respect to all property included within Mountain Village West I and the unit owners thereof for an initial period of 45 years commencing with the date on which this declaration is recorded. Thereafter such provisions and covenants shall continue to run with the land and be and remain in full force and effect at all times with respect to all property in Mountain Village West I affected thereby and the unit owners thereof for successive additional periods of ten years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice or consent whatever, provided, however, that such provisions and covenants may be terminated at the end of the initial or any additional period by either of the methods provided in Section 7.1 for the amendment, repeal or addition of a provision to this Sunriver Declaration. Any such termination shall become effective upon the filing in the Records of Deeds of Deschutes County, Oregon, of a certificate of the secretary or assistant secretary of the Administrator of Sunriver certifying that termination as of a specified termination date has been approved in the manner required therefor herein not less than one year prior to the intended termination date.

7.3 Construction; Severability; Number; Captions - This Sunriver Declaration shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs of this declaration. Nevertheless, each provision of this Sunriver Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein 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 used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Sunriver Declaration.

IN WITNESS WHEREOF, Sunriver Properties, Inc. has executed this declaration the 28 day of October, 1971.

SUNRIVER PROPERTIES, INC.

By Charles D. Allis
Charles D. Allis, President

ATTEST:

By
Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this 28 day of October, 1971 personally appeared CHARLES D. ALLIS, who, being duly sworn, did say that he is the President of SUNRIVER PROPERTIES, INC. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

NOTARY PUBLIC

5148
STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 29th day of Oct. A.D. 19 71
at 4:47 o'clock P. M. and duly recorded in Book M80 on Page 50 Records of Deschutes
ROSEMARY PATTERSON
County Clerk
By Deputy Clerk

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1629

SUNRIVER DECLARATION ESTABLISHING

RANCH CABINS

AND

ANNEXING RANCH CABINS

TO

MOUNTAIN VILLAGE

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SUNRIVER DECLARATION ESTABLISHING
RANCH CABINS AND ANNEXING RANCH CABINS
TO MOUNTAIN VILLAGE

and subjecting property therein to certain covenants, restrictions, assessments, fines, penalties.

By instrument dated June 20, 1968 and recorded on June 20, 1968, in volume 159 of the records of deeds of Deschutes County, Oregon, at page 198 SUNRIVER PROPERTIES, INC., an Oregon corporation, "the Developer", has established the Plan of Sunriver.

The Plan of Sunriver contemplates that Developer will organize within Sunriver a number of residential areas, each of which will consist of a separate "village". Each village is to have its own development plan and own restrictions as to the use of private areas within the village.

Developer has determined upon a development plan for a village within Sunriver to be known as "Mountain Village". The plan contemplates that Mountain Village will be a community with diverse types of dwelling arrangements. Homes within Mountain Village will be attractive either for permanent residence or for recreational use. Owners of homes within Mountain Village will have available common areas within Mountain Village for their use along with residents of Sunriver as set forth in the Plan of Sunriver.

Developer proposed to establish and maintain a high standard for the improvement of private areas within Mountain Village to the end that property within Mountain Village will have a maximum value for those who acquire it and will not deteriorate in value.

Developer plans to subject to the Plan of Sunriver the areas which will eventually constitute all of Mountain Village in

several stages. By instrument dated October 29, 1971, entitled "Sunriver Declaration Establishing Mountain Village. Developer subjected to the Plan of Sunriver the initial area which is to constitute part of Mountain Village. Such declaration was recorded on October 29, 1971 in volume 180 of the records of deeds of Deschutes Country, Oregon, at page 34. Such declaration provided that additional areas might be annexed to Mountain Village by virtue of a Sunriver declaration.

Developer proposes to create a condominium to be known as Ranch Cabins within the property described in Section 10, which condominimum will be a part of Mountain Village. Accordingly, Developer now wishes to subject the property describe in Section 10 to the Plan of Sunriver, to annex such property to Mountain Village and to make provision for the conditions upon which private areas within such property may be used.

Now, therefore, Developer does hereby declare and provide as follows:

SECTION 1

Definitions

When used herein the following terms shall have the following meanings:

1.1 Incorporation by reference. Each of the terms defined in Section 1 of the Plan of Sunriver shall have the meaning set forth in such Section 1. Each of the terms defined in Section 1 of the Sunriver Declaration Establishing Mountain Village shall have the meanings set forth in such Section 1.

1.2 Ranch Cabins shall mean the area described in Section 10 herein.

1.3 "Sunriver Declaration Establishing Mountain Village" shall mean that certain document bearing such title

dated October 29, 1971, recorded on October 29, 1971 in volume 180 of the records of deeds of Deschutes Country, Oregon, at page 34.

1.4 "The Condominium" shall mean Ranch Cabins.

SECTION 2

Subjection of Ranch Cabins to Plan of Sunriver. Annexation to Mountain Village and Declaration as to Restrictions as to Use of Private Areas

2.1 Plan of Sunriver. Pursuant to Section 2.1 of the Plan of Sunriver, Developer does hereby declare that Ranch Cabins shall be subject to the Plan of Sunriver on the following terms and conditions:

(a) Developer reserves the right to locate a cart path within the Condominium at such location as it may choose. Such cart path, when developed, shall constitute a common area within the meaning of Section 1.2 of the Plan of Sunriver.

(b) The entire remaining area of the Condominium shall constitute a private area within the meaning of section 1.11 of the Plan of Sunriver.

(c) Effective upon the filing of a declaration as provided in the Oregon Unit Ownership Law each condominium unit which may be created on private areas within the Condominium shall constitute a "unit" within the meaning of Section 1.20 of the Plan of Sunriver. The owner of each condominium unit shall be a "unit owner" within the meaning of Section 1.21 of the Plan of Sunriver.

2.2 Annexation to Mountain Village. Developer hereby declares that Ranch Cabins shall be a part of that certain village known as Mountain Village referred to in the Sunriver Declaration Establishing Mountain Village, and Ranch Cabins accordingly is hereby annexed to Mountain Village.

2.3 Declaration of restrictions. The covenants and restrictions set forth in Sections 3 through 8, inclusive, of the Sunriver Declaration Establishing Mountain Village shall not be applicable within the Condominium except to the extent that they are restated in this instrument. All private areas within the Condominium are held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions made in this instrument and in the Plan of Sunriver.

SECTION 3

Use and Occupancy of Private Areas

Each unit owner in the Condominium shall be entitled to the exclusive use and benefit of each unit owner by him except as otherwise expressly provided herein and in the Plan of Sunriver. The remaining protion of the private areas within the Condominium shall constitute general or limited common elements within the meaning of the Oregon Unit Ownership Law and shall be so designated in the declaration to be filed pursuant to that law.

SECTION 4

Provisions Affecting Construction and Alterations of Improvements in Private Areas

No person shall construct or reconstruct any improvement or alter or refinish the exterior of any improvement within any private area in the Condominium, make any excavation or fill in such area, make any change in the natural or existing surface drainage in such area or install a utility line, outside antenna or other outside wire in such area unless such person has first obtained the consent thereto of the Design Committee. The restriction contained in this section applies both to unit

owners owning units within the Condominium and to any association of unit owners which may be formed pursuant to the Oregon Unit Ownership Law.

SECTION 5

General Provisions for and
Restrictions on Use of Private Areas

5.1 Maintenance of units and general common elements. Improvements on each unit and all general common elements within the Condominium shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

5.2 Maintenance of limited common elements. The Administrator of Sunriver shall be entitled to maintain all limited common elements within the Condominium, including carports, in a condition satisfactory to it. The Administrator of Sunriver shall be entitled to charge the costs which it shall incur for the purpose of such maintenance either to the association of unit owners to be formed pursuant to the Oregon Unit Ownership Law or, in the alternative, may charge a prorata portion of such costs to the unit owners to whom such limited common elements pertain.

5.3 Residential use. No unit within the Condominium shall be occupied by more than one family, its servants and guests. At no time shall any building other than a single family dwelling unit be constructed on any unit.

5.4 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clotheslines and other service facilities located within the Condominium shall be screened from view from common areas and private ways in Sunriver in a manner approved by the Design Committee.

5.5 Signs. No signs shall be placed or kept on any unit or common elements within the Condominium other than signs stating the name of the occupant, the address of the unit and any name given by the unit owner to the unit, except that in the event that a unit owner wishes to advertise his unit for sale or lease he may do so provided that he shall use for the purpose a sign provided by or approved by the Administrator of Sunriver. Limitation on a judicious basis of the number of "For Sale" signs appearing at one time within the Condominium will assist in preserving values if a number of units within the Condominium should come on the market at one time. Therefore, the Administrator of Sunriver shall have the right to limit on an equitable basis the number of "For Sale" signs which appear in an area of the Condominium at any one time.

5.6 Offensive activities. No offensive activity shall be carried on in any unit nor shall anything be done or placed upon any unit which interferes with or jeopardizes the enjoyment of other units within the Condominium or within the portion of the private area within the Condominium which will not constitute part of a unit.

SECTION 6

Uses Prohibited Without Design Committee Consent

Unless the consent of the Design Committee has first been obtained none of the following shall be done within any portion of the private area within the Condominium:

(a) No trailer, truck camper, boat or boat trailer shall be parked on any portion of such private area, including the parking lots and carports, except on a temporary basis.

(b) No exterior lighting or noise-making devices shall be installed or maintained on a unit or in any other portion of such private area.

(c) No trees, shrubs or other vegetation shall be removed from such private area and no trees, shrubs or other vegetation shall be placed thereon.

SECTION 7

Uses Prohibited Without Consent of the Administrator

Except with the consent of the Administrator of Sunriver, no part of the private area within the Condominium shall be used in any of the following ways:

(a) No trailer, truck camper, boat or boat trailer shall be placed or kept on any part of such private area, including the parking lots and carports, for temporary periods of time.

(b) No domestic animals of any kind shall be raised, kept or permitted on a unit or on any portion of such private area other than a reasonable number which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance to residents within the Condominium.

(c) No commerical activities of any kind shall be carried on in any unit or in any other portion of such private area.

(d) No exterior fires shall be permitted within such private area other than barbeque or trash disposal fires contained within receptacles therefor.

The Administrator may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted which shall become part of the Sunriver Rules and Regulations.

SECTION 8

Design Committee Consent

In all cases in which Design Committee consent is required hereunder the following provisions together with provisions contained in the Plan of Sunriver shall apply:

8.1 Work by unit owners. In case any unit owner wishes to do any work on his unit with respect to which Design Committee consent is required the unit owner shall submit to the Design Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Design Committee shall render its decisions with respect to the proposal as quickly as is reasonably possible, but in no event later than seven days after it has received all material required by it with respect thereto.

8.2 Work by association of unit owners. In case the association of unit owners to be organized pursuant to the Oregon Unit Ownership Law shall desire to perform work within the Condominium for which Design Committee consent is required it shall submit to the Design Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Design Committee shall render its decision with respect to the proposal within 30 days after it has received all material required by it with respect thereto.

8.3 Design Committee discretion. The Design Committee may at its discretion withhold consent with respect to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular unit or incompatible with the high design standards that the Developer intends for Meadow Village. Considerations such as color, design, size, effect on

the enjoyment of unit owners within the Condominium, disturbance of existing terrain and vegetation and any other factors which the Design Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposed work.

8.4 Design Committee's failure to act. In the event the Design Committee fails to render its decision with respect to any proposed work within the time limits set forth above, the Committee shall conclusively be deemed to have consented to the proposal.

8.5 Effective period of consent. Design Committee consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the unit owner has applied for and received an extention of time from the Design Committee.

SECTION 9

Miscellaneous

9.1 Amendment and repeal. Until such time as Developer has recorded a declaration submitting a portion of the Condominium to the Oregon Unit Ownership Law any provision of this Sunriver declaration may be amended or repealed or any provision may be added by Developer's filing in the records of deeds of Deschutes County, Oregon, a certificate setting forth in full the amendment, amendments, additional provision or repeal.

Following the recording of such declaration, with the consent of the Administrator of Sunriver any provisions of this Sunriver declaration may be amended or repealed or any provisions may be added by either of the following methods:

(a) Unit owners owning 75 percent of the units within Meadow Village may consent in writing to the amendment or repeal

of a provision or to the addition of new provisions; or

(b) Any village association organized for Meadow Village may consent to such amendment, repeal or addition.

The village association shall be deemed to have consented to the amendment or repeal of a provision contained in this Sunriver declaration or to the addition of a new provision if the following procedure shall have been followed:

(a) The board of directors of any village association shall have adopted a resolution setting forth the proposed amendment, provision for repeal or proposed additional provision and directing that it be submitted to a vote at a meeting of the members, which may be either an annual or a special meeting.

(b) Written notice setting forth the proposed amendment, provision for repeal or proposed additional provision, or a summary of the changes to be effected thereby, shall be given to each unit owner within Meadow Village at least 60 days prior to the time of the meeting at which the proposed amendment, provision for repeal or proposed additional provision is to be considered.

(c) At the meeting of the members at which the proposed amendment, provision for repeal or proposed additional provision is to be considered, the proposed amendment, provision for repeal or proposed additional provision shall be submitted to a vote of the members. The proposed amendment, provision for repeal or proposed additional provision shall be adopted upon receiving two thirds of the votes entitled to be cast by all of the members of the village association.

Any amendment or repeal of a provision of this Sunriver declaration or additional provision shall become effective only upon the filing in the records of deeds of Deschutes County,

Oregon, of a certificate of the secretary or assistant secretary of the Administrator of Sunriver setting forth in full the amendment, amendments, additional provision or repeal approved as provided in this section and certifying that said amendment, amendments, additional provision or repeal have been approved in the manner required therefor herein.

9.2 Duration. The covenants and provisions contained in Sections 3 through 8 hereof shall run with the land affected thereby and shall be and remain in full force and effect at all times with respect to all property included within the Condominium and the unit owners thereof for an initial period of 45 years commencing with the date on which this declaration is recorded. Thereafter such provisions and covenants shall continue to run with the land and be and remain in full force and effect at all times with respect to all property in the Condominium affected thereby and the unit owners thereof for successive additional periods of ten years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice or consent whatever, provided, however, that such provisions and covenants may be terminated at the end of the initial or any additional period by either of the methods provided in the second paragraph of Section 9.1 for the amendment, repeal or addition of a provision to this Sunriver declaration. Any such termination shall become effective upon the filing in the records of deeds of Deschutes County, Oregon, of a certificate of the secretary or assistant secretary of the Administrator of Sunriver certifying that termination as of a specified termination date has been approved in the manner required therefor herein not less than one year prior to the intended termination date.

9.3 Construction; severability; number; captions. This Sunriver declaration shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs of this declaration. Nevertheless, each provision of this Sunriver declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein 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 used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Sunriver declaration.

IN WITNESS WHEREOF Sunriver Properties, Inc. has executed this declaration as of this 12TH day of APRIL, 1972.

SUNRIVER PROPERTIES, INC.

By Charles D. Allis

Charles D. Allis, President

ATTEST:

Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this 12TH day of APRIL, 1972, personally appeared CHARLES D. ALLIS, who, being duly sworn, did say that he is President of SUNRIVER PROPERTIES, INC. and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:
9-2-1975

PROPERTY DESCRIPTION - RANCH CABINS

A tract of land containing 18.5 acres more or less lying in the NW 1/4 of Section 32 T 19 S, R 11 E, W.M., Deschutes County, Oregon described as follows: Commencing at the southeast corner of Section 32; thence S 89-10-19 W 2652.33 feet to the south 1/4 corner of said section; thence N 11 - 18-39 W 3358.91 feet to the point of beginning, such point beginning the P.C. of a 630 foot radius curve to the right on the westerly right-of-way of Abbot Drive as described in the plat of Mountain Village East I;

thence northerly along the westerly right-of-way of said Abbot Drive around a 630 foot radius curve to the right 181.73 feet (long chord bears N 12 - 26-48 E 181.10 feet);
thence N 20-42-37 E 100.89 feet;
thence around a 420 foot radius curve to the left 255.01 feet (long chord bears N 3-18-58 E 251.11 feet);
thence N 14-4-41 W 418.78 feet;
thence around a 309.04 foot radius curve to the right 97.10 feet (long chord bears N 5-4-36 W 96.70 feet);
thence around a 40 foot radius curve to the left 47.74 feet (long chord bears N 30-15-58 W 44.96 feet);
thence around a 150 foot radius curve to the right 99.02 feet (long chord bears N 39-45-53 W 97.24 feet) to the southerly right-of-way of a 60 foot road as described in the plat of Mountain Village West I;
thence along the southerly right-of-way of said road around a 40 foot radius curve to the left 47.74 feet (long chord bears N 56-51-41 W 44.96 feet);
thence S 88-56-52 W 22.52 feet;
thence around a 160 foot radius curve to the right 101.92 feet (long chord bears N 72-48-9 W 100.21 feet);
thence N 54-33-11 W 46.97 feet;
thence around a 317.35 foot radius curve to the left 296.51 feet (long chord bears N 81-19-11 W 285.84 feet);
thence around a 980 foot radius curve to the right 188.85 feet (long chord bears S 77-24-9 W 188.57 feet) to the easterly boundary of Mountain Village West I as platted;
thence S 2-7-24 E along the easterly boundary of said subdivision 418.20 feet;

thence S 21-34-35 W 182.17 feet;
thence S 7-11-5 W 389.35 feet;
thence South 40.67 feet;
thence N 54-48-26 E 223.64 feet;
thence N 49-19-4 E 80.63 feet;
thence N 64-36-2 E 62.90 feet;
thence N 48-33-6 E 97.39 feet;
thence S 67-46-45 E 83.15 feet;
thence S 35-48-2 E 104.45 feet;
thence S 12-17-39 E 143.72 feet;
thence S 29-2-17 E 124.52 feet;
thence S 14-29-41 E 55.47 feet;
thence N 86-46-01 E 56.02 feet;
thence S 72-56-48 E 84.68 feet;
thence S 71-5-21 E 119.84 feet to the point of beginning.

1628

STATE OF OREGON
County of Deschutes } ss. INDEX
I hereby certify that the within instrument of writing was received and duly recorded
the 14 day of Dec A.D. 1972
at 2:22 o'clock P. M. and duly recorded
in Book 183 on Page 820 Records
of Deeds
ROSEMARY PATTERSON
County Clerk
By Susan Cockerham Deputy

Simmons Properties, Inc.
Sisters, Or 97701
Att: Fred Warrington

VOL 187 PAGE 242

7073

AMENDED

SUNRIVER DECLARATION ESTABLISHING

RANCH CABINS

AND

ANNEXING RANCH CABINS

TO

MOUNTAIN VILLAGE

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OF

AMENDED

SUNRIVER DECLARATION ESTABLISHING RANCH CABINS AND ANNEXING RANCH CABINS TO MOUNTAIN VILLAGE

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AMENDED
SUNRIVER DECLARATION ESTABLISHING
RANCH CABINS AND ANNEXING RANCH CABINS
TO MOUNTAIN VILLAGE

and subjecting property therein to certain covenants, restrictions, assessments, fines, penalties.

On April 12, 1972, Sunriver Properties, Inc. adopted the Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village, which Declaration was recorded on April 14, 1972 in Volume 183 of the Records of Deeds of Deschutes County, Oregon, at Page 805. In accordance with Section 9.1 thereof, Sunriver Properties, Inc. as Administrator of Sunriver, hereby amends said Declaration to read as follows:

By instrument dated June 20, 1968 and recorded on June 20, 1968, in volume 159 of the records of deeds of Deschutes County, Oregon, at page 198 SUNRIVER PROPERTIES, INC., an Oregon corporation, "the Developer", has established the Plan of Sunriver.

The Plan of Sunriver contemplates that Developer will organize within Sunriver a number of residential areas, each of which will consist of a separate "village". Each village is to have its own development plan and own restrictions as to the use of private areas within the village.

Developer has determined upon a development plan for a village within Sunriver to be known as "Mountain Village". The plan contemplates that Mountain Village will be a community with diverse types of dwelling arrangements. Homes within Mountain Village will be attractive either for permanent residence or for recreational use. Owners of homes within Mountain Village will have available common areas within Mountain Village for their use along with residents of Sunriver as set forth in the Plan of Sunriver. Some residents shall have the exclusive use of limited common areas within Mountain Village, but such residents shall bear the cost of maintaining such limited common areas.

Developer proposes to establish and maintain a high standard for the improvement of private areas within Mountain Village to the end that property within Mountain Village will have a maximum value for those who acquire it and will not deteriorate in value.

Developer plans to subject to the Plan of Sunriver the areas which will eventually constitute all of Mountain Village in

several stages. By instrument dated October 28, 1971, entitled "Sunriver Declaration Establishing Mountain Village and Mountain Village West I and Annexing Mountain Village West I to Mountain Village," Developer subjected to the Plan of Sunriver the initial area which is to constitute part of Mountain Village. Such declaration was recorded on October 29, 1971 in Volume 180 of the Records of Deeds of Deschutes County, Oregon, at Page 34. Such declaration provided that additional areas might be annexed to Mountain Village by virtue of a Sunriver declaration.

Developer proposes to create a condominium to be known as Ranch Cabins within the property described in Section 10, which condominimum will be a part of Mountain Village. Accordingly, Developer now wishes to subject the property described in Section 10 to the Plan of Sunriver, to annex such property to Mountain Village and to make provision for the conditions upon which private areas within such property may be used.

Now, therefore, Developer does hereby declare and provide as follows:

SECTION 1

Definitions

When used herein the following terms shall have the following meanings:

1.1 Incorporation by reference. Each of the terms defined in Section 1 of the Plan of Sunriver shall have the meaning set forth in such Section 1. Each of the terms defined in Section 1 of the Sunriver Declaration Establishing Mountain Village shall have the meanings set forth in such Section 1.

1.2 Ranch Cabins shall mean the area described in Section 10 herein.

1.3 "Sunriver Declaration Establishing Mountain Village" shall mean that certain document

dated October 28, 1971, recorded on October 29, 1971 in volume 180 of the records of deeds of Deschutes Country, Oregon, at page 34.

1.4 "The Condominium" shall mean Ranch Cabins.

SECTION 2

Subjection of Ranch Cabins to Plan of Sunriver. Annexation to Mountain Village and Declaration as to Restrictions as to Use of Private Areas

2.1 Plan of Sunriver. Pursuant to Section 2.1 of the Plan of Sunriver, Developer does hereby declare that Ranch Cabins shall be subject to the Plan of Sunriver on the following terms and conditions:

(a) Developer reserves the right to locate a cart path within the Condominium at such location as it may choose. Such cart path, when developed, shall constitute a common area within the meaning of Section 1.2 of the Plan of Sunriver.

(b) The entire remaining area of the Condominium shall constitute a private area within the meaning of section 1.11 of the Plan of Sunriver.

(c) Effective upon the filing of a declaration as provided in the Oregon Unit Ownership Law each condominium unit which may be created on private areas within the Condominium shall constitute a "unit" within the meaning of Section 1.20 of the Plan of Sunriver. The owner of each condominium unit shall be a "unit owner" within the meaning of Section 1.21 of the Plan of Sunriver.

(d) There are no "limited common areas" within Ranch Cabins.

2.2 Annexation to Mountain Village. Developer hereby declares that Ranch Cabins shall be a part of that certain village known as Mountain Village referred to in the Sunriver Declaration Establishing Mountain Village, and Ranch Cabins accordingly is hereby annexed to Mountain Village.

2.3 Declaration of restrictions. The covenants and restrictions set forth in Sections 4 through 7, inclusive, of the Sunriver Declaration Establishing Mountain Village shall not be applicable within the Condominium except to the extent that they are restated in this instrument. All private areas within the Condominium are held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions made in this instrument and in the Plan of Sunriver.

SECTION 3

Use and Occupancy of Private Areas

Each unit owner in the Condominium shall be entitled to the exclusive use and benefit of each unit owner by him except as otherwise expressly provided herein and in the Plan of Sunriver. The remaining protion of the private areas within the Condominium shall constitute general or limited common elements within the meaning of the Oregon Unit Ownership Law and shall be so designated in the declaration to be filed pursuant to that law.

SECTION 4

Provisions Affecting Construction and Alterations of Improvements in Private Areas

No person shall construct or reconstruct any improvement or alter or refinish the exterior of any improvement within any private area in the Condominium, make any excavation or fill in such area, make any change in the natural or existing surface drainage in such area or install a utility line, outside antenna or other outside wire in such area unless such person has first obtained the consent thereto of the Design Committee. The restriction contained in this section applies both to unit

owners owning units within the Condominium and to any association of unit owners which may be formed pursuant to the Oregon Unit Ownership Law.

SECTION 5

General Provisions for and
Restrictions on Use of Private Areas

5.1 Maintenance of units and general common elements. Improvements on each unit and all general common elements within the Condominium shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

5.2 Maintenance of limited common elements. The Administrator of Sunriver shall be entitled to maintain all limited common elements within the Condominium, including carports, in a condition satisfactory to it. The Administrator of Sunriver shall be entitled to charge the costs which it shall incur for the purpose of such maintenance either to the association of unit owners to be formed pursuant to the Oregon Unit Ownership Law or, in the alternative, may charge a prorata portion of such costs to the unit owners to whom such limited common elements pertain.

5.3 Residential use. No unit within the Condominium shall be occupied by more than one family, its servants and guests. At no time shall any building other than a single family dwelling unit be constructed on any unit.

5.4 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clotheslines and other service facilities located within the Condominium shall be screened from view from common areas and private ways in Sunriver in a manner approved by the Design Committee.

5.5 Signs. No signs shall be placed or kept on any unit or common elements within the Condominium other than signs stating the name of the occupant, the address of the unit and any name given by the unit owner to the unit, except that in the event that a unit owner wishes to advertise his unit for sale or lease he may do so provided that he shall use for the purpose a sign provided by or approved by the Administrator of Sunriver. Limitation on a judicious basis of the number of "For Sale" signs appearing at one time within the Condominium will assist in preserving values if a number of units within the Condominium should come on the market at one time. Therefore, the Administrator of Sunriver shall have the right to limit on an equitable basis the number of "For Sale" signs which appear in an area of the Condominium at any one time.

5.6 Offensive activities. No offensive activity shall be carried on in any unit nor shall anything be done or placed upon any unit which interferes with or jeopardizes the enjoyment of other units within the Condominium or within the portion of the private area within the Condominium which will not constitute part of a unit.

SECTION 6

Uses Prohibited Without Design Committee Consent

Unless the consent of the Design Committee has first been obtained none of the following shall be done within any portion of the private area within the Condominium:

(a) No trailer, truck camper, boat or boat trailer shall be parked on any portion of such private area, including the parking lots and carports, except on a temporary basis.

(b) No exterior lighting or noise-making devices shall be installed or maintained on a unit or in any other portion of such private area.

(c) No trees, shrubs or other vegetation shall be removed from such private area and no trees, shrubs or other vegetation shall be placed thereon.

SECTION 7

Uses Prohibited Without Consent of the Administrator

Except with the consent of the Administrator of Sunriver, no part of the private area within the Condominium shall be used in any of the following ways:

(a) No trailer, truck camper, boat or boat trailer shall be placed or kept on any part of such private area, including the parking lots and carports, for temporary periods of time.

(b) No domestic animals of any kind shall be raised, kept or permitted on a unit or on any portion of such private area other than a reasonable number which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance to residents within the Condominium.

(c) No commerical activities of any kind shall be carried on in any unit or in any other portion of such private area.

(d) No exterior fires shall be permitted within such private area other than barbeque or trash disposal fires contained within receptacles therefor.

The Administrator may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted which shall become part of the Sunriver Rules and Regulations.

SECTION 8

Design Committee Consent

In all cases in which Design Committee consent is required hereunder the following provisions together with provisions contained in the Plan of Sunriver shall apply:

8.1 Work by unit owners. In case any unit owner wishes to do any work on his unit with respect to which Design Committee consent is required the unit owner shall submit to the Design Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Design Committee shall render its decisions with respect to the proposal as quickly as is reasonably possible, but in no event later than seven days after it has received all material required by it with respect thereto.

8.2 Work by association of unit owners. In case the association of unit owners to be organized pursuant to the Oregon Unit Ownership Law shall desire to perform work within the Condominium for which Design Committee consent is required it shall submit to the Design Committee such plans and specifications for the proposed work as the Committee determines necessary to enable it to evaluate the proposal. The Design Committee shall render its decision with respect to the proposal within 30 days after it has received all material required by it with respect thereto.

8.3 Design Committee discretion. The Design Committee may at its discretion withhold consent with respect to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular unit or incompatible with the high design standards that the Developer intends for Sunriver. Considerations such as color, design, size, effect on

of a provision or to the addition of new provisions; or

(b) Any village association organized for Mountain Village may consent to such amendment, repeal or addition.

The village association shall be deemed to have consented to the amendment or repeal of a provision contained in this Sunriver declaration or to the addition of a new provision if the following procedure shall have been followed:

(a) The board of directors of any village association shall have adopted a resolution setting forth the proposed amendment, provision for repeal or proposed additional provision and directing that it be submitted to a vote at a meeting of the members, which may be either an annual or a special meeting.

(b) Written notice setting forth the proposed amendment, provision for repeal or proposed additional provision, or a summary of the changes to be effected thereby, shall be given to each unit owner within Mountain Village at least 60 days prior to the time of the meeting at which the proposed amendment, provision for repeal or proposed additional provision is to be considered.

(c) At the meeting of the members at which the proposed amendment, provision for repeal or proposed additional provision is to be considered, the proposed amendment, provision for repeal or proposed additional provision shall be submitted to a vote of the members. The proposed amendment, provision for repeal or proposed additional provision shall be adopted upon receiving two thirds of the votes entitled to be cast by all of the members of the village association.

Any amendment or repeal of a provision of this Sunriver declaration or additional provision shall become effective only upon the filing in the records of deeds of Deschutes County,

Oregon, of a certificate of the secretary or assistant secretary of the Administrator of Sunriver setting forth in full the amendment, amendments, additional provision or repeal approved as provided in this section and certifying that said amendment, amendments, additional provision or repeal have been approved in the manner required therefor herein.

9.2 Duration. The covenants and provisions contained in Sections 3 through 8 hereof shall run with the land affected thereby and shall be and remain in full force and effect at all times with respect to all property included within the Condominium and the unit owners thereof for an initial period of 45 years commencing upon October 29, 1971. Thereafter such provisions and covenants shall continue to run with the land and be and remain in full force and effect at all times with respect to all property in the Condominium affected thereby and the unit owners thereof for successive additional periods of ten years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice or consent whatever, provided, however, that such provisions and covenants may be terminated at the end of the initial or any additional period by either of the methods provided in the second paragraph of Section 9.1 for the amendment, repeal or addition of a provision to this Sunriver declaration. Any such termination shall become effective upon the filing in the records of deeds of Deschutes County, Oregon, of a certificate of the secretary or assistant secretary of the Administrator of Sunriver certifying that termination as of a specified termination date has been approved in the manner required therefor herein not less than one year prior to the intended termination date.

9.3 Construction; severability; number; captions. This Sunriver declaration shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs of this declaration. Nevertheless, each provision of this Sunriver declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein 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 used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Sunriver declaration.

IN WITNESS WHEREOF Sunriver Properties, Inc. has executed this declaration as of this 8th day of August, 1972.

SUNRIVER PROPERTIES, INC.

By Charles D. Allis
Charles D. Allis, President

ATTEST:

Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this 8th day of Aug. 1972, personally appeared CHARLES D. ALLIS, who, being duly sworn, did say that he is President of SUNRIVER PROPERTIES, INC. and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me: Paul D. Harrington
Notary Public for Oregon
My commission expires:
12/14/72

NOEL A. HARRINGTON NOTARY PUBLIC STATE OF OREGON

SECTION 10

PROPERTY DESCRIPTION - RANCH CABINS

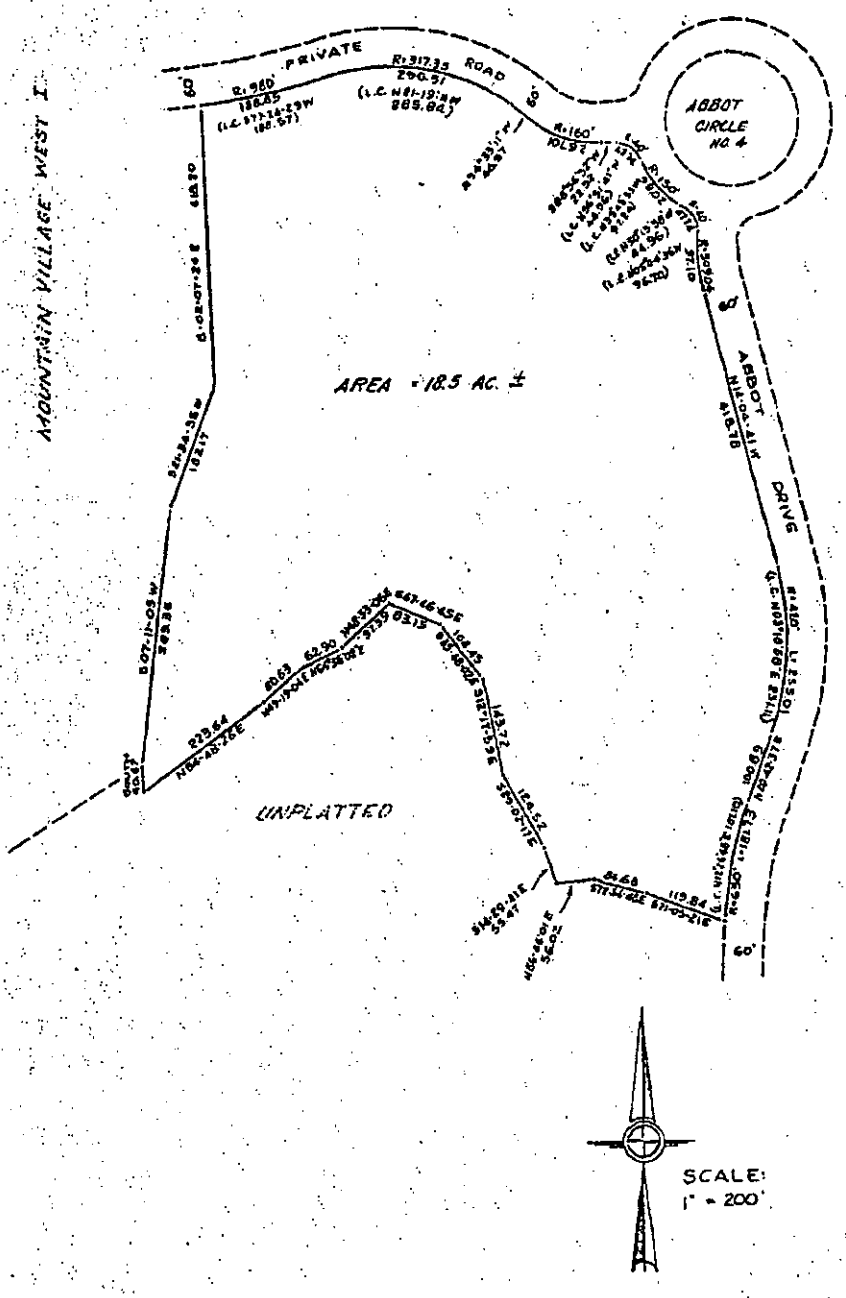
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A tract of land containing 18.5 acres more or less lying in the NW 1/4 of Section 32 T 19 S, R 11 E, W.M., Deschutes County, Oregon described as follows: Commencing at the southeast corner of Section 32; thence S 89-10-19 W 2652.33 feet to the south 1/4 corner of said section; thence N 11 - 18-39 W 3358.91 feet to the point of beginning, such point beginning the P.C. of a 630 foot radius curve to the right on the westerly right-of-way of Abbot Drive as described in the plat of Mountain Village East I;

thence northerly along the westerly right-of-way of said Abbot Drive around a 630 foot radius curve to the right 181.73 feet (long chord bears N 12 - 26-48 E 181.10 feet);
thence N 20-42-37 E 100.89 feet;
thence around a 420 foot radius curve to the left 255.01 feet (long chord bears N 3-18-58 E 251.11 feet);
thence N 14-4-41 W 418.78 feet;
thence around a 309.04 foot radius curve to the right 97.10 feet (long chord bears N 5-4-36 W 96.70 feet);
thence around a 40 foot radius curve to the left 47.74 feet (long chord bears N 30-15-58 W 44.96 feet);
thence around a 150 foot radius curve to the right 99.02 feet (long chord bears N 39-45-53 W 97.24 feet) to the southerly right-of-way of a 60 foot road as described in the plat of Mountain Village West I;
thence along the southerly right-of-way of said road around a 40 foot radius curve to the left 47.74 feet (long chord bears N 56-51-41 W 44.96 feet);
thence S 88-56-52 W 22.52 feet;
thence around a 160 foot radius curve to the right 101.92 feet (long chord bears N 72-48-9 W 100.21 feet);
thence N 54-33-11 W 46.97 feet;
thence around a 317.35 foot radius curve to the left 296.51 feet (long chord bears N 81-19-11 W 285.84 feet);
thence around a 980 foot radius curve to the right 188.85 feet (long chord bears S 77-24-9 W 188.57 feet) to the easterly boundary of Mountain Village West I as platted;
thence S 2-7-24 E along the easterly boundary of said subdivision 418.20 feet;

thence S 21-34-35 W 182.17 feet;
thence S 7-11-5 W 389.35 feet;
thence South 40.67 feet;
thence N 54-48-26 E 223.64 feet;
thence N 49-19-4 E 80.63 feet;
thence N 64-36-2 E 62.90 feet;
thence N 48-33-6 E 97.39 feet;
thence S 67-46-45 E 83.15 feet;
thence S 35-48-2 E 104.45 feet;
thence S 12-17-39 E 143.72 feet;
thence S 29-2-17 E 124.52 feet;
thence S 14-29-41 E 55.47 feet;
thence N 86-46-01 E 56.02 feet;
thence S 72-56-48 E 84.68 feet;
thence S 71-5-21 E 119.84 feet to the point of beginning.

VOL 187 PAGE 258



mc cullough, bryant & associates, incorporated, sunriver, oregon

SUNRIVER PROPERTIES, INC.

- Legal description for:

RANCH CABINS

REGISTERED PROFESSIONAL LAND SURVEYOR

Drwg. 3872 - DJP

EXDE7

7077

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 9 day of Aug A.D. 1977 at 9:33 o'clock A M. and recorded in Book 187 on Page 347 Records of Deds

ROSEMARY PATTERSON
County Clerk

By Jeanie Lakeland Deputy

AMENDMENT TO SUNRIVER DECLARATION ESTABLISHING RANCH CABINS AND ANNEXING RANCH CABINS TO MOUNTAIN VILLAGE

By instrument entitled "Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village," dated April 12, 1972 and recorded on April 14, 1972 in Volume 183 of the Records of Deeds of Deschutes County, Oregon, at Page 805, and as amended by instrument recorded August 9, 1972 in Vol. 187 of the Deed of Records of Deschutes County, Oregon, at Page 242, SUNRIVER PROPERTIES, INC., an Oregon corporation, "the Developer," established an area within Sunriver to be known as Ranch Cabins and annexed such area to Mountain Village.

Pursuant to Section 9.1 of that declaration, Developer now wishes to amend such declaration for the purpose of correcting the erroneous legal description denoted in Section 10 of said declaration.

NOW, THEREFORE, Developer does declare and provide that the above-described declaration shall be amended by deleting Section 10 therein and substituting in lieu thereof the Section 10 attached to this amendment.

IN WITNESS WHEREOF, Sunriver Properties, Inc. has executed this amendment of declaration this 15th day of August, 1972.

SUNRIVER PROPERTIES, INC.

C. D. Allis
President

ATTEST:

By _____

STATE OF OREGON)
) ss.
County of Deschutes)

On this 23rd day of August, 1972, personally appeared before me CHARLES D. ALLIS, who, being duly sworn, did say that he is the President of SUNRIVER PROPERTIES, INC., and that the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

NOTARY PUBLIC STATE OF OREGON

Notary Public for Oregon
My commission expires: 12/14/75

PROPERTY DESCRIPTION - RANCH CABINS PHASE I

A tract of land containing 0.65 acres lying in the NW 1/4 of Section 32 T 19 S, R 11 E, W. M., Deschutes County, Oregon, described as follows: Commencing at the southeast corner of Section 32; thence S 89° 10' 19" W 2652.33 feet to the South 1/4 corner of said section; thence N 16° 17' 05" W 4484.68 feet to the point of beginning marked by a 5/8" iron rod;

thence N 01° 45' 15" E 68.79 feet;
thence N 20° 40' 20" W 168.11 feet to the southerly right-of-way of a 60 foot private road known as West Cascade Road as described in the plat of Mountain Village West 1;
thence along the southerly right-of-way of said road around a 980 foot radius curve to the right 94.20 feet (long chord bears S 80° 10' 12"W 94.17 feet) to the easterly boundary of Mountain Village West 1;
thence S 2° 7' 24" E along the easterly boundary of said plat 214.32 feet;
thence N 88° 18' 08" E 142.15 feet to the point of beginning.

PROPERTY DESCRIPTION - RANCH CABINS PHASE II

A tract of land containing 5.61 acres lying in the NW 1/4 of Section 32 T 19 S R 11 E, W. M. Deschutes County, Oregon, described as follows: Commencing at the southwest corner of Section 32; thence S 89° 10' 19" W 2,652.33 feet to the south 1/4 corner of said section; thence N 16° 43' 40" W 3,940.08 feet to the point of beginning marked by a 5/8" iron rod;

thence N 15° 49' 45" W 194.34 feet;
thence N 18° 10' 00" E 270.00 feet;
thence N 1° 0' 00" E 353.78 feet to the southerly right-of-way of a 60 foot private road known as West Cascade Road as platted in Mountain Village West I;
thence westerly along the south right-of-way of said road around a 317.35 foot radius curve to the left 128.00 feet (long chord bears S 83° 25' 12" W 127.14 feet);
thence around a 980 foot radius curve to the right 94 65 feet (long chord bears S 74° 38' 55" W 94.62 feet);
thence S 20° 40' 20" E 168.11 feet;
thence S 01° 45' 15" W 68.79 feet;
thence S 88° 18' 08" W 142.15 feet to the easterly boundary of Mountain Village West I as platted;
thence S 02° 7' 24" E along the east boundary of Mountain Village West I 203.88 feet;
thence S 21° 34' 35" W 182.17 feet;
thence S 7° 11' 5" W 389.35 feet;
thence south 40.67 feet;
thence N 54° 48' 26" E 223.64 feet;
thence N 49° 19' 04" E 80.63 feet;
thence N 64° 36' 02" E 62.90 feet;
thence N 48° 33' 06" E 97.39 feet to the point of beginning.

PROPERTY DESCRIPTION - RANCH CABINS PHASE III

A tract of land containing 9.26 acres lying in the NW 1/4 of Section 32 T 19 S, R 11 E, W. M., Deschutes County, Oregon, described as follows: Commencing at the southeast corner of Section 32; thence S 89° 10' 19" W 2652.33 feet to the south 1/4 corner of said section; thence N 8° 3' 12" W 3847.89 feet to the point of beginning, such point being the point of tangency of a 420 foot radius on the westerly right-of-way of Abbot Drive as described in the plat of Mountain Village East 1.

thence N 13° 42' 41" W along the west side of Abbot Drive 418.78 feet;
thence around a 309.04 foot radius curve to the right 97.10 feet (long chord bears N 4° 42' 38" W 96.70 feet);
thence around a 40 foot radius curve to the left 47.74 feet (long chord bears N 29° 53' 59" W 44.96 feet);
thence around a 150 foot radius curve to the right 114.24 feet (long chord bears N 44° 29' 21" W 111.50 feet) to the southerly right-of-way of a 60 foot roadway known as West Cascade Road as described in the plat of Mountain Village West 1;
thence westerly along the southerly right-of-way of said road around a 40 foot radius curve to the left 47.74 feet (long chord bears N 56° 51' 46" W 44.96 feet);
thence S 88° 56' 52" W 22.52 feet;
thence around a 160 foot radius curve to the right 101.92 feet (long chord bears N 72° 48' 11" W 100.21 feet);
thence N 54° 33' 11" W 46.97 feet;
thence around a 317.35 foot radius curve left 168.50 feet (long chord bears N 69° 43' 48" W 166.57 feet);
thence S 1° 0' 0" W 353.78 feet;
thence S 18° 10' 00" W 270.00 feet;
thence S 15° 49' 45" E 194.34 feet;
thence S 67° 46' 45" E 83.15 feet;
thence S 64° 55' 00" E 182.00 feet;
thence N 85° 30' 00" E 151.00 feet;
thence N 56° 38' 59" E 242.57 feet to the point of beginning.

PROPERTY DESCRIPTION - RANCH CABINS PHASE IV

A tract of land containing 3.34 acres lying in the NW 1/4 of Section 32 T 19 S, R 11 E, W. M., Deschutes County, Oregon, described as follows: Commencing at the southeast corner of Section 32, thence S 89° 10' 19" W 2652.33 feet to the south 1/4 corner of said section; thence N 14° 52' 37" W 3470.52 feet to the point of beginning marked by a 5/8" iron rod;

thence N 86° 46' 01" E 56.02 feet;
thence S 72° 56' 48" E 84.68 feet;
thence S 70° 17' 27" E 130.13 feet to the point of curvature of a 630 foot radius curve to the right on the westerly right-of-way of Abbot Drive as described in the plat of Mountain Village East I;
thence northerly along the westerly right-of-way of said Abbot Drive around a 630 foot radius curve to the right 181.73 feet (long chord bears N 12° 48' 45" E 181.10 feet);
thence N 21° 04' 37" E 100.89 feet;
thence around a 420 foot radius curve to the left 255.10 feet (long chord bears N 3° 40' 55" E 251.11 feet);
thence S 56° 38' 59" W 242.57 feet;
thence S 85° 30' 00" W 151.00 feet;
thence N 64° 55' 00" W 182 00 feet;
thence S 35° 48' 02" E 104.45 feet;
thence S 12° 17' 39" E 143.72 feet;
thence S 29° 02' 17" E 124 52 feet;
thence S 14° 29' 41" E 55.47 feet to the point of beginning

PROPERTY DESCRIPTION - RANCH CABINS PHASE V

A tract of land containing 2.88 acres lying in the NW 1/4 of Section 32, T 19 S, R 11 E, W. M. Deschutes County, Oregon, described as follows: Commencing at the southeast corner of Section 32; thence S 89° 10' 19" W 2652.33 feet to the south 1/4 corner of said section; thence N 14° 52' 37" W 3470.52 feet to the point of beginning marked by a 5/8' iron rod;

thence N 76° 39' 30" W 633.84 feet;
thence N 54° 48' 26" E 223.64 feet;
thence N 49° 19' 4" E 80.63 feet;
thence N 64° 36' 02" E 62.90 feet;
thence N. 48° 33' 06" E 97.39 feet;
thence S 67° 46' 45" E 83.15 feet;
thence S 35° 48' 02" E 104.45 feet;
thence S 12° 17' 39" E 143.72 feet;
thence S 29° 2' 17" E 124.52 feet;
thence S 14° 29' 41" E 55.47 feet to the point of beginning.

PROPERTY DESCRIPTION - A PORTION OF LAND DEEDED TO SUNRIVER UTILITIES IN PHASE V OF THE RANCH CABINS

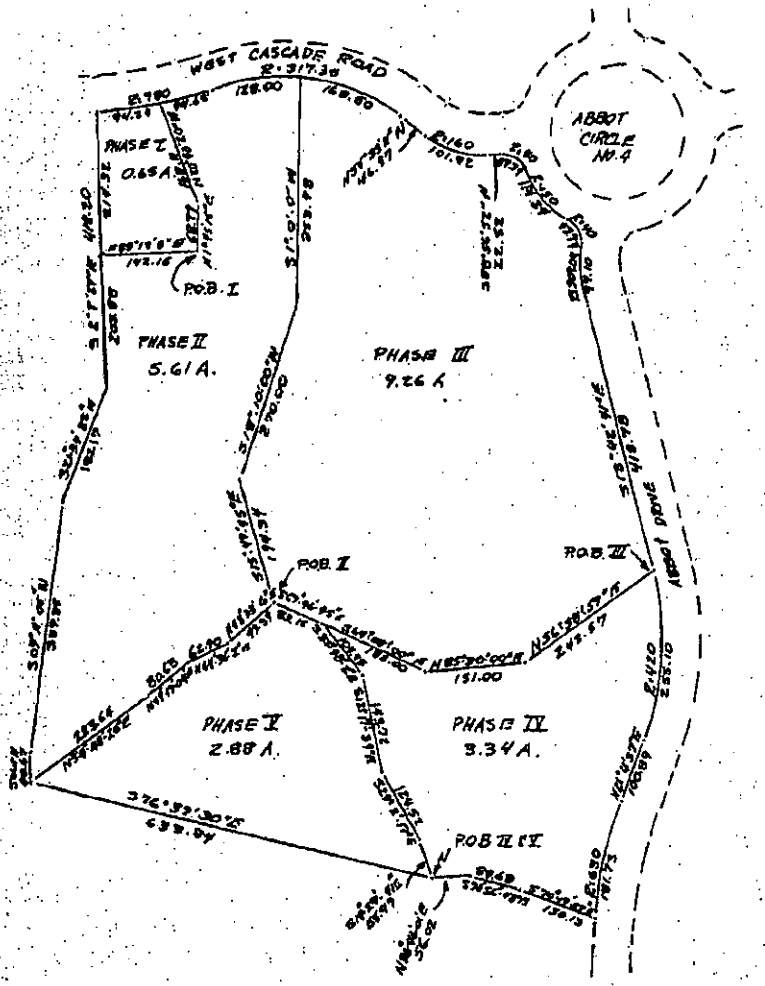
A tract of land containing 0.94 acres lying in the NW 1/4 of Section 32, T 19 S, R 11 E, W. M., Deschutes County, Oregon, described as follows: Commencing at the southeast corner of Section 32; thence S 89° 10' 19" W 2652.33 feet to the south 1/4 corner of said section; thence N 14° 52' 37" W 3470.52 feet to the point of beginning marked by a 5/8" iron rod;

thence N 76° 39' 30" W 343.04 feet to a point on the west line of that tract of land described in Book 168, Page 622, Deschutes County Deed Records;
thence N 19° 5' 12" E along the west line of said tract 155.82 feet to a 1/2" iron rod such point being the northwest corner of said tract;
thence S 70° 53' 48" E along the north line of said tract 226.76 feet;
thence S 29° 2' 17" E 112.66 feet;
thence S 14° 29' 41" E 55.47 feet to the point of beginning.

44

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record this 9 day of Aug A.D. 1972 at 3:23 o'clock P M., and recorded in Book 189 on Page 153 Records of Deeds
INDEX
ROSEMARY PATTERSON
County Clerk
By Denise Lenhallow Deputy

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POINTS OF BEGINNING FROM SOUTH ¼ CORNER
SECTION 32 T19S R11E W.M. TO:

PHASE I	N 16°17'05" W	4484.68 FEET
PHASE II	N 16°43'40" W	3940.08 FEET
PHASE III	N 8°3'12" W	3847.89 FEET
PHASES IV & V	N 14°52'37" W	3470.52 FEET

SCALE
1" = 200

SUNRIVER PROPERTIES, INC.

Legal description for:

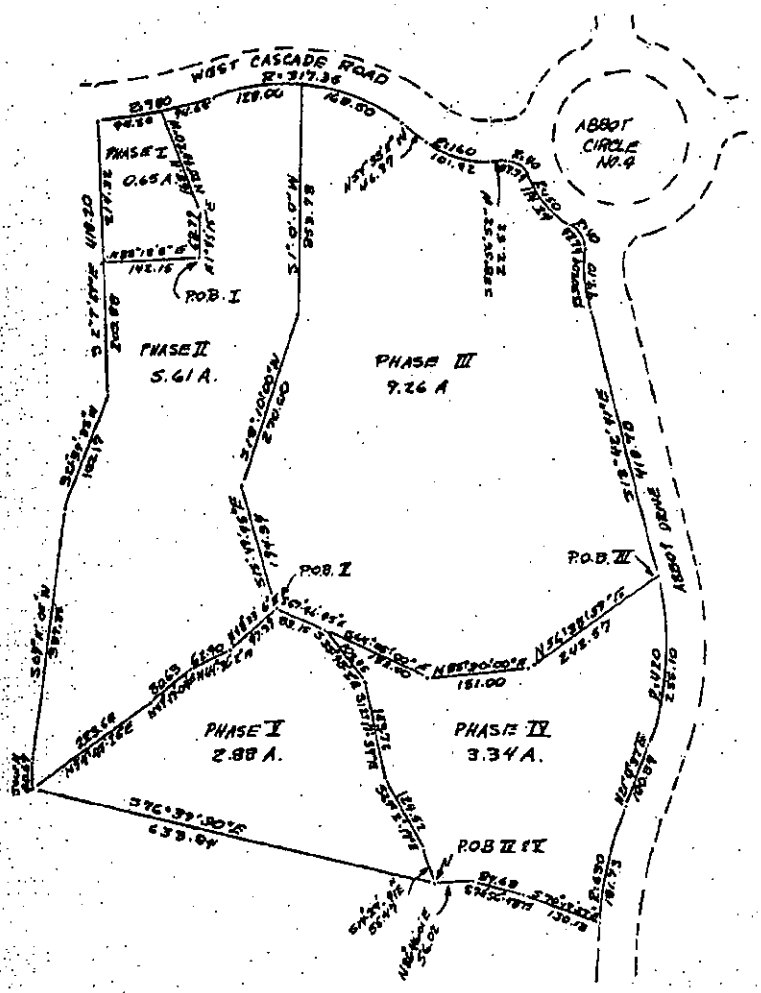
RANCH CABINS

NW¼ SECTION 32 T19S R11E W.M.
DESCHUTES COUNTY OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JULY 17, 1970
RICHARD L. BRYANT
920

Drawn 8-12-71 2cp

McCullough, Bryant & Assoc. Sunriver, Oregon



POINTS OF BEGINNING FROM SOUTH ¼ CORNER SECTION 32 T19S R11E W.M. TO:

PHASE I	N 16°-17'-05" W	4484.68 FEET
PHASE II	N 16°-43'-40" W	3940.08 FEET
PHASE III	N 8°-3'-12" W	3847.89 FEET
PHASES IV & V	N 14°-52'-37" W	3470.52 FEET

SCALE
1" = 200

SUNRIVER PROPERTIES, INC.

Legal description for:

RANCH CABINS

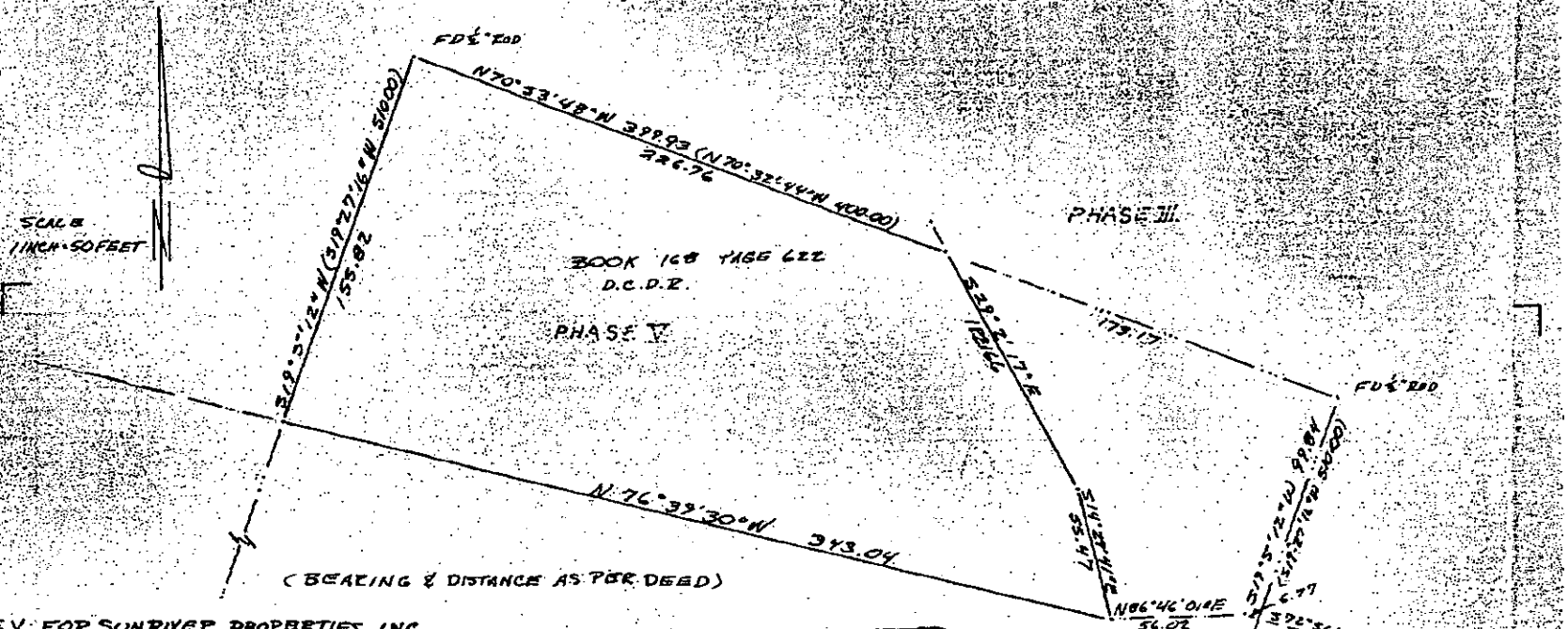
NW¼ SECTION 32 T19S R11E W.M.
DESCHUTES COUNTY OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 17, 1970
RICHARD L. BRYANT
920

Drawn 8-22-72 RLB

McCullough, Bryant & Assoc. Sunriver, Oregon

VOL 189 PAGE 161



SURVEY: FOR SUNRIVER PROPERTIES INC

PROPERTY DEEDED TO SUNRIVER UTILITIES CO.
LYING IN PHASE V OF RANCH CABIN CONDOMINIUM
DEVELOPMENT

NW¼ Section 32 T19S R11E W.M.
Deschutes County, Oregon

August 22, 1972

Drawn By Z.L.B

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 17, 1972
RICHARD L. BRYANT
920

McCullough Bryant & Assoc. Surveyors, Oregon

3C

4585 VOL 191 PAGE 843

AMENDMENT TO SUNRIVER DECLARATION ESTABLISHING RANCH CABINS AND ANNEXING RANCH CABINS TO MOUNTAIN VILLAGE

By instrument entitled "Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village," dated April 12, 1972 and recorded on April 14, 1972, in Volume 183 of the Records of Deeds of Deschutes County, Oregon at Page 805, and as amended by instrument recorded August 9, 1972, in Volume 187, of the Deed of Records of Deschutes County, Oregon at Page 242, and as amended by instrument recorded October 9, 1972 in Volume 189 of the Deed of Records of Deschutes County, Oregon at Page 153, SUNRIVER PROPERTIES, INC., an Oregon corporation, "the Developer," established an area within Sunriver to be known as Ranch Cabins and annexed such area to Mountain Village.

Pursuant to Section 9.1 of that declaration, Developer now wishes to amend such declaration for the purpose of revising the legal description denoted in Section 10 of said declaration.

NOW, THEREFORE, Developer does declare and provide that the above-described Declaration as amended shall be further amended by deleting Section 10 therein and substituting in lieu thereof the Section 10 attached to this amendment.

IN WITNESS WHEREOF, Sunriver Properties, Inc. has executed this amendment of declaration this day of January, 1973.

SUNRIVER PROPERTIES, INC.

Charles D. Allis
President

ATTEST:

By

STATE OF OREGON)
) ss.
County of Deschutes)

On this 15th day of January, 1973, personally appeared before me CHARLES D. ALLIS, who, being duly sworn, did say that he is the President of SUNRIVER PROPERTIES, INC., and that the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

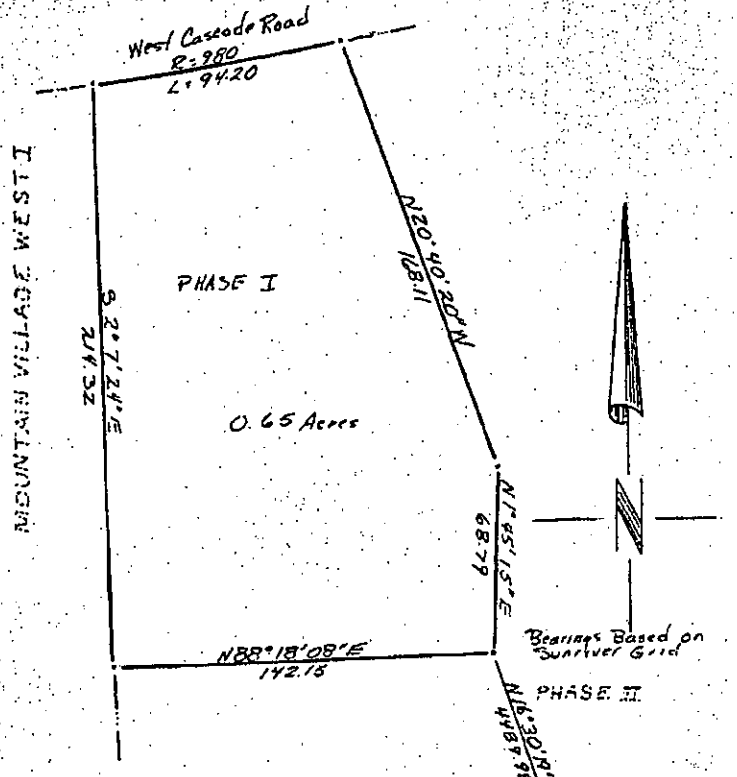
Notary Public for Oregon
My commission expires: 2/4/75

December 15, 1972

REVISED PROPERTY DESCRIPTION RANCH CABINS PHASE I

A tract of land containing 0.65 acres lying in the NW 1/4 of section 32, T19S, R11E, W.M., Deschutes County, Oregon, described as follows: Commencing at the southeast corner of said Section 32; thence S 89-10-11 W 2652.33 feet to the south 1/4 corner of said section; thence N 16-30-19 W 4489.98 feet to the point of beginning marked by a 5/8" iron rod;

thence N 1-45-15 E 68.79 feet;
thence N 20-40-20 W 168.11 feet to the southerly right of way of a 60 foot private road known as West Cascade Road as described in the plat of Mountain Village West I;
thence along the southerly right of way of said road around a 980 foot radius curve to the right 94.20 feet (long chord bears S 80-10-12 W 94.17 feet) to the easterly boundary of Mountain Village West I;
thence S 2-7-24 E along the easterly boundary of said plat 214.32 feet;
thence N 88-18-8 E 142.15 feet to the point of beginning.



SUNRIVER PROPERTIES INC.
REVISED DESCRIPTION OF
RANCH CABINS PHASE I

NW¼ Section 32 T19S R11E W.M.
Deschutes County, Oregon
December 15, 1972
Scale 1 inch = 60 Feet

REGISTERED
PROFESSIONAL
LAND SURVEYOR

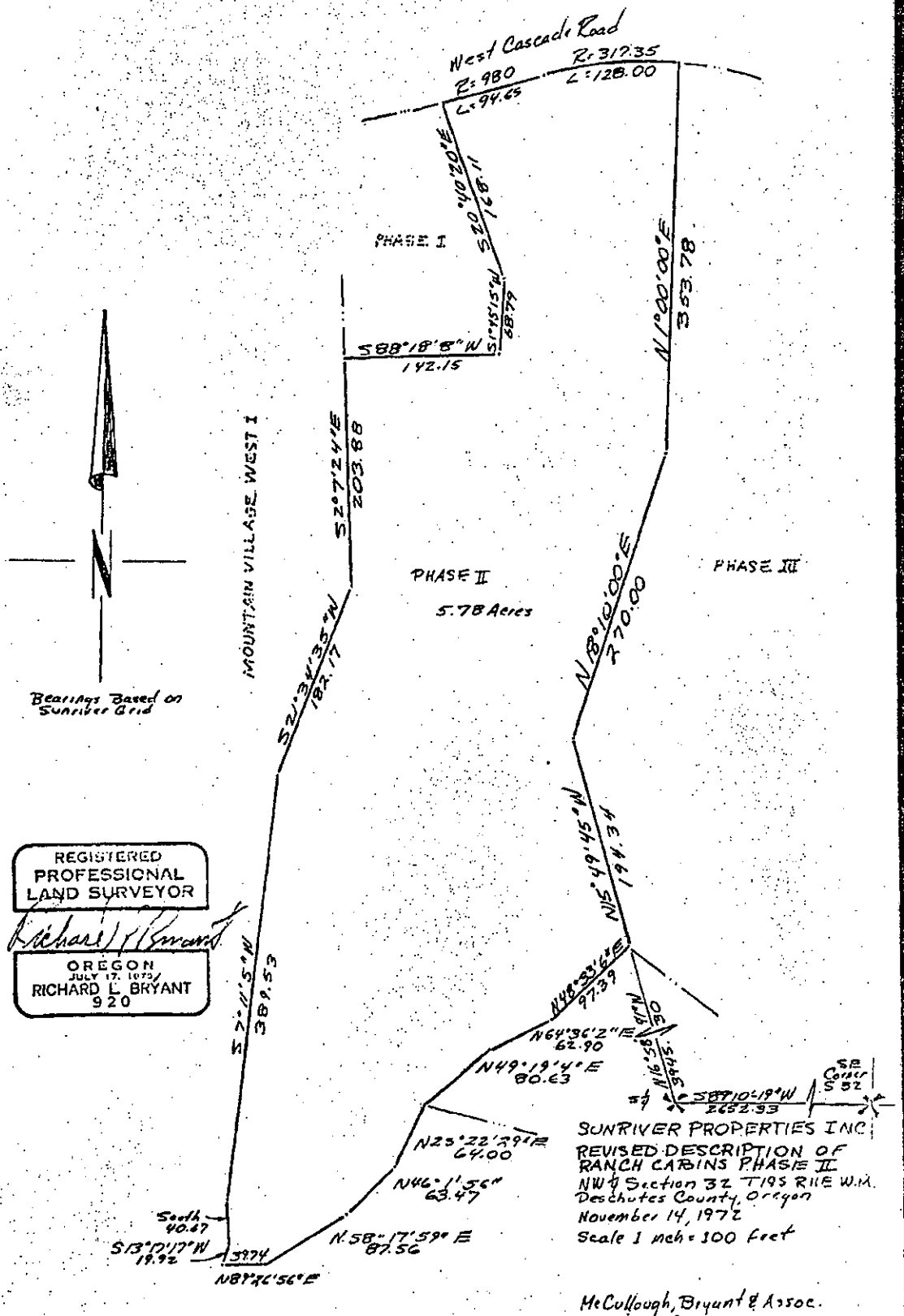
OREGON
RICHARD [illegible]

McCullough, Bryant & Assoc
Sunriver, Oregon

REVISED DESCRIPTION - RANCH CABINS PHASE II VOL 191 PAGE 846

A tract of land containing 5.78 acres lying in the NW 1/4 Section 32, T19S, R11E, W.M., Deschutes County, Oregon; described as follows: Commencing at the southeast corner of said Section 32; thence S 89-10-19 W 2652.33 feet to the south 1/4 corner of said section; thence N 16-58-41 W 3985.30 feet to the point of beginning marked by a 1/2" iron rod;

thence N 15-49-45 W 194.34 feet;
thence N 18-10-00 E 270.00 feet;
thence N 1-00-00 E 353.78 feet to the southerly right of way of a 60 foot private road known as West Cascade Road as platted in Mountain Village West I;
thence westerly along the south right of way of said road around a 317.35 foot radius curve to the left 128.00 feet (long chord bears S 83-25-12 W 127.14 feet);
thence around a 980 foot radius curve to the right 94.65 feet (long chord bears S 74-38-55 W 94.62 feet);
thence S 20-40-20 E 168.11 feet;
thence S 1-45-15 W 68.79 feet;
thence S 88-10-8 W 142.15 feet to the easterly boundary of Mountain Village West I as platted;
thence S 2-07-24 E along the east boundary of Mountain Village West I 203.86 feet;
thence S 21-34-35 W 182.17 feet;
thence S 7-11-5 W 389.35 feet;
thence South 40.67 feet;
thence S 13-17-17 W 19.92 feet;
thence N 89-26-56 E 39.74 feet;
thence N 58-17-59 E 87.56 feet;
thence N 46-01-56 E 63.47 feet;
thence N 25-22-29 E 64.00 feet;
thence N 49-19-04 E 80.63 feet;
thence N 64-36-02 E 62.90 feet;
thence N 48-33-06 E 97.39 feet to the point of beginning.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Richard L Bryant

OREGON
JULY 17, 1973
RICHARD L. BRYANT
920

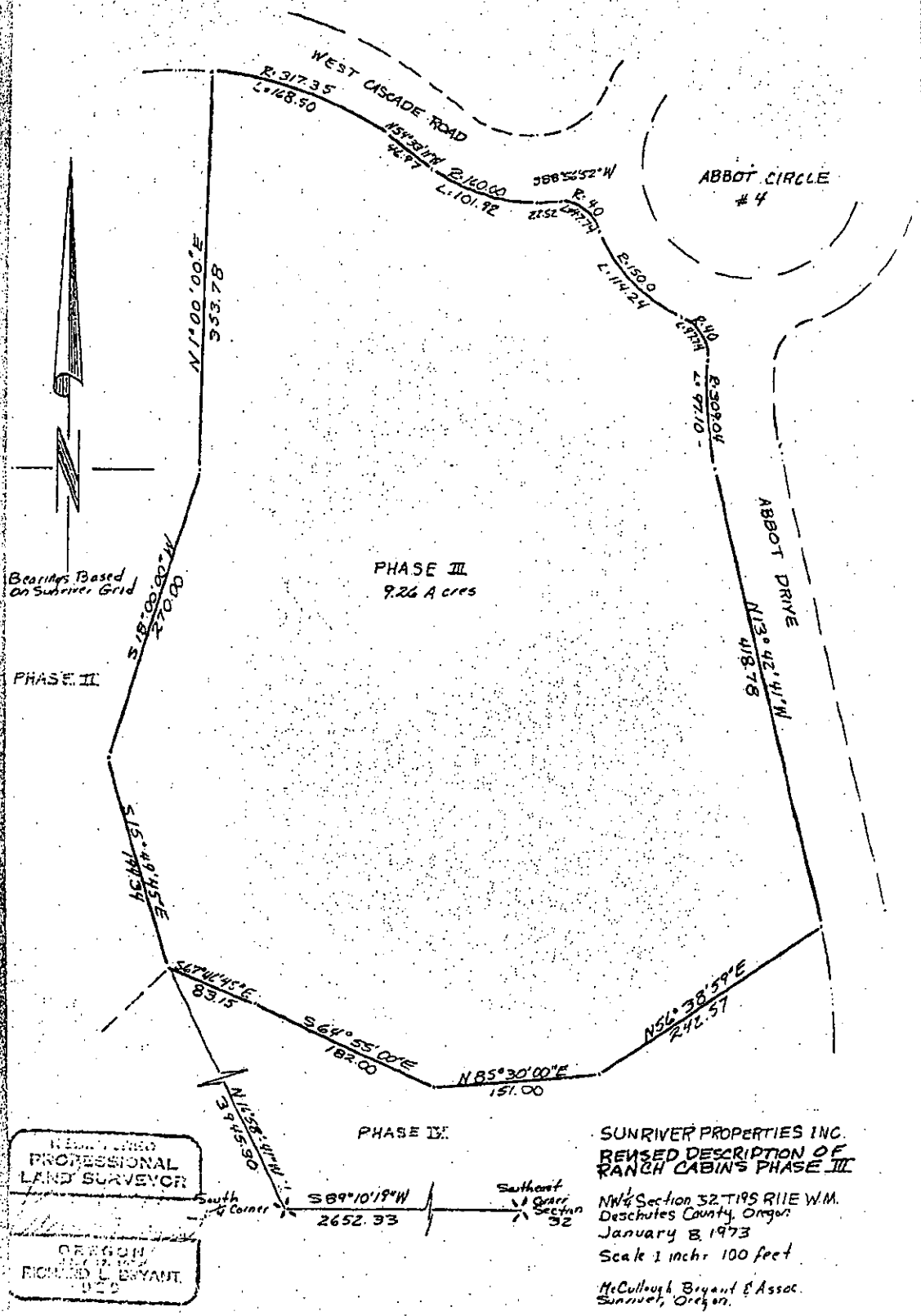
SUNRIVER PROPERTIES INC.
REVISED DESCRIPTION OF
RANCH CABINS PHASE II
NW¼ Section 32 T19S R11E W.M.
Deschutes County, Oregon
November 14, 1972
Scale 1 inch = 100 feet

McCullough, Bryant & Assoc.
Sunriver, Oregon

REVISED DESCRIPTION - RANCH CABINS PHASE III

A tract of land containing 9.26 acres lying in the NW 1/4 of Section 32, T19S, R11E, W.M., Deschutes County, Oregon, described as follows: Commencing at the southeast corner of Section 32; thence S 89-10-19 W 2652.33 feet to the south 1/4 corner of said section; thence N 16-58-41 W 3945.30 feet to the point of beginning marked by a 1/2" iron rod;

thence S 67-46-45 E 83.15 feet;
thence S 64-55-00 E 182.00 feet;
thence N 85-30-00 E 151.00 feet;
thence N 56-36-59 E 242.57 feet to the westerly right of way of Abbot Drive as platted in Mountain Village East I;
thence N 13-42-41 W along the west side of Abbot Drive 418.78 feet;
thence around a 309.04 foot radius curve to the right 97.10 feet (long chord bears N 4-42-38 W 96.70 feet);
thence around a 40 foot radius curve to the left 47.74 feet (long chord bears N 29-53-59 W 44.96 feet);
thence around a 150 foot radius curve to the right 114.24 feet (long chord bears N 44-29-21 W 111.50 feet) to the southerly right of way of a 60 foot roadway known as West Cascade Road as described in the plat of Mountain Village West I;
thence westerly along the southerly right of way of said road around a 40 foot radius curve to the left 47.74 feet (long chord bears N 56-51-46 W 44.96 feet);
thence S 88-56-52 W 22.52 feet;
thence around a 160 foot radius curve to the right 101.92 feet (long chord bears N 72-48-11 W 100.21 feet);
thence N 54-33-11 W 46.97;
thence around a 317.35 foot radius curve left 168.50 feet (long chord bears N 69-43-48 W 166.57 feet);
thence S 1-0-0 W 353.78 feet;
thence S 18-10-00 W 270.00 feet;
thence S 15-49-45 E 194.34 feet to the point of beginning.



PROFESSIONAL LAND SURVEYOR

OREGON
RICHARD L. BRYANT

SUNRIVER PROPERTIES INC.

REVISED DESCRIPTION OF RANCH CABINS PHASE III

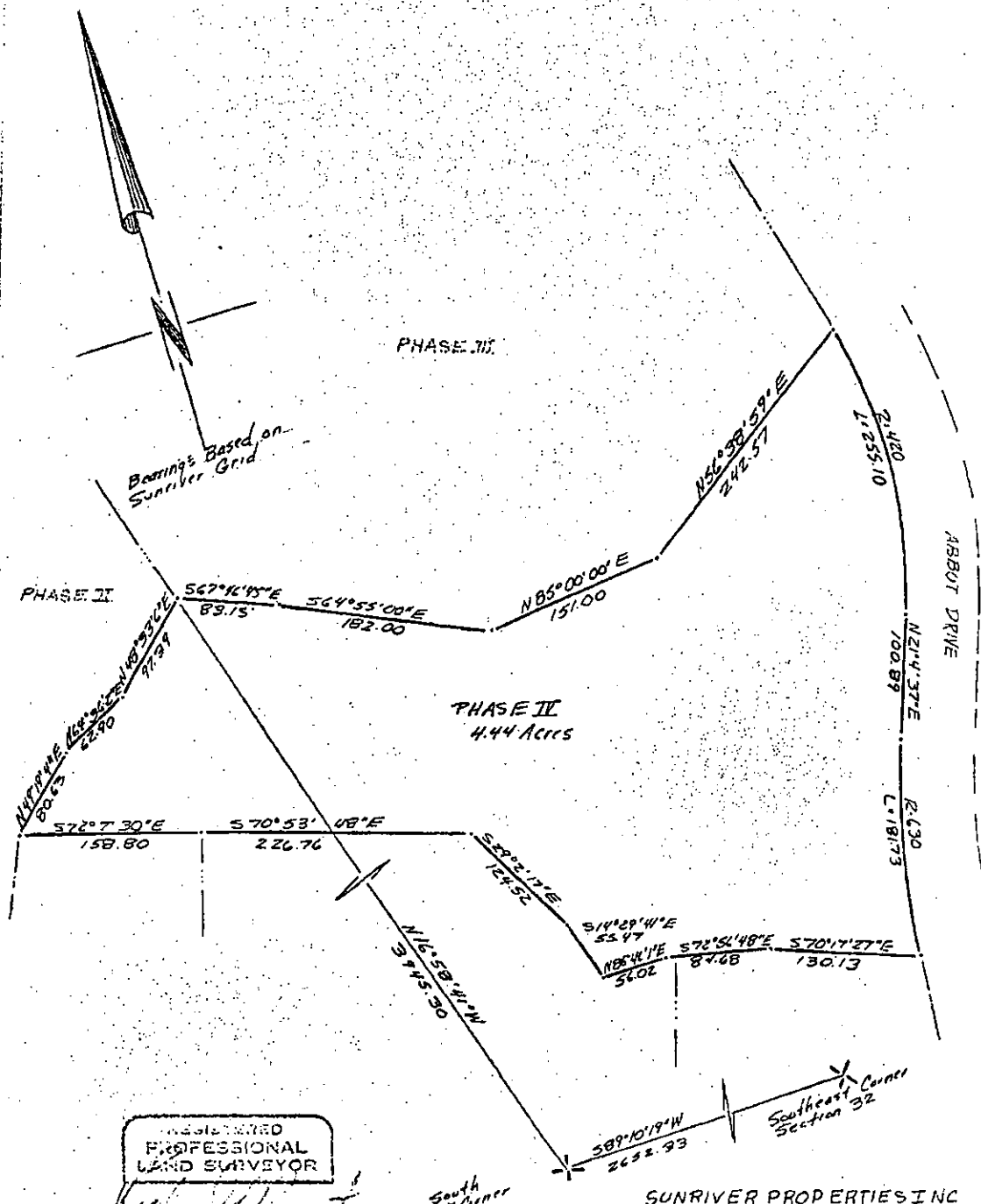
NW¼ Section 32 T19S R11E W.M.
Deschutes County, Oregon
January 8, 1973
Scale 1 inch = 100 feet

McCullough Bryant & Assoc.
Sunriver, Oregon.

REVISED DESCRIPTION - RANCH CABINS PHASE IV

A tract of land containing 4.44 acres lying in the NW 1/4 of Section 32, T19S, R11E, W.M., Deschutes County, Oregon, described as follows: Commencing at the southeast corner of Section 32; thence S 89-10-19 W 2652.33 feet to the south 1/4 corner of said section; thence N 16-58-41 W 3945.30 feet to the point of beginning marked by a 1/2" iron rod;

thence S 48-33-6 W 97.39 feet;
thence S 64-36-2 W 62.90 feet;
thence S 49-19-4 W 80.63 feet;
thence S 72-7-30 E 158.80 feet to the northwest corner of that property described in Book 168 Page 622 Deschutes County Deed Records;
thence S 70-53-48 E along the north side of said property 226.76 feet;
thence S 29-2-17 E 124.52 feet;
thence S 14-29-41 E 55.17 feet;
thence N 86-46-1 E 56.02 feet;
thence S 72-56-48 E 84.68 feet;
thence S 70-17-27 E 130.13 feet to the westerly right of way of Abbot Drive as platted in Mountain Village East I;
thence northerly along the westerly right of way of said road around a 630 foot radius curve right 181.73 feet (long chord bears N 12-48-45 E 181.10 feet);
thence N 21-4-37 E 100.89 feet;
thence around a 420 foot radius curve left 255.10 feet (long chord bears N 3-40-55 E 251.11 feet);
thence S 56-38-59 W 242.57 feet;
thence S 85-30-00 W 151.00 feet;
thence N 64-55-00 W 182.00 feet;
thence N 67-46-45 W 83.15 feet to the point of beginning.



SUNRIVER PROPERTIES INC
REVISED DESCRIPTION OF
RANCH CABINS PHASE IV
NW¼ Section 32 T19S R11E W.M.
Deschutes County, Oregon
January 8, 1973
Scale 1 inch = 100 feet

McCullough, Bryant & Assoc.
Sunriver, Oregon

4585

INDEX

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record at the 16 day of Jan A.D. 1973 at 9:15 o'clock a M., and recorded in Book 191 on Page 843 Records of Deschutes

ROSEMARY PATTERSON
County Clerk

By M. Baptiste Deputy

Return:
Bill Taylor
Sunriver, Ore
Sug. Center
97701

AMENDMENT TO SUNRIVER DECLARATION ESTABLISHING RANCH CABINS AND ANNEXING RANCH CABINS TO MOUNTAIN VILLAGE

By instrument entitled "Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village," recorded April 14, 1972, in Volume 183, Page 805, Deed Records and amended August 9, 1972, in Volume 187, Page 242, Deed Records; October 9, 1972, in Volume 189, Page 153, Deed Records; and January 16, 1973, in Volume 191, Page 843, Deed Records, SUNRIVER PROPERTIES, INC., an Oregon corporation, "the Developer," established an area within Sunriver to be known as Ranch Cabins and annexed such area to Mountain Village.

Pursuant to Section 9.1 of that declaration, Developer now wishes to amend such declaration and amendments for the purpose of correcting the erroneous legal description denoted in Section 10 of said declaration.

NOW, THEREFORE, Developer does declare and provide that the above-described declaration shall be amended by deleting Section 10 therein and substituting in lieu thereof the Section 10 attached to this amendment.

IN WITNESS WHEREOF, Sunriver Properties, Inc., has executed this amendment of declaration this 13th day of February, 1973.

SUNRIVER PROPERTIES, INC.

Charles D. Allis

Charles D. Allis, President

ATTEST:

BY: William G. Taylor

William G. Taylor, Asst. Secy.

STATE OF OREGON
County of Deschutes

On this 13th day of February, 1973, personally appeared before me CHARLES D. ALLIS, who, being duly sworn, did say that he is the President of SUNRIVER PROPERTIES, INC., and that the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me: Noel A. Hannigan

Notary Public for the State of Oregon
My commission expires: 12/14/75

December 15, 1972

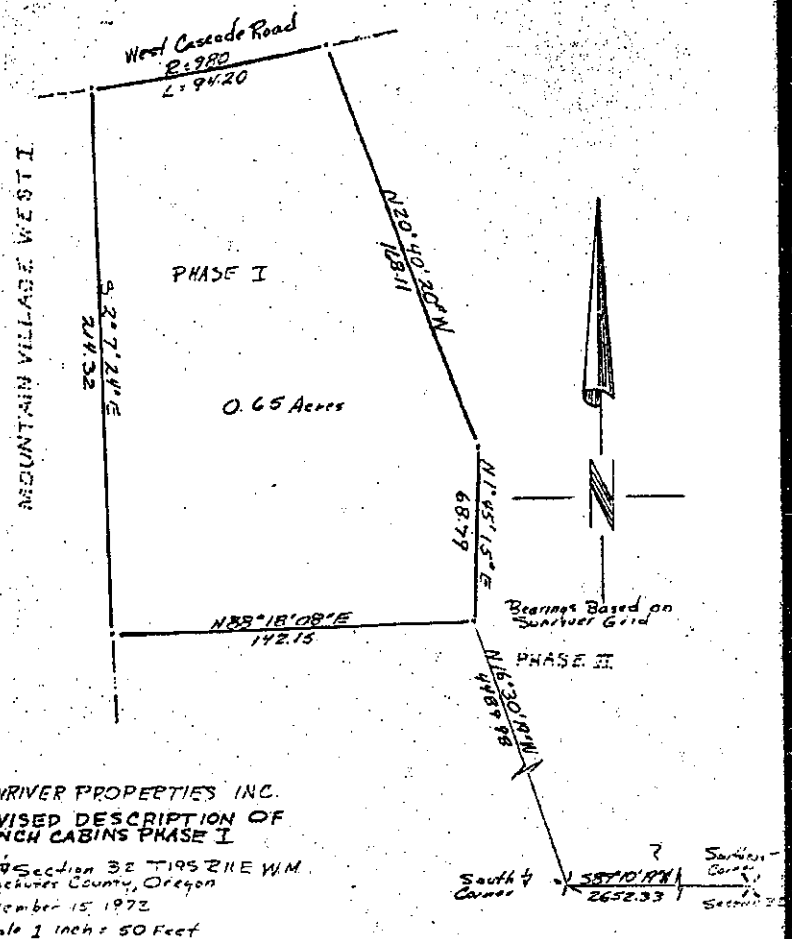
VOL 192 PAGE 5611

REVISED PROPERTY DESCRIPTION RANCH CABINS PHASE I

A tract of land containing 0.65 acres lying in the NW 1/4 of section 32, T19S, R11E, W.M., Deschutes County, Oregon, described as follows: Commencing at the southeast corner of said Section 32; thence S 89-10-19 W 2652.33 feet to the south 1/4 corner of said section; thence N 16-30-19 W 4489.98 feet to the point of beginning marked by a 5/8" iron rod;

thence N 1-45-15 E 68.79 feet;
thence N 20-40-20 W 168.11 feet to the southerly right of way of a 60 foot private road known as West Cascade Road as described in the plat of Mountain Village West I;
thence along the southerly right of way of said road around a 980 foot radius curve to the right 94.20 feet (long chord bears S 80-10-12 W 94.17 feet) to the easterly boundary of Mountain Village West I;
thence S 2-7-24 E along the easterly boundery of said plat 214.32 feet;
thence N 88-18-9 E 142.15 feet to the point of beginning.

2-19-73

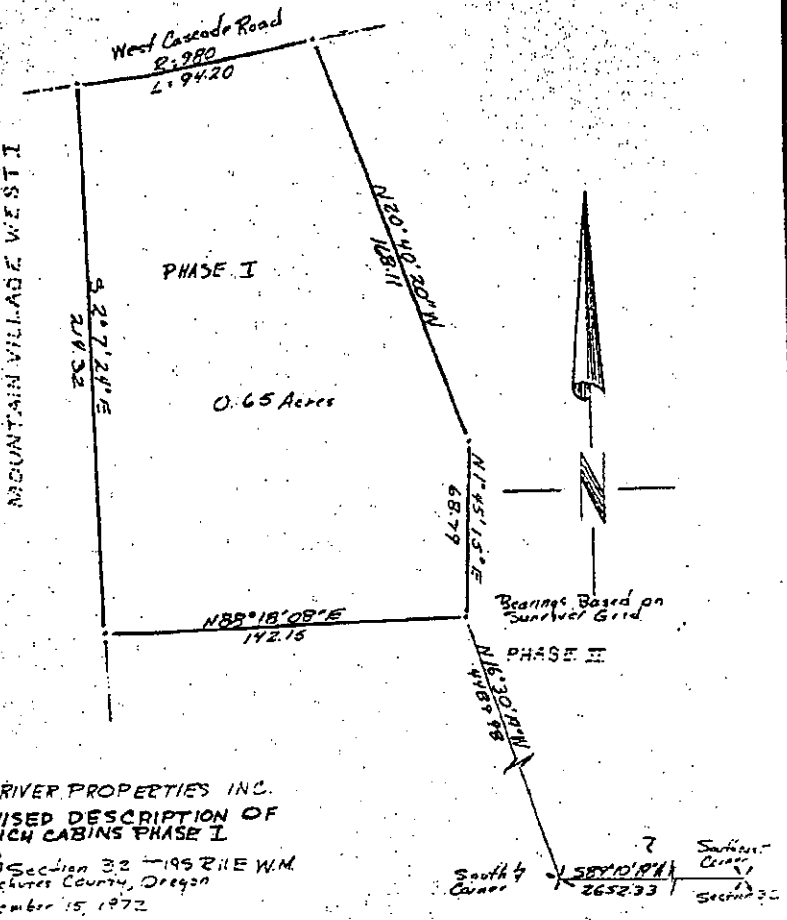


SUNRIVER PROPERTIES INC.
REVISED DESCRIPTION OF
RANCH CABINS PHASE I

NW¼ Section 32 T19S R11E W.M.
Deschutes County, Oregon
December 15 1972
Scale 1 inch = 50 Feet

McCullough Bryant & Assoc.
Sunriver, Oregon

2/9/73



SUNRIVER PROPERTIES INC.
REVISED DESCRIPTION OF
RANCH CABINS PHASE I

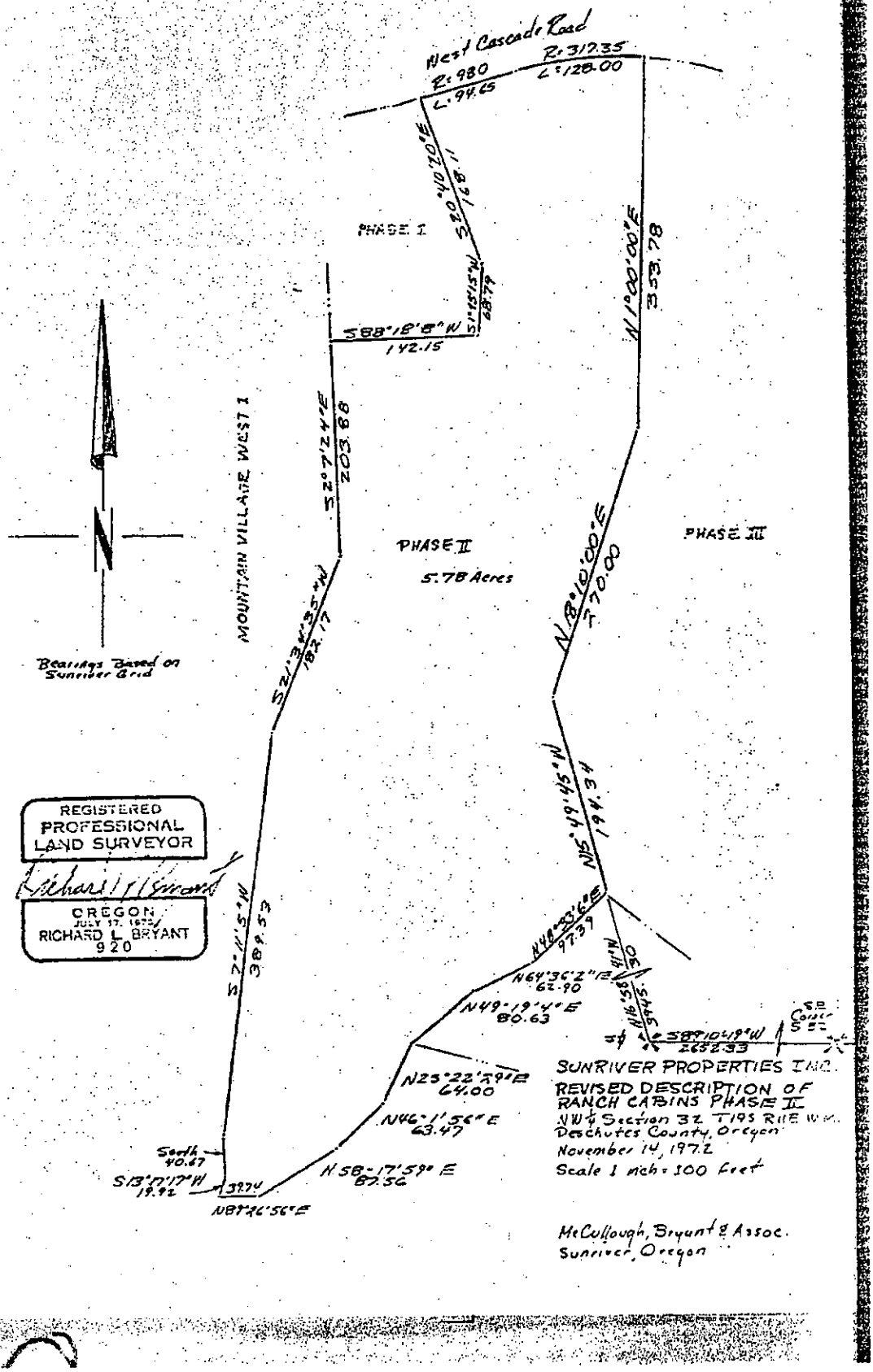
NW¼ Section 32 — 19S R11E W.M.
Deschutes County, Oregon
December 15, 1972
Scale 1 inch = 50 Feet

McCullough Bryant & Assoc.
Sunriver, Oregon

REVISED DESCRIPTION - RANCH CABINS PHASE II

A tract of land containing 5.70 acres lying in the NW 1/4 Section 32, T19S, R11E, W.M., Deschutes County, Oregon; described as follows: Commencing at the southeast corner of said Section 32; thence S 89-10-19 W 2652.23 feet to the south 1/4 corner of said section; thence N 16-58-41 W 3915.30 feet to the point of beginning marked by a 1/2" iron rod;

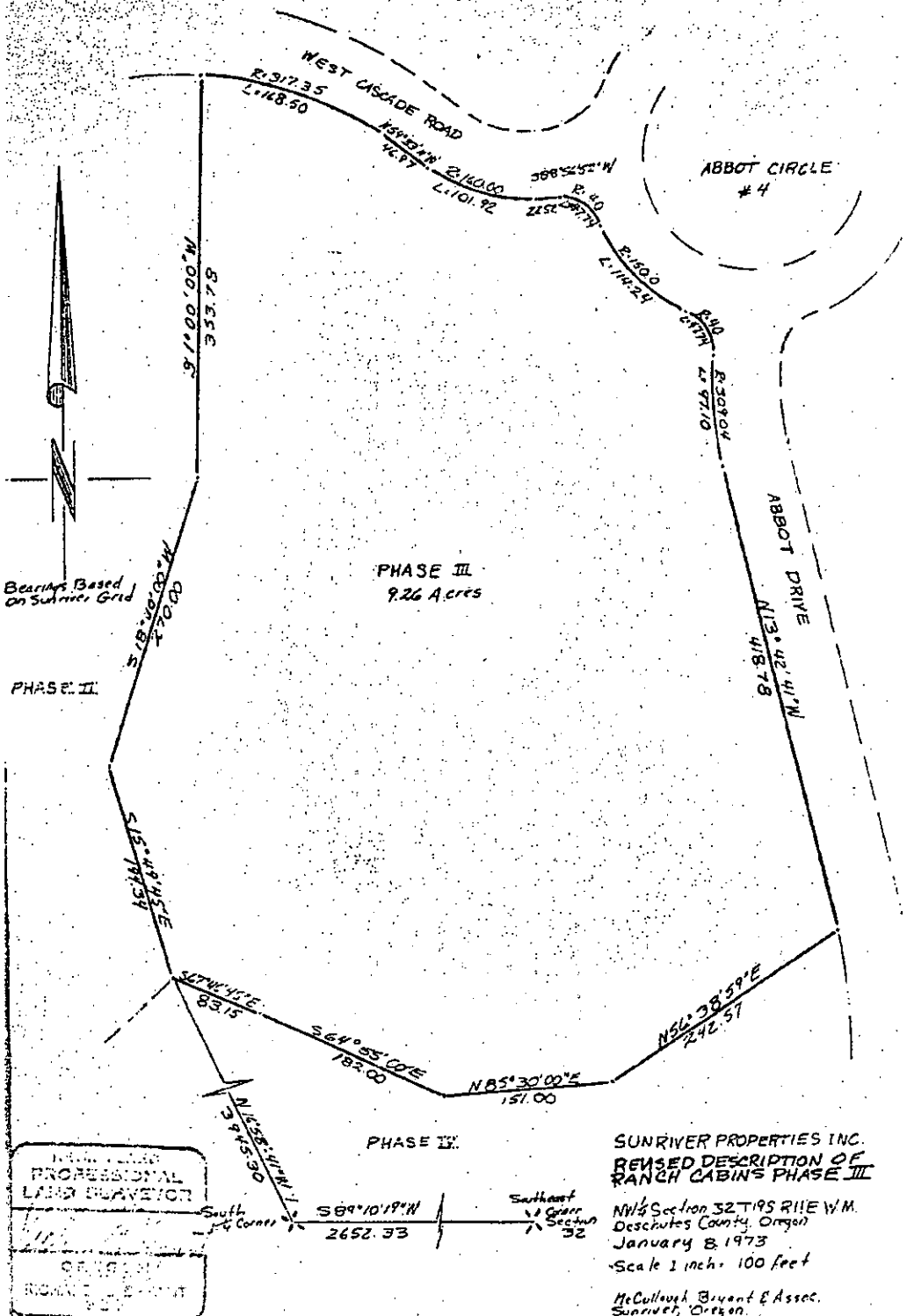
thence N 15-49-45 W 194.14 feet;
thence N 18-10-00 E 270.00 feet;
thence N 1-00-00 E 353.78 feet to the southerly right of way of a 60 foot private road known as West Cascade Road as platted in Mountain Village West I;
thence westerly along the south right of way of said road around a 317.35 foot radius curve to the left 128.00 feet (long chord bears S 83-25-12 W 127.14 feet);
thence around a 900 foot radius curve to the right 94.65 feet (long chord bears S 74-38-55 W 94.62 feet);
thence S 20-40-20 E 168.11 feet;
thence S 1-55-15 W 68.79 feet;
thence S 68-18-3[illegible] W 182.15 feet to the easterly boundary of Mountain Village West I as platted;
thence S 2-07-24 E along the east boundary of Mountain Village West I 203.[illegible] feet;
thence S 21-34-35 W 182.17 feet;
thence S 7-11-5[illegible] 389.35 feet;
thence South 40.67 feet;
thence S 13-17-17 W 19.92 feet;
thence N 89-26-56 E 39.74 feet;
thence N 58-17-59 E 87.56 feet;
thence N 46-01-56 E 63.47 feet;
thence N 35-23-29 E 64.00 feet;
thence N 49-19-04 E 60.63 feet;
thence N 64-36-02 E 62.90 feet;
thence N 48-33-06 E 97.39 feet to the point of beginning.


West Cascade Road
R=980
L=94.65
R=317.35
L=128.00
S20°40'20"E
168.11
PHASE I
S51°15'15"W
68.74
S88°18'8"W
142.15
N1°20'00"E
353.78
S2°7'12"E
203.88
PHASE II
5.78 Acres
PHASE III
MOUNTAIN VILLAGE WEST I
S27°34'35"W
182.17
N18°10'00"E
170.00
Bearings Based on Sunriver Grid
N15°19'15"W
194.31
REGISTERED PROFESSIONAL LAND SURVEYOR
Richard L Bryant
OREGON JULY 17, 1972 RICHARD L. BRYANT 920
S7°41'5"W
389.53
N49°55'E
97.39
N64°36'2"12
62.90
N49°19'4"E
80.63
S88°10'49"W
2632.33
SB Corner Sec.
N23°22'29"E
64.00
N46°1'56"E
63.47
South 40.67
S13°17'17"W
19.92
N58°17'59"E
82.56
N89°26'56"E
SUNRIVER PROPERTIES INC.
REVISED DESCRIPTION OF RANCH CABINS PHASE II
NW¼ Section 32 T19S R11E W.M.
Deschutes County, Oregon
November 14, 1972
Scale 1 inch = 100 Feet
McCullough, Bryant & Assoc.
Sunriver, Oregon

REVISED DESCRIPTION - RANCH CABINS PHASE III

A tract of land containing 9.26 acres lying in the NW 1/4 of Section 32, T19S, R11E, W.M., Deschutes County, Oregon, described as follows: Commencing at the southeast corner of Section 32; thence S 89-10-19 W 2652.33 feet to the south 1/4 corner of said section; thence N 16-55-11 W 3945.30 feet to the point of beginning marked by a 1/2" iron rod;

thence S 67-46-45 E 63.15 feet;
thence S 64-55-00 E 198.00 feet;
thence N 85-30-00 E 151.00 feet;
thence N 56-30-59 E 242.57 feet to the westerly right of way of Abbot Drive as platted in Mountain Village East I;
thence N 13-42-41 W along the west side of Abbot Drive 418.76 feet;
thence around a 309.04 foot radius curve to the right 97.10 feet (long chord bears N 4-42-38 W 96.70 feet);
thence around a 40 foot radius curve to the left 47.74 feet (long chord bears N 29-53-59 W 44.96 feet);
thence around a 150 foot radius curve to the right 114.24 feet (long chord bears N 44-29-21 W 111.50 feet) to the southerly right of way of a 60 foot roadway known as West Cascade Road as described in the plat of Mountain Village West I;
thence westerly along the southerly right of way of said road around a 40 foot radius curve to the left 47.74 feet (long chord bears N 56-51-46 W 44.96 feet);
thence S 88-56-52 W 22.52 feet;
thence around a 160 foot radius curve to the right 101.92 feet (long chord bears N 72-48-11 W 100.21 feet);
thence N 54-33-11 W 46.97;
thence around a 317.35 foot radius curve left 168.50 feet (long chord bears N 69-43-48 W 166.57 feet);
thence S 1-0-0 W 353.78 feet;
thence S 18-10-00 W 270.00 feet;
thence S 15-49-45 E 194.34 feet to the point of beginning.



REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON

SUNRIVER PROPERTIES INC.

REVISED DESCRIPTION OF RANCH CABINS PHASE III

NW¼ Section 32 T19S R11E W.M.
Deschutes County, Oregon
January 8, 1973
Scale 1 inch = 100 feet

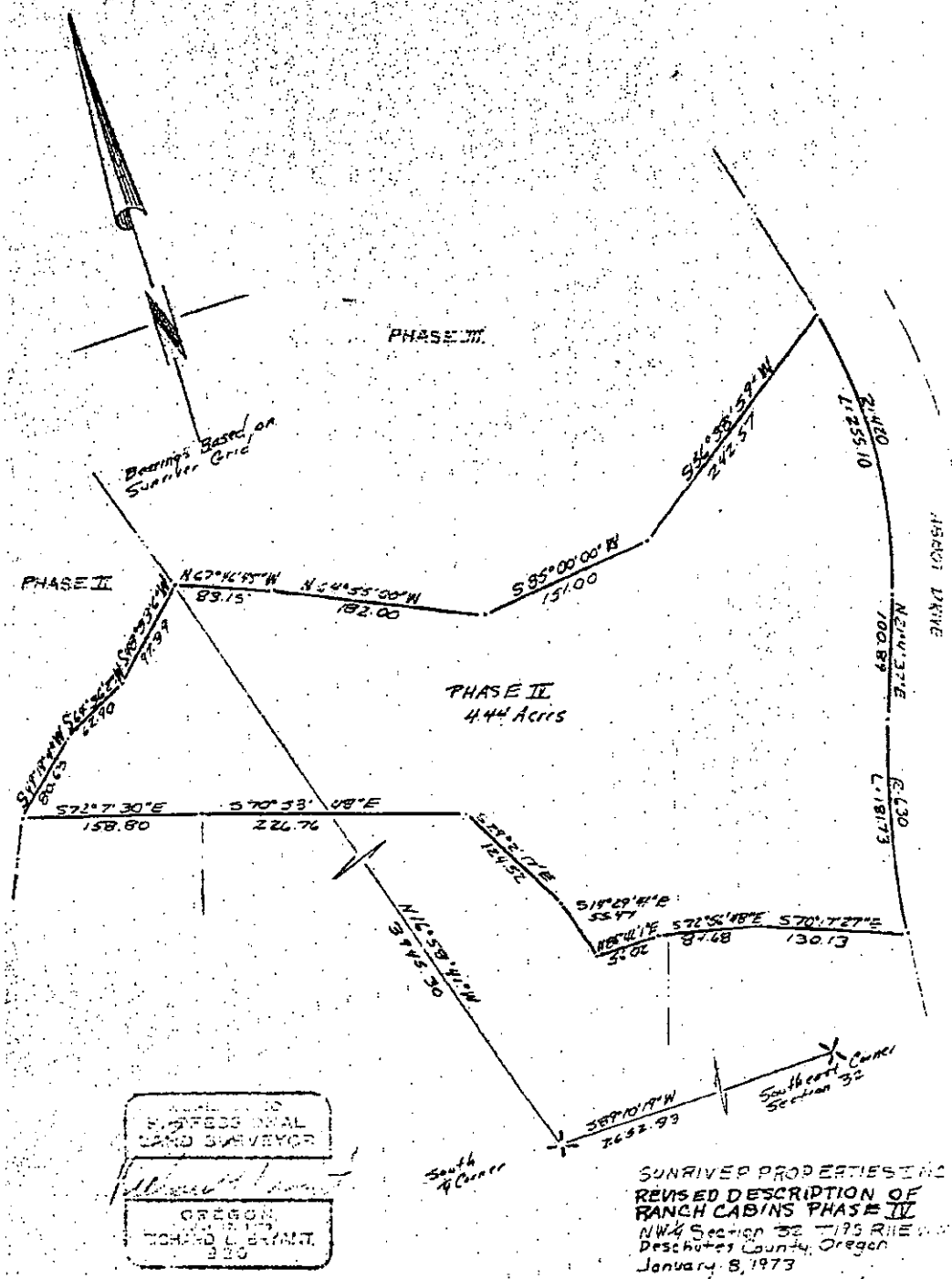
McCullough, Bryant & Assoc.
Sunriver, Oregon.

REVISED DESCRIPTION - RANCH CABINS PHASE IV

A tract of land containing 4.44 acres lying in the NW 1/4 of Section 32, T19S, R11E, W.M., Deschutes County, Oregon, described as follows: Commencing at the southeast corner of Section 32; thence S 89-10-19 W 2652.33 feet to the south 1/4 corner of said section; thence N 16-56-41 W 3945.30 feet to the point of beginning marked by a 1/2" iron rod;

thence S 48-33-6 W 97.39 feet;
thence S 64-36-2 W 62.90 feet;
thence S 49-19-4 W 50.63 feet;
thence S 72-7-30 E 150.80 feet to the northwest corner of that property described in Book 168 Page 622 Deschutes County Deed Records;
thence S 70-53-48 E along the north side of said property 226.76 feet;
thence S 29-2-17 E 124.52 feet;
thence S 14-29-41 E 55.47 feet;
thence N 86-46-1 E 56.02 feet;
thence S 72-56-46 E 84.68 feet;
thence S 70-17-27 E 130.13 feet to the westerly right of way of Abbot Drive as platted in Mountain Village East I;
thence northerly along the westerly right of way of said road around a 630 foot radius curve right 181.73 feet (long chord bears N 12-48-45 E 181.10 feet);
thence N 21-4-37 E 100.89 feet;
thence around a 420 foot radius curve left 255.10 feet (long chord bears N 3-40-55 E 251.11 feet);
thence S 56-34-52 W 242.37 feet;
thence S 85-30-00 W 151.00 feet;
thence N 64-55-00 W 182.00 feet;
thence N 67-46-45 W 83.15 feet to the point of beginning.

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REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 10, 1973
RICHARD L. BRYANT
930

SUNRIVER PROPERTIES INC
REVISED DESCRIPTION OF
RANCH CABINS PHASE III
NW¼ Section 32 T19S R11E W.M.
Deschutes County, Oregon
January 8, 1973
Scale 1 inch = 100 Feet

McCullough, Bryant & Assoc
Sunriver, Oregon

5903

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record
this 14 day of July A.D. 1972
at 928 o'clock A M., and recorded
in Book M72 on Page 559 Records
of Deeds INDEX
ROSEMARY PATTERSON
County Clerk
By Louise Lindbloom Deputy

3E

4902 VOL 236 PAGE 939

AMENDMENT TO DECLARATION ESTABLISHING RANCH CABINS AND ANNEXING RANCH CABINS TO MOUNTAIN VILLAGE (AND SUPPLEMENTAL DECLARATIONS AMENDING DECLARATION ESTABLISHING RANCH CABINS AND ANNEXING RANCH CABINS TO MOUNTAIN VILLAGE):

ON April 14, 1972, a Declaration Submitting Ranch Cabins to Oregon Unit Ownership Law was recorded in Volume 183 of the Records of Deeds of Deschutes County, Oregon, at Page 805 (and amendments recorded as follows: August 9, 1972 Volume 187, Page 242; October 9, 1972, Volume 189, Page 153; January 16, 1973, Volume 191, Page 843, February 14, 1973, Volume 192, Page 559). In accordance with the provisions of ORS 91.635(2) the Association of Unit Owners of Ranch Cabins wishes to designate a person other than the one named in the Declaration(s) to receive service of process in cases provided in ORS 91.635(1).

NOW, THEREFORE, the above-described Declaration(s) is (are) hereby amended to designate CHARLES P. HANSON, whose place of business within Deschutes County, Oregon, is Sunriver, Oregon 97701, as the person to receive service of process in cases provided in subsection (1) of ORS 91.635.

ASSOCIATION OF UNIT OWNERS OF RANCH CABINS

By _____ Chairman

By _____ Secretary

CERTIFICATION

WE, being the duly elected Chairman and Secretary of the Association of Unit Owners of Ranch Cabins, do hereby certify that the person named in the within amendment was so designated by resolution duly adopted by the Association of Unit Owners of Ranch Cabins.

Chairman

Secretary

STATE OF OREGON)
) ss.
County of JACKSON)

On this 9th day of August, 19 76, personally appeared the above-named John W. Gilsdorf and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: MY COMMISSION EXPIRES JAN. 13, 1978

STATE OF OREGON)
) ss.
County of Wash.)

On this 16th day of August, 19 76, personally appeared the above-named Darrelyn Holzgang and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires. 10-22-79

4902

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 7 day of Sept A D 19 76 at 11:50 o'clock A M., and recorded in Book 236 on Page 929 Records of Deschutes County

ROSEMARY PATTERSON
County Clerk

By Leslie Dietz Deputy

Bob Bowers
Sun Buick Inc.
Sun River 97701

S711

VOL. 194 PAGE 108

DEED OF TRUST

DATED: As of March 1, 1973

SUNRIVER PROPERTIES, INC., an Oregon corporation, whose address is Sunriver, Oregon 99701. — Grantor

SUNRIVER LANDS, INC., an Oregon corporation, whose address is Sunriver, Oregon 99701. — Trustee

Grantor does hereby grant, assign and transfer to Trustee that certain real property in Deschutes County, Oregon more particularly described on the attached Exhibit A, in trust for the following purposes:

1. Trustee shall reconvey the property or any portion thereof to Grantor at Grantor's request.

2. Trustee shall lease the property to Grantor on such terms as Grantor may prescribe.

3. Trustee shall sell and convey the property or any portion thereof to such third parties and on such terms as Grantor may prescribe.

4. Trustee shall pay over to Grantor any rents, issues, profits and the proceeds of any sale of the property or any parcel thereof when and as the same are paid to Trustee, less costs incurred by Trustee in maintaining the property or in performing its obligations herein.

No consideration has been paid for this transfer.

SUNRIVER PROPERTIES, INC.
an Oregon corporation

By C D Allis
Grantor

STATE OF OREGON)
) ss.
County of Deschutes)

On this 6th day of April, 1973 personally appeared Charles D. Allis, who, being sworn, stated that he is the President of SUNRIVER PROPERTIES, INC. and that the seal affixed hereto is its seal and that this deed was voluntarily signed and sealed in behalf of the corporation by authority of its board of directors.

Before me:

Notary Public for Oregon
My commission expires: 8-2-75

EXHIBIT A

Parcel I

A tract of land containing 0.65 acres lying in the Northwest Quarter (NW 1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southeast corner of said Section 32; thence South 89° 10' 19" West 2652.33 feet to the South one-quarter corner of said section; thence North 16° 30' 19" West 4489.98 feet to the point of beginning marked by a 5/8" iron rod; thence North 1° 45' 15" East 68.79 feet; thence North 20° 40' 20" West 168.11 feet to the Southerly right of way of a 60 foot private road known as West Cascade Road as described in the plat of Mountain Village West I; thence along the southerly right of way of said road around a 980 foot radius curve to the right 94.20 feet (Long chord bears South 80° 10' 12" West 94.17 feet) to the easterly boundary of Mountain Village West I; thence South 2° 7' 24" East along the easterly boundary of said plat 214.32 feet; thence North 88° 18' 8" East 142.15 feet to the point of beginning.

Parcel II

A tract of land containing 5.78 acres lying in the Northwest Quarter (NW 1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southeast corner of said Section 32; thence South 89° 10' 19" West 2652.33 feet to the South Quarter corner of said section; thence North 16° 58' 41" West 3945.30 feet to the point of beginning marked by a 1/2" iron rod; thence North 15° 49' 45" West 194.34 feet; thence North 18° 10' 00" East 270.00 feet; thence North 1° 00' 00" East 353.78 feet to the southerly right of way of a 60 foot private road known as West Cascade Road as platted in Mountain Village West I; thence westerly along the South right of way of said road around a 317.35 foot radius curve to the left 128.00 feet (Long chord bears South 83° 25' 12" West 127.14 feet); thence around a 980 foot radius curve to the right 94.65 feet (Long chord bears South 74° 38' 55" West 94.62 feet); thence South 20° 40' 20" East 168.11 feet; thence South 1° 45' 15" West 68.79 feet; thence South 88° 18' 8" West 142.15 feet to the easterly boundary of Mountain Village West I as platted; thence South 2° 07' 24" East along the

East boundary of Mountain Village West I 203.88 feet; thence South 21° 34' 35" West 182.17 feet; thence South 7° 11' 5" West 389.35 feet; thence South 40.67 feet; thence South 13° 17' 17" West 19.92 feet; thence North 89° 26' 56" East 39.74 feet; thence North 58° 17' 59" East 87.56 feet; thence North 46° 01' 56" East 63.47 feet; thence North 25° 22' 29" East 64.00 feet; thence North 49° 19' 04" East 80.63 feet; thence North 64° 36' 02" East 62.90 feet; thence North 48° 33' 06" East 97.39 feet to the point of beginning.

Parcel III

A tract of land containing 9.26 acres lying in the Northwest Quarter (NW 1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southeast corner of Section 32, thence South 89° 10' 19" West 2652.33 feet to the south quarter corner of said section; thence North 16° 58' 41" West 3945.30 feet to the point of beginning marked by a 1/2" iron rod; thence South 67° 46' 45" East 83.15 feet; thence South 64° 55' 00" East 182.00 feet; thence North 85° 30' 00" East 151.00 feet; thence North 56° 38' 59" East 242.57 feet to the westerly right of way of Abbot Drive as platted in Mountain Village East I; thence North 13° 42' 41" West along the West side of Abbot Drive 418.78 feet; thence around a 309.04 foot radius curve to the right 97.10 feet; (Long chord bears North 4° 42' 38" West 96.70 feet;) thence around a 40 foot radius curve to the left 47.74 feet; (Long chord bears North 29° 53' 59" West 44.96 feet); thence around a 150 foot radius curve to the right 114.24 feet; (Long chord bears North 44° 29' 21" West 111.50 feet) to the Southerly right of way of a 60 foot roadway known as West Cascade Road as described in the plat of Mountain Village West I; thence Westerly along the southerly right of way of said road around a 40 foot radius curve to the left 47.74 feet; (Long chord bears North 56° 51' 46" West 44.96 feet); thence South 88° 56' 52" West 22.52 feet; thence around a 160 foot radius curve to the right 101.92 feet (Long chord bears North 72° 48' 11" West 100.21 feet); thence North 54° 33' 11" West 46.97 feet; thence around a 317.35 foot radius curve left 168.50 feet (Long chord bears North 69° 43' 40" West 166.57 feet); thence South 1° 0' 0" West 353.78 feet; thence South 18° 10' 00" West 270.00 feet; thence South 15° 49' 45" East 194.34 feet to the point of beginning.

East boundary of Mountain Village West I 203.88 feet; thence South 21° 34' 35" West 182.17 feet; thence South 7° 11' 5" West 389.35 feet; thence South 40.67 feet; thence South 13° 17' 17" West 19.92 feet; thence North 89° 26' 56" East 39.74 feet; thence North 58° 17' 59" East 87.56 feet; thence North 46° 01' 56" East 63.47 feet; thence North 25° 22' 29" East 64.00 feet; thence North 49° 19' 04" East 80.63 feet; thence North 64° 36' 02" East 62.90 feet; thence North 48° 33' 06" East 97.39 feet to the point of beginning.

Parcel III

A tract of land containing 9.26 acres lying in the Northwest Quarter (NW 1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southeast corner of Section 32, thence South 89° 10' 19" West 2652.33 feet to the south quarter corner of said section; thence North 16° 58' 41" West 3945.30 feet to the point of beginning marked by a 1/2" iron rod; thence South 67° 46' 45" East 83.15 feet; thence South 64° 55' 00" East 182.00 feet; thence North 85° 30' 00" East 151.00 feet; thence North 56° 38' 59" East 242.57 feet to the westerly right of way of Abbot Drive as platted in Mountain Village East I; thence North 33° 42' 41" West along the West side of Abbot Drive 418.78 feet; thence around a 309.04 foot radius curve to the right 97.10 feet; (Long chord bears North 4° 42' 38" West 96.70 feet;) thence around a 40 foot radius curve to the left 47.74 feet; (Long chord bears North 29° 53' 59" West 44.96 feet); thence around a 150 foot radius curve to the right 114.24 feet; (Long chord bears North 44° 29' 21" West 111.50 feet) to the Southerly right of way of a 60 foot roadway known as West Cascade Road as described in the plat of Mountain Village West I; thence Westerly along the southerly right of way of said road around a 40 foot radius curve to the left 47.74 feet; (Long chord bears North 56° 51' 46" West 44.96 feet); thence South 88° 56' 52" West 22.52 feet; thence around a 160 foot radius curve to the right 101.92 feet (Long chord bears North 72° 48' 11" West 100.21 feet); thence North 54° 33' 11" West 46.97 feet; thence around a 317.35 foot radius curve left 168.50 feet (Long chord bears North 69° 43' 48" West 166.57 feet); thence South 1° 0' 0" West 353.78 feet; thence South 18° 10' 00" West 270.00 feet; thence South 15° 49' 45" East 194.34 feet to the point of beginning.

Parcel IV

A tract of land containing 4.44 acres lying in the Northwest Quarter (NW 1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southeast corner of Section 32; thence South 89° 10' 19" West 2652.33 feet to the South 1/4 corner of said section; thence North 16° 58' 41" West 3945.30 feet to the point of beginning marked by a 1/2" iron rod; thence South 48° 33' 6" West 97.39 feet; thence South 64° 36' 02" West 62.90 feet; thence South 49° 19' 4" West 80.63 feet; thence South 72° 7' 30" East 158.80 feet to the Northwest corner of that property described in Book 168, page 622, Deschutes County Deed Records; thence South 70° 53' 48" East along the North side of said property 226.76 feet; thence South 29° 2' 17" East 124.52 feet; thence South 14° 29' 41" East 55.47 feet; thence North 86° 46' 1" East 56.02 feet; thence South 72° 56' 48" East 84.68 feet; thence South 70° 17' 27" East 130.13 feet to the westerly right of way of Abbot Drive as platted in Mountain Village East I; thence northerly along the westerly right of way of said road around a 630 foot radius curve right 181.73 feet (Long chord bears North 12° 48' 45" East 181.10 feet); thence North 21° 4' 37" East 100.89 feet; thence around a 420 foot radius curve left 255.10 feet (Long chord bears North 3° 40' 55" East 251.11 feet); thence South 56° 38' 59" West 242.57 feet; thence South 85° 30' 00" West 151.00 feet; thence North 64° 55' 00" West 182.00 feet; thence North 67° 46' 45" West 83.15 feet to the point of beginning.

8711

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 9 day of Sept A.D. 19 73 at 4:14 o'clock P M., and recorded in Book 194 on Page 102 Records of Deeds INDEX
ROSEMARY PATTERSON County Clerk
By Susie Carbellard Deputy

4a

BARGAIN AND SALE DEED

252 - 1829

91-37481

UNITED STATES NATIONAL BANK OF OREGON, Trustee ("Grantor") conveys to First Interstate Bank of Oregon, Successor Trustee for the Stoel Rives Boley Jones and Grey Retirement Plan and Trust ("Grantee") the real property described on attached Exhibit "A" and by reference is made a part hereof.

The true and actual consideration for this conveyance is $NIL - transfer to Successor Trustee.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County planning department to verify approved uses.

DATED this 18th day of July, 1991.

UNITED STATES NATIONAL BANK OF OREGON, Trustee

By: _____
Assistant Vice President

STATE OF OREGON)
) ss.
County of Multnomah)

July 18, 1991

Personally appeared W.E. Rutherford, who stated that he is an Assistant Vice President of United States National Bank of Oregon and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors.

Before me:

_____
Notary Public for Oregon
My Commission Expires: 7/5, 1994

ENV

After recording return to:
First Interstate Bank of Oregon
Trust Loan Servicing MP-2
P O Box 2971
Portland OR 97208

All future tax statements to:

For Serial #136476 and 16973
First Interstate Bank of Oregon, Trustee
P.O. Box 2971, Portland, OR 97208

FORMS:99/5476

DESCRIPTION

PARCEL I:

A tract of land lying in the Northwest Quarter (NW-1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southeast corner of said Section 32; thence South 89°10'11" West, 2,652.33 feet to the South Quarter corner of said Section; thence North 16°30'19" West, 4,489.98 feet to the point of beginning marked by a 5/8" iron rod; thence North 1°45'15" East, 68.79 feet; thence North 20°40'20" West, 168.11 feet to the Southerly right-of-way of a 60 foot private road known as West Cascade Road as described in the plat of Mountain Village West I; thence along the Southerly right-of-way of said road around a 980 foot radius curve to the right, 94.20 feet (long chord bears South 80°10'12" West, 94.17 feet) to the Easterly boundary of Mountain Village West I; thence South 2°7'24" East along the Easterly boundary of said plat, 214.32 feet; thence North 88°18'8" East, 142.15 feet to the point of beginning.

EXCEPT the leasehold estate which was submitted to Oregon Unit Ownership Law as PHASES 1 and 2 of RANCH CABINS, in the County of Deschutes, State of Oregon, by Declaration recorded November 8, 1973, in Book 200, Page 740, Deed records; first page of said Declaration was re-recorded December 3, 1973, in Book 201, Page 367, Deed records.

PARCEL 2:

A tract of land lying in the Northwest Quarter (NW-1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southeast corner of said Section 32; thence South 89°10'19" West, 2,652.33 feet to the South Quarter corner of said Section; thence North 16°58'41" West, 3,945.30 feet to the point of beginning marked by a 1/2" iron rod; thence North 15°49'45" West, 194.34 feet; thence North 18°10'00" East, 270.00 feet; thence North 1°00'00" East, 353.78 feet to the Southerly right-of-way of a 60 foot private road known as West Cascade Road as platted in Mountain Village West I: thence Westerly along the South right-of-way of said road around a 317.35 foot radius curve to the left 128.00 feet (long chord bears South 83°25'12" West, 127.14 feet); thence around a 980 foot radius curve to the right, 94.65 feet (long chord bears South 74°38'55" West, 94.62 feet); thence South 20°40'20" East, 168.11 feet; thence South 1°45'15" West, 68.79 feet; thence South 88°18'8" West, 142.15 feet to the Easterly boundary of Mountain Village West I as platted; thence South 2°07'24" East along the East boundary of Mountain Village West I, 203.88 feet; thence South 21°34'35" West, 182.17 feet; thence South 7°11'5" West, 389.35 feet; thence South 40.67 feet; thence South 13°17'17" West, 19.92 feet; thence North 89°26'56" East, 39.74 feet; thence North 58°17'59" East, 87.56 feet; thence North 46°01'56" East, 63.47 feet; thence North 25°22'29" East, 64.00 feet; thence North 49°19'04" East, 80.63 feet; thence North 64°36'02" East, 62.90 feet; thence North 48°33'06" East, 97.39 feet to the point of beginning.

CONTINUED

Y/9

EXCEPT the leasehold estate which was submitted to Oregon Unit Ownership Law as PHASES 1 and 2 of RANCH CABINS, in the County of Deschutes, State of Oregon, by Declaration recorded November 8, 1973, in Book 200, Page 740, Deed records; first page of said Declaration was re-recorded December 3, 1973, in Book 201, Page 367, Deed records.

252 - 1832

LEGAL DESCRIPTION
Parcel of land known as
RANCH CABINS PHASE III
Though never recorded
and annexed to Phases I and II

A parcel of land containing 0.493 acres located in the northwest one quarter of Section 32 in Township 19 South and Range 11 East of the Willamette Meridian in Deschutes County, Oregon being more fully described as follows:

Beginning at the initial point for CIRCLE FOUR RANCH CONDOMINIUM Phase I which is a 2" X 36" iron pipe set 7" below the surface with a 5/8" iron rod set in concrete inside said pipe, said point lying on the westerly boundary of that parcel of land recorded by Warranty Deed on August 22, 1984 in Book 70 Page 362 of the Deschutes County Deed Records; and running thence along said westerly boundary North 04°55'26" West a distance of 77.12 feet to a 5/8" iron rod; thence North 72°04'45" West 58.40 feet to a 5/8" iron rod; thence North 15°35'03" East 72.15 feet to a 5/8" iron rod; thence North 00°42'08" West 152.66 feet to a 5/8" iron rod at the southerly northwest corner of said CIRCLE FOUR RANCH CONDOMINIUM Phase I; thence following the westerly boundary of said condominium plat North 00°42'08" West 50.00 feet to a 5/8" iron rod; thence North 11°32'38" East 116.40 feet to a 5/8" iron rod on the southerly right-of-way of West Cascade Road, said point also being the northerly northwest corner of said condominium plat; thence 33.74 feet leaving said westerly boundary recorded in Book 70 Page 362 along the arc of a 317.35 foot radius curve right (the long chord of which bears North 81°56'06" West 33.72 feet) to an iron rod at the northeast corner of RANCH CABINS Phase I and II, the Declarations, including legal descriptions, of which is recorded in Volume 200 Page 740 through Pages 760 of said deed records; thence leaving said southerly right-of-way South 01°00'00" West 353.78 feet along the easterly boundary of said RANCH CABINS to an iron rod; thence South 18°10'00" West 270.00 feet to an iron rod; thence South 15°49'45" East 194.34 feet to an iron rod; thence South 48°33'06" West 97.39 feet to a 1/2" iron rod; thence leaving said easterly boundary North 52°09'45" East 105.10 feet to a 1/2" iron rod at the southwest corner of that parcel recorded in Book 70 Page 362 of said deed records; thence along the westerly boundary of said parcel North 09°51'21" West 218.37 feet to a 5/8" iron rod; thence North 15°39'19" East 99.85 feet to a 5/8" iron rod; thence South 71°47'47" East 76.90 feet to a 5/8" iron rod; thence North 39°21'49" East 30.75 feet to the place of beginning.

David K. Bateman
David K. Bateman LS 1068

December 15, 1985

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

91 DEC 19 AM 10:45

MARY SUE PENHOLLOW
COUNTY CLERK

BY. _____ DEPUTY

NO. 91-37481 FEE 13-

DESCHUTES COUNTY OFFICIAL RECORDS

8788

VOL 194 PAGE 159

LEASE

BETWEEN

SUNRIVER LANDS, INC., an Oregon corporation, whose address is Sunriver, Oregon 99701, hereinafter referred to as "LESSOR,"

AND

SUNRIVER PROPERTIES, INC., an Oregon corporation, whose address is Sunriver, Oregon 97701, hereinafter referred to as "LESSEE."

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ACKNOWLEDGMENTS

LEASE

DATED: As of March 1, 1973

BETWEEN SUNRIVER LANDS, INC., an Oregon corporation, whose address is Sunriver, Oregon 97701, hereinafter referred to as "LESSOR,"

AND SUNRIVER PROPERTIES, INC., an Oregon corporation, whose address is Sunriver, Oregon 97701, hereinafter referred to as "LESSEE."

W I T N E S S E T H

Sunriver Lands, Inc. is the owner in fee simple of four parcels of real property, hereinafter referred to collectively as "the Property" and singularly as "a Parcel," more particularly described as follows:

Parcel I

A tract of land containing 0.65 acres lying in the Northwest Quarter (NW 1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southeast corner of said Section 32; thence South 89° 10' 19" West 2652.33 feet to the South one-quarter corner of said section; thence North 16° 30' 19" West 4489.98 feet to the point of beginning marked by a 5/8" iron rod; thence North 1° 45' 15" East 68.79 feet; thence North 20° 40' 20" West 168.11 feet to the Southerly right of way of a 60 foot private road known as West Cascade Road as described in the plat of Mountain Village West I; thence along the southerly right of way of said road around a 980 foot radius curve to the right 94.20 feet (Long chord bears South 80° 10' 12" West 94.17 feet) to the easterly boundary of Mountain Village West I; thence South 2° 7' 24" East along the easterly boundary of said plat 214.32 feet; thence North 88° 18' 8" East 142.15 feet to the point of beginning.

Parcel II

A tract of land containing 5.78 acres lying in the Northwest Quarter (NW 1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southeast corner of said Section 32; thence South 89° 10' 19" West 2652.33 feet to the South Quarter corner of said section; thence North 16° 58' 41" West 3945.30 feet to the point of beginning marked by a 1/2" iron rod; thence North 15° 49' 45" West 194.34 feet; thence North 18° 10' 00" East 270.00 feet; thence North 1° 00' 00" East 353.78 feet to the southerly right of way of a 60 foot private road known as West Cascade Road as platted in Mountain Village West I; thence westerly along the South right of way of said road around a 317.35 foot radius curve to the left 128.00 feet (Long chord bears South 83° 25' 12" West 127.14 feet); thence around a 980 foot radius curve to the right 94.65 feet (Long chord bears South 74° 38' 55" West 94.62 feet); thence South 20° 40' 20" East 168.11 feet; thence South 1° 45' 15" West 68.79 feet; thence South 88° 18' 8" West 142.15 feet to the easterly boundary of Mountain Village West I as platted; thence South 2° 07' 24" East along the East boundary of Mountain Village West I 203.88 feet; thence South 21° 34' 35" West 182.17 feet; thence South 7° 11' 5" West 389.35 feet; thence South 40.67 feet; thence South 13° 17' 17" West 19.92 feet; thence North 89° 26' 56" East 39.74 feet; thence North 58° 17' 59" East 87.56 feet; thence North 46° 01' 56" East 63.47 feet; thence North 25° 22' 29" East 64.00 feet; thence North 49° 19' 04" East 80.63 feet; thence North 64° 36' 02" East 62.90 feet; thence North 48° 33' 06" East 97.39 feet to the point of beginning.

Parcel III

A tract of land containing 9.26 acres lying in the Northwest Quarter (NW 1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southeast corner of Section 32, thence South 89° 10' 19" West 2652.33 feet to the south quarter corner of said section; thence North 16° 58' 41" West 3945.30 feet to the point of beginning marked by a 1/2" iron rod; thence

South 67° 46' 45" East 83.15 feet; thence South 64° 55' 00" East 182.00 feet; thence North 85° 30' 00" East 151.00 feet; thence North 56° 38' 59" East 242.57 feet to the westerly right of way of Abbot Drive as platted in Mountain Village East I; thence North 13° 42' 41" West along the West side of Abbot Drive 418.78 feet; thence around a 309.04 foot radius curve to the right 97.10 feet; (Long chord bears North 4° 42' 38" West 96.70 feet;) thence around a 40 foot radius curve to the left 47.74 feet; (Long chord bears North 29° 53' 59" West 44.96 feet); thence around a 150 foot radius curve to the right 114.24 feet; (Long chord bears North 44° 29' 21" West 111.50 feet) to the Southerly right of way of a 60 foot roadway known as West Cascade Road as described in the plat of Mountain Village West I; thence Westerly along the southerly right of way of said road around a 40 foot radius curve to the left 47.74 feet; (Long chord bears North 56° 51' 46" West 44.96 feet); thence South 88° 56' 52" West 22.52 feet; thence around a 160 foot radius curve to the right 101.92 feet (Long chord bears North 72° 48' 11" West 100.21 feet); thence North 54° 33' 11" West 46.97 feet; thence around a 317.35 foot radius curve left 168.50 feet (Long chord bears North 69° 43' 48" West 166.57 feet); thence South 1° 0' 0" West 353.78 feet; thence South 18° 10' 00" West 270.00 feet; thence South 15° 49' 45" East 194.34 feet to the point of beginning.

Parcel IV

A tract of land containing 4.44 acres lying in the Northwest Quarter (NW 1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southeast corner of Section 32; thence South 89° 10' 19" West 2652.33 feet to the South 1/4 corner of said section; thence North 16° 58' 41" West 3945.30 feet to the point of beginning marked by a 1/2" iron rod; thence South 48° 33' 6" West 97.39 feet; thence South 64° 36' 02" West 62.90 feet; thence South 49° 19' 4" West 80.63 feet; thence South 72° 7' 30" East 158.80 feet to the Northwest corner of that property described in Book 168, page 622, Deschutes County Deed Records; thence South 70° 53' 48" East along the North side of said property 226.76 feet; thence South 29° 2' 17" East

124.52 feet; thence South 14° 29' 41" East 55.47 feet; thence North 86° 46' 1" East 56.02 feet; thence South 72° 56' 48" East 84.68 feet; thence South 70° 17' 27" East 130.13 feet to the westerly right of way of Abbot Drive as platted in Mountain Village East I; thence northerly along the westerly right of way of said road around a 630 foot radius curve right 181.73 feet (Long chord bears North 12° 48' 45" East 181.10 feet); thence North 21° 4' 37" East 100.89 feet; thence around a 420 foot radius curve left 255.10 feet (Long chord bears North 3° 40' 55" East 251.11 feet); thence South 56° 38' 59" West 242.57 feet; thence South 85° 30' 00" West 151.00 feet; thence North 64° 55' 00" West 182.00 feet; thence North 67° 46' 45" West 83.15 feet to the point of beginning.

The Property was conveyed by Sunriver Properties, Inc., hereinafter, "Lessee," to Sunriver Lands, Inc., hereinafter, "Lessor," subject to provisions for certain easements, restrictions, assessments, liens, fines, penalties and charges which were created by instruments entitled "Plan of Sunriver," hereinafter, the "Plan," "Sunriver Declaration Establishing Mountain Village," hereinafter the "Village Declaration," and "Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village," as amended, hereinafter, the "Ranch Cabins Declaration."

The Plan, dated June 20, 1968 and recorded June 20, 1968 in Book 159 at page 198, Deed Records of Deschutes County, Oregon contemplates the organization of a number of residential areas within Sunriver, Oregon. Each of these areas will consist of a separate "Village" with its own plan of development and its own provisions for the use of private areas within the Village.

Pursuant to the Plan, the Village Declaration, dated October 28, 1971 and recorded October 29, 1971 in Book 180 at page 34 of said Deed Records, subjected to the Plan the initial area which constitutes a part of Mountain Village. Subsequently, other areas have been subjected to the Plan and annexed to Mountain Village. In particular, the Ranch Cabins Declaration, dated as of April 12, 1972 and recorded in Book 183 at page 805 of said Deed Records, subjected to the Plan and annexed to Mountain Village an area to be developed as a condominium in the manner provided by the Oregon Unit Ownership Law, as the same may be amended from time to time, hereinafter referred to as the "Unit Ownership Law." The Ranch Cabins Declaration has been amended several times and each amendment has been recorded in said Deed Records. As of the date hereof, the area subjected to the Plan and annexed to Mountain Village by the Ranch Cabins Declaration is the four Parcels of land described above.

Lessor acknowledges and consents to Lessee's plan to construct and convey units in one condominium composed of up to four phases which, if fully developed, would contain not more than 103 units of types A, B, C, D, E and F in accordance with plans prepared by Zaik/Miller/Butler of Portland, Oregon. Lessor also agrees that Lessee may elect to limit the condominium to fewer than four phases and less than 103 units. In the event Lessee proceeds to submit the Property or any Parcel or Parcels thereof to the Unit Ownership Law by means of phased development, Lessor understands and consents to Lessee's plan that the number and types of units in each phase and on each

Parcel shall be as follows:

Phase and Parcel	Number of Units of Each Type						Total Units
	A	B	C	D	E	F	
I	1	1	1	1	0	1	5
II	3	7	10	7	3	4	34
III	1	8	15	11	1	4	40
IV	3	5	7	7	1	1	24
							103

Lessor and Lessee also acknowledge that the Property of Parcels thereof may not be submitted to unit ownership, or, if submitted, may be removed from unit ownership as provided by the Unit Ownership Law. The Unit Ownership Law imbues Unit Owners and others with specific rights, privileges and liabilities with respect to a condominium which are not in all cases the same as the rights, privileges and liabilities of Lessee hereunder. Moreover, in the leasehold condominium form of ownership it is convenient to adjust certain rights, privileges and liabilities under the lease by having the association of Unit Owners substitute the association's performance for the performance required of the lessee. Accordingly, where appropriate, each paragraph of this Lease describes how the provisions of that paragraph operate with respect to a Unit Owner or the association of Unit Owners. Unless otherwise indicated, the term "Lessee" does not include the term "Lessee" does not include the term "Unit Owner" or the term " association of Unit Owners." Lessee has reserved the right not to subject

all four Parcels of the Property to the Oregon Unit Ownership Law; therefore, use of the terms "Unit Owner" and "association of Unit Owners" is to be construed in each instance with respect to the total number of Parcels of the Property which have been subjected to the Unit Ownership Law.

NOW, THEREFORE, in consideration of the mutual promises of Lessor and Lessee below, the parties hereto agree as follows:

1. DEMISE. Lessor Leases to Lessee and Lessee leases from Lessor the Property, subject to the Plan, the Village Declaration and the Ranch Cabins Declaration, as the same may be from time to time amended.

2. TERM; NO MERGER. The term of this Lease shall commence as of March 1, 1973 and, unless sooner terminated as hereinafter provided, shall continue until February 28, 2038. In the event the option to purchase referred to in Paragraph 4 below is exercised and Lessee or the Unit Owners desire to subject the fee title of the Property or any Parcel thereof to the Unit Ownership Law, this Lease shall terminate with respect to the Property or such Parcel simultaneously with the recording of a declaration of unit ownership submitting the fee title of the Property or such Parcel to the Unit Ownership Law. The interest of a Unit Owner in this Lease shall not extend beyond the term of this Lease and the leasehold interest of any unit shall survive and not be merged with the fee simple estate in the Property during the term hereof notwithstanding any acquisition of such interest by Lessor,

so long as such portion of the Property remains subject to the Unit Ownership Law.

3. RENT.

3.1 Fixed Rent Payable by Lessee. Lessee shall have no obligation to pay rent with respect to the Property or any Parcel thereof until Lessor transfers its fee simple interest in the Property or any Parcel thereof. Subject to the foregoing, for the period commencing March 1, 1973 and ending on February 28, 2038, Lessee shall pay to Lessor fixed rent at the annual fixed rent rate of $43,008 in equal installments of $3,584 on the first day of each calendar month included in the term of this Lease. These amounts shall be attributed to each Parcel of the Property in the following manner:

	Monthly Installment	Annual Fixed Rent Rate
Parcel I	$ 172	$ 2,064
Parcel II	1,180	14,160
Parcel III	1,405	16,860
Parcel IV	827	9,924
	$ 3,584	$ 43,008

3.2 Fixed Rent Payable by Unit Owners. For the period commencing March 1, 1973 and ending on February 28, 2038, with respect to any Parcel of the Property subject to the Unit Ownership Law, each Unit Owner shall pay to Lessor fixed rent at the annual fixed rent rate corresponding to the type of unit acquired by such Unit Owner as set forth below. Lessee shall pay no rent as the Unit Owner of unsold units in the condominium until Lessor transfers the fee simple interest in the Property or a Parcel thereof which is subject to the Unit

Ownership Law. Each Unit Owner shall pay fixed rent in equal installments on the first day of each calendar month included in the term of this Lease. These sums shall be collected by the association of Unit Owners and paid over to Lessor together with a statement indicating by which Unit Owners these sums have been paid.

Unit Type	Monthly Installment	Annual Fixed Rent Rate
A	$ 30	$ 360
B	32	384
C	35	420
D	37	444
E	35	420
F	38	456

3.3 Adjusted Fixed Rent.

3.3.1 Rental Periods and Consumer Price Index. The period from March 1, 1978 through February 28, 2038 shall be divided into twelve periods of five years each, each of which being referred to herein as a "rental period." The fixed rent payable during each rental period shall be adjusted, subject to the limitations hereinafter set forth, for changes in the then purchasing power of the lawful money of the United States as determined by the Consumer Price Index numbers published by the United States Department of Labor in the Quarterly Labor Review covering the cost of "all items" of goods and services purchased by urban wage and clerical workers in the Portland, Oregon metropolitan area (1967 = 100).

3.3.2 Calculation of Adjustments. The fixed rent shall be adjusted by multiplying the fixed rent specified to be paid in subparagraphs 3.1 or 3.2 by a fraction, the

numerator of which is the Index number of the January 1 immediately preceding the rental period and the denominator of which is the Index number for January 1, 1973 provided, however, that notwithstanding adjustments to be made to the fixed rent as provided herein, in no event shall the fixed rent payable during the term of this Lease and every rental period thereof with respect to the Property or any Parcel thereof be less than the amounts shown in subparagraph 3.1.

3.3.3 Selection of Comparable Index. If the Consumer Price Index referred to above ceases to be published, a comparable index shall be selected by Lessor and Lessee or the association of Unit Owners to determine the changes in the purchasing power of the lawful money of the United States. If they are unable to agree on a comparable index, a comparable index shall be selected pursuant to the binding arbitration under the then existing rules and regulations of the American Arbitration Association.

4. OPTION TO PURCHASE. In consideration of the promises of Lessee to Lessor hereunder, Lessor hereby grants to Lessee the sole, exclusive and irrevocable right and privilege to purchase the Property or any Parcel thereof from March 1, 2008 until the expiration or sooner termination of this Lease on the terms and conditions set forth below. In the event any Parcel or Parcels of the Property are then subject to the Unit Ownership Law, this option to purchase shall be deemed granted to such Unit Owners with respect to such Parcel or Parcels.

4.1 Purchase Price and Manner of Payment. The total purchase price for the Property shall be the sum of $927,000. The purchase price of individual Parcels of the Property shall be as follows:

Parcel	Price
1	$ 45,000
2	306,000
3	360,000
4	216,000

The total purchase price, or, in the event this option is exercised with respect to individual Parcels of the Property, the price of any such Parcel or Parcels, shall be payable in cash upon closing.

4.2 Exercise. This option may be exercised by notice in writing by Lessee to Lessor of Lessee's intention to do so. So long as the Property or any Parcel thereof is subject to the Unit Ownership Law, this option may be exercised with respect thereto by such written notice to Lessor from the persons who are then directors of the association of Unit Owners and who, for the purpose of exercising this option, are acting not as directors but as trustees for Unit Owners. Hereinafter these persons are referred to as the "Trustees."

4.3 Notice. Written notice to exercise this option shall be given to Lessor at Lessor's address first written above or such other address furnished in writing to Lessee or the association of Unit Owners. Written notice shall be effective when deposited in the United States mails, postage prepaid,

registered or certified, with return receipt requested, or when delivered in person to Lessor or an officer or director of Lessor.

4.4 Closing.

4.4.1 Time. This sale shall be closed in escrow within 180 days after exercise of the option at the office of a title insurance company acting as a neutral escrow agent.

4.4.2 Payment and Deeds. At closing Lessee or the Trustees exercising the option shall pay into escrow the total purchase price of the Property or the purchase price for any Parcel thereof with respect to which Lessee or the Trustees exercise this option, and Lessor shall deliver to the escrow agent a warranty deed or deeds conveying the Property or such Parcel thereof respectively to Lessee or the Trustees free and clear of all liens and encumbrances excepting the Plan, the Village Declaration, the Ranch Cabins Declaration, this Lease and the declaration of unit ownership, if any, as the same may be from time to time amended.

4.4.3 Taxes, Title Insurance and Fees. Taxes for the year of closing shall not be prorated. Lessor shall be responsible for the premium for and, within 10 days after closing, delivery of an owner's policy of title insurance in the amount of the total purchase price or the purchase price of a Parcel of the Property, showing good and marketable title to the Property or any such Parcel in Lessee or the Trustee exercising the option free and clear of any defects, excepting the Plan, the Village Declaration, the Ranch Cabins Declaration, this Lease and the declaration of unit ownership, if any, as

the same may be from time to time amended, and the usual printed exceptions. Lessor shall be responsible for one half of the escrow fee, and the party exercising the option shall be responsible for one half of the escrow fee and the recording fee for the deed or deeds.

4.4.4 Fee Estate in Exercising Party. The party exercising the option shall be deemed the holder of the fee estate of the Property or any Parcel so purchased on midnight of the day of closing.

4.4.5 Day of Closing. For the purpose of this option to purchase, "day of closing" shall mean the day upon which the escrow agent holds the purchase price and the deed referred to above and the title insurer is in the position to issue the title insurance policy described above.

4.5 Default or Failure to Exercise. If Lessee or the Unit Owners do not exercise this option with respect to the Property or any Parcel thereof within the time permitted, or if this Lease shall be terminated as a consequence of Lessee's default hereunder or the collective default hereunder of all Unit Owners of a condominium on the Property, this option and all of the unexercised rights of Lessee or such Unit Owners under this Paragraph 4 shall terminate.

5. USE OF THE PROPERTY.

5.1 Purposes. Lessee and Unit Owners may use the Property and any improvements thereon for any lawful purpose consistent with the Plan, the Village Declaration and the Ranch Cabins Declaration as the same may be amended from time to time.

5.2 Lessor's Cooperation. Lessor, upon the request of Lessee, agrees to execute any and all documents required to establish any use of the Property or any Parcel thereof contemplated by Lessee or Unit Owners including, but not limited to, any amendments of the Plan, the Village Declaration or the Ranch Cabins Declaration and any application or other document in connection therewith which is required by any governmental authority in connection with any lawful use contemplated by Lessee or Unit Owners. Lessor specifically agrees to execute, upon request of Lessee, any and all documents required to create leasehold condominium interests in structures on the Property, which may include but not be limited to amendments to this Lease required by the Oregon Real Estate Division or other lawful authority, the declaration of unit ownership, applications to lenders for financing condominium units and the like. If Lessor fails to do so within 15 days after presentation to Lessor of any such document, Lessor irrevocably appoints Lessee as Lessor's attorney-in-fact to execute such documents for and on behalf of Lessor and to otherwise cooperate in creating such leasehold condominium interest in the Property. However, should any amendment to this Lease be required which in any aspect would diminish the consideration to Lessor or the basic value of Lessor's interests in the real property, Lessor will not be required to make any such amendments.

5.3 No Waste or Nuisances. Lessee and Unit Owners agree not to do or to suffer any affirmative or permissive

waste on the Property or any improvements thereon nor to use nor permit to be used the Property or any improvements thereon for any dangerous, noxious, unlawful or offensive trade or business and will cause, maintain, or permit any nuisance in, at or on the Property or the improvements thereon.

6. MAINTENANCE OF THE PROPERTY.

6.1 Lessee's Obligations. Lessee agrees that it will, at its own expense, throughout the entire term of this Lease, maintain the Property and any and all improvements from time to time existing thereon in a first-class condition, clean, safe, sanitary, sightly, and in good repair, and that any and all improvements located on the Property at the expiration or termination of this Lease shall also be in such state of maintenance and repair, ordinary wear and tear and obsolescence excepted. Lessee further agrees to make, at its own expense, any and all additions, alterations or changes in the Property or the improvements thereon which may at any time be required by any lawful authority. Lessee agrees that, except as otherwise provided in this Lease, no destruction of or damage to improvements at any time located on the Property shall cause the termination of this Lease or give Lessee any right to terminate this Lease.

6.2 Unit Owners' Obligations. Lessor agrees that with respect to any Parcel of the Property subject to the Unit Ownership Law, the association of Unit Owners on behalf of the Unit Owners shall perform the obligations set forth in subparagraph 6.1 above and Lessee shall not be obligated to do so.

In the event that the association of Unit Owners shall fail to perform such obligations with respect to the Parcels of the Property subject to the Unit Ownership Law, Lessor shall have the right upon 90 days written notice to the Unit Owners, to perform, for the account of the Unit Owners, all of the obligations set forth in subparagraph 6.1 above.

7. IMPROVEMENTS.

7.1 Lessee's Work. Lessee shall have the right to grade, fill or otherwise alter the contour of the Property and to construct, place, demolish, remodel, repair, remove and alter improvements thereon from time to time as Lessee deems fit, all of which operations are referred to as "work" in this paragraph, on the following terms and conditions:

7.1.1 Notice. In order to enable Lessor to post notices of nonresponsibility on the Property, Lessee shall give to Lessor 10 days' written notice of the commencement date of any such work upon the Property, specifying, among other things, the intended commencement date therefor. In any case, Lessor shall have the right at any time to post and maintain on the Property such notices as may be necessary to protect Lessor against liability in connection with work being performed by or for Lessee.

7.1.2 Hold Harmless. Lessee shall not suffer or permit to be enforced against the Property or any part thereof, any mechanic's, materialmen's, contractor's, or subcontractor's liens arising from, or claimed for damage growing out of, any such work, except for the actions or inactions of

Lessor in connection therewith, and Lessee shall pay or cause to be paid all of said liens, claims or demands before suit or action be brought to enforce the same against the Property, hereby agreeing to indemnify and hold Lessor free and harmless from all liability or any and all such liens, claims and demands; provided, however, that if Lessee shall in good faith contest the validity of any such lien, claim or demand, then Lessee shall, at its own expense, defend itself and Lessor against the same and shall pay and satisfy any adverse judgment that may be rendered thereon prior to the endorsement thereof against the Lessor or the Property. In the event Lessee shall contest the validity of any such lien, claim or demand, Lessee, at the written request of Lessor, shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to such contested lien, claim or demand, indemnifying Lessor against liability for the same and holding the Property free from the effect thereof.

7.1.3 Lessor's Option to Pay. If, for any reason, Lessee shall fail to pay and discharge or cause to be paid and discharged, when due and payable, any lien, claim or demand, or any judgment rendered thereon should such lien, claim or demand be contested, then Lessor may, at Lessor's option, pay or cause to be paid and discharged any such lien, claim or demand or the amount of any judgment thereon, and all costs, expenses and other sums incurred or paid by Lessor in connection with the foregoing shall become immediately due and payable by Lessee as additional rental thereunder and

thereafter bear interest at the rate of 10 percent per annum from the date so paid.

7.2 Unit Owner's Rights and Obligations. So long as the Property or any Parcel thereof is subject to the Unit Ownership Law, the provisions of subparagraph 7.1 above shall be applicable respectively to the Unit Owners and the association of Unit Owners in the manner provided in the Unit Ownership Law, the declaration of unit ownership and the bylaws of the association of Unit Owners. To the extent that the association of Unit Owners fails to perform the obligations of Lessee set forth in subparagraph 7.1 above to the extent that such association is charged to do so by the Unit Ownership Law, the declaration of unit ownership, and the bylaws of the association of Unit Owners, Lessor may, upon 90 days written notice to the Unit Owners, pay or cause to be paid and discharged any such lien, claim or demand or the amount of any judgment thereon and all costs, expenses and other sums incurred or paid by Lessor in connection with the foregoing shall become immediately due and payable by the Unit Owners as additional rental hereunder and shall thereafter bear interest at the rate of 10 percent per annum from the date so paid.

8. TAXES AND UTILITIES.

8.1 Net Lease. It is the intention of Lessor that the rent to be paid hereunder by Lessee or by Unit Owners to Lessor shall be absolutely net to Lessor, without any deduction or expense whatsoever to Lessor.

8.2 Utilities. Lessee agrees to pay, before the same become delinquent, all charges for gas, electricity, heat, light, power, sewage, water, telephone and other similar or dissimilar public services or commodities furnished to the Property during the term of this Lease, including all installations, connection and disconnection charges. Lessor agrees, for no consideration, to grant easements over or in the Property or to dedicate any portion thereof that may be requested by any governmental entity or public utility for public utility purposes to serve the Property and to execute any documents that may be required therefor. If Lessor fails to do so within ten days after presentation to Lessor of such documents, Lessor irrevocably appoints Lessee as Lessor's attorney-in-fact to execute such documents for and on behalf of Lessor.

8.3 Taxes. Lessee agrees to pay, before the same become delinquent, all taxes and assessments of whatever kind or nature which may be imposed upon the Property, any improvements, facilities or personal property thereon, including all special assessments, and every other charge, lien or expense accruing or payable during the term of this Lease in connection with the Property, and also all taxes, licenses, fees or charges on account of any use which may be made of the Property or any activity thereon during the term of this Lease. Taxes and assessments for the first year of the term of this Lease shall be prorated between Lessor and Lessee as of February 28, 1973. Lessee may have the benefit of installment payment plans on special assessments and shall be obligated to pay only those

installments falling due during the term of this Lease. Lessee agrees to furnish to Lessor for Lessor's inspection, official receipts of the appropriate taxing authority, or other proof satisfactory to Lessor, evidencing the payment of any tax, assessment or charge required to be paid by Lessee. If at any time during the term of this Lease any tax or excise on rents or other tax, however described, is levied or assessed by the State of Oregon, or any political subdivision thereof against Lessor on account of rent reserved hereunder as a substitute in whole or in part for taxes on land or buildings, Lessee likewise shall pay and discharge such tax or excise to the extent that it is assessed or imposed as a direct result of Lessor's ownership of the Property or of rentals accruing under this Lease, but this provision shall not be construed in such manner as to require Lessee to pay any income tax of Lessor as that type of tax is levied and exists as a tax at the time of execution hereof. All taxes or assessments for the fiscal year during which the term hereof expires shall be appropriately prorated between the parties as of February 28, 2038.

8.4 Contests. Notwithstanding the foregoing provisions of this paragraph 8, Lessee shall have the right to dispute in good faith the legality or amount of any utility charge, tax or assessment by appropriate legal proceedings, provided that Lessee shall pay such charge, tax or assessment promptly on a final determination of the legality or amount thereof and during the period prior to the final determination thereof shall protect Lessor and the Property against any sale

for nonpayment thereof and at the written request of Lessor shall furnish to Lessor such bond or security as Lessor may require in an amount not exceeding the total amount of the charge, tax or assessment in dispute.

8.5 Unit Owner's Obligation. So long as the Property or any Parcel thereof is subject to the Unit Ownership Law, the Unit Owners shall be responsible for the charges set forth in subparagraphs 8.1, 8.2 and 8.3 above and to the extent that Unit Owners are responsible for such charges, Lessee shall be released from its responsibility for such charges.

8.6 Lessor's Option to Pay. If Lessee or any Unit Owner shall fail to pay when due any charge, tax or assessment required hereby to be paid by Lessee or any such Unit Owner, Lessor may, but shall not be required to, pay the same together with any and all interest and penalties thereon, in which event, the total amount as so paid by Lessor shall become immediately due and payable by Lessee or any such Unit Owner as additional rent hereunder and shall bear interest at the rate of 10 percent per annum from the date so paid.

9. MORTGAGES AND ENCUMBRANCES.

9.1 Lessee's and Unit Owner's Right to Mortgage. Lessee, or, in the event the Property or any Parcel thereof shall be subject to the Unit Ownership Law, any Unit Owner shall have the right at all times during the term of this Lease, without obtaining the consent of Lessor, to encumber Lessee's or such Unit Owner's respective leasehold interest in the Property or any Parcel thereof, by mortgage, deed of trust,

conditional or unconditional assignment, security agreement or any other instrument of hypthecation, all of which are hereinafter referred to as a "Mortgage," the owner of which is hereinafter referred to as a "Mortgagee," but any such encumbrance shall not create a lien on the fee of the Property. The right to encumber includes the right to assign subleases to a Mortgagee as additional security, provided that the Mortgagee, in the event of default by Lessee or a Unit Owner in the payment of rent to Lessor, or of other sums required to be paid under the terms of this Lease, shall pay over to Lessor any rent collected under such subleases up to all amounts due on this Lease from Lessee or any such Unit Owner.

9.2 Mortgagee's Consent. No exercise by Lessee, the Unit Owners, association of Unit Owners or the Trustees referred to in subparagraph 4.2 above, of any option or election herein, and no agreement between Lessor and Lessee or any Unit Owner amending or terminating this Lease shall be effective without the written consent thereto of each Mortgagee holding a Mortgage with respect to the interest of Lessee or any Unit Owner in effect at the time of such exercise or agreement.

9.3 Insurance Proceeds and Condemnation Awards. Any insurance proceeds payable by reason of fire damage or other insured casualty to improvements on the Property in which a Mortgagee then has an interest shall be distributed pursuant to paragraph 12 below. Any award payable by reason of a total or partial taking in condemnation of any improvement

on the Property in which a Mortgagee then has an interest shall be distributed pursuant to paragraph 13 below.

9.4 Notice and Right to Cure Lessee's Default. In the event of any default hereunder on the part of Lessee, Lessor shall give written notice to each Mortgagee of record setting forth the particulars thereof. Lessor agrees that Lessor shall not be entitled to exercise any of the remedies granted to Lessor under this Lease or otherwise available at law to redress such default, including the termination of this Lease, until the expiration of a period of 30 days from the giving of such notice to each Mortgagee and thereafter upon the expiration of such period only if during such period no Mortgagee has cured such default if the same could be cured by the payment of rent to Lessor or of other sums required to be paid under the terms of this Lease, or if the same could not be cured by such a payment or payments of money, only if during such 30-day period no Mortgagee has commenced proceedings for the foreclosure and sale of Lessee's leasehold interest in the Property or such Mortgagee's interest therein under its Mortgage. Where a mortgagee has so commenced proceedings for foreclosure and sale under its Mortgage, so long as such Mortgagee diligently pursues such proceedings to completion and during the pendency thereof keeps and performs all of the covenants, conditions and provisions of this Lease including the payments of rent provided herein to be kept and performed by Lessee, Lessor shall continue to refrain from exercising any of such remedies granted or so available to Lessor until

such time as Lessee's leasehold estate in the Property or such Mortgagee's interest therein shall be sold upon foreclosure pursuant to such Mortgage or shall be released or reconveyed from the lien thereof.

9.5 Notice and Right to Cure Unit Owner's Default. In the event of any default hereunder on the part of any Unit Owner, Lessor shall give written notice to each Mortgagee of record of such Unit Owner setting forth the particulars of the default. Lessor shall not be entitled to exercise against such Unit Owner any of the remedies granted to Lessor under this Lease or otherwise available at law to redress such default, including the termination of this Lease, by virtue of the defaults of any other Unit Owner or the association of Unit Owners. Lessor shall not be entitled to exercise any of the remedies granted to Lessor under this Lease or otherwise available at law to redress such default, including the termination of this Lease against a defaulting Unit Owner, if, within 30 days after Lessor has given written notice to such Mortgagee, the Mortgagee cures the default, if it can be cured by the payment of money, or the Mortgagee undertakes in writing to cure any default not involving the payment of money which Mortgagee is capable of performing, until such time as the unit shall be sold upon foreclosure pursuant to the terms of the Mortgage. In case the Mortgagee undertakes in writing to cure any default not involving the payment of money, Lessor will not terminate this Lease with respect to the defaulting Unit Owner within such further time as may be required by the Mortgagee to complete foreclosure of its Mortgage or other

remedy thereunder, provided that such remedy is pursued promptly and completed with due diligence and provided further that such Mortgagee pays all rent and other sums due under this Lease from such defaulting Unit Owner as the same become due.

9.6 Mortgagee's Foreclosure and Sale. Upon the transfer of Lessee's leasehold interest in the Property, a Unit Owner's leasehold interest in the Property or a Mortgagee's interest therein by foreclosure sale pursuant to a Mortgage, or in the event of any assignment in lieu of any such foreclosure, the transferee thereof shall acquire such leasehold interest without the necessity of obtaining the consent of Lessor and shall have a reasonable time to cure or to commence the cure of any then existing default which is not curable by the payment of money to Lessor or to others as required under the terms of this Lease. If the event of default by Lessee or any Unit Owner be or include an attachment, execution or other judicial levy upon the interest of Lessee or such Unit Owner, an assignment of such leasehold interest for the direct or indirect benefit of the creditors of Lessee or such Unit Owner, the judicial appointment of a receiver or similar officer to take possession thereof, or the filing of a petition by, for or against Lessee under any chapter of the Federal Bankruptcy Act, as the same may be from time to time amended, or if the event of default of Lessee or any Unit Owner in any other event of default hereunder, except

an event of default curable by the payment of money, the same shall be deemed cured by the transfer of the leasehold interest.

9.7 Transferee's Assumption. Any transferee acquiring an interest in this Lease at foreclosure sale pursuant to a Mortgage or by way of an assignment in lieu of such foreclosure shall assume this Lease and be bound, together with Lessor, by the applicable covenants, terms, conditions and provisions hereof until such time as it may subsequently transfer such interest in this Lease pursuant to Paragraph 14 below, at which time it shall be thereafter relieved from any and all liability with respect thereto.

9.8 Effect of Surrender by Lessee or Unit Owner. The surrender of this Lease by Lessee or any Unit Owner with an interest herein shall not affect the rights of any Mortgagee without the written consent thereto of each Mortgagee holding a Mortgage in effect at the time of such surrender, and should Lessee or any Unit Owner surrender this Lease or its interest therein without such consent, any such Mortgagee shall be entitled to succeed to the interest that Lessee or such Unit Owner held in the Property under this Lease.

9.9 Lessor's Bankruptcy. The bankruptcy, receivership or insolvency of Lessor shall not obligate any Mortgagee to pay any money to cure or terminate such event or occurrence and no Mortgagee shall be required to do anymore than is required of a Mortgagee under the terms of this Lease.

9.10 Lessor's Encumbrance or Conveyance. Lessor shall have the right to encumber or convey the Property or its interest in this Lease at any time, provided that any such encumbrance or conveyance shall be subject to this Lease and shall not affect the validity thereof nor the right of Lessee or others hereunder.

10. PUBLIC LIABILITY AND INSURANCE.

10.1 Hold Harmless. This Lease is made upon the express condition that Lessor is to be free from liability and claims for damages by reason of any injury to any person or persons, including Lessee and Unit Owners, or property of any kind whatsoever and to whomsoever it belongs, including the property of Lessee and Unit Owners from any cause or causes whatsoever, in, upon, or in any way connected with the Property during the term of this Lease or any occupancy hereunder. Lessee and the Unit Owners, acting by and through the association of Unit Owners, shall at all times during the term of this Lease carry and maintain, with Lessor named as an additional insured party, a policy of broad form comprehensive public liability insurance issued by a reputable insurance company chosen by Lessee or Unit Owners, acting by and through the association of Unit Owners, by the terms of which Lessor, Lessee and Unit Owners are insured and indemnified against liability and claims for damages by reason of any such injury.

10.2 Liability Insurance Amount. Such policy of insurance shall be maintained on a minimum basis of $500,000

for bodily injury or death of one person, $1,000,000 for bodily injury to or death in any one occurrence, and $100,000 for damage to property, or such greater amounts as may from time to time be customary with respect to similar properties in Deschutes County, Oregon.

10.3 Evidence of Insurance. A copy of said insurance policy or a certificate with respect thereto shall be delivered to Lessor and such policy shall provide that not less than ten days' written notice shall be given to Lessee, Unit Owners, the association of Unit Owners, and Lessor prior to the cancellation of, reduction of coverage under, or the occurrence of any other material change in, any such policy.

10.4 Lessor's Right to Insure. In the event that Lessee and Unit Owners, acting by and through the association of Unit Owners, fail to carry and maintain in force such insurance, Lessor may carry and maintain such insurance in force and the cost thereof shall be due and payable immediately by Lessee or Unit Owners as additional rental and shall bear interest at the rate of ten percent per annum from the date that Lessor pays the premium or other charge or charges therefor.

11. FIRE AND CASUALTY INSURANCE.

11.1 Fire Insurance Amount. Lessee, and Unit Owners acting by and through the association of Unit Owners, shall at all times during the term of this Lease, carry and maintain a policy of fire insurance with extended coverage endorsement, or its equivalent, covering all improvements at any time

located on the Property and insuring against loss or damage thereto in an amount not less than 90 percent of the full replacement value thereof excluding the value of paying. Such policy of insurance shall insure the interest of Lessor, Lessee, Unit Owners, and any Mortgagee, as the respective interest of each of them may appear.

11.2 Evidence of Insurance. A copy of said policy or a certificate with respect thereto shall be delivered to Lessor and any such policy shall provide that not less than ten days' written notice shall be given to Lessor, Lessee, Unit Owners, the association of Unit Owners and any Mortgagee with an interest in the improvements so insured prior to the cancellation of, reduction of coverage under, or the occurrence of any other material change in, any such policy.

11.3 Lessor's Right to Insure. In the event that Lessee or Unit Owners fail to carry or maintain in force such insurance with respect to their respective interests in the Property and any improvements thereon, Lessor may carry and maintain such insurance in force and the cost thereof shall be due and payable immediately by Lessee or Unit Owners as additional rent and shall bear interest at the rate of ten percent per annum from the date that Lessor pays the premium or other charge or charges therefor.

12. DAMAGE, DESTRUCTION AND RESTORATION

12.1 Lessee's Duty to Restore. If during the term of this Lease, any improvements on the Property shall be

damaged or destroyed by fire or other casualty, Lessee, at its sole cost and expense, shall repair or restore any such improvement to its condition immediately prior to the event of such damage or destruction, or to a condition comparable or greater in value thereto or shall otherwise place improvements on the Property with comparable or greater value to the improvement so damaged or destroyed in accordance with plans and specifications therefor as shall be previously approved in writing by Lessor and any Mortgagee with an interest in the improvement so destroyed or damaged. Any such approval shall not be unreasonably withheld, and shall be deemed given if such plans and specifications are not disapproved in writing within 30 days from their submission to such parties. Such work or restoration shall be commenced within 120 days after the damage or destruction occurs, and after receipt of approval from appropriate regulatory and governmental authority with respect to such work, whichever date occurs later in time, and shall be completed with due diligence but not later than 19 months after such work is commenced, subject to extension during periods of prevention, delay or stoppage of the work through acts of God, weather, war, inability to obtain labor or materials or reasonable substitutes therefor, governmental regulations or control, or other similar matters or causes beyond the reasonable control of Lessee. The employment of an architect and, or, engineer, to prepare plans and specifications for such work may be deemed to be the commencement of such work.

12.2 Unit Owner's Duty to Restore. So long as improvements on the Property or any Parcel thereof is subject to the Unit Ownership Law, the duty imposed upon Lessee in subparagraph 12.1 above shall, with respect to common elements and with respect to units to the extent the association of Unit Owners' insurance coverage be borne by the association of Unit Owners and, with respect to units to the extent not covered by insurance carried by the association of Unit Owners shall be borne by each Unit Owner.

12.3 Use of Insurance Proceeds. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration, and if the insurance proceeds be insufficient for that purpose, Lessee shall make up the deficiency out of its own funds, or, in the event improvements on the Property or any Parcel thereof are subject to the Unit Ownership Law, Unit Owners shall make up the deficiency out of their own funds. In the event the insurance proceeds are insufficient to cover the cost of such repairs or restoration, no Unit Owner shall be deemed in default under this Paragraph 12.3 if such Unit Owner shall pay toward such deficiency that portion of the deficiency which is determined by multiplying the total deficiency by the Unit Owner's percentage of undivided interest in general common elements in the condominium.

12.4 Use of Insurance Proceeds by Lessor. Should Lessee or the association of Unit Owners fail or refuse to

make the repairs or restoration as herein provided, or if any Mortgagee, after 30 days' written notice by Lessor or after any further time permitted under this Lease to a Mortgagee for the curing of a default hereof, shall fail or refuse to undertake and complete such work on behalf of Lessee or the association of Unit Owners, then in either of said events all insurance proceeds so collected shall be forthwith paid over to and retained by Lessor provided that Lessor uses and applies such proceeds, or so much thereof as may be necessary, for and to the repair or restoration of such improvements on the Property.

13. EMINENT DOMAIN.

13.1 Takings. If during the term of this Lease, there shall be a taking of all or any part of the Property, or any interest therein, under the power of eminent domain, by condemnation proceedings or otherwise, or any transfer thereof made in avoidance of or under threat of an exercise of the power of eminent domain, the rights and obligations of the parties with respect to this Lease, the Property and any award or compensation resulting therefrom shall be as provided in this Paragraph 13.

13.2 Termination of Lease. Upon the occurrence of a taking during the term hereof, the leasehold interest of the Lessee, or Unit Owners in and to the Property or the portion thereof so taken shall cease and terminate as to the Property or the portion thereof so taken as of the date of

such taking and the parties thereupon shall be released from all further liability under this Lease in relation thereto. The date of taking shall be the date upon which title to the Property or portion thereof passes to and vests in the condemnor. All rent and other charges payable by Lessee or Unit Owners to Lessor hereunder and attributable to the Property or portion of a Parcel thereof so taken shall be paid by Lessee or Unit Owner up to the date of taking.

13.3 Payment of Award. That portion of the award of compensation due from a taking attributable to the fair market value of the Property or the portion thereof so taken shall be payable to Lessor and the remainder thereof including the portion of the award attributable to the improvements shall be payable to Lessee, Unit Owners and any Mortgagee as the interest of each of them may appear. However, Lessor shall not be entitled to any portion of the award attributable to the Property or the portion thereof so taken which exceeds the price or the pro rata share thereof for the portion so taken which is payable to Lessor upon exercise of the option to purchase as set forth in Paragraph 4 above. Any such excess shall be payable to Lessee, Unit Owners or Mortgagees as the interest of each of them may appear.

14. SUBLETTING AND ASSIGNMENT.

14.1 Assignment or Conveyance by Lessee to Unit Owners. So long as Lessee is not then in default hereunder, Lessee shall have the right to convey or make voluntary assignments of its

interest in this Lease to Unit Owners. Any such conveyance or assignment by Lessee shall relieve Lessee of all obligations hereunder to the extent of the interest in this Lease so conveyed or assigned if such Unit Owner agrees, in an executed and acknowledged writing delivered to Lessor, to abide by and be bound by the covenants, conditions and provisions of this Lease applicable to Unit Owners.

14.2 Right to Sublet. Lessee and Unit Owners, without obtaining the consent of Lessor, shall have the right to sublet all or any portion of the Property from time to time for terms not extending beyond the expiration of this Lease.

14.3 Lessee's Right Voluntarily to Assign. So long as Lessee is not then in default hereunder, Lessee shall have the right to convey or make a voluntary assignment of its interest in this Lease (other than for the benefit of creditors generally) to an assignee who agrees in writing to abide by and be bound by all of the covenants, conditions and provisions of this Lease with respect to the Property or Parcel thereof which is the subject of such assignment, as though such assignee was the original Lessee hereunder. Except as provided in subparagraph 14.1 above, no such assignment shall relieve Lessee of any obligation hereunder unless Lessor shall agree thereto in writing, but Lessor shall not unreasonably withhold its agreement with respect thereto (to the extent of the Property or part thereof which is the subject of such assignment) upon a showing that such assignee is as financially responsible as Lessee hereunder.

14.4 Unit Owner's Right Voluntarily to Assign. So long as a Unit Owner is not then in default hereunder, such Unit Owner shall have the right to convey or make a voluntary assignment of its interest in this Lease (other than for the benefit of creditors generally) to a purchaser of his unit. Any such conveyance or assignment by a Unit Owner shall relieve such Unit Owner of all obligations hereunder to the extent of the interest in this Lease so conveyed or assigned if such purchaser agrees in an executed and acknowledged writing to abide by and be bound by all of the covenants, conditions and provisions of this Lease applicable to Unit Owners.

14.5 No Involuntary Assignments. Neither this Lease nor Lessee's interest in this Lease or the Property or any part thereof or any Unit Owner's interest in this Lease or the Property or any part thereof shall be assignable by Lessee or a Unit Owner except as expressly provided herein, be such assignment by act of law, including bankruptcy, involuntary or voluntary, or otherwise, and no trustee, receiver, assignee for the benefit of creditors, sheriff, creditor of Lessee, purchaser at any judicial sale, or officer of any court shall acquire any right or interest under this Lease or to or in the possession or use of the Property, or any part thereof, without the prior written consent of Lessor, except as otherwise provided in this Lease.

15. SURRENDER OF POSSESSION.

15.1 Surrender. In the event the option to purchase set forth in Paragraph 4 above is not exercised, then upon the

expiration of the term of this Lease, or any earlier termination thereof, Lessee and each and every Unit Owner shall surrender to Lessor possession of the Property and all improvements thereon. If Lessee or such Unit Owner is not then in default under any of the covenants, conditions or provisions of this Lease, Lessee and such Unit Owner may remove or cause to be removed all movable furniture, furnishings and other personal property belonging to Lessee or such Unit Owners and not affixed to the structures on or about the improvements on the property. Further, upon such expiration or earlier termination, Lessee and such Unit Owner shall cause each and all of the occupants of the Property to remove themselves and their movable furniture and furnishings therefrom and to surrender possession of improvements occupied by each of them. Any personal property not so removed from the Property within 60 days after the date of expiration of the term of this Lease or an earlier termination thereof shall belong to Lessor without the payment of consideration therefor.

15.2 Quitclaim. Upon the expiration of the term hereof, or any sooner termination of this Lease, Lessee and Unit Owners agree to execute, acknowledge and deliver to Lessor a proper written instrument in recordable form which releases and quitclaims to Lessor all of their right, title and interest in and to the Property and all improvements thereon, or otherwise evidences the termination of their interest therein and thereto.

16. EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute a default of the covenants, conditions and provisions of this Lease by Lessee or a Unit Owner:

16.1 Nonpayment. The failure to make any payment of rent or other payment to be made hereunder, as and when such failure shall continue for a period of 30 days after written notice with respect thereto from Lessor.

16.2 Noncompliance. The failure to observe or perform any of the other covenants, conditions or provisions of this Lease required to be observed or performed, where such failure shall continue for a period of 30 days after written notice with respect thereto from Lessor, provided that where more than 30 days are reasonably required to cure such failure in performance, then a default shall not be deemed to have occurred if within such 30-day period, the curing of such failure is commenced and thereafter diligently prosecuted to completion.

17. REMEDIES ON DEFAULT. The default of any covenant, condition or provision of this Lease by a Unit Owner shall in no way prejudice or encumber other Unit Owners, and the collective failure of Unit Owners to perform any covenants, conditions or provisions to be collectively performed by them through the association of Unit Owners shall not constitute a default on the part of any individual Unit Owner so long as such Unit Owner shall pay to Lessor all rent payable by such Unit Owner and his proportionate share of Lessor's expenses

of correcting such default in accordance with his percentage interest in the general common elements of the leasehold condominium project within 30 days after notice from Lessor of nonpayment or nonperformance by the association of Unit Owners. In the event of a default of any covenant, condition or provision of this Lease by Lessee (and subject to the foregoing provision, any default by any Unit Owner), Lessor may, at Lessor's option, exercise any one or more of the rights and remedies available to a landlord in the State of Oregon to redress such a default, consecutively or concurrently, including the following:

17.1 Re-entry. In the event of a default by Lessee or a Unit Owner, Lessor may elect to terminate the defaulting party's right to possession of the Property by written notice to the defaulting party. Following such notice, Lessor may re-enter, take possession of the Property to the extent of the interest of such defaulting party and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Lessor shall have the right to distrain the personal property belonging to the defaulting party which is on the Property at the time of re-entry, or the right to such other security interest as the law may permit, to secure all sums due or which become due to Lessor under this Lease. Perfection of such security interest shall occur by taking possession of such personal property or otherwise as provided by law.

17.2 Reletting. Following re-entry by Lessor

because of a default by Lessee or a Unit Owner, Lessor may re-let the Property or the unit of a defaulting Unit Owner for a term longer or shorter than the term of this Lease and upon any reasonable terms, including the granting of rent concessions to the new tenant. Lessor may alter, refurbish or otherwise change the character or use of the Property in connection with such reletting. No such reletting by Lessor following a default by Lessee or a Unit Owner shall be construed as an acceptance of a surrender of the Property. If rent received upon reletting exceeds the rent received under this Lease, Lessee or such Unit Owner shall have no claim to the excess.

17.3 Damages for Default. Following re-entry, Lessor shall have the right to recover from the defaulting party the following damages:

17.3.1 Unpaid Rent. All unpaid rent or other charges for the period prior to re-entry, plus interest as provided herein.

17.3.2 Lost Rent. An amount equal to the rental lost during any period during which the Property or a defaulting Unit Owner's unit is not relet, if Lessor uses reasonable efforts to relet the Property or such unit. If Lessor lists the Property or such unit with a real estate broker experienced in leasing similar properties in Deschutes County, Oregon, such listing shall constitute the taking of reasonable efforts to relet.

17.3.3 Costs. All costs incurred in reletting or attempting to relet the Property or such unit, including,

but without limitation, the cost of cleanup and repair in preparation for a new tenant, the cost of correcting any defaults or restoring any unauthorized alterations and the amount of any real estate commissions or advertising expenses.

17.3.4 Accruing Rent Not Received. The difference between the rent due under this Lease from the defaulting party and the amount actually received by Lessor after reletting, as such amounts accrue.

17.3.5 Attorneys' Fees. Reasonable attorneys' fees incurred in connection with the default, whether or not any litigation is commenced.

17.4 Actions on Default. Lessor may sue periodically to recover damages as they accrue throughout the term of this Lease, and no action for accrued damages shall be a bar to a later action for damages subsequently accruing. To avoid a multiplicity of actions, Lessor may obtain a decree of specific performance requiring a defaulting party to pay the damages stated in subparagraph 17.3 as they accrue. Alternatively, Lessor may elect in any one action to recover accrued damages plus damages attributable to the remaining term of this Lease equal to the difference between the rent due under this Lease from the defaulting party and the reasonable rental value of the Property or such unit for the remainder of the term, discounted to the time of judgment at the rate of 6 percent per annum.

17.5 Lessor's Election Not to Re-enter. In the event that a defaulting party remains in possession following default and Lessor does not elect to re-enter, Lessor may

recover all back rent and other charges and shall have the right to cure any nonmonetary default and recover the cost of such cure from such defaulting party, plus interest at the maximum legal rate from the date of the expenditure. In addition, Lessor shall be entitled to recover attorneys' fees reasonably incurred in connection with the default, whether or not litigation is commenced. Lessor may sue to recover such amounts as they accrue, and no one action for accrued damages shall bar a later action for damages subsequently accruing.

17.6 Remedies Cumulative. The foregoing remedies in this Paragraph 17 shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another consistent remedy.

18. ESTOPPEL CERTIFICATES. Lessor, Lessee and Unit Owners shall, from time to time, upon not less than 15 days' prior notice from the other, execute, acknowledge and deliver, without charge, to the other party, or to any person designated by the other party, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof), that to the knowledge of such party no uncured event of default exists hereunder (or if any such uncured event of default does exist, specifying the same), the dates to which the rent and other sums and charges payable hereunder have been paid, and that such party to its knowledge has no claims against the other party hereunder except

for the continuing obligations under this Lease (or if such party has any such claims, specifying the same).

19. HOLDING OVER. This Lease shall terminate and become null and void without further notice upon the expiration of the term specified herein, and any holding over by Lessee or a Unit Owner after the expiration of said term, or the earlier termination thereof, shall not constitute a renewal hereof nor give Lessee or any Unit Owner any rights hereunder or in or to the possession or use of the Property, or any part thereof, except that any holding over by Lessee or a Unit Owner with the consent of Lessor from and after the expiration hereof, or the earlier termination thereof, shall be deemed a tenancy from month to month, but otherwise on the same conditions, covenants and provisions as contained in this Lease, the rent for such period being based upon the annual rental due for the last year of the term hereof, or the last year prior to the earlier termination thereof, and payable, in advance, upon a monthly basis.

20. LITIGATION.

20.1 Involuntarily Made a Party. Should Lessor involuntarily be made a party to any litigation brought by or against Lessee, any Unit Owner or the association of Unit Owners concerning this Lease or the Property which arises by reason of an act or failure to act of Lessee or such Unit Owner and not because of an act or failure to act of Lessor, Lessee, such Unit Owner or the association of Unit Owners agree to pay Lessor's costs, expenses and reasonable attorneys' fees incurred thereby and expended by Lessor at trial or upon any appeal by reason

thereof. If Lessee, Unit Owner or the association of Unit Owners be made a party involuntarily to any litigation brought by or against Lessor concerning this Lease or the Property which arises by reason of an act or failure to act of Lessor and not because of an act or failure to act of Lessee, such Unit Owner or the association of Unit Owners, Lessor agrees to pay Lessee's, such Unit Owner's or the association of Unit Owners' costs, expenses and reasonable attorneys' fees incurred thereby at trial or upon any appeal therefrom.

20.2 Attorneys' Fees. In the event of any litigation between the parties hereto concerning this Lease or the Property arising by reason of an act or failure to act by Lessor, Lessee, any Unit Owner or the association of Unit Owners, the party in whose favor final judgment in connection with such litigation shall be entered shall be entitled to recover from the other party its costs, expenses and reasonable attorneys' fees incurred at trial and upon an appeal therefrom.

21. PAYMENTS AND NOTICES.

21.1 Payments. All rent and other sums payable to Lessor by Lessee, Unit Owners or by the association of Unit Owners shall be paid to Lessor's address written first above, or at such other place as Lessor shall hereafter designate by written notice to Lessee, Unit Owners or the association of Unit Owners.

21.2 Notice. Any notice to be given by Lessor, Lessee, Unit Owners or the association of Unit Owners shall be delivered in person to Lessor, Lessee, Unit Owners or the

association of Unit Owners, or deposited in the United States mail duly registered or certified, with return receipt requested, postage prepaid and addressed to the party for whom such notice is intended at the address of Lessor or Lessee first written above or to Unit Owners at the address shown on the records of the association of Unit Owners, or at such other address as Lessor, Lessee, Unit Owners or the association of Unit Owners, may hereafter designate by written notice to the others. Service of any such written notice shall be deemed complete upon receipt.

22. POWER OF ATTORNEY.

22.1 Ratification. The appointment by Lessor of Lessee or the association of Unit Owners as Lessor's attorney-in-fact with authority to undertake and perform certain acts or actions more specifically set forth in this Lease for Lessor, for its benefit or on its behalf shall constitute and carry with it the full power and authority in Lessee or such association of Unit Owners to do and perform every act whatsoever required, necessary or appropriate to be done in and about the acts and actions the subject of such appointment, as fully and to all intents and purposes as Lessor might or could do if present and undertaking to perform those acts or actions itself, and Lessor hereby ratifies all that Lessee or the association of Unit Owners shall lawfully do or cause to be done by virtue of the authority granted in this Lease with respect thereto to Lessee or the association of Unit Owners. Any such power of attorney is a special power, coupled with an interest, and

irrevocable.

22.2 Limitation. The special power of attorney set forth in this Paragraph 22 shall automatically terminate upon assignment of this Lease by Lessee for any reason whatsoever, except an assignment made for security to a bona fide lender, substantial in nature and similar to a bank, savings and loan association, insurance company or real estate investment trust and except for an assignment made to any Unit Owner insofar as the association of Unit Owners may act for and in behalf of Unit Owners as provided in this Lease.

23. BINDING ON SUCCESSORS. The covenants, conditions and provisions of this Lease shall be deemed to run with the land and shall inure to the benefit of and be binding upon the parties hereto, the heirs, divisees, personal representatives, successors in interest, assigns, sublessees, licensees and the like, as fully and to the same extent as those specifically mentioned herein in each instance, subject, however, to any specific limitation with respect thereto applicable to a party succeeding to an interest of Lessee in the Lease or the Property or any part thereof elsewhere set forth under this Lease.

24. WAIVER. Any waiver by Lessor or a breach or default by Lessee or any Unit Owner of any one or more of the covenants, conditions or provisions of this Lease shall not be deemed a waiver of any subsequent or other breach or default by Lessee or such Unit Owner of the same or of any other covenant, condition or provision of this Lease, nor shall any failure of Lessor to require or exact full and complete observance and performance

on the part of Lessee or any Unit Owner of the covenants, conditions or provisions of this Lease be construed as changing the terms hereof with respect thereto. Lessor's consent to or approval of any act or failure to act of Lessee or any Unit Owner shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of, where required hereunder, any subsequent act or failure to act of Lessee or such Unit Owner.

25. TIME. Time is of the essence of each and all of the covenants, conditions and provisions of this Lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first set forth above.

SUNRIVER PROPERTIES, INC.

By _____
Lessee

SUNRIVER LANDS, INC.

By _____, President
Lessor

STATE OF OREGON)
) ss.
County of ~~Multnomah~~ Deschutes) ~~March~~ APRIL 9TH, 1973

On this 9TH day of APRIL, 1973, personally appeared JOHN O. NOFF who, being sworn, stated that he is the VICE PRESIDENT of SUNRIVER PROPERTIES, INC. and that the seal affixed hereto is its seal and that this deed was voluntarily signed and sealed in behalf of the corporation by authority of its board of directors.

Before me:

WILLIAM G. TAYLOR NOTARY PUBLIC STATE OF OREGON

Notary Public for Oregon
My commission expires: 8-2-75

STATE OF OREGON)
) ss.
County of ~~Multnomah~~ Deschutes) ~~March~~ APRIL 9TH, 1973

On this 9TH day of APRIL, 1973, personally appeared C.A. ELLIS who, being sworn, stated that he is the PRESIDENT of SUNRIVER LANDS, INC. and that the seal affixed hereto is its seal and that this deed was voluntarily signed and sealed in behalf of the corporation by authority of its board of directors.

Before me:

WILLIAM G. TAYLOR NOTARY PUBLIC STATE OF OREGON

Notary Public for Oregon
My commission expires: 8-2-75

BEND TITLE COMPANY
BOND, BEND, OREGON 97701
050M050 BOND, BEND, OREGON 97701
BEND TITLE COMPANY

8788

STATE OF OREGON
County of Deschutes

INDEX

I hereby certify that the within instrument of writing was received for Record the 11 day of Apr A.D. 1973 at 9:47 o'clock A M., and recorded in Book 194 on Page 159 Records of Deeds

ROSEMARY PATTERSON
County Clerk

By Dianne Pendelton Deputy

18514

AMENDMENT TO LEASE

VOL 231 PAGE 886

DATED: May 12, 1976.

BETWEEN: SUNRIVER LANDS, INC., an Oregon corporation, whose address is Sunriver, OR 97701, hereinafter referred to as "Lessor",

AND: SUNRIVER PROPERTIES, INC., an Oregon corporation, whose address is Sunriver, OR 97701, hereinafter referred to as "Lessee".

W I T N E S S E T H :

Lessor has leased four parcels of real property to Lessee pursuant to an instrument dated as of March 1, 1973 and recorded April 11, 1973 in Book 194 of the Records of Deeds of Deschutes County, Oregon at Page 159 (hereinafter called "the Lease"). The Lease provides that the Lessee may develop the leased premises as a condominium containing up to four phases and not more than 103 units, but further provides that the Lessee may elect to limit the condominium to fewer than four phases and less than 103 units.

Lessee has submitted Parcels I and II of the leased premises to the condominium form of ownership pursuant to Declaration Submitting Phases 1 and 2 of Ranch Cabins to Oregon Unit Ownership Law recorded November 8, 1973 in Volume 200 of the Records of Deeds of Deschutes County, Oregon at Page 740, the first page of which was rerecorded December 3, 1973 in Volume 201 at Page 367. Lessor's interest in Parcels I and II has been conveyed to U.S. Bancorp Realty and Mortgage Trust.

Lessor and Lessee now wish to amend the Lease as it pertains to Parcels III and IV for the purpose of reflecting Lessee's election to limit the Ranch Cabins condominium to the 39 units located on Parcels I and II and to annex to the Ranch Cabins condominiums as the final phase of development the roadway and swimming pool

area described on Exhibit "A" attached hereto.

NOW, THEREFORE, the parties hereby agree that the Lease shall be amended as follows:

1. The legal description of Parcel III of the Property is hereby amended to read as set forth in Exhibit "A" attached hereto.

2. Parcel IV is hereby deleted from the Property leased by Lessor to Lessee.

3. The schedule appearing at the top of Page 6 of the Lease is hereby amended to read as follows:

Phase and Parcel	Number of Units of Each Type						Total Units
	A	B	C	D	E	F	
I	1	1	1	1	0	1	5
II	3	7	10	7	3	4	34
III	0	0	0	0	0	0	0
							39

4. Section 3.1 of the Lease is amended to provide that the annual fixed rent shall be $16,224 payable in equal monthly installments of $1,352 each. The schedule set forth in Section 3.1 of the Lease is hereby amended to read as follows:

	Monthly Installment	Annual Fixed Rent Rate
Parcel I	$ 172	$ 2,064
Parcel II	1,180	14,160
Parcel III	0	0
	$1,352	$16,224

5. Section 4.1 of the Lease is hereby amended to provide that the total purchase price for the Property under the Option to Purchase shall be the sum of $351,001 and that the purchase price of individual Parcels of the Property shall be

as follows:

Parcel	Price
1	$ 45,000
2	306,000
3	1

The Lease shall continue to effect in accordance with its terms except as otherwise expressly provided in this amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease as of the day and year first set forth above.

SUNRIVER LANDS, INC.

By Ronald C. Anderson
Ronald C. Anderson, President

By Charles P. Hansen
Charles P. Hansen, Secretary

SUNRIVER PROPERTIES, INC.

By Ronald K. Duplanty
Ronald K. Duplanty, Vice President

By Charles P. Hansen
Charles P. Hansen, Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this 12 day of May, 1976, personally appeared before me Ronald C. Anderson and Charles P. Hansen who, being duly sworn, did say that they are the President and Secretary, respectively, of SUNRIVER LANDS, INC., a corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My Commission Expires: 8-6-78

STATE OF OREGON)
) ss.
County of Deschutes)

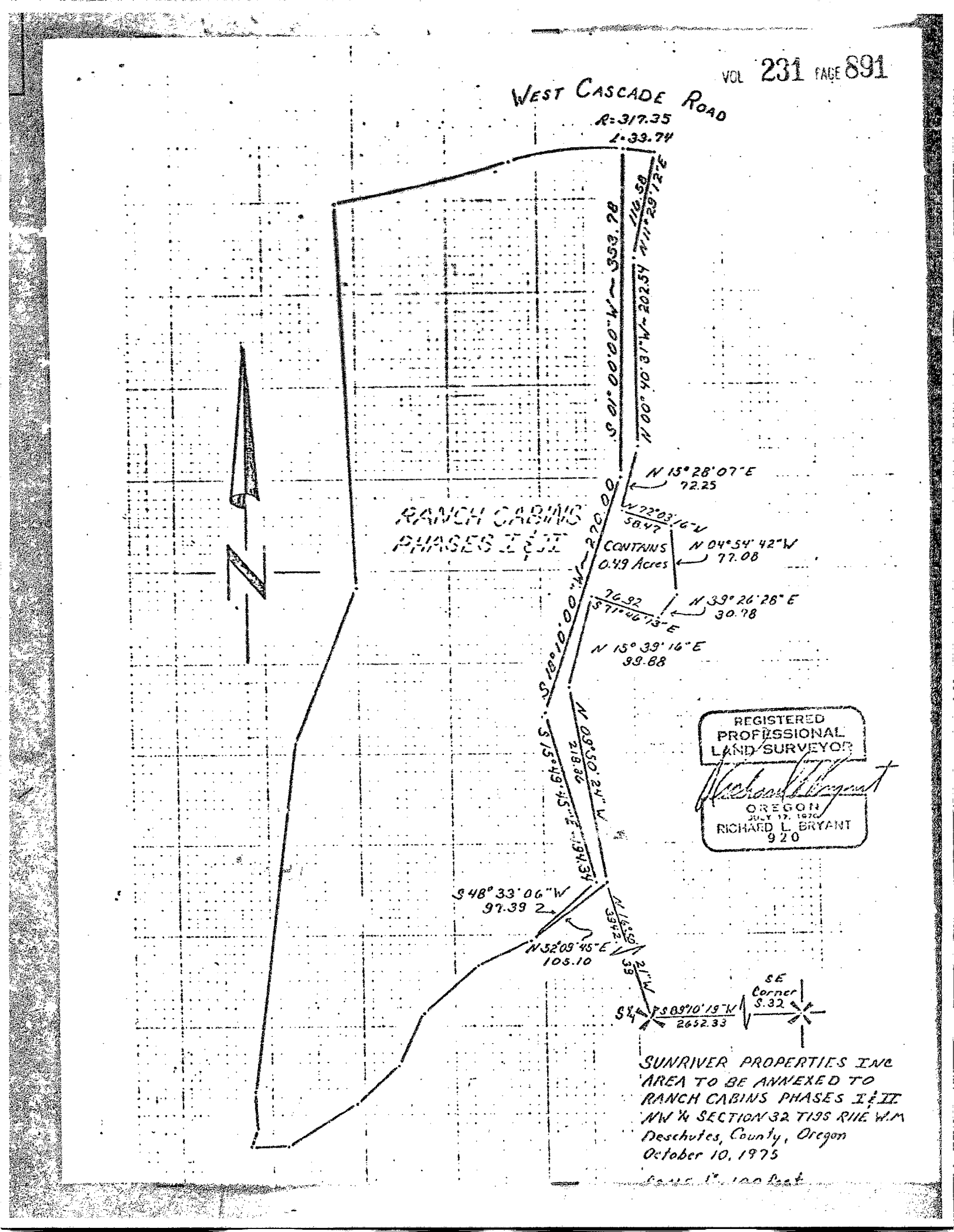
On this 12 day of May, 1976, personally appeared before me Ronald K. Duplanty and Charles P. Hansen who, being duly sworn, did say that they are the Vice President and Secretary, respectively, of SUNRIVER PROPERTIES, INC. a corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My Commission Ex ires: 8-6-78

EXHIBIT "A"

A tract of land containing 0.49 acres, lying in the NW¼ of Section 32, T19S, R11E, WM, Deschutes County, Oregon, described as follows: Commencing at the southeast corner of said Section 32; thence S 89°10'19" W 2652.33 feet to the South ¼ corner of said section; thence N 16°50'21" W 3942.39 feet to the point of beginning marked by a ½" iron rod;

thence N 09°50'24" W 218.36 feet;
thence N 15°39'16" E 99.88 feet;
thence S 71°46'13" E 76.92 feet;
thence N 39°26'28" E 30.78 feet;
thence N 04°54'42" E 77.08 feet;
thence N 72°03'16" W 58.47 feet;
thence N 15°28'07" E 72.25 feet;
thence N 00°40'31" W 202.54 feet;
thence N 11°29'12" E 116.58 feet to the southerly right of way of a 60 foot private road known as West Cascade Road, as platted in Mountain Village West I;
thence westerly around a 317.35 foot radius curve left 33.74 feet (long chord bears N 81°45'08" W 33.73 feet);
thence S 01°00'00" W 353.78 feet;
thence S 18°10'00" W 270.00 feet;
thence S 15°49'45" E 194.34 feet;
thence S 48°33'06" W 97.39 feet;
thence N 52°09'45" E 105.10 feet to the point of beginning.



SUNRIVER PROPERTIES INC
AREA TO BE ANNEXED TO
RANCH CABINS PHASES I & II
NW ¼ SECTION 32 T19S R11E W.M
Deschutes, County, Oregon
October 10, 1975

Scale 1" = 100 Feet

18514

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 25 day of May A.D. 1976 at 10:19 o'clock A M. and recorded in Book 231 on Page 186 Records of Deds

ROSEMARY PATTERSON
County Clerk

By Denise P. Allen Deputy

After recording return to:
First Interstate Bank of Oregon
Trust Loan Servicing MP-2
P O Box 2971
Portland OR 97208

91-37480 252 - 1824

REASSIGNMENT OF LEASE

The undersigned United States National Bank of Oregon, Trustee does hereby assign, transfer and set over unto First Interstate Bank of Oregon, Successor Trustee for the Stoel Rives Boley Jones and Grey Retirement Plan and Trust all of its right, title and interest in, to and under the Partial Assignment of Lease, dated August 1, 1985 executed by Pacific Realty Associates, L.P., a Delaware Limited Partnership, assignor, recorded on August 1, 1985 under recording #85-15525, Deschutes County, Oregon relating to that certain Lease and Option to Purchase Agreement dated March 1, 1973, between Sunriver Lands, Inc., Lessor, and Sunriver Properties, Inc., Lessee, recorded April 11, 1973 in Volume 194, Page 159, of the Deed records of Deschutes County, Oregon and that certain real property situated in the County of Deschutes, State of Oregon described as follows:

Legal Description Attached and made a part hereof by reference hereto.

DATED this 18th day of July, 1991.

UNITED STATES NATIONAL BANK OF OREGON
Successor Trustee

By: _____
Assistant Vice President

STATE OF OREGON)
) ss.
County of Multnomah) July 18, 1991

Personally appeared W.E. Rutherford, who stated that he is an Assistant Vice President of United States National Bank of Oregon and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors.

Before me: _____
Notary Public for Oregon
My Commission Expires: 7/19/1991

DOC:5474

DESCRIPTION

PARCEL I:

252 - 1825

A tract of land lying in the Northwest Quarter (NW-1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southeast corner of said Section 32; thence South 89°10'11" West, 2,652.33 feet to the South Quarter corner of said Section; thence North 16°30'19" West, 4,489.98 feet to the point of beginning marked by a 5/8" iron rod; thence North 1°45'15" East, 68.79 feet; thence North 20°40'20" West, 168.11 feet to the Southerly right-of-way of a 60 foot private road known as West Cascade Road as described in the plat of Mountain Village West I; thence along the Southerly right-of-way of said road around a 980 foot radius curve to the right, 94.20 feet (long chord bears South 80°10'12" West, 94.17 feet) to the Easterly boundary of Mountain Village West I; thence South 2°7'24" East along the Easterly boundary of said plat, 214.32 feet; thence North 88°18'8" East, 142.15 feet to the point of beginning.

EXCEPT the leasehold estate which was submitted to Oregon Unit Ownership Law as PHASES 1 and 2 of RANCH CABINS, in the County of Deschutes, State of Oregon, by Declaration recorded November 8, 1973, in Book 200, Page 740, Deed records; first page of said Declaration was re-recorded December 3, 1973, in Book 201, Page 367, Deed records.

PARCEL 2:

A tract of land lying in the Northwest Quarter (NW-1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southeast corner of said Section 32; thence South 89°10'19" West, 2,652.33 feet to the South Quarter corner of said Section; thence North 16°58'41" West, 3,945.30 feet to the point of beginning marked by a 1/2" iron rod; thence North 15°49'45" West, 194.34 feet; thence North 18°10'00" East, 270.00 feet; thence North 1°00'00" East, 353.78 feet to the Southerly right-of-way of a 60 foot private road known as West Cascade Road as platted in Mountain Village West I: thence Westerly along the South right-of-way of said road around a 317.35 foot radius curve to the left 128.00 feet (long chord bears South 83°25'12" West, 127.14 feet); thence around a 980 foot radius curve to the right, 94.65 feet (long chord bears South 74°38'55" West, 94.62 feet); thence South 20°40'20" East, 168.11 feet; thence South 1°45'15" West, 68.79 feet; thence South 88°18'8" West, 142.15 feet to the Easterly boundary of Mountain Village West I as platted; thence South 2°07'24" East along the East boundary of Mountain Village West I, 203.88 feet; thence South 21°34'35" West, 182.17 feet; thence South 7°11'5" West, 389.35 feet; thence South 40.67 feet; thence South 13°17'17" West, 19.92 feet; thence North 89°26'56" East, 39.74 feet; thence North 58°17'59" East, 87.56 feet; thence North 46°01'56" East, 63.47 feet; thence North 25°22'29" East, 64.00 feet; thence North 49°19'04" East, 80.63 feet; thence North 64°36'02" East, 62.90 feet; thence North 48°33'06" East, 97.39 feet to the point of beginning.

CONTINUED

Y/9

EXCEPT the leasehold estate which was submitted to Oregon Unit Ownership Law as PHASES 1 and 2 of RANCH CABINS, in the County of Deschutes, State of Oregon, by Declaration recorded November 8, 1973, in Book 200, Page 740, Deed records; first page of said Declaration was re-recorded December 3, 1973, in Book 201, Page 367, Deed records.

252 - 1827

LEGAL DESCRIPTION
Parcel of land known as
RANCH CABINS PHASE III
Though never recorded
and annexed to Phases I and II

A parcel of land containing 0.493 acres located in the northwest one quarter of Section 32 in Township 19 South and Range 11 East of the Willamette Meridian in Deschutes County, Oregon being more fully described as follows:

Beginning at the initial point for CIRCLE FOUR RANCH CONDOMINIUM Phase I which is a 2" X 36" iron pipe set 7" below the surface with a 5/8" iron rod set in concrete inside said pipe, said point lying on the westerly boundary of that parcel of land recorded by Warranty Deed on August 22, 1984 in Book 70 Page 362 of the Deschutes County Deed Records; and running thence along said westerly boundary North 04°55'26" West a distance of 77.12 feet to a 5/8" iron rod; thence North 72°04'45" West 58.40 feet to a 5/8" iron rod; thence North 15°35'03" East 72.15 feet to a 5/8" iron rod; thence North 00°42'08" West 152.66 feet to a 5/8" iron rod at the southerly northwest corner of said CIRCLE FOUR RANCH CONDOMINIUM Phase I; thence following the westerly boundary of said condominium plat North 00'42'08" West 50.00 feet to a 5/8" iron rod; thence North 11°32'38" East 116.40 feet to a 5/8" iron rod on the southerly right-of-way of West Cascade Road, said point also being the northerly northwest corner of said condominium plat; thence 33.74 feet leaving said westerly boundary recorded in Book 70 Page 362 along the arc of a 317.35 foot radius curve right (the long chord of which bears North 81°56'06" West 33.72 feet) to an iron rod at the northeast corner of RANCH CABINS Phase I and II, the Declarations, including legal descriptions, of which is recorded in Volume 200 Page 740 through Pages 760 of said deed records; thence leaving said southerly right-of-way South 01°00'00" West 353.78 feet along the easterly boundary of said RANCH CABINS to an iron rod; thence South 18°10'00" West 270.00 feet to an iron rod; thence South 15°49'45" East 194.34 feet to an iron rod; thence South 48°33'06" West 97.39 feet to a 1/2" iron rod; thence leaving said easterly boundary North 52°09'45" East 105.10 feet to a 1/2" iron rod at the southwest corner of that parcel recorded in Book 70 Page 362 of said deed records; thence along the westerly boundary of said parcel North 09°51'21" West 218.37 feet to a 5/8" iron rod; thence North 15°39'19" East 99.85 feet to a 5/8" iron rod; thence South 71°47'47" East 76.90 feet to a 5/8" iron rod; thence North 39°21'49" East 30.75 feet to the place of beginning.

David K. Bateman
David K. Bateman LS 1068

December 15, 1985

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

91 DEC 19 AM 10:44

MARY SUE PENHOLLOW
COUNTY CLERK

BY. _____ DEPUTY

NO. 91-37480 FEE 53-

DESCHUTES COUNTY OFFICIAL RECORDS

DECLARATION SUBMITTING PHASES 1 AND 2 OF RANCH CABINS TO OREGON UNIT OWNERSHIP LAW

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 31st day of October, 1973 by SUNRIVER PROPERTIES, INC., an Oregon corporation, hereinafter called "the Developer."

Developer proposes to create a leasehold condominium to be known as "Ranch Cabins" which will be a part of Mountain Village, Sunriver, in Deschutes County, Oregon. Accordingly, Developer has subjected Ranch Cabins to the Plan of Sunriver and annexed Ranch Cabins to Mountain Village. Developer is the lessee of the property included within Ranch Cabins pursuant to a lease dated March 1, 1973 in which Sunriver Lands, Inc. is the lessor. Such lease has a term of 65 years, expiring on February 28, 2038 and contains an option to purchase anytime between March 1, 2008 and the end of the term.

The purpose of this declaration is to submit Developer's leasehold estate in Phases 1 and 2 of Ranch Cabins to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law.

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

1. Definitions. When used herein the following terms shall have the following meanings:

1.1 "The Lease" shall mean that certain lease dated

March 1, 1973 in which Sunriver Lands, Inc. is the lessor and Developer is the lessee and which has been recorded in the records of Deschutes County, Oregon.

1.2 "Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village" shall mean that certain document dated April 12, 1972, recorded April 14, 1972 in Volume 183 of the records of deeds of Deschutes County, Oregon at page 805, as amended by instruments recorded August 9, 1972 in Volume 187 at page 242 and February 14, 1973 in Volume 192 at page 559.

1.3 Incorporation by reference. Each of the terms defined in Section 1 of the Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village shall have the meanings set forth in such Section 1, including those definitions incorporated therein by reference. Except as otherwise provided herein, each of the terms defined in the Oregon Unit Ownership Law, ORS 91.505, shall have the meanings set forth in such Section.

2. Property submitted. The property submitted to the Oregon Unit Ownership Law hereunder is held by the Developer and conveyed by it in leasehold estate pursuant to the terms of the Lease. Upon the filing of this declaration, each unit owner will be entitled to certain nonexclusive easements within Sunriver as provided in the Plan of Sunriver and the Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins

to Mountain Village. The land being submitted, being Phases 1 and 2 of Ranch Cabins, is located in Mountain Village, Sunriver, in Deschutes County, Oregon, and is more particularly described on Exhibit A attached hereto. Such property includes the land so described, all buildings, improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all personal property used in connection therewith.

3. Name and unit description.

3.1 Name. The name by which the property submitted hereunder shall be known is "Ranch Cabins."

3.2 Unit description. Phases 1 and 2 of Ranch Cabins consist of 39 buildings containing one unit each. Buildings containing units with Design Plans A, B, C, D and F have two stories, while buildings containing units with Design Plan E have one story. Each building is of wood frame construction without basement and has a concrete foundation, concrete slab at first floor, ribbed metal roof, cedar siding on the exterior walls, and interior and partition walls of textured gypsum board and cedar paneling.

The dimensions of each of the units are set forth in the document entitled "Site Plan and Floor Plans of Ranch Cabins, Phases 1 and 2," (hereinafter referred to as "the Site Plan"), filed simultaneously herewith and made a part of this declaration as if fully set forth herein. Each unit shown on the

Site Plan shall include all outside exterior walls (except the siding thereon), the roof over the unit (except for the exterior chimney), the foundation and all pipes, ducts and utilities in or under the foundation, all decks adjoining the unit, fences located on the decks (except for the exterior siding on such fences), and everything encompassed thereby.

4. Location of units. The designation and location of each unit in Phases 1 and 2 is shown in the Site Plan, filed simultaneously herewith and made a part of this declaration as if fully set forth herein. The approximate area of each unit is shown on Exhibit B, attached hereto and made a part hereof.

5. General common elements. The general common elements consist of the land, pathways, driveways, grounds and parking areas. The common elements also include the outside exterior siding of each building (including exterior siding on fences located on decks), exterior chimneys, and all other elements of the property necessary or convenient to its existence, maintenance or safety, or normally in common use, except as may be designated herein a part of a unit. Each unit will be entitled to a percentage ownership interest in the general 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 is more particularly described in paragraph 12.4 below.

6. Limited common elements. There are no limited common elements in Phases 1 and 2 of Ranch Cabins.

7. Use of property. Each unit is to be used as a single family dwelling. Additional limitations on use are contained in the Lease, the Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village, the Plan of Sunriver and the Bylaws of the Association of Unit Owners of Ranch Cabins filed herewith. Each unit owner shall be bound by each of the terms, conditions, limitations and provisions contained in such documents, including the requirement to pay rent as set forth in the Lease.

8. Common profits and expenses; voting.

8.1 The common profits derived from and the common expenses of the general common elements shall be distributed and charged to the owner of each unit according to the percentage of undivided interest of such unit in the general common elements.

8.2 Notwithstanding the provisions of ORS 91.505(9), each unit owner shall be entitled to one vote in the affairs of the Association of Unit Owners for each unit owned by him. "Majority" or "majority of unit owners" as used in this declaration or in the bylaws shall mean the owners of 50% or more of the then existing units of the condominium.

9. Service of process. The name of the person to receive

service of process in cases provided in subsection (1) of ORS 91.635 is JOHN O. NOFFZ and his place of business within Deschutes County, Oregon, is Sunriver, Oregon 97701.

10. Encroachments. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, unit, adjoining unit, or adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

11. Adoption of Bylaws, Appointment of Interim Board, and Designation of Manager. Upon the execution and the filing of this declaration, the Developer, as the sole owner of all units of the condominium, shall adopt bylaws for the Association of Unit Owners of Ranch Cabins, which bylaws are to be filed

simultaneously herewith. At the same time, Developer will appoint an interim board of directors of the association, which directors shall serve until their successors have been elected as provided in the bylaws. Such interim board of directors may appoint a manager or managing agent for the condominium on behalf of the association of unit owners, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation, and maintenance of the condominium from the date of its formation at the expense of the association.

12. Plan of Development. Developer proposes to develop Ranch Cabins in four phases. By filing this declaration, Developer hereby submits Phases 1 and 2 to the condominium form of ownership. Developer reserves the right to add two additional phases to the condominium and to annex such additional phases to Ranch Cabins by filing supplements to this declaration pursuant to ORS 91.545.

12.1 Maximum Number of Units. Phases 1 and 2 contain a total of 39 units. Proposed Phases 3 and 4 would contain not more than 40 and 24 units, respectively, for a total of not more than 103 units in the condominium.

12.2 Election Not to Proceed. In order to limit the condominium to fewer than four phases, Developer must file a declaration in the records of deeds of Deschutes County, Oregon, by March 1, 1977, so stating.

12.3 Additional Common Elements. Developer does not propose to include in Phases 3 or 4 any common elements which would substantially increase the proportionate amount of the common expenses payable by owners of units in Phases 1 and 2.

12.4 Percentage Interest in Common Elements. The percentage interest in the common elements of units in Phases 1 and 2 will change if additional phases are annexed to Ranch Cabins. A chart showing the percentage interest in the common elements of each such unit upon the filing of this declaration and after the annexation of the proposed phases is attached hereto as Exhibit C.

IN WITNESS WHEREOF, Sunriver Properties, Inc. has caused this declaration to be executed this 31st day of October , 19 73

SUNRIVER PROPERTIES, INC.

By _____
President

Attest:

_____
Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this 31st day of October , 1973, personally appeared before me CHARLES D. ALLIS who, being duly sworn, did say that he is the President of SUNRIVER PROPERTIES, INC., an Oregon corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

LESLIE E. NORINE NOTARY PUBLIC STATE OF OREGON

Leslie E. Norine
Notary Public for Oregon
My Commission Expires: 2/28/77

EXHIBIT A

RANCH CABINS PHASE I:

A tract of land containing 0.65 acres lying in the Northwest Quarter (NW¼) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11), East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southeast corner of said Section 32; thence South 89° 10' 11" West 2652.33 feet to the South one-quarter corner of said section; thence North 16° 30' 19" West 4489.98 feet to the point of beginning marked by a 5/8" iron rod; thence North 1° 45' 15" East 68.79 feet; thence North 20° 40' 20" West 168.11 feet to the Southerly right of way of a 60 foot private road known as West Cascade Road as described in the plat of Mountain Village West I; thence along the southerly right of way of said road around a 980 foot radius curve to the right 94.20 feet (Long chord bears South 80° 10' 12" West 94.17 feet) to the easterly boundary of Mountain Village West I; thence South 2° 7' 24" East along the easterly boundary of said plat 214.32 feet; thence North 88° 18' 8" East 142.15 feet to the point of beginning.

RANCH CABINS PHASE II:

A tract of land containing 5.78 acres lying in the Northwest Quarter (NW¼) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon; described as follows: Commencing at the Southeast corner of said Section 32; thence South 89° 10' 19" West 2652.33 feet to the South Quarter corner of said section; thence North 16° 58" 41" West 3945.30 feet to the point of beginning marked by a 1/2" iron rod; thence North 15° 49' 45" West 194.34 feet; thence North 18° 10' 00" East 270.00 feet; thence North 1° 00' 00" East 353.78 feet to the southerly right of way of a 60 foot private road known as West Cascade Road as platted in Mountain Village West I; thence westerly along the South right of way of said road around a 317.35 foot radius curve to the left 128.00 feet (Long chord bears South 83° 25' 12" West 127.14 feet); thence around a 980 foot radius curve to the right 94.65 feet (long chord bears South 74° 38' 55" West 94.62 feet); thence South 20° 40' 20" East 168.11 feet; thence South 1° 45' 15" West 68.79 feet; thence South 88° 18' 8" West 142.15 feet to the easterly boundary of Mountain Village West I as platted; thence South 2° 07' 24" East along the East boundary of Mountain Village West I 203.88 feet; thence South 21° 34' 35" West 182.17 feet; thence South 7° 11' 5" West 389.35 feet; thence South 40.67 feet; thence South 13° 17' 17" West 19.92 feet; thence North 89° 26' 56" East 39.74 feet; thence North 58° 17' 59" East 87.56 feet; thence North 46° 01' 56" East 63.47 feet; thence North 25° 22' 29" East 64.00 feet;thence North 49° 19' 04" East 80.63 feet; thence North 64° 36' 02" East 62.90 feet; thence North 48° 33' 05" East 97.39 feet to the point of beginning.

EXHIBIT B

TO

DECLARATION SUBMITTING RANCH CABINS

Phases 1 and 2

TO

OREGON UNIT OWNERSHIP LAW

Unit	Design Plan	Approximate Area in Square Feet
1	B	929.5
2	F	1295.0
3	A	858.5
4	D	1212.0
5	C	1107.5
6	A	858.5
7	E	1029.0
8	D	1212.0
9	C	1107.5
10	D	1212.0
11	C	1107.5
12	C	1107.5
13	C	1107.5
14	C	1107.5
15	B	929.5
16	A	858.5
17	C	1107.5
18	B	929.5
19	B	929.5
20	C	1107.5
21	E	1029.0
22	D	1212.0
23	C	1107.5
24	B	929.5
25	F	1295.0
26	B	929.5
27	C	1107.5
28	D	1212.0
29	F	1295.0
30	A	858.5
31	D	1212.0
32	B	929.5
33	D	1212.0
34	F	1295.0
35	B	929.5
36	F	1295.0
37	E	1029.0
38	D	1212.0
39	C	1107.5

EXHIBIT C

TO

DECLARATION SUBMITTING RANCH CABINS

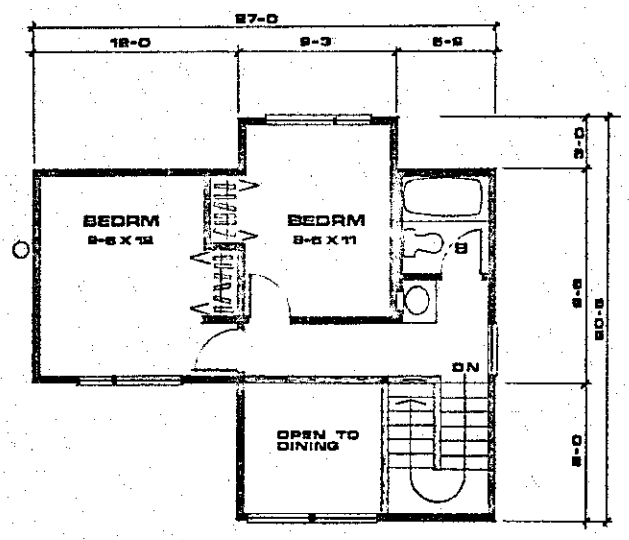
Phases 1 and 2

TO

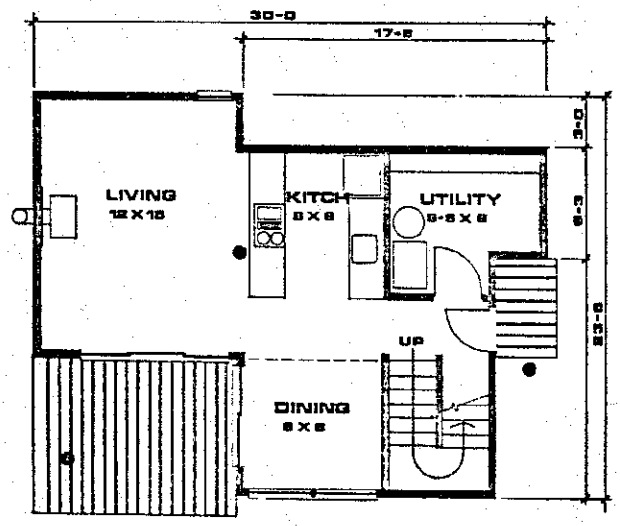
OREGON UNIT OWNERSHIP LAW

Percentage Interest in Common Elements
of Each Unit in Phases 1 and 2 at Each
Proposed Stage of Development

Unit	Design Plan	Phases 1&2	Phase 3	Phase 4
1	B	2.197	1.071	0.826
2	F	3.061	1.493	1.151
3	A	2.029	0.990	0.763
4	D	2.865	1.397	1.077
5	C	2.617	1.277	0.984
6	A	2.029	0.990	0.763
7	E	2.432	1.186	0.914
8	D	2.865	1.397	1.077
9	C	2.617	1.277	0.984
10	D	2.865	1.397	1.077
11	C	2.617	1.277	0.984
12	C	2.617	1.277	0.984
13	C	2.617	1.277	0.984
14	C	2.617	1.277	0.984
15	B	2.197	1.071	0.826
16	A	2.029	0.990	0.763
17	C	2.617	1.277	0.984
18	B	2.197	1.071	0.826
19	B	2.197	1.071	0.826
20	C	2.617	1.277	0.984
21	E	2.432	1.186	0.914
22	D	2.865	1.397	1.077
23	C	2.617	1.277	0.984
24	B	2.197	1.071	0.826
25	F	3.061	1.493	1.151
26	B	2.197	1.071	0.826
27	C	2.617	1.277	0.984
28	D	2.865	1.397	1.077
29	F	3.061	1.493	1.151
30	A	2.029	0.990	0.763
31	D	2.865	1.397	1.077
32	B	2.197	1.071	0.826
33	D	2.865	1.397	1.077
34	F	3.061	1.493	1.151
35	B	2.197	1.071	0.826
36	F	3.061	1.493	1.151
37	E	2.432	1.186	0.914
38	D	2.865	1.397	1.077
39	C	2.617	1.277	0.984
		100.000		

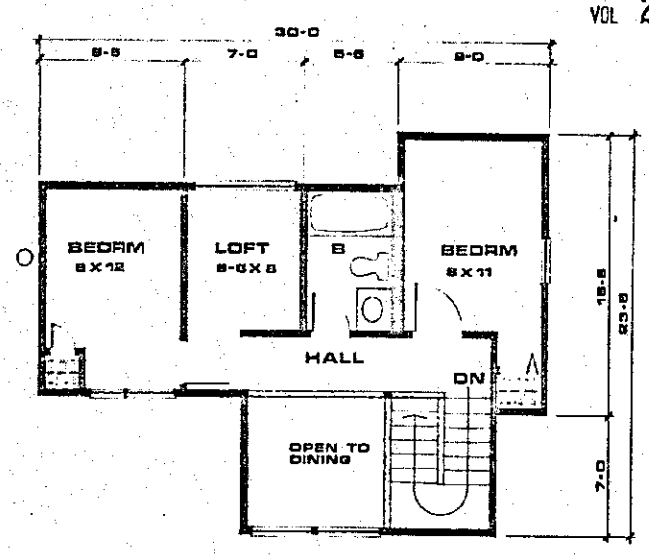


UPPER FLOOR

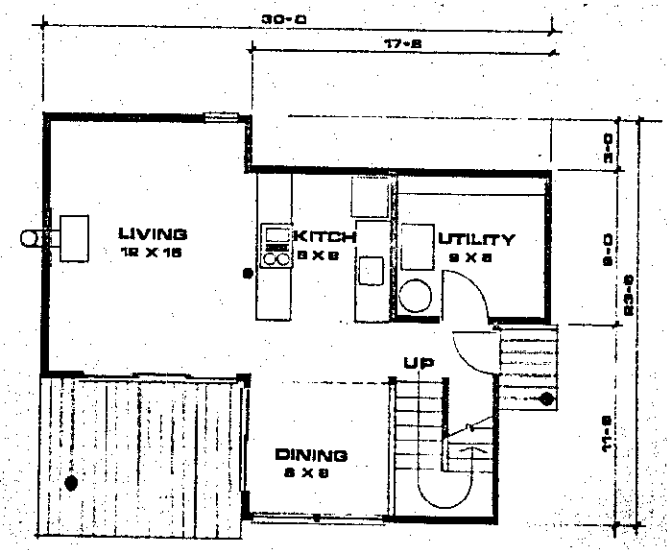


LOWER FLOOR

RANCH CABIN
UNIT A
858.5 SQ FT

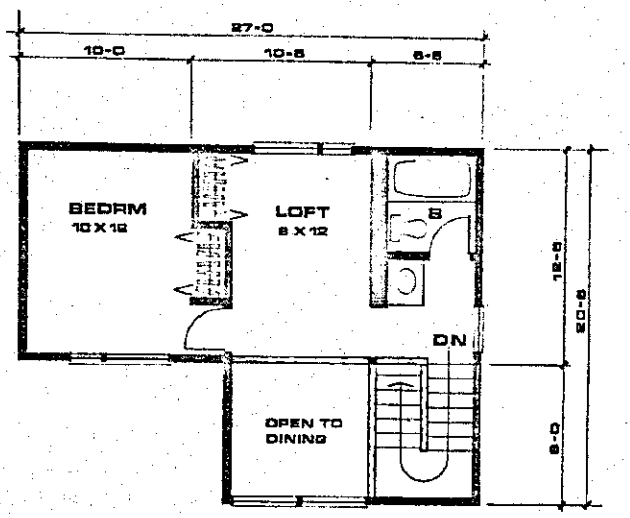


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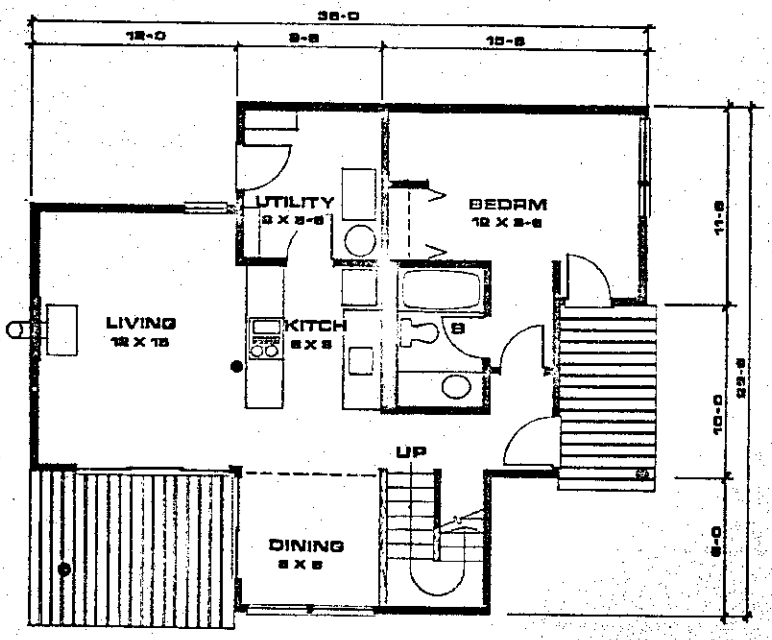


LOWER FLOOR

RANCH CABIN
UNIT B
929.5 SQ FT

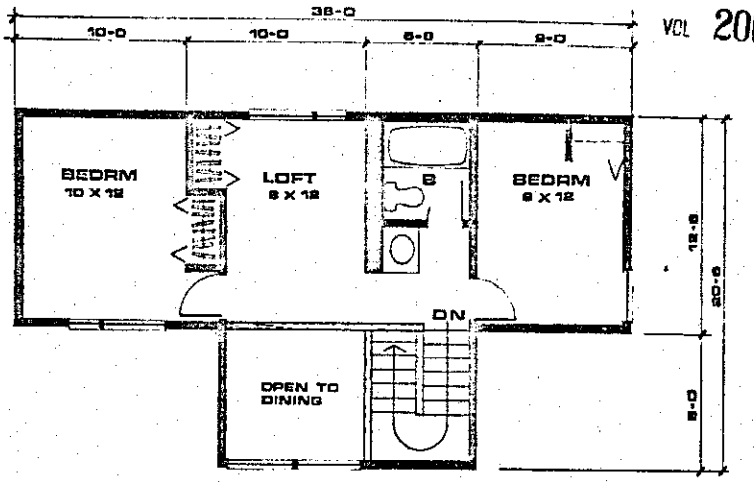


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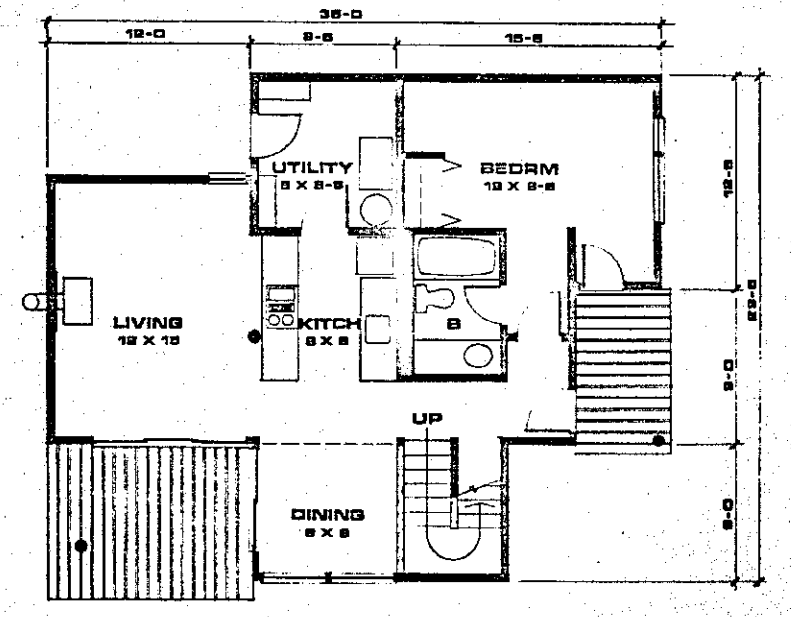


LOWER FLOOR

RANCH CABIN
UNIT C
1107.5 SQ FT

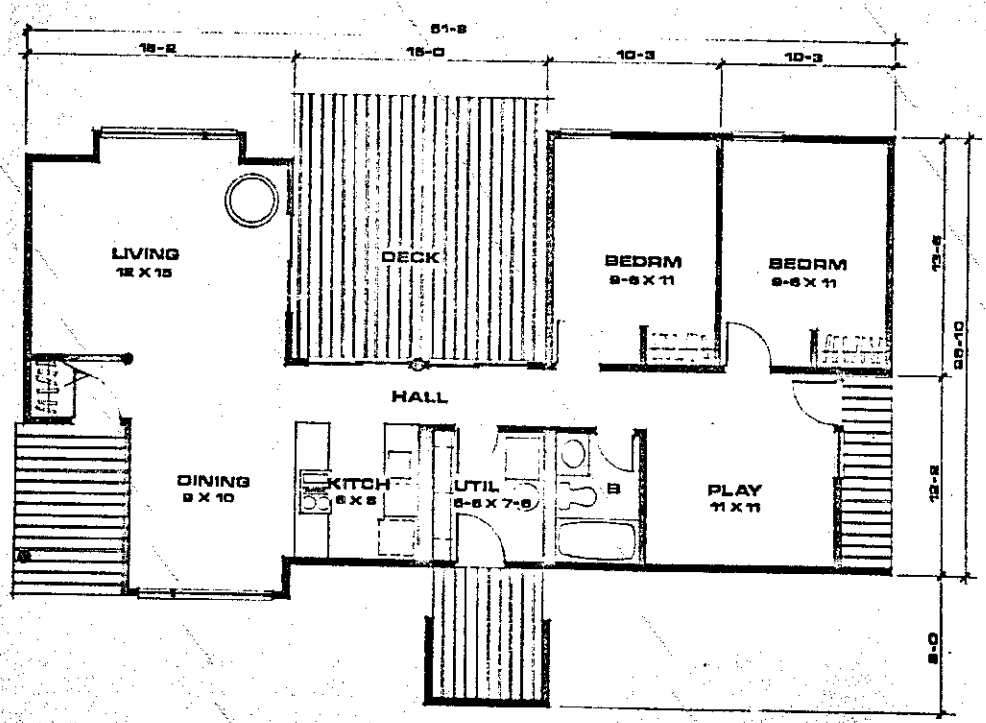


UPPER FLOOR



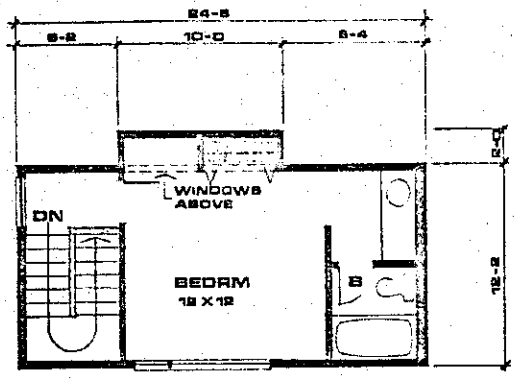
LOWER FLOOR

RANCH CABIN
UNIT D
1212 SQ FT

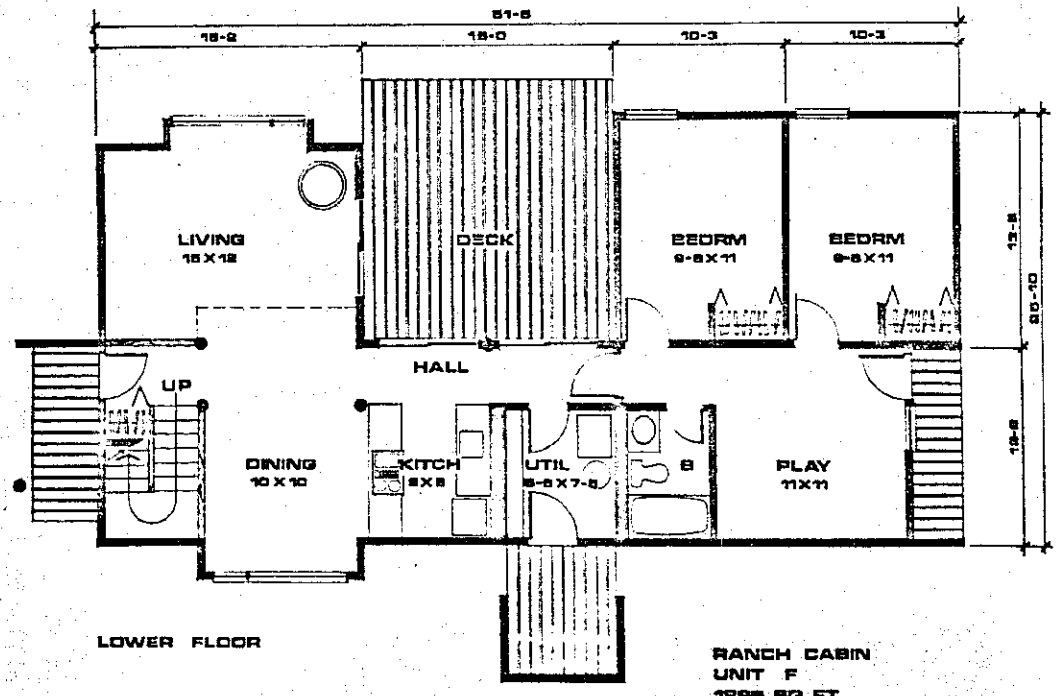


FLOOR PLAN

RANCH CABIN
UNIT E
1029 SQ FT



UPPER FLOOR



LOWER FLOOR

RANCH CABIN
UNIT F
1295 SQ FT

VOL 200 PAGE 758

RANCH CABINS PHASE I & II

SITUATED IN - SECTION 32 T 19 S R 11 E W.M.
DESCHUTES COUNTY, OREGON

FOR SUNRIVER PROPERTIES INC. SUNRIVER OREGON

I, RICHARD L BRYANT REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS SITE PLAN AND THE FLOOR PLAN OF RANCH CABINS PHASE I & II, THAT SUCH SITE PLAN AND FLOOR PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT OF THE UNITS AND FLOOR OF THE BUILDINGS COMPRISING RANCH CABINS PHASE I & II, AND CONSTRUCTION OF THESE BUILDINGS WAS COMPLETED ON THIS DATE.

DATED THIS 1st DAY OF November 1973

Richard L Bryant R.P.L.S.

ALL TAXES, ASSESSMENTS, FEES OR OTHER CHARGES HAVE BEEN PAYED AS OF 11-8-73

COUNTY SHERIFF J. C. Abbott by Nora M Kelly dep

COUNTY ASSESSOR M. J. Bennett 11-8-73

● = BRASS CAP
⊙ = IRON ROD

UNIT	FINISH FLOOR ELEV.	GROUND ELEV.
B-1	4160.88	4160.9
F-2	4160.69	4160.5
A-3	4162.38	4162.4
D-4	4161.85	4161.8
C-5	4164.85	4163.8
A-6	4166.88	4162.9
E-7	4165.79	4165.7
B-8	4158.91	4158.9
C-9	4165.85	4157.9
D-10	4158.78	4158.8
C-11	4165.65	4164.0
C-12	4160.78	4159.7
C-13	4162.59	4162.5
C-14	4164.81	4163.5
B-15	4159.85	4159.8
A-16	4159.84	4159.9
C-17	4173.84	4173.9
B-18	4173.26	4173.3
B-19	4160.83	4159.9
C-20	4162.24	4162.4
F-21	4164.49	4164.5
D-22	4159.28	4159.3
C-23	4159.27	4159.2
B-24	4158.84	4159.4
F-25	4161.48	4161.5
B-26	4164.74	4164.7
C-27	4159.68	4159.9
D-28	4162.23	4162.4
F-29	4166.49	4166.5
A-30	4166.37	4166.8
D-31	4162.49	4162.5
B-32	4158.84	4159.2
D-33	4164.30	4164.3
F-34	4164.35	4164.3
B-35	4159.80	4159.8
B-36	4159.80	4159.8
F-37	4159.86	4159.8
E-38	4159.81	4159.8
D-39	4159.78	4159.8
C-40	4159.80	4159.8

MOUNTAIN VILLAGE WEST I

CASCADE ROAD WEST

BEARINGS BASED ON SUNRIVER GRID — BEARINGS OF RECORD ON PLAT OF MOUNTAIN VILLAGE WEST I

SUNRIVER PROPERTIES INC.
SITE SURVEY
RANCH CABINS I & II

M. CULLOUGH, BRYANT & ASSOC
SUNRIVER, OREGON

DRAWN BY	DATE	SCALE	SHEET	REV.
JWB	11-73	1"=30'	1 of 2	

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
RICHARD L. BRYANT
1519

CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

OWNER ☐
ARCHITECT ☒
CONTRACTOR ☐
FIELD ☐
OTHER

VOL 200 PAGE 759

PROJECT: (name, address) SUNRIVER MOUNTAIN VILLAGE WEST, PHASE I Sunriver, Oregon

ARCHITECT: ZAIK / MILLER / BUTLER

ARCHITECT'S PROJECT NUMBER: 318

TO (Owner)

Sunriver Properties, Inc.
Sunriver Center
Sunriver, Oregon 97401

CONTRACTOR: E. E. Steinlicht Construction
CONTRACT FOR: Units 1-5

CONTRACT DATE: July 20, 1972

DATE OF ISSUANCE: October 26, 1973

PROJECT OR DESIGNATED AREA SHALL INCLUDE: Ranch Cabin units 1-5, Mountain Village West, Sunriver, Oregon.

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as May 18, 1973, which is also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is appended hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

ZAIK / MILLER / BUTLER
ARCHITECT

BY Saul Zaik

10/26/73
DATE

The Contractor will complete or correct the Work on the list of items appended hereto within days from the above Date of Substantial Completion.

E. E. STEINLICHT CONST. CO.
CONTRACTOR

BY E. E. Steinlicht

10-31-73
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

SUNRIVER PROPERTIES, INC.
OWNER

BY

10/31/73
DATE

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance shall be as follows:
(NOTE — Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage)

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VOL 200 PAGE 760

CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

OWNER ☐
ARCHITECT ☒
CONTRACTOR ☐
FIELD ☐
OTHER

PROJECT: (name, address) SUNRIVER MOUNTAIN VILLAGE WEST, Sunriver, Oregon PHASE II

ARCHITECT: ZAIK / MILLER/BUTLER

ARCHITECT'S PROJECT NUMBER: 318

TO (Owner)
Sunriver Properties, Inc.
Sunriver Center
Sunriver, Oregon 97401

CONTRACTOR: E. E. Steinlicht Construction
CONTRACT FOR: Units 6-39

CONTRACT DATE: December 29, 1972

DATE OF ISSUANCE: October 31, 1973

PROJECT OR DESIGNATED AREA SHALL INCLUDE: Ranch Cabin units 6-39, Mountain Village West, Sunriver, Oregon

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as October 31, 1973, which is also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is appended hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

ZAIK / MILLER / BUTLER
ARCHITECT

BY Saul Zaik

10/31/73
DATE

The Contractor will complete or correct the Work on the list of items appended hereto within ____ days from the above Date of Substantial Completion.

E. E. STEINLICHT CONST. CO.
CONTRACTOR

BY E. E. Steinlicht

10-31-73
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at ____ (time) on ____ (date).

SUNRIVER PROPERTIES, INC.
OWNER

BY

10/31/73
DATE

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance shall be as follows:

(NOTE — Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage)

10109

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 8 day of Jan A.D. 1973 at 3:45 o'clock P M., and recorded in Book 200 on Page 740 Records of Deeds

ROSEMARY PATTERSON
County Clerk

By Anne Underwood Deputy

11140

10109

VOL 201 PAGE 367

VOL 200 PAGE 740

DECLARATION SUBMITTING PHASES 1 AND 2 OF RANCH CABINS TO OREGON UNIT OWNERSHIP LAW

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 31st day of October, 1973 by SUNRIVER PROPERTIES, INC., an Oregon corporation, hereinafter called "the Developer."

Developer proposes to create a leasehold condominium to be known as "Ranch Cabins" which will be a part of Mountain Village, Sunriver, in Deschutes County, Oregon. Accordingly, Developer has subjected Ranch Cabins to the Plan of Sunriver and annexed Ranch Cabins to Mountain Village. Developer is the lessee of the property included within Ranch Cabins pursuant to a lease dated March 1, 1973 in which Sunriver Lands, Inc. is the lessor. Such lease has a term of 65 years, expiring on February 28, 2038 and contains an option to purchase anytime between March 1, 2008 and the end of the term.

The purpose of this declaration is to submit Developer's leasehold estate in Phases 1 and 2 of Ranch Cabins to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law.

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

1. Definitions. When used herein the following terms shall have the following meanings:

1.1 "The Lease" shall mean that certain lease dated

11140 INDEX

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 3 day of Dec A.D. 1973 at 1:43 o'clock P M., and recorded in Book 201 on Page 367 Records of Deeds
ROSEMARY PATTERSON County Clerk
By Jeanie Lambert Deputy

CONDOMINIUM DECLARATION APPROVED
OREGON REAL ESTATE DIVISION
Signature
DATE: 11-29-73

96-46050

AMENDMENT TO BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF RANCH CABINS

RECITALS

Ranch Cabins Condominium is a leasehold condominium created pursuant to a condominium declaration recorded in the records of Deschutes County, Oregon on or about November 8, 1973 in Volume 200, Page 740. The Lease was recorded on or about April 11, 1973 in Volume 194, Page 159, in the Deed Records of Deschutes County, Oregon.

The lease provides for an option by the Association to purchase the underlying land from the Lessor and submit the fee title to the Oregon Condominium Act. The option is exercisable on and after March 1, 2008.

The owners of the Ranch Cabin units wish to provide a mechanism to accumulate sufficient funds to purchase the fee title interest on the option date and have adopted the following amendments to the Ranch Cabin Condominium Bylaws to authorize assessments and to authorize the Board of Directors, as trustees, to invest the assessment funds and to file appropriate reports, documents, and/or income tax returns.

ARTICLE VIII shall be amended in its entirety as follows:

1. Option. Unit owners have an option to purchase all of the land underlying the condominium (hereinafter, the "Property") at the times and on the terms set forth in Paragraph 4 of the Lease.

2. Exercise of Option. The option may be exercised by notice in writing by the Board of Directors of the Association of Unit Owners to the Lessor who, for the purpose of exercising this option, are acting not as directors but as Trustees for the unit owners (hereinafter referred to as "Trustees"). The unit owners pursuant to a vote held on November 25, 1995 voted to approve the exercise of the option on March 1, 2008. Notice of the exercise of this option shall be provided to the lessor 180 days prior to March 1, 2008.

3. Assessments for Acquisition of the Property. Each unit owner shall be assessed by the Board of Directors acting as Trustees pursuant to a schedule attached hereto as Exhibit "A" for the exclusive and sole purpose of accumulating the funds necessary to exercise the option on March 1, 2008. Such schedule shall be adhered to as closely as practicable given fluctuations in interest rates, tax rates and other unforeseen circumstances. Two years after the date of this amendment, the schedule shall be amended from time to time by the Board of Directors to assure sufficient funds are available when the option is exercised to purchase the fee title to the land, pay the costs of submitting the fee to the Oregon Condominium Act, pay the costs of conveying fee title to unit owners, and subjecting the fee title to the security interest of second parties who at that time hold a security interest in the various leasehold units.

Rubyspire
PO Box 3400
Sunriver OR 97707

All costs, assessments, charges, and fees incurred in exercising the option to purchase and subjecting the property so acquired to the Oregon Condominium Act shall be assessed and collected in the same manner as common expenses pursuant to ARTICLE V of these Bylaws.

The Board of Directors, as Trustees for the owners, shall invest the funds in a prudent manner consistent with the level of care ordinarily required of trustees in Oregon. The funds shall not be utilized for any other purpose than exercising the option to purchase and related costs except that subsequent to conversion to fee simple condominium, excess funds, if any, shall be allocated to various replacement resources. Directors shall cause appropriate reports or tax returns to be filed.

At the time the option is exercised, the Board of Directors, as Trustees, shall assess all owners for any additional funds needed to pay the purchase price, submit the fee title to the Oregon Condominium Act, and subject the fee title of individual units to the security interest held in the leasehold units. Excess funds, if any, shall be allocated to various replacement resources as the Board of Directors in its reasonable discretion shall determine.

The assessment obligations of this subparagraph 3 shall be both a personal obligation of the owners and a lien on the unit of the owner assessed. In a voluntary conveyance, both the grantor and the grantee shall be personally liable for any unpaid assessments through the date the document effecting the conveyance is recorded. The remedies and rights of the Association in respect to delinquent assessments due under this subparagraph 3 shall be the same as for any regular assessment.

No owner shall have any right to demand withdrawal or reimbursement of the amount assessed in respect to his unit because of sale of the unit or for any other reason. Provided, however, nothing shall preclude a selling owner from requiring a buyer to reimburse or buy from the seller the value of the funds accumulated from assessments paid by the owner or his predecessor under this subparagraph 3.

4. Closing. Upon receipt from unit owners of all sums required to exercise the option and the deposit of such sums in escrow, the Trustees shall instruct the escrow agent to pay the purchase price to lessor when a reputable title insurance company is in a position to insure in the Trustees a good and marketable fee simple title to the Property. The sale shall be closed in escrow within 180 days after exercise of the option at the office of a title insurance company acting as a neutral escrow agent.

5. Conversion to Fee Simple Condominium. The Trustees shall hold title to the Property in trust for the purpose of subjecting the fee simple thereof and the existing improvements thereon to the Oregon Condominium Act. Accordingly, the Trustees shall execute and record a new declaration of unit ownership and bylaws. The new declaration and bylaws shall be the same as the declaration and these bylaws or as nearly so as possible consistent with

the then existing Condominium Law and such other laws and regulations then applicable to the Property.

6. Lienholders and Deeds to Unit Owners. The Lease, by its own terms, shall terminate upon the recordation of a new declaration of unit ownership which subjects the fee simple title of the Property to the condominium form of ownership. In order to preserve the security of mortgagees, beneficiaries of deeds of trust and other lienholders having an interest in the leasehold condominium interests of unit owners, and to vest in unit owners fees simple title to their units subject to the same liens and encumbrances that burdened their leasehold condominium interests, after the fee title has been acquired by them, the Trustees, as expeditiously as practicable, shall:

(a) Request each unit owner and each lienholder to execute new security instruments in recordable form covering the fee simple interest of each unit owner;

(b) Record unit deeds to unit owners subject to the Declarations, the Consolidated Plan of Sunriver, the new declaration and the new bylaws;

(c) Record the new security instruments; and

(d) Deliver the new deeds to the unit owners.

The President and Secretary of the Association of Unit Owners of Ranch Cabins hereby certify that the foregoing amendment to the Bylaws was adopted at a duly called and constituted meeting of the association members held November 25, 1995.

Dated this 26th day of July, 1996.

ASSOCIATION OF UNIT OWNERS OF RANCH CABINS

By: _____
President

By: _____
Secretary

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF OREGON)
) ss.
County of Deschutes)

July 26, 1996

Personally appeared before me the above-named Colin Slade and Joanne Sims, who, being duly sworn, did say that they are the President and Secretary of Association of Unit Owners of Ranch Cabins, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Wanda R. Marlatt
Notary Public for Oregon

OFFICIAL SEAL
WANDA R MARLATT
NOTARY PUBLIC-OREGON
COMMISSION NO. 038280
MY COMMISSION EXPIRES OCT. 11, 1998

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

96 DEC 16 PM 1:19

MARY SUE PENHOLLOW
COUNTY CLERK

BY Marlatt DEPUTY

NO. 96-46050 FEE 20.00

DESCHUTES COUNTY OFFICIAL RECORDS

F:\RanchCabins\JDB\Amendment.3
01/31/96 2:48pm

DECLARATION SUBMITTING PHASES 1 AND 2 OF RANCH CABINS TO OREGON UNIT OWNERSHIP LAW

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 31st day of October, 1973 by SUNRIVER PROPERTIES, INC., an Oregon corporation, hereinafter called "the Developer."

Developer proposes to create a leasehold condominium to be known as "Ranch Cabins" which will be a part of Mountain Village, Sunriver, in Deschutes County, Oregon. Accordingly, Developer has subjected Ranch Cabins to the Plan of Sunriver and annexed Ranch Cabins to Mountain Village. Developer is the lessee of the property included within Ranch Cabins pursuant to a lease dated March 1, 1973 in which Sunriver Lands, Inc. is the lessor. Such lease has a term of 65 years, expiring on February 28, 2038 and contains an option to purchase anytime between March 1, 2008 and the end of the term.

The purpose of this declaration is to submit Developer's leasehold estate in Phases 1 and 2 of Ranch Cabins to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law.

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

1. Definitions. When used herein the following terms shall have the following meanings:

1.1 "The Lease" shall mean that certain lease dated

March 1, 1973 in which Sunriver Lands, Inc. is the lessor and Developer is the lessee and which has been recorded in the records of Deschutes County, Oregon.

1.2 "Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village" shall mean that certain document dated April 12, 1972, recorded April 14, 1972 in Volume 183 of the records of deeds of Deschutes County, Oregon at page 805, as amended by instruments recorded August 9, 1972 in Volume 187 at page 242 and February 14, 1973 in Volume 192 at page 559.

1.3 Incorporation by reference. Each of the terms defined in Section 1 of the Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village shall have the meanings set forth in such Section 1, including those definitions incorporated therein by reference. Except as otherwise provided herein, each of the terms defined in the Oregon Unit Ownership Law, ORS 91.505, shall have the meanings set forth in such Section.

2. Property submitted. The property submitted to the Oregon Unit Ownership Law hereunder is held by the Developer and conveyed by it in leasehold estate pursuant to the terms of the Lease. Upon the filing of this declaration, each unit owner will be entitled to certain nonexclusive easements within Sunriver as provided in the Plan of Sunriver and the Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins

to Mountain Village. The land being submitted, being Phases 1 and 2 of Ranch Cabins, is located in Mountain Village, Sunriver, in Deschutes County, Oregon, and is more particularly described on Exhibit A attached hereto. Such property includes the land so described, all buildings, improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all personal property used in connection therewith.

3. Name and unit description.

3.1 Name. The name by which the property submitted hereunder shall be known is "Ranch Cabins."

3.2 Unit description. Phases 1 and 2 of Ranch Cabins consist of 39 buildings containing one unit each. Buildings containing units with Design Plans A, B, C, D and F have two stories, while buildings containing units with Design Plan E have one story. Each building is of wood frame construction without basement and has a concrete foundation, concrete slab at first floor, ribbed metal roof, cedar siding on the exterior walls, and interior and partition walls of textured gypsum board and cedar paneling.

The dimensions of each of the units are set forth in the document entitled "Site Plan and Floor Plans of Ranch Cabins, Phases 1 and 2," (hereinafter referred to as "the Site Plan"), filed simultaneously herewith and made a part of this declaration as if fully set forth herein. Each unit shown on the

Site Plan shall include all outside exterior walls (except the siding thereon), the roof over the unit (except for the exterior chimney), the foundation and all pipes, ducts and utilities in or under the foundation, all decks adjoining the unit, fences located on the decks (except for the exterior siding on such fences), and everything encompassed thereby.

4. Location of units. The designation and location of each unit in Phases 1 and 2 is shown in the Site Plan, filed simultaneously herewith and made a part of this declaration as if fully set forth herein. The approximate area of each unit is shown on Exhibit B, attached hereto and made a part hereof.

5. General common elements. The general common elements consist of the land, pathways, driveways, grounds and parking areas. The common elements also include the outside exterior siding of each building (including exterior siding on fences located on decks), exterior chimneys, and all other elements of the property necessary or convenient to its existence, maintenance or safety, or normally in common use, except as may be designated herein a part of a unit. Each unit will be entitled to a percentage ownership interest in the general 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 is more particularly described in paragraph 12.4 below.

6. Limited common elements. There are no limited common elements in Phases 1 and 2 of Ranch Cabins.

7. Use of property. Each unit is to be used as a single family dwelling. Additional limitations on use are contained in the Lease, the Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village, the Plan of Sunriver and the Bylaws of the Association of Unit Owners of Ranch Cabins filed herewith. Each unit owner shall be bound by each of the terms, conditions, limitations and provisions contained in such documents, including the requirement to pay rent as set forth in the Lease.

8. Common profits and expenses; voting.

8.1 The common profits derived from and the common expenses of the general common elements shall be distributed and charged to the owner of each unit according to the percentage of undivided interest of such unit in the general common elements.

8.2 Notwithstanding the provisions of ORS 91.505(9), each unit owner shall be entitled to one vote in the affairs of the Association of Unit Owners for each unit owned by him. "Majority" or "majority of unit owners" as used in this declaration or in the bylaws shall mean the owners of 50% or more of the then existing units of the condominium.

9. Service of process. The name of the person to receive

service of process in cases provided in subsection (1) of ORS 91.635 is JOHN O. NOFFZ and his place of business within Deschutes County, Oregon, is Sunriver, Oregon 97701.

10. Encroachments. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, unit, adjoining unit, or adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

11. Adoption of Bylaws, Appointment of Interim Board, and Designation of Manager. Upon the execution and the filing of this declaration, the Developer, as the sole owner of all units of the condominium, shall adopt bylaws for the Association of Unit Owners of Ranch Cabins, which bylaws are to be filed

simultaneously herewith. At the same time, Developer will appoint an interim board of directors of the association, which directors shall serve until their successors have been elected as provided in the bylaws. Such interim board of directors may appoint a manager or managing agent for the condominium on behalf of the association of unit owners, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation, and maintenance of the condominium from the date of its formation at the expense of the association.

12. Plan of Development. Developer proposes to develop Ranch Cabins in four phases. By filing this declaration, Developer hereby submits Phases 1 and 2 to the condominium form of ownership. Developer reserves the right to add two additional phases to the condominium and to annex such additional phases to Ranch Cabins by filing supplements to this declaration pursuant to ORS 91.545.

12.1 Maximum Number of Units. Phases 1 and 2 contain a total of 39 units. Proposed Phases 3 and 4 would contain not more than 40 and 24 units, respectively, for a total of not more than 103 units in the condominium.

12.2 Election Not to Proceed. In order to limit the condominium to fewer than four phases, Developer must file a declaration in the records of deeds of Deschutes County, Oregon, by March 1, 1977, so stating.

12.3 Additional Common Elements. Developer does not propose to include in Phases 3 or 4 any common elements which would substantially increase the proportionate amount of the common expenses payable by owners of units in Phases 1 and 2.

12.4 Percentage Interest in Common Elements. The percentage interest in the common elements of units in Phases 1 and 2 will change if additional phases are annexed to Ranch Cabins. A chart showing the percentage interest in the common elements of each such unit upon the filing of this declaration and after the annexation of the proposed phases is attached hereto as Exhibit C.

IN WITNESS WHEREOF, Sunriver Properties, Inc. has caused this declaration to be executed this 31st day of October , 19 73

SUNRIVER PROPERTIES, INC.

By _____
President

Attest:

_____
Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this 31st day of October , 1973, personally appeared before me CHARLES D. ALLIS who, being duly sworn, did say that he is the President of SUNRIVER PROPERTIES, INC., an Oregon corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

LESLIE E. NORINE NOTARY PUBLIC STATE OF OREGON

Leslie E. Norine
Notary Public for Oregon
My Commission Expires: 2/28/77

EXHIBIT A

RANCH CABINS PHASE I:

A tract of land containing 0.65 acres lying in the Northwest Quarter (NW¼) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11), East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southeast corner of said Section 32; thence South 89° 10' 11" West 2652.33 feet to the South one-quarter corner of said section; thence North 16° 30' 19" West 4489.98 feet to the point of beginning marked by a 5/8" iron rod; thence North 1° 45' 15" East 68.79 feet; thence North 20° 40' 20" West 168.11 feet to the Southerly right of way of a 60 foot private road known as West Cascade Road as described in the plat of Mountain Village West I; thence along the southerly right of way of said road around a 980 foot radius curve to the right 94.20 feet (Long chord bears South 80° 10' 12" West 94.17 feet) to the easterly boundary of Mountain Village West I; thence South 2° 7' 24" East along the easterly boundary of said plat 214.32 feet; thence North 88° 18' 8" East 142.15 feet to the point of beginning.

RANCH CABINS PHASE II:

A tract of land containing 5.78 acres lying in the Northwest Quarter (NW¼) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon; described as follows: Commencing at the Southeast corner of said Section 32; thence South 89° 10' 19" West 2652.33 feet to the South Quarter corner of said section; thence North 16° 58" 41" West 3945.30 feet to the point of beginning marked by a 1/2" iron rod; thence North 15° 49' 45" West 194.34 feet; thence North 18° 10' 00" East 270.00 feet; thence North 1° 00' 00" East 353.78 feet to the southerly right of way of a 60 foot private road known as West Cascade Road as platted in Mountain Village West I; thence westerly along the South right of way of said road around a 317.35 foot radius curve to the left 128.00 feet (Long chord bears South 83° 25' 12" West 127.14 feet); thence around a 980 foot radius curve to the right 94.65 feet (long chord bears South 74° 38' 55" West 94.62 feet); thence South 20° 40' 20" East 168.11 feet; thence South 1° 45' 15" West 68.79 feet; thence South 88° 18' 8" West 142.15 feet to the easterly boundary of Mountain Village West I as platted; thence South 2° 07' 24" East along the East boundary of Mountain Village West I 203.88 feet; thence South 21° 34' 35" West 182.17 feet; thence South 7° 11' 5" West 389.35 feet; thence South 40.67 feet; thence South 13° 17' 17" West 19.92 feet; thence North 89° 26' 56" East 39.74 feet; thence North 58° 17' 59" East 87.56 feet; thence North 46° 01' 56" East 63.47 feet; thence North 25° 22' 29" East 64.00 feet;thence North 49° 19' 04" East 80.63 feet; thence North 64° 36' 02" East 62.90 feet; thence North 48° 33' 05" East 97.39 feet to the point of beginning.

EXHIBIT B

TO

DECLARATION SUBMITTING RANCH CABINS

Phases 1 and 2

TO

OREGON UNIT OWNERSHIP LAW

Unit	Design Plan	Approximate Area in Square Feet
1	B	929.5
2	F	1295.0
3	A	858.5
4	D	1212.0
5	C	1107.5
6	A	858.5
7	E	1029.0
8	D	1212.0
9	C	1107.5
10	D	1212.0
11	C	1107.5
12	C	1107.5
13	C	1107.5
14	C	1107.5
15	B	929.5
16	A	858.5
17	C	1107.5
18	B	929.5
19	B	929.5
20	C	1107.5
21	E	1029.0
22	D	1212.0
23	C	1107.5
24	B	929.5
25	F	1295.0
26	B	929.5
27	C	1107.5
28	D	1212.0
29	F	1295.0
30	A	858.5
31	D	1212.0
32	B	929.5
33	D	1212.0
34	F	1295.0
35	B	929.5
36	F	1295.0
37	E	1029.0
38	D	1212.0
39	C	1107.5

EXHIBIT C

TO

DECLARATION SUBMITTING RANCH CABINS

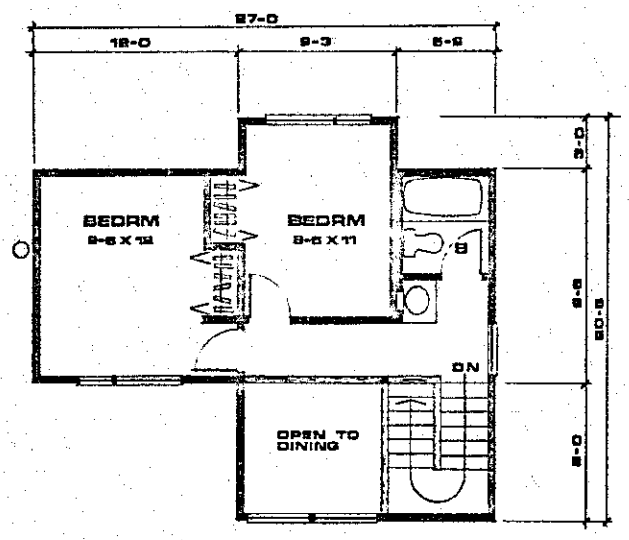
Phases 1 and 2

TO

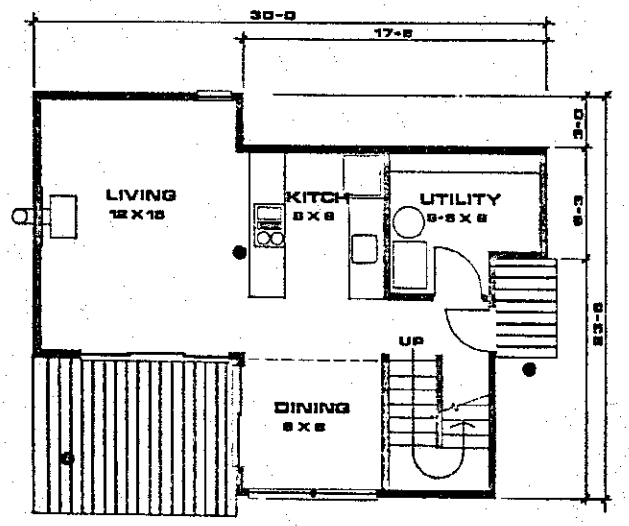
OREGON UNIT OWNERSHIP LAW

Percentage Interest in Common Elements
of Each Unit in Phases 1 and 2 at Each
Proposed Stage of Development

Unit	Design Plan	Phases 1&2	Phase 3	Phase 4
1	B	2.197	1.071	0.826
2	F	3.061	1.493	1.151
3	A	2.029	0.990	0.763
4	D	2.865	1.397	1.077
5	C	2.617	1.277	0.984
6	A	2.029	0.990	0.763
7	E	2.432	1.186	0.914
8	D	2.865	1.397	1.077
9	C	2.617	1.277	0.984
10	D	2.865	1.397	1.077
11	C	2.617	1.277	0.984
12	C	2.617	1.277	0.984
13	C	2.617	1.277	0.984
14	C	2.617	1.277	0.984
15	B	2.197	1.071	0.826
16	A	2.029	0.990	0.763
17	C	2.617	1.277	0.984
18	B	2.197	1.071	0.826
19	B	2.197	1.071	0.826
20	C	2.617	1.277	0.984
21	E	2.432	1.186	0.914
22	D	2.865	1.397	1.077
23	C	2.617	1.277	0.984
24	B	2.197	1.071	0.826
25	F	3.061	1.493	1.151
26	B	2.197	1.071	0.826
27	C	2.617	1.277	0.984
28	D	2.865	1.397	1.077
29	F	3.061	1.493	1.151
30	A	2.029	0.990	0.763
31	D	2.865	1.397	1.077
32	B	2.197	1.071	0.826
33	D	2.865	1.397	1.077
34	F	3.061	1.493	1.151
35	B	2.197	1.071	0.826
36	F	3.061	1.493	1.151
37	E	2.432	1.186	0.914
38	D	2.865	1.397	1.077
39	C	2.617	1.277	0.984
		100.000		

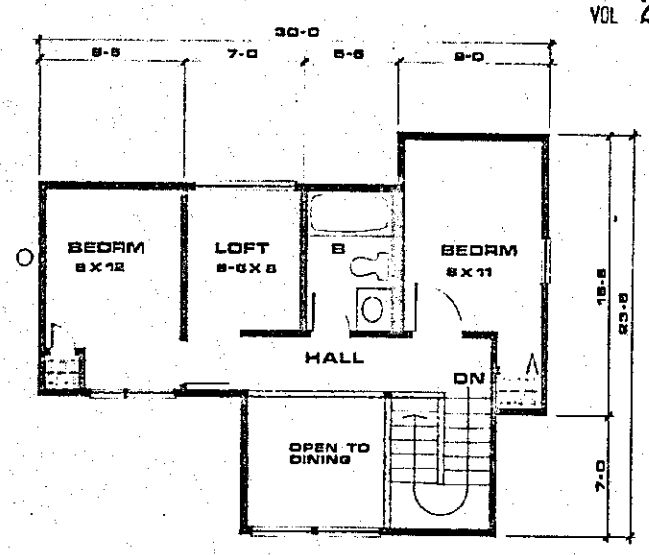


UPPER FLOOR

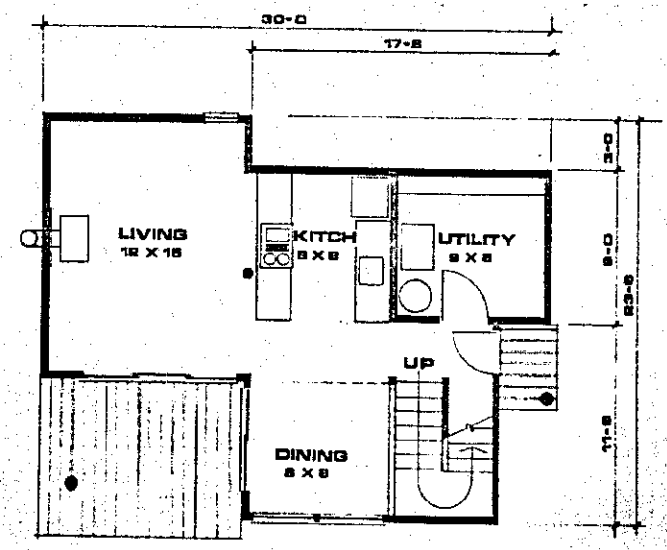


LOWER FLOOR

RANCH CABIN
UNIT A
858.5 SQ FT

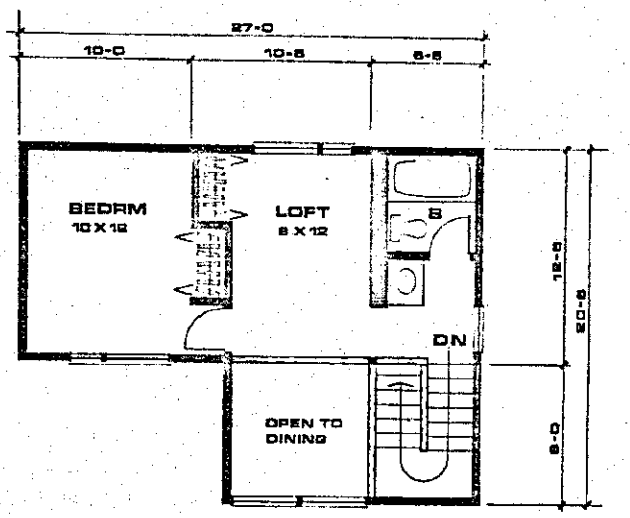


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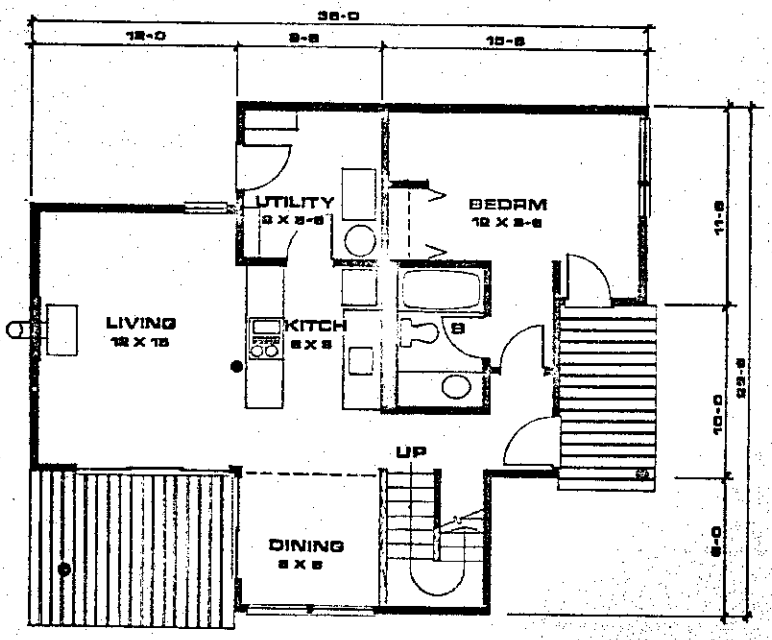


LOWER FLOOR

RANCH CABIN
UNIT B
929.5 SQ FT

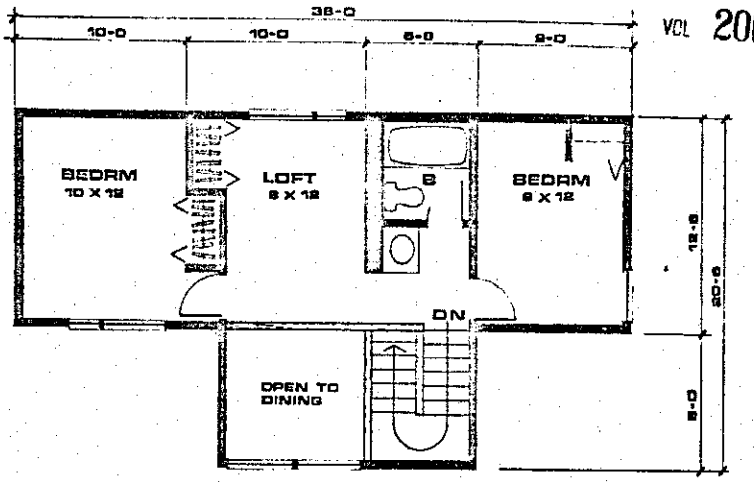


UPPER FLOOR

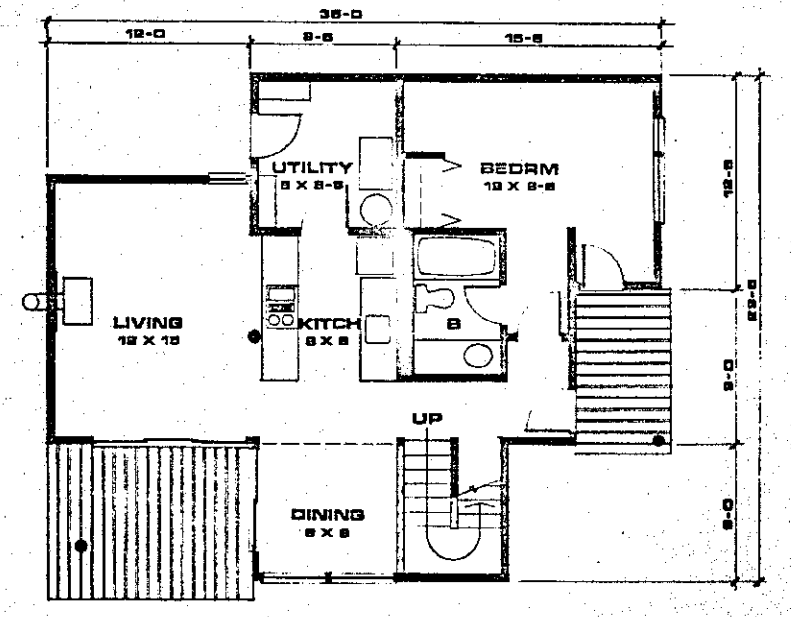


LOWER FLOOR

RANCH CABIN
UNIT C
1107.5 SQ FT

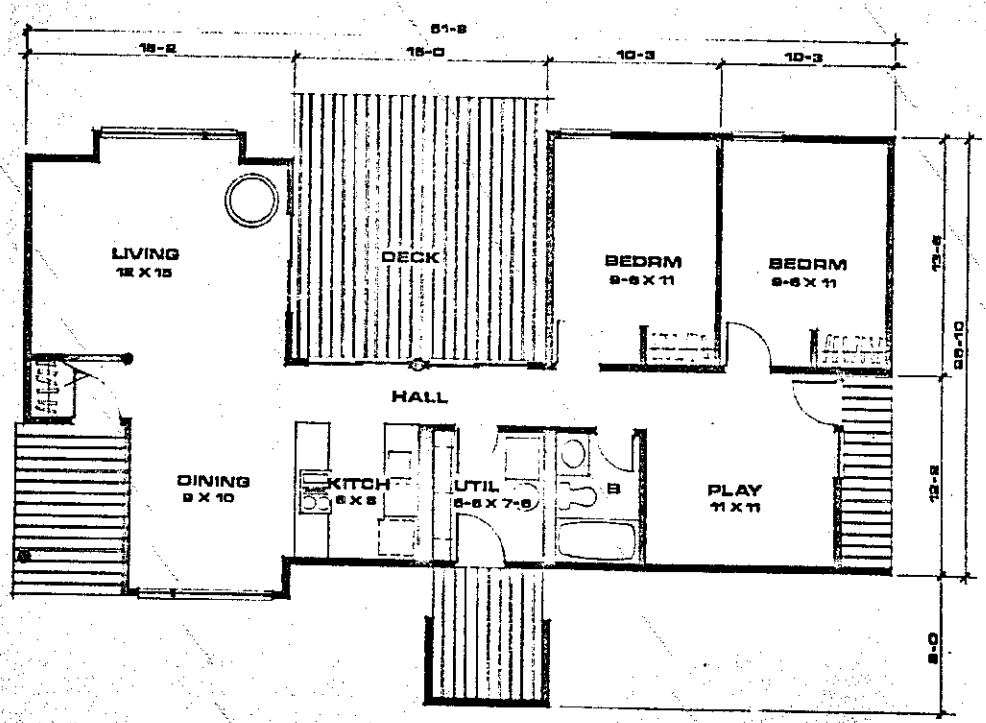


UPPER FLOOR



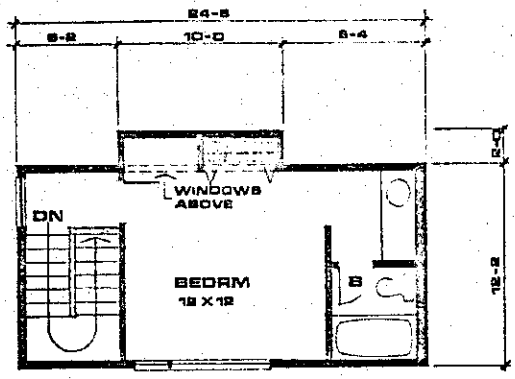
LOWER FLOOR

RANCH CABIN
UNIT D
1212 SQ FT

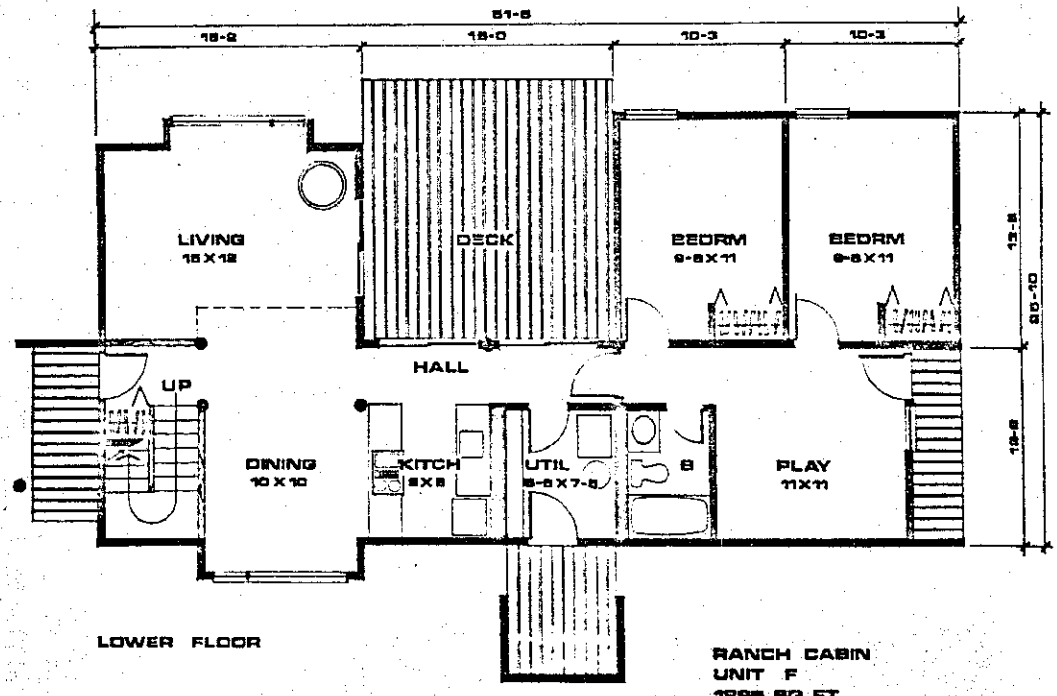


FLOOR PLAN

RANCH CABIN
UNIT E
1029 SQ FT



UPPER FLOOR



LOWER FLOOR

RANCH CABIN
UNIT F
1295 SQ FT

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RANCH CABINS PHASE I & II

SITUATED IN - SECTION 32 T 19 S R 11 E W.M.
DESCHUTES COUNTY, OREGON

FOR SUNRIVER PROPERTIES INC. SUNRIVER OREGON

I, RICHARD L BRYANT REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS SITE PLAN AND THE FLOOR PLAN OF RANCH CABINS PHASE I & II, THAT SUCH SITE PLAN AND FLOOR PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT OF THE UNITS AND FLOOR OF THE BUILDINGS COMPRISING RANCH CABINS PHASE I & II, AND CONSTRUCTION OF THESE BUILDINGS WAS COMPLETED ON THIS DATE.

DATED THIS 1st DAY OF November 1973

Richard L Bryant R.P.L.S.

ALL TAXES, ASSESSMENTS, FEES OR OTHER CHARGES HAVE BEEN PAYED AS OF 11-8-73

COUNTY SHERIFF J. C. Abbott by Nora M Kelly dep

COUNTY ASSESSOR M. J. Bennett 11-8-73

● = BRASS CAP
⊙ = IRON ROD

UNIT	FINISH FLOOR ELEV.	GROUND ELEV.
B-1	4160.88	4160.9
F-2	4160.69	4160.5
A-3	4162.38	4162.4
D-4	4161.85	4161.8
C-5	4164.85	4163.8
A-6	4166.88	4162.9
E-7	4165.79	4165.7
B-8	4158.91	4158.9
C-9	4165.85	4157.9
D-10	4158.78	4158.8
C-11	4165.65	4164.0
C-12	4160.78	4159.7
C-13	4162.59	4162.5
C-14	4164.81	4163.5
B-15	4159.85	4159.8
A-16	4159.84	4159.9
C-17	4173.84	4173.9
B-18	4173.26	4173.3
B-19	4160.83	4159.9
C-20	4162.24	4162.4
F-21	4164.49	4164.5
D-22	4159.28	4159.3
C-23	4159.27	4159.2
B-24	4158.84	4159.4
F-25	4161.48	4161.5
B-26	4164.74	4164.7
C-27	4159.68	4159.9
D-28	4162.23	4162.4
F-29	4166.49	4166.5
A-30	4166.37	4166.8
D-31	4162.49	4162.5
B-32	4158.84	4159.2
D-33	4164.30	4164.3
F-34	4164.35	4164.3
B-35	4159.80	4159.8
B-36	4159.80	4159.8
F-37	4159.86	4159.8
E-38	4159.81	4159.8
D-39	4159.78	4159.8
C-40	4159.80	4159.8

MOUNTAIN VILLAGE WEST I

CASCADE ROAD WEST

BEARINGS BASED ON SUNRIVER GRID — BEARINGS OF RECORD ON PLAT OF MOUNTAIN VILLAGE WEST I

SUNRIVER PROPERTIES INC.
SITE SURVEY
RANCH CABINS I & II

M. CULLOUGH, BRYANT & ASSOC
SUNRIVER, OREGON

DRAWN BY	DATE	SCALE	SHEET	REV.
JWB	11-73	1"=30'	1 of 2	

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
RICHARD L. BRYANT
1519

CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

OWNER ☐
ARCHITECT ☒
CONTRACTOR ☐
FIELD ☐
OTHER

VOL 200 PAGE 759

PROJECT: (name, address) SUNRIVER MOUNTAIN VILLAGE WEST, PHASE I Sunriver, Oregon

ARCHITECT: ZAIK / MILLER / BUTLER

ARCHITECT'S PROJECT NUMBER: 318

TO (Owner)

Sunriver Properties, Inc.
Sunriver Center
Sunriver, Oregon 97401

CONTRACTOR: E. E. Steinlicht Construction
CONTRACT FOR: Units 1-5

CONTRACT DATE: July 20, 1972

DATE OF ISSUANCE: October 26, 1973

PROJECT OR DESIGNATED AREA SHALL INCLUDE: Ranch Cabin units 1-5, Mountain Village West, Sunriver, Oregon.

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as May 18, 1973, which is also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is appended hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

ZAIK / MILLER / BUTLER
ARCHITECT

BY Saul Zaik

10/26/73
DATE

The Contractor will complete or correct the Work on the list of items appended hereto within days from the above Date of Substantial Completion.

E. E. STEINLICHT CONST. CO.
CONTRACTOR

BY E. E. Steinlicht

10-31-73
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

SUNRIVER PROPERTIES, INC.
OWNER

BY

10/31/73
DATE

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance shall be as follows:
(NOTE — Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage)

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CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

OWNER ☐
ARCHITECT ☒
CONTRACTOR ☐
FIELD ☐
OTHER

PROJECT: (name, address) SUNRIVER MOUNTAIN VILLAGE WEST, Sunriver, Oregon PHASE II

ARCHITECT: ZAIK / MILLER/BUTLER

ARCHITECT'S PROJECT NUMBER: 318

TO (Owner)
Sunriver Properties, Inc.
Sunriver Center
Sunriver, Oregon 97401

CONTRACTOR: E. E. Steinlicht Construction
CONTRACT FOR: Units 6-39

CONTRACT DATE: December 29, 1972

DATE OF ISSUANCE: October 31, 1973

PROJECT OR DESIGNATED AREA SHALL INCLUDE: Ranch Cabin units 6-39, Mountain Village West, Sunriver, Oregon

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as October 31, 1973, which is also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is appended hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

ZAIK / MILLER / BUTLER
ARCHITECT

BY Saul Zaik

10/31/73
DATE

The Contractor will complete or correct the Work on the list of items appended hereto within ____ days from the above Date of Substantial Completion.

E. E. STEINLICHT CONST. CO.
CONTRACTOR

BY E. E. Steinlicht

10-31-73
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at ____ (time) on ____ (date).

SUNRIVER PROPERTIES, INC.
OWNER

BY

10/31/73
DATE

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance shall be as follows:

(NOTE — Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage)

10109

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 8 day of Jan A.D. 1973 at 3:45 o'clock P M., and recorded in Book 200 on Page 740 Records of Deeds

ROSEMARY PATTERSON
County Clerk

By Anne Underwood Deputy

10110

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BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF RANCH CABINS

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Name and Location. These are the bylaws of the ASSOCIATION OF UNIT OWNERS OF RANCH CABINS (hereinafter the "Association"). Ranch Cabins (hereinafter, the "condominium") is located in Mountain Village, Sunriver, Deschutes County, Oregon, and has been submitted to the Oregon Unit Ownership Law by a declaration filed simultaneously herewith and by supplemental declarations, if any, annexing property to the condominium (hereinafter collectively called "the declaration"). The location of the condominium is more specifically described in the declaration.

2. Principal Office. The principal office of the Association shall be located at Great Hall, Sunriver, Oregon.

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

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 promulgated hereunder.

5. Sunriver Declarations, Plan of Sunriver, and the Lease. In addition to these bylaws and the declaration, the Association, all unit owners, and all persons using the condominium property are subject to the Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village (as amended) and the Sunriver Declaration Establishing Mountain Village (hereinafter, the "Sunriver Declarations"), the Plan of Sunriver and any rules and regulations promulgated thereunder. In addition, the Association, all unit owners, and all persons using the condominium property shall be subject to the terms of that certain lease dated March 1, 1973, between Sunriver Lands, Inc., as lessor, and Sunriver Properties, Inc., as lessee (hereinafter, "the Lease").

6. Composition of Association. The Association shall be composed of all the unit owners of the condominium, including

Sunriver Properties, Inc. (hereinafter, "the developer") and the Association, itself, to the extent either of these own any unit or units of the condominium.

ARTICLE II

MEETINGS OF ASSOCIATION

1. Place of Meetings. The Association shall hold meetings at Great Hall, Sunriver, Oregon, or at such other suitable place convenient to the unit owners as may be designated by the board of directors.

2. First Organizational Meeting. Within ninety (90) days after the developer has submitted the first phase of the condominium to unit ownership and adopted these bylaws as owner of all the units, the developer shall call the first meeting of the unit owners to organize the Association. In the event of lack of a quorum at such first organizational meeting, it may be adjourned to the time of the next annual meeting.

3. Annual Meetings. The annual meetings of the Association shall be held in the months of July or August at such hour and on such date as the chairman may designate, or if the chairman should fail to designate such date by the first day of August, then on the last Saturday in August. 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.

4. Special Meetings. Special meetings of the Association may be called by the chairman or secretary 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.

5. Notice of Meetings. Notice of all meetings of the Association stating the time and place and the objects for which the meeting is being called shall be given by the chairman or secretary. Such notice shall be in writing and mailed to each unit owner at his address as it appears on the books of the Association not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. 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.

6. Voting. Each unit owner shall have one vote for each unit of the condominium owned by him. The developer shall be entitled to vote as the unit owner of any then existing units retained by the developer, 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.

7. Proxies. A vote may be cast in person 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. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon sale of the unit by its owner.

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 by him in such capacity, whether or not the same shall have been transferred to his name; provided, that he shall satisfy the secretary that he 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 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.

9. Quorum of Unit Owners. At any meeting of the Association, fifty percent (50%) of the unit owners, 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 thereof 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.

10. Majority Vote. The vote of fifty percent (50%) or more of the unit owners, as defined in Article X, Section 4(b) of these Bylaws, 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.

11. 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.
(i) Adjournment.

ARTICLE III

BOARD OF DIRECTORS

1. Number and Qualification. The affairs of the Association shall be governed by a board of directors composed of five (5) persons. All directors, other than interim directors appointed by developer, shall be owners or co-owners of units of the condominium. For purposes of this section, the officers of developer shall be considered co-owners of any units owned by developer.

2. Interim Directors. Upon the filing of the declaration submitting the condominium to the Oregon Unit Ownership Law, the developer, as owner of all the units, shall appoint an interim board of five (5) directors, two Class A directors and three Class B directors, who shall serve until their successors have been elected by the unit owners as hereinafter provided.

3. Election and Term of Office. At the first annual meeting the two Class A interim directors shall resign, and two Class A directors shall be elected to serve for one year terms. At each annual meeting thereafter until the last phase of the condominium has been annexed, successor Class A directors shall be elected for one year terms. At the next annual meeting after annexation of the final phase of development, the Class B interim directors shall resign and their successors shall be elected for two year terms. The terms of the then existing Class A directors shall be extended for an additional year until the next annual meeting, at which time their successors shall be elected for two year terms. Thereafter, at the expiration of the initial term of office of each respective director, his 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.

4. 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.

5. 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 the meeting.

6. 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 and repair of the general and limited common elements, except for those portions of the common elements to be maintained by the Administrator of Sunriver.

(b) Determination of the amounts required for operation, maintenance and other affairs of the Association, and the making of such expenditures.

(c) Collection of the common expenses from the unit owners.

(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.

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

(g) 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.

(h) 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.

(i) Obtaining insurance or bonds pursuant to the provisions of these bylaws.

(j) 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 $2,000.00 unless the unit owners have enacted a resolution authorizing the project by a vote of seventy-five percent (75%) of the unit owners present in person or by proxy at a meeting at which a quorum is constituted.

(k) Enforcement by legal means of the provisions of the Oregon Unit Ownership Law, the declarations filed thereunder, these bylaws and any rules and regulations adopted hereunder.

(l) Performance of any duty or function delegated to the Association by the Administrator of Sunriver pursuant to Section 9.2 of the Plan of Sunriver.

(m) Collecting rentals from the unit owners and forwarding such rentals to the lessor in accordance with the terms of the Lease.

(n) Performing the functions described in Article VIII with respect to exercise of the option to purchase and establishment of a fee condominium.

7. 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. 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.

8. Organization Meeting. Within ten (10) 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.

9. 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 chairman and must be called by the secretary at the written request of at least two (2) directors. Notice of any special meeting shall be given to each director, personally or by mail, telephone or telegraph at least fourteen (14) days prior to the day named for such meeting, and shall state the time, place and purpose of such meeting.

10. 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 by him of notice of the time and place thereof. If all of the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

11. 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.

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

13. Liability and Indemnification of Directors, Manager or Managing Agent. The directors shall not be liable to the Association or the unit owners for any mistake of judgment, negligence, or otherwise except for their own willful misconduct or bad faith.

The Association shall indemnify and hold harmless each director and the manager or managing agent, if any, against all contractual liability to others arising out of contracts made by the board of directors, manager or managing agent on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the declaration filed herewith or of these bylaws. Each director and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or which they may become involved, by reason of being or having been a director, manager or managing agent and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the director, manager or managing agent is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in the performance of his duties.

14. Fidelity Bonds. The board of directors may require that any or all officers or employees of the Association who handle or are responsible for Association funds shall furnish such fidelity bonds as the board deems adequate. The premiums on such bonds shall be paid by the Association.

15. Insurance. The board of directors shall obtain such liability insurance as the board deems necessary to protect the lessor, the Association, its officers or employees, and the unit owners, which insurance coverage shall meet the requirements set forth in the Lease. In addition, the board of directors, as trustee for the unit owners, shall obtain such casualty insurance as necessary to protect the entire condominium property. 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 shall include an appraisal of all improvements contained in the condominium. No unit owner may engage in any activity which might jeopardize the insurance coverage described herein. Insurance policies obtained hereunder shall be master policies insuring the Association, its officers and directors, the manager or managing agent, if any, the lessor under the Lease, and all unit owners and their mortgagees, as their respective interests may appear, and shall include the following provisions, if possible:

(a) Casualty coverage shall include those risks covered by a standard fire insurance policy with extended coverage endorsement and shall be for the full replacement cost without deduction of depreciation. Such coverage shall meet all requirements of the Lease.

(b) Such policy shall contain a waiver of the usual proration clause, elimination of the usual "no other insurance" provision, and waiver of any right of subrogation as against any coinsured.

(c) Such policy shall require the insurance company to give notice of cancellation to the insureds and any mortgagees covered by loss payable clauses.

(d) Such policy shall bear a mortgagee's clause or a loss-payable clause in favor of any mortgagee or lender requesting the same, but such clause shall not give the mortgagee or lender the right to preempt payment of the insruance proceeds to the Association or to control whether or not the damage is repaired. The insurer shall likewise waive its right to determine whether the damage should be repaired, and loss adjustment and control of the proceeds of the policy should rest in the Association as trustee for the unit owners.

(e) Liability coverage should cover any unit owner for his acts or omissions in connection with the condominium and cover any liability arising out of ownership of any unit of the condominium, and should contain a severability of interests provision so as to cover one unit owner for his liability to another unit owner.

ARTICLE IV

OFFICERS

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

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.

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 his 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. Chairman. The chairman shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the board of directors. He 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 he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

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 shall attend to the giving and serving of all notices to the unit owners and directors and other notices required by law. He 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 chairman. In addition, the secretary shall act as vice chairman, taking the place of the chairman and performing his duties whenever the chairman is absent or unable to act.

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 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 he shall disburse funds of the Association upon properly authorized vouchers. He shall perform all other duties incident to the office of treasurer of an Association and such other duties as may be assigned to him by the board of directors.

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 chairman. All checks shall be signed by the treasurer, or in his absence or disability, by the chairman or any duly elected assistant treasurer.

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 other officers.

ARTICLE V

BUDGET, EXPENSES AND ASSESSMENTS

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 assess the common expenses to each unit owner in the same proportion as his percentage interest in the general common elements. If there be any limited common elements, the expense of maintaining, repairing or replacing such limited common elements shall be charged to the unit owners to whom such limited common elements pertain. The board of directors shall advise each unit owner in writing of the amount of common expenses payable by him, and furnish copies of each budget on which such common expenses are based to all unit owners and, if requested, to their mortgagees.

2. Determination of Common Expenses. Common expenses shall include:

(a) Expenses of administration.

(b) Expenses of maintenance, repair or replacement of common elements.

(c) Cost of insurance or bonds obtained in accordance with these bylaws.

(d) A general operating reserve.

(e) Reserve for replacements and deferred maintenance.

(f) Any charges allocated to the Association by the Administrator of Sunriver under the Plan of Sunriver.

(g) Any deficit in common expenses for any prior period.

(h) Any other items properly chargeable as an expense of the Association.

(i) All costs incurred in exercising the option to purchase and subjecting the property so acquired to the Unit Ownership Law.

3. Assessment of Common Expenses. All unit owners shall be obliged to pay common expenses assessed to them by the board of directors on behalf of the Association pursuant to these bylaws and the declaration filed herewith. The developer shall be assessed as the unit owner of any unsold unit, but such assessment 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 by him for more than thirty (30) days from the due date for its payment. Such assessment shall be in addition to any assessments imposed directly upon the unit owner by the Administrator of Sunriver under the Plan of Sunriver. The board may make an initial assessment to the first owner to whom each unit is conveyed for the purpose of establishing initial operating funds or reserves. If additional units are annexed to the condominium, the first owner to whom such units are conveyed shall pay the same initial assessment as the other owners paid. 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 annexation.

4. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Association the assessed common expenses, such unit owner shall be obligated to pay interest at the rate of nine percent (9%) per annum on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid expenses, or any appeal therefrom. The board of directors shall have the right and duty to recover for the Association such common expenses, together with interest thereon, and expenses 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 Unit Ownership Law. The board of directors shall notify the holder of any mortgage upon such a unit of the default, if such holder has so requested in writing.

5. Foreclosure of Liens for Unpaid Common Expenses. In any suit brought by the Association to foreclose a lien on a unit because of unpaid common expenses, 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 common expenses shall be maintainable without foreclosing the liens securing the same.

6. Statement of Common Expenses. The board of directors shall promptly provide any unit owner who makes a request in writing with a written statement of his unpaid common expenses.

ARTICLE VI

RECORDS AND AUDITS

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 list of owners entitled to vote at meetings of the Association.

2. Records of Receipts and Expenditures. The board of directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours of weekdays.

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.

4. Payment of Vouchers. The treasurer shall pay all vouchers up to $1,000 signed by the chairman, managing agent, manager or other person authorized by the board of directors. Any voucher in excess of $1,000 shall require the signature of the chairman.

5. Reports and Audits. An annual report of the receipts and expenditures of the Association shall be rendered by the board of directors to all unit owners and to all mortgagees of units who have requested the same promptly 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 of the books and records pertaining to the Association and furnish copies thereof to the owners. At any time any owner may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

ARTICLE VII

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

1. Maintenance and Repair. Except as otherwise provided herein 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.

(b) General common elements. All maintenance, repairs and replacements to the general common elements shall be made by the Association and shall be charged to all the unit owners as a common expense.

(c) Limited common elements. All maintenance, repairs and replacements to limited common elements, if any, shall be made by the Association and shall be charged to the unit owners to whom such limited common elements pertain.

(d) Administrator of Sunriver. All limited common elements may be maintained by the Administrator of Sunriver, who shall be entitled to charge the costs of such maintenance either to the Association or to the individual unit owners. If charged to the Association, the board of directors shall charge such costs to the unit owners to whom such limited common elements pertain.

2. Additions, Alterations or Improvements. All additions, alterations or improvements, whether of a unit by the unit owner or of a common element by the Association, must be approved by the design committee as required by the Sunriver Declarations and by the Plan of Sunriver.

3. Damage or Destruction by Casualty of Condominium Property.

(a) In the event of damage or destruction by casualty of condominium property, the damage or destruction

shall be repaired, reconstructed or rebuilt pursuant to the terms of the Lease.

(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 covered by the Association's insurance.

(c) In the event the insurance proceeds paid to the Association are not used to repair, reconstruct or rebuild the damaged or destroyed property, the Association shall distribute the proceeds among the unit owners in the same proportion as their respective undivided interests in the general common elements.

4. Condemnation. In the event of a taking in condemnation by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Association. If seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair or restoration of such common elements, the board of directors shall arrange for the same, which shall be paid out of the proceeds of the award. In the event seventy-five percent (75%) or more of the unit owners do not duly and promptly approve the repair and restoration of such common elements, the board of directors shall disburse the net proceeds of such award in the same proportions as the respective undivided interests of the unit owners in the general common elements.

5. Restrictions and Requirements Respecting Use of Condominium Property.

(a) Sunriver restrictions. Each unit owner while using his unit or the common elements shall be subject to the limitations, restrictions and requirements set forth in the lease, in the Sunriver declarations, the Plan of Sunriver or any rules and regulations adopted under the declarations or the Plan.

(b) 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 percent (70%) of the unit owners 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. Such rules and regulations shall not be inconsistent with the Lease or any Sunriver restrictions.

6. Right of entry. A unit owner shall grant the right of entry to the board of directors, managing agent, manager or any other person authorized by the board of directors in the case of any emergency originating in or threatening his unit or other condominium property, whether or not the owner is present at the time. A unit owner shall also permit such persons to enter his unit for the purpose of performing installations, alterations or repairs to any common element, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

7. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted hereunder or the breach of any bylaw contained herein or of any provision of the declaration 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:

(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 therein contrary to the intent and meaning of the provisions hereof, and the board of directors shall not thereby be deemed guilty of any manner of trespass; or

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

ARTICLE VIII

OPTION TO PURCHASE

1. Proposal to Exercise. Unit owners have an option to purchase all of the land underlying the condominium (hereinafter, the "Property") at the times and on the terms set forth in Paragraph 4 of the Lease. A proposal to exercise the option shall

be made by either a majority of the board of directors or by ten percent (10%) of the unit owners or their proxies. The proposal shall be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

2. Adoption of Proposal. A resolution adopting the proposal may be proposed by either a member of the baord of directors or by a unit owner at a meeting called for this purpose. Such a resolution must be approved by sixty-six and two-thirds percent (66-2/3%) of the unit owners. Unit owners not present at the meeting may express their approval in writing or by proxy.

3. Acquisition. In the event of approval of a resolution to exercise the option, the persons who are then directors of the Association shall become trustees for the unit owners (hereinafter, "Trustees") for the purpose of exercising the option as follows:

(a) Notice. Within 15 days of the date of approval, the Trustees shall give written notice to the lessor of the unit owners' intention to exercise the option.

(b) Payment. Within 90 days thereafter each unit owner shall pay to the Trustees as his portion of the total purchase price the sum of $9,000 together with his portion of the recording fees and one-half the escrow fee. Upon receipt thereof the Trustees shall deposit such sums in an escrow account created for the purpose of closing the purchase. Such sums shall be placed at interest which shall be payable to Trustees, as trustees for unit owners.

(c) Closing. Upon receipt from unit owners of all sums required to exercise the option and the deposit of such sums in escrow, the Trustees shall instruct the escrow agent to pay the purchase price to lessor when a reputable title insurance company is in a position to insure in the Trustees a good and marketable fee simple title to the Property.

4. Conversion to Fee Simple Condominium. The Trustees shall hold title to the Property in trust for the purpose of subjecting the fee simple thereof and the existing improvements thereon to the Oregon Unit Ownership Law. Accordingly, the Trustees shall execute and record a new declaration of unit ownership and bylaws. The new declaration and bylaws shall be the same as the declaration and these bylaws or as nearly so as possible consistent with the then existing Unit Ownership Law and such other laws and regulations then applicable to the Property.

5. Lienholders and Deeds to Unit Owners. The Lease, by its own terms, shall terminate upon the recordation of a new

declaration of unit ownership which subjects the fee simple title of the Property to the condominium form of ownership. In order to preserve the security of mortgagees, beneficiaries of deeds of trust and other lienholders having an interest in the leasehold condominium interests of unit owners, and to vest in unit owners fee simple title to their units subject to the same liens and encumbrances that burdened their leasehold condominium interests, the Trustees, as expeditiously as practicable, shall:

(a) Request each unit owner and each lienholder to execute new security instruments in recordable form covering the fee simple interest of each unit owner.

(b) Record unit deeds to unit owners subject to the Declarations, the Plan of Sunriver, the new declaration and the new bylaws.

(c) Record the new security instruments.

(d) Deliver the new deeds to the unit owners.

ARTICLE IX

AMENDMENTS TO BYLAWS

1. How Proposed. Amendments to the bylaws shall be proposed by either a majority of the board of directors or by thirty percent (30%) of the unit owners. 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.

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. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution to amend Article VIII hereof must be approved by ninety percent (90%) of the unit owners. Any other resolution must be approved by seventy-five percent (75%) of the unit owners.

3. Execution and Recording. An amendment shall not be effective until certified by the chairman and secretary of the Association and until recorded as required by law.

ARTICLE X

MISCELLANEOUS

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 hereafter designate from time to time. All notices to any unit owner shall be sent to such address as may have been designated by him from time to time, in writing, to the board of directors.

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.

3. 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 herein, the singular shall include the plural, and the plural the signular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these bylaws.

4. Definitions.

(a) Adoption by reference. The definitions contained in or adopted by the declaration shall be applicable to these bylaws.

(b) Percentage of unit owners. Whenever a percentage of unit owners is specified herein, such percentage means the owners of that percentage of the total number of units then existing in the condominium.

5. Conflicts. These bylaws are intended to comply with the Oregon Unit Ownership Law, the Lease, the declaration, the Sunriver Declarations and the Plan of Sunriver. In case of any irreconcilable conflict, such statute and documents shall control over these bylaws or any rules and regulations adopted hereunder.

DATED, at Sunriver, Oregon, this 31st day of October, 1973.

SUNRIVER PROPERTIES, INC.

By Charles D. Ellis
President

By
Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

We, T. H. Platt and William G. Taylor, hereby certify that we are the duly elected, qualified and acting chairman and secretary, respectively, of the ASSOCIATION OF UNIT OWNERS OF RANCH CABINS and that the within and foregoing is a full, true and complete copy of the bylaws of said Association, duly adopted on the 1st day of November, 19 73 by SUNRIVER PROPERTIES, INC., the sole owner of all the units therein.

IN WITNESS WHEREOF, we have hereunto set our official signatures this 1st day of November, 1973.

T. H. Platt
Chairman

William G. Taylor
Secretary

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STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 8 day of Nov A.D. 1973 at 3:46 o'clock P M., and recorded in Book 200 on Page 761 Records of Deeds
ROSEMARY PATTERSON
County Clerk
By Denise Tuthill Deputy

10110

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BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF RANCH CABINS

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Name and Location. These are the bylaws of the ASSOCIATION OF UNIT OWNERS OF RANCH CABINS (hereinafter the "Association"). Ranch Cabins (hereinafter, the "condominium") is located in Mountain Village, Sunriver, Deschutes County, Oregon, and has been submitted to the Oregon Unit Ownership Law by a declaration filed simultaneously herewith and by supplemental declarations, if any, annexing property to the condominium (hereinafter collectively called "the declaration"). The location of the condominium is more specifically described in the declaration.

2. Principal Office. The principal office of the Association shall be located at Great Hall, Sunriver, Oregon.

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

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 promulgated hereunder.

5. Sunriver Declarations, Plan of Sunriver, and the Lease. In addition to these bylaws and the declaration, the Association, all unit owners, and all persons using the condominium property are subject to the Sunriver Declaration Establishing Ranch Cabins and Annexing Ranch Cabins to Mountain Village (as amended) and the Sunriver Declaration Establishing Mountain Village (hereinafter, the "Sunriver Declarations"), the Plan of Sunriver and any rules and regulations promulgated thereunder. In addition, the Association, all unit owners, and all persons using the condominium property shall be subject to the terms of that certain lease dated March 1, 1973, between Sunriver Lands, Inc., as lessor, and Sunriver Properties, Inc., as lessee (hereinafter, "the Lease").

6. Composition of Association. The Association shall be composed of all the unit owners of the condominium, including

Sunriver Properties, Inc. (hereinafter, "the developer") and the Association, itself, to the extent either of these own any unit or units of the condominium.

ARTICLE II

MEETINGS OF ASSOCIATION

1. Place of Meetings. The Association shall hold meetings at Great Hall, Sunriver, Oregon, or at such other suitable place convenient to the unit owners as may be designated by the board of directors.

2. First Organizational Meeting. Within ninety (90) days after the developer has submitted the first phase of the condominium to unit ownership and adopted these bylaws as owner of all the units, the developer shall call the first meeting of the unit owners to organize the Association. In the event of lack of a quorum at such first organizational meeting, it may be adjourned to the time of the next annual meeting.

3. Annual Meetings. The annual meetings of the Association shall be held in the months of July or August at such hour and on such date as the chairman may designate, or if the chairman should fail to designate such date by the first day of August, then on the last Saturday in August. 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.

4. Special Meetings. Special meetings of the Association may be called by the chairman or secretary 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.

5. Notice of Meetings. Notice of all meetings of the Association stating the time and place and the objects for which the meeting is being called shall be given by the chairman or secretary. Such notice shall be in writing and mailed to each unit owner at his address as it appears on the books of the Association not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. 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.

6. Voting. Each unit owner shall have one vote for each unit of the condominium owned by him. The developer shall be entitled to vote as the unit owner of any then existing units retained by the developer, 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.

7. Proxies. A vote may be cast in person 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. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon sale of the unit by its owner.

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 by him in such capacity, whether or not the same shall have been transferred to his name; provided, that he shall satisfy the secretary that he 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 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.

9. Quorum of Unit Owners. At any meeting of the Association, fifty percent (50%) of the unit owners, 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 thereof 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.

10. Majority Vote. The vote of fifty percent (50%) or more of the unit owners, as defined in Article X, Section 4(b) of these Bylaws, 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.

11. 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.
(i) Adjournment.

ARTICLE III

BOARD OF DIRECTORS

1. Number and Qualification. The affairs of the Association shall be governed by a board of directors composed of five (5) persons. All directors, other than interim directors appointed by developer, shall be owners or co-owners of units of the condominium. For purposes of this section, the officers of developer shall be considered co-owners of any units owned by developer.

2. Interim Directors. Upon the filing of the declaration submitting the condominium to the Oregon Unit Ownership Law, the developer, as owner of all the units, shall appoint an interim board of five (5) directors, two Class A directors and three Class B directors, who shall serve until their successors have been elected by the unit owners as hereinafter provided.

3. Election and Term of Office. At the first annual meeting the two Class A interim directors shall resign, and two Class A directors shall be elected to serve for one year terms. At each annual meeting thereafter until the last phase of the condominium has been annexed, successor Class A directors shall be elected for one year terms. At the next annual meeting after annexation of the final phase of development, the Class B interim directors shall resign and their successors shall be elected for two year terms. The terms of the then existing Class A directors shall be extended for an additional year until the next annual meeting, at which time their successors shall be elected for two year terms. Thereafter, at the expiration of the initial term of office of each respective director, his 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.

4. 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.

5. 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 the meeting.

6. 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 and repair of the general and limited common elements, except for those portions of the common elements to be maintained by the Administrator of Sunriver.

(b) Determination of the amounts required for operation, maintenance and other affairs of the Association, and the making of such expenditures.

(c) Collection of the common expenses from the unit owners.

(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.

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

(g) 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.

(h) 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.

(i) Obtaining insurance or bonds pursuant to the provisions of these bylaws.

(j) 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 $2,000.00 unless the unit owners have enacted a resolution authorizing the project by a vote of seventy-five percent (75%) of the unit owners present in person or by proxy at a meeting at which a quorum is constituted.

(k) Enforcement by legal means of the provisions of the Oregon Unit Ownership Law, the declarations filed thereunder, these bylaws and any rules and regulations adopted hereunder.

(l) Performance of any duty or function delegated to the Association by the Administrator of Sunriver pursuant to Section 9.2 of the Plan of Sunriver.

(m) Collecting rentals from the unit owners and forwarding such rentals to the lessor in accordance with the terms of the Lease.

(n) Performing the functions described in Article VIII with respect to exercise of the option to purchase and establishment of a fee condominium.

7. 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. 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.

8. Organization Meeting. Within ten (10) 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.

9. 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 chairman and must be called by the secretary at the written request of at least two (2) directors. Notice of any special meeting shall be given to each director, personally or by mail, telephone or telegraph at least fourteen (14) days prior to the day named for such meeting, and shall state the time, place and purpose of such meeting.

10. 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 by him of notice of the time and place thereof. If all of the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

11. 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.

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

13. Liability and Indemnification of Directors, Manager or Managing Agent. The directors shall not be liable to the Association or the unit owners for any mistake of judgment, negligence, or otherwise except for their own willful misconduct or bad faith.

The Association shall indemnify and hold harmless each director and the manager or managing agent, if any, against all contractual liability to others arising out of contracts made by the board of directors, manager or managing agent on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the declaration filed herewith or of these bylaws. Each director and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or which they may become involved, by reason of being or having been a director, manager or managing agent and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the director, manager or managing agent is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in the performance of his duties.

14. Fidelity Bonds. The board of directors may require that any or all officers or employees of the Association who handle or are responsible for Association funds shall furnish such fidelity bonds as the board deems adequate. The premiums on such bonds shall be paid by the Association.

15. Insurance. The board of directors shall obtain such liability insurance as the board deems necessary to protect the lessor, the Association, its officers or employees, and the unit owners, which insurance coverage shall meet the requirements set forth in the Lease. In addition, the board of directors, as trustee for the unit owners, shall obtain such casualty insurance as necessary to protect the entire condominium property. 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 shall include an appraisal of all improvements contained in the condominium. No unit owner may engage in any activity which might jeopardize the insurance coverage described herein. Insurance policies obtained hereunder shall be master policies insuring the Association, its officers and directors, the manager or managing agent, if any, the lessor under the Lease, and all unit owners and their mortgagees, as their respective interests may appear, and shall include the following provisions, if possible:

(a) Casualty coverage shall include those risks covered by a standard fire insurance policy with extended coverage endorsement and shall be for the full replacement cost without deduction of depreciation. Such coverage shall meet all requirements of the Lease.

(b) Such policy shall contain a waiver of the usual proration clause, elimination of the usual "no other insurance" provision, and waiver of any right of subrogation as against any coinsured.

(c) Such policy shall require the insurance company to give notice of cancellation to the insureds and any mortgagees covered by loss payable clauses.

(d) Such policy shall bear a mortgagee's clause or a loss-payable clause in favor of any mortgagee or lender requesting the same, but such clause shall not give the mortgagee or lender the right to preempt payment of the insruance proceeds to the Association or to control whether or not the damage is repaired. The insurer shall likewise waive its right to determine whether the damage should be repaired, and loss adjustment and control of the proceeds of the policy should rest in the Association as trustee for the unit owners.

(e) Liability coverage should cover any unit owner for his acts or omissions in connection with the condominium and cover any liability arising out of ownership of any unit of the condominium, and should contain a severability of interests provision so as to cover one unit owner for his liability to another unit owner.

ARTICLE IV

OFFICERS

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

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.

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 his 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. Chairman. The chairman shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the board of directors. He 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 he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

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 shall attend to the giving and serving of all notices to the unit owners and directors and other notices required by law. He 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 chairman. In addition, the secretary shall act as vice chairman, taking the place of the chairman and performing his duties whenever the chairman is absent or unable to act.

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 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 he shall disburse funds of the Association upon properly authorized vouchers. He shall perform all other duties incident to the office of treasurer of an Association and such other duties as may be assigned to him by the board of directors.

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 chairman. All checks shall be signed by the treasurer, or in his absence or disability, by the chairman or any duly elected assistant treasurer.

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 other officers.

ARTICLE V

BUDGET, EXPENSES AND ASSESSMENTS

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 assess the common expenses to each unit owner in the same proportion as his percentage interest in the general common elements. If there be any limited common elements, the expense of maintaining, repairing or replacing such limited common elements shall be charged to the unit owners to whom such limited common elements pertain. The board of directors shall advise each unit owner in writing of the amount of common expenses payable by him, and furnish copies of each budget on which such common expenses are based to all unit owners and, if requested, to their mortgagees.

2. Determination of Common Expenses. Common expenses shall include:

(a) Expenses of administration.

(b) Expenses of maintenance, repair or replacement of common elements.

(c) Cost of insurance or bonds obtained in accordance with these bylaws.

(d) A general operating reserve.

(e) Reserve for replacements and deferred maintenance.

(f) Any charges allocated to the Association by the Administrator of Sunriver under the Plan of Sunriver.

(g) Any deficit in common expenses for any prior period.

(h) Any other items properly chargeable as an expense of the Association.

(i) All costs incurred in exercising the option to purchase and subjecting the property so acquired to the Unit Ownership Law.

3. Assessment of Common Expenses. All unit owners shall be obliged to pay common expenses assessed to them by the board of directors on behalf of the Association pursuant to these bylaws and the declaration filed herewith. The developer shall be assessed as the unit owner of any unsold unit, but such assessment 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 by him for more than thirty (30) days from the due date for its payment. Such assessment shall be in addition to any assessments imposed directly upon the unit owner by the Administrator of Sunriver under the Plan of Sunriver. The board may make an initial assessment to the first owner to whom each unit is conveyed for the purpose of establishing initial operating funds or reserves. If additional units are annexed to the condominium, the first owner to whom such units are conveyed shall pay the same initial assessment as the other owners paid. 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 annexation.

4. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Association the assessed common expenses, such unit owner shall be obligated to pay interest at the rate of nine percent (9%) per annum on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid expenses, or any appeal therefrom. The board of directors shall have the right and duty to recover for the Association such common expenses, together with interest thereon, and expenses 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 Unit Ownership Law. The board of directors shall notify the holder of any mortgage upon such a unit of the default, if such holder has so requested in writing.

5. Foreclosure of Liens for Unpaid Common Expenses. In any suit brought by the Association to foreclose a lien on a unit because of unpaid common expenses, 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 common expenses shall be maintainable without foreclosing the liens securing the same.

6. Statement of Common Expenses. The board of directors shall promptly provide any unit owner who makes a request in writing with a written statement of his unpaid common expenses.

ARTICLE VI

RECORDS AND AUDITS

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 list of owners entitled to vote at meetings of the Association.

2. Records of Receipts and Expenditures. The board of directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours of weekdays.

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.

4. Payment of Vouchers. The treasurer shall pay all vouchers up to $1,000 signed by the chairman, managing agent, manager or other person authorized by the board of directors. Any voucher in excess of $1,000 shall require the signature of the chairman.

5. Reports and Audits. An annual report of the receipts and expenditures of the Association shall be rendered by the board of directors to all unit owners and to all mortgagees of units who have requested the same promptly 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 of the books and records pertaining to the Association and furnish copies thereof to the owners. At any time any owner may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

ARTICLE VII

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

1. Maintenance and Repair. Except as otherwise provided herein 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.

(b) General common elements. All maintenance, repairs and replacements to the general common elements shall be made by the Association and shall be charged to all the unit owners as a common expense.

(c) Limited common elements. All maintenance, repairs and replacements to limited common elements, if any, shall be made by the Association and shall be charged to the unit owners to whom such limited common elements pertain.

(d) Administrator of Sunriver. All limited common elements may be maintained by the Administrator of Sunriver, who shall be entitled to charge the costs of such maintenance either to the Association or to the individual unit owners. If charged to the Association, the board of directors shall charge such costs to the unit owners to whom such limited common elements pertain.

2. Additions, Alterations or Improvements. All additions, alterations or improvements, whether of a unit by the unit owner or of a common element by the Association, must be approved by the design committee as required by the Sunriver Declarations and by the Plan of Sunriver.

3. Damage or Destruction by Casualty of Condominium Property.

(a) In the event of damage or destruction by casualty of condominium property, the damage or destruction

shall be repaired, reconstructed or rebuilt pursuant to the terms of the Lease.

(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 covered by the Association's insurance.

(c) In the event the insurance proceeds paid to the Association are not used to repair, reconstruct or rebuild the damaged or destroyed property, the Association shall distribute the proceeds among the unit owners in the same proportion as their respective undivided interests in the general common elements.

4. Condemnation. In the event of a taking in condemnation by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Association. If seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair or restoration of such common elements, the board of directors shall arrange for the same, which shall be paid out of the proceeds of the award. In the event seventy-five percent (75%) or more of the unit owners do not duly and promptly approve the repair and restoration of such common elements, the board of directors shall disburse the net proceeds of such award in the same proportions as the respective undivided interests of the unit owners in the general common elements.

5. Restrictions and Requirements Respecting Use of Condominium Property.

(a) Sunriver restrictions. Each unit owner while using his unit or the common elements shall be subject to the limitations, restrictions and requirements set forth in the lease, in the Sunriver declarations, the Plan of Sunriver or any rules and regulations adopted under the declarations or the Plan.

(b) 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 percent (70%) of the unit owners 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. Such rules and regulations shall not be inconsistent with the Lease or any Sunriver restrictions.

6. Right of entry. A unit owner shall grant the right of entry to the board of directors, managing agent, manager or any other person authorized by the board of directors in the case of any emergency originating in or threatening his unit or other condominium property, whether or not the owner is present at the time. A unit owner shall also permit such persons to enter his unit for the purpose of performing installations, alterations or repairs to any common element, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

7. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted hereunder or the breach of any bylaw contained herein or of any provision of the declaration 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:

(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 therein contrary to the intent and meaning of the provisions hereof, and the board of directors shall not thereby be deemed guilty of any manner of trespass; or

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

ARTICLE VIII

OPTION TO PURCHASE

1. Proposal to Exercise. Unit owners have an option to purchase all of the land underlying the condominium (hereinafter, the "Property") at the times and on the terms set forth in Paragraph 4 of the Lease. A proposal to exercise the option shall

be made by either a majority of the board of directors or by ten percent (10%) of the unit owners or their proxies. The proposal shall be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

2. Adoption of Proposal. A resolution adopting the proposal may be proposed by either a member of the baord of directors or by a unit owner at a meeting called for this purpose. Such a resolution must be approved by sixty-six and two-thirds percent (66-2/3%) of the unit owners. Unit owners not present at the meeting may express their approval in writing or by proxy.

3. Acquisition. In the event of approval of a resolution to exercise the option, the persons who are then directors of the Association shall become trustees for the unit owners (hereinafter, "Trustees") for the purpose of exercising the option as follows:

(a) Notice. Within 15 days of the date of approval, the Trustees shall give written notice to the lessor of the unit owners' intention to exercise the option.

(b) Payment. Within 90 days thereafter each unit owner shall pay to the Trustees as his portion of the total purchase price the sum of $9,000 together with his portion of the recording fees and one-half the escrow fee. Upon receipt thereof the Trustees shall deposit such sums in an escrow account created for the purpose of closing the purchase. Such sums shall be placed at interest which shall be payable to Trustees, as trustees for unit owners.

(c) Closing. Upon receipt from unit owners of all sums required to exercise the option and the deposit of such sums in escrow, the Trustees shall instruct the escrow agent to pay the purchase price to lessor when a reputable title insurance company is in a position to insure in the Trustees a good and marketable fee simple title to the Property.

4. Conversion to Fee Simple Condominium. The Trustees shall hold title to the Property in trust for the purpose of subjecting the fee simple thereof and the existing improvements thereon to the Oregon Unit Ownership Law. Accordingly, the Trustees shall execute and record a new declaration of unit ownership and bylaws. The new declaration and bylaws shall be the same as the declaration and these bylaws or as nearly so as possible consistent with the then existing Unit Ownership Law and such other laws and regulations then applicable to the Property.

5. Lienholders and Deeds to Unit Owners. The Lease, by its own terms, shall terminate upon the recordation of a new

declaration of unit ownership which subjects the fee simple title of the Property to the condominium form of ownership. In order to preserve the security of mortgagees, beneficiaries of deeds of trust and other lienholders having an interest in the leasehold condominium interests of unit owners, and to vest in unit owners fee simple title to their units subject to the same liens and encumbrances that burdened their leasehold condominium interests, the Trustees, as expeditiously as practicable, shall:

(a) Request each unit owner and each lienholder to execute new security instruments in recordable form covering the fee simple interest of each unit owner.

(b) Record unit deeds to unit owners subject to the Declarations, the Plan of Sunriver, the new declaration and the new bylaws.

(c) Record the new security instruments.

(d) Deliver the new deeds to the unit owners.

ARTICLE IX

AMENDMENTS TO BYLAWS

1. How Proposed. Amendments to the bylaws shall be proposed by either a majority of the board of directors or by thirty percent (30%) of the unit owners. 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.

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. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution to amend Article VIII hereof must be approved by ninety percent (90%) of the unit owners. Any other resolution must be approved by seventy-five percent (75%) of the unit owners.

3. Execution and Recording. An amendment shall not be effective until certified by the chairman and secretary of the Association and until recorded as required by law.

ARTICLE X

MISCELLANEOUS

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 hereafter designate from time to time. All notices to any unit owner shall be sent to such address as may have been designated by him from time to time, in writing, to the board of directors.

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.

3. 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 herein, the singular shall include the plural, and the plural the signular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these bylaws.

4. Definitions.

(a) Adoption by reference. The definitions contained in or adopted by the declaration shall be applicable to these bylaws.

(b) Percentage of unit owners. Whenever a percentage of unit owners is specified herein, such percentage means the owners of that percentage of the total number of units then existing in the condominium.

5. Conflicts. These bylaws are intended to comply with the Oregon Unit Ownership Law, the Lease, the declaration, the Sunriver Declarations and the Plan of Sunriver. In case of any irreconcilable conflict, such statute and documents shall control over these bylaws or any rules and regulations adopted hereunder.

DATED, at Sunriver, Oregon, this 31st day of October, 1973.

SUNRIVER PROPERTIES, INC.

By Charles D. Ellis
President

By
Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

We, T. H. Platt and William G. Taylor, hereby certify that we are the duly elected, qualified and acting chairman and secretary, respectively, of the ASSOCIATION OF UNIT OWNERS OF RANCH CABINS and that the within and foregoing is a full, true and complete copy of the bylaws of said Association, duly adopted on the 1st day of November, 19 73 by SUNRIVER PROPERTIES, INC., the sole owner of all the units therein.

IN WITNESS WHEREOF, we have hereunto set our official signatures this 1st day of November, 1973.

T. H. Platt
Chairman

William G. Taylor
Secretary

10110 INDEX

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 8 day of Nov A.D. 1973 at 3:46 o'clock P M., and recorded in Book 200 on Page 761 Records of Deeds
ROSEMARY PATTERSON
County Clerk
By Denise Tuthill Deputy

VOL 233 PAGE 823

SR: PLAN II
3/12/76

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT is created by SUNRIVER PROPERTIES, INC., an Oregon corporation (hereinafter called "Properties") as of this 24 day of June, 1976, with and for the benefit of the persons referred to herein.

RECITALS:

This Agreement is entered into upon the basis of the following facts, understandings and intentions:

A. Properties is the owner of fee title to all that certain real property (the "Property") more particularly shown and described on that certain planning map entitled Sunriver, Phase II, (the "Phase II Plan Map") adopted by and on file with the County of Deschutes, State of Oregon, (excepting that portion thereof owned by the United States and administered by the Department or Agriculture, U.S. Forest Service).

B. Properties is the developer of an existing recreational, resort, residential, and commercial project known as Sunriver. All of the property located within Sunriver is held, conveyed, occupied, used, maintained, and controlled pursuant to the terms of a document creating covenants running with the land and equitable servitudes entitled Plan of Sunriver (the "Phase I Plan"), dated June 20, 1968, which was recorded in the Deed of Records of the County of Deschutes, State of Oregon, in Volume 159 at Page

198. The Phase I Plan has been supplemented from time to time by recordation of additional declarations which subject various portions of the property described in the Plan to additional covenants and restrictions in connection with activation of the Plan as to said properties. The Properties from time to time made subject to the Phase I Plan, pursuant to Section 2 thereof shall be referred to herein as "Sunriver Phase I".

C. Properties desires to undertake development activity in Sunriver Phase II in a manner compatible with development in Sunriver Phase I. Because Properties is required to establish an entity which will have the right to govern and control Sunriver Phase II in a manner and on a basis different than the arrangements for government and control of Sunriver Phase I under the Phase I Plan, Properties intends to subject Sunriver Phase II to the terms of a Plan different only in the respects pertaining to government and control but otherwise substantially identical to the Phase I Plan, said Plan being referred to herein as the "Phase II Plan." To protect against the possibility that the entity responsible for government and control of Sunriver Phase II may represent interests divergent from those interests represented by the entity governing and controlling Sunriver Phase I, and to require that, notwithstanding any such divergences or differences, the common areas, utility installations, roads and recreational facilities in the respective phases of Sunriver shall be available for use on the same terms for the benefit of the owners of interests in each phase (their guests, invitees

and licensees on the same terms and conditions), and to assure an equitable arrangement for assessments, Properties desires to establish reciprocal easements, covenants, and conditions applicable to Sunriver Phase I and Sunriver Phase II in order to achieve the foregoing objective.

NOW, THEREFORE, Properties declares and establishes the following as a plan for reciprocal easement and covenants between landowners, to run with the land and to be binding upon and inure to the benefit of the successors and assigns of Properties, the owners of any part of Sunriver Phase I and Sunriver Phase II, or any part thereof or interest therein, pursuant to a plan for enhancement of the value of the respective properties and improving the usefulness thereof, it being the intent of Properties to have Sunriver Phase I and Sunriver Phase II operate with respect to the matters hereinafter set forth as a single, unitary project.

1. Easements Appurtenant To Sunriver Phase I. Sunriver Phase II shall be subject to easements appurtenant to Sunriver Phase I, allowing non-exclusive use of all common areas, private ways, roads, trails, pedestrian rights-of-way, bicycle paths, semi-public recreational or service areas, and utility installations within Sunriver Phase II, to the same extent and upon the same basis as the right to use said facilities, improvements, areas and ways is available to and reserved for the benefit of the owners of lots or property within Sunriver Phase II. The easement herein reserved is intended to and shall be construed so as to grant to owners of lots or property within Sunriver Phase

I, or any part thereof or interest therein, a right of use with respect to the interests and properties from time to time made a part of Sunriver Phase II, on the same basis and to the same extent as those rights are possessed by the owners or holders of comparable interests in Sunriver Phase II on a non-discriminatory basis. The easement rights herein conferred are created for the benefit of the owners of lots and properties in Sunriver Phase I, their lessees, tenants, licensees, invitees, and guests, to be exercised and used on the same basis as said rights may be used and exercised by the lessees, tenants, licensees, invitees, and guests of an owner of lots or properties within Sunriver Phase II, subject to all of the limitations applicable to such use and rules, regulating the same as applied on a non-discriminatory basis.

2. Easements Appurtenant to Sunriver Phase II. Sunriver Phase I shall be subject to easements appurtenant to Sunriver Phase II, allowing non-exclusive use of all common areas, private ways, roads, trails, pedestrian rights-of-way, bicycle paths, semi-public recreational or service areas, and utility installations within Sunriver Phase I to the same extent and upon the same basis as the right to use said facilities, improvement areas, and ways as available to and reserved for the benefit of the owners of lots or property within Sunriver Phase I. The easement herein reserved is intended to and shall be construed so as to grant to owners of lots or property within Sunriver Phase II, or any part thereof or interest therein, a right to use with respect to the interest and properties from time to

time made a part of Sunriver Phase I on the same basis and to the same extent as those rights are possessed by the owners or holders of comparable interests in Sunriver Phase I on a non-discriminatory basis. The easement rights herein conferred are created for the benefit of the owners of lots and properties in Sunriver Phase II, their lessees, tenants, licensees, invitees, and guests, to be exercised and used on the same basis as said rights may be used and exercised by the lessees, tenants, licensees, invitees, and guests of an owner of lots or properties within Sunriver Phase I, subject to all of the limitations applicable to such use and rules, regulating the same as applied on a non-discriminatory basis.

3. No Restraints Upon Use. The private ways, trails, bicycle paths, utilities, and semi-public recreational and service areas, subject to the easements referred to in Paragraphs 1 and 2 above, shall be maintained in good condition and repair by the owners thereof to fulfill the purposes of the easements; and there shall be no restrictions imposed upon use or enjoyment thereof, nor shall any portion thereof be obstructed or rendered inoperative, except to the extent necessary to effectuate needed repairs or as otherwise provided in the Phase I Plan and Phase II Plan. Nothing herein contained shall be deemed to prevent the set aside of certain facilities or areas pursuant to the Phase I Plan so long as any such set aside or restriction is made pursuant to a legitimate purpose of the Plans (such as to provide for limited recreational facilities available to the owners of a particular village

or condominium project), and so long as any such arrangement shall not discriminate between or create classes of right of use based upon the division between Sunriver Phase I and Sunriver Phase II.

4. Maintenance, Replacement and Operation Obligations. The respective entity or agency responsible for maintenance, repair, replacement and operation of the facilities and improvements subject to the easements created pursuant to Paragraphs 1 and 2 within Phase I and Phase II shall undertake such burdens for the benefit of the owners of the rights created pursuant to Paragraphs 1 and 2 above.

5. Payment and Assessment For Right To Use Facilities. The owner of each unit (as that term is defined in the Phase II Plan) located within Sunriver Phase II, shall pay to the responsible body in Sunriver Phase II an amount to be paid over to the responsible body in Sunriver Phase I equal to that portion of the assessment then being levied by the responsible body in Sunriver Phase I against the unit owners in that phase representing the cost of maintenance, repair, replacement, and operation of the lands, common areas, and improvements referred to in Paragraph 2 above.

The owner of each unit (as that term is defined in the Phase I Plan), located within Sunriver Phase I shall pay to the responsible body in Sunriver Phase I an amount to be paid over to the responsible body in Sunriver Phase II, equal to that portion of the assessment then being levied by the responsible body in Sunriver Phase II against the unit owners in that phase, representing the cost of maintenance,

repair, replacement, and operation of the lands, common areas and improvements referred to in Paragraph 1 above.

Said amounts shall be assessed, collected, and paid over monthly in the same manner as is provided in each of the phases of Sunriver with respect to collection and payment of assessments, and the amount thereof shall be added to the assessments, enforceable by a lien against the unit to which they are subject.

6. Successors and Assigns. The terms, covenants, and conditions herein contained shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The provisions hereof are intended to run with the land as equitable servitudes and as running covenants.

7. Interpretation. The provisions hereof shall be interpreted in a manner which facilitates joint use of the property, facilities, and improvements described in Paragraphs 1 and 2 to facilitate and harmonize the interests of the owners of units in Sunriver Phase I and Sunriver Phase II, facilitating joint use thereof.

8. Severability. The provisions hereof shall be deemed independent and severable. In the event any provision is declared invalid, in whole or in part, the remainder hereof shall be enforced, notwithstanding such declaration.

9. No Waiver. The failure on the part of any party to enforce any provision hereof shall not constitute a waiver of that provision or of any other provision. The provisions hereof may be enforceable in law or in equity by

any action appropriate to the breach which has occurred.

IN WITNESS WHEREOF, Properties has executed this Reciprocal Easement Agreement the day and year first above written.

SUNRIVER PROPERTIES, INC.

By _____

Its President

By _____

Its Vice Pres.

STATE OF OREGON)
County of Deschutes) ss.

On this 24 day of June, 1976, personally appeared before me R. C. ANDERSON and R. K. DUPLANTY, who, being duly sworn, did say that they are the President and the Vice President, respectively, of SUNRIVER PROPERTIES, INC., a corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

_____
Notary Public for Oregon.
My Commission Expires: 8-6-78

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STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 7 day of July A.D. 1976 at 11:30 o'clock A M. and recorded in Book 233 on Page 829 Records of Deeds
ROSEMARY PATTERSON County Clerk
By _____ Deputy

FORM No. 881—Oregon Trust Deed Series—TRUST DEED

83- 2557

69826 Amd 2522

TRUST DEED

VOL 5 PAGE 405

THIS TRUST DEED, made this 17th day of February, 19 83, between PACIFIC REALTY TRUST, an Oregon ~~corporation~~ business trust, successor in interest to U.S. BANCORP REALTY AND MORTGAGE TRUST,

as Grantor, TICOR TITLE INSURANCE COMPANY, a California corporation, *as Trustee*, and BANKERS TRUST COMPANY, a New York banking corporation,

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Deschutes *County, Oregon, described as:* in Exhibit "A" attached hereto and by this reference incorporated herein,

payment of all indebtedness, with interest thereon, now or hereafter owed by Trustor to Beneficiary under that certain "CREDIT AGREEMENT DATED AS OF FEBRUARY 17, 1983 between PACIFIC REALTY TRUST and BANKERS TRUST COMPANY," as same may be amended and supplemented from time to time (hereinafter "Credit Agreement"), evidenced by that certain promissory note of even date herewith in the original principal amount of $36,000,000 with a maturity date of May 31, 1991, executed by Trustor under the terms of the Credit Agreement, which has been delivered to and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any other note or notes that may hereafter be issued by Trustor to Beneficiary pursuant to the Credit Agreement which state that they are secured by this Deed of Trust, and any and all modifications, extensions and renewals thereof.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than $, in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as issued; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amounts so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured in this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a default under this deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied first upon any reasonable costs and expenses and attorneys' fees both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than $5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding the amounts provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

**(1) The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.*

BEND TITLE COMPANY
1195 N.W. WALL, BEND, OR 97701

~~The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto~~

~~and that he will warrant and forever defend the same against all persons whomsoever.~~

IT IS FURTHER agreed that the provisions contained in Rider "A" attached hereto are incorporated herein by this reference as though fully set forth hereon.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: ~~(a) primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),~~ *(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.*

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

PACIFIC REALTY TRUST

By ..... President

By Marie A. Spence Assistant Secretary

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

[If the signer of the above is a corporation, use the form of acknowledgment opposite.]

(ORS 93.490)

STATE OF OREGON,)
) ss.
County of .....)

....., *19*.....

Personally appeared the above named.....

.....

.....

.....

.....

.....

..... *and acknowledged the foregoing instrument to be* ..... *voluntary act and deed.*

Before me:

(OFFICIAL SEAL) .....

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of Multnomah) ss.

February 17, *19* 83

Personally appeared Peter F. Bechen and Marie A. Spence who, each being first duly sworn, did say that the former is the president and that the latter is the assistant secretary of PACIFIC REALTY TRUST, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon *(OFFICIAL SEAL)*

My commission expires: Nov. 15, 1986

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: ....., *Trustee*

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to .....

DATED: ....., *19* .....

.....

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB CO., PORTLAND, ORE.

.....

.....

.....

Grantor

.....

.....

Beneficiary

AFTER RECORDING RETURN TO

TICOR Title Insurance
421 SW Stark St.
Portland, Oregon 97204
Attn: Kathy Bork

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,)
County of .....) ss.

I certify that the within instrument was received for record on the .....*day of* ....., *19*....., *at* .....*o'clock* ....*M., and recorded in book reel volume No.*.....*on page* .....*or as document fee file instrument microfilm No.* ....., *Record of Mortgages of said County.*

Witness my hand and seal of County affixed.

NAME ..... TITLE

By .....*Deputy*

RIDER "A" TO TRUST DEED DATED FEBRUARY 17, 1983,
BETWEEN PACIFIC REALTY TRUST, an Oregon ~~corporation~~ business trust, successor in interest to U.S. BANCORP REALTY AND MORTGAGE TRUST

AS GRANTOR/TRUSTOR, TICOR TITLE INSURANCE COMPANY, a California corporation
AS TRUSTEE, AND BANKERS TRUST COMPANY, AS BENEFICIARY

1. The term "Trust Estate" shall mean the property described in Exhibit "A" of the Trust Deed together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

2. That certain "CREDIT AGREEMENT DATED AS OF FEBRUARY 17, 1983, between PACIFIC REALTY TRUST and BANKERS TRUST COMPANY," as same may be amended and supplemented from time to time (hereinafter "Credit Agreement"), is hereby made a part hereof and by this reference incorporated herein.

3. The term "Event of Default" shall have the same meaning as such term is defined in the Credit Agreement.

4. To protect the security of this Deed of Trust, Grantor covenants and agrees:

(a) To maintain and keep the Trust Estate in good repair to the extent provided by the Credit Agreement including, but not limited to, subsection 4.3 thereof.

(b) To maintain and keep the Trust Estate, and all buildings now or hereafter erected thereon, insured to the extent provided by the Credit Agreement including, but not limited to, subsection 4.6 thereof.

(c) To pay and discharge all taxes, assessments, and governmental charges or levies imposed upon the Trust Estate in accordance with the Credit Agreement including, but not limited to, subsection 4.7 thereof.

5. Except with respect to transfers permitted by applicable law and in order to induce Beneficiary to make the loans secured hereby, Trustor agrees not to transfer the Trust Estate, or any portion thereof or interest therein, except to the extent permitted by the Credit Agreement including, but not limited to, subsections 5.3G, 5.3H, 5.3I and 5.3L thereof. Further, in the event there occurs, and continues to occur, an Event of Default, Trustor agrees not to transfer the Trust Estate, or any portion thereof or interest therein, without the prior written consent of Beneficiary. As used herein, "transfer" shall include: (a) the sale, agreement to sell, transfer or conveyance of the Trust Estate, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, (b) the lease of all or substantially all of the Trust Estate, except such leases as Trustor may enter into in the ordinary course of its business, or (c) the creation of any lien or other encumbrances by Trustor on the Trust Estate subsequent to the date of this Trust Deed. "Transfer" shall not include the leasing of individual apartments, offices or other portions of the improvements now located or hereafter placed on the property, entered into in the ordinary course of business.

6. Concurrently with the recordation of this Trust Deed, there is being recorded a separate "Assignment of Rents and Leases" by Trustor, as assignor, to Beneficiary, as assignee. In the event of any inconsistency between the Trust Deed and the above-mentioned Assignment of Rents and Leases, the Assignment of Rents and Leases shall be the controlling document.

7. In the event there occurs an Event of Default, such Event of Default shall constitute a default under the covenants and agreements in this Trust Deed.

8. The reconveyance of all or any part of the property described in this Trust Deed by the Trustee is required under certain circumstances under, subject to the terms, conditions and limitations on such reconveyance contained in, the Credit Agreement, including, but not limited to, subsection 6.3 thereof. In the event of any inconsistency between this Trust Deed and the terms, conditions and limitations on such reconveyance contained in the Credit Agreement, the Credit Agreement shall be the controlling document.

9. In the event that any portion of the Trust Estate shall be taken under the right of eminent domain or condemnation, provided there has not occurred and is continuing an Event of Default, Trustor shall have control of all such proceedings and the proceeds thereof shall be applied first to the reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Trustor in such proceedings and the balance shall be deemed proceeds from the sale of Trustor's property and shall be subject to the provisions of the Credit Agreement including, but not limited to, subsection 5.3H(2)(a) and (b) thereof.

Exhibit A

PARCEL I:

A tract of land lying in the Northwest Quarter (NW-1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southeast corner of said Section 32; thence South 89°10'11" West, 2,652.33 feet to the South Quarter corner of said Section; thence North 16°30'19" West, 4,489.98 feet to the point of beginning marked by a 5/8" iron rod; thence North 1°45'15" East, 68.79 feet; thence North 20°40'20" West, 168.11 feet to the Southerly right-of-way of a 60 foot private road known as West Cascade Road as described in the plat of Mountain Village West I; thence along the Southerly right-of-way of said road around a 980 foot radius curve to the right, 94.20 feet (long chord bears South 80°10'12" West, 94.17 feet) to the Easterly boundary of Mountain Village West I; thence South 2°7'24" East along the Easterly boundary of said plat, 214.32 feet; thence North 88°18'8" East, 142.15 feet to the point of beginning.

EXCEPT the leasehold estate which was submitted to Oregon Unit Ownership Law as PHASES 1 and 2 of RANCH CABINS, in the County of Deschutes, State of Oregon, by Declaration recorded November 8, 1973, in Book 200, Page 740, Deed records; first page of said Declaration was re-recorded December 3, 1973, in Book 201, Page 367, Deed records.

PARCEL 2:

A tract of land lying in the Northwest Quarter (NW-1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southeast corner of said Section 32; thence South 89°10'19" West, 2,652.33 feet to the South Quarter corner of said Section; thence North 16°58'41" West, 3,945.30 feet to the point of beginning marked by a 1/2" iron rod; thence North 15°49'45" West, 194.34 feet; thence North 18°10'00" East, 270.00 feet; thence North 1°00'00" East, 353.78 feet to the Southerly right-of-way of a 60 foot private road known as West Cascade Road as platted in Mountain Village West I: thence Westerly along the South right-of-way of said road around a 317.35 foot radius curve to the left 128.00 feet (long chord bears South 83°25'12" West, 127.14 feet); thence around a 980 foot radius curve to the right, 94.65 feet (long chord bears South 74°38'55" West, 94.62 feet); thence South 20°40'20" East, 168.11 feet; thence South 1°45'15" West, 68.79 feet; thence South 88°18'8" West, 142.15 feet to the Easterly boundary of Mountain Village West I as platted; thence South 2°07'24" East along the East boundary of Mountain Village West I, 203.88 feet; thence South 21°34'35" West, 182.17 feet; thence South 7°11'5" West, 389.35 feet; thence South 40.67 feet; thence South 13°17'17" West, 19.92 feet; thence North 89°26'56" East, 39.74 feet; thence North 58°17'59" East, 87.56 feet; thence North 46°01'56" East, 63.47 feet; thence North 25°22'29" East, 64.00 feet; thence North 49°19'04" East, 80.63 feet; thence North 64°36'02" East, 62.90 feet; thence North 48°33'06" East, 97.39 feet to the point of beginning.

EXCEPT the leasehold estate which was submitted to Oregon Unit Ownership Law as PHASES 1 and 2 of RANCH CABINS, in the County of Deschutes, State of Oregon, by Declaration recorded November 8, 1973, in Book 200, Page 740, Deed records; first page of said Declaration was re-recorded December 3, 1973, in Book 201, Page 367, Deed records.

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

1983 FEB 17 AM 10:36

MARY SUE PENHOLLOW
COUNTY CLERK

BY. Phyllis Peck DEPUTY

NO. 83-2757 FEE 35.00

DESCHUTES COUNTY OFFICIAL RECORDS

84-18675 VOL 79 PAGE 12

Amendment and
Reaffirmation of Deed
of Trust [Oregon]

This Amendment and Reaffirmation of Deed of Trust (the "Amendment") is made as of this 1st day of March, 1984, by and among Pacific Realty Associates, L.P., a Delaware limited partnership ("Associates"), as successor in interest to Pacific Realty Trust, an Oregon business trust, Ticor Title Insurance Company, a California corporation ("Trustee"), and Bankers Trust Company, a New York banking corporation ("Beneficiary"):

WITNESSETH:

Whereas, on the 17th day of February, 1983, Pacific Realty Trust, as grantor, did make, execute and deliver to Trustee that certain Trust Deed ("Deed of Trust"), which was recorded on February 17, 1983, in the Official Records of Deschutes County, Oregon, at Vol M83, Page 405, Instrument No. 83-2757, affecting certain real property described therein;

Whereas, the parties hereto desire to amend said Deed of Trust as hereinafter provided;

Now, therefore, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Terms defined in the Deed of Trust not otherwise defined herein are used herein with the same meanings as in the Deed of Trust.

2. The third paragraph of the Deed of Trust is hereby amended to read as follows:

> "For the purpose of securing performance of each agreement of grantor herein contained and payment of all indebtedness, with interest thereon, now or hereafter owed by Pacific Realty Associates, L.P. ("Associates") to Beneficiary, advanced or readvanced by Beneficiary to Associates under that certain Amended and Restated Credit Agreement dated as of March 1, 1984, between Associates and Beneficiary as same may be amended and supplemented from time to time ("Credit Agreement"), evidenced by that certain amended and restated promissory note dated as of March 1, 1984, in the original principal amount of $20,000,000 with a maturity date of May 31, 1991, executed by Associates under the terms of the Credit Agreement, which has been delivered to and is payable to the order of Beneficiary, and which by this reference is made a part hereof, and any other note or notes that may hereafter be issued by Associates to Beneficiary pursuant to the Credit Agreement which state that they are secured by

this Deed of Trust, and any and all modifications, extensions and renewals thereof. The Credit Agreement amends and restates that certain Credit Agreement dated as of February 17, 1983, between Pacific Realty Trust and Bankers Trust Company. Sums advanced by Beneficiary to Associates pursuant to the Credit Agreement may be repaid and reborrowed by Associates. All such sums shall bear interest at a fluctuating rate or rates tied to an index. The total principal amount of all such sums advanced (or readvanced), outstanding and unpaid at any one time shall not exceed the sum of $20,000,000."

3. Paragraph 2 of Rider A to the Deed of Trust is hereby amended to read as follows:

"2. That certain Amended and Restated Credit Agreement dated as of March 1, 1984, between Pacific Realty Associates, L.P., and Bankers Trust Company, as the same may be amended and supplemented from time to time (hereinafter "Credit Agreement"), is hereby made a part hereof and by this reference incorporated herein."

4. Associates as the successor in interest to Pacific Realty Trust hereby reaffirms the Deed of Trust including, without limiting the generality of the foregoing, the grant and conveyance of the property referred to in the Deed of Trust together with power of sale and subject to each and all of the terms and conditions contained therein, all with the same force, effect, extent and purpose as and when originally granted and conveyed to the Trustee to and for the benefit of Beneficiary thereunder, as security for the full performance of each and every obligation set forth therein, as amended hereby, it being understood and agreed that, except as specifically amended as provided in Paragraphs 2 and 3 of this Amendment, the Deed of Trust continues in full force and effect as a prior lien on the property referred to herein, unaffected, unaltered and unchanged by this Amendment.

5. Nothing contained in this Amendment is intended by the parties hereto either to constitute a waiver or relinquishment by Beneficiary of any of Beneficiary's rights, powers or remedies now existing or hereafter accruing under the Deed of Trust, that certain Amended and Restated Credit Agreement dated as of March 1, 1984, between Associates and Beneficiary (the "Credit Agreement"), or that certain amended and restated promissory note dated as of March 1, 1984, in the original principal amount of $20,000,000 with a maturity date of May 31, 1991, executed by Associates under the terms of the Credit Agreement (the "Note"), or to effect a cure of any past, present or future default in performance secured by the Deed of Trust.

6. Subject to the terms and provisions of the Credit Agreement, the Note, and the Deed of Trust, as amended hereby, this

Amendment shall apply to, bind and inure to the benefit of the heirs, administrators, executors, legal representatives, successors and assigns of Associates, the successors in trust of Trustee, and the endorsees, transferees, successors and assigns of Beneficiary.

7. This Amendment shall be governed by and construed in accordance with the laws of the State of Oregon. The Credit Agreement and the Note are, and shall continue to be, governed by and construed in accordance with the laws of the State of New York.

8. The property described in the Deed of Trust is not currently used for agricultural, timber, or grazing purposes.

9. This Amendment may be executed in multiple originals and in counterparts and then reassembled for purposes of recording and for providing to each of the parties hereto an original executed by the other parties hereto.

In witness whereof, the undersigned have executed this Amendment as of the date first above written.

Bankers Trust Company,
a New York banking corporation

By Terence J. Morgan

Title Sr. Vice President

Pacific Realty Associates, L.P.,
a Delaware limited partnership

By: KKR Associates,
a Delaware limited partnership,
General Partner

By Robert MacLeod
General Partner

VOL 79 PAGE 15

State of New York)
) ss.
County of New York)
)
October 10, 1984

Personally appeared T. J. Mogan and _____ who, each being first duly sworn, did say that the former is the SVP and that the latter is the _____ of Bankers Trust a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Nancy F. Cosie
Notary Public

NANCY F. COSIE
Notary Public, State of New York
No. 31-0929725
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 19__

(Official Seal)

NANCY F. COSIE NOTARY PUBLIC

State of California)
) ss.
County of San Francisco)
)
October 22, 1984

Personally appeared Robert I. MacDonnell, who, being first duly sworn, did say that he is the general partner of KKR Associates, and that the foregoing instrument was signed in behalf of said partnership by its authority, and acknowledged to me that said partnership executed the same as general partner of Pacific Realty Associates, L.P. and that Pacific Realty Associates, L.P., executed the same, and acknowledged said instrument to be its voluntary act and deed.

Before me:

Doris M. Randuch
Notary Public

(Official Seal)

DORIS M. RANDUCH NOTARY PUBLIC

OFFICIAL SEAL
DORIS M RANDUCH
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My comm. expires SEP 13, 1985

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

1984 OCT 30 AM 10: 25

MARY SUE PENHOLLOW
COUNTY CLERK

BY. Phyllis Lockhart DEPUTY

NO. 84-18675 FEE 17 —

DESCHUTES COUNTY OFFICIAL RECORDS

83- 2758 VOL 5 PAGE 411

69826 and
2500

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

O'Melveny & Myers
400 South Hope Street
Los Angeles, California 90071-2899
Attention: Jay S. Wintrob, Esq.

Space Above This Line For Recorder's Use Only

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES is made as of the 17th day of February, 1983 by PACIFIC REALTY TRUST, an Oregon business trust ("Assignor"), to BANKERS TRUST COMPANY, a New York banking corporation ("Assignee").

RECITALS

A. As of the date hereof, Assignor has delivered to Assignee a Promissory Note (the "Note") of even date herewith with a maturity date of May 31, 1991, executed by Assignor under the terms of that certain "CREDIT AGREEMENT DATED AS OF FEBRUARY 17, 1983 between PACIFIC REALTY TRUST AND BANKERS TRUST COMPANY", as same may be amended and supplemented from time to time (the "Credit Agreement"), which Note is secured by a Deed of Trust of even date herewith (the "Deed of Trust") constituting a lien on certain real property in the County of Deschutes, State of Oregon, more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Subject Property").

B. As a condition to the making of the loan from Assignee to Assignor under the terms of the Credit Agreement, the repayment obligation of which is represented by the Note, Assignee has required Assignor to assign to Assignee all the rights, interests and privileges which Assignor, as landlord, has and may hereafter have in the leases now existing or hereafter made (the "Leases") demising all or any portion of the Subject Property.

NOW, THEREFORE, for a good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby conveys, transfers and assigns unto Assignee all of the Leases, together with any modifications, renewals or extensions thereof and together with all rents, income and profits due or to become due therefrom.

In connection therewith Assignor hereby covenants and declares as follows:

BEND TITLE COMPANY
1195 N.W. WALL, BEND, OR 97701

1. So long as there has not occurred an event of default under the Note, the Deed of Trust, the Credit Agreement or this Assignment, Assignor reserves the right to collect all rents, income and profits from the Leases and to retain, use and enjoy the same, provided, however, that no rent under the terms of any of the Leases shall be collected or accepted more than one month prior to the first day of the monthly rental period for which such rent is paid without the prior written consent of Assignee. Said reserved right on the part of Assignor shall terminate automatically and absolutely in the event that Assignee shall deliver to Assignor, at the address hereinafter set forth, a written notice declaring the occurrence of an event of default under the Note, the Deed of Trust, the Credit Agreement or this Assignment.

2. Assignor, in the event an event of default occurs, and continues to exist for more than thirty (30) days consecutively, under the Note, the Deed of Trust, the Credit Agreement or this Assignment, and so long as such event of default continues for more than thirty (30) days consecutively, hereby authorizes Assignee, at its option, upon prior written notice, to enter upon, take possession of, manage and operate the Subject Property or any part hereof; make, cancel, enforce or modify rents and do any and all acts which Assignee deems proper to protect the security hereof; and either with or without taking possession of the Subject Property, in its own name sue for or otherwise collect and receive such rents, income and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, as provided in Paragraph 5 hereof.

3. As an incident to the Assignment hereby made, Assignor hereby assigns to Assignee, subject to the provisions of Paragraphs 1 and 2 hereof, any award made hereafter to it in any court procedure involving any of the tenants of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and any and all payments made by such tenants in lieu of rent; Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

4. The receipt by Assignee of any rents, income or profits pursuant to this Assignment after the institution of foreclosure proceedings either by court action or by the private power of sale contained in the Deed of Trust shall not cure such default nor affect such proceedings or any sale pursuant thereto, unless the receipt by Assignee of such rents, income or profits results in the cure of an event of default under the Credit Agreement; nor shall the receipt of this Assignment or any rents, income or profits pursuant hereto be deemed to limit any rights of Assignee under the Deed of Trust.

5. All amounts received by Assignee from time to time pursuant to this Assignment shall be applied (i) first to the payment of all reasonable costs and expenses incurred by Assignee in connection with the management and operation of the Subject Property and all reasonable costs and expenses incurred in connection with the enforcement of Assignee's rights hereunder, including reasonable attorney's fees with interest thereon at the rate of 12% per annum so long as Bankers Trust Company is Assignee hereunder and thereafter at the rate of 10% per annum; (ii) to the payment of all accrued and unpaid interest on the Note; (iii) to the payment of all unpaid and delinquent principal on the Note; (iv) to the payment of all other obligations of Assignor then due under the Note and Deed of Trust; and (v) the balance, if any, shall be distributed to Assignor.

6. Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of the Leases, and Assignor hereby agrees to indemnify, defend and hold Assignee harmless from any and all liabilities arising from any of the Leases or from this

Assignment. This Assignment shall not place responsibility for the control, care, management or repair of the Subject Property upon Assignee or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Subject Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

7. Assignor covenants and represents that except as may have been disclosed to Assignee in writing, (i) Assignor has full right and title to assign the Leases and the rents, income and profits due or to become due thereunder, (ii) the terms of the Leases have not been changed from the terms contained in the "PACTRUST EQUITY PORTFOLIO", dated October 31, 1982, as amended in accordance with the terms of the Credit Agreement, pertaining to the Subject Property and attached to the Credit Agreement, (iii) no other assignment of any interest therein has been made, except those contained in Schedule B attached to the Credit Agreement; and (iv) Assignor will not hereafter cancel, surrender or terminate any of the Leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in them, except as such may occur in the ordinary course of Assignor's business, without the prior written consent of Assignee.

8. Upon an event of default occurring under the Credit Agreement, Assignor authorizes Assignee to give notice in writing of this Agreement to any tenant under any of the Leases; at the option of Assignee, any such notice to a tenant may be accompanied by a copy of this Assignment.

9. Violation of any of the covenants, representations and provisions contained herein by Assignor shall be deemed a default under the terms of the Deed of Trust.

10. Payment in full of the Note and termination of all commitments of Assignee to make loans under the Credit Agreement or satisfaction of all obligations secured by the Deed of Trust and the duly recorded release or reconveyance of the Subject Property described therein or release of the Subject Property in accordance with the Credit Agreement including, but not limited to, subsection 6.3 thereof, shall automatically terminate this Assignment.

11. This Assignment applies to and binds the original Assignor and its heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Subject Property.

12. As used herein, the term "Assignee" means the holder(s) of the Note.

13. This Assignment is intended to cover all Leases now or hereafter created which affect the Subject Property. Nevertheless, Assignor agrees that it will, at any time and from time to time, on demand of Assignee, execute specific Assignments of any future Lease or Leases affecting any portion of the Subject Property.

14. The rights of Assignee hereunder shall be limited to the right to proceed against the assets of Assignor and the exercise of the rights provided for in the Deed of Trust and the other documents referred to therein.

15. The provisions of the Credit Agreement, including without limitation the right of Assignor to reconveyance(s) of all or any part of the Subject Property subject to subsection 6.3 thereof, are made a part hereof and by this reference incorporated herein.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Rents and Leases to be executed by its officers thereunto duly authorized as of the date first above written.

PACIFIC REALTY TRUST,
an Oregon business trust

By _____ President

By _____ Assistant Secretary

PACIFIC REALTY TRUST ORGANIZED ... (Corporate Seal) OREGON

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

On February 13, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Peter F. Bechen and Marie A. Spence, known to me to be the President and Assistant Secretary of PACIFIC REALTY TRUST, the business trust that executed the within Assignment of Rents and Leases and known to me to be the persons who executed the within Assignment on behalf of the business trust therein named, and acknowledged to me that such business trust executed the same pursuant to its bylaws or a resolution of its board of trustees.

NOTARY PUBLIC ... HARTWICK

Notary Public for Oregon
My Commission Expires: Nov. 15, 1986

[NOTARY PUBLIC]

Exhibit A

PARCEL I:

A tract of land lying in the Northwest Quarter (NW-1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southeast corner of said Section 32; thence South 89°10'11" West, 2,652.33 feet to the South Quarter corner of said Section; thence North 16°30'19" West, 4,489.98 feet to the point of beginning marked by a 5/8" iron rod; thence North 1°45'15" East, 68.79 feet; thence North 20°40'20" West, 168.11 feet to the Southerly right-of-way of a 60 foot private road known as West Cascade Road as described in the plat of Mountain Village West I; thence along the Southerly right-of-way of said road around a 980 foot radius curve to the right, 94.20 feet (long chord bears South 80°10'12" West, 94.17 feet) to the Easterly boundary of Mountain Village West I; thence South 2°7'24" East along the Easterly boundary of said plat, 214.32 feet; thence North 88°18'8" East, 142.15 feet to the point of beginning.

EXCEPT the leasehold estate which was submitted to Oregon Unit Ownership Law as PHASES 1 and 2 of RANCH CABINS, in the County of Deschutes, State of Oregon, by Declaration recorded November 8, 1973, in Book 200, Page 740, Deed records; first page of said Declaration was re-recorded December 3, 1973, in Book 201, Page 367, Deed records.

PARCEL 2:

A tract of land lying in the Northwest Quarter (NW-1/4) of Section Thirty-two (32), Township Nineteen (19) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southeast corner of said Section 32; thence South 89°10'19" West, 2,652.33 feet to the South Quarter corner of said Section; thence North 16°58'41" West, 3,945.30 feet to the point of beginning marked by a 1/2" iron rod; thence North 15°49'45" West, 194.34 feet; thence North 18°10'00" East, 270.00 feet; thence North 1°00'00" East, 353.78 feet to the Southerly right-of-way of a 60 foot private road known as West Cascade Road as platted in Mountain Village West I: thence Westerly along the South right-of-way of said road around a 317.35 foot radius curve to the left 128.00 feet (long chord bears South 83°25'12" West, 127.14 feet); thence around a 980 foot radius curve to the right, 94.65 feet (long chord bears South 74°38'55" West, 94.62 feet); thence South 20°40'20" East, 168.11 feet; thence South 1°45'15" West, 68.79 feet; thence South 88°18'8" West, 142.15 feet to the Easterly boundary of Mountain Village West I as platted; thence South 2°07'24" East along the East boundary of Mountain Village West I, 203.88 feet; thence South 21°34'35" West, 182.17 feet; thence South 7°11'5" West, 389.35 feet; thence South 40.67 feet; thence South 13°17'17" West, 19.92 feet; thence North 89°26'56" East, 39.74 feet; thence North 58°17'59" East, 87.56 feet; thence North 46°01'56" East, 63.47 feet; thence North 25°22'29" East, 64.00 feet; thence North 49°19'04" East, 80.63 feet; thence North 64°36'02" East, 62.90 feet; thence North 48°33'06" East, 97.39 feet to the point of beginning.

EXCEPT the leasehold estate which was submitted to Oregon Unit Ownership Law as PHASES 1 and 2 of RANCH CABINS, in the County of Deschutes, State of Oregon, by Declaration recorded November 8, 1973, in Book 200, Page 740, Deed records; first page of said Declaration was re-recorded December 3, 1973, in Book 201, Page 367, Deed records.

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

1983 FEB 17 AM 10: 37

MARY SUE PENHOLLOW
COUNTY CLERK

BY. Phyllis Lock DEPUTY

NO. 83-2758 FEE 25.00

DESCHUTES COUNTY OFFICIAL RECORDS

Amendment of Assignment of Rents and Leases

84-18676

This Amendment of Assignment of Rents and Leases (the "Amendment") is made as of this 1st day of March, 1984, by and between Pacific Realty Associates, L.P., a Delaware limited partnership ("Associates"), as successor in interest to Pacific Realty Trust, an Oregon business trust, and Bankers Trust Company, a New York banking corporation ("Assignee").

RECITALS

A. As of February 17, 1983, Pacific Realty Trust, as Assignor, did make, execute and deliver to Assignee that certain Assignment of Rents and Leases ("Assignment of Rents and Leases") which was recorded on February 17, 1983, in the Official Records of Deschutes County, Oregon, at Vol. 5, Page 411, Instrument No. 83-2758 affecting certain real property described therein.

B. The parties hereto desire to amend said Assignment of Rents and Leases as hereinafter provided.

Now, therefore, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Terms defined in the Assignment of Rents not otherwise defined herein are used herein with the same meanings as in the Assignment of Rents.

2. Recital A of the Assignment of Rents is hereby amended to read as follows:

> "A. As of February 17, 1983, Assignor delivered to Assignee a Promissory Note (the '1983 Note') dated as of February 17, 1983 with a maturity date of May 31, 1991, executed by Assignor under the terms of that certain Credit Agreement (the '1983 Credit Agreement') dated as of February 17, 1983, between Assignor and Assignee. The 1983 Note and 1983 Credit Agreement were amended by and restated in that certain Amended and Restated Promissory Note (the 'Note') dated as of March 1, 1984, with a maturity date of May 31, 1991, executed by Pacific Realty Associates, L.P., a Delaware limited partnership ('Associates') as successor in interest to Assignor, and that certain Amended and Restated Credit Agreement (the 'Credit Agreement') dated as of March 1, 1984, between Associates and Assignee. The Note is secured by a Deed of Trust dated February 17, 1983, as amended by that certain Amendment and Reaffirmation of Deed of Trust dated as of March 1, 1984 (the 'Deed of Trust') constituting a lien on certain real property in the County of Deschutes, State of Oregon, more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the 'Subject Property')."

3. Recital B of the Assignment of Rents is hereby amended to read as follows:

"B. As a condition to the making of the loan from Assignee to Associates under the terms of the Credit Agreement, the repayment obligation of which is represented by the Note, and to the making of the loan from Assignee to Assignor under the terms of the 1983 Credit Agreement, the repayment obligation of which was represented by the 1983 Note, Assignee has required Assignor to assign to Assignee all the rights, interests and privileges which Assignor, as landlord, has and may hereafter have in the leases now existing or hereafter made (the 'Leases') demising all or any portion of the Subject Property."

4. Paragraph 7 of the Assignment of Rents is hereby amended to read as follows:

"7. Associates covenants and represents that except as may have been disclosed to Assignee in writing, (i) Assignor has full right and title to assign the Leases and the rents, income and profits due or to become due thereunder, (ii) the terms of the Leases have not been changed from the terms contained in the 'PACTRUST EQUITY PORTFOLIO', dated January 31, 1983, as amended in accordance with the term of the Credit Agreement, pertaining to the Subject Property and attached to the Credit Agreement, (iii) no other assignment of any interest therein has been made, except those contained in Schedule B attached to the Credit Agreement; and (iv) Associates will not hereafter cancel, surrender or terminate any of the Leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in them, except as such may occur in the ordinary course of Associates' business, without the prior written consent of Assignee."

5. Nothing contained in this Amendment is intended by the parties hereto either to constitute a waiver or relinquishment by Assignee of any of Assignee's rights, powers or remedies now existing or hereafter accruing under the Assignment of Rents and Leases, that certain Amended and Restated Credit Agreement dated as of March 1, 1984, between Associates and Assignee (the "Credit Agreement") or that certain amended and restated promissory note dated as of March 1, 1984, in the original principal amount of $20,000,000 with a maturity date of May 31, 1991, executed by Associates under the terms of the Credit Agreement (the "Note") or to effect a cure of any past, present or future default in performance secured by the Assignment of Rents and Leases.

6. Subject to the terms and provisions of the Credit Agreement, the Note, and the Assignment of Rents and Leases, as amended hereby, this Amendment shall apply to, bind and inure to the benefit of the heirs, administrators, executors, legal representative, successors and assigns of Associates, and the endorsees, transferees, successors and assigns of Assignee.

7. This Amendment shall be governed by and construed in accordance with the laws of the State of California. The Credit Agreement and the Note are, and shall continue to be, governed by and construed in accordance with the laws of the State of New York.

8. This Amendment may be executed in multiple originals and in counterparts and then reassembled for purposes of recording and for providing to each of the parties hereto an original executed by the other parties hereto.

In witness whereof, the undersigned have executed this Amendment as of the date first above written.

Bankers Trust Company,
a New York banking corporation

By _____
Title _____

Pacific Realty Associates, L.P.,
a Delaware limited partnership

By: KKR Associates,
a Delaware limited partnership,
General Partner

By _____
General Partner

VOL 79 PAGE 20

State of New York)
) ss.
County of New York)

October 10, 1984

Personally appeared T. J. Mogan and _____ who, each being first duly sworn, did say that the former is the SVP and that the latter is the _____ of Bankers Trust Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public (Official Seal)

NANCY F. COSIE
Notary Public, State of New York
No. 31-0929725
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 19 85

State of California)
) ss.
County of San Francisco)

October 22, 1984

Personally appeared Robert I. MacDonnell, who, being first duly sworn, did say that he is the general partner of KKR Associates, and that the foregoing instrument was signed in behalf of said partnership by its authority, and acknowledged to me that said partnership executed the same as general partner of Pacific Realty Associates, L.P., and that Pacific Realty Associates, L.P., executed the same, and acknowledged said instrument to be its voluntary act and deed.

Before me:

Doris M. Randuch
Notary Public (Official Seal)

OFFICIAL SEAL
DORIS M RANDUCH
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My comm. expires SEP 13, 1985

VOL. 79 PAGE 21

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

1984 OCT 30 AM 10: 27

MARY SUE PENHOLLOW
COUNTY CLERK

BY. Phyllis Lick DEPUTY

NO. 84-18676 FEE 17.-

DESCHUTES COUNTY OFFICIAL RECORDS

4 (163)

339 - 0826

After Recording Return to:
The Sunriver Owner's Association
P.O. Box 3278
Sunriver, OR 97707

94-19103

EASEMENT AGREEMENT
(BICYCLE PATHS)

DATED: May 13, 1994

BETWEEN: SUNRIVER RESORT LIMITED PARTNERSHIP, a Delaware limited partnership ("SRLP")
Administration Office
Center Drive
PO Box 3589
Sunriver, Oregon 97707

AND: THE SUNRIVER OWNERS' ASSOCIATION, an Oregon nonprofit corporation ("SROA")
P.O. Box 3278
Sunriver, Oregon 97707

Recitals:

A. SROA is the Administrator of the Consolidated Plan of Sunriver, recorded in Book 113, Page 1158, Deschutes County Records ("Consolidated Plan").

B. SRLP owns certain of the property described in the Consolidated Plan upon which bicycle and pedestrian paths ("Paths") are located. All property owned by SRLP from time to time that is subject to the Consolidated Plan and upon which Paths are located is referred to as the "SRLP Property."

C. SROA desires to obtain from SRLP, and SRLP desires to grant to SROA, an easement for bicycle and pedestrian access over and across all Paths located on the SRLP Property, for the benefit of SROA, its members and guests, all in accordance with the terms and conditions of this Easement Agreement (this "Agreement").

D. The parties desire to supersede and terminate the Easement recorded at Book 180, Page 2977, Deschutes County Records.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

After recording, return to:
BEND TITLE COMPANY
1105 N.W. WALL BEND

Agreements:

SECTION 1 GRANT OF EASEMENT

1.1 SRLP hereby grants and conveys to SROA a perpetual easement and right-of-way on, over, across, and along all Paths located on the SRLP Property ("Bike Paths"), on the terms and conditions of this Agreement.

1.2 Such easement and right-of-way may be used only for bicycle and pedestrian ingress and egress. Use of the easement shall be on a regular, continuous, nonexclusive, nonpriority basis benefiting SROA, its members and guests.

1.3 The easement rights granted under this Agreement are personal to SROA and to any nonprofit successor organization to SROA or municipal corporation, which has substantially similar obligations and responsibilities to SROA and otherwise are not assignable. In the event the SROA property benefitted by this Agreement is conveyed to a third party other than a permitted assignee as described in the proceeding sentence, then this Agreement shall terminate, and SROA shall execute and deliver to SRLP, upon request, a quitclaim deed of any rights in the SRLP Property.

SECTION 2 LOCATION; REMODELING AND RECONFIGURATION

2.1 SROA shall have no right of access on any portion of the SRLP Property other than over the Paths.

2.2 SRLP reserves the right to alter, reconstruct or reconfigure the Paths. In such case, the easement rights of SROA under this Agreement automatically shall be modified to apply to such reconfigured Paths.

2.3 SROA shall have no claim for interference with its rights hereunder arising from any temporary interference or closure of easement areas in connection with any construction activities or as required by law.

SECTION 3 INDEMNITY AND INSURANCE

3.1 SROA hereby indemnifies, defends, protects and holds harmless SRLP and its partners, officers, employees, agents, contractors, tenants, successors and assigns ("Indemnitees") from and against any loss, liability, claim, damage or expense (including reasonable attorneys' fees) arising out of or related to any usage of the Paths by SROA, its members or their guests, except to the extent arising out of the gross negligence or wilful misconduct of any Indemnitee.

3.2 SROA accepts the Paths in their "as is" condition, with all faults, and hereby releases and waives any and all claims that SROA, its members or guests may have or hereafter acquire in connection with usage of the Paths.

3.3 SROA shall maintain commercial general liability insurance with minimum combined limits of not less than $1,000,000, or such lesser limit as may be reasonably available on the insurance market, in force at all times during the term of this Agreement, relating to all activities, conditions, operations and usages on or about the Paths. Such insurance shall name SRLP and its partners, agents, designees, successors and assigns as additional insureds. SROA shall provide evidence of such insurance to SRLP upon request.

SECTION 4 LIMITATIONS ON SROA'S USE

4.1 SROA shall comply with, and shall cause its members and guests to comply with, the following limitations on SROA's use of the Paths.

4.1.1 No vehicle shall be parked in or left in a dismantled or inoperable condition on or about the Paths.

4.1.2 No motorized vehicle shall be used on the Paths without the prior written consent of SRLP, except maintenance vehicles using the Paths on a reasonable basis.

SECTION 5 CONDEMNATION

In the event any portion of the Paths is taken by power of eminent domain, or is conveyed under threat of condemnation, this Agreement shall terminate as to the portion so taken or conveyed. Proceeds from any such condemnation shall belong exclusively to SRLP.

SECTION 6 BREACH OF OBLIGATIONS

If either party shall fail to perform its obligations under this Agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law or under this Agreement.

SECTION 7 MISCELLANEOUS

7.1 Waiver

Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right thereafter to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach or a waiver of such provision itself.

7.2 Severability

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.3 No Third Party Beneficiaries

There are no intended third party beneficiaries of this Agreement, and no party other than SRLP and SROA shall be entitled to enforce or claim reliance on any provision of this Agreement.

7.4 Exhibits

All exhibits attached to this Agreement are incorporated herein by this reference.

7.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

7.6 Attorneys' Fees

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

7.7 Complete Agreement

This Agreement constitutes the complete agreement of the parties with respect to the subject matter of this Agreement, and supersedes and replaces all prior oral and written agreements.

7.8 Termination of Prior Instrument

This Agreement supersedes in its entirety the Easement recorded at Book 180, Page 2977, Deschutes County records ("Prior Easement"), and the Prior Easement is hereby terminated and of no further force or effect.

7.9 Notices

Notices under this Agreement shall be in writing and shall be effective when actually delivered by personal delivery or facsimile transmission, or two business days after deposit in the United States mail, certified, return receipt requested, directed to the other party at the address set forth above, or to such other address as such party may indicate by written notice to the other party.

7.10 Counterparts

This Agreement may be executed in counterparts, which when taken together shall constitute an original.

7.11 Successors

Subject to Section 1.3, the rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each party's successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this document as of the year and date first hereinabove written.

SRLP: SUNRIVER RESORT LIMITED PARTNERSHIP, a Delaware limited partnership

By: Lowe Sunriver, Inc., a California corporation, general partner

By _____

Its Sr Vice Pres.

SROA: THE SUNRIVER OWNERS' ASSOCIATION,
an Oregon nonprofit corporation

By Barbara Wade

Its President

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me on this 13th day of May, 1994 by Andrew D. Norris, III who is the Senior Vice President of Lowe Sunriver, Inc., a California corporation, general partner of Sunriver Resort Limited Partnership, a Delaware limited partnership, on behalf of the partnership.

OFFICIAL SEAL
JANET M. JORDAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 018541
MY COMMISSION EXPIRES OCT. 1, 1996

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me on this 13th day of May, 1994 by Barbara Wade who is the President of the Sunriver Owners' Association, an Oregon nonprofit corporation, on behalf of the corporation.

OFFICIAL SEAL
JANET M. JORDAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 018541
MY COMMISSION EXPIRES OCT. 1, 1996

Notary Public for Oregon
My Commission Expires: _____

WN\F:\APPS\WP51\ATTYS\0021-03\04

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

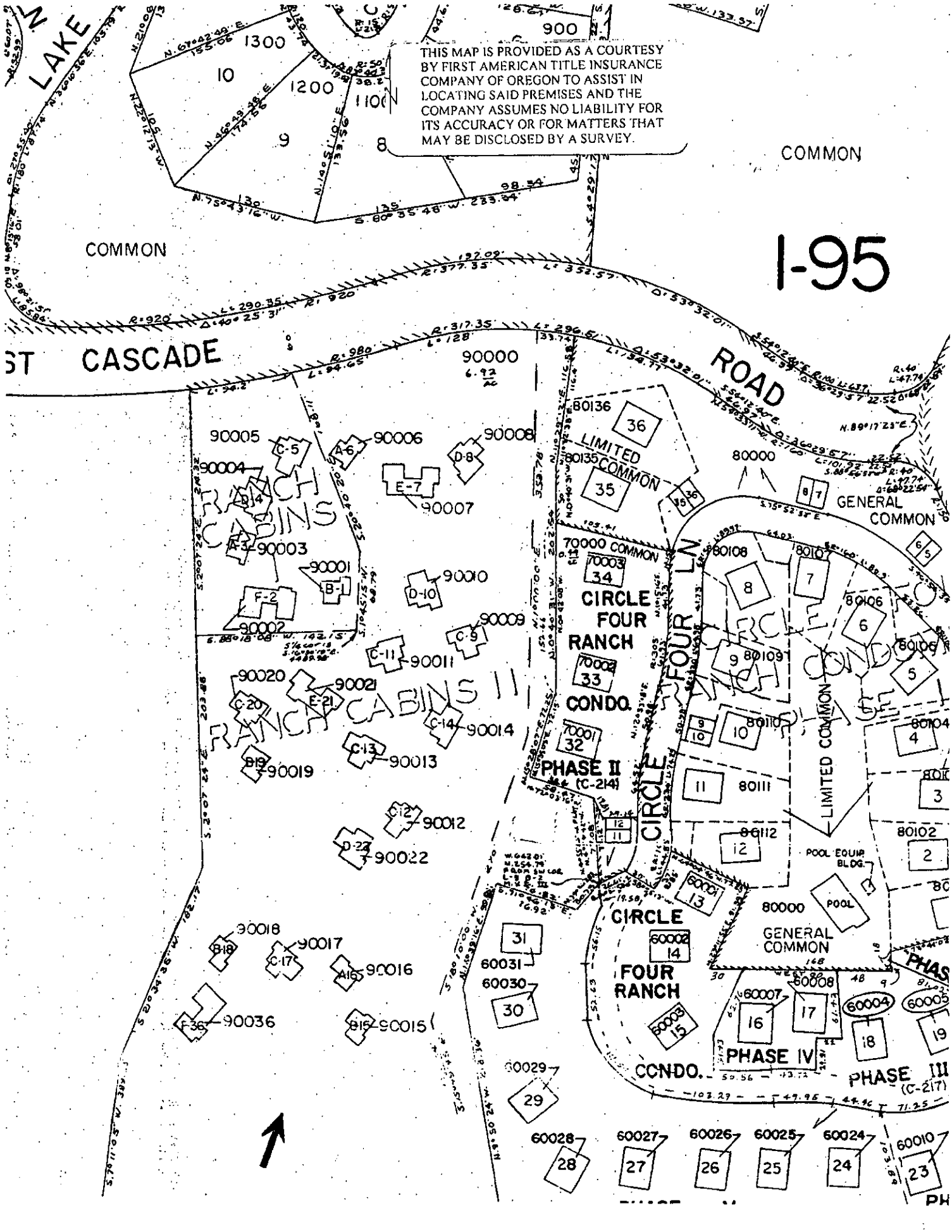
94 MAY 13 PM 3:36

MARY SUE PENHOLLOW
COUNTY CLERK

BY. J Wallace DEPUTY

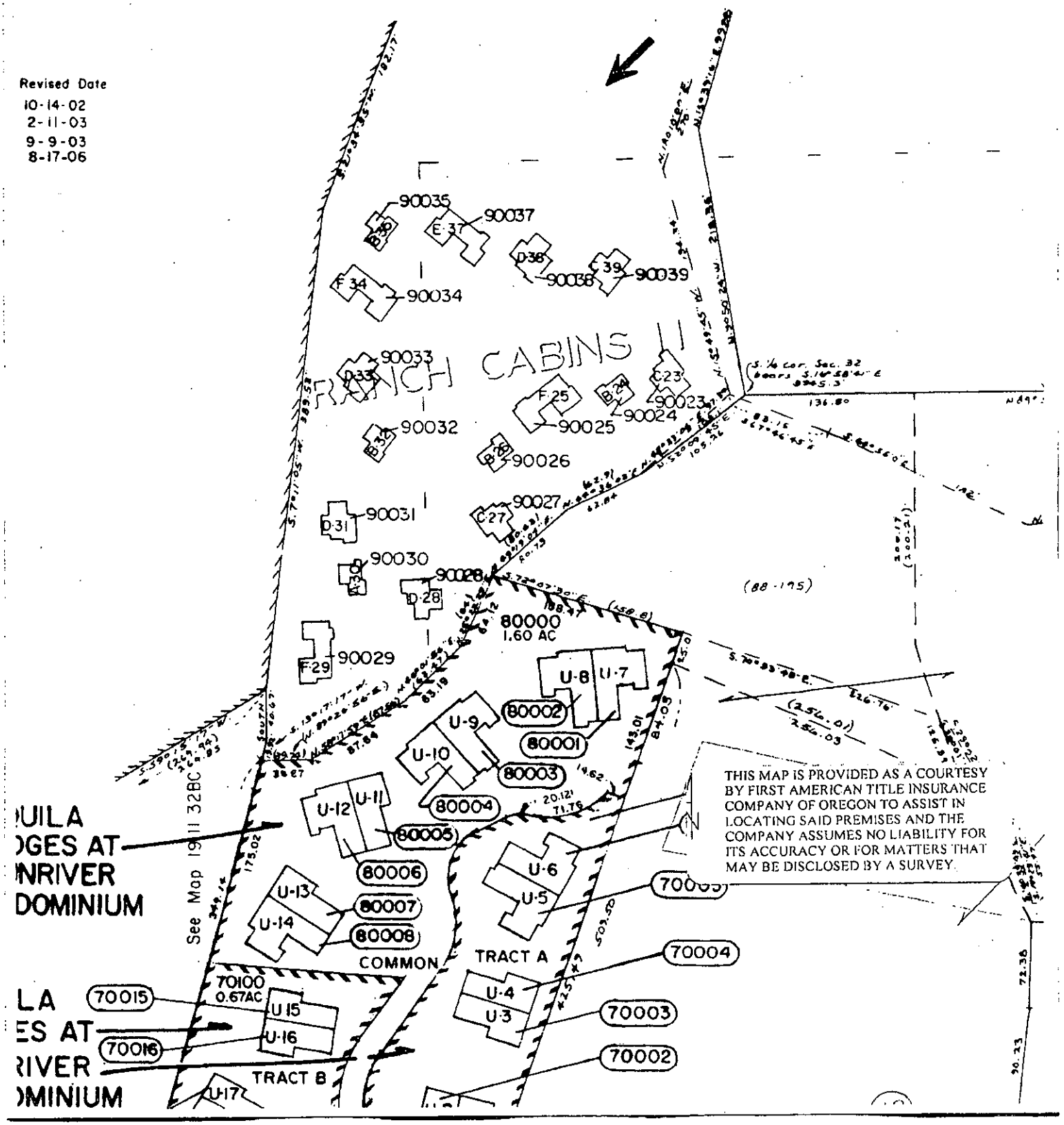
NO. 94-19103 FEE 6.00

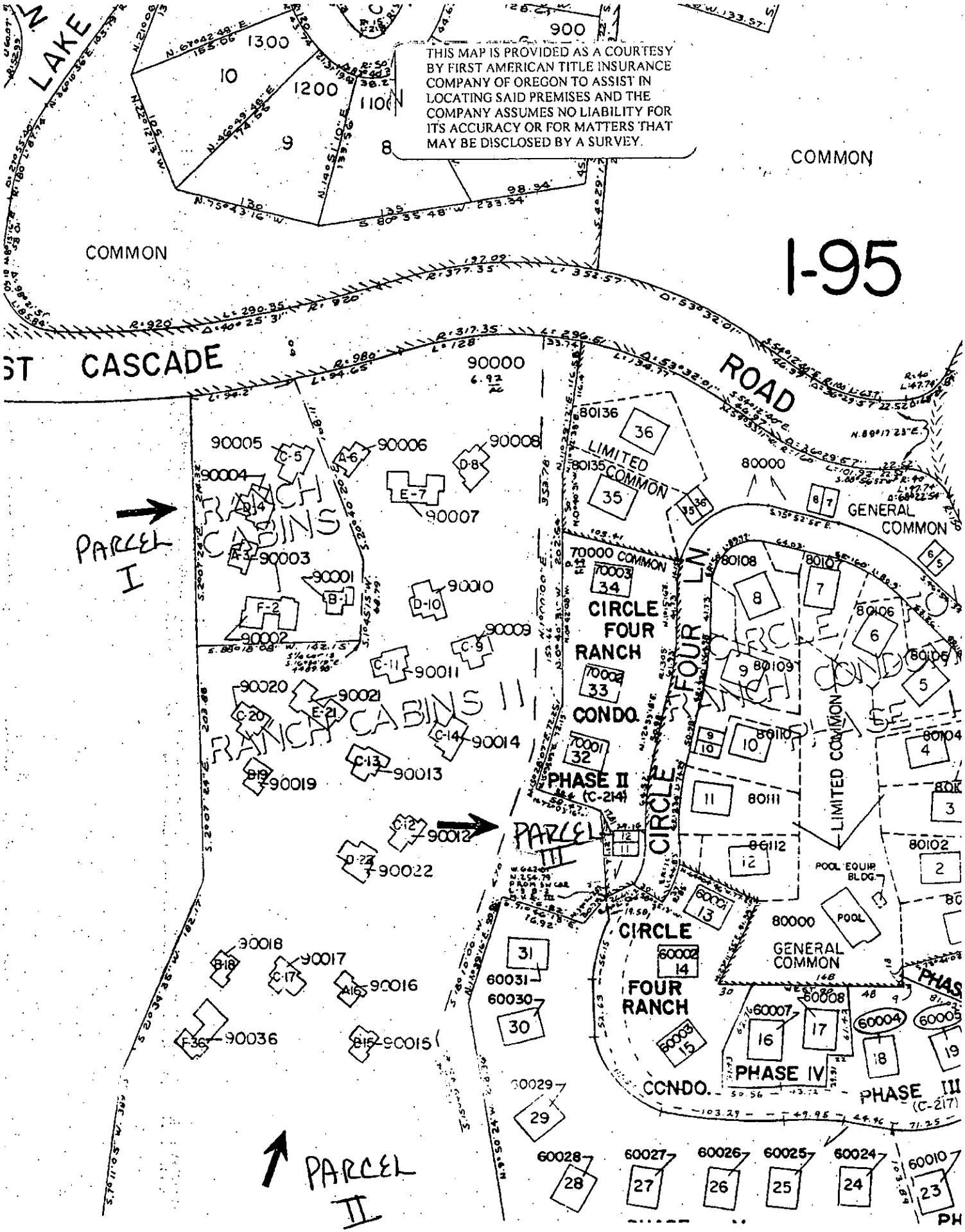
DESCHUTES COUNTY OFFICIAL RECORDS


THIS MAP IS PROVIDED AS A COURTESY BY FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON TO ASSIST IN LOCATING SAID PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR ITS ACCURACY OR FOR MATTERS THAT MAY BE DISCLOSED BY A SURVEY.
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CONDO.
PHASE II (C-214)
CIRCLE FOUR RANCH CONDO.
PHASE IV
PHASE III (C-217)
POOL EQUIP. BLDG.
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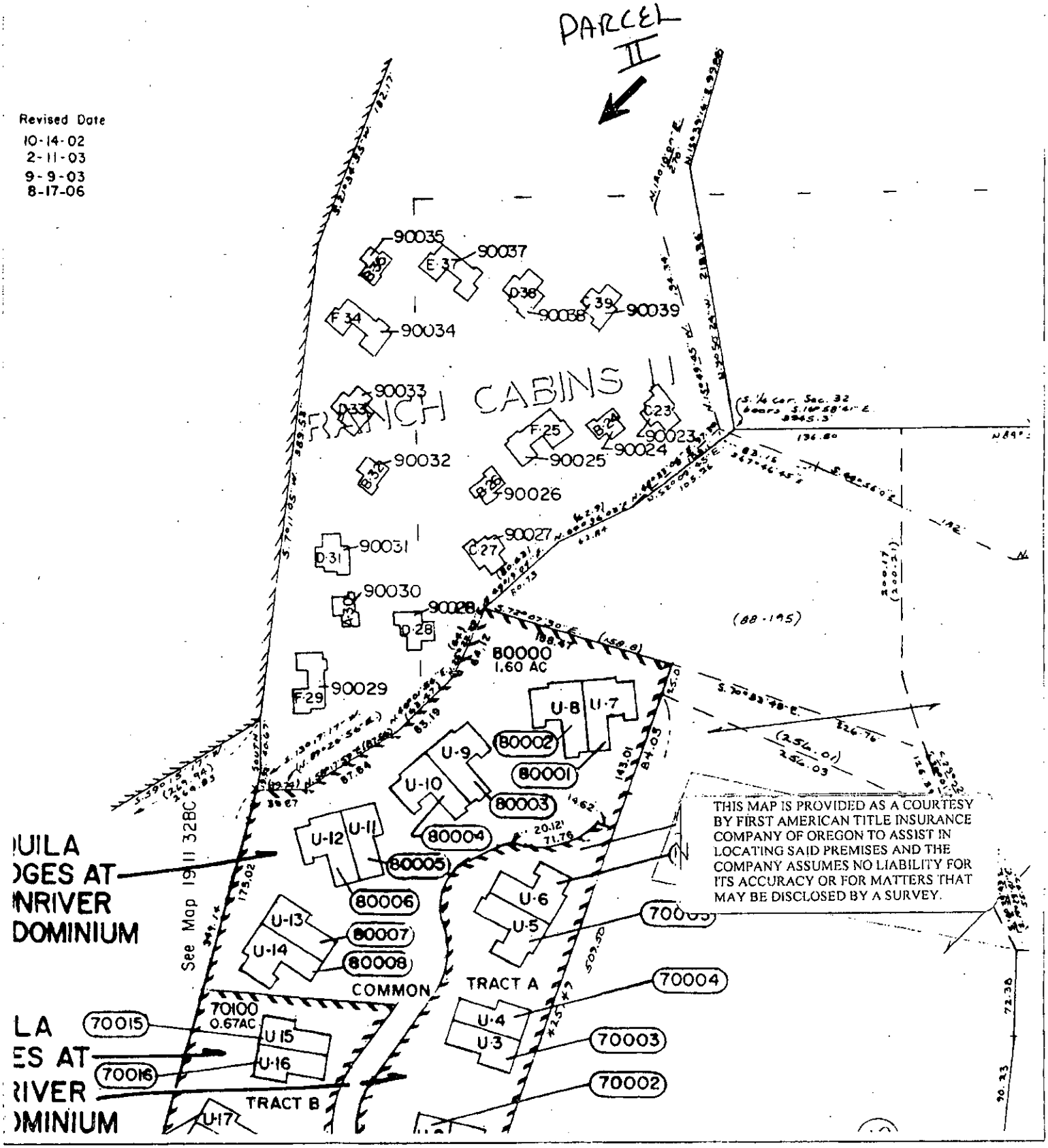
SE1/4 N

Revised Date
10-14-02
2-11-03
9-9-03
8-17-06




THIS MAP IS PROVIDED AS A COURTESY BY FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON TO ASSIST IN LOCATING SAID PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR ITS ACCURACY OR FOR MATTERS THAT MAY BE DISCLOSED BY A SURVEY.
LAKE
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PARCEL II
PARCEL III
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FRANCH CABINS II
CIRCLE FOUR RANCH CONDO.
CIRCLE FOUR RANCH CONDO. PHASE II (C-214)
CIRCLE FOUR RANCH CONDO. PHASE III (C-217)
CIRCLE FOUR RANCH CONDO. PHASE IV
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PARCEL II
Revised Date
10-14-02
2-11-03
9-9-03
8-17-06
RANCH CABINS II
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THIS MAP IS PROVIDED AS A COURTESY BY FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON TO ASSIST IN LOCATING SAID PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR ITS ACCURACY OR FOR MATTERS THAT MAY BE DISCLOSED BY A SURVEY.
See Map 19 11 32BC

CS04386

289

RANCH CABINS PHASE I & II

SITUATED IN : SECTION 32 T 19 S R 11 E W.M.
DESCHUTES COUNTY, OREGON

FOR SUNRIVER PROPERTIES INC. SUNRIVER OREGON
I, RICHARD L. BRYANT REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS SITE PLAN AND THE FLOOR PLAN OF RANCH CABINS PHASE I & II ; THAT SUCH SITE PLAN AND FLOOR PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT OF THE UNITS AND FLOOR OF THE BUILDINGS COMPRISING RANCH CABINS PHASE I & II, AND CONSTRUCTION OF THESE BUILDINGS WAS COMPLETED ON THIS DATE.

DATED THIS 15 DAY OF Jan, 1973

R.P.L.S.

ALL TAXES, ASSESMENTS, FEES OR OTHER CHARGES HAVE BEEN PAYED AS OF 1-10-73

COUNTY SHERIFF

COUNTY ASSESSOR M. J. Jessick 1-8-73

● - BRASS CAP

⊙ - IRON ROD

UNIT	FINISH FLOOR ELEV.	GROUND ELEV.
B-1	4187.80	4184.9
F-2	4184.10	4183.2
A-3	4183.38	4181.4
D-4	4182.82	4181.8
C-5	4184.02	4183.0
A-6	4186.96	4185.0
E-7	4188.77	4187.7
D-8	4187.91	4188.0
C-9	4186.81	4187.0
D-10	4188.98	4188.0
C-11	4186.68	4184.0
C-12	4180.38	4179.2
C-13	4182.53	4181.3
C-14	4184.51	4183.5
B-15	4177.53	4176.5
B-16	4178.54	4177.5
C-17	4175.62	4174.2
B-18	4175.24	4173.2
B-19	4180.03	4179.0
C-20	4182.26	4181.2
E-21	4184.47	4183.5
D-22	4179.28	4178.3
C-23	4173.17	4172.2
B-24	4172.96	4171.4
F-25	4171.48	4170.5
B-26	4169.76	4168.7
C-27	4170.02	4169.0
D-28	4168.23	4167.2
F-29	4166.54	4165.5
A-30	4166.27	4165.8
D-31	4167.49	4166.5
B-32	4168.24	4167.2
D-33	4168.50	4167.5
F-34	4168.15	4167.7
B-35	4170.50	4169.5
F-36	4171.01	4171.0
E-37	4173.01	4171.0
D-38	4173.75	4172.8
C-39	4175.03	4174.3

MOUNTAIN VILLAGE WEST I

CASCADE ROAD WEST

BEARINGS BASED ON SUNRIVER GRID
BEARINGS OF RECORD ON
PLAT OF MOUNTAIN VILLAGE WEST I

FILED
DATE January 10, 1986
OF COUNTY SURVEYOR

SUNRIVER PROPERTIES INC.
SITE SURVEY
RANCH CABINS I & II
Mc CULLOUGH, BRYANT & ASSOC.
SUNRIVER, OREGON

DRAWN BY	DATE	SCALE	SHEET	BOOK
J.K.B.	11-1-73	1"=50'	2 of 2	

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JAN. 12, 1973
RICHARD L. BRYANT
920

C5040986

CS04387

RANCH CABINS PHASE III
ANNEXATION TO RANCH CABINS I & II
SECTION 32, T.19S., R.11E., W.M.;
DESCHUTES COUNTY, OREGON

FOR SUNRIVER PROPERTIES, INC.
SUNRIVER, OREGON

ACKNOWLEDGMENT

All taxes, assessments, fees, or other charges have been paid this ____ day of _____, 1976

_____ County Tax Collector

_____ County Assessor

CERTIFICATION

I, Richard L. Bryant, Registered Professional Land Surveyor, do hereby certify that I prepared this site plan for Ranch Cabins Phase III, to be annexed to Ranch Cabins Phase I & II; that said site plan fully and accurately depicts the location of the property comprising Ranch Cabins Phase III to be annexed to Ranch Cabins Phase I & II, as

Dated this 19th day of October 1976

Richard L. Bryant R.P.L.S.

O Iron Rod Set

MOUNTAIN VILLAGE WEST I

RANCH CABINS I & II

CASCADE ROAD WEST

RANCH CABINS PHASE III

BEARINGS BASED ON SUNRIVER GRID
SCALE 1"=50'

mc cullough, bryant & associates, inc.—sunriver, ore.

NARRATIVE: JANUARY 10, 1986

The purpose of this survey was to annex the area marked as RANCH CABINS PHASE III to the existing RANCH CABIN CONDOMINIUMS. Iron rods were set in 1976. Annexation did not take place. Sunriver Properties Oregon, Ltd. did not realize that they still had title to this parcel until Leonard Rydell, LS 1437, replaced one of Dick Bryant's iron rods in PHASE III for the Initial Point of CIRCLE FOUR RANCH CONDOMINIUMS, PHASE I. therefore Bend Title Co. would not accept his plat. I am submitting the uncompleted plat for filing to make the iron rods set of public record.

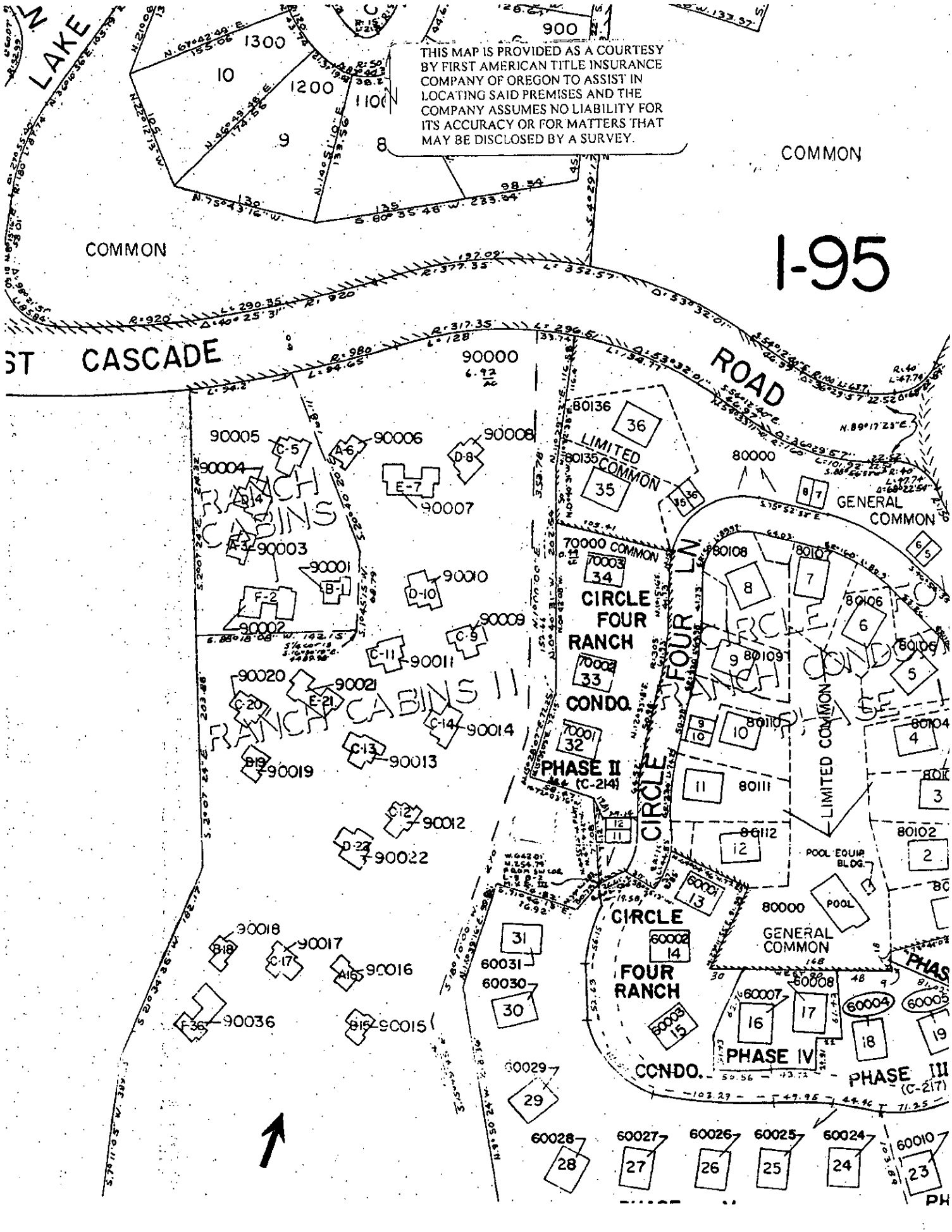
David K. Bateman
David K. Bateman, LS 1048

FILED
DATE January 9, 1986
DESCHUTES COUNTY SURVEYOR
BY Hala Rodgers

289

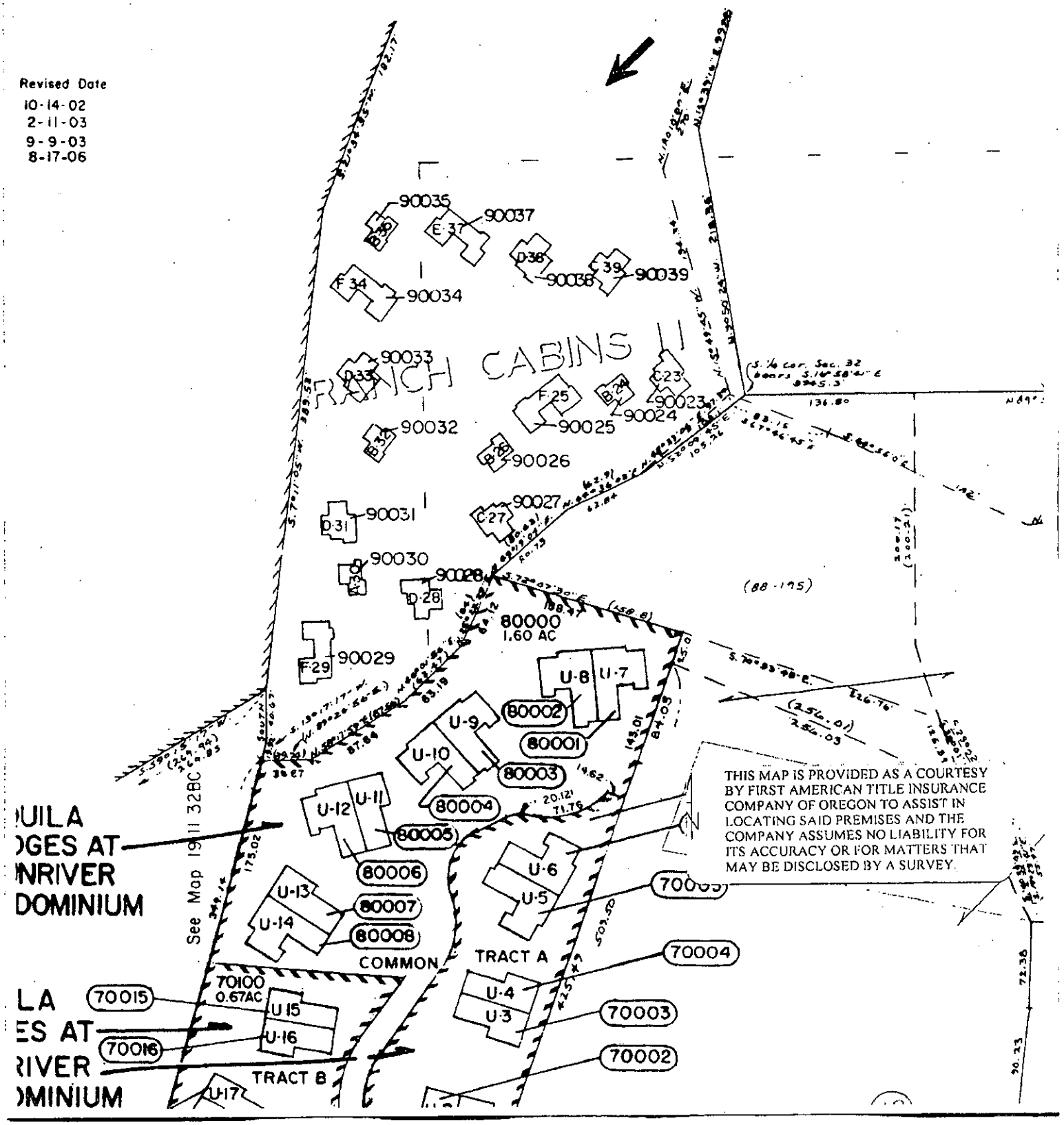
RANCH CABINS - PLAT 1027

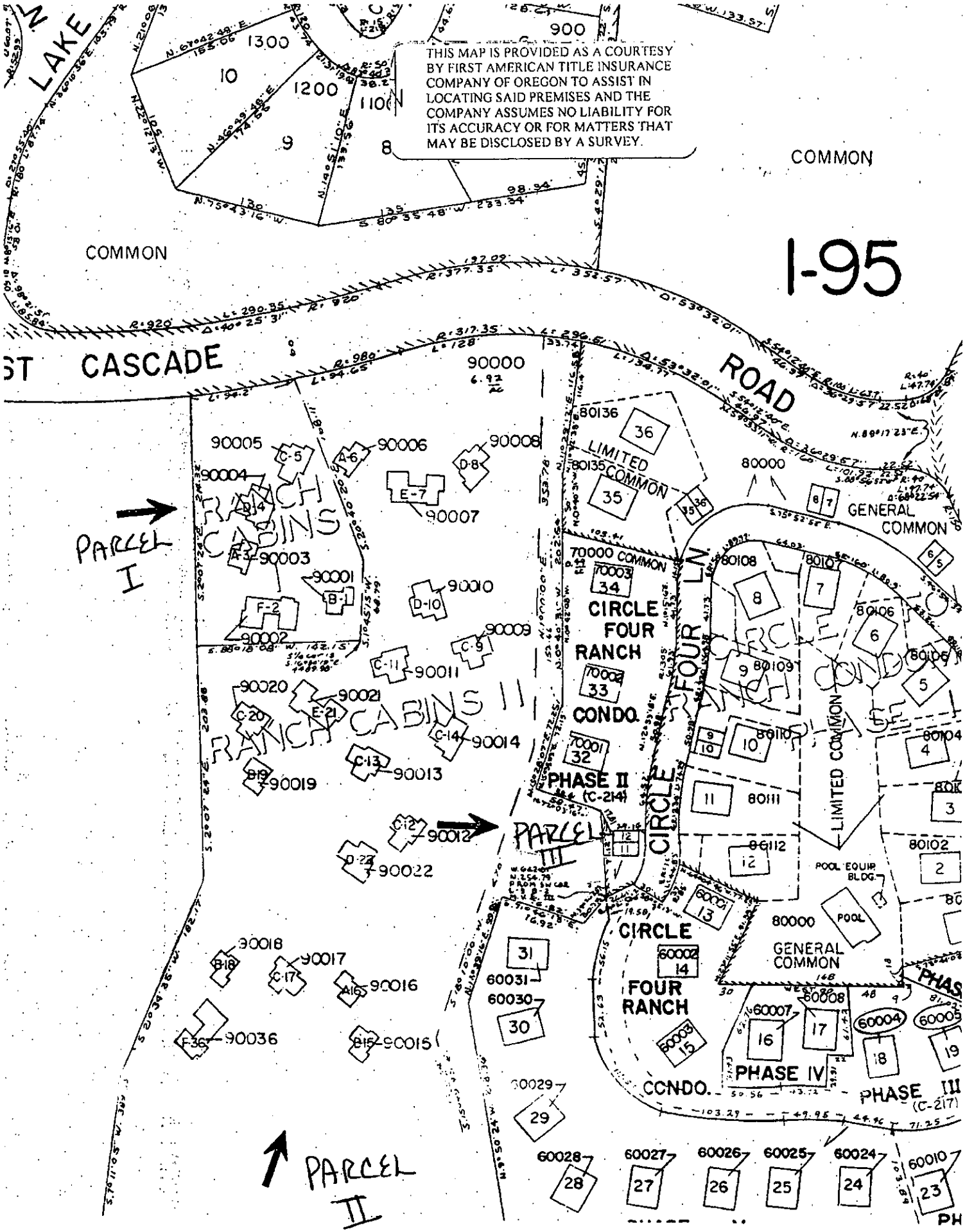
IF THIS DOCUMENT IS LESS


THIS MAP IS PROVIDED AS A COURTESY BY FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON TO ASSIST IN LOCATING SAID PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR ITS ACCURACY OR FOR MATTERS THAT MAY BE DISCLOSED BY A SURVEY.
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RANCH CABINS
RANCH CABINS II
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CIRCLE FOUR RANCH
CONDO.
PHASE II (C-214)
CIRCLE FOUR RANCH CONDO.
PHASE IV
PHASE III (C-217)
POOL EQUIP. BLDG.
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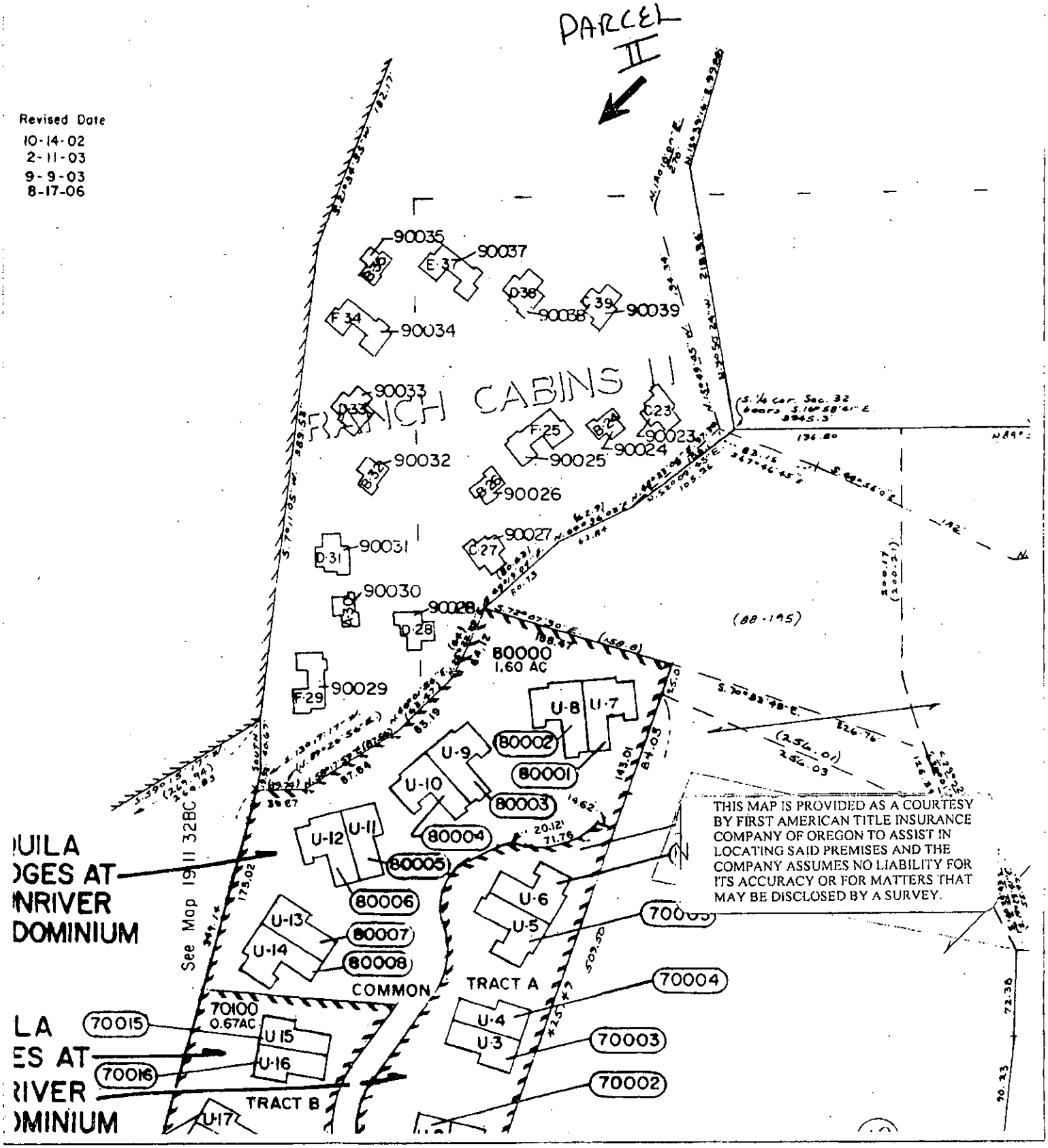
SE1/4 N

Revised Date
10-14-02
2-11-03
9-9-03
8-17-06




THIS MAP IS PROVIDED AS A COURTESY BY FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON TO ASSIST IN LOCATING SAID PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR ITS ACCURACY OR FOR MATTERS THAT MAY BE DISCLOSED BY A SURVEY.
LAKE
CASCADE
ROAD
COMMON
I-95
PARCEL I
PARCEL II
PARCEL III
FRANCH CABINS
FRANCH CABINS II
CIRCLE FOUR RANCH CONDO.
CIRCLE FOUR RANCH CONDO. PHASE II (C-214)
CIRCLE FOUR RANCH CONDO. PHASE III (C-217)
CIRCLE FOUR RANCH CONDO. PHASE IV
LIMITED COMMON
GENERAL COMMON
POOL
POOL EQUIP BLDG.
90000
90001
90002
90003
90004
90005
90006
90007
90008
90009
90010
90011
90012
90013
90014
90015
90016
90017
90018
90019
90020
90021
90022
90029
90036
60002
60003
60004
60005
60007
60008
60010
60024
60025
60026
60027
60028
60030
60031
70000 COMMON
70001
70002
70003
80000
80010
80104
80106
80108
80109
80110
80111
80112
80135 COMMON
80136
1300
1200
1100
900

SE1/4 N


PARCEL II
Revised Date
10-14-02
2-11-03
9-9-03
8-17-06
RANCH CABINS II
90035
90037
90038
90039
90034
90033
90032
90026
90031
90027
90030
90028
90029
80000
1.60 AC
80002
80001
80003
80004
80005
80006
80007
80008
COMMON
TRACT A
TRACT B
70100
0.67AC
70015
70016
70004
70003
70002
U-1
U-2
U-3
U-4
U-5
U-6
U-7
U-8
U-9
U-10
U-11
U-12
U-13
U-14
U-15
U-16
U-17
THIS MAP IS PROVIDED AS A COURTESY BY FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON TO ASSIST IN LOCATING SAID PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR ITS ACCURACY OR FOR MATTERS THAT MAY BE DISCLOSED BY A SURVEY.
See Map 19 11 32BC

CS04386

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RANCH CABINS PHASE I & II

SITUATED IN : SECTION 32 T 19 S R 11 E W.M.
DESCHUTES COUNTY, OREGON

FOR SUNRIVER PROPERTIES INC. SUNRIVER OREGON
I, RICHARD L. BRYANT REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS SITE PLAN AND THE FLOOR PLAN OF RANCH CABINS PHASE I & II ; THAT SUCH SITE PLAN AND FLOOR PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT OF THE UNITS AND FLOOR OF THE BUILDINGS COMPRISING RANCH CABINS PHASE I & II, AND CONSTRUCTION OF THESE BUILDINGS WAS COMPLETED ON THIS DATE.

DATED THIS 15 DAY OF Jan, 1973

R.P.L.S.

ALL TAXES, ASSESMENTS, FEES OR OTHER CHARGES HAVE BEEN PAYED AS OF 1-10-73

COUNTY SHERIFF

COUNTY ASSESSOR M. J. Jessick 1-8-73

● - BRASS CAP

⊙ - IRON ROD

UNIT	FINISH FLOOR ELEV.	GROUND ELEV.
B-1	4187.80	4184.9
F-2	4184.10	4183.2
A-3	4183.38	4181.4
D-4	4182.82	4181.8
C-5	4184.02	4183.0
A-6	4186.96	4185.0
E-7	4188.77	4187.7
D-8	4187.91	4188.0
C-9	4186.81	4187.0
D-10	4188.98	4188.0
C-11	4186.68	4184.0
C-12	4180.38	4179.2
C-13	4182.53	4181.3
C-14	4184.51	4183.5
B-15	4177.53	4176.5
B-16	4178.54	4177.5
C-17	4175.62	4174.2
B-18	4175.24	4173.2
B-19	4180.03	4179.0
C-20	4182.26	4181.2
E-21	4184.47	4183.5
D-22	4179.28	4178.3
C-23	4173.17	4172.2
B-24	4172.96	4171.4
F-25	4171.48	4170.5
B-26	4169.76	4168.7
C-27	4170.02	4169.0
D-28	4168.23	4167.2
F-29	4166.54	4165.5
A-30	4166.27	4165.8
D-31	4167.49	4166.5
B-32	4168.24	4167.2
D-33	4168.50	4167.5
F-34	4168.15	4167.7
B-35	4170.50	4169.5
F-36	4171.01	4171.0
E-37	4173.01	4171.0
D-38	4173.75	4172.8
C-39	4175.03	4174.3

MOUNTAIN VILLAGE WEST I

CASCADE ROAD WEST

BEARINGS BASED ON SUNRIVER GRID
BEARINGS OF RECORD ON
PLAT OF MOUNTAIN VILLAGE WEST I

FILED
DATE January 10, 1986
OF COUNTY SURVEYOR

SUNRIVER PROPERTIES INC.
SITE SURVEY
RANCH CABINS I & II
Mc CULLOUGH, BRYANT & ASSOC.
SUNRIVER, OREGON

DRAWN BY	DATE	SCALE	SHEET	BOOK
J.K.B.	11-1-73	1"=50'	2 of 2	

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JAN. 12, 1973
RICHARD L. BRYANT
920

C5040986

CS04387

RANCH CABINS PHASE III
ANNEXATION TO RANCH CABINS I & II
SECTION 32, T.19S., R.11E., W.M.;
DESCHUTES COUNTY, OREGON

FOR SUNRIVER PROPERTIES, INC.
SUNRIVER, OREGON

ACKNOWLEDGMENT

All taxes, assessments, fees, or other charges have been paid this ____ day of _____, 1976

_____ County Tax Collector

_____ County Assessor

CERTIFICATION

I, Richard L. Bryant, Registered Professional Land Surveyor, do hereby certify that I prepared this site plan for Ranch Cabins Phase III, to be annexed to Ranch Cabins Phase I & II; that said site plan fully and accurately depicts the location of the property comprising Ranch Cabins Phase III to be annexed to Ranch Cabins Phase I & II, as

Dated this 19th day of October 1976

Richard L. Bryant R.P.L.S.

O Iron Rod Set

MOUNTAIN VILLAGE WEST I

RANCH CABINS I & II

CASCADE ROAD WEST

RANCH CABINS PHASE III

BEARINGS BASED ON SUNRIVER GRID
SCALE 1"=50'

mc cullough, bryant & associates, inc.—sunriver, ore.

NARRATIVE: JANUARY 10, 1986

The purpose of this survey was to annex the area marked as RANCH CABINS PHASE III to the existing RANCH CABIN CONDOMINIUMS. Iron rods were set in 1976. Annexation did not take place. Sunriver Properties Oregon, Ltd. did not realize that they still had title to this parcel until Leonard Rydell, LS 1437, replaced one of Dick Bryant's iron rods in PHASE III for the Initial Point of CIRCLE FOUR RANCH CONDOMINIUMS, PHASE I. therefore Bend Title Co. would not accept his plat. I am submitting the uncompleted plat for filing to make the iron rods set of public record.

David K. Bateman
David K. Bateman, LS 1048

FILED
DATE January 9, 1986
DESCHUTES COUNTY SURVEYOR
BY Hala Rodgers

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RANCH CABINS - PLAT 1027

IF THIS DOCUMENT IS LESS

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Account: 136476 Map/TL: R 1-095 191132 BA 90000

WELLS FARGO BANK N A TRUSTEE
C/O RANCH CABIN ASSOC OF UNIT OWNERS
PO BOX 3548
SUNRIVER OR 97707

Site Address: 57500 WEST CASCADE RD SUNRIVER 97707

Assessor Property Description
Lot: Block:

Prop Cls:000 MA:1 VA:06 NH 028 Vol-Page:1991-2521829
Asmt Zone:RR10 CDD Zone:AS (AIRPORT SAFETY COMBINING ZONE)
" :SURM (MULTIPLE FAMILY RESIDENTIAL - SUNRIVER)

*** Land Values ***

Asmt type	Acres
RURAL LOT	6.92

*** Special Assessments

	Code	Amount	Acres
DEPT OF FORESTRY FIRE	1	18.00	6.92

***** Values shown below are as of the Assessment Date, January 1 of each year *****

***	--------2007--------		--------2006--------		---------2005-------	
	Total RMV	Taxable A.V.	Total RMV	Taxable A.V.	Total RMV	Taxabl A.V.

* * * T A X P A Y M E N T S * * *

For current balance due information on this account select the following button **(Please note that this link will provide current balance information, including interest & fees, EXCEPT FOR ACCOUNTS IN FORECLOSURE, please call the tax office @ 388-6540 for payoff information on foreclosure accounts)**

Get real-time tax summary for this property

This web site uses the FREE Adobe® Acrobat® Reader™ plug-in. If you do not have this plug-in, click the icon to get it. Get Acrobat Reader

2007 Balance Due	Adval Tax	Special Assessments
0.00	0.00	18.00 DEPT OF FORESTRY FIRE PATROL TIME
Trn Date Btch	Received	Int/Disc Jrnl Rcpt# Description
10-26-07 5077	-17.46	-0.54 573730

2006 Balance Due	Adval Tax	Special Assessments
0.00	0.00	18.00 DEPT OF FORESTRY FIRE PATROL TIME
Trn Date Btch	Received	Int/Disc Jrnl Rcpt# Description
11-06-06 0606	-17.46	-0.54 407710

2005 Balance Due	Adval Tax	Special Assessments
0.00	0.00	18.00 DEPT OF FORESTRY FIRE PATROL TIME
Trn Date Btch	Received	Int/Disc Jrnl Rcpt# Description
11-28-05 2805	-17.46	0.23 351368
05-19-06 9065	0.00	0.00 384867

2004 Balance Due	Adval Tax	Special Assessments
0.00	0.00	18.00 DEPT OF FORESTRY FIRE PATROL TIME
Trn Date Btch	Received	Int/Disc Jrnl Rcpt# Description
11-04-04 0404	-17.46	-0.54 152823

2003 Balance Due	Adval Tax	Special Assessments
0.00	0.00	18.00 DEPT OF FORESTRY FIRE PATROL TIME
Trn Date Btch	Received	Int/Disc Jrnl Rcpt# Description
03-04-04 0404	-18.40	0.40 109531

2002 Balance Due	Adval Tax	Special Assessments
0.00	0.00	18.00 DEPT OF FORESTRY FIRE PATROL TIME
Trn Date Btch	Received	Int/Disc Jrnl Rcpt# Description
12-10-02 7551	-18.08	0.08 L 90 1326179

2001 Balance Due	Adval Tax	Special Assessments

0.00	0.00	18.00 DEPT OF FORESTRY FIRE PATROL TIME
Trn Date Btch	Received	Int/Disc Jrnl Rcpt# Description
11-26-01 6818	-17.46	0.08 L 90 1215193
05-20-02 7181	-0.63	0.01 L 90 1244134
2000 Balance Due	Adval Tax	Special Assessments
0.00	0.00	15.00 DEPT OF FORESTRY FIRE PATROL TIME
Trn Date Btch	Received	Int/Disc Jrnl Rcpt# Description
12-15-00 6230	-33.00	0.07 L 90 1117552
02-02-01 6316	17.93	0.00 J 13 179-141 BOC Refund# 179-141
1999 Balance Due	Adval Tax	Special Assessments
0.00	0.00	18.00 DEPT OF FORESTRY FIRE PATROL TIME
Trn Date Btch	Received	Int/Disc Jrnl Rcpt# Description
04-21-00 5849	-18.56	0.56 L 90 1032478
1998 Balance Due	Adval Tax	Special Assessments
0.00	0.00	18.00 DEPT OF FORESTRY FIRE PATROL TIME
Trn Date Btch	Received	Int/Disc Jrnl Rcpt# Description
12-31-98 5201	-18.16	0.16 L 90 920681
1997 Balance Due	Adval Tax	Special Assessments
0.00	0.00	18.00 DEPT OF FORESTRY FIRE PATROL TIME
Trn Date Btch	Received	Int/Disc Jrnl Rcpt# Description
12-15-97 4581	-17.46	-0.54 C 90 808745
1996 Balance Due	Adval Tax	
0.00	18.00	
Trn Date Btch	Received	Int/Disc Jrnl Rcpt# Description
11-15-96 4096	-17.46	-0.54 C 90 710727