

**DECLARATION SUBMITTING
FOUNTAINS AT SUMMERFIELD CONDOMINIUM PHASE I TO THE
OREGON CONDOMINIUM ACT**

THIS DECLARATION is made and executed by Tualatin Development Company, a division of Hayden Corporation, A Delaware Corporation, hereinafter called "Declarant."

Declarant desires to create a condominium to be known as Fountains at Summerfield Condominium Phase 1, which will be located in the City of Tigard, Washington County, Oregon. The purpose of this declaration is to submit the project to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

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

1. Definitions. When used herein the following terms shall have the following meanings:

- 1.1 "Act" means the Oregon Condominium Act.
- 1.2 "Association" means the Association of Unit Owners of Fountains at Summerfield Condominium.
- 1.3 "Board of Directors" means the directors selected pursuant to the provisions of this declaration and the bylaws to govern the affairs of the Association
- 1.4 "Bylaws" means the bylaws of the Association adopted as provided herein, as the same may be amended from time to time.
- 1.5 "Declarant" means Tualatin Development Company.
- 1.6 "Plat" means the plat of Fountains at Summerfield condominium, recorded simultaneously with the recording of this declaration.
- 1.7 "Incorporation by Reference" Except as otherwise provided in this declaration, each of the terms used herein shall have the meaning set forth in ORS 94.004, a part of the Act.

2. Property Submitted. The land submitted hereunder is held by Declarant in fee simple estate. It is located in the City of Tigard, Washington County, Oregon, and is more particularly described in Exhibit A attached hereto. The property submitted hereunder includes the land so described, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

3. NAME. The name by which the property submitted hereunder shall be known as "Fountains at Summerfield Condominium."

4. GENERAL DESCRIPTION OF BUILDINGS. Phase 1 consists of one building, designated Building 1. Building 1 contains eight units. The building is two stories, of wood frame construction, with brick veneer and wood siding, concrete foundation and ongrade slab floor, and composition roof.

5. UNITS.

5.2 General Description of Units. Phase 1 consists of 8 units, designated Unit 1 through 8, Units 1, 2, 5 and 6 are located in the first story of Building 1. Units 3, 4, 7 and 8 are located in the second story of Building 1. Units 1, 3, 6 and 8 each contain an entry, kitchen, dining room, living room, den, bedroom, and two bathrooms, and enclose approximately 950 square feet. Units 2 and 4 each contain an entry, kitchen, dining room, living room, two bedrooms, and two bathrooms, and enclose approximately 1,061 square feet. Units 5 and 7 each contain an entry, kitchen, dining room, living room, two bedrooms and two bathrooms, and enclose approximately 1,140 square feet.

The dimensions, designation, and location of each unit are shown in the plat filed simultaneously herewith and made a part of this declaration as if fully set forth herein.

5.2. Boundaries of Units. Each unit shall be bounded by the interior unfinished surfaces of its perimeter and bearing walls, floors, and ceilings. All laths, wallboard, plaster board, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof shall be a part of the unit and all other portions of said walls, floors or ceilings shall be part of the common elements. The unit shall include windows, window frames, exterior and interior doors, door frames, air space, non-bearing interior partitions, and all other appliances, fixtures and improvements contained therein. In addition, each unit shall include the outlet of any utility service lines, including but not limited to water, sewerage, gas, electricity, and ventilating ducts within the unit, but shall not include any part of such lines or ducts themselves.

5.3 Use of Units. The units shall be occupied and used by the respective owner, family, tenant and social guests and for no other purposes. The owners of the respective units shall have the right to lease the same, provided that such lease is made subject to the covenants and restrictions contained in this declaration and is further subject to the bylaws, rules and regulations of the Association.

6. COMMON ELEMENTS

6.1 General Common Elements. The general common elements consist of the following, to the extent they exist on the property, and except as portions thereof are expressly designated in this declaration as part of a unit or limited common elements.

(a) The land, pathways driveways, fences, ground, undesignated parking spaces, recreational facilities and outside storage spaces.

(b) The foundations, columns, girders, beams, supports, bearing walls, perimeter walls, main walls, roofs, halls, corridors, lobbies, stairs, fire escapes, entrances and exits of the building(s);

(c) Installations of central services, such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, waste disposal and incinerators, up to the outlets within any units;

(d) The tanks, pumps, motors, fans, compressors, ducts and in general, all apparatus and installations existing for common use; and

(e) All other elements of any building necessary or convenient to its existence, maintenance and safety, or normally in common use.

6.2 Limited Common Elements. The following constitute limited common elements, the use of which shall be restricted to the unit(s) to which they pertain:

(a) Each unit is assigned the patio and/or deck which adjoin(s) the unit as shown on the Plat.

(b) Each unit is assigned the enclosed garage space which bears the number of the unit as shown on the Plat, except that garage spaces numbered 9 and 10 shall initially pertain to Unit 6. Upon the filing of the supplemental declaration for Phase 2, garage spaces numbered 9 and 10 shall automatically transfer and be assigned to the unit whose number they bear as shown on the plat filed simultaneously with the supplemental declaration.

(c) Units 1, 2, 3 and 4 are jointly assigned the enclosed entry connecting the front doors of those units; Units 5, 6, 7, and 8 are jointly assigned the enclosed entry connecting the front doors of those units. The enclosed entries include the landing and stairs, but not the covered porch, as shown on the Plat.

6.3 Undivided Interest in Common Elements. Each unit is allocated an equal undivided fractional interest in the common elements as shown on Exhibit B. The allocation reflects each unit's equal right to use and enjoy the general common elements. Each unit's undivided interest shall be deemed to be conveyed or encumbered with conveyance of said unit, even though the description in the instrument of conveyance or encumbrance may refer only to title in the unit.

6.4 Use of Common Elements. No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with this declaration, the bylaws or such rules and regulations pertaining thereto which from time to time may be promulgated by the Board of Directors.

6.5 Maintenance, Repair, and Replacement. Except to the extent it is imposed on the unit owners by this declaration or the bylaws, the necessary work to maintain, repair or replace the common elements shall be in the responsibility of the Board of Directors of the Association and shall be carried out as provided in the bylaws. Nothing herein, however, shall be construed so as to preclude the Board of Directors from delegating such duties to individuals or entities.

7. COMMON PROFITS AND COMMON EXPENSES.

The common profits shall be allocated among the unit owners according to the allocation of undivided interest of each unit in the common elements; provided, however, that no such profits shall be distributed among the unit owners and shall be used solely for purposes of maintaining, repairing, and replacing the common elements of other expenses of the Association. The common expenses shall be assessed to the unit owners according to the allocation of undivided interest of each unit in the common elements; provided, however, that unit owners may be assessed additional amounts individually for common expenses incurred through such unit owner's fault or direction or as otherwise provided in the bylaws.

8. Plan of Development. Declarant may annex additional property in the future to this condominium by adding additional phases.

A. Maximum Number of Phases. Declarant hereby submits Phase 1 to the condominium form of ownership. Declarant reserves the right to add up to 17 additional phases to the condominium (for a total of 18 phases) and to annex such additional phases by filing supplemental declarations pursuant to the Act. No additional phase shall be added and annexed after ten years following the recording of this declaration submitting Phase 1. Declarant may add less than 17 additional phases and may change the order in which the various phases are annexed.

B. Maximum Number of Units. Phase 1 contains 8 units. Declarant reserves the right to develop up to 102 additional units in subsequent phases, for a total of 110 units in the condominium. Declarant may develop less than 102 additional units.

C. Future Units. Declarant reserves the right to modify the floor plan, the architectural style, the size, and the materials used in future units, but will not lower the overall standard of quality.

D. Right to Presell. Declarant may presell condominium units prior to construction and may require that up to 100 percent of the units of each phase be sold prior to electing to proceed with the construction of the units in that phase.

E. Additional Common Elements. Declarant does not propose to include additional common elements in subsequent phases which may increase the proportionate amount of the common expenses payable by owners of units in Phase I.

F. fractional Interest in Common Elements. Each unit is allocated an equal undivided fractional ownership interest in the common elements. Each unit's equal undivided interest shall be deemed to be conveyed or encumbered with conveyance or encumbrance of said unit, even though the description in the instrument of conveyance of conveyance or encumbrance may refer only to title in the unit.

The method used to establish the allocation of undivided interest in the common elements of each unit at each phase of the development reflects each unit's equal right of use and enjoyment in the general common elements.

The fractional interest in the common elements of units in Phase I will change if additional phases are annexed to the condominium. At each phase, the numerator of the fraction will be one (1), and the denominator will be the total number of declared units. If Declarant elects to develop a total of 110 units, each unit in Phase I will have an undivided 1/110th fractional interest in the common elements.

G. Declaration of Future Phases to Summerfield. Declarant intends to declare each subsequent phase to be subject to the recorded Conditions and Restrictions pertaining to Summerfield and the recorded Bylaws of Summerfield Civic Association, in the same manner that Phase 1 is so declared in Section 18.

9. SERVICE OF PROCESS. The name of the person to receive service of process in cases provided in subsection (1) of ORS 94.280 is Robert C. Luton, and his place of business within the State of Oregon is 15300 S.W. 116th Avenue, Tigard, Oregon 97223.

10. EASEMENTS AND ENCROACHMENTS.

10.1 Right of Access. The Association, through its Board of Directors, shall have the right to have access to each unit as may be necessary for the maintenance, repair or replacement of the common elements, or to make emergency repairs therein necessary for the public safety or to prevent damage to the common elements or to another unit. In

case of an emergency originating in or threatening his unit, or other portion of the condominium, each unit owner hereby grants the right of entry to any person authorized by the Board of Directors or the Association, whether or not the owner is present at the time. Each unit owner shall, upon request, leave a key to his unit with the Board of Directors to be used in such emergencies.

10.2 Encroachments. Each unit and all common elements shall have an easement over all adjoining units and common elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and except as otherwise provided in the Act the rights and obligations of owners shall not be altered in any way by the encroachment, nor shall the encroachments be construed to be encumbrances affecting the marketability of title to any unit.

10.3 Granting of Interest Affecting Common Elements. The Association shall have the authority to grant easements, rights of way, licenses or other similar interests affecting the general common elements. The granting of any such interest shall first be approved by at least seventy-five percent (75%) of all votes of the unit owners as required by ORS 94.146(6). The instrument granting any such interest shall first be executed by the Chairman and the Secretary of the Association and acknowledged in the manner provided for acknowledgment of such instruments by such officers and shall state that such grant was approved by at least seventy-five percent (75%) of all votes of the unit owners.

11. VOTING RIGHTS. The owners or co-owners of each unit shall be entitled to one vote per unit.

12. ASSOCIATION OF UNIT OWNERS

12.1 Organization; Adoption of Bylaws. Upon the execution and recording of this declaration, the Association shall be organized to serve as a means through which the unit owners may take action with regard to the administration, management, and operation of the condominium. Declarant shall simultaneously adopt and record bylaws for the Association.

12.2 Membership; Board of Directors. Each unit owner shall be a member of the Association, and membership therein shall be limited to unit owners only. The affairs of the association shall be governed by a Board of Directors as provided in the bylaws.

12.3 Power and Duties of the association. The association shall have such powers and duties as may be granted to it by the Oregon Condominium act, together with such additional powers and duties contained in this declaration and the bylaws.

12.4 Declarant Control of Association; Interim Board of Directors. Declarant will appoint an interim Board of Directors for the Association. Declarant hereby reserves the right to control the Association until the earlier of a) the date of conveyance to persons other than Declarant of seventy-five percent (75%) of the units in the last phase which Declarant may submit to this project, or b) seven year from the date the first unit is conveyed. Accordingly, upon the recording of the declaration and bylaws, the interim directors shall serve until the turnover meeting is held as provided in the bylaws.

12.5 Management Agreements, Contracts, and Leases. The Board of Directors, including the interim Board of Directors, shall have the right to contract with a professional manager or management firm to manage the affairs of the Association. However, if entered into prior to the turnover meeting of the condominium, no management agreement, service contract or employment contract which is directly made by or on behalf of the Association, the Board of Directors, or the unit owners as a group shall be in excess of three years and may be terminated without penalty by the Association or the Board of Directors upon not less than thirty (30) days written notice to the other party given not later than sixty (60) days after the turnover meeting.

13. MORTGAGEES.

13.1 Definitions. As used herein, the following terms shall have the following meanings:

(a) "Mortgage" means a recorded mortgage or trust deed creating alien against a unit.

(b) "Eligible mortgage holder" means a holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 13.3 below.

13.2 Notice to Association. At the request of the Board of Directors, each owner shall promptly supply to the Board the name and address of the mortgagee or mortgagees of his unit.

13.3 Notice to a Holder, Insurer, or Guarantor of a Mortgage. A holder, insurer, or guarantor of a mortgage on a unit, who submits a written request to the Association stating the name and address of the holder, insurer, or guarantor and the unit number or address of the mortgaged unit shall be entitled to timely written notice of the following:

(a) Any condemnation or casualty loss that affects either a material portion of the condominium or the unit securing its mortgage:

(b) Any sixty-day (60-day) delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

13.4 Consent to Termination of the Condominium. Except with respect to termination of the condominium as a result of destruction, damage, or condemnation, any termination of the condominium shall require the approval of eligible mortgage holders representing at least sixty-seven (67%) of the votes of units that are subject to mortgages held by eligible mortgage holders. This approval shall be in addition to such other approvals and procedures as may be required by the declaration, bylaws, and Act.

13.5 Consent to Amendment of Documents. Except as otherwise provided in the Act, the approval of eligible mortgage holders representing at least fifty-one (51%) of the votes of units that are subject to mortgages held by eligible mortgage holders shall be required for any amendments of a material nature to the declaration or bylaws. Any amendment to the declaration or bylaws which changes any of the following would be considered as material:

(a) Voting rights:

- (b) Assessments, assessment liens, or subordination of assessment liens;
- (c) Reserves for maintenance, repair and replacement of the common elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the general or limited common elements, or rights to their use;
- (f) Boundaries of any unit;
- (g) Convertibility of units into common elements or of common elements into units;
- (h) Expansion or contraction of the condominium or the addition, annexation, or withdrawal of property to or from the condominium, except as provided in Section 8;
- (i) Insurance of fidelity bonds;
- (j) Leasing of units;
- (k) Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit:
- (l) A decision by the Association to establish self-management when professional management had been required previously by eligible mortgage holders;
- (m) Restoration or repair of the condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the declaration, bylaws, or Act;
- (n) Any action to terminate the legal status of the condominium after substantial destruction or condemnation occur; or
- (o) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

This approval shall be in addition to such other approvals and procedures as may be required by the declaration, bylaws, and Act.

13.6 Request for Approval of Eligible Mortgage Holders. Any eligible mortgage holder or other mortgagee who receives a written request to approve additions or amendments to the declaration, bylaws, or other action to be taken by the Board of Directors, Association, or unit owners, shall be deemed to have given such approval unless a negative response is delivered or posted to the requesting party within thirty (30) days after such request has been received.

13.7 Mortgagee's Request for Professional management. Upon written request of eligible mortgage holders representing at least fifty-one percent (51%) of the votes of units that are subject to mortgages held by eligible mortgage holders, the Board of Directors shall employ a professional manager to manage the affairs of the Association. Any agreement for professional management shall be consistent with Section 12.5.

13.8 Discharge of Lien Upon Foreclosure. Where the purchaser of a unit obtains title to a unit as a result of foreclosure of the first mortgage or first trust deed, such purchaser, his successors and assigns, shall not be liable for any of the common expenses chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser. Such unpaid share of common

expenses shall be a common expense of all the unit owners including such purchaser, his successors and assigns. Provisions of this section shall apply only to mortgagees of a first mortgage of record or beneficiaries of a first trust deed of record constituting first liens against the unit or purchasers holding under them.

13.9 Right to Receive Written Notice of Meetings. A holder of a first mortgage shall, upon written request to the Association, be entitled to receive notice of all meetings of the Association and shall be entitled to designate a representative to attend all such meetings.

13.10 Additional Approvals. Unless fifty-one percent (51%) of the holders of first mortgages of individual units have given their prior written approval, the Association shall not:

(a) Change the pro rata interest or obligations of any unit for (1) purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, and (2) determining the pro rata share of ownership of each unit in the common elements;

(b) Partition or subdivide any unit;

(c) By act or omission, seek to abandon or terminate the condominium status of the project except as provided by statutes in case of substantial loss to the units and common elements of the condominium project;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;

(e) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

14. AMENDMENT.

14.1 Approval Required. Except as may otherwise be provided in this declaration or by the Act, the declaration may be amended if such amendment is approved by seventy-five percent (75%) or more of all votes of the unit owners. No amendment may change the allocation of undivided interest in the common elements, method of determined liability for common expenses, right to common profits, or voting rights of any unit unless such amendment has been approved by the owners of the affected units and the holders of any mortgage or trust deed on such unit. No amendment may reduce or eliminate the rights first mortgagees set forth herein without the written consent of fifty-one percent (51%) of all such first mortgagees.

14.2 Recordation. The amendment shall be effective upon recordation of the declaration as amended or of the amendment thereto, certified by the chairman and secretary of the Association as being adopted in accordance with the declaration and the provisions of ORS 94.004 to 94.480 and 94.991, and approved by the Real Estate Commissioner, in the Deed Records of Washington County.

14.3 change of Person to Receive Service of Process. The Board of Directors of the Association may elect to designate a person other than the one named in the declaration to receive service of process. Upon adoption of a resolution by the Board of Directors in accordance with the bylaws, the Board of Directors, without the need for further action but the Association or approval under ORS 97.036 and 94.059, shall record an amendment to the declaration. The amendment shall be certified by the chairman and the secretary of the Association, and shall state the name of the successor with the successor's residence or place of business as required by ORS 943029(l)(j), that the person named in the amendment has consented to the designation and that the resolution was duly adopted by the Association.

15. DECLARANT RIGHTS.

Notwithstanding any provision to the contrary in this declaration or the bylaws, Declarant shall have the following special rights:

15.1 Amendment to Declaration and Bylaws. No amendment to the declaration or the bylaws shall be effective without the written consent of Declarant until such time as seventy-five (75%) of the units in the last phase which Declarant may submit in this project have been conveyed to persons other than Declarant. No amendment may limit or diminish any right of Declarant reserved under the declaration, the Act, or any other special Declarant right without the written consent of Declarant until such time as Declarant waives in writing this right of consent.

15.2 Assessments for Additional Capital Improvements. No units owned by Declarant shall be assessed by the Association or the Board of Directors for the construction or acquisition of additional capital improvements without the written consent of Declarant as long as Declarant owns more than two units or five percent of the units submitted to the condominium, whichever is greater, or the time period specified in the declaration during which Declarant may annex additional phases has not expired.

15.3 Development Easement. Declarant and its agents shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of completing any portion of the condominium, discharging any obligation of Declarant, and/or carrying out sales and rentals of units and advertisements thereof, including posting signs on the property. Declarant shall have the right to use units owned by Declarant as model units and shall have the right to use a unit as a sales office.

15.4 Other. Declarant shall be entitled to any and all other special Declarant rights, in addition to those specified herein, that are reserved for the benefit of or created by the Declarant under the declaration, bylaws, or the provisions of the Act.

16. SEVERABILITY.

Should any of the provisions herein conflict with the provisions of said law, the statutory provisions shall apply. Each provision of this declaration and the bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this declaration or the bylaws.

17. **CONFLICTING PROVISIONS**

In the event of a conflict between or among the declaration, bylaws, and any administrative rules and regulations, the provisions of the declaration shall be paramount to the bylaws and the rules and regulations, and the bylaws shall be paramount to the rules and regulations. For purposes of this section, the term "declaration" shall include all amendments and the term "declaration" shall include all amendments and the term "bylaws" shall include all amendments.

18. **DECLARATION OF PHASE I TO SUMMERFIELD.**

Declarant, the successor in interest to TUALATIN-FRANKLIN, hereby declares that the real property described in the Declaration and the Plat of Phase 1 are and shall be subject to the conditions and Restrictions of Summerfield, recorded June 12, 1974, in Book 929, Page 726, or Washington County Records; the Restated Declaration of Conditions and Restrictions of Tualatin-Franklin, recorded November 30, 1973, in Book 954, Page 758, Washington County Records; the Bylaws of Summerfield Civic Association, recorded May 22, 1975, in Book 1024, Page 750, of Washington County Records.

IN WITNESS WHEREOF, Declarant has caused this declaration to be executed this 18th day of July, 1985.

TUALATIN DEVELOPMENT COMPANY,
a division of Hayden Corporation,
a Delaware corporation

By [Signature]
President

By [Signature]
Secretary

STATE OF OREGON)
County of Washington) ss.
)

Personally appeared Robert C. Luton and Barbara L. Harrison wno, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of Tualatin Dev. Co. a corporation, and that said instrument was signed 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.



[Signature]
Notary Public for Oregon
My Commission expires: 8/25/88

EXHIBIT A

Real property located in the S.E. 1/4 of Section 10, T.2 S., R.1 W., W.M., Washington County, Oregon, described as follows:

"Beginning at the initial point marked with a 2"x36" iron with cap stamped Cooper Consultants 6" below the surface of the ground located 655.70 feet west and 150.02 south from a 2" iron pipe at the initial point of "Summerfield No. 14," thence, from said initial point, S.0°05'54" E., 246.90 feet; thence S. 50°37'37" E., 86.22 feet to the northwesterly right-of-way of Summerfield Drive; thence northeasterly along said northwesterly right-of-way on the arc of a 610.00 foot radius curve to the right having a central angle of 11° 26'54", the chord of which bears N 45° 05'06" E., 121.68 feet, an arc length of 121.88 feet; thence N. 39° 10'44" W., 92.77 feet; thence N. 0° 05'54" W., 110.00 feet; thence n. 89°54'06" E., 4.05 feet; thence N. 44° 54'06" E., 33.94 feet; thence N. 89° 54'06" E., 48.90 feet; thence southeasterly on the arc of a 307.76 foot radius curve to the left having a central angle of 28° 42'23", the chord of which bears S. 15° 12'50" E., 152.9 feet, an arc length of 154.19 feet; thence southwesterly on the arc of a 15.00 foot radius curve to the right having a central angle of 86° 34'59", the chord of which bears S. 13° 43'29" W., 20.57 feet, an arc length of 22.67 feet to the northwesterly right-of-way of S.W. Summerfield Drive; thence northeasterly along said northwesterly right-of-way on the arc of 610.00 foot radius curve to the right having a central angle of 7° 20'20", the chord of which bears N. 60° 41'08" E., 78.08 feet, an arc length of 78.13 feet; thence northwesterly on the arc of a 15.00 foot radius curve to the right having a central angle of 85° 59'41", the chord of which bears N. 72° 38'52" W. 20.46 feet, an arc length of 22.51 feet; thence northwesterly on the arc of a 257.76 foot radius curve to the right having a central angle of 29° 39'01", the chord of which bears N. 14° 49' 31"W., 131.91 feet, an arc length of 133.39 feet; thence north, 82.40 feet; thence on the arc of 36.00 foot radius curve to the left having a central angle of 272° 02'03", the chord of which bears west, 50.00 feet, an arc length of 170.92 feet; thence south, 20.48 feet; thence S 89° 54'06" W. 171.44 feet; thence S. 0° 06'14" E., 56.60 feet to the point of beginning."

Together with and subject to the following:

1. The premises herein described are within and subject to the statutory powers, including the power of assessment, to the Unified Sewerage Agency of Washington County.
2. Limited access provisions contained in deed, which provides that no right or easement of right of access to, from, or across Southwest Summerfield Drive other than expressly provided for therein shall attaché to abutting property;
Recorded: November 28, 1973, in Book 954, Page 340, Records of Washington County
3. Covenants, conditions, restrictions, and easements imposed by instrument, including the terms and provisions thereof, providing for, among other things, levies, assessments, and age restrictions;
Recorded: June 12, 1973, in Book 929, Page 726, Records of Washington

County.

4. Restated Declaration of Conditions and Restrictions of Tualatin-Franklin;
Recorded: November 30, 1973, in Book 954, Page 758, Records of
Washington County.
5. Bylaws, including the terms and provisions thereof, of Summerfield Civic
Association;
Recorded: May 22, 1975, in Book 1024, Page 750, Records of Washington
County.
6. Articles of Incorporation of Summerfield Civic Association.
7. Amendments to the foregoing Covenants, Conditions, Restrictions, Restated
Declaration, Bylaws, and Articles of Incorporation.
8. Restated Declaration of Conditions and Restrictions of Tualatin-Franklin;
Recorded: November 30, 1973, in Book 954, Page 758, Records of
Washington County.
9. Bylaws, including the terms and provisions thereof, of Summerfield Civic
Association;
Recorded: May 22, 1975, in Book 1024, Page 750, Records of Washington
County.
10. Articles of Incorporation of Summerfield Civic Association.
11. Amendments to the foregoing Covenants, Conditions, Restrictions, Restated
Declaration, Bylaws, and Articles of Incorporation

EXHIBIT B

FRACTIONAL INTEREST IN COMMON ELEMENTS

OF PHASE 1

Unit 1	1/8
Unit 2	1/8
Unit 3	1/8
Unit 4	1/8
Unit 5	1/8
Unit 6	1/8
Unit 7	1/8
Unit 8	1/8

The foregoing declaration is approved this 20th day of SEPT, 1985.

BY Dan Malen
Assessor and Tax Collector for
Washington County

The foregoing declaration and bylaws attached hereto are approved this 12th
day of September, 1985.



MORELLA LARSEN, Real Estate
Commissioner

By Stewart F. Mayhew