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**2016 RESTATED DECLARATION OF
CONDITIONS AND RESTRICTIONS
OF
TUALATIN DEVELOPMENT CO., INC.
(SUMMERPLACE PLANNED COMMUNITY)**

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(SUMMERPLACE PLANNED COMMUNITY)

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**2016 RESTATED DECLARATION OF
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OF
TUALATIN DEVELOPMENT CO., INC.
(SUMMERPLACE PLANNED COMMUNITY)**

This 2016 Restated Declaration of Conditions and Restrictions of Tualatin Development Co., Inc. ("2016 Restated Declaration") is made this 10th day of August, 2016 by Summerplace Homeowners Association, an Oregon nonprofit corporation, (the "Association") pursuant to ORS 94.590(6).

RECITALS

Summerplace is a planned community originally established pursuant to that certain Declaration of Conditions and Restrictions of Tualatin Development Co., Inc. recorded on March 13, 1979, in Book 1336, Page 1987 et seq., in the Records of Multnomah County, State of Oregon, as the same was amended and supplemented from time to time thereafter, including the real property described on Exhibit A hereto attached (the "Declaration"). The Summerplace Homeowners Association is a nonprofit corporation governed by the Articles of Incorporation filed with the Oregon Secretary of State on February 6, 1979 under the Association's original name of the Summerplace Civic Association, and by the Bylaws of Summerplace Homeowners Association originally adopted and recorded in the Records of Multnomah County, State of Oregon on March 13, 1979 in Book 1336, Pages 2001 et seq., as amended from time to time thereafter (the "Bylaws").

Pursuant to the procedures authorized by applicable law, the Declaration is hereby amended, restated and replaced in its entirety to read as set forth in this instrument. For continuity and historical reference, this document retains certain provisions that may no longer be applicable to the present administration of Summerplace, including, for example, references to Tualatin Development Co., Inc., a Delaware corporation, as the "Declarant".

PREAMBLE

Declarant hereby certifies and declares it has established and does hereby establish the following general plan, including, but not limited to, the Conditions and Restrictions herein defined, for the improvement, protection, and benefit of property in Summerplace, a subdivision the plat of which is recorded in the Office of Director of Records and Election for Multnomah County, Oregon, and all other plats which in the future shall be recorded by Declarant, or its successor in interest, and to which these declared conditions and restrictions shall be made applicable by declaration of the owner or owners or dedicator of any such plat, which plats, individually and collectively, are referred to herein as "Summerplace"; and does hereby establish the following conditions, restrictions, and covenants subject to which each and all residential lots, single family dwellings, apartments, townhouses, condominium units, and residential units of every kind and to any other buildings of any nature or purpose in Summerplace, all of which are herein referred to as "units", shall be held, used, occupied, leased, sold, or conveyed; each and all of which shall run with the land and shall inure to the benefit of, be imposed upon, and

pass to the successor in interest of each and all said units as a servitude in favor of and enforceable by the owner or owners of any other of such units.

1.0 CONDITIONS, RESTRICTIONS, COVENANTS

- 1.1. **Land Use.** The general plan for location of units, recreational, and other buildings for public or common use, commercial areas, and recreation areas, offices, and easements shall be as specified in the several Summerplace recorded plats.

Only single family dwellings with attached garages, townhouse-type residential units, duplex-type residential units, condominiums and related units, multi-family apartment buildings and amenities related to any thereof, shall be constructed or maintained in areas designated for residential purposes only; provided, exceptions or variances may be allowed if first approved in writing as provided in Section 1.11.

Provided, however, as long as Declarant or its successor in interest shall own property in Summerplace, it shall be entitled to maintain a sales office and such model homes and apartments as it, in its sole discretion, shall determine to be necessary or helpful to the sale of units in the development.

- 1.2. **Alterations and Additions, Temporary Structures, etc.** No exterior alteration or addition shall be made to any premises without the prior written approval of the Declarant or the Association as provided in Section 1.11. No structure of temporary character shall be erected or maintained on any lot other than during the period required for building construction or emergency, nor shall any such structure or basement, garage, or trailer be used at any time for living quarters.

No passenger vehicle, truck, camper, motor home, trailer, or boat shall be parked on any lot or street other than temporarily (in no case in excess of 24 hours) and solely for the purpose of loading or unloading or a service call except within the garage structure at residence premises. If any passenger vehicle, truck, camper, trailer, boat, or other vehicle is stored or parked in any area designated for that purpose either on the Summerplace premises or elsewhere, such storage or parking shall be solely at the risk of the owner, and neither Declarant nor any other person, firm, or corporation shall have any responsibility therefore, whether or not any fee or charge is made, or paid for the privilege of such storage or parking.

- 1.3. **Fences, Hedges, and Walls.** On all lots no fence, hedge, structure, or wall (other than retaining wall) shall be constructed or exist between the setback line and the property line without the prior written approval of the Declarant or as provided in Section 1.11. No planting or structure obstructing vision at roadway intersections or driveways shall be permissible or maintained. No structure shall encroach upon the required front yard setback, which shall be 19 feet from the nearest edge of the abutting curb. In addition, side yards abutting a dedicated public street shall be no less than 8 feet wide within which no structure shall be built.

- 1.4. **Animals.** Other than a maximum of two (2) household pets, excluding those in cages or tanks, no farm animals or fowl shall be kept or allowed to be kept on any lot or residential premises. Household pets may not be kept, bred, or maintained for a commercial purpose. Dogs shall be controlled as provided by ordinance of the County of Multnomah. Cats and other pets shall be confined to the dwelling or rear portion of the lot and not be permitted to run free or otherwise to be or become a nuisance or source of annoyance to other residents.
- 1.5. **Signs.** No sign shall be erected or displayed upon any unit or building without prior written permission as provided in Section 1.11; provided, such permission shall not be required for one sign no larger than 6 inches by 24 inches displaying the name and/or address of the occupant; or for one temporary sign no larger than 18 inches by 24 inches advertising the property for sale or rent; or for temporary community decorations, but such signs must be removed upon the sale, rental of the unit, or conclusion of the community project.
- 1.6. **Use of Property.** No dwelling is to be used for the conduct of business or for any commercial purpose unless prior written approval is obtained as provided in Section 1.11. No oil or gas well, mine or quarry, or equipment therefor and no appliance or structure for business purposes shall be located or operated on any of said property designated as residential premises.

Installation of flag poles, radio antennae, exterior mounted television antennae, exterior machinery for cooling and/or heating, and structures detached from the dwelling unit are prohibited on units or buildings unless prior written approval is obtained as provided in Section 1.11. Drying lines or apparatus shall be screened from exterior view. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of; and nothing shall be done which may constitute a nuisance or aesthetic burden to the neighborhood or other occupants.

- 1.7. **Landscape and Maintenance.** Landscaping of yards shall be completed within a reasonable time, but in any event, within eight (8) months after building completion and shall conform to the general pattern of others in the community as established in the sole discretion of Declarant. All yards and growth thereof shall be maintained, cultivated and kept free from insects, weeds and diseases. The owner of each lot shall be responsible for the maintenance, repair and replacement of any portion of any perimeter retaining wall, brick wall or wood fence located on such lot, doing so in accordance with standards and materials specified from time to time by the Association's Board of Directors, or any committee appointed by the Board for such purpose.
- 1.8. **Slope and Drainage Easements.** The owner and occupant of a residential building site will permit access by the owner or occupant of an adjoining or adjacent site to slopes or drainage ways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining or

adjacent site. Each owner will not block, hinder, or interfere with the established drainage pattern over his land from adjoining or adjacent land.

- 1.9. **Occupancy of Residential Units.** No residential unit in Summerplace shall be occupied by any person who is not a qualified occupant of a residential unit in Summerplace.

To be a qualified owner-occupant, the person must be at least fifty-five (55) years of age or the spouse or domestic partner of a person at least fifty-five (55) years of age and must have been approved for membership (pursuant to an application submitted to the Board of Directors or its authorized representative) as a Proprietary Member or Associate Member of Summerplace Homeowners Association in accordance with its Bylaws and rules and regulations; provided, that this restriction shall not prohibit temporary and social visitation of the occupants of a residential unit by persons not so qualified to be occupants; provided, further, that this provision shall not prohibit such occupancy by a child of more than eighteen (18) years of age of a qualified occupant who is residing with the qualified occupant; provided, further, that variances from the restrictions on occupancy defined herein may be granted on such terms and conditions as the granting authority may deem appropriate, as provided in Section 1.11 herein.

- 1.10. **Roofs, Exterior Paint Color, and Trees.** No roof shall be replaced without prior written approval as provided in section 1.11. No structure shall be repainted without prior written approval as provided in Section 1.11. No existing tree shall be removed or damaged within Summerplace and no exterior alteration or addition (whether joined to or detached from any unit or other building) shall be made to any residential unit in Summerplace unless prior written consent as provided in section 1.11 shall have been obtained. No planting which obstructs the view of other residents shall be permitted, except plantings within yards used reasonably for the screening of private areas.

- 1.11. **Grant of Waivers or Consents.** Jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents contemplated by the foregoing sections 1.1 through 1.10, inclusive, shall be exclusively in the Declarant or its successor as developer, during such period as Declarant or its successor, shall own any real property in Summerplace.

Thereafter, the jurisdiction and authority shall be exclusively in the Summerplace Homeowners Association, acting through its Board of Directors; excepting that, with respect to the premises in any townhouse or condominium project over which the Declarant, or its successor, shall have vested jurisdiction in a service association, the service association acting through its Board of Directors, shall then have the exclusive jurisdiction and authority. The Declarant or its successor as developer may delegate from time to time the jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents to the Board of Directors of Summerplace Homeowners Association.

2.0 SUMMERPLACE HOMEOWNERS ASSOCIATION. Summerplace Homeowners Association has been duly formed and incorporated as an Oregon non-profit corporation.

2.1. **Membership.** Until changed by amendment of its Articles of Incorporation and its Bylaws, memberships in the Association are:

2.1.1. **Proprietary Members.** Each owner of a residential unit in Summerplace shall be a Proprietary Member, subject to the Bylaws; provided that the purchaser(s) in a contract for the purchase and sale of a residential unit shall be deemed the owner of such residential unit for these purposes.

Each Proprietary Member shall be entitled to one vote per residential unit owned by such member: provided that if two (2) or more Proprietary Members shall own any residential unit by any form of co-tenancy, such ownership is entitled to one vote, and the co-owners shall designate in writing filed with the Secretary of the Association one of their number who shall exercise the voting rights for such residential unit.

The rights and privileges of a Proprietary Membership shall terminate when the holder of any such Proprietary Membership shall cease to qualify as an owner, and his certificate of membership shall thereafter be void.

Proprietary Members shall not occupy a residential unit in Summerplace nor qualify as a resident in Summerplace unless said Proprietary Member is a qualified occupant of a residential unit as provided in Section 1.9 of the Declaration of Conditions and Restrictions.

2.1.2. **Associate Members.** Each lessee, renter, or other occupant of a residential unit in Summerplace not eligible for Proprietary Membership, but who satisfied the conditions of these Bylaws and of the Conditions and Restrictions applicable to Summerplace respecting residency in Summerplace as set forth in Section 1.9 of the Conditions and Restrictions, shall be an Associate Member, which status shall continue in effect during such period as the Associate Member shall be an authorized and qualified non-proprietary occupant of a residential unit in Summerplace.

Associate Membership shall carry the rights and privileges of Proprietary Membership except the right to vote and the right to serve on the Board of Directors. At any time an Associate Member shall cease to be an occupant of a residential unit in Summerplace, said member's rights and privileges as an Associate Member shall thereupon terminate.

2.2. **Assessments, Purpose of Assessments, Liens, and Collections.**

2.2.1. **Assessments.** The Association is vested with power and authority to, and shall, assess and collect from time to time from its Proprietary Members: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, assessed, and collected as hereinafter provided.

Such annual and special assessments shall be chargeable ratably based upon the total number of occupants residing in the respective residential units in Summerplace. Each such assessment, together with interest at the rate of nine (9) percent per annum from the due date on the unpaid balance of the assessment and costs and expenses, and also including a reasonable attorney's fee (whether or not suit is filed, and including any appeal of any decision) incurred in the collection thereof, shall become a charge against the respective residential unit and a continuing lien on the residential unit against which the assessment is made, which lien may be enforced by a suit in equity.

Each owner of a residential unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association each such annual or special assessment; and each such assessment shall be the personal obligation of the owner of such residential unit as of the date the assessment is declared due as well as a lien against the residential unit. No owner may avoid liability for the assessments provided for herein by non-use of the community facilities by himself or any occupant of the residential unit against which the assessment is levied.

2.2.2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare, and protection of the residents in Summerplace and in particular for the improvement and maintenance of Summerplace and the buildings, services, facilities, planted parkways devoted to this purpose, and related to the use and enjoyment of the common areas and facilities in the Summerplace area.

2.2.3. **Basis of Annual Assessments.** Subject to change as hereinafter provided, the annual assessment shall be Fifty Dollars (\$50) per person residing in a residential unit. The annual assessment may be increased or decreased effective January 1 or July 1 of each calendar year by action of the Board, without vote of the membership.

2.2.4. **Special Assessments for Capital-Improvements.** In addition to the annual assessments authorized above, the Board may levy, effective January 1 or July 1 of each calendar year, a special assessment for the purpose of defraying in whole or in part the cost of any construction or

reconstruction, unexpected repair, maintenance, replacement of any partial improvement described in the notice of the Board meeting at which such action shall be considered.

- 2.2.5. Uniform Rate of Assessment. Unless otherwise provided by action of the Board, both annual and special assessments shall be fixed at a uniform rate per occupant of all residential units and may be collected on an annual basis, or such other basis as the Board shall determine. During any period when the Declarant, or its successors in interest as developers, shall own any real property in Summerplace, any action of the Board fixing any assessment on other than a uniform rate per occupant shall be invalid unless the Declarant, or its successors in interest as developers, shall concur in writing with that action.
- 2.2.6. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering the residential unit upon which it is levied. Sale or transfer of any lot or residential unit shall not affect the assessment lien. However, the sale or transfer of any lot or residential unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot or residential unit from liability for any assessments thereafter becoming due or from the lien thereof.
- 2.2.7. Summerplace Homeowners Association Option to Remedy Violations. The Association, at its option, shall have the power and right at all times, after reasonable notice to the Owner and any occupant, and for the account of the owner, to abate and correct any violation of these Declarations of Restrictions, to plant or re-plant, trim, cut back, remove, replace, cultivate, or maintain hedges, trees, shrubs, plants, or lawn, and to clean, paint, repair, replace, and generally maintain the exterior of a residential unit and improvements thereon and to keep said lot or parcel and any residential building and improvement thereon in neat and good order to conform with the general attractive character of the area. Any and all expenses which may be incurred by the Association pursuant to this Section 2.2.7 shall be a charge and a lien against the residential unit, lot, or parcel involved with a lien enforceable as above provided in this Section 2 and shall be the personal obligation of the owner thereof.

3.0 COMMON FACILITIES

- 3.1 Definition. Within Summerplace, Declarant proposes to construct certain community facilities for the use, service, or benefit, in common, of the residents of Summerplace, or specific portions thereof.

These facilities are herein referred to as "Common Facilities" and may include, with the specific exceptions defined below, the recreation hall or halls, swimming pool or pools, outdoor lighting system, common open space as approved by Multnomah County from time to time, roads other than those which shall have been accepted by the County of Multnomah and incorporated into its road system, sidewalks, and tennis courts; provided, however, that the Common Facilities shall include no facilities or installations which, by any plat, dedication, or announced plan, shall have been, or may in the future be, dedicated to the common ownership of those who, collectively, shall own one or more townhouse units or one or more condominium units in Summerplace.

Until conveyed to the Summerplace Homeowners Association as contemplated by Section 3.2, the Common Facilities shall be under the authority of the Declarant or its nominee, which may be, but need not be, the Association, to govern use and control the policies of the Common Facilities.

- 3.2 **Conveyance of Common Facilities.** At such time or times as the Declarant, or its successor as developer, shall deem the Summerplace Homeowners Association, an Oregon non-profit corporation financially capable of operation of the Common Facilities, it shall convey to the Association some or all of the Common Facilities; provided, that any part so conveyed shall be free of debt- encumbrance at the time of conveyance.

The Summerplace Homeowners Association shall accept each such conveyance, and thereupon shall be vested with authority to govern the facility or facilities so conveyed and thereafter shall be entitled to all revenue produced by the facility and shall be responsible to operate, maintain, and support the facility, and the Declarant thereafter shall have no control over, or responsibility for, the facility (except as to directors of the Association) and shall have no obligation or responsibility, financial or otherwise, with respect thereto, except to provide directors in accordance with the Articles and Bylaws of the Association.

4.0 **GENERAL PROVISIONS**

- 4.1. **Terms.** All of the restrictions, covenants, and agreements therein contained shall apply to all units in Summerplace and shall be binding upon all parties claiming under Declarant until January 1, 2010, at which time they shall automatically extend for successive periods of five (5) years; unless, effective January 1, 2010, or at the end of any such five-year (5-year) extension, the membership of the Summerplace Homeowners Association, by two thirds (2/3) vote of those present and voting, at a special meeting called for the purpose, shall resolve to terminate these restrictions; provided, that with the concurrence of Declarant, or its successor as developer, during such period as either shall own any real property in Summerplace, the restrictions may be changed, supplanted, or rescinded in any or all particulars at any time by a vote of two-thirds (2/3) of the Board of Directors of Summerplace Homeowners Association at any regular or special meeting called for such purpose, whereupon such change shall be binding upon such

owners of residential units in Summerplace and their successors in interest and the occupant of such residential units.

- 4.2. **Enforcement.** Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a unit in Summerplace or the Summerplace Homeowners Association, or Declarant, or its successor, may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person or persons.

Without limiting the foregoing, Summerplace Homeowners Association shall take action to enforce the requirements of occupancy of residential units as set forth in Section 1.9 against any Proprietary Member who occupies or permits his residential unit to be occupied in violation of Section 1.9 as well as any Associate Member or other occupant who is in violation of Section 1.9. The Proprietary Member shall reimburse the Association for legal fees incurred by the Association in taking any such action, whether or not suit or action is filed in court.

In the event suit or action is filed in court to enforce any of the covenants and restrictions, including Section 1.9, Summerplace Homeowners Association shall be entitled to recover its reasonable attorney's fees incurred in such action, as set by the court or courts at trial and on any appeal, in addition to its costs and expenses.

Any costs and expenses, including attorney's fees, incurred by Summerplace Homeowners Association in this section 4.2: (a) shall be the personal obligation of the Proprietary Member(s) who violates a covenant or restriction or whose residential unit is in violation of a covenant, or restriction and, (b) shall be a lien against the residential unit owned by' the Proprietary Member(s).

- 4.3. **Subordination.** Any breach of the covenants and restrictions contained herein, a re-entry by reason or judgment or lien resulting therefrom shall be subordinate to any mortgage or deed in trust heretofore or hereafter executed in good faith and for value encumbering a unit, but shall be binding upon and effective against a subsequent purchaser thereof.

A *bona fide* purchaser for value or mortgagee, without actual or constructive notice of an existing breach of the conditions and restrictions contained herein shall not be bound thereby; provided, the Association, through its Board of Directors, may execute, acknowledge, and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, description of the unit against which the lien is claimed, and name or names of the reputed owners thereof.

Such notice, recorded in Multnomah County, shall be public notice of such breach, and constructive notice to any subsequent purchaser, but if no action for enforcement thereof has been commenced within ninety (90) days after recording; such notice shall expire and the breach described presumed to have been remedied.

- 4.4. **Severability.** Invalidation by judgment or decree of any court of any one or more of these restrictive covenants herein defined or as hereafter duly amended shall in no way affect any of the remaining provisions which shall remain in full force and effect.
- 4.5. **Binding Effect.** The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by, the Declarant, the owner or owners of any unit in Summerplace, and their respective representatives, successors, or assigns.
- 4.6. **Non-waiver.** Failure or delay to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.

IN WITNESS WHEREOF Summerplace Homeowners Association has executed this instrument on this 10th day of August, 2016.

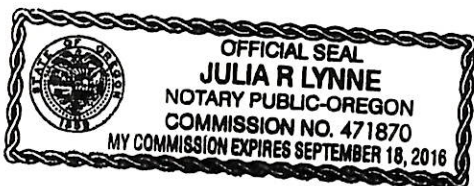
SUMMERPLACE HOMEOWNERS ASSOCIATION, an Oregon nonprofit corporation

By: Robert Crump
President

By: Donna L. Gjolund
Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared before me this 10th day of August, 2016, the above-named Robert Crump, who, being duly sworn, did say that he/she is the President of Summerplace Homeowners Association and that said instrument was signed in behalf of said Summerplace Homeowners Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Julia R. Lynne
Notary Public for Oregon
My Commission Expires: 9.18.16

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared before me this 10th day of August, 2016, the above-named Donna Spolund, who, being duly sworn, did say that he/she is the Secretary of Summerplace Homeowners Association and that said instrument was signed in behalf of said Summerplace Homeowners Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Julia R. Lynne
Notary Public for Oregon
My Commission Expires: 9.18.16

EXHIBIT A
LEGAL DESCRIPTION

The following described property located in Multnomah County, Oregon:

SUMMERPLACE created by the following documents recorded in the Records of Multnomah County, Oregon

1. Summerplace (Phase I) recorded March 13, 1979 in Book 1210, Page 90, Plat Records.
2. Summerplace (Phase I-A) recorded April 23, 1979 in Book 1211, Page 12, Plat Records.
 - a. Declaration of Annexation Affecting Lots in Summerplace (Phase I-A) was recorded February 27, 1980 in Book 1423, Page 1328, Records of Multnomah County, Oregon.
3. Summerplace (Phase II) recorded November 4, 1980 in Book 1214, Page 19, Plat Records.
 - a. Declaration of Conditions and Restrictions Summerplace Phase #2 (subjecting property to Declaration) was recorded November 4, 1980 in Book 1481, Page 1336, Records of Multnomah County, Oregon.
4. Summerplace (Phase III) recorded July 31, 1986 in Book 1218, Page 57, Plat Records.
5. Summerplace (Phase IV-A) recorded October 1, 1991 in Book 1223, Page 1, Plat Records.
6. Summerplace (Phase IV-B) recorded November 13, 1991 in Book 1223, Page 7, Plat Records.
7. Summerplace (Phase V) recorded June 27, 1988 in Book 1219, Page 63, Plat Records.
8. Summerplace (Phase VI) recorded July 6, 1989 in Book 1220, Page 38, Plat Records.
9. Summerplace (Phase VII) recorded June 25, 1996 in Book 1232, Page 1, Plat Records.

WINDSOR PLACE CONDOMINIUM created by the following documents recorded September 27, 1991 in the Records of Multnomah County, Oregon:

1. Declaration Submitting Stage I of Windsor Place Condominium to the Oregon Condominium Act recorded in Book 2461, Page 1228.
2. Bylaws of the Association of Unit Owners of Windsor Place Condominium recorded in Book 2461, Page 1246.
3. Plat of Windsor Place Condominium recorded in Book 1222, Page 100, Plat Records

WINDSOR PLACE II CONDOMINIUM created by the following documents recorded June 25, 1998 in the Records of Multnomah County, Oregon:

1. Declaration of Windsor Place II Condominium recorded as Document No. 98111193.
2. Bylaws of Windsor Place II Condominium Owners' Association recorded as an attachment to the Declaration.
3. Plat of Windsor Place II Condominium recorded in Book 1238, Page 83, Plat Records

WINDSOR PLACE III CONDOMINIUM created by the following documents recorded April 1, 1999 in the Records of Multnomah County, Oregon:

1. Declaration of Windsor Place III Condominium recorded as Document No. 99065840
2. Bylaws of Windsor Place III Condominium Owners' Association recorded as Document No. 99065841.
3. Plat of Windsor Place III Condominium recorded in Book 1241, Page 95, Plat Records

GLENWOOD PLACE CONDOMINIUM created and expanded by the following documents recorded in the Records of Multnomah County, Oregon:

1. Declaration Submitting Glenwood Place Condominium to the Oregon Condominium Act recorded November 22, 1983 in Book 1707, Page 1914.
2. By-Laws of the Association of Unit Owners of Glenwood Place Condominium recorded November 22, 1983 in Book 1707, Page 1929.
3. Plat of Glenwood Place Condominium recorded November 22, 1983 in Book 1216, Page 87, Plat Records
4. Supplemental Declaration Submitting Glenwood Place Condominium Phase 2 to the Oregon Condominium Act recorded February 17, 1984 in Book 1727, Page 1101 and Plat of Glenwood Place Condominium (Phase 2) recorded February 17, 1984 in Book 1217, Page 12, Plat Records.
5. Supplemental Declaration Submitting Glenwood Place Condominium Phase 3 to the Oregon Condominium Act recorded September 24, 1984 in Book 1776, Page 1757 and Plat of Glenwood Place Condominium (Phase 3) recorded September 24, 1984 in Book 1217, Page 63, Plat Records.
6. Supplemental Declaration Submitting Glenwood Place Condominium Phase 4 to the Oregon Condominium Act recorded October 22, 1985 in Book 1859, Page 1659 and Plat of Glenwood Place Condominium (Phase 4) recorded October 22, 1985 in Book 1218, Page 27, Plat Records.

7. Supplemental Declaration Submitting Glenwood Place Condominium Phase 5 to the Oregon Condominium Act recorded December 17, 1985 in Book 1871, Page 2347 and Plat of Glenwood Place Condominium (Phase 5) recorded December 17, 1985 in Book 1218, Page 33, Plat Records.
8. Supplemental Declaration Submitting Glenwood Place Condominium Phase 6 to the Oregon Condominium Act recorded August 21, 1986 in Book 1930, Page 1707 and Plat of Glenwood Place Condominium (Phase 6) recorded August 21, 1986 in Book 1218, Page 67, Plat Records.
9. Supplemental Declaration Submitting Glenwood Place Condominium Phase 7 to the Oregon Condominium Act recorded November 20, 1986 in Book 1957, Page 478 and Plat of Glenwood Place Condominium (Phase 7) recorded November 20, 1986 in Book 1218, Page 74, Plat Records.
10. Supplemental Declaration Submitting Glenwood Place Condominium Phase 8 to the Oregon Condominium Act recorded December 5, 1986 in Book 1961, Page 649 and Plat of Glenwood Place Condominium (Phase 8) recorded December 5, 1986 in Book 1218, Page 80, Plat Records.
11. Supplemental Declaration Submitting Glenwood Place Condominium Phase 9 to the Oregon Condominium Act recorded April 6, 1987 in Book 1993, Page 711 and Plat of Glenwood Place Condominium (Phase 9) recorded April 6, 1987 in Book 1218, Page 94, Plat Records.
12. Supplemental Declaration Submitting Glenwood Place Condominium Phase 10 to the Oregon Condominium Act recorded May 27, 1987 in Book 2008, Page 1453 and Plat of Glenwood Place Condominium (Phase 10) recorded May 27, 1987 in Book 1218, Page 100, Plat Records.
13. Supplemental Declaration Submitting Glenwood Place Condominium Phase 11 to the Oregon Condominium Act recorded April 6, 1988 in Book 2092, Page 1979 and Plat of Glenwood Place Condominium (Phase 11) recorded April 6, 1988 in Book 1219, Page 49, Plat Records.
14. Supplemental Declaration Submitting Glenwood Place Condominium Phase 12 to the Oregon Condominium Act recorded June 30, 1988 in Book 2116, Page 2711 and Plat of Glenwood Place Condominium (Phase 12) recorded June 30, 1988 in Book 1219, Page 66, Plat Records.
15. Supplemental Declaration Submitting Glenwood Place Condominium Phase 13 to the Oregon Condominium Act recorded September 12, 1988 in Book 2136, Page 1311 and Plat of Glenwood Place Condominium (Phase 13) recorded September 12, 1988 in Book 1219, Page 72, Plat Records.
16. Supplemental Declaration Submitting Glenwood Place Condominium Phase 14 to the Oregon Condominium Act recorded January 23, 1989 in Book 2172, Page 2280 and Plat of Glenwood Place Condominium (Phase 14) recorded January 23, 1989 in Book 1220, Page 3, Plat Records.

17. Supplemental Declaration Submitting Glenwood Place Condominium Phase 15 to the Oregon Condominium Act recorded March 22, 1989 in Book 2187, Page 1993 and Plat of Glenwood Place Condominium (Phase 15) recorded March 22, 1989 in Book 1220, Page 21, Plat Records.
18. Supplemental Declaration Submitting Glenwood Place Condominium Phase 16 to the Oregon Condominium Act recorded August 17, 1989 in Book 2228, Page 2954 and Plat of Glenwood Place Condominium (Phase 16) recorded August 17, 1989 in Book 1220, Page 47, Plat Records.
19. Supplemental Declaration Submitting Glenwood Place Condominium Phase 17 to the Oregon Condominium Act recorded October 18, 1989 in Book 2245, Page 2323 and Plat of Glenwood Place Condominium (Phase 17) recorded October 18, 1989 in Book 1220, Page 68, Plat Records.
20. Supplemental Declaration Submitting Glenwood Place Condominium Phase 18 to the Oregon Condominium Act recorded February 23, 1990 in Book 2278, Page 945 and Plat of Glenwood Place Condominium (Phase 18) recorded February 23, 1990 in Book 1221, Page 5, Plat Records.
21. Supplemental Declaration Submitting Glenwood Place Condominium Phase 19 to the Oregon Condominium Act recorded March 28, 1990 in Book 2287, Page 2975 and Plat of Glenwood Place Condominium (Phase 19) recorded March 28, 1990 in Book 1221, Page 11, Plat Records.
22. Supplemental Declaration Submitting Glenwood Place Condominium Phase 20 to the Oregon Condominium Act recorded March 28, 1990 in Book 2287, Page 2992 and Plat of Glenwood Place Condominium (Phase 20) recorded March 28, 1985 in Book 1221, Page 13, Plat Records.