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DECLARATION SUBMITTING
PHASE 1 OF SYLVAN HEIGHTS CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 15th day of November, 1972, by WASHINGTON MUTUAL SAVINGS BANK, a Washington corporation, hereinafter called "Developer."

Developer proposes to create a condominium to be known as Sylvan Heights Condominium, which will be located in Washington County, Oregon. The purpose of this declaration is to submit Phase 1 of Sylvan Heights Condominium 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 "Bylaws" means the Bylaws of the Association of Unit Owners of Sylvan Heights Condominium adopted pursuant to Section 12 below as the same may be amended from time to time.

1.2 "Developer" means Washington Mutual Savings Bank, and its successors and assigns.

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1.3 "Institutional holder of a first mortgage" means a holder of a first mortgage, trust deed or equivalent security interest in a unit, if such holder is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

1.4 "Plans" means the plat or site plan and floor plans of Phase 1 of Sylvan Heights Condominium, recorded simultaneously with the recording of this declaration.

1.5 Incorporation by Reference. Except as otherwise provided in this declaration, each of the terms defined in ORS 91.500, a part of the Oregon Unit Ownership Law, 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 Developer and conveyed by it in fee simple estate. The land submitted hereunder, being Phase 1 of Sylvan Heights Condominium, is located in Washington County, Oregon, and is more particularly described in 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. The name by which the property submitted hereunder shall be known is "Sylvan Heights Condominium."

4. UNITS.

4.1 General Description of Buildings. Phase 1 contains 57 buildings of dwelling units and one recreation building. Fourteen of the dwelling unit buildings are one story (with two-story elements) and 43 are two story. None of the dwelling unit buildings have basements. All of the buildings are of wood frame construction with cedar siding and cedar shake roofs.

4.2 General Description, Location and Designation of Units. Phase 1 consists of a total of 271 units. The dimensions, designation and location of each unit in Phase 1 is shown in the Plans 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.

4.3 Boundaries of Units. Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and shall include both the interior surfaces so described and the air space so encompassed. In addition, each unit shall include the outlet of any utility service lines, including water, sewerage, gas or electricity, and ventilating ducts, within the unit, but shall not include any part of such lines or ducts themselves.

5. PERCENTAGE INTERESTS; GENERAL COMMON ELEMENTS. Each unit will be entitled to a percentage ownership interest in

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the common elements determined by the ratio by which the approximate area of the particular unit bears to the total approximate area of all units combined, as is more particularly described in Section 13.4 below. The general common elements consist of the following:

5.1 The land, pathways, driveways, fences, grounds, manager's unit, carport structures and parking areas, except parking spaces within carports as shown on the plat portion of the Plans, which are designated as limited common elements by Section 6 below.

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

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

5.4 The exterior surfaces of decks.

5.5 Laundry rooms and the recreation area, including clubhouse, tennis courts and pool.

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

6. LIMITED COMMON ELEMENTS. The following shall constitute limited common elements, the use of which shall be restricted to the units to which they pertain:

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6.1 All decks, except for the outside exterior surfaces thereof, and storage closets located on decks, each of which shall pertain to the unit which it adjoins.

6.2 Parking spaces within carport structures, each of which shall pertain to the unit whose number it bears in the plat portion of the Plans; provided, however, that any such parking space may be transferred so as to pertain to a different unit by an amendment to this declaration executed by the owner and any mortgagee of the unit to which the parking space previously pertained and by the owner of the unit to which the space is being transferred. Such transfer shall be effective upon the filing of such amendment in the Records of Deeds of Washington County, Oregon. No transfer, however, shall be such as to leave any unit without at least one parking space assigned to it as a limited common element.

7. USE OF PROPERTY; RESERVATION OF EASEMENTS; MAINTENANCE.

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

7.2 Developer hereby reserves (a) a nonexclusive easement for ingress and egress over all roadways and driveways

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within Phase 1 of Sylvan Heights Condominium, and over such portion of the vacant land as may be necessary to connect roads with such roadway and driveway system, (b) an easement for the maintenance and use of all existing utility lines and systems within such Phase 1, including without limitation water, sewer, electrical, telephone and cable television systems, and (c) an easement for the installation, maintenance and use of new utility lines and systems upon the general common elements of such Phase 1, provided Developer restores any damage to the general common elements resulting from such installation or maintenance. Such easements shall be for the benefit of and shall run with the ownership of the entire remainder of the proposed project site, more particularly described in the attached Exhibit D, and each and every portion thereof, whether or not such property is annexed to the condominium as provided in Section 13 below.

7.3 The necessary work to maintain, repair or replace the common elements shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws. If the mortgagee or beneficiary of any unit determines that the Board of Directors is not providing an adequate maintenance, repair and replacement program for the common elements, such mortgagee or beneficiary, at its option, may deliver a notice to the Board of Directors by delivering same to the registered agent, as required pursuant to ORS 91.578, setting forth the

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particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the mortgagee or beneficiary, upon written notice to the registered agent that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a mortgage or deed of trust on all business coming before such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

7.4 The provisions of this declaration and of the bylaws regarding the maintenance, repair and replacement of the common elements shall be deemed to be for the benefit of Washington County as well as the unit owners, and the County may enforce such provisions by appropriate proceedings at law or in equity. Without limitation to the foregoing, Washington County may deliver a written notice to the Board of Directors by delivering the same to the registered agent, as required pursuant to ORS 91.578, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 30 days after receipt of the notice, or, if such correction cannot reasonably be completed within such time, the Association fails within such time to commence and pursue the correction with reasonable diligence, then

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the County may take the necessary curative action. In such event, the cost of correction by the County shall constitute a lien against each unit and its interest in the common elements based upon such unit's share of the common expenses as provided in Section 8.1 below.

7.5 The Association of Unit Owners, upon prior approval of 75 percent of the voting power of the unit owners, may execute, acknowledge, deliver and record on behalf of the unit owners easements, rights of way, licenses and similar interests affecting the general common elements. Any such instrument shall be executed by the chairman and secretary of the Association.

8. COMMON PROFITS AND EXPENSES; VOTING.

8.1 The common profits derived from and the common expenses of the 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 common elements.

8.2 Notwithstanding the provisions of ORS 91.500 (15), 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 more than 50 percent 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 91.578 is David Yeager and his place of business within Washington County, Oregon, is 7600 SW Barnes Road, Portland, Oregon 97225.

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. APPROVAL BY MORTGAGEES. In addition to any other approvals required by the Oregon Unit Ownership Law, this

declaration or the bylaws of the association of unit owners, the prior written approval of all institutional holders of first mortgages of units in the condominium must be obtained for the following:

11.1 The abandonment, termination or removal of the property from unit ownership, except when provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

11.2 The partition or subdivision of any unit or of the common elements;

11.3 Any material amendment to this declaration or the bylaws, including, but not limited to, any change in the percentage interests in the common elements of the unit owners, except for the transfer of any parking space which is a limited common element and except when the change in percentage interests is by virtue of the annexation of additional phases as provided in Section 13; or

11.4 The effectuation of any decision by the Association to terminate professional management and assume self-management of the property.

12. ADOPTION OF BYLAWS, APPOINTMENT OF INTERIM BOARD, AND DESIGNATION OF MANAGER. Upon the execution and the filing of this declaration, the Developer shall adopt bylaws for the Association of Unit Owners of Sylvan Heights Condominium, which bylaws are attached hereto as Exhibit E, and

are 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.

13. PLAN OF DEVELOPMENT. The condominium may be developed in up to seven phases. By filing this declaration, Developer hereby submits Phase 1 to the condominium form of ownership. Developer reserves the right to add up to six additional phases to the condominium and to annex such additional phases by filing supplements to this declaration pursuant to ORS 91.518. Developer may change the order in which the various phases are annexed to the condominium. Any such additional phase shall be of comparable style, quality, size and range of unit value to Phase 1. Developer may assign Developer's rights under this Section 13 to a successor developer in which event the successor developer shall succeed to the rights of Developer under this Section 13.

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13.1 Maximum Number of Units and Phases. If fully developed, the condominium shall contain a total of not more than 551 units and a total of not more than seven phases.

13.2 Expiration Date. No additional phase may be added more than 10 years after the filing of this declaration.

13.3 Additional Common Elements. Developer does not propose to include in Phases 2 through 7 any common elements which would substantially increase the proportionate amount of the common expenses payable by owners of units in Phase 1, except that proposed Phases 2 through 7 may contain an additional swimming pool. Developer does not promise that such a pool will be installed.

13.4 Percentage Interest in Common Elements. The percentage interest in the common elements of units in Phase 1 will change if additional phases are annexed to the condominium. The percentage interest in the common elements of each such unit upon the filing of this declaration is shown on the attached Exhibit C, together with the minimum percentage interest of each such unit upon completion of development in the event Developer elects to proceed with all phases of development.

13.5 Legal Descriptions of Additional Phases. A legal description of the property upon which the additional phases would be located is included in Exhibit D attached hereto.

14. AMENDMENT.

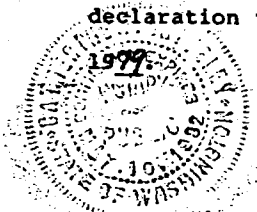
14.1 Approval Required. Except as may otherwise be provided in this declaration or by the Oregon Unit Ownership Law, this declaration may be amended if such amendment is approved by 75 percent of the voting power of the unit owners. Developer's prior written consent shall also be required until annexation of the last phase of the condominium and so long as Developer owns 20 percent or more of the units in the first phase of the condominium, but no such consent shall be required after three years after the date this declaration is recorded. Except as provided in Section 13, no amendment may change the size, location, percentage interest in the common elements, share of common profits or expenses, or voting power of any unit unless such amendment has been approved by the owners of the affected unit and the holders of any mortgage or trust deed on such unit. Section 7.4 may not be amended without the consent of Washington County.

14.2 Recordation. The amendment shall be effective upon recordation of the declaration as amended or of the amendment thereto, certified to by the chairman and secretary of the association and approved by the county assessor and the Real Estate Commissioner, in the Deed Records of Washington County.

15. SEVERABILITY. Each provision of this declaration and the bylaws shall be deemed independent and severable,

and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this declaration or the bylaws.

IN WITNESS WHEREOF, Developer has caused this declaration to be executed this 15th day of November, 1979.



WASHINGTON MUTUAL SAVINGS BANK,
a Washington corporation

By [Signature]

STATE OF OREGON WASHINGTON
County of KING

The foregoing instrument was acknowledged before me this 15th day of NOVEMBER, 1979 by D.E. VANDERBURG, of Washington Mutual Savings Bank, a Washington corporation.

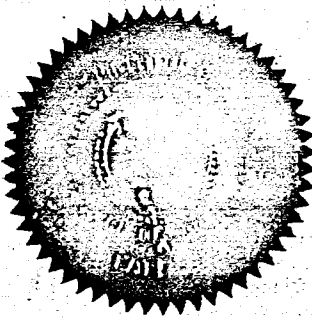
Catherine J. Shireley
Notary Public for Oregon WASHINGTON
My commission expires: May 10/1982

The foregoing declaration is approved this 21 day of DECEMBER, 1979.

DEPARTMENT OF ASSESSMENT & TAXATION
(Assessor), Washington County,
Oregon

By Daniel K. Malan

The foregoing declaration and bylaws attached thereto are approved this 17th day of December, 1979.



WILLIAM F. GWINN, Real Estate
Commissioner

By [Signature]
Donald B. Campbell

EXHIBIT "A"
TO DECLARATION
SUBMITTING PHASE 1 OF
SYLVAN HEIGHTS CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

A tract of land in the Southwest 1/4 of Section 1, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, more particularly described as follows:

Beginning at a point, which point is located South 3951.57 feet and West 2478.75 feet from the Northeast corner of Section 1, Township 1 South, Range 1 West of the Willamette Meridian in Washington County, thence from said point, which point is also a 3/4 inch iron pipe at the Northeast corner of a tract of land conveyed to George Teufel, et ux, by Deed recorded December 16, 1963, in Book 502, Page 445 Deed Records; thence following the Southeasterly line of said Teufel tract along the Northwesterly side of the most Westerly roadway in Sunset Hills Memorial Park Cemetery South 41°25'00" West 138.64 feet to a 3/4 inch iron pipe; thence South 33°10'00" West 65.89 feet to a 3/4 inch iron pipe; thence South 29°37'16" West 66.95 feet to a 3/4 inch iron pipe; thence South 29°24'00" West 54.43 feet to a 3/4 inch iron pipe on the West line of the tract conveyed to Leota H. French by Deed recorded March 25, 1936, in Book 158, Page 552, Deed Records; thence South 00°32'21" East along said West line 15.52 feet to a 1 inch iron pipe at the Southwest corner of said French tract; thence South 89°50'00" West 682.11 feet along the tract conveyed to George Teufel by Deed recorded November 30, 1920, in Book 119, Page 598 Deed Records, to the Southwest corner thereof, being the Southeast corner of the Edwin T. Blatter, et ux, tract recorded in Book 268, Page 32, Deed Records; thence North 00°53'38" West 930.23 feet along the East lines of the tracts described in Book 268, Page 32, Book 364, Page 399 and Book 137, Page 162, Deed Records to a 1 inch iron pipe in a fence corner at an exterior angle in the East line of the Logan Ferry tract described in Book 137, Page 162, said Deed Records; thence South 78°44'50" West, along the boundary line of that tract of land described as Parcel III, conveyed to Commonwealth, Inc., an Oregon corporation by Deed dated December 23, 1963, recorded December 23, 1963 in Book 503, Page 224, Washington County, Deed Records, 134.59 feet to a 1 inch iron pipe in a fence corner at an interior angle in the East line of said Logan Ferry tract; thence North 01°16'23" West along the East line of the Logan Ferry tract 642.53 feet to a point on the Southerly right-of-way of S.W. Barnes Road (County Road No. 1367); thence North 69°41'35" East along said

right-of-way 48.83 feet to a point of curvature; thence 13.13 feet along the arc of a 597.96 foot radius curve to the left through a central angle of 1°15'28" to the Westerly line of the tract conveyed to the Pacific Telephone and Telegraph Company by Deed recorded in Book 312, Page 408; thence South 42°23'02" East 222.57 feet to a 3/4 inch iron pipe at the most Southerly corner of said tract; thence North 47°36'58" East 150.00 feet to a 3/4 inch iron pipe at the most Easterly corner of said tract; thence North 42°23'02" West 186.80 feet to the Easterly line of said tract on the right-of-way of said S.W. Barnes Road; thence 82.40 feet along the arc of a 597.96 foot radius curve to the left through a central angle of 7°53'43"; thence departing from the right-of-way of S.W. Barnes Road, South 44°16'34" East 4.29 feet; thence 56.90 feet along the arc of a 25.00 foot radius curve to the left through a central angle of 130°24'20", the long chord of which bears South 19°28'44" East 45.39 feet; thence South 84°40'54" East 142.59 feet to a point of curvature; thence 260.69 feet along the arc of a 125.00 foot radius curve through a central angle of 119°29'34" to a point of tangency; thence South 34°48'40" West 140.74 feet; thence South 53°50'13" East 30.00 feet; thence 143.73 feet along the arc of a 280.00 foot radius curve to the left through a central angle of 29°24'37", the long chord of which bears South 21°27'40" West 142.15 feet, to a point of compound curvature; thence 206.95 feet along the arc of a 165.00 foot radius curve to the left through a central angle of 71°51'48" to a point of tangency; thence South 65°06'38" East 360.86 feet to a point of curvature; thence 425.90 feet along the arc of a 300.00 foot radius curve to the right through a central angle of 81°20'28" to a point of tangency; thence South 16°13'50" West 225.44 feet; thence North 89°51'53" East 111.05 feet to the Point of Beginning.

EXHIBIT "B"

To Declaration Submitting Phase 1
Sylvan Heights Condominium to
Oregon Unit Ownership Law

<u>Unit No.</u>	<u>Unit Type</u>	<u>Approximate Square Feet</u>
1	E	812
2	D	800
3	E	812
4	D	800
5	B	572
6	C	715
7	C	715
8	B	572
9	E	812
10	D	800
11	E	812
12	D	800
13	B	572
14	C	715
15	C	715
16	B	572
17	E	812
18	D	800
19	E	812
20	D	800
21	B	572
22	C	715
23	C	715
24	B	572
25	B	572
26	A	416
27	A	416
28	B	572
29	B	572
30	A	416
31	A	416
32	B	572

<u>Unit No.</u>	<u>Unit Type</u>	<u>Approximate Square Feet</u>
33	B	572
34	A	416
35	A-1	624
36	B	572
37	B	572
38	A	416
39	A-1	624
40	B	572
41	E	812
42	D	800
43	E	812
44	D	800
45	E	812
46	D	800
47	E	812
48	D	800
49	B	572
50	A	416
51	A	416
52	B	572
53	B	572
54	A	416
55	A	416
56	B	572
57	B	572
58	A	416
59	A-1	624
60	B	572
61	B	572
62	A	416
63	A-1	624
64	B	572
65	E	812
66	D	800
67	E	812
68	D	800
69	E	812
70	D	800
71	E	812
72	D	800

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<u>Unit No.</u>	<u>Unit Type</u>	<u>Approximate Square Feet</u>
73	E	812
74	D	800
75	E	812
76	D	800
77	E	812
78	D	800
79	E	812
80	D	800
81	E	812
82	D	800
83	E	812
84	D	800
85	E	812
86	D	800
87	E	812
88	D	800
89	E	812
90	D	800
91	E	812
92	D	800
93	E	812
94	D	800
95	E	812
96	D	800
97	B	572
98	C	715
99	C	715
100	B	572
101	B	572
102	B	572
103	B	572
104	B	572
105	E	812
106	D	800
107	E	812
108	D	800
109	B	572
110	B	572
111	B	572
112	B	572

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<u>Unit No.</u>	<u>Unit Type</u>	<u>Approximate Square Foot</u>
113	B	572
114	C	715
115	C	715
116	B	572
117	B	572
118	A	416
119	A-1	624
120	B	572
121	B	572
122	A	416
123	A-1	624
124	B	572
125	B	572
126	C	715
127	C	715
128	B	572
129	B	572
130	C	715
131	C	715
132	B	572
133	B	572
134	A	416
135	A	416
136	B	572
137	B	572
138	A	416
139	A	416
140	B	572
141	B	572
142	C	715
143	C	715
144	B	572
145	B	572
146	C	715
147	C	715
148	B	572
149	E	812
150	D	800
151	E	812
152	D	800

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<u>Unit No.</u>	<u>Unit Type</u>	<u>Approximate Square Foot</u>
153	E	812
154	D	800
155	E	812
156	D	800
157	B	572
158	A	416
159	A-1	624
160	B	572
161	B	572
162	A	416
163	A-1	624
164	B	572
165	B	572
166	C	715
167	C	715
168	B	572
169	E	812
170	D	800
171	E	812
172	D	800
173	B	572
174	B	572
175	B	572
176	B	572
177	B	572
178	B	572
179	B	572
180	B	572
181	B	572
182	A	416
183	A-1	624
184	B	572
185	B	572
186	A	416
187	A-1	624
188	B	572
189	E	812
190	D	800
191	E	812
192	D	800

<u>Unit No.</u>	<u>Unit Type</u>	<u>Approximate Square Foot</u>
193	B	572
194	A	416
195	A	416
196	B	572
197	B	572
198	A	416
199	A	416
200	B	572
201	E	812
202	D	800
203	E	812
204	D	800
205	C	715
206	B	572
207	E	812
208	D	800
209	E	812
210	B	572
211	C	715
212	C	715
213	B	572
214	E	812
215	D	800
216	E	812
217	D	800
218	B	572
219	C	715
220	C	715
221	B	572
222	E	812
223	D	800
224	E	812
225	D	800
226	E	812
227	D	800
228	E	812
229	D	800
230	E	812
231	D	800
232	E	812
233	D	800

<u>Unit No.</u>	<u>Unit Type</u>	<u>Approximate Square Foot</u>
234	B	572
235	B	572
236	B	572
237	B	572
238	E	812
239	D	800
240	E	812
241	D	800
242	B	572
243	B	572
244	B	572
245	B	572
246	B	572
247	A	416
248	A-1	624
249	B	572
250	B	572
251	A	416
252	A-1	624
253	B	572
254	B	572
255	A	416
256	A	416
257	B	572
258	B	572
259	A	416
260	A	416
261	B	572
262	B	572
263	A	416
264	A-1	624
265	B	572
266	B	572
267	A	416
268	A-1	624
269	B	572
270	C	715
271	B	572

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EXHIBIT "C"

To Declaration Submitting Phase 1
Sylvan Heights Condominium to
Oregon Unit Ownership Law

Minimum Percentage Interest
in Common Elements of Each Unit
in Phase 1 at Phase 1 and upon Completion of
Development if Developer Elects to Proceed
with all Phases of Development

<u>Unit</u>	<u>Phase 1</u>	<u>Full Development</u>
1		
2	.4580	.1776
3	.4510	.1749
4	.4580	.1776
	.4510	.1749
5	.3226	
6	.4032	.1251
7	.4032	.1563
8	.4032	.1563
	.3226	.1251
9	.4580	
10	.4510	.1776
11	.4580	.1749
12	.4510	.1776
		.1749
13	.3226	
14	.4032	.1251
15	.4032	.1563
16	.4032	.1563
	.3226	.1251
17	.4580	
18	.4510	.1776
19	.4580	.1749
20	.4510	.1776
		.1749
21	.3226	
22	.4032	.1251
23	.4032	.1563
24	.4032	.1563
	.3226	.1251
25	.3226	
26	.2346	.1251
27	.2346	.0910
28	.2346	.0910
29	.3226	.1251
30	.3226	.1251
31	.2346	.0910
32	.2346	.0910
	.3226	.1251

<u>Unit</u>	<u>Phase 1</u>	<u>Full Development</u>
33	.3226	.1251
34	.2346	.0910
35	.3519	.1364
36	.3226	.1251
37	.3226	.1251
38	.2346	.0910
39	.3519	.1364
40	.3226	.1251
41	.4580	.1776
42	.4510	.1749
43	.4580	.1776
44	.4510	.1749
45	.4580	.1776
46	.4510	.1749
47	.4580	.1776
48	.4510	.1749
49	.3226	.1251
50	.2346	.0910
51	.2346	.0910
52	.3226	.1251
53	.3226	.1251
54	.2346	.0910
55	.2346	.0910
56	.3226	.1251
57	.3226	.1251
58	.2346	.0910
59	.3519	.1364
60	.3226	.1251
61	.3226	.1251
62	.2346	.0910
63	.3519	.1364
64	.3226	.1251
65	.4580	.1776
66	.4510	.1749
67	.4580	.1776
68	.4510	.1749
69	.4580	.1776
70	.4510	.1749
71	.4580	.1776
72	.4510	.1749
73	.4580	.1776
74	.4510	.1749
75	.4580	.1776
76	.4510	.1749

25

<u>Unit</u>	<u>Phase 1</u>	<u>Full Development</u>
77	.4580	.1776
78	.4510	.1749
69	.4580	.1776
80	.4510	.1749
81	.4580	.1776
82	.4510	.1749
83	.4580	.1776
84	.4510	.1749
85	.4580	.1776
86	.4510	.1749
87	.4580	.1776
88	.4510	.1749
89	.4580	.1776
90	.4510	.1749
91	.4580	.1776
92	.4510	.1749
93	.4580	.1776
94	.4510	.1749
95	.4580	.1776
96	.4510	.1749
97	.3226	.1251
98	.4032	.1563
99	.4032	.1563
100	.3226	.1251
101	.3226	.1251
102	.3226	.1251
103	.3226	.1251
104	.3226	.1251
105	.4580	.1776
106	.4510	.1749
107	.4580	.1776
108	.4510	.1749
109	.3226	.1251
110	.3226	.1251
111	.3226	.1251
112	.3226	.1251
113	.3226	.1251
114	.4032	.1563
115	.4032	.1563
116	.3226	.1251

<u>Unit</u>	<u>Phase 1</u>	<u>Full Development</u>
117		
118	.3226	
119	.2346	.1251
120	.3519	.0910
121	.3226	.1364
122	.3226	.1251
123	.2346	.1251
124	.3519	.0910
	.3226	.1364
125		.1251
126	.3226	
127	.4032	.1251
128	.4032	.1563
	.3226	.1563
129		.1251
130	.3226	
131	.4032	.1251
132	.4032	.1563
	.3226	.1563
133		.1251
134	.3226	
135	.2346	.1251
136	.2346	.0910
137	.3226	.0910
138	.3226	.1251
139	.2346	.1251
140	.2346	.0910
	.3226	.0910
141		.1251
142	.3226	
143	.4032	.1251
144	.4032	.1563
	.3226	.1563
145		.1251
146	.3226	
147	.4032	.1251
148	.4032	.1563
	.3226	.1563
149		.1251
150	.4580	
151	.4510	.1776
152	.4580	.1749
	.4510	.1776
153		.1749
154	.4580	
155	.4510	.1776
156	.4580	.1749
	.4510	.1776

<u>Unit</u>	<u>Phase 1</u>	<u>Full Development</u>
157	.3226	.1251
158	.2346	.0910
159	.3519	.1364
160	.3226	.1251
161	.3226	.1251
162	.2346	.0910
163	.3519	.1364
164	.3226	.1251
165	.3226	.1251
166	.4032	.1563
167	.4032	.1563
168	.3226	.1251
169	.4580	.1776
170	.4510	.1749
171	.4580	.1776
172	.4510	.1749
173	.3226	.1251
174	.3226	.1251
175	.3226	.1251
176	.3226	.1251
177	.3226	.1251
178	.3226	.1251
179	.3226	.1251
180	.3226	.1251
181	.3226	.1251
182	.2346	.0910
183	.3519	.1364
184	.3226	.1251
185	.3226	.1251
186	.2346	.0910
187	.3519	.1364
188	.3226	.1251
189	.4580	.1776
190	.4510	.1749
191	.4580	.1776
192	.4510	.1749
193	.3226	.1251
194	.2346	.0910
195	.2346	.0910
196	.3226	.1251
197	.3226	.1251
198	.2346	.0910
199	.2346	.0910
200	.3226	.1251

<u>Unit</u>	<u>Phase 1</u>	<u>Full Development</u>
201		
202	.4580	
203	.4510	.1776
204	.4580	.1749
	.4510	.1776
205		.1749
206	.4032	
	.3226	.1563
207		.1251
208	.4580	
209	.4510	.1776
	.4580	.1749
210		.1776
211	.3226	
212	.4032	.1251
213	.4032	.1563
	.3226	.1563
214		.1251
215	.4580	
216	.4510	.1776
217	.4580	.1749
	.4510	.1776
218		.1749
219	.3226	
220	.4032	.1251
221	.4032	.1563
	.3226	.1563
222		.1251
223	.4580	
224	.4510	.1776
225	.4580	.1749
	.4510	.1776
226		.1749
227	.4580	
228	.4510	.1776
229	.4580	.1749
	.4510	.1776
230		.1749
231	.4580	
232	.4510	.1776
233	.4580	.1749
	.4510	.1776
234		.1749
235	.3226	
236	.3226	.1251
237	.3226	.1251
	.3226	.1251

29

<u>Unit</u>	<u>Phase 1</u>	<u>Full Development</u>
238	.4580	.1776
239	.4510	.1749
240	.4580	.1776
241	.4510	.1749
242	.3226	.1251
243	.3226	.1251
244	.3226	.1251
245	.3226	.1251
246	.3226	.1251
247	.2346	.0910
248	.3519	.1364
249	.3226	.1251
250	.3226	.1251
251	.2346	.0910
252	.3519	.1364
253	.3226	.1251
254	.3226	.1251
255	.2346	.0910
256	.2346	.0910
257	.3226	.1251
258	.3226	.1251
259	.2346	.0910
260	.2346	.0910
261	.3226	.1251
262	.3226	.1251
263	.2346	.0910
264	.3519	.1364
265	.3226	.1251
266	.3226	.1251
267	.2346	.0910
268	.3519	.1364
269	.3226	.1251
270	.4032	.1563
271	.3226	.1251
	<hr/> 100.0000	<hr/> 38.7773

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EXHIBIT "D"
TO DECLARATION
SUBMITTING PHASE 1 OF
SYLVAN HEIGHTS CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

A tract of land in Section 1, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, described as follows:

Beginning at a 3/4 inch iron pipe on the boundary line established by boundary line agreement recorded December 20, 1963, in Book 503, Page 126, Deed Records, between George Teufel, et ux, and Sunset Hills Memorial Park, from which pipe the east one-quarter corner of said Section bears South 88°58'22" East, 2,287.86 feet, and said pipe marking the northwest corner of the tract conveyed by said Teufels to Sunset Hills Memorial Park, an Oregon corporation, by Deed recorded December 16, 1963, in Book 502, Page 441, Deed Records; thence South 0°50'33" West, 270.21 feet on the boundary line established by said agreement to the northeast corner of the tract conveyed by Sunset Hills Memorial Park to George Teufel, et ux, by Deed Recorded in Book 502, Page 447, Deed Records; thence continuing South 0°50'33" West, 201.42 feet to the southeast corner of said tract; thence South 30°38'53" East, 339.12 feet to a point on the southwesterly line of the tract conveyed to Ivan Phipps by Deed Recorded February 23, 1950, in Book 303, Page 493, Deed Records; thence South 3°25'43" West, 527.81 feet to a 3/4 inch pipe; thence Southwesterly on the line of the tract conveyed by said Teufels to Sunset Hills Memorial Park following a curve to the left with a radius of 68.00 feet through a central angle of 58°58'50" a distance of 70.00 feet to a 3/4 inch iron pipe, the chord bearing and distance to said iron pipe being South 53°20'33" West, 66.95 feet; thence following a curve to the right with a radius of 136.00 feet through a central angle of 10°52'55" a distance of 25.83 feet to a 3/4 inch iron pipe on the north line of the tract conveyed to Leota H. French by Deed Recorded March 25, 1936, in Book 158, Page 552, Deed Records, the chord bearing and distance to said iron pipe being South 29°17'34" West, 25.79 feet; thence South 89°51'53" West, 274.10 feet along the north line of said French Tract to a 3/4 inch iron pipe at the northeast corner of a tract conveyed to George Teufel, et ux, by Deed Recorded December 16, 1963, in Book 502, Page 445 Deed Records; thence continuing along said North line South 89°51'53" West 111.05 feet; thence North 16°13'50" East 225.44 feet to a point of curvature; thence

EXHIBIT "D" 1 of 2

122079

425.90 feet along the arc of a 300.00 foot radius curve to the left through a central angle of $81^{\circ}20'28''$ to a point of tangency; thence North $65^{\circ}06'38''$ West 360.86 feet to a point of curvature; thence 206.95 feet along the arc of a 165.00 foot radius curve to the right through a central angle of $71^{\circ}51'48''$ to a point of compound curvature; thence 143.73 feet along the arc of a 280 foot radius curve to the right through a central angle of $29^{\circ}24'37''$; thence North $53^{\circ}50'13''$ West 30.00 feet; thence North $34^{\circ}48'40''$ East 140.74 feet to a point of curvature; thence 260.69 feet along the arc of a 125.00 foot radius curve to the left through a central angle of $119^{\circ}29'34''$ to a point of tangency; thence North $84^{\circ}40'54''$ West 142.59 feet to a point of curvature; thence 56.90 feet along the arc of a 25.00 foot radius curve to the right through a central angle of $130^{\circ}24'20''$; thence North $44^{\circ}16'34''$ West 4.29 feet to a point on the southerly right-of-way of S.W. Barnes Road, being County Road Number 1367; thence, following the southerly right-of-way of said S.W. Barnes Road, 79.64 feet along the arc of a 597.96 foot radius curve to the left through a central angle of $7^{\circ}37'52''$ to a point of tangency; thence North $38^{\circ}05'35''$ East 32.60 feet; thence South $51^{\circ}54'25''$ East 15.00 feet; thence North $38^{\circ}05'35''$ East 139.98 feet to a point of curvature; thence 132.32 feet along the arc of a 1472.40 foot curve to the left through a central angle of $5^{\circ}08'57''$; thence South $57^{\circ}03'23''$ East 10.00 feet; thence 17.70 feet along the arc of a 1482.40 foot radius curve to the left through a central angle of $0^{\circ}41'03''$ to a point of tangency; thence North $32^{\circ}15'35''$ East 182.96 feet; thence North $57^{\circ}44'26''$ West 10.00 feet; thence North $32^{\circ}15'35''$ East 227.60 feet to a point of curvature; thence 57.92 feet along the arc of a 676.19 foot radius curve to the right through a central angle of $9^{\circ}47'31''$; thence North $47^{\circ}56'55''$ West 10.00 feet; thence 129.44 feet along the arc of a 686.19 foot radius curve to the right through a central angle of $10^{\circ}48'29''$ to a point of tangency; thence North $52^{\circ}51'35''$ East 425.60 feet; thence South $1^{\circ}03'54''$ West 12.73 feet; thence North $52^{\circ}51'35''$ East 30.52 feet to a $3/4$ " iron pipe on the southerly right-of-way of said S.W. Barnes Road and on the said compromise boundary line between Teufel and Sunset Hills Memorial Park; thence departing from the southerly right-of-way of said S.W. Barnes Road, along said compromise boundary line, South $0^{\circ}50'33''$ West 1164.61 feet to the point of beginning.

EXHIBIT "D" 2 of 2