RIVER POINT CONDOMINIUMS
DECLARATION OF CONDOMINIUM OWNERSHIP

WHEREAS, NWT Development, LLC, an Oregon limited liability company, (the "Declarant") desires to submit the land herein described and all improvements now existing or hereafter to be constructed on such property to the provisions, restrictions, and limitations of the Oregon Condominium Act, ORS 100.005 through ORS 100.910;

NOW, WHEREFORE, in consideration of the mutual covenants and restrictions contained herein, it is declared as follows:

SECTION 1. DEFINITIONAL TERMS.

As set forth in this Declaration, the following terms are defined as follows:

A. "Association" is defined as the River Point Condominiums Home Owners Association, which is an Oregon nonprofit corporation.

B. "Common Expenses" is defined as expenses of administration, maintenance, repair, and replacement of the common elements, including deposits into the working capital fund and reserve fund, together with such expenses agreed upon as common by the Association in the manner set forth in the Bylaws or Declaration, and expenses declared common by ORS 100.005 to 100.625.

C. "Condominium" is defined as River Point Condominiums, including all buildings, improvements, and appurtenant rights and easements.

D. "Declarant" means NWT Development, LLC, an Oregon limited liability company.

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E. "Eligible Mortgage Holder" is defined as a holder of a first mortgage/trust deed on a unit who has requested notice of certain matters from the Association in accordance with the FNMA Conventional Home Mortgage Selling Contract Supplement.

F. "Manager" is defined as the person or firm, if any, hired by the Board of Directors of the Association to be in charge of the administration of and to manage the Condominium.

SECTION 2. NAME OF THE CONDOMINIUM.

The name by which the Condominium associated with this Declaration shall be known is River Point Condominiums.

SECTION 3. LAND DESCRIPTION.

This Declaration is subject to the provisions, restrictions, and limitations of the Oregon Condominium Act, as well as a fee simple interest in the land situated in Yamhill County, and more particularly described on attached Exhibit "A".

SECTION 4. UNIT AND BUILDING DESCRIPTIONS.

4.1 General Description of the Buildings. The Condominium shall consist of a total of sixteen (16) living units situated in sixteen (16) separate buildings, with each building being two (2) story wood frame structures. Each of the buildings will have Fiber Cement horizontal siding, with cedar shake gables on the front of the building. The roof of each building is composition shingle composed of 35 Year Atlas Pinnacle Black laminated dimensional shingles. The designation, location, and area in square feet of each unit are shown on Exhibit B and on the Plat.

4.2 The boundaries of the Units. Each unit is a separate building and shall be bounded by the exterior surfaces of its perimeter walls, foundations, and roofs, exclusive of any common elements. Each unit shall also include all wallboard, plasterboard, plaster, lathe, furring, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof as set forth herein. All other portions of the walls, floors or ceilings shall also be a part of the exclusive elements. In addition, each unit shall also include the following:

A. All spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames, and all other fixtures and improvements within the boundaries of the unit; and

B. All outlets of utility service lines, including but not limited to electricity, light, hot and cold water, heating, refrigeration, air conditioning, and waste and sanitary disposal within the boundaries of the unit, but shall not include any part of such lines or ducts themselves that are located outside of the boundaries of the unit.
The vertical and horizontal boundaries, dimensions, number designation, and location of each unit are shown on the plat which is being recorded simultaneously with this Declaration and which is made a part of this Declaration as if it was fully set forth herein.

SECTION 5.  COMMON ELEMENTS.

5.1  The General Common Elements.  The General Common Elements consist of all portions of the Condominium which are not part of a unit or a Limited Common Element, including but not limited to the aforesaid land, driveways, walkways, curbs, sidewalks, landscaping, and bike rack facilities; wooden fences, water mains, utility services (including the PGE vault) and utility lines up to the exterior of the unit; and all other elements of the building necessary or convenient to its existence, maintenance, and safety, or normally in common use which are identified as “GCE” on the River Point Condominiums Plat.

5.2  The Limited Common Elements.  The Limited Common Elements consist of the porches and yards associated with each unit, the use of such Limited Common Element is restricted to the Unit to which it is adjoined. The maintenance and repair of this Limited Common Element shall be the sole responsibility of the owner(s) of the Unit to which it is adjoined.

The Limited Common Elements shall also consist of the parking spaces, with two (2) parking spaces associated with each unit (with the parking spaces more particularly set forth on attached Exhibit "B"), with the spaces assigned to the unit to which it is adjoined and/or designated as set forth on Exhibit "B".

A. Any reassignment of and Limited Common Element parking must be done via an amendment to the Declaration that must be approved by the unit owners and mortgagees in accordance with Oregon law.

SECTION 6.  ALLOCATION OF INTEREST IN COMMON ELEMENTS.

Each unit shall have an undivided one-sixteenth (1/16) interest in the Common Elements, with the said interests in the Common Elements to be allocated equally to each unit. Such undivided interest in the Common Elements shall not be separated from the unit to which it appertains and shall be conveyed or encumbered with the unit even though such interest is not expressly set forth or described in the conveyance or other instrument. The Common Elements shall remain undivided, and no unit owner may bring any action for partition or division of any part thereof while the Condominium is subject to this Declaration, as any covenant to the contrary is void and unenforceable.

SECTION 7.  OWNERSHIP OF UNITS.

Each individual unit, together with its undivided interest in the Common Elements, if any, shall be owned by the unit owner and may be individually conveyed and encumbered and be the subject of ownership, possession, sale or other disposition as though it were solely and
entirely independent of the other units, and the said individual titles and interest shall be recordable. Each unit owner shall be entitled to the exclusive ownership, possession, and enjoyment of his unit, and each unit owner shall also be subject to all the rights and duties assigned to the unit owners under the terms of this Declaration and the Bylaws. When there are unsold units, Declarant shall also enjoy the same rights, and Declarant assumes the same duties as they relate to each individual unsold unit. Each unit owner has an unrestricted right of ingress and egress to his or her unit, as this right shall be perpetual so that it passes with the unit as transfers of ownership of the unit occur. Any conveyance, encumbrance, judicial sale or other transfer (whether voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the unit to which that interest is allocated is also transferred.

SECTION 8. TAXATION OF UNITS.

Each unit, with its allocation of undivided interest in the Common Elements, shall be considered a parcel of real property subject to separate assessment and taxation by any taxing unit in like manner as other parcels of real property as required by ORS 100.555. The Common Elements shall not be considered a separate parcel for purposes of taxation.

SECTION 9. VOTING RIGHTS.

Each unit shall be entitled to one vote. In the event that a unit is co-owned by two or more people, the unit shall only be entitled to one vote.

SECTION 10. MAINTENANCE, IMPROVEMENT, AND INTENDED USE OF UNITS.

Subject to ORS 100.535, a unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness, structural integrity, or safety of the Condominium, reduce the value thereof, impair any easement or hereditament, or increase the Common Expenses of the Association, unless the unit owner first obtains the written consent of the Board of Directors of the Association and all other unit owners. The units shall be used only for residential use and related purposes.

SECTION 11. USE AND MAINTENANCE OF COMMON ELEMENTS.

Each unit owner may use the Common Elements in accordance with the purposes for which they are intended, but the unit owner may not hinder or encroach upon the lawful rights of any of the other unit owners to use the Common Elements. The Common Elements may be used to provide utility services to the units at locations and on terms approved by the Board of Directors of the Association. As provided in ORS 100.405(5), the Association, through the Board of Directors, shall have the right to grant permits, licenses, and easements over the General and Limited Common Elements for utilities, roads, and other purposes necessary for the proper operation of the Condominium.

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The necessary work to maintain, repair or replace the General Common Elements, and additions or improvements to the Common Elements, shall be the responsibility of the Association and shall be effectuated as provided in the Bylaws. Notwithstanding anything contained in this Declaration to the contrary, any damage caused by the negligence or intentional act of a unit owner, or his or her invitee, guest or servant, or agent, shall be repaired by the Association at such owner's sole cost and expense.

Repair, maintenance, and replacement all parts of the interior and exterior of the Unit are the responsibility of individual owners, and exterior painting shall be the responsibility of the unit owner. The maintenance and repair of the Limited Common Element that consists of the patio and yard adjoining each unit shall be the sole responsibility of the owner(s) of the unit to which it is adjoined.

The Association shall have the right, to be exercised by the Board of Directors of the Association or any manager employed by the Board of Directors, to have access to each unit as may be necessary for the maintenance, repair or replacement of the Common Elements, to make emergency repairs therein necessary for the public safety, and to prevent damage to the Common Elements or to another unit or to abate any nuisance existing in any unit.

SECTION 12. MANAGEMENT OF AFFAIRS OF ASSOCIATION.

The affairs of the Association shall be governed and managed by a Board of Directors as provided in the Bylaws. The Board of Directors shall elect officers consisting of a Chairman, Secretary, and Treasurer. Pursuant to the terms and conditions set forth in the Bylaws and also pursuant to the Oregon Condominium Act, the Board of Directors may adopt administrative rules and regulations associated with details of the operation, maintenance, and use of the Condominium, and to prevent unreasonable interference with the use of the respective units and of the Common Elements by the several unit owners. The Board of Directors may also retain an individual or firm to act as Manager of the Condominium. Any such agreement shall provide for a term of three (3) years and may be terminated, with or without cause, upon ninety (90) days written notice to all parties affected. This individual or firm would be responsible for managing the real property and is required to be licensed with the Oregon Real Estate Agency.

The Board of Directors may also retain a management company to manage the affairs of the Condominium Association. This individual or firm would not manage the real property and would not be required to be licensed with the Real Estate Agency. Any such agreement shall provide for a term of three (3) years and may be terminated, with or without cause, upon ninety (90) days written notice to all parties affected.

SECTION 13. ADOPTION OF BYLAWS.

Pursuant to the requirements of the Oregon Condominium Act, the Declarant has adopted Bylaws, which are being recorded in the official recording records of Yamhill County, State of Oregon, to govern the administration of the Condominium. The said Bylaws may be amended from time to time as provided therein.
SECTION 14. COMPLIANCE WITH BYLAWS AND OTHER RESTRICTIONS.

Each unit owner shall comply with the Bylaws and with the administrative rules and regulations adopted thereto, and with the covenants, conditions, and restrictions in this Declaration and in the deed to his unit. Failure by a unit owner to comply therewith shall be grounds for an action maintainable by the Association or by an aggrieved unit owner, in addition to other sanctions which may be provided by the Bylaws or by the administrative rules and regulations. A unit owner shall also have similar rights of action against the Association.

SECTION 15. PERSON TO RECEIVE SERVICE OF PROCESS IN CERTAIN CASES.

The designated agent to receive service of process in cases provided in ORS 100.550(1), is named in the Condominium Information Report which will be filed with the Oregon Real Estate Agency pursuant to ORS 100.260.

SECTION 16. EASEMENTS AND OTHER INTERESTS.

Pursuant to ORS 100.405 (5), the Association has the authority to execute, acknowledge, deliver, and record on behalf of the unit owners leases, permits, easements, rights-of-way, licenses, and other similar interests affecting the General and Limited Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the maintenance or operation of the Condominium. The granting of any interest under this said Section shall be first approved by at least seventy-five percent (75%) of the unit owners. The instrument granting an interest pursuant to this said section shall be executed and acknowledged by both the Chairman and Secretary, and shall state that such granting was approved by at least seventy-five percent (75%) of the unit owners.

SECTION 17. RECEIPTS AND EXPENSES.

All income and profits derived from the General Common Elements shall be distributed among and all Common Expenses shall be charged to the unit owners equally as to each unit owner. No unit owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his unit.

A working capital fund shall be established for the initial months of the Condominium operation equal to Declarant's estimate of two months' monthly Association regular assessments. Each unit's share of the working capital fund shall be non-refundable, and shall be collected and transferred to the Association at the time of closing of the initial sale of each unit and maintained in a segregated account for the use and benefit of the Association. The purpose of the fund is to ensure that the Association shall have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the working capital fund shall not be considered as advance payments of regular assessments. Declarant shall not use the working capital funds to defray any of its expenses, reserve contributions or construction costs, or to make up any budget deficits.
while it is in control of the Association.

SECTION 18. LIEN OF ASSOCIATION AGAINST UNIT.

The Board of Directors shall have the authority and the duty to levy and enforce the collection of general and special assessments for Common Expenses. Whenever the Association levies any assessment for Common Expenses against a unit, the Association, upon complying with this section, shall have a lien upon the individual unit and the undivided interest in the Common Elements appertaining to such unit for the reasonable value of such Common Expenses allocable to such unit and for any unpaid assessments and interest as provided in ORS 100.450, plus costs and reasonable attorney fees, and the lien shall be prior to all other liens or encumbrances upon the unit, except for:

A. Tax and public improvement assessments liens and a prior mortgage or trust deed of record, subject to ORS 100.450(7).

Each assessment shall be a separate and personal debt and obligation of the unit owner against whom the same is assessed at the time the assessment fell due and shall be collectible as such. Such personal obligation shall not pass to successors in title unless assumed by them or required by law. The Association shall cause to be recorded in Yamhill County, Oregon, a notice of lien claim pursuant to ORS 100.450 with respect to any assessment which has not been paid within thirty (30) days from the mailing of the notice of assessment. The notice of lien claim shall be filed within ten (10) days following the expiration of such 30-day period. The Association shall be entitled to recover, in any suit to foreclose or action to recover a money judgment for unpaid Common Expenses, interest on the delinquent assessment at the rate of twelve percent (12%) per annum and costs, including reasonable attorney fees in such suit or action or any appeal therefrom.

A lien for Common Expense assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage or trust deed or a deed in lieu of foreclosure to the extent permitted by ORS 100.465 shall extinguish and foreclose a subordinate lien for assessments which become payable prior to such sale or transfer. Any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all units as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit from the lien of, an assessment made thereafter.

In case of foreclosure, the unit owner shall be required to pay a reasonable rental for the unit, and the plaintiff in the foreclosure suit shall be entitled to the appointment of a receiver to collect the rental, without regard to the value of the security. An action to recover a money judgment, together with reasonable attorney fees for unpaid Common Expenses, may be maintained without foreclosing or waiving the lien securing the claim for common proceeds.

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SECTION 19. POWER OF CONDOMINIUM MANAGER TO BID AT FORECLOSURE SALE.

In any suit to foreclose a lien of the Association against a unit, the Board of Directors or the manager, acting on behalf of the unit owners, shall have power to bid on the unit at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The Board of Directors or the Manager, acting on behalf of the unit owners, is prohibited from bidding on or otherwise acquiring a unit in any other foreclosure suit.

Nothing in this section shall prohibit an individual unit owner or owners from bidding on or otherwise acquitting a unit in any other foreclosure suit.

SECTION 20. INSURANCE.

The Association, by and through the Board of Directors, shall obtain and keep in effect at all times insurance coverage as specified in the Bylaws. The Board of Directors shall not be responsible for procuring fire and extended coverage insurance covering the furniture, fixtures, equipment or contents located in the individual units. The insurance obtained by the Association, by and through the board of directors, as required by this section, shall be a Common Expense.

SECTION 21. DAMAGE OR DESTRUCTION.

If any building within the Condominium is damaged or destroyed, the Board of Directors shall immediately proceed to rebuild and restore the building so damaged or destroyed in accordance with the Bylaws.

SECTION 22. EASEMENTS FOR ENCROACHMENT.

If any part of the Common Elements now or hereafter encroaches upon any unit, or if any unit now or hereafter encroaches upon any other unit or upon any portion of the Common Elements, an easement for such encroachment and the maintenance thereof, as long as it continues, shall exist. In the event a unit or a building containing units shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the Common Elements upon any unit, any unit upon any other unit, or upon any portion of the common elements due to the construction, shall be permitted as set forth in ORS 100.520, and easements for such encroachments and the maintenance thereof shall exist.

SECTION 23. MORTGAGEE PROTECTION.

The liens created hereunder upon any unit shall be subject to and subordinate to, and shall not affect the rights of or the holder of the indebtedness secured by any recorded first mortgage or deed of trust (defined as a mortgage with first priority over other mortgages) upon such interest made in good faith and for value. After repossess or the foreclosure of any such mortgage, there may be a lien created pursuant to Section 19 hereof on the interest of the owner of the unit or of the purchaser at such foreclosure sale to secure all assessments, whether regular
or special, assessed hereunder after the date of such repossession or foreclosure sale, which lien, if any is claimed, shall have the same effect and be enforced in the same manner as provided herein.

The holder, insurer or guarantor of the mortgage on any unit shall have the right to timely written notice of: (1) any condemnation or casualty loss that affects either a material portion of the Condominium or the unit securing its mortgage; (2) any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage; (3) a lapse, cancellation or material modification of any insurance policy maintained by the Association; and (4) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

The mortgage holder, insurer, or guarantor must send a written request for this information to the Association, stating both its name and address and the unit number or address of the unit on which it has (or insures or guarantees) the mortgage in order to obtain the foregoing information.

No amendment to this section shall affect the rights of or the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

SECTION 24. LIMITS ON USE OF UNITS AND COMMON ELEMENTS.

The units shall only be used for residential purposes and related uses. Any lease or rental agreement with respect to a unit must be in writing and be subject to the requirements of this Declaration and the Association. Nothing shall be done, kept, or stored in any unit or in the Common Elements which will increase the rate of insurance on the Condominium without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done, kept, or stored in his unit or in the Common Elements which will result in the cancellation of the insurance on any part of the Condominium. The Board of Directors shall have the power to adopt rules and regulations for use of the Common Elements, and there shall be no violation of such rules. No automobile maintenance or repair shall be permitted on the Common Elements.

SECTION 25. AMENDMENT.

Except as otherwise provided in the Oregon Condominium Act, no amendment may change the allocation of undivided interest in the Common Elements, the method of determining liability for Common Expenses, the right to common profits or the voting rights of any unit as expressed in this Declaration, unless such amendment has been approved by the owners of the affected units, and such unit owners shall record an amendment to this Declaration setting forth the altered allocation of each unit owner having an interest and, if required by law, the amendment is approved by the Real Estate Commissioner pursuant to ORS 100.135.

Except as provided herein or in ORS 100.105, this Declaration may be amended consistent with the provisions of the Oregon Condominium Act by the affirmative vote of seventy-five percent (75%) of the voting rights at the annual meeting of the Association, or at
any special meeting called for such purpose, or by written proxy or written consent of seventy-five percent (75%) of the voting rights. Such amendment shall be effective upon the recordation of an instrument executed and acknowledged by the Chairman and Secretary of the Association with the Yamhill County Recording Officer, setting forth such amendment in full and the amendment is approved by the Real Estate Commission pursuant to ORS 100.135.

Except as provided herein:

A. This Declaration and Plat may be amended to change a General Common Element to a Limited Common Element or change the boundary of a Limited Common Element with the approval of at least seventy-five percent (75%) of the unit owners and approval of the owners of all units to which the Limited Common Element appertains.

Except as provided herein and in the Oregon Condominium Act, an amendment that changes the boundary of the property or a Unit shall be approved by all Unit owners. Such amendment shall constitute a conveyance and shall include words of conveyance. In addition to the certification required as set forth above, an amendment to the boundary of a Unit shall also be executed by the owners of all affected Units.

C. An amendment that adds property owned by the Association to the Condominium as a Common Element shall constitute a conveyance and shall:

1). Be approved by at least seventy-five percent (75%) of the unit owners;
2). Contain words of conveyance;
3). Be executed by the Chairman and the Secretary of the Association on behalf of the unit owners and be certified as set forth above; and
4). Be accompanied by a plat amendment in accordance with ORS 100.115.

An amendment of a material nature must also be approved by eligible mortgage holders who represent at least fifty-one percent (51%) of the votes of units that are subject to mortgages held by eligible mortgage holders. An amendment will be regarded as material if it is material under the applicable provisions of the FNMA Selling Guide.

SECTION 26. ADMINISTRATIVE CONTROL.

Until the date of conveyance to persons other than Declarant of seventy-five percent (75%) of the units, or until three (3) years following conveyance of the first unit, whichever occurs earlier:

A. Declarant may appoint and remove officers and members of the Board of Directors of the Association,

B. Notwithstanding the terms and conditions of Section 9 as set forth above, Declarant shall have two (2) votes with respect to each unit owned by Declarant.
C. Declarant shall have the right to exercise all the powers of the Board of Directors under this Declaration and the Oregon Condominium Act, except that Declarant may not bind the Association, prior to passage of control, either directly or indirectly to contracts or leases, including a management contract, unless the Association is provided with a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days written notice to the other party thereto.

D. This Declaration and the Bylaws shall not be amended without Declarant's consent, and

E. Declarant shall have the right to occupy the Common Elements in connection with its construction activities so long as such activities do not unreasonably interfere with use of the Common Elements by other unit owners.

SECTION 27. TERMINATION OF LEGAL STATUS.

Termination of the legal status of the Condominium for reasons other than substantial destruction of the Condominium must be approved as set forth in ORS 100.600.

SECTION 28. MISCELLANEOUS.

These condominiums are not flexible condominiums and do not contain variable property.

IN WITNESS WHEREOF, the undersigned has executed this DECLARATION this 17th day of July, 2007.

NWT Development, LLC, an Oregon limited liability company

By: Mike Willeats
Its: Managing Member

(Notarial acknowledgments continued on next page.)
State of Oregon

County of Yamhill

Personally appeared the above-named Mike Willcuts before me who stated that he was the managing member of NWT Development LLC and that he had the authority of the other members to execute this said document and who acknowledged that execution of the foregoing instrument to be his voluntary act and deed.

Subscribed and sworn to before me this 12th day of July, 2007.

Angela N. Simerly
Notary Public for Oregon
My commission expires: 11-16-2010

The foregoing DECLARATION is approved pursuant to ORS 100.110 this 6th day of July, 2007 and in accordance with ORS 100.110 (7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.

Gene Bentley
Yamhill County Assessor
By: 

The foregoing DECLARATION is approved pursuant to ORS 100.100 this 11th day of July, 2007.

David Law
Yamhill County Tax Collector
By: 

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Exhibit A
Matt Dunckel & Assoc.

Date: 26 June 2007

RIVER POINT CONDOMINIUMS - Legal Description

A tract of land in Section 20, Township 3 South, Range 2 West, City of Newberg, Yamhill County, Oregon, being that tract of land described in deed from COYOTE HOMES INC. to NWT DEVELOPMENT, LLC and recorded in Instrument 200501257, Yamhill County Deed Records, the boundary of which is described as follows:

Beginning at the southeast corner of said NWT DEVELOPMENT, LLC tract, which is on record as beginning an iron rod that is South 89°24′23″ West 70.00 feet parallel with north line of the Joseph B. Rogers Donation Land Claim No. 55 and West 30.00 feet from a stake set in the center of the county road (River Street) leading from Newberg South to Rogers Landing, said stake being 21.42 chains north of a stake at the southeast corner of a tract of land deeded by EDWIN POPPLETON and Wife to JESSE EDWARDS; thence North 00°35′16″ West 87.30 feet to an iron rod; thence North 89°24′23″ East 70.00 feet to an iron rod on the west margin of River Street; thence North 00°35′16″ West 35.00 feet along said west margin to an iron rod; thence South 89°24′23″ West 87.45 feet to an iron rod; thence North 00°35′16″ West 114.44 feet to an iron rod at the northeast corner of said to NWT DEVELOPMENT, LLC tract; thence South 89°23′20″ West 243.90 feet to the northwest corner of said tract; thence South 00°35′16″ East 236.66 feet to the southwest corner of said tract; thence North 89°24′23″ East 261.35 feet along the south line of said tract to the point of beginning.
### EXHIBIT B TO DECLARATION OF RIVER POINT CONDOMINIUMS

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