DECLARATION OF UNIT OWNERSHIP

OF

TERRA TEMPO CONDOMINIUM

THIS DECLARATION, made this 4th day of February, 1981, by RICARDO R. SARDINA, CONRADO LOPEZ and JOSE M. CALDERON, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the entire real property situated in the City of McMinnville, County of Yamhill, State of Oregon, described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, Declarant plans to construct certain condominium buildings and other improvements upon the real property described in Exhibit "A" Phase 1; and

WHEREAS, Declarant desires to submit such real property to the provisions of the Oregon Unit Ownership Law and further desires to subject such property, plus future additions thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of such property and its present and subsequent owners as hereinafter specified;

NOW, THEREFORE, Declarant hereby declares that the fee simple interest in the property described in Exhibit "A" Phase 1, shall be held, sold, used and conveyed subject to the following easements, covenants, restrictions, charges and liens, hereinafter sometimes referred to as "covenants and restrictions". Such covenants and restrictions shall run with the property and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Declarant hereby accepts the definitions set forth in ORS 91.500 unless the context clearly indicates a different meaning therefor. In addition, the following terms shall be defined as hereinafter set forth:

1.1 "Association" shall mean TERRA TEMPO CONDOMINIUM UNIT OWNERS ASSOCIATION, which is an unincorporated association of unit owners.

1.2 "Board of Directors" shall mean the board of directors of the Association.

1.3 "Condominium" shall mean the entire estate in the real property owned by an owner, consisting of an undivided interest in the general common elements, any limited common elements and all appurtenances thereto, and ownership of a separate interest in a unit.

1.4 "Declaration" shall mean this instrument, its amendments and supplements thereto.

1.5 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any unit situated upon the properties, but shall not mean a mortgagee. Declarant shall be considered an owner with respect to any unsold units.

1.6 "Properties" shall mean the real property subject to this Declaration described hereinafter in Section 2.1.

1.7 "Unit" shall mean a specific improvement and elements of a condominium upon the properties, but excluding general common elements. Each such unit is shown on the plot plan attached hereto as Exhibit "B" and by this reference incorporated herein.

1.8 "Institutional Holder" shall mean a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity charted under federal or state laws, any corporation or insurance company, or any federal or state agency.

1.9 "Mortgage" shall include a Deed of Trust.

1.10 "Mortgagee" shall include the beneficiary under a Deed of Trust.

ARTICLE II

Property Subject to the Declaration

2.1 The real property which is subject to this Declaration is located in the City of McMinnville, Yamhill County, Oregon, and is described in Exhibit "A" Phase 1, attached hereto and by this reference made a part hereof.

ARTICLE III

Name, General Description and Boundaries

3.1 Name. The name by which the properties shall be known is TERRA TEMPO CONDOMINIUM.

3.2 General Description of Units. The project consists initially of two two-story buildings containing four units each. When all phases are completed, there will be 32 units in eight two-story buildings of four units each, and two two-story buildings of three units each. Each unit is of wood frame construction, with a continuous cement foundation and no basement. The general location of each unit designation and all other data necessary for proper identification of each unit is set forth in Exhibit "B". Parking spaces are indicated on Exhibit "B". Each unit will be assigned one of the parking spaces at the time of the initial sale of the unit, such parking space to be a limited common element as set forth in Section 5.2 of Article V. Unassigned parking spaces will be general common elements.

3.3 Boundaries. 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 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. The dimensions, design and approximate area of each unit are set forth in the attached floor plans marked Exhibit "D" and by this reference made a part hereof.

ARTICLE IV

Development in Phases

4.1 Declarant proposes to develop the project in nine phases and annex each phase when completed. Each phase shall contain no more than the following number of units:

4.1.1 Phase 1: Two buildings with four units each.

4.1.2 Phase 2: One building with four units.

4.1.3 Phase 3: One building with three units.

4.1.4 Phase 4: One building with four units.

4.1.5 Phase 5: One building with four units.

4.1.6 Phase 6: One building with four units.

4.1.7 Phase 7: One building with four units.

4.1.8 Phase 8: One building with four units.

4.1.9 Phase 9: One building with three units.

4.2 Each unit will be entitled to a percentage ownership interest in the common elements determined by the ratio by which the approximate area of a particular unit bears to the total approximate area of all units combined. The percentage of interest in the common elements of units in each phase will change when the succeeding phases are annexed to TERRA TEMPO CONDOMINIUM. A chart showing the percentage of interest in the ~~general~~ common elements of each unit upon the filing of this Declaration and after the annexation of each phase is set forth in Exhibit "C", attached hereto and by this reference made a part hereof.

4.3 No additional common elements which Declarant proposes to annex at each phase of development will substantially increase the proportionate amount of the common expenses payable by existing unit owners.

4.4 Declarant reserves the right to limit the TERRA TEMPO CONDOMINIUM to less than nine phases and fewer than 38 units. In order to limit TERRA TEMPO CONDOMINIUM to fewer than nine phases or fewer than 38 units, Declarant may file a Declaration in Yamhill County, Oregon, prior to January 1, 1987, so stating. In any event, no additional phases shall be added to TERRA TEMPO CONDOMINIUM after seven years following the recording of this Declaration. The recreational amenities shall be completed as a part of the last phase, unless done earlier.

4.5 The order of proposed phases of development may be changed without the necessity of complying with Section 19.2 below.

ARTICLE V

Common Elements

5.1 General Common Elements. General common elements shall include all walls, roofs, foundations and grounds, and shall in general consist of all portions of the structures and improvements which are not otherwise designated as units or limited common elements.

The percentage of the interest of each unit owner in the common elements is set forth in Exhibit "C", attached hereto and by this reference incorporated herein. No owner's individual interest in the common elements shall be separated from the unit to which it appertains, and each such individual interest shall be conveyed or encumbered with such unit, though such interest is not expressly

mentioned or described in the conveyance of such unit.

5.2 Limited Common Elements. The patios and the decks, if any, shall be limited common elements assigned to the units to which they are attached. As each phase is developed, one parking space for each unit will be a limited common element which is assigned to that individual unit, by the applicable supplemental declaration, and shall be reserved for the sole use of each unit designated, and such assignment can only be changed in accordance with ORS 91.563(4) and the approval of the Board of Directors. The parking designations for Phase 1 are shown on Exhibit "B" attached hereto and by this reference made a part hereof.

5.3 Common Elements to Remain Undivided. Common elements shall remain undivided, and no owner shall bring any action for partition or division of any part thereof while the properties are subject to this Declaration.

ARTICLE VI

Uses and Limitations of Each Building and Unit

6.1 Use of Units. Each unit is intended for use as a private residence for the owner, his family and guests, except that each owner shall be permitted to rent or lease his unit as an apartment during periods when he shall not be occupying such unit. No lease or rental of a unit shall excuse the owner from payment of any charges and assessments to which his unit is subject pursuant to this Declaration.

6.2 Limitation on Use. The following restrictions are applicable to the use of any units:

6.2.1 No unit shall be used for any purpose other than residential purposes. With the exception of an institutional holder in possession of a condominium unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner shall be permitted to rent or lease his unit for transient or hotel purposes. No unit owner may lease or rent less than the entire unit. Any lease or rental agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure

by the Lessee to comply with the terms of such documents shall be a default under the lease. All leases and rental agreements shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any unit owner to lease or rent his unit.

6.2.2 No animals or fowls shall be raised, kept or permitted upon the Properties or any part thereof, excepting only domestic cats and one dog for each unit and excepting caged pet birds kept within the unit, providing such cats, dogs and pet birds are not permitted to run at large, are kept and maintained in strict accordance with all regulations of the Association and are not kept, bred or raised for commercial purposes or in unreasonable numbers.

6.2.3 No noxious or offensive activities shall be carried on in any unit or in any part of the general common elements, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

6.2.4 No trucks, campers, trailers or boats shall be parked or permitted to remain in any portion of the general/common elements, except in such specific parking areas as may be assigned by the Association to such recreational vehicle.

6.2.5 No owner or occupant shall remove or significantly alter any tree, shrub or any other improvement in any portion of the general common elements unless permission in writing is first granted by the Association.

6.2.6 Nothing shall be done or kept by any owner or occupant in any unit or in the common elements which will increase the rate of insurance on the common elements without written consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any unit or on any part of the common elements, or which would be in violation of any law.

6.2.7 All parts of the general common elements, including walks and parking areas, are for the use of owners on an equal basis. It shall be the responsibility of each owner to allow maximum ease of pedestrian and vehicular ingress and egress over walks and parking areas allowing no obstruction or barrier on, across or adjacent to sidewalks and parking areas.

6.2.8 In addition to all other remedies available for the enforcement

of these covenants and restrictions, the Board of Directors shall have the power to establish, assess and collect fines for any and all violations.

ARTICLE VII

General Limitation on Use of Common Elements

7.1 Each owner's right to the use of the general common elements shall be subject to the following limitations:

7.1.1 The right of the Association to limit the number of guests permitted to use the facilities which are a part of the general common elements.

7.1.2 The right of the Association to charge reasonable admission and other fees for the use of any facility which is a part of the general common elements, and to promulgate reasonable rules and regulations in regard to the use of such facilities.

7.1.3 The right of the Association to suspend the enjoyment rights of any owner, member of his family, guest or tenant for any period during which any assessment remains unpaid and for any period not to exceed thirty days for any infraction of published rules and regulations.

ARTICLE VIII

Service of Process

8.1 The name of the person to receive service of process in the cases provided in ORS 91.578(1) is RICARDO R. SARDINA and his residence within Yamhill County, Oregon, is 1033 Ford Street, McMinnville, Oregon 97128.

ARTICLE IX

Rights and Obligations of Unit Owners, Covenants for Payment of Share of Common Expenses, Reserves, Special Assessments and Rights of Institutional Holders

9.1 Voting Rights. The owner of a unit shall have voting rights equal to the unit's allocation of undivided interest in the common elements, as herein set forth.

9.2 Distribution of Expenses and Profits. The Common profits of the property shall be distributed among, and the common expenses shall be charged to the unit owners according to the allocation of undivided interest of each unit in the common elements.

9.3 Creation of Lien and Personal Obligation. Each owner upon acceptance of the deed to a unit, whether or not it shall be so expressed in any such deed

or other conveyance, shall be deemed to covenant and agree to pay to the Association:

9.3.1 His proportionate share of common expenses as determined by annual assessments or charges.

9.3.2 His proportionate share of reserves as determined in accordance with Section 9.6.

9.3.3 Special assessments for capital improvements may be fixed, established and collected from time to time as hereinafter provided.

9.3.4 Fines assessed pursuant to Section 6.2.8 of Article VI of these covenants and restrictions. Such annual and special assessments, reserves and fines, together with interest thereon and cost of collection thereof as hereinafter provided shall be a continuing lien against the condominium of any owner to whom such assessment and/or fine applies and shall also be the personal obligation of the person who is the owner of such condominium at the time when the assessment and/or fine falls due.

9.4 Purpose of Annual Assessments. The annual assessment levied by the Association shall be for the purpose of paying the excess of common expenses over common income and shall be deemed exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners, and in particular for the improvement and maintenance of property, services and facilities devoted to this purpose and related to the use and enjoyment of the common elements. Without limiting the generality of the foregoing, assessments for common expenses may be used to pay for the cost of leasing facilities for the use of owners, for the cost of water and garbage removal, for the payment of insurance ~~and~~ ~~ad valorem taxes~~ upon the common elements and for the maintenance of the general and limited common elements.

9.5 Basis of Annual Assessment. Unless changed by the membership as hereinafter provided, the maximum annual assessment for each of the units shall be $720.00 per year. The Board of Directors may, after consideration of current maintenance costs, income of the Association, and its financial requirements, fix the actual annual assessment at an amount less than the maximum. Upon vote of the membership as hereinafter provided, the Association may change the maximum annual assessment fixed by this section prospectively.

9.6 Reserves. In addition to the annual assessment provided hereinabove, the Board of Directors shall establish such reserves as good business judgment warrants for the improvement, repair or other needed expenditures of maintenance and replacement of the common elements. To fund such reserves, the Board of Directors shall levy a monthly reserve fund assessment. All such reserves shall be held by the Board of Directors as trustees, in trust for the owners as their contribution thereto shall appear, and shall not become the funds of the Association until the expenditures for which such reserve is created has become due and payable. Unless changed by the membership as hereinafter provided, the maximum monthly reserve fund assessment for each of the units shall be $40.00 per month. The Board of Directors may, after due consideration, fix the actual monthly reserve fund assessment at an amount less than the maximum. Upon vote of the membership as hereinafter provided, the Association may change the maximum monthly reserve fund assessment fixed by this section prospectively.

9.7 Special Assessments for Capital Purposes. Upon vote of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments and monthly reserve fund assessments, a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the common elements including necessary fixtures and personal property related thereto.

9.8 Rate of Assessment. All assessments must be fixed on a prorata basis according to the percentage interest of each unit owner in the common elements as provided in Exhibit "C".

9.9 Voting and Notices for Special Assessment and Change of Maximum Assessment and Maximum Reserve Fund Assessment. Any special assessment or change in maximum annual assessment and/or maximum reserve fund assessment must have the assent of two-thirds of the total number of votes in the Association at a meeting duly called for that purpose, written notice of which shall be sent to all such owners at least thirty days in advance of the date of such meeting, setting forth the purpose of the meeting; provided, however, that the amount of the maximum annual assessment set forth hereinabove, and the amount of the maximum reserve fund set forth hereinabove, shall be automatically increased annually by the percentage increase in the U. S. Bureau of Labor Statistics, All Urban

Series, Consumer Price Index, at the end of the calendar year over the same Index at the beginning of the calendar year. In the event said Index is no longer published at any applicable date, a substituted Index shall be designated by the Board of Directors.

9.10 Date of Commencement of Annual Assessments. The initial annual assessment for the excess of common expenses over common income shall commence on the first day of the first month after the first unit has been sold and the unit deed on such sale has been recorded, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on January 15 of such year or such other date or dates fixed by the Board.

The amount of the initial annual assessment for the first year in which assessments are made shall be prorated on a calendar-year basis according to the date of the first assessment. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

9.11 Date of Commencement of Reserve Fund Assessment. The initial monthly reserve fund assessment shall commence on the first day of such month as determined by the Board of Directors and shall be in the amount determined by the Board of Directors in accordance with the provisions set forth herein.

9.12 Duties of the Board of Directors. The Board of Directors shall fix the amount of the assessments against each unit for each assessment period and give the owner subject to such assessments written notice of such assessments at least thirty days in advance of the due date thereof, and the Board of Directors shall cause to be prepared a roster of the condominiums and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

The Association shall upon demand at any time furnish to any owner liable for an assessment a letter signed by an officer of the Association setting forth whether the assessment or assessments have been paid. Such letter shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

9.13 Effect of Non-Payment of Assessments. If an assessment and/or fine is not paid on the date when due, such assessment and/or fine shall become delinquent and shall, together with interest thereon and cost of collection thereof

as hereinafter provided, continue as a lien on the condominium against which such assessment and/or fine was made, and the Association shall comply with the provisions of ORS 91.546 with respect to such lien. The personal obligation of the then owner to pay such assessments and fines, however, shall remain his personal obligation and the successor in title shall be liable therefor as provided in ORS 91.551(2). If the assessment and fines are not paid within thirty days after the delinquency date, the assessment and fines shall bear interest from the date of delinquency at the rate of ten percent per annum and the Association may bring an action at law against the owner personally obligated to pay the same, or to foreclose the lien against the property.

In the event a judgment is obtained in favor of the Association, such judgment shall include interest on the assessments and fines as above provided and a reasonable attorney's fee to be fixed by a court at either a trial or an appellate court level together with the costs and disbursements incurred. Any rentals received by the Association for the use of the unit may be applied to such assessments and fines at the option of the Board of Directors.

9.14 Effect of Failure of Board of Directors to Set Assessment. The omission by the Board of Directors, before the time set herein, to fix any assessment hereunder shall not be deemed a waiver of or modification in any respect of the provisions of the Declaration or a release of the owner from the obligation to pay an assessment or any installment thereof, but the assessment fixed for the preceding period shall continue until a new assessment is fixed.

9.15 Overassessment. At the end of each fiscal year of the Association, the Board of Directors shall cause to be repaid promptly to each owner any amount by which his annual assessment during the fiscal year shall have exceeded the amount necessary to fund the difference between the common expenses and common income of the Association during such fiscal year. In lieu of refunding such overassessment in cash, the Board of Directors may credit the amount of such overassessment over against the owner's assessment for the succeeding fiscal year.

9.16 Subordination of the Lien to Mortgages. The lien of the assessments and fines provided for herein shall be subordinate to the lien of any mortgage except for claims for a prorata share of such assessments and fines resulting from a prorata re-allocation of such assessments or fines to all project units

including the mortgaged units, provided, however, that such subordination shall apply only to the assessments and fines which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments and fines thereafter becoming due, nor from the lien of any such subsequent assessments and fines. Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, trust deed or other security interest, will take the unit free of any claims for unpaid assessments and fines against the unit which accrue prior to the date of the foreclosure. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment which does not join in the execution thereof.

9.17 Right of Institutional Holder to Vote at Association Meetings Under Certain Circumstances. If the institutional holder of any unit owner detemines that the Board of Directors are not providing an adequate maintenance, repair, and replacement program for the project, as required in Paragraph 9.6, such institutional holder, at its option, may deliver a written notice to the Board of Directors by delivering the same to the registered agent required pursuant to ORS 91.578(1), setting forth the particular defect that it believes exists in the maintenance, repair, and replacement program. If the specified defects are not corrected within 90 days subsequent to the receipt of such notice, then the institutional holder, 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 of Unit Owners and to cast a vote for each unit on which it holds a mortgage lien on all business coming before such meeting, which said proxy rights shall continue until the defects listed on the aforementioned notice are corrected.

9.18 Prior Written Approval of Institutional Holders Required Under Certain Circumstances. The prior written approval of each institutional holder of a first mortgage, deed of trust or equivalent security interest, hereinafter called "first mortgage", on each unit will be required for the following:

9.18.1 The abandonment or termination of the project, except for abandonment or termination 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;

9.18.2 Any material amendment to the Declaration or to the Bylaws of the Unit Owners Association, including, but not limited to, any amendment which would change the percentage interests of the unit owners;

9.18.3 The effectuation of any decision by the Unit Owners Association to change from self-management to professional management, or the reverse;

9.18.4 The partitioning or subdividing of any unit; provided, that this sub-paragraph shall not in any way permit the partitioning or subdividing of any unit unless such is permitted under the laws of the State of Oregon and this Declaration.

9.19 Additional Rights of Institutional Holders. The Unit Owners Association shall give to each institutional holder of a first lien prompt notice of any default by the applicable unit owner under this Declaration, which default is not cured within thirty (30) days.

Each institutional holder shall have the right to examine the books and records of the Unit Owners Association and to require submission of annual reports and other financial data.

Each institutional holder shall be entitled to notice of all meetings of the Association and the right to attend such meetings upon written request to the Board of Directors.

If any unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice thereof shall be forthwith sent by the Board of Directors to the institutional holder of any first mortgage on any applicable unit.

In the event of substantial damage to or destruction of any unit or any part of the common elements, notice thereof shall be forthwith sent by the Board of Directors to the institutional holder of any first mortgage on any applicable unit. Substantial damage shall mean damage to a unit in excess of $1,000.00 or damage to the common elements in excess of $10,000.00.

ARTICLE X

Owner's Obligation to Repair

10.1 Each owner shall at the owner's expense keep the interior of his unit, its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance and condition of such unit. In addition, the owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, fans, heaters, heating equipment, lighting fixtures, refrigerators, dishwashers, disposals, or ranges that may be in or connected with his unit.

10.2 All draperies shall be either white or lined with white material.

10.3 The Board of Directors and manager shall not be responsible to the owner for loss or damage by theft or otherwise of articles which may be stored by the owner in any portion of his unit.

ARTICLE XI

Restrictions on Maintenance, Construction and Improvement

11.1 Permission Required for Alterations. Owner shall not without first obtaining written consent of the Board of Directors make, or permit to be made, any structural alterations, improvements, subdivisions, or additions in or to his unit, or in and to the exterior of the building in which his unit is located or other general common elements. Owner shall not paint or decorate any portion of his deck, patio or other exterior portion of his unit without first obtaining the written consent of the Board of Directors.

11.2 Mailboxes. The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to the approval of the Board of Directors.

11.3 Signs. No sign or other advertising device of any character shall be erected on any unit or maintained upon any part of the properties except one sign not larger than 18 inches by 24 inches advertising a unit for sale or for rent. Signs advertising the property for sale or for rent by a real estate broker shall not be permitted. Provisions of this section are not applicable to Declarant.

11.4 Antennas and Aerials. All outside television and radio antennas and aerials are prohibited without express written consent of the Association.

ARTICLE XII

Easements and Encroachments

12.1 Reservation of Easements. Declarant hereby grants to the Association and reserves to Declarant, Declarant's successors, heirs and assigns, perpetual easements under, over and across all general common elements for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchorages and conduits for lighting, heating, power, telephone, television transmission, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of such common elements. Declarant reserves and grants to the Association /the right to cut and/or trim any tree or other growth upon such common elements which may interfere with or menace the construction, maintenance or operation of such utilities.

12.2 Granting of Easements, Etc. The Association shall have the authority to execute, acknowledge, deliver and record on behalf of the unit owners easements, rights-of-way, licenses and other similar interests affecting the general common elements, pursuant to ORS 91.527.

12.3 Easements to Association. There is hereby granted to the Association, its agents and servants an easement in gross with respect to all of the properties for the purpose of entry and access for landscaping and maintenance of the common elements, for the performance of its duties of exterior maintenance, for the purpose of making emergency repairs, for the purpose of making repairs which are required to be made by a unit owner under this Declaration, the Bylaws or the laws of the State of Oregon and which have not been made by the unit owner and for the execution generally of its rights and obligations as otherwise provided in this Declaration.

12.4 Easement of Ingress and Egress. There is hereby granted to owners and tenants, invitees and guests a non-exclusive easement for ingress and egress over the common elements.

12.5 Encroachments. None of the rights and obligations of the owners created herein shall be altered in any way by encroachment through the settlement, shifting or rebuilding of structures or any other cause. There shall be valid easements for the maintenance of such encroachments for so long as they shall exist,

provided, however, that in no event shall a valid easement for encroachment occur due to the willful conduct of an owner or owners.

ARTICLE XIII

Failure of Board of Directors to Insist Upon Performance

13.1 Limitation of Liability. Neither the manager nor the Board of Directors, nor any member thereof, shall be liable for any failure of any utility service to be obtained and paid for by the Board of Directors hereunder, or for any injury or damage to person or property caused by the elements or by another owner or person in the properties, or for damage from electricity, water, rain, snow or ice which may leak or flow from outside or from any part of any building or from any of its pipes, drains, conduits, appliances or equipment, or from any other place, unless caused by any gross negligence of the Board of Directors or manager as the case may be. No diminution or abatement of assessments for common expenses shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken to comply with any law, ordinance or orders of a governmental authority.

13.2 Indemnification of Directors. Each Director shall be indemnified by the owners against all expenses and liabilities including attorney's fees reasonably incurred and imposed upon him in connection with any proceeding in which he may be a party and in which he may be involved by reason of his being or having been a member of the Board of Directors, or any settlement of such liability whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in performance of his duties. In the event of a settlement, however, such indemnification shall apply only when the Board of Directors approve such settlement as being for the best interests of the Association.

ARTICLE XIV

Insurance

14.1 Duty to Obtain Insurance. The manager, acting under the direction of the Board of Directors shall obtain and maintain at all times insurance for the benefit of the Association and the owners, in the type, kind and amount

hereinafter provided; payments for such insurance shall be paid as part of the common expenses of the Association:

14.1.1 Policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of all units and common elements. Such policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each condominium, if any. During the initial sale of all condominiums in the properties, the amount of such policy may be the cost of the unsold condominiums plus the full insurable replacement value of all the condominiums not owned by the Declarant.

14.1.2 A policy or policies insuring the Association, its Board of Directors, the owners and the manager against any liability to the public or the owners, their invitees or tenants, incident to ownership or use of the properties. Limits of liability under such policy shall be not less than $100,000/$300,000 for personal injury and $100,000 property damage in each occurrence with such limits and coverage to be reviewed at least annually by the Board of Directors. Such policy or policies shall be issued on a comprehensive liability basis to provide cross liability endorsements wherein the rights of the insured under the policy shall not be prejudiced as respects any right of action of any such insured against another named insured.

14.1.3 Notwithstanding any other provisions herein, the Board of Directors shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Association and Government National Mortgage Association, so long as either is an institutional holder or owner of a unit within the project, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

14.1.4 Workers' Compensation Insurance to the extent necessary to comply with any applicable laws.

14.1.5 A Fidelity Bond naming the directors and such other person as may be designated by the Board of Directors as principals, and the Association and the owners as obligees for the first year in the amount at least equal to 150 percent of the estimated cash requirement for that year as determined by the Board of Directors, and for each year thereafter in an amount at least equal

to 150 percent of the total sum collected through the common expense bond during the preceding year, including reserves, unless a greater amount is required by the Federal National Mortgage Association. Such bond shall contain a waiver of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

14.2 Quality of Insurance Policies. All insurance policies required under this article shall be written in a company licensed to do business in Oregon and holding a rating of A+/AAA or better, by Best's Insurance Reports.

14.3 Authority to Adjust Losses. Exclusive authority to adjust losses under policies hereafter in force pursuant to this article shall be vested in the Board of Directors, or its authorized representative.

14.4 Contribution. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual owners or their mortgagees.

14.5 Owner's Additional Insurance. Each owner may obtain additional insurance at his own expense; provided, however, that no owner shall be entitled to exercise his right to maintain insurance coverage in such way as to decrease the amount which the Board of Directors on behalf of all of the owners may realize under any insurance policy which the Board of Directors may have in force on the properties at any particular time.

14.6 Notification as to Improvements. Each owner must notify the Board of Directors in writing of any improvements to his unit, the value of which improvements is in excess of $1,000.00.

14.7 Duty to File Copies of Individual Policies. Any owner who obtains individual insurance policies covering any portion of the properties other than personal property belonging to such owner, shall file copies of such individual policy or policies with the Board of Directors within thirty (30) days after purchase of such insurance.

14.8 Provisions of Insurance Policies. The Board of Directors shall make every effort to secure insurance policies that will provide:

14.8.1 A waiver of subrogation by the insurer as to any claims against the Board of Directors, the manager, the owners and their respective servants, agents and guests.

14.8.2 That the master policy on the properties cannot be cancelled,

invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors, or the manager, without prior demand in writing that the Board of Directors or manager cure the defect.

14.8.3 That any "no other insurance" clause in the master policy exclude individual owners' policies from consideration.

14.8.4 That the insurer issue subpolicies specifying the portion of the master policy earmarked for each owner's interest, and that until the insurer furnishes written notice and a grace period to the mortgagee insured under the loss payable clause thereof, the mortgagee's coverage is neither jeopardized by the conduct of the unit mortgagor-owner or the Association or other owners, nor cancelled for non-payment of premiums.

14.9 Review of Insurance. At least every three years the Board of Directors shall review all insurance carried by the Association, and such review shall include appraisal of all improvements to the properties by a representative of the insurance carrier writing the master policy.

ARTICLE XV

Damage and Destruction

15.1 Application of Insurance Proceeds. In the case of fire, casualty, or other insured loss, the insurance proceeds of insurance policies covering such loss, if sufficient to reconstruct the buildings damaged or destroyed, shall be applied to such reconstruction. "Reconstruction" of the damaged or destroyed buildings means restoring the buildings to substantially the same condition in which they existed prior to such loss, with each unit and the common elements having the same vertical and horizontal boundaries as before such loss. Final approval of such reconstruction shall be made by the Board of Directors of the Association.

15.2 Procedure if Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed buildings, the damage to or destruction of such buildings shall be promptly repaired by the Board of Directors using the proceeds of insurance, if any, on the buildings for that purpose, and the owners shall be liable for assessment for any deficiency. Such deficiency shall take into consideration with respect to any owner's contribution, any individual policy of insurance proceeds provided by such owner.

15.3 Owners' Rights if Substantial Destruction of Properties. However, if three-fourths or more in value of all of the buildings on the properties are destroyed or substantially damaged, and if the owners by a vote of at least three-fourths thereof decide, within sixty (60) days after such destruction or damage not to make provision for repair, reconstruction or rebuilding of the damaged buildings, the properties shall be considered to be removed from the provisions of the Oregon Unit Ownership Law, with the legal consequences resulting therefrom as set forth in ORS 91.591 and 91.593. In such event, the Board of Directors shall file a notice of the decision of the owners within such 60-day period with the County Recorder of Yamhill County.

ARTICLE XVI

Condemnation

16.1 If part of the project shall be taken or condemned by any authority having the power of eminent domain, such that no unit nor any part thereof is taken, and no part of a limited common element to which a unit has exclusive use is taken, then all compensation and damages for and on account of the taking of the common elements, exclusive of compensation for consequential damages to certain affected units, shall be payable to the Board of Directors as Trustee for all unit owners and mortgagees according to the loss or damages to their respective interests in such common elements. The Association acting through its Board of Directors, shall have the right to act on behalf of the unit owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the common elements, without limitation on the right of the unit owners, or any mortgagees of any one or more units, to represent their own interests. Such proceeds shall, subject to the prior rights of such mortgagees, become part of the reserve funds of the Association. Nothing herein is to prevent unit owners whose units are specially affected by the taking or condemnation proceedings from joining in such proceeding and petitioning on their own behalf for consequential damages relating to loss of value of the affected units, or personal improvements therein, exclusive of damages relating to common elements. In the event that the condemnation award does not allocate consequential damages to specific unit owners, but by its terms includes an award for reduction in value of units without such allocation, the award shall

be divided between affected unit owners, subject to the rights of mortgagees of such units, and the Board of Directors as trustee as aforesaid as the interests may appear by arbitration in accordance with the rules then obtaining of the American Arbitration Association.

16.2 If part or all of the project shall be taken or condemned by any authority having the power of eminent domain, such that any unit or a part thereof (including a limited common element) is taken, the Association shall act on behalf of the unit owners with respect to common elements as set forth in the preceding paragraph, without limitation on the right of any mortgagees of any one or more units to represent their own interests, and the proceeds shall be payable as outlined therein. The unit owners directly affected by such taking and their respective mortgagees shall represent and negotiate for themselves with respect to the damages affecting their respective units (including the taking of a limited common element). The awards so made shall, subject to the prior rights of mortgagees, be used and distributed by the trustee first to restore the units and common buildings or facilities on the remaining land of the project in the same manner as provided for restoration under Section 15 hereof to the extent possible, attempting to rebuild buildings containing new units of the same number, size and basic plan as the units taken, with any excess award distributed in accordance with the provisions of Section 15 hereof. In the event that the Board of Directors determines that such a taking so removes land and buildings containing units that they cannot effectively be restored or substantially in compliance with the building plans, and unless seventy-five (75%) percent of the unit owners and holders of first mortgages encumbering seventy-five (75%) percent of the undivided interest in the common elements subject to mortgages vote to accept an alternative plan, then the Board of Directors shall submit the issue to arbitration in accordance with the rules then obtaining of the American Arbitration Association for remedies with respect to the continued existence or reform of the project, the division of the award as to the taken and remaining units, and such other remedies as may be required, provided that no such award shall impair the validity or priority of or affect any rights or remedies of any mortgagee.

ARTICLE XVII

Personal Property

17.1 The Board of Directors or the manager may acquire and hold for the benefit of the owners, personal property of any description and may dispose of the same by sale or otherwise. Beneficial interest in such personal property shall be owned by the owners in the same proportions as their respective interests in the common elements, and shall not be transferable by an owner except with the transfer of a condominium. Transfer of a condominium shall transfer ownership of the transferor's beneficial interest in such personal property to the transferee.

ARTICLE XVIII

Enforcement

18.1 Enforcement. The Association or any owner shall have the right to enforce by any proceeding at law or equity all restrictions, conditions, covenants and reservations imposed by this Declaration, and a similar right shall exist with respect to recovery of damages for any such violation. In any suit or action contemplated by this section, the prevailing party shall be entitled, in addition to costs thereof, to such attorney fees as may be awarded by the court in such suit or action, including attorney fees on any appeal of any judgment or decree.

ARTICLE XIX

General Provisions

19.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose in creating a uniform plan for the development and operation of a condominium project.

19.2 Amendment. Except as otherwise provided herein, this Declaration may be amended by an instrument in writing signed and acknowledged by owners holding seventy-five percent (75%) of the voting rights hereunder. The amendment, however, shall not be effective for any purpose until a copy thereof is recorded in the office of the recording officer of Yamhill County, Oregon. Before any amended Declaration or amendment to a Declaration may be recorded, it must be approved by the Real Estate Commissioner of the State of Oregon. Except as otherwise provided in ORS 91.500 to 91.671 and 91.990, no amendment

may change the allocation of undivided interest in the common elements, liability for common expenses, right to common profits or voting rights of any unit unless such amendment has been approved by the owners of the affected units.

At any time during pre-sales and prior to the transfer of possession and ownership of any unit to its owner, Declarant shall have, and hereby reserves the right, with the consent of the real estate commissioner of Oregon, to amend, alter or withdraw this Declaration in whole or in part. Declarant's withdrawal of this Declaration in full shall relieve the real property of its submission to unit ownership under ORS 91.500 and the following.

No amendment will be made to the Declaration without the prior written consent of the Declarant until after annexation of the last phase of the condominium, and so long as Declarant owns more than one of the units in the last phase of the condominium, provided, however, that no such consent shall be required seven years after the date on which this Declaration is recorded.

19.3 Legal and Accounting Service and Audit. The Board of Directors, from time to time, shall contract for the services of lawyers and certified public accountants as the Board of Directors, in its discretion, shall deem necessary or desirable. At any time, any owner may, at his own expense, cause an audit or inspection to be made of the books and records of the manager or the Board of Directors. The Board of Directors, at the expense of the Association, shall obtain an audit of all books and records pertaining to the Association at no greater than annual intervals and furnish copies thereof to the owners.

19.4 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not effect the validity or enforceability of any other provision hereof.

19.5 Effective Date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, Declarant has executed the foregoing Declaration as of the day and year hereinabove first set forth.

Ricardo R. Sardina

Conrado Lopez

Jose M. Calderon

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named RICARDO R. SARDINA and acknowledged the foregoing instrument to be his free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires: 4-9-82

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named CONRADO LOPEZ and acknowledged the foregoing instrument to be his free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires: 4-9-82

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named JOSE M. CALDERON and acknowledged the foregoing instrument to be his free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires: 4-9-82

The foregoing Declaration is approved pursuant to ORS 91.512 this 19th day of May, 1981.

WILLIAM F. GWINN
Real Estate Commissioner

By: Barbara Kemp

EXHIBIT "A"

Description of Real Property in TERRA TEMPO CONDOMINIUM

Phase I

BEGINNING at a point which lies North 89°59'30" West 30.24 feet of the Southwest corner of Lot 4, Block 4 of MRS. P. W. CHANDLER'S ADDITION to the Town of McMinnville in Yamhill County, Oregon; thence North 0°01' West 100.97 feet; thence South 89°59'30" East 239.01 feet to the Westerly right of way line of Ford Street; thence along said Westerly right of way line and the arc of a 1849.86 foot radius curve concave to the Northwest (long chord bears South 16°30'15" West 26.07 feet) a distance of 26.07 feet; thence North 89°59'30" West 121.25 feet; thence South 0°02'37" West 75.97 feet to a point on the Southerly line of said Lot 4; thence North 89°59'30" West 110.26 feet to the initial point herein.

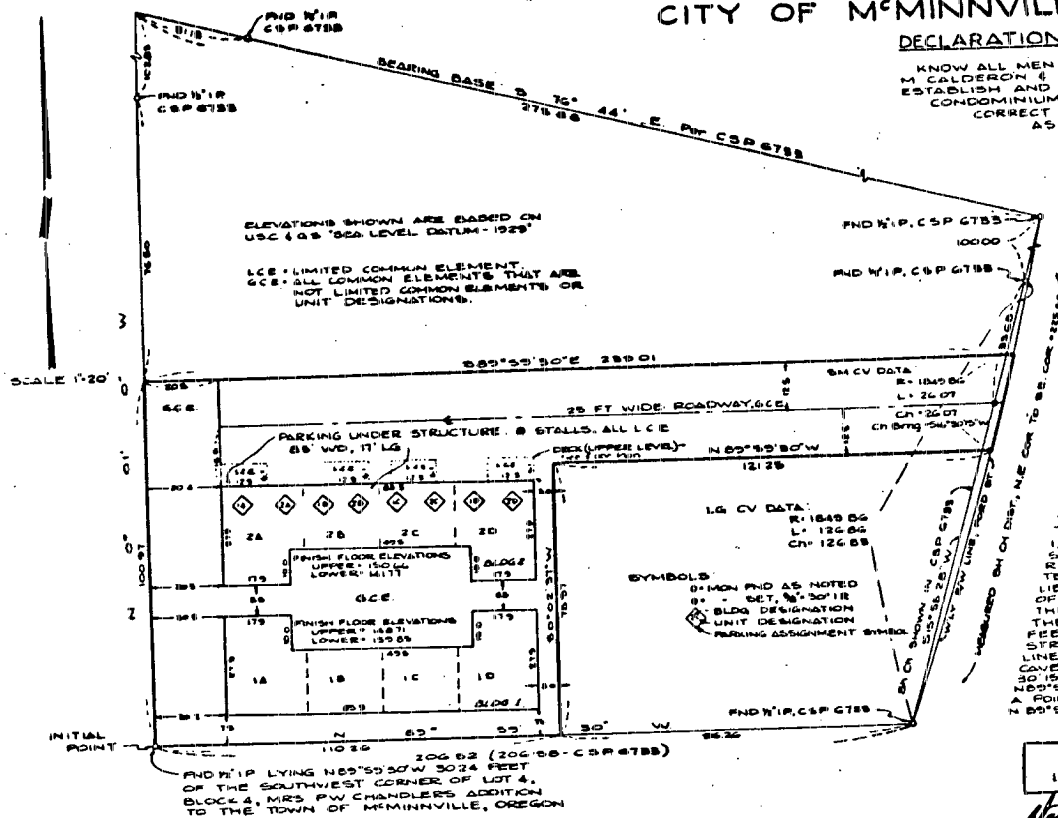
PHASE I

TERRA-TEMPO CONDOMINIUM

CITY OF McMINNVILLE, OREGON

EXHIBIT "B"

FILED 461 PAGE 0866



DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT RICARDO R SARDINA, JOSIE M CALDERON & CONRADO LOPEZ, CO OWNERS, DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "TERRA-TEMPO CONDOMINIUM", AN OREGON CONDOMINIUM, TO BE A TRUE AND CORRECT MAP OF THE LANDS OWNED AND LAID OUT BY THEM AS A CONDOMINIUM, SAID LAND BEING DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERETO ANNEXED AND TO SUBMIT SAID LAND TO THE CLASSIFICATION OF THE UNIT OWNERSHIP LAW AS LAID OUT IN CHAPTER 91 OF THE OREGON REVISED STATUTES

RICARDO R SARDINA

ACKNOWLEDGEMENTS

STATE OF OREGON)
COUNTY OF YAMHILL) ss

THIS CERTIFIES THAT ON THE 1st DAY OF May 1981 PERSONALLY APPEARED BEFORE ME RICARDO R SARDINA, JOSIE M CALDERON & CONRADO LOPEZ AND WHO BEING DULY SWORN DID SAY THAT THEY ARE CO OWNERS OF "TERRA-TEMPO CONDOMINIUM" AND THAT EACH OF THEM ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED BEFORE ME.

Ursula Doud, NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 3-30-85

SURVEYORS CERTIFICATE

I, DAN E LINSCHEID, BEING FIRST DULY SWORN, DEPOSE & SAY THAT I HAVE CORRECTLY SURVEYED THE LANDS REPRESENTED ON THE ANNEXED MAP OF "TERRA-TEMPO CONDOMINIUM". THE INITIAL POINT OF THE SURVEY LIES N 89°59'30"W 30.24 FEET OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 4 OF MRS P.W. CHANDLER'S ADDITION TO THE TOWN OF McMINNVILLE, IN YAMHILL COUNTY, OREGON; THENCE N 0°01'W 100.97 FEET; THENCE S89°59'30"E 239.01 FEET TO THE WESTERLY RIGHT OF WAY LINE OF TERRA STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF A 1849.86 FOOT RADIUS CURVE TO THE RIGHT (THE LONG CHORD BEARS S 0°15' WEST 26.07 FEET) A DISTANCE OF 26.07 FEET; THENCE S 0°02'51"W 75.11 FEET; THENCE N89°59'30"W 121.26 FEET; THENCE S 0°02'51"W 75.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 4; THENCE N 89°59'30"W 110.26 FEET TO THE INITIAL POINT HEREIN

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 11, 1975
EARL LINSCHEID

DAN E LINSCHEID
LAND SURVEYOR

APPROVALS

COUNTY COMMISSIONER Date COUNTY SURVEYOR Date

COUNTY COMMISSIONER Date COUNTY ASSESSOR Date

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES HAVE BEEN PAID AS OF _____, 19__

COUNTY COMMISSIONER Date

COUNTY CLERK Date COUNTY TAX COLLECTOR Date

EXHIBIT "C"

Percentage Ownership Interest in Common Elements at Each Stage of Development of Terra Tempo Condominium

Phase No.	1	2	3	4	5	6	7	8	9
Total Units	8	12	15	19	23	27	31	35	38
Interest of Each Unit	12.50	8.333*	6.666*	5.263*	4.347*	3.703*	3.225*	2.857*	2.631*

* Percentages for all phases after Phase 1 are minimum percentages, and will be not less than those stated.

STATE OF OREGON } SS.
County of YAMHILL }

04206 $5.50

I, Charles Pitzer, County Clerk in and for said County and State, do hereby certify that the within instrument was duly recorded on Book M-84 Page 161 June 2 A.D. 19 81 at 2:27 o'clock P. M.

Charles Pitzer
County Clerk

By Sara Schwarz
Deputy

YAMHILL COUNTY BOARD OF COMMISSIONERS
STATE OF OREGON

SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

PHASE 2

OF

TERRA TEMPO CONDOMINIUM

THIS SUPPLEMENTAL DECLARATION, made this 1 day of September, 1981, by RICARDO R. SARDINA, CONRADO LOPEZ and JOSE M. CALDERON, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, by document dated February 4, 1981, entitled Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM, Declarant created a condominium known as TERRA TEMPO CONDOMINIUM, which is located in the City of McMinnville, Yamhill County, Oregon, and

WHEREAS, Declarant is the owner of the real property situated in the City of McMinnville, Yamhill County, Oregon, described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, Declarant plans to construct certain condominium buildings and other improvements upon said real property described in Exhibit "A"; and

WHEREAS, Declarant desires to submit said real property to the provisions of the Oregon Unit Ownership Law as Phase 2 of said TERRA TEMPO CONDOMINIUM;

NOW, THEREFORE, Declarant hereby declares that the fee simple interest in the property described in Exhibit "A" shall be held, sold, used and conveyed subject to the Oregon Unit Ownership Law and the following easements, covenants, restrictions, charges and liens, which said covenants, restrictions, etc., shall run with the property and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Declarant hereby accepts the definitions set forth in ORS 91.500 unless the context clearly indicates a different meaning therefor. In addition, the following terms shall be defined as hereinafter set forth:

1.1 "Association" shall mean TERRA TEMPO CONDOMINIUM UNIT OWNERS

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ASSOCIATION, which is an unincorporated association of unit owners.

1.2 "Bylaws" means the Bylaws of said TERRA TEMPO CONDOMINIUM UNIT OWNERS ASSOCIATION, adopted pursuant to the Phase 1 Declaration, as the same may be amended from time to time.

1.3 "Phase 1 Declaration" means that instrument dated February 4, 1981, recorded June 2, 1981, in Film Volume 161, Page 841, Yamhill County, Oregon Deed Records.

1.4 Except as otherwise provided in this Supplemental Declaration, each of the terms defined in the Phase 1 Declaration shall have the meanings set forth in such document.

ARTICLE II

Property Subject to the Supplemental Declaration

2.1 The real property which is subject to this Supplemental Declaration is located in the City of McMinnville, Yamhill County, Oregon, and is described in Exhibit "A", attached hereto and by this reference made a part hereof.

ARTICLE III

Name, General Description and Boundaries

3.1 Name. The name by which the properties shall be known is TERRA TEMPO CONDOMINIUM.

3.2 General Description of Units. Phase 2 of the project consists of one two-story building containing three units. Each unit is of wood-frame construction, with a continuous cement foundation and no basement. The general location of each unit designation and all other data necessary for proper identification of each unit is set forth in the attached plat marked Exhibit "B" and by this reference made a part hereof. Parking spaces are indicated on Exhibit "B", for all units except Unit 4A, such parking spaces to be a limited common element as set forth in Section 5.2 of Article V of the Phase 1 Declaration. A parking space may be assigned for Unit 4A if and when later phases of the project are developed. Unassigned parking spaces will be general common elements.

3.3 Boundaries. 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 the interior surfaces so

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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. The dimensions, design and approximate area of each unit are set forth in the attached floor plans marked Exhibit "C" and by this reference made a part hereof.

ARTICLE IV

Common Elements

4.1 General Common Elements. General common elements shall include all walls, roofs, foundations and grounds, and shall in general consist of all portions of the structures and improvements which are not otherwise designated as units or limited common elements.

The percentage of the interest of each unit owner in the common elements at the completion of Phase 1 was 12.50%. At the completion of Phase 2, each unit owner will have 9-1/11% interest in the common elements. At the completion of all phases of the project, each unit owner will have no less than 2-12/19% interest in the common elements. No owner's individual interest in the common elements shall be separated from the unit to which it appertains, and each such individual interest shall be conveyed or encumbered with such unit, though such interest is not expressly mentioned or described in the conveyance of such unit.

4.2 Limited Common Elements. The patios and the decks, if any, shall be limited common elements assigned to the units to which they are attached. As each phase is developed, one parking space for each unit will be a limited common element which is assigned to that individual unit, by the applicable supplemental declaration, and shall be reserved for the sole use of each unit designated, and such assignment can only be changed in accordance with ORS 91.563(4) and the approval of the Board of Directors. The parking designations for Phase 2 are shown on Exhibit "B" attached hereto and by this reference made a part hereof.

4.3 Common Elements to Remain Undivided. Common elements shall remain undivided, and no owner shall bring any action for partition or division of any part thereof while the properties are subject to this Supplemental Declaration.

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3. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

ARTICLE V

Use and Limitations of Each Building and Unit

5.1 Use of Units. Each unit is to be used for residential purposes, as described in the Phase 1 Declaration and Bylaws. Each unit owner shall be bound by each of said documents, and by any rules and regulations adopted pursuant thereto.

ARTICLE VI

Voting Rights and Common Expenses and Profits

6.1 Voting Rights. The owner of a unit shall have voting rights equal to the unit's allocation of undivided interest in the common elements, as herein set forth.

6.2 Distribution of Expenses and Profits. The common profits of the property shall be distributed among, and the common expenses shall be charged to the unit owners according to the allocation of undivided interest of each unit in the common elements.

ARTICLE VII

Easements and Encroachments

7.1 Reservation of Easements. Declarant hereby grants to the Association and reserves to Declarant, Declarant's successors, heirs and assigns, perpetual easements under, over and across all general common elements for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchorages and conduits for lighting, heating, power, telephone, television transmission, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of such common elements. Declarant reserves and grants to the Association the right to cut and/or trim any tree or other growth upon such common elements which may interfere with or menace the construction, maintenance or operation of such utilities.

7.2 Granting of Easements, Etc. The Association shall have the authority to execute, acknowledge, deliver and record on behalf of the unit owners easements, rights-of-way, licenses and other similar interests affecting the general common elements, pursuant to ORS 91.527.

7.3 Easements to Association. There is hereby granted to the Association,

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its agents and servants an easement in gross with respect to all of the properties for the purpose of entry and access for landscaping and maintenance of the common elements, for the performance of its duties of exterior maintenance, for the purpose of making emergency repairs, for the purpose of making repairs which are required to be made by a unit owner under the Phase 1 Declaration, this Supplemental Declaration, the Bylaws or the laws of the State of Oregon, and which have not been made by the unit owner and for the execution generally of its rights and obligations as otherwise provided in the Phase 1 Declaration and this Supplemental Declaration.

7.4 Easement of Ingress and Egress. There is hereby granted to owners and tenants, invitees and guests a non-exclusive easement for ingress and egress over the common elements.

7.5 Encroachments. None of the rights and obligations of the owners created herein shall be altered in any way by encroachment through the settlement, shifting or rebuilding of structures or any other cause. There shall be valid easements for the maintenance of such encroachments for so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment occur due to the willful conduct of an owner or owners.

ARTICLE VIII

Adoption by Reference

8.1 Except as otherwise expressly provided in this Supplemental Declaration, each of the provisions of the Phase 1 Declaration and the Bylaws shall be applicable to Phase 2 of TERRA TEMPO CONDOMINIUM.

ARTICLE IX

General Provisions

9.1 Interpretation. The provisions of this Supplemental Declaration shall be liberally construed to effectuate its purpose in creating a uniform plan for the development and operation of a condominium project.

9.2 Amendment. Except as otherwise provided herein, this Supplemental Declaration may be amended by an instrument in writing signed and acknowledged by owners holding seventy-five percent (75%) of the voting rights hereunder. The amendment, however, shall not be effective for any purpose until a copy

10-14-81

thereof is recorded in the office of the recording officer of Yamhill County, Oregon. Before any amended supplemental declaration or amendment to a supplemental declaration may be recorded, it must be approved by the Real Estate Commissioner of the State of Oregon. Except as otherwise provided in ORS 91.500 to 91.671 and 91.990, no amendment may change the allocation of undivided interest in the common elements, liability for common expenses, right to common profits or voting rights of any unit unless such amendment has been approved by the owners of the affected units.

At any time during pre-sales and prior to the transfer of possession and ownership of any unit to its owner, Declarant shall have, and hereby reserves the right, with the consent of the Real Estate Commissioner of Oregon, to amend, alter or withdraw this Supplemental Declaration in whole or in part. Declarant's withdrawal of this Supplemental Declaration in full shall relieve the real property of its submission to unit ownership under ORS 91.500 and the following.

No amendment will be made to the Supplemental Declaration without the prior written consent of the Declarant until after annexation of the last phase of the condominium, and so long as Declarant owns more than one of the units in the last phase of the condominium, provided, however, that no such consent shall be required seven years after the date on which the Phase 1 Declaration was recorded.

9.3 Severability. The provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not effect the validity or enforceability of any other provision hereof.

9.4 Effective Date. This Supplemental Declaration shall take effect upon recording.

IN WITNESS WHEREOF, Declarant has executed the foregoing Supplemental Declaration as of the day and year hereinabove first set forth.

Ricardo R. Sardina

Conrado Lopez

Jose M. Calderon

10-14-81

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named RICARDO R. SARDINA and acknowledged the foregoing instrument to be his free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires: 2-20-82

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named CONRADO LOPEZ and acknowledged the foregoing instrument to be his free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires: 2-20-82

STATE OF OREGON,)
) ss.
County of ~~Yamhill~~ Washington)

Personally appeared the within named JOSE M. CALDERON and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Suzanne Atkinson
Notary Public for Oregon
My Commission Expires: 6-4-84

The foregoing Supplemental Declaration is approved pursuant to ORS 91.512 this 8th day of October, 1991.

WILLIAM F. GWINN
Real Estate Commissioner

By: Virginia Hart

07961

1957 2:12 164 14

10-14-81

7. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

[redacted]

VOL 134 PAGE 1864

The foregoing Declaration is approved pursuant to ORS 91.512 this 14th day of Oct., 1981.

Harvey L Nelson Deputy
Yamhill County Assessor

The foregoing Declaration is approved pursuant to ORS 91.512 this 14th day of Oct, 1981.

Marilyn Smith
Yamhill County Tax Collector

10-14-81

EXHIBIT "A"

Description of Real Property in TERRA TEMPO CONDOMINIUM

Phase 2

Beginning at the initial point which lies South 89°59'30" East 138.28 feet of the Southwest corner of Lot 4, Block 4, of MRS. P. W. CHANDLERS ADDITION to the Town of McMinnville, in Yamhill County, Oregon; thence North 41.00 feet; thence West 21.45 feet; thence North 34.98 feet to the Southerly line of a 25.00-foot wide roadway; thence South 89°59'30" East along said Southerly line 84.50 feet to the Westerly right-of-way line of Ford Street; thence along said Westerly right-of-way line and the arc of a 1849.86-foot radius curve concave to the Northwest (long chord bears South 18°14'57" West 79.99 feet) a distance of 80.01 feet to a 1/2" iron pipe lying on the Southerly line of said Lot 4; thence North 89°59'30" West 38.00 feet to the initial point herein.

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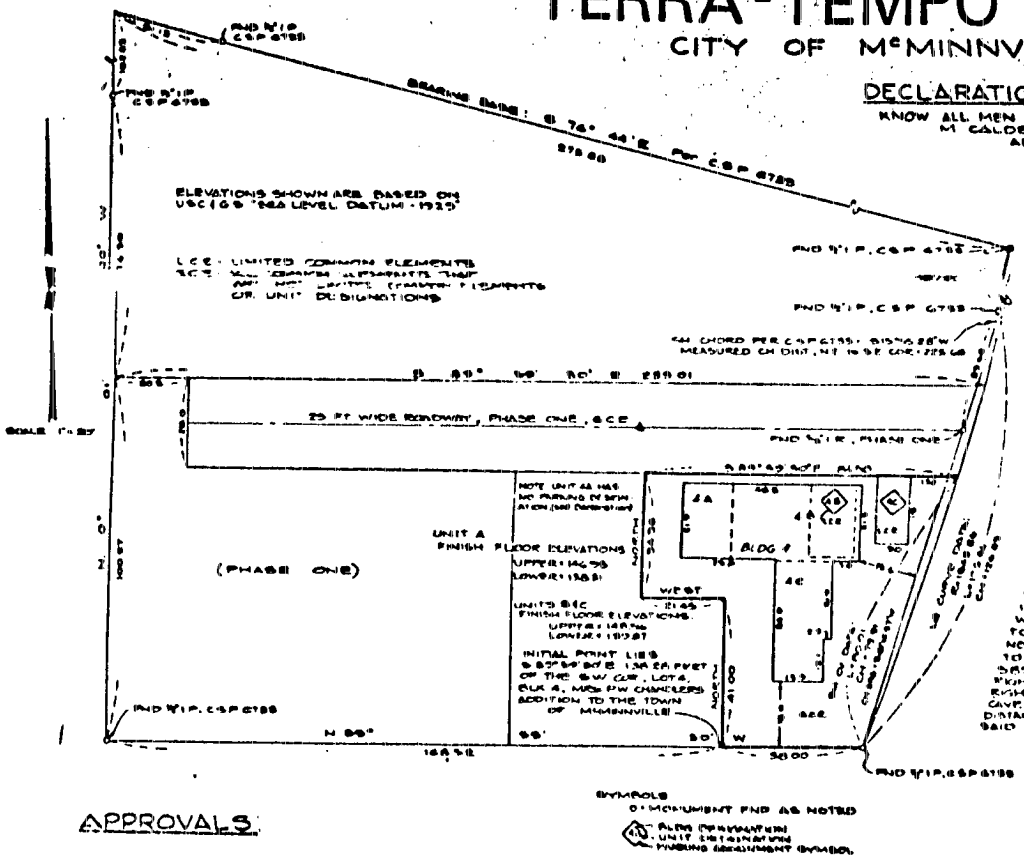
PHASE 2

TERRA-TEMPO CONDOMINIUM

CITY OF McMINNVILLE, OREGON

1541-1666



SYMBOLS

- ○ = MONUMENT FND AS NOTED
- ⟨42⟩ = PLAN DESIGNATION, UNIT ENTRANCE AND PARKING ASSIGNMENT SYMBOL

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT RICARDO R. SARDINA, JOSE M. CALDERON & CONRADO LOPEZ, CO-OWNERS, DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "TERRA-TEMPO CONDOMINIUM", AN OREGON CONDOMINIUM, TO BE A TRUE AND CORRECT MAP OF THE LANDS OWNED AND LAID OUT BY THEM AS A CONDOMINIUM; SAID LAND BEING DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREUNTO ANNEXED AND DO HEREBY COMMIT SAID LAND TO THE OPERATION OF THE UNIT OWNERSHIP LAW AS LAID OUT IN CHAPTER 91 OF THE OREGON REVISED STATUTES

Ricardo R. Sardina Jose M. Calderon Conrado Lopez

ACKNOWLEDGEMENTS

STATE OF OREGON)
COUNTY OF YAMHILL) ss

THIS CERTIFIES THAT ON THIS 4th DAY OF Sept., 1981, PERSONALLY APPEARED BEFORE ME RICARDO R. SARDINA, JOSE M. CALDERON & CONRADO LOPEZ, WHO BEING DULY SWORN, DID SAY THAT THEY ARE CO-OWNERS OF "TERRA-TEMPO CONDOMINIUM" AND THAT EACH OF THEM ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT & DEED

BEFORE ME.

Ursula David Notary Public for Oregon
My Commission Expires 3-30-1985

SURVEYOR'S CERTIFICATE

I, DAN E. LINSCHEID, BEING FIRST DULY SWORN, DEPOSE & SAY THAT I HAVE CORRECTLY SURVEYED THE LAND REPRESENTED ON THE ANNEXED MAP OF "TERRA-TEMPO CONDOMINIUM", THE INITIAL POINT OF WHICH LIES S 89°59'30"E 1.34 FEET OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 4 OF MRS. P.W. CHANDLER'S ADDITION TO THE TOWN OF McMINNVILLE, IN YAMHILL COUNTY, OREGON; THENCE NORTH 80.0 FEET; THENCE WEST 11.34 FEET; THENCE NORTH 54.58 FEET TO THE SOUTHERLY LINE OF A 25.00 FOOT PUBLIC ROADWAY; THENCE S 89°59'30"E ALONG SAID SOUTHERLY LINE, BEING 1 FOOT TO THE WESTERLY RIGHT-OF-WAY LINE OF FORD STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF A 2489.84 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST (LONG CHORD BEARS S15°16'28"W 19.99 FEET) A DISTANCE OF 20.00 FEET TO A 5/8" IRON PIPE LYING ON THE SOUTHERLY LINE OF SAID LOT 4; THENCE N 89°59'30"W 58.00 FEET TO THE INITIAL POINT HEREIN.

Dan E. Linscheid
DAN E. LINSCHEID
LAND SURVEYOR

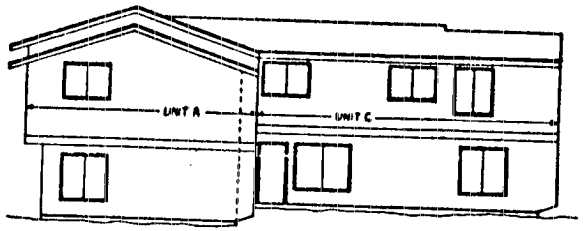
REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 10, 1974 LAND SURVEYOR

APPROVALS

COUNTY COMMISSIONER	Date	COUNTY SURVEYOR	Date
COUNTY COMMISSIONER	Date	COUNTY ASSESSOR	Date
COUNTY COMMISSIONER	Date	ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES HAVE BEEN PAID AS OF , 1981	
COUNTY CLERK	Date	COUNTY TAX COLLECTOR	Date

10-14-81



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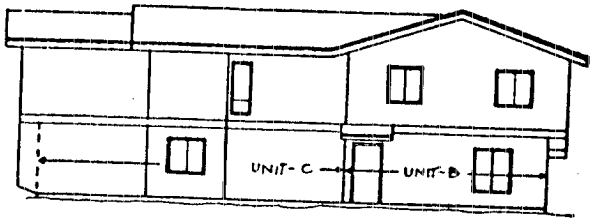
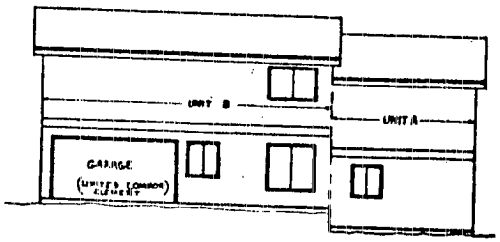


EAST ELEV

TERRA TEMPO CONDOMINIUM PHASE II

I, J. STEVE DODDS, A REGISTERED PROFESSIONAL ENGINEER DO HEREBY CERTIFY THAT THE PLAT AND FLOOR PLANS OF "TERRA TEMPO CONDOMINIUM" BUILDING NO 4 FULLY AND ACCURATELY DEPICT THE BOUNDARIES OF THE UNITS AND FLOORS OF THE BUILDINGS AND THAT CONSTRUCTION OF THE IMPROVEMENTS DEPICTED ON SUCH PLAT AND FLOOR PLANS WAS SUBSTANTIALLY COMPLETED ON JUNE 9, 1981



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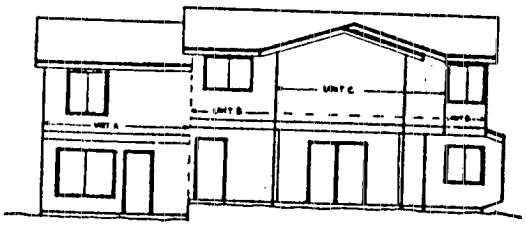
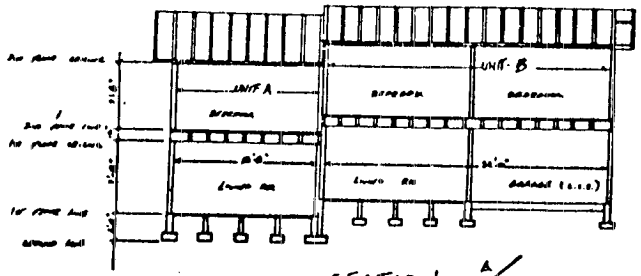
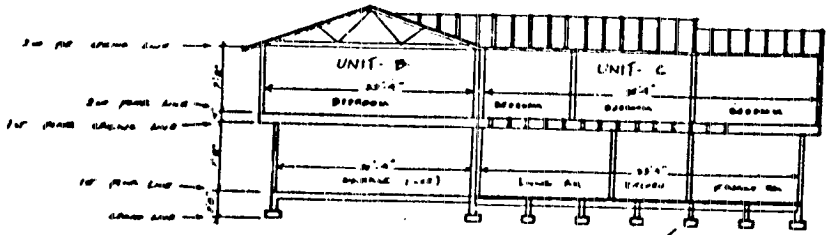


SOUTH ELEV

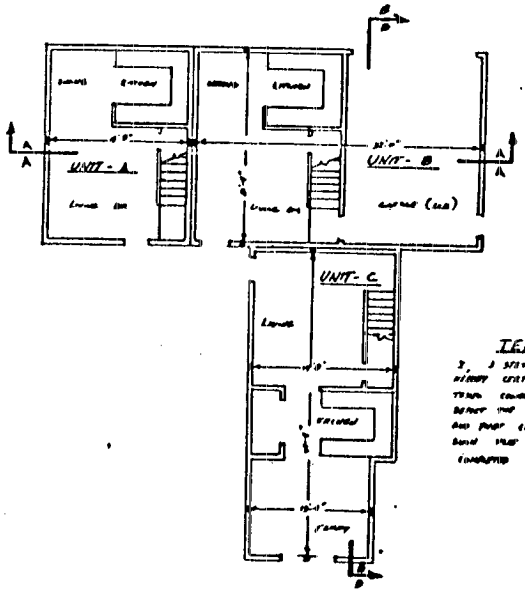
10-14-81



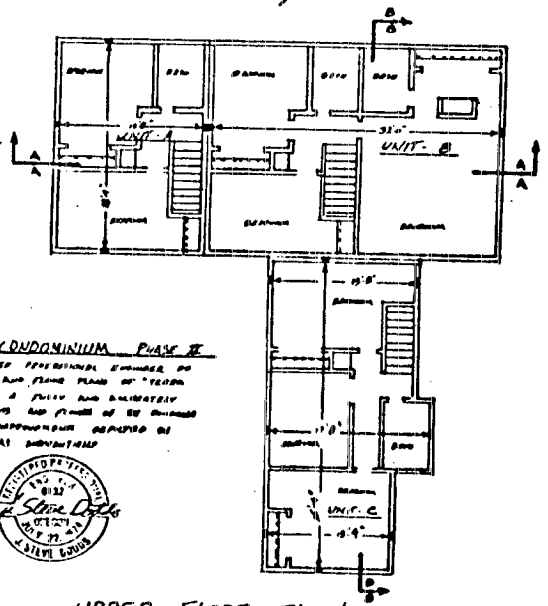
SECTION A/A



SECTION B/B



LOWER FLOOR PLAN BUILDING #4



UPPER FLOOR PLAN BUILDING #4

TERRA TEMPO CONDOMINIUM PHASE II

I, J. STEVE DODDS, A REGISTERED PROFESSIONAL ENGINEER DO HEREBY CERTIFY THAT THE PLAT AND FLOOR PLANS OF "TERRA TEMPO CONDOMINIUMS" ENGRAVED ON 2 SHEETS AND DESIGNATED HEREIN THE UNIT NUMBERS OF THE UNITS AND FLOORS OF THE BUILDINGS AND THAT CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED ON SAID PLAT AND FLOOR PLANS WAS SUBSTANTIALLY COMPLETED ON JUNE 9, 1981

REGISTERED PROFESSIONAL ENGINEER 8132 J. STEVE DODDS NOV 29 1981 J. STEVE DODDS

SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

PHASE 3

OF

TERRA TEMPO CONDOMINIUM

THIS SUPPLEMENTAL DECLARATION, made this 13 day of OCTOBER, 1981, by RICARDO R. SARDINA, CONRADO LOPEZ and JOSE M. CALDERON, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, by document dated February 4, 1981, entitled Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM, Declarant created a condominium known as TERRA TEMPO CONDOMINIUM, which is located in the City of McMinnville, Yamhill County, Oregon, and

WHEREAS, Declarant is the owner of the real property situated in the City of McMinnville, Yamhill County, Oregon, described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, Declarant plans to construct certain condominium buildings and other improvements upon said real property described in Exhibit "A"; and

WHEREAS, Declarant desires to submit said real property to the provisions of the Oregon Unit Ownership Law as Phase 3 of said TERRA TEMPO CONDOMINIUM;

NOW, THEREFORE, Declarant hereby declares that the fee simple interest in the property described in Exhibit "A" shall be held, sold, used and conveyed subject to the Oregon Unit Ownership Law and the following easements, covenants, restrictions, charges and liens, which said covenants, restrictions, etc., shall run with the property and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Declarant hereby accepts the definitions set forth in ORS 91.500 unless the context clearly indicates a different meaning therefor. In addition, the following terms shall be defined as hereinafter set forth:

1.1 "Association" shall mean TERRA TEMPO CONDOMINIUM UNIT OWNERS

1-15-82

ASSOCIATION, which is an unincorporated association of unit owners.

1.2 "Bylaws" means the Bylaws of said TERRA TEMPO CONDOMINIUM UNIT OWNERS ASSOCIATION, adopted pursuant to the Phase 1 Declaration, as the same may be amended from time to time.

1.3 "Phase 1 Declaration" means that instrument dated February 4, 1981, recorded June 2, 1981, in Film Volume 161, Page 841, Yamhill County, Oregon, Deed Records.

1.4 Except as otherwise provided in this Supplemental Declaration, each of the terms defined in the Phase 1 Declaration shall have the meanings set forth in such document.

ARTICLE II

Property Subject to the Supplemental Declaration

2.1 The real property which is subject to this Supplemental Declaration is located in the City of McMinnville, Yamhill County, Oregon, and is described in Exhibit "A", attached hereto and by this reference made a part hereof.

ARTICLE III

Name, General Description and Boundaries

3.1 Name. The name by which the properties shall be known is TERRA TEMPO CONDOMINIUM.

3.2 General Description of Units. Pursuant to Paragraph 4.5 of the Phase 1 Declaration, Declarant has elected to build the units specified as Phase 4 out of order as Phase 3. Phase 3 of the project will, therefore, consist of one two-story building containing four units. Each unit is of wood-frame construction, with a continuous cement foundation and no basement. The general location of each unit designation and all other data necessary for proper identification of each unit is set forth in the attached plat marked Exhibit "B" and by this reference made a part hereof. As is hereinafter specified in Paragraph 4.2, no parking spaces are assigned to the units in this phase. Parking spaces may be assigned for each unit if and when later phases of the project are developed. Unassigned parking spaces will be general common elements.

3.3 Boundaries. Each unit shall be bounded by the interior surfaces of

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its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and shall include 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. The dimensions, design and approximate area of each unit are set forth in the attached floor plans marked Exhibit "C" and by this reference made a part hereof.

ARTICLE IV

Common Elements

4.1 General Common Elements. General common elements shall include all walls, roofs, foundations and grounds, and shall in general consist of all portions of the structures and improvements which are not otherwise designated as units or limited common elements.

The percentage of the interest of each unit owner in the common elements at the completion of Phase 1 was 12.50%. At the completion of Phase 3, each unit owner will have 6-2/3% interest in the common elements. At the completion of all phases of the project, each unit owner will have no less than 2-12/19% interest in the common elements. No owner's individual interest in the common elements shall be separated from the unit to which it appertains, and each such individual interest shall be conveyed or encumbered with such unit, though such interest is not expressly mentioned or described in the conveyance of such unit.

4.2 Limited Common Elements. The patios and the decks, if any, shall be limited common elements assigned to the units to which they are attached. No parking spaces are assigned to the units in this phase. A parking space may be assigned to these units in a later phase, if and when later phases of the project are developed, and if so assigned, such parking space will be a limited common element, reserved for the sole use of each unit so designated. Thereafter, such assignment can be changed only in accordance with ORS 91.563(4) and the approval of the Board of Directors.

4.3 Common Elements to Remain Undivided. Common elements shall remain undivided, and no owner shall bring any action for partition or division of any part thereof while the properties are subject to this Supplemental Declaration.

1-15-82

3. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

ARTICLE V

Use and Limitations of Each Building and Unit

5.1 Use of Units. Each unit is to be used for residential purposes, as described in the Phase 1 Declaration and Bylaws. Each unit owner shall be bound by each of said documents, and by any rules and regulations adopted pursuant thereto.

ARTICLE VI

Voting Rights and Common Expenses and Profits

6.1 Voting Rights. The owner of a unit shall have voting rights equal to the unit's allocation of undivided interest in the common elements, as herein set forth.

6.2 Distribution of Expenses and Profits. The common profits of the property shall be distributed among, and the common expenses shall be charged to the unit owners according to the allocation of undivided interest of each unit in the common elements.

ARTICLE VII

Easements and Encroachments

7.1 Reservation of Easements. Declarant hereby grants to the Association and reserves to Declarant, Declarant's successors, heirs and assigns, perpetual easements under, over and across all general common elements for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchorages and conduits for lighting, heating, power, telephone, television transmission, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of such common elements. Declarant reserves and grants to the Association the right to cut and/or trim any tree or other growth upon such common elements which may interfere with or menace the construction, maintenance or operation of such utilities.

7.2 Granting of Easements, Etc. The Association shall have the authority to execute, acknowledge, deliver and record on behalf of the unit owners easements, rights-of-way, licenses and other similar interests affecting the general

1-15-82

common elements, pursuant to ORS 91.527.

7.3 Easements to Association. There is hereby granted to the Association, its agents and servants an easement in gross with respect to all of the properties for the purpose of entry and access for landscaping and maintenance of the common elements, for the performance of its duties of exterior maintenance, for the purpose of making emergency repairs, for the purpose of making repairs which are required to be made by a unit owner under the Phase 1 Declaration, this Supplemental Declaration, the Bylaws or the laws of the State of Oregon, and which have not been made by the unit owner and for the execution generally of its rights and obligations as otherwise provided in the Phase 1 Declaration and this Supplemental Declaration.

7.4 Easement of Ingress and Egress. There is hereby granted to owners and tenants, invitees and guests a non-exclusive easement for ingress and egress over the common elements.

7.5 Encroachments. None of the rights and obligations of the owners created herein shall be altered in any way by encroachment through the settlement, shifting or rebuilding of structures or any other cause. There shall be valid easements for the maintenance of such encroachments for so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment occur due to the willful conduct of an owner or owners.

ARTICLE VIII

Adoption by Reference

8.1 Except as otherwise expressly provided in this Supplemental Declaration, each of the provisions of the Phase 1 Declaration and the Bylaws shall be applicable to Phase 3 of TERRA TEMPO CONDOMINIUM.

ARTICLE IX

General Provisions

9.1 Interpretation. The provisions of this Supplemental Declaration shall be liberally construed to effectuate its purpose in creating a uniform plan for the development and operation of a condominium project.

9.2 Amendment. Except as otherwise provided herein, this Supplemental Declaration may be amended by an instrument in writing signed and acknowledged by owners holding seventy-five percent (75%) of the voting rights hereunder.

1-15-82

The amendment, however, shall not be effective for any purpose until a copy thereof is recorded in the office of the recording officer of Yamhill County, Oregon. Before any amended supplemental declaration or amendment to a supplemental declaration may be recorded, it must be approved by the Real Estate Commissioner of the State of Oregon. Except as otherwise provided in ORS 91.500 to 91.671 and 91.990, no amendment may change the allocation of undivided interest in the common elements, liability for common expenses, right to common profits or voting rights of any unit unless such amendment has been approved by the owners of the affected units.

At any time during pre-sales and prior to the transfer of possession and ownership of any unit to its owner, Declarant shall have, and hereby reserves the right, with the consent of the Real Estate Commissioner of Oregon, to amend, alter or withdraw this Supplemental Declaration in whole or in part. Declarant's withdrawal of this Supplemental Declaration in full shall relieve the real property of its submission to unit ownership under ORS 91.500 and the following.

No amendment will be made to the Supplemental Declaration without the prior written consent of the Declarant until after annexation of the last phase of the condominium, and so long as Declarant owns more than one of the units in the last phase of the condominium, provided, however, that no such consent shall be required seven years after the date on which the Phase 1 Declaration was recorded.

9.3 Severability. The provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not effect the validity or enforceability of any other provision hereof.

9.4 Effective Date. This Supplemental Declaration shall take effect upon recording.

IN WITNESS WHEREOF, Declarant has executed the foregoing Supplemental Declaration as of the day and year hereinabove first set forth.

Ricardo R. Sardina

Conrado Lopez

Jose M. Calderon

1-15-82

FILM 165 PAGE 1921

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named RICARDO R. SARDINA and acknowledged the foregoing instrument to be his free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires: 4-9-82

STATE OF OREGON,)
) ss.
County of ~~Yamhill.~~ Washington)

Personally appeared the within named CONRADO LOPEZ and acknowledged the foregoing instrument to be his free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires: ~~2-20~~ 82

STATE OF OREGON,)
) ss.
County of Washington)

Personally appeared the within named JOSE M. CALDERON and acknowledged the foregoing instrument to be his free act and deed,

Before me:

Suzanne Atkinson
Notary Public for Oregon
My Commission Expires: 6-4-84

The foregoing Supplemental Declaration is approved pursuant to ORS 91.512 this 5th day of January, 1982.

WILLIAM F. GWINN
Real Estate Commissioner

By: Barbara Kanz

1-15-82

7. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

The foregoing Declaration is approved pursuant to ORS 91.512 this 15th day of January, 1982.

By Harvey L. Tilson, Deputy
Yamhill County Assessor

The foregoing Declaration is approved pursuant to ORS 91.512 this 15th day of January, 1982.

Marilyn Lewis
Yamhill County Tax Collector

STATE OF OREGON } ss. 44.00
00277
Rec 4th P 15 1982 Jan 166
Doris Sloan

YAMHILL COUNTY BOARD OF COMMISSIONERS STATE OF OREGON

1-15-82

EXHIBIT "A"

Description of Real Property in TERRA TEMPO CONDOMINIUM

Phase 3

Beginning at the initial point which lies South 89°59'30" East, 80.02 feet of the Southwest corner of Lot 4, Block 4 of Mrs. P.W. Chandler's Addition to the Town of McMinnville, in Yamhill County, Oregon; thence North 0°02'37" East, 75.97 feet; thence South 89°59'30" East, 36.75 feet; thence South 34.98 feet; thence East 21.45 feet; thence South 41.00 feet to the initial point of Phase 2 hereon shown, said initial point also lying on the Southerly line of said Lot 4; thence North 89°59'30" West, 58.26 feet to the initial point herein.

1-15-82

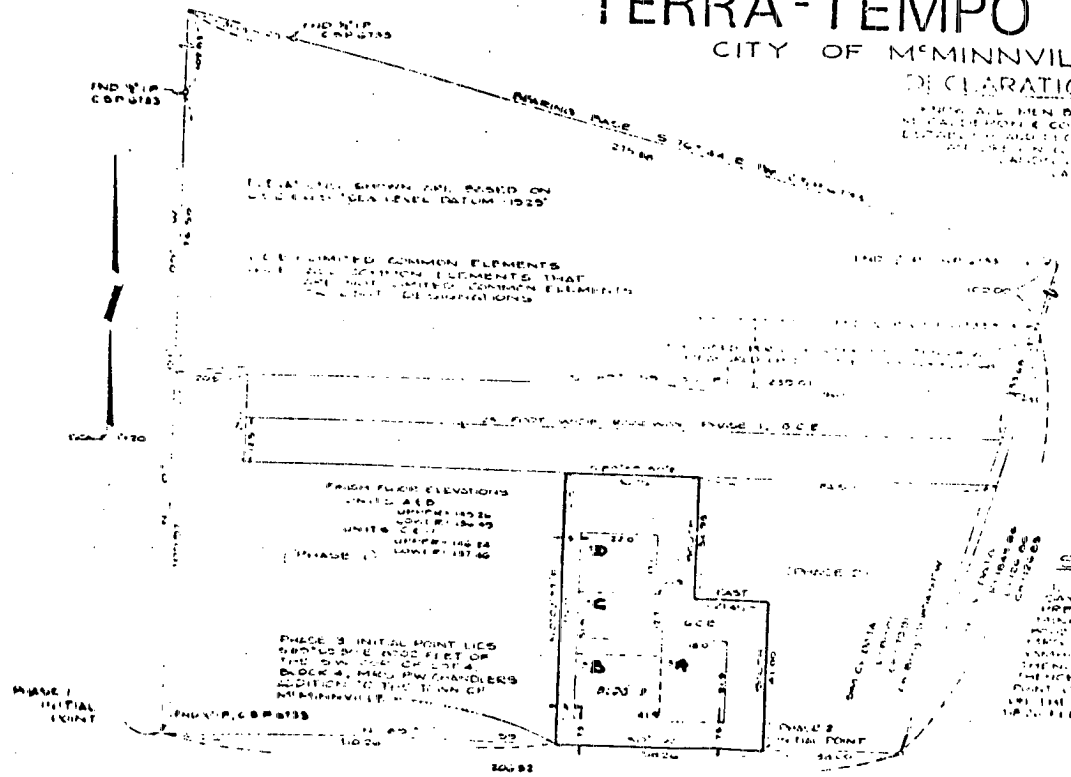
FILM 166 PAGE 1924

EXHIBIT "B"

PHASE 3

TERRA-TEMPO CONDOMINIUM

CITY OF McMINNVILLE, OREGON



DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT RICARDO M. SANDOVAL, JOSE M. CALLEJO POLO & CONSUELO LOPEZ, CO-OWNERS, DO HEREBY MAKE, DECLARE AND ACKNOWLEDGE THE ATTACHED MAP OF "TERRA-TEMPO CONDOMINIUM" ... TO BE A TRUE AND CORRECT MAP OF THE ... AND DO LAY OUT BY THEM AS A CONDOMINIUM IN SAID ... AND DO ... TO THE OPERATION OF THE ... AS LAID OUT IN CHAPTER 91 OF THE OREGON REVISED STATUTES.

ACKNOWLEDGEMENT

STATE OF OREGON)
) ss
COUNTY OF YAMHILL)

THIS CERTIFIES THAT ON ... BEFORE ME ... DULY SWORN DID SAY ... AND ACKNOWLEDGED ... INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED BEFORE ME.

Ursula Doval
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 3-30-1985

SURVEYOR'S CERTIFICATE

I, DAN E. LINDSTROM, BEING FIRST DULY SWORN, DEPOSE & SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ANNEXED MAP OF "TERRA-TEMPO CONDOMINIUM" ... BEING PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: ... THENCE ... 30.75 FEET; THENCE ... 30.75 FEET; THENCE EAST 61.5 FEET; THENCE SOUTH 30.75 FEET; THENCE EAST 61.5 FEET TO THE INITIAL POINT HEREIN.

APPROVALS

DATE

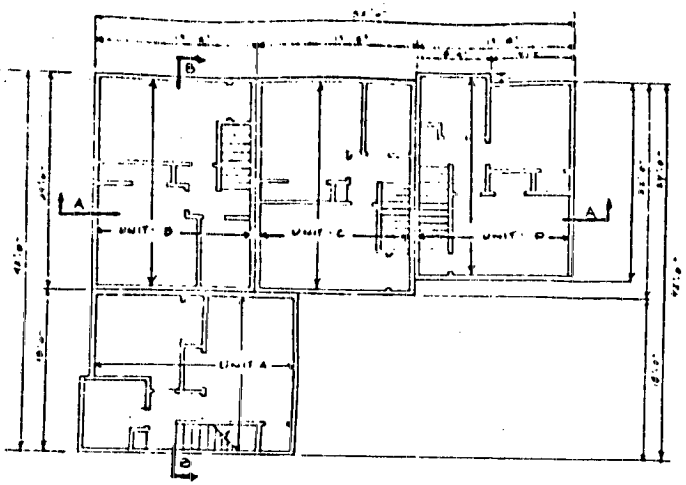
DATE

DATE

T.8-91-1

EXHIBIT "C"

BK 166 PAGE 1925



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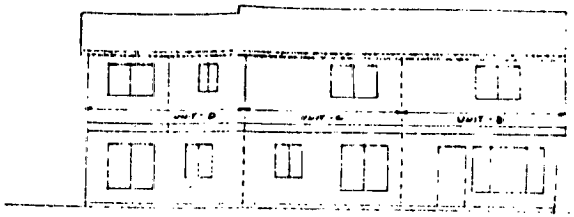

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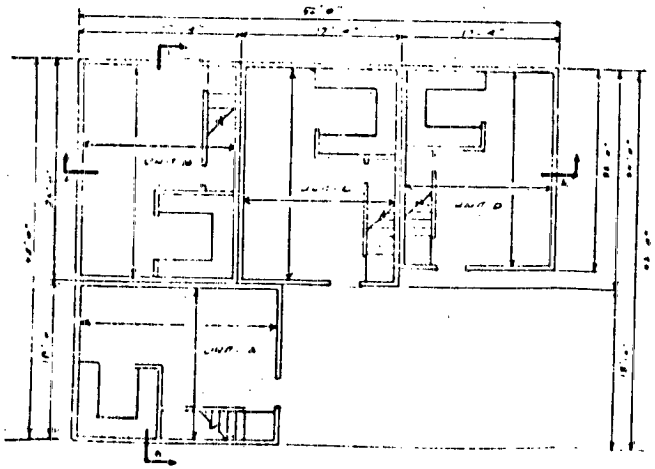

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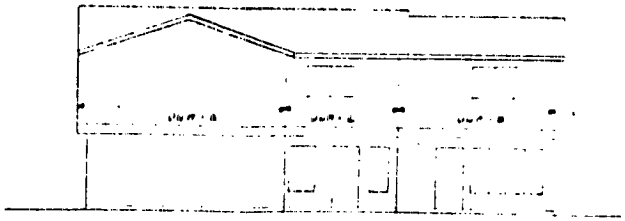


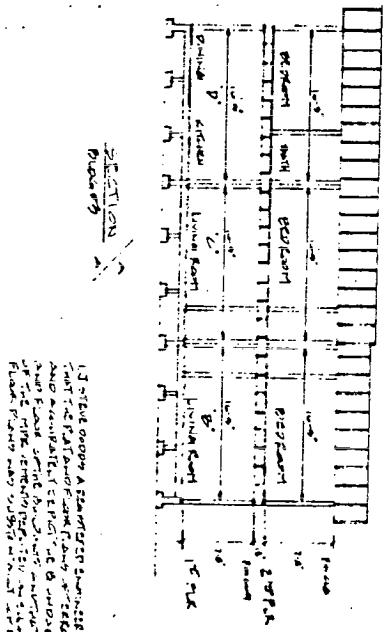
EAST ELEVATION - BLDG - 3

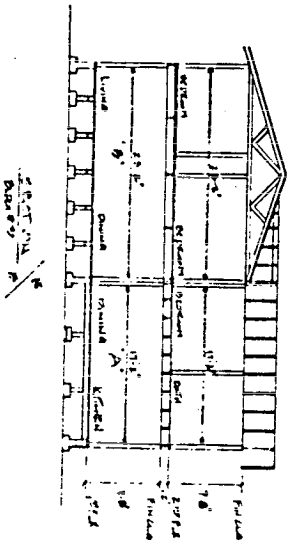
I, A DULY [illegible] REGISTERED [illegible] HEREBY CERTIFY THAT THE PLAT AND FLOOR PLANS OF THREE TRIPLEX [illegible] ARE ACCURATELY SURVEY THE DIMENSIONS OF THE UNITS AND BUILDING AS BUILT, CONSTRUCTION OF THE IMPROVEMENTS [illegible] THAT AND FURTHER [illegible]

1-15-82

EXHIBIT "C" continued

FILM 166 PAGE 1926





1-15-82

5-21-84

VOL 186 PAGE 062

AMENDMENT

TO

DECLARATION OF UNIT OWNERSHIP

AND SUPPLEMENTAL DECLARATIONS FOR PHASES II, AND III

OF

TERRA TEMPO CONDOMINIUM

The Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM, made February 4, 1981, and recorded June 2, 1981, in Film Volume 161, Page 841, Yamhill County, Oregon, Deed Records, is hereby amended as follows:

I.

Article III, paragraph 3.2, is hereby amended to read as follows:

> 3.2 General Description of Units. The project consists initially of two two-story buildings containing four units each, of wood frame construction, with a continuous cement foundation and no basement. The general location of each unit designation and all other data necessary for proper identification of each unit is set forth in Exhibit "B". Parking spaces are indicated in Exhibit "B". Each unit will be assigned one of the parking spaces at the time of the initial sale of the unit, such parking space to be a limited common element as set forth in Section 5.2 of Article V. Unassigned parking spaces will be general common elements. The approximate area (square footage) of each unit is set forth on Exhibit "C", attached hereto and made a part hereof.

II.

Article IV is hereby amended to read as follows:

> ARTICLE IV
>
> Development in Phases
>
> 4.1 Declarant proposes to develop the project in a maximum of 39 units in nine phases and annex each phase when completed.
>
> 4.2 Each unit will be entitled to a percentage ownership interest in the common elements determined by the ratio which each unit bears to the total number of all units. The percentage of interest in the common elements of units in each phase will change when the succeeding phases are annexed to TERRA TEMPO CONDOMINIUM. A chart showing the percentage of interest in the common elements of each unit upon the filing of this Declaration is set forth in Amended Exhibit

5-21-84

"C", attached hereto and by this reference made a part hereof.

4.3. No additional common elements which Declarant proposes to annex at each phase of development will substantially increase the proportionate amount of the common expenses payable by existing unit owners.

4.4 Declarant reserves the right to limit the TERRA TEMPO CONDOMINIUM to fewer than 39 units and fewer than nine phases. In any event, no additional phases shall be added to TERRA TEMPO CONDOMINIUM after seven years following the recording date of this Declaration. The recreational amenities shall be completed as a part of the last phase, unless done earlier.

III.

Article V, paragraph 5.2 is hereby amended to read as follows:

5.2 Limited Common Elements. The patios and the decks, if any, shall be limited common elements assigned to the units to which they are attached, as shown on Exhibit "B". As each phase is developed, one parking space for each unit may be assigned to that individual unit as a limited common element, by the applicable supplemental declaration, and shall be reserved for the sole use of each unit designated, and such assignment can only be changed in accordance with ORS 91.563(4) and the approval of the Board of Directors. The parking designations for Phase I are shown on Exhibit "B", attached hereto and by this reference made a part hereof.

IV.

The following supplemental declarations are hereby amended to conform to and be subject to the amendments herein made to the original Declaration, and to Exhibits "D" and "E" attached hereto and made a part hereof:

1. Supplemental Declaration of Unit Ownership, Phase II, of TERRA TEMPO CONDOMINIUM, made September 1, 1981, and recorded Oct. 14, 1981, in Film Volume 164, Page 1857, Yamhill County, Oregon, Deed Records.

2. Supplemental Declaration of Unit Ownership, Phase III, of TERRA TEMPO CONDOMINIUM, made Oct. 13, 1981, and recorded Jan. 15, 1982, in Film Volume 166, Page 1915, Yamhill County, Oregon, Deed Records.

IN WITNESS WHEREOF, this Amendment has been executed as of the 24 day of APRIL, 1984.

Ricardo R. Sardina

Jennifer K. Sardina

Raymond Martin

Conrado Lopez

Oneida Lopez

Frank Miles

Lita S. Miles

Jose S. Calderon

Marta Calderon

David Wall

Larinda Wall

Jose M. Calderon

Juliana Calderon

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named RICHARDO R. SARDINA and acknowledged the foregoing instrument to be his free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires: 7-4-1986

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named JENNIFER K. SARDINA and acknowledged the foregoing instrument to be her free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires: 2-26-86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named RAYMOND C. MARTIN and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 11-16-87

3. AMENDMENT TO DECLARATION OF UNIT OWNERSHIP

5-21-84

VOL. 186 PAGE 665

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named CONRADO LOPEZ and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires:

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named ONEIDA LOPEZ and acknowledged the foregoing instrument to be her free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires:

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named FRANK MILES and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires:

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named ELIA S. MILES and acknowledged the foregoing instrument to be her free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires:

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named JOSE S. CALDERON and acknowledged the foregoing instrument to be his free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires:

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named MARTA CALDERON and acknowledged the foregoing instrument to be her free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-20-86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named DAVID WALL and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-20-86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named LARINDA WALL and acknowledged the foregoing instrument to be her free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 11-25-84

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named JOSE M. CALDERON and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 11-25-84

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named JULIANA CALDERON and acknowledged the foregoing instrument to be her free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-20-86

5. AMENDMENT TO DECLARATION OF UNIT OWNERSHIP

CERTIFICATE

IT IS HEREBY CERTIFIED by RICHARD R SHELLMAN, chairman of TERRA TEMPO CONDOMINIUM Unit Owners Association, and by [illegible], secretary of TERRA TEMPO CONDOMINIUM Unit Owners Association, that the above amendment to the Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM, and Supplemental Declarations for Phases II and III thereof, have been duly approved by all of the unit owners of the association and have been duly adopted in accordance with the provisions of ORS 94.004 to 94.488 and 94.991.

Richard R Shellman
Chairman

Secretary

The foregoing Amendment to Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM and Supplemental Declarations for Phases II and III thereof, are approved pursuant to ORS 94.059 this 7th day of May, 1984.

MORELLA LARSEN
Real Estate Commissioner

By: Barbara Kanz

YAMHILL COUNTY CLERK
STATE OF OREGON

STATE OF OREGON)
) 03693
County of Yamhill)

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

FILED
YAMHILL COUNTY, OREGON
'84 MAY 21 PM 3 27
CHARLES STERN
COUNTY CLERK
DEPUTY

VOL. 186 Page 662
37.50

6. AMENDMENT TO DECLARATION OF UNIT OWNERSHIP

5-21-84

VOL 186 PAGE 068

AMENDED EXHIBIT "C"

Percentage Ownership Interest in Common Elements

Phase 1

TERRA TEMPO CONDOMINIUM

Unit No.	Percent Ownership Interest	Square Footage
1A	12.50	1,008
1B	12.50	940
1C	12.50	940
1D	12.50	1,008
2A	12.50	1,008
2B	12.50	940
2C	12.50	940
2D	12.50	1,008
	100.00	

The minimum allocation of undivided interest in the common elements of each of the above units upon completion of development of all phases is 2.5641 percent.

5-21-84

VOL 186 PAGE 669

EXHIBIT "D"

Percentage Ownership Interest in Common Elements

Phase 2

TERRA TEMPO CONDOMINIUM

Unit No.	Percent Ownership Interest	Square Footage
4A	9.0909	752
4B	9.0909	1,136
4C	9.091	1,096
	27.2728	
Phase 1 Units (8 @ 9.0909)	72.7272	
	100.00	

The minimum allocation of undivided interest in the common elements of each of the above units upon completion of development of all phases is 2.5641 percent.

1. EXHIBIT "D"

5-21-84

VOL 186 PAGE 670

EXHIBIT "E"

Percentage Ownership Interest in Common Elements

Phase 3

TERRA TEMPO CONDOMINIUM

Unit No.	Percent Ownership Interest	Square Footage
3A	6.6666	732
3B	6.6666	793
3C	6.6666	793
3D	6.6676	762
	26.6674	
Phase 1 Units (8 @6.6666)	53.3328	
Phase 2 Units (3 @6.6666)	19.9998	
	100.00	

The minimum allocation of undivided interest in the common elements of each of the above units upon completion of development of all phases is 2.5641 percent.

1. EXHIBIT "E"

6-18-84

VOL 137 PAGE 214

AMENDMENT

TO

DECLARATION OF UNIT OWNERSHIP

AND SUPPLEMENTAL DECLARATIONS FOR PHASES II, AND III

OF

TERRA TEMPO CONDOMINIUM

The Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM, made February 4, 1981, and recorded June 2, 1981, in Film Volume 161, Page 841, Yamhill County, Oregon, Deed Records, is hereby amended as follows:

I.

Article III, paragraph 3.2, is hereby amended to read as follows:

> 3.2 General Description of Units. The project consists initially of two two-story buildings containing four units each, of wood frame construction, with a continuous cement foundation and no basement. The general location of each unit designation and all other data necessary for proper identification of each unit is set forth in Exhibit "B". Parking spaces are indicated in Exhibit "B". Each unit will be assigned one of the parking spaces at the time of the initial sale of the unit, such parking space to be a limited common element as set forth in Section 5.2 of Article V. Unassigned parking spaces will be general common elements. The approximate area (square footage) of each unit is set forth on Exhibit "C", attached hereto and made a part hereof.

II.

Article IV is hereby amended to read as follows:

ARTICLE IV

Development in Phases

> 4.1 Declarant proposes to develop the project in a maximum of 39 units in nine phases and annex each phase when completed.
>
> 4.2 Each unit will be entitled to a percentage ownership interest in the common elements determined by the ratio which each unit bears to the total number of all units. The percentage of interest in the common elements of units in each phase will change when the succeeding phases are annexed to TERRA TEMPO CONDOMINIUM. A chart showing the percentage of interest in the common elements of each unit upon the filing of this Declaration is set forth in Amended Exhibit

6-18-84

"C", attached hereto and by this reference made a part hereof.

4.3. No additional common elements which Declarant proposes to annex at each phase of development will substantially increase the proportionate amount of the common expenses payable by existing unit owners.

4.4 Declarant reserves the right to limit the TERRA TEMPO CONDOMINIUM to fewer than 39 units and fewer than nine phases. In any event, no additional phases shall be added to TERRA TEMPO CONDOMINIUM after seven years following the recording date of this Declaration. The recreational amenities shall be completed as a part of the last phase, unless done earlier.

III.

Article V, paragraph 5.2 is hereby amended to read as follows:

5.2 Limited Common Elements. The patios and the decks, if any, shall be limited common elements assigned to the units to which they are attached, as shown on Exhibit "B". As each phase is developed, one parking space for each unit may be assigned to that individual unit as a limited common element, by the applicable supplemental declaration, and shall be reserved for the sole use of each unit designated, and such assignment can only be changed in accordance with ORS 91.563(4) and the approval of the Board of Directors. The parking designations for Phase I are shown on Exhibit "B", attached hereto and by this reference made a part hereof.

IV.

The following supplemental declarations are hereby amended to conform to and be subject to the amendments herein made to the original Declaration, and to Exhibits "D" and "E" attached hereto and made a part hereof:

1. Supplemental Declaration of Unit Ownership, Phase II, of TERRA TEMPO CONDOMINIUM, made September 1, 1981, and recorded Oct. 14, 1981, in Film Volume 164, Page 1057, Yamhill County, Oregon, Deed Records.

2. Supplemental Declaration of Unit Ownership, Phase III, of TERRA TEMPO CONDOMINIUM, made Oct. 13, 1981, and recorded Jan. 15, 1982, in Film Volume 166, Page 1915, Yamhill County, Oregon, Deed Records.

2. AMENDMENT TO DECLARATION OF UNIT OWNERSHIP

IN WITNESS WHEREOF, this Amendment has been executed as of the 24 day of APRIL, 1984.

Ricardo R. Sardina

Jennifer K. Sardina

Raymond Martin

Conrado Lopez

Oneida Lopez

Frank Miles

Elia S. Miles

Jose S. Calderon

Marta Calderon

David Wall

Larinda Wall

Jose M. Calderon

Juliana Calderon

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named RICARDO R. SARDINA and acknowledged the foregoing instrument to be his free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires: 7-4-1986

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named JENNIFER K. SARDINA and acknowledged the foregoing instrument to be her free act and deed,

Before me:

Notary Public for Oregon
My Commission Expires: 2 x 86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named RAYMOND C. MARTIN and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 11-18-87

3. AMENDMENT TO DECLARATION OF UNIT OWNERSHIP

6-18 84

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named CONRADO LOPEZ and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-10-86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named ONEIDA LOPEZ and acknowledged the foregoing instrument to be her free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-10-86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named FRANK MILES and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-10-86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named ELIA S. MILES and acknowledged the foregoing instrument to be her free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-10-86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named JOSE S. CALDERON and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-10-86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named MARTA CALDERON and acknowledged the foregoing instrument to be her free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-26-86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named DAVID WALL and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-26-86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named LARINDA WALL and acknowledged the foregoing instrument to be her free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 11-25-84

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named JOSE M. CALDERON and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 11-25-84

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named JULIANA CALDERON and acknowledged the foregoing instrument to be her free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-26-86

5. AMENDMENT TO DECLARATION OF UNIT OWNERSHIP

6-18-84

VOL. 187 PAGE 219

CERTIFICATE

IT IS HEREBY CERTIFIED by Kenneth R Sanders, chairman of TERRA TEMPO CONDOMINIUM Unit Owners Association, and by [illegible], secretary of TERRA TEMPO CONDOMINIUM Unit Owners Association, that the above amendment to the Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM, and Supplemental Declarations for Phases II and III thereof, have been duly approved by all of the unit owners of the association and have been duly adopted in accordance with the provisions of ORS 94.004 to 94.488 and 94.991.

Kenneth R Sanders
Chairman

[signature]
Secretary

The foregoing Amendment to Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM and Supplemental Declarations for Phases II and III thereof, are approved pursuant to ORS 94.059 this 7th day of May, 1984.

MORELLA LARSEN
Real Estate Commissioner

By: Barbara Kanz

04456

STATE OF OREGON)
) 04456 FILED
County of Yamhill) YAMHILL COUNTY, OREGON

I hereby certify that the JUN 18 PM 1:35
within was received and duly
recorded by me in Yamhill CHARLES STERN
County records: COUNTY CLERK

VOL. 187 Page 214 Deputy
37.50 4.00

6. AMENDMENT TO DECLARATION OF UNIT OWNERSHIP

6-18-84

The foregoing Amendment to Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM and Supplemental Declarations for Phases II and III thereof, are approved pursuant to ORS 94.059

Date: 6-18-84

Yamhill County Assessor

Date:

Yamhill County Tax Collector

7. AMENDMENT TO DECLARATION OF UNIT OWNERSHIP

6-18 84

VOL 187 PAGE 221

AMENDED EXHIBIT "C"

Percentage Ownership Interest in Common Elements

Phase 1

TERRA TEMPO CONDOMINIUM

Unit No.	Percent Ownership Interest	Square Footage
1A	12.50	1,008
1B	12.50	940
1C	12.50	940
1D	12.50	1,008
2A	12.50	1,008
2B	12.50	940
2C	12.50	940
2D	12.50	1,008
	100.00	

The minimum allocation of undivided interest in the common elements of each of the above units upon completion of development of all phases is 2.5641 percent.

6-18 84

EXHIBIT "D"

Percentage Ownership Interest in Common Elements

Phase 2

TERRA TEMPO CONDOMINIUM

Unit No.	Percent Ownership Interest	Square Footage
4A	9.0909	752
4B	9.0909	1,136
4C	9.091	1,096
	27.2728	
Phase 1 Units (@ 69.0909)	72.7272	
	100.00	

The minimum allocation of undivided interest in the common elements of each of the above units upon completion of development of all phases is 2.5641 percent.

1. EXHIBIT "F"

6-18 84

EXHIBIT "E"

Percentage Ownership Interest in Common Elements

Phase 3

TERRA TEMPO CONDOMINIUM

Unit No.	Percent Ownership Interest	Square Footage
3A	6.6666	732
3B	6.6666	793
3C	6.6666	793
3D	6.6676	762
	26.6674	
Phase 1 Units (8 @ 6.6666)	53.3328	
Phase 2 Units (3 @ 6.6666)	19.9998	
	100.00	

The minimum allocation of undivided interest in the common elements of each of the above units upon completion of development of all phases is 2.5641 percent.

1. EXHIBIT "E"

6-18-84

SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

PHASE 4

OF

TERRA TEMPO CONDOMINIUM

THIS SUPPLEMENTAL DECLARATION, made this 24 day of ~~October~~ April, 1984, by RICARDO R. SARDINA, CONRADO LOPEZ and JOSE M. CALDERON, hereinafter referred to as "Declarant;"

W I T N E S S E T H :

WHEREAS, by document dated February 4, 1981, entitled Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM, Declarant created a condominium known as TERRA TEMPO CONDOMINIUM, which is located in the City of McMinnville, Yamhill County, Oregon, and

WHEREAS, Declarant is the owner of the real property situated in the City of McMinnville, Yamhill County, Oregon, described in Exhibit "A," attached hereto and by this reference incorporated herein; and

WHEREAS, Declarant plans to construct certain condominium buildings and other improvements upon said real property described in Exhibit "A;" and

WHEREAS, Declarant desires to submit said real property to the provisions of the Oregon Unit Ownership Law as Phase 4 of said TERRA TEMPO CONDOMINIUM;

NOW, THEREFORE, Declarant hereby declares that the fee simple interest in the property described in Exhibit "A" shall be held, sold, used and conveyed subject to the Oregon Unit Ownership Law and the following easements, covenants,

restrictions, charges and liens, which said covenants, restrictions, etc., shall run with the property and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Declarant hereby accepts the definitions set forth in ORS 91.500 unless the context clearly indicates a different meaning therefor. In addition, the following terms shall be defined as hereinafter set forth:

1.1 "Association" shall mean TERRA TEMPO CONDOMINIUM OWNERS ASSOCIATION, which is an unincorporated association of unit owners.

1.2 "Bylaws" means the Bylaws of said TERRA TEMPO CONDOMINIUM UNIT OWNERS ASSOCIATION, adopted pursuant to the Phase 1 Declaration, as the same may be amended from time to time.

1.3 "Phase 1 Declaration" means that instrument dated February 4, 1981, recorded June 2, 1981, in Film Volume 161, Page 841, Yamhill County, Oregon, Deed Records.

1.4 Except as otherwise provided in this Supplemental Declaration, each of the terms defined in the Phase 1 Declaration shall have the meanings set forth in such document.

ARTICLE II

Property Subject to the Supplemental Declaration

2.1 The real property which is subject to this Supplemental Declaration is located in the City of McMinnville, Yamhill County, Oregon, and is described in Exhibit "A," attached hereto and by this reference made a part hereof.

ARTICLE III

Name, General Description and Boundaries

3.1 Name. The name by which the properties shall be known is TERRA TEMPO CONDOMINIUM.

3.2 General Description of Units. Phase 4 of the project consists of one three-story building containing seven units. Each unit is of a wood-frame construction, with a continuous cement foundation and no basement. The general location of each unit designation and all other data necessary for proper identification of each unit is set forth in the attached plat marked Exhibit "B" and by this reference made a part hereof. Parking spaces are indicated on Exhibit "B." Each unit except units Nos. 5A and 5B will be assigned one parking space at the time of the initial sale of the unit, such parking space to be a limited common element as set forth in Section 5.2 of Article V of the Phase 1 Declaration. Unassigned parking spaces will be general common elements. Units Nos. 5A and 5B each include private garages as a part of the unit, and are not assigned limited element parking spaces.

3.3 Boundaries. 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 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. The dimensions, design and approximate area of each unit are set forth in the attached floor plans marked Exhibit "B" and by this reference made a part hereof.

3.4 Recreation Building. Phase 4 also includes one three-story recreation building, which is of frame construction, with a continuous cement foundation and no basement. The location of said building is set forth in the attached plat marked Exhibit "B." The recreation building is to be a general common element.

ARTICLE IV

Common Elements

4.1 General Common Elements. General common elements shall include all walls, roofs, foundations and grounds, and shall in general consist of all portions of the structures and improvements which are not otherwise designated as units or limited common elements.

The percentage of the interest of each unit owner in the common elements at the completion of Phase 1 was 12.50%. At the completion of Phase 4, each unit owner will have the percentage of interest in the common elements shown on Exhibit "C" attached hereto and made a part hereof. At the completion of all phases of the project, each unit owner of Phase 4 will have no less than 2.5641% interest in the common elements, as shown on said Exhibit "C".

4. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

No owner's individual interest in the common elements shall be separated from the unit to which it appertains, and each such individual interest shall be conveyed or encumbered with such unit, though such interest is not expressly mentioned or described in the conveyance of such unit.

4.2 Limited Common Elements. The balconies shall be limited common elements assigned to the units to which they are attached, as shown on Exhibit "B". As each phase is developed, one parking space for each unit may be a limited common element which is assigned to that individual unit, by the applicable supplemental declaration, and shall be reserved for the sole use of each unit designated, and such assignment can only be changed in accordance with ORS 91.563(4) and the approval of the Board of Directors. The parking designations for Phase 4 are shown on Exhibit "B", attached hereto and by this reference made a part hereof.

4.3 Common Elements to Remain Undivided. Common elements shall remain undivided, and no owner shall bring any action for partition or division of any part thereof while the properties are subject to this Supplemental Declaration.

ARTICLE V

Use and Limitations of Each Building and Unit

5.1 Use of Units. Each unit is to be used for residential purposes, as described in the Phase 1 Declaration and Bylaws. Each unit owner shall be bound by each of said documents, and by any rules and regulations adopted pursuant thereto.

6-18 84

ARTICLE VI

Voting Rights and Common Expenses and Profits

6.1 Voting Rights. The owner of a unit shall have voting rights equal to the unit's allocation of undivided interest in the common elements, as herein set forth.

6.2 Distribution of Expenses and Profits. The common profits of the property shall be distributed among, and the common expenses shall be charged to the unit owners according to the allocation of undivided interest of each unit in the common elements.

ARTICLE VII

Easements and Encroachments

7.1 Reservation of Easements. Declarant hereby grants to the Association and reserves to Declarant, Declarant's successors, heirs and assigns, perpetual easements under, over and across all general common elements for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchorages and conduits for lighting, heating, power, telephone, television transmission, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of such common elements. Declarant reserves and grants to the Association the right to cut and/or trim any tree or other growth upon such common elements which may interfere with or menace the construction, maintenance or operation of such utilities.

7.2 Granting of Easements, Etc. The Association shall have the authority to execute, acknowledge, deliver and record on behalf of the unit owners easements, rights-of-way, licenses and other similar interests affecting the general common elements, pursuant to ORS 91.527.

7.3 Easements to Association. There is hereby granted to the Association, its agents and servants an easement in gross with respect to all of the properties for the purpose of entry and access for landscaping and maintenance of the common elements, for the performance of its duties of exterior maintenance, for the purpose of making emergency repairs, for the purpose of making repairs which are required to be made by a unit owner under the Phase 1 Declaration, this Supplemental Declaration, the Bylaws or the laws of the State of Oregon, and which have not been made by the unit owner and for the execution generally of its rights and obligations as otherwise provided in the Phase 1 Declaration and this Supplemental Declaration.

7.4 Easement of Ingress and Egress. There is hereby granted to owners and tenants, invitees and guests a non-exclusive easement for ingress and egress over the common elements.

7.5 Encroachments. None of the rights and obligations of the owners created herein shall be altered in any way by encroachment through the settlement, shifting or rebuilding of structures or any other cause. There shall be valid easements for the maintenance of such encroachments for so

6-18 84

long as they shall exist, provided, however, that in no event shall a valid easement for encroachment occur due to the willful conduct of an owner or owners.

ARTICLE VIII

Adoption by Reference

8.1 Except as otherwise expressly provided in this Supplemental Declaration, each of the provisions of the Phase 1 Declaration and the Bylaws shall be applicable to Phase 4 of TERRA TEMPO CONDOMINIUM.

ARTICLE IX

General Provisions

9.1 Interpretation. The provisions of this Supplemental Declaration shall be liberally construed to effectuate its purpose in creating a uniform plan for the development and operation of a condominium project.

9.2 Amendment. Except as otherwise provided herein, this Supplemental Declaration may be amended by an instrument in writing signed and acknowledged by owners holding seventy-five percent (75%) of the voting rights hereunder. The amendment, however, shall not be effective for any purpose until a copy thereof is recorded in the office of the recording officer of Yamhill County, Oregon. Before any amended supplemental declaration or amendment to a supplemental declaration may be recorded, it must be approved by the Real Estate Commissioner of the State of Oregon. Except as otherwise provided in ORS 91.500 to 91.671 and 91.990, no amendment may change the allocation of undivided interest in

the common elements, liability for common expenses, right to common profits or voting rights of any unit unless such amendment has been approved by the owners of the affected units.

At any time during pre-sales and prior to the transfer of possession and ownership of any unit to its owner, Declarant shall have, and hereby reserves the right, with the consent of the Real Estate Commissioner of Oregon, to amend, alter or withdraw this Supplemental Declaration in whole or in part. Declarant's withdrawal of this Supplemental Declaration in full shall relieve the real property of its submission to unit ownership under ORS 91.500 and the following.

No amendment will be made to the Supplemental Declaration without the prior written consent of the Declarant until after annexation of the last phase of the condominium, and so long as Declarant owns more than one of the units in the last phase of the condominium, provided, however, that no such consent shall be required seven years after the date on which the Phase 1 Declaration was recorded.

9.3 Severability. The provisions of this Supplemental Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not effect the validity or enforceability of any other provision hereof.

9.4 Effective Date. This Supplemental Declaration shall take effect upon recording.

6-18 84

IN WITNESS WHEREOF, Declarant has executed the foregoing Supplemental Declaration as of the day and year hereinabove first set forth.

Ricardo R. Sardina

Conrado Lopez

Jose M. Calderon

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named RICARDO R. SARDINA and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-4-86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named CONRADO LOPEZ and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-4-86

STATE OF OREGON,)
) ss.
County of [illegible])

Personally appeared the within named JOSE M. CALDERON and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires:

OCTOBER 19, 1909

10. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

6-18 84

VOL. 187 PAGE 234

The foregoing Supplemental Declaration is approved pursuant to ORS 91.512 this 7th day of May, 1984.

MORELLA LARSEN
Real Estate Commissioner

By: Barbara Karg

EXHIBIT "A"

Description of Real Property in TERRA TEMPO CONDOMINIUM

Phase 4

Beginning at a point which lies North 0°01'00" West 100.97 feet and South 89°59'30" East 100.24 feet of the Southwest corner of Lot 4, Block 4 of MRS. P. W. CHANDLERS ADDITION to the Town of McMinnville, in Yamhill County, Oregon; thence North 30°40'52" West a distance of 200.13 feet to a found 1/2" iron pipe; thence North 76°44' West 31.13 feet; thence South 0°01'00" East 179.33 feet; thence South 89°59'30" East 130.48 feet to the beginning point herein.

STATE OF OREGON)
) ss
County of Yamhill)

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

VOL. 187 Page 224

004458
FILED
YAMHILL COUNTY, OREGON
1984 JUN 18 PM 1:35
CHARLES STERN
COUNTY CLERK
DEPUTY

11. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

VOL. 187 PAGE 235

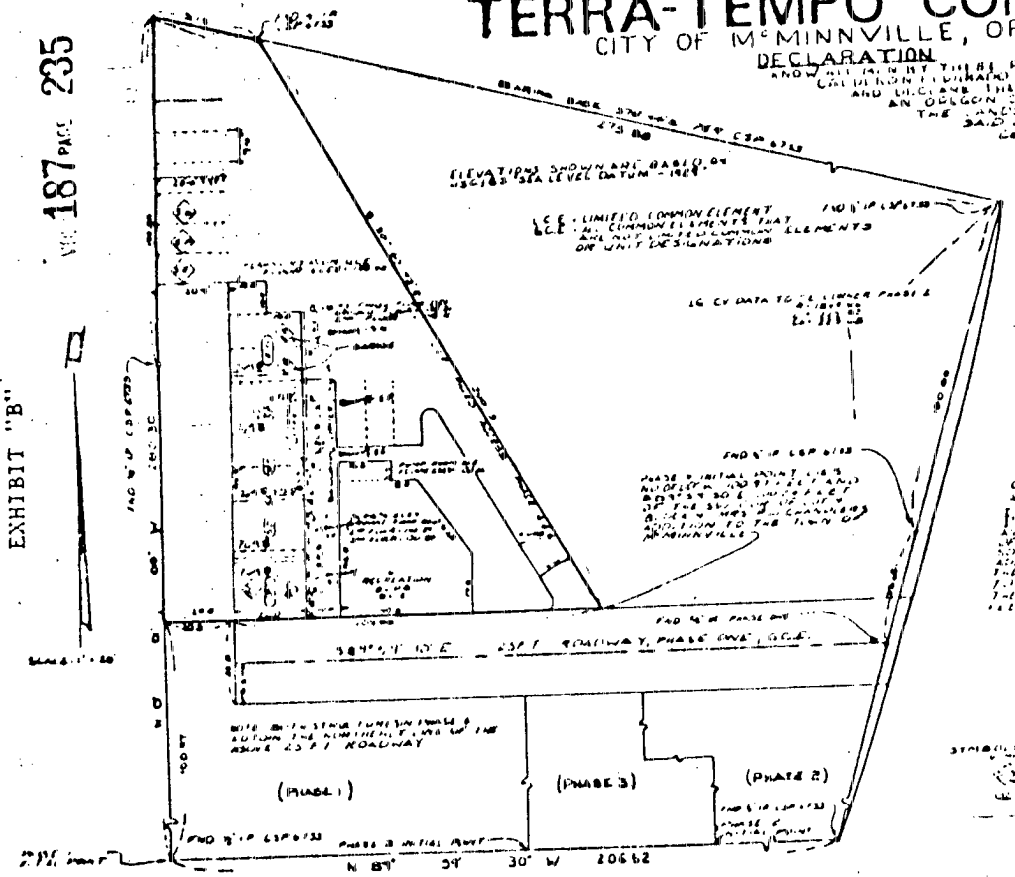
EXHIBIT "B"

6-18-84

PHASE 4

TERRA-TEMPO CONDOMINIUM

CITY OF McMINNVILLE, OREGON



DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT RICARDO N. SANDINA, JOSE M. SANDINA AND ALL OTHER LAWFUL OWNERS, HEREINAFTER REFERRED TO AS DECLARANT, HAVE CAUSED THE ANNEXED MAP OF TERRA-TEMPO CONDOMINIUM AND DECLARE THE SAME TO BE A TRUE AND CORRECT MAP OF AN OREGON CONDOMINIUM, TO BE KNOWN AS A CONDOMINIUM, THE LANDS OWNED AND LAID OUT BY THEM AS A CONDOMINIUM, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREUNTO ANNEXED AND TO BE FULLY COMMITTED TO THE OPERATION OF THE UNIT OWNERSHIP OF SAID LAND AS LAID OUT IN CHAPTER 91 OF THE OREGON REVISED STATUTES.

Ricardo N. Sandina

Jose M. Sandina

RICARDO N. SANDINA JOSE M. SANDINA

ACKNOWLEDGEMENTS

STATE OF OREGON)
COUNTY OF YAMHILL) ss

THIS CERTIFIES THAT ON THIS 23 DAY OF [illegible] BEFORE ME PERSONALLY APPEARED RICARDO N. SANDINA AND JOSE M. SANDINA, WHO ACKNOWLEDGED THEMSELVES TO BE THE DECLARANTS IN THE FOREGOING DECLARATION AND THAT EACH OF THEM ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

[illegible] NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES [illegible]

SURVEYOR'S CERTIFICATE

I, [illegible]

APPROVALS

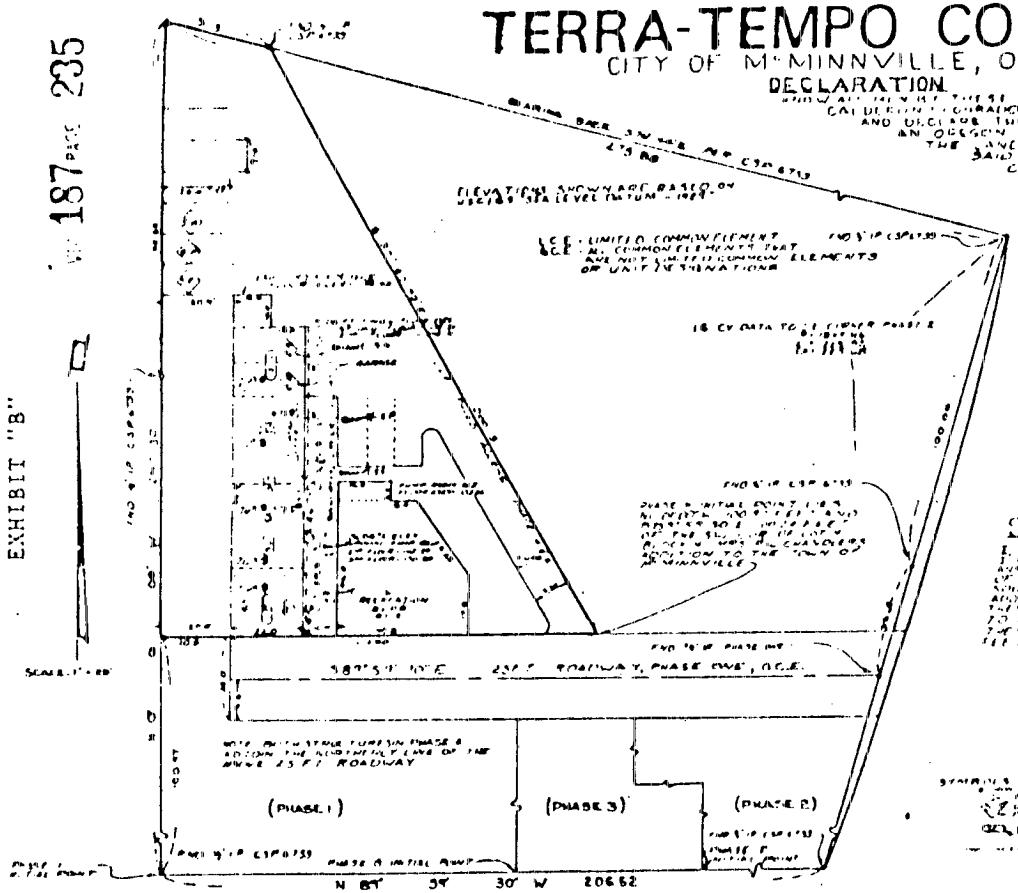
COUNTY COMMISSIONER	DATE	COUNTY CLERK	DATE	ALL TAXES, FEES, ASSESSMENTS AND OTHER CHARGES HAVE BEEN PAID AS OF _____, 1985
COUNTY COMMISSIONER	DATE	COUNTY ASSESSOR	DATE	
COUNTY COMMISSIONER	DATE	COUNTY SURVEYOR	DATE	COUNTY TAX COLLECTOR DATE

PHASE 4

TERRA-TEMPO CONDOMINIUM

CITY OF McMINNVILLE, OREGON

EXHIBIT "B"



DECLARATION

KNOW ALL MEN BY THESE PRESENTS, THAT RICARDO R. SARDINA, JOSE M. CALDERON, CHARLES CREEP, CO-OWNERS, DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF TERRA-TEMPO CONDOMINIUM AN OREGON CONDOMINIUM, TO BE A TRUE AND CORRECT MAP OF THE LANDS SO LAID OUT AND DESIGNATED AS A CONDOMINIUM. SAID LAND HEREIN DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREUNTO ANNEXED AND DO HEREBY COMMIT SAID LAND TO THE OPERATION OF THE UNIT OWNERSHIP LAW AS LAID OUT IN CHAPTER 91 OF THE OREGON REVISED STATUTES.

RICARDO R. SARDINA JOSE M. CALDERON CHARLES CREEP

ACKNOWLEDGEMENTS

STATE OF OREGON)
COUNTY OF YAMHILL) ss

THIS CERTIFIES THAT ON THIS 23 DAY OF November, 1981, PERSONALLY APPEARED BEFORE ME RICARDO R. SARDINA, JOSE M. CALDERON AND CHARLES CREEP, AND BEING FIRST DULY SWORN DID SAY THAT EACH OF THEM IS ONE OF THE OWNERS OF TERRA-TEMPO CONDOMINIUM AND THAT EACH OF THEM ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED BEFORE ME.

Ursula Druck
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 3-30-85

SURVEYORS CERTIFICATE

I, WILLIAM A. GILE, DULY REGISTERED AND LICENSED AS A PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED THE LAND SHOWN ON THE ANNEXED MAP OF TERRA-TEMPO CONDOMINIUM AN OREGON CONDOMINIUM, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF McMINNVILLE, YAMHILL COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 18 BEARS S 89° 39' 30" E 1,320.00 FEET AND S 0° 20' 30" W 1,320.00 FEET; THENCE N 89° 39' 30" W 206.62 FEET; THENCE N 0° 20' 30" E 1,320.00 FEET TO A FOUND 5/8" IRON ROD; THENCE S 89° 39' 30" E 206.62 FEET; THENCE S 0° 20' 30" W 1,320.00 FEET TO THE INITIAL POINT HEREIN.

WILLIAM A. GILE
LICENSED LAND SURVEYOR

APPROVALS

COUNTY COMMISSIONER	DATE	COUNTY CLERK	DATE	ALL TAXES, FEES, ASSESSMENTS AND OTHER CHARGES HAVE BEEN PAID AS OF _____, 1983
COUNTY COMMISSIONER	DATE	COUNTY ASSESSOR	DATE	
COUNTY COMMISSIONER	DATE	COUNTY SURVEYOR	DATE	COUNTY TAX COLLECTOR DATE

Vol. M87 Page 235

EXHIBIT "C"

Percentage Ownership Interest in Common Elements

Phase 4

TERRA TEMPO CONDOMINIUM

Unit No.	Percent Ownership Interest	Square Footage
5A	4.5454	
5B	4.5454	
5C	4.5454	
5D	4.5454	See Plat
5E	4.5454	
5F	4.5454	
5G	4.5454	
	31.8178	
Phase 1 Units (8 @4.5455)	36.3640	
Phase 2 Units (3 @4.5454)	13.6362	
Phase 3 Units (4 @4.5455)	18.1820	
	100.00	

The minimum allocation of undivided interest in the common elements of each of the above units upon completion of development of all phases is 2.5641 percent.

EXHIBIT "C"

6-18 84

The foregoing Supplemental Declaration is approved pursuant to ORS 94.036 this 18 day of JUNE 1984.

Yamhill County Assessor

Kim Worrell

The foregoing Supplemental Declaration is approved pursuant to ORS 94.036 this 18 day of June 1984.

Yamhill County Tax Collector

Marilyn Smith

10-3-84

VOL 189 PAGE 1243

SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

PHASE 5

OF

TERRA TEMPO CONDOMINIUM

THIS SUPPLEMENTAL DECLARATION, made this 11 day of SEPT., 1984, by RICARDO R. SARDINA, CONRADO LOPEZ and JOSE M. CALDERON, hereinafter referred to as "Declarant;"

W I T N E S S E T H :

WHEREAS, by document dated February 4, 1981, entitled Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM, Declarant created a condominium known as TERRA TEMPO CONDOMINIUM, which is located in the City of McMinnville, Yamhill County, Oregon, and

WHEREAS, Declarant is the owner of the real property situated in the City of McMinnville, Yamhill County, Oregon, described in Exhibit "A," attached hereto and by this reference incorporated herein; and

WHEREAS, Declarant plans to construct certain condominium buildings and other improvements upon said real property described in Exhibit "A;" and

WHEREAS, Declarant desires to submit said real property to the provisions of the Oregon Unit Ownership Law as Phase 5 of said TERRA TEMPO CONDOMINIUM;

NOW, THEREFORE, Declarant hereby declares that the fee simple interest in the property described in Exhibit "A" shall be held, sold, used and conveyed subject to the Oregon Unit Ownership Law and the following easements, covenants,

1. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

restrictions, charges and liens, which said covenants, restrictions, etc., shall run with the property and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

Definitions

Declarant hereby accepts the definitions set forth in ORS 91.500 unless the context clearly indicates a different meaning therefor. In addition, the following terms shall be defined as hereinafter set forth:

1.1 "Association" shall mean TERRA TEMPO CONDOMINIUM OWNERS ASSOCIATION, which is an unincorporated association of unit owners.

1.2 "Bylaws" means the Bylaws of said TERRA TEMPO CONDOMINIUM UNIT OWNERS ASSOCIATION, adopted pursuant to the Phase 1 Declaration, as the same may be amended from time to time.

1.3 "Phase 1 Declaration" means that instrument dated February 4, 1981, recorded June 2, 1981, in Film Volume 161, Page 841, Yamhill County, Oregon, Deed Records.

1.4 Except as otherwise provided in this Supplemental Declaration, each of the terms defined in the Phase 1 Declaration shall have the meanings set forth in such document.

ARTICLE II.

Property Subject to the Supplemental Declaration

2.1 The real property which is subject to this

10-3-84

Supplemental Declaration is located in the City of McMinnville, Yamhill County, Oregon, and is described in Exhibit "A," attached hereto and by this reference made a part hereof.

ARTICLE III.

Name, General Description and Boundaries

3.1 Name. The name by which the properties shall be known is TERRA TEMPO CONDOMINIUM.

3.2 General Description of Units. Phase 5 of the project consists of one two-story building containing six units. Each unit is of a wood-frame construction, with a continuous cement foundation and no basement. The general location of each unit designation and all other data necessary for proper identification of each unit is set forth in the attached plat marked Exhibit "B" and by this reference made a part hereof. Parking spaces and attached storage rooms are indicated on Exhibit "B." Each unit will be assigned one parking space and attached storage room at the time of the initial sale of the unit, such parking space and attached storage room to be a limited common element as set forth in Section 5.2 of Article V of the Phase 1 Declaration. One each parking space and attached storage room is assigned as a limited common element in this Phase 5 to Unit 4A and 4C of Phase 2 and to Unit 3A of Phase 3, as shown on Exhibit "B." Unassigned parking spaces will be general common elements, but they may be assigned as limited common elements to units constructed in later phases of the development.

10-3-84

3.3 Boundaries. 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 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. The dimensions, design and approximate area of each unit are set forth in the attached floor plans marked Exhibit "B" and by this reference made a part hereof.

ARTICLE IV.

Common Elements

4.1 General Common Elements. General common elements shall include all walls, roofs, foundations and grounds, and shall in general consist of all portions of the structures and improvements which are not otherwise designated as units or limited common elements.

The percentage of the interest of each unit owner in the common elements at the completion of Phase 1 was 12.50%. At the completion of Phase 5, each unit owner will have the percentage of interest in the common elements shown on Exhibit "C" attached hereto and made a part hereof. At the completion of all phases of the project, each unit owner of Phase 5 will have no less than 2.5641% interest in the common elements, as shown on said Exhibit "C." No owner's individual interest in the common elements shall be separated from the unit to which it appertains, and each such individual interest shall be conveyed or encumbered with such unit, though such interest is not expressly mentioned or described in the conveyance of such unit.

4.2 Limited Common Elements. The balconies shall be

10-3-84

limited common elements assigned to the units to which they are attached, as shown on Exhibit "B". As each phase is developed, one parking space for each unit may be a limited common element which is assigned to that individual unit, by the applicable Supplemental Declaration, and shall be reserved for the sole use of each unit designated, and such assignment can only be changed in accordance with ORS 91.563(4) and the approval of the Board of Directors. The parking designations for Phase 5 are shown on Exhibit "B", attached hereto and by this reference made a part hereof.

4.3 Common Elements to Remain Undivided. Common elements shall remain undivided, and no owner shall bring any action for partition or division of any part thereof while the properties are subject to this Supplemental Declaration.

ARTICLE V.

Use and Limitations of Each Building and Unit

5.1 Use of Units. Each unit is to be used for residential purposes, as described in the Phase 1 Declaration and Bylaws. Each unit owner shall be bound by each of said documents, and by any rules and regulations adopted pursuant thereto.

ARTICLE VI.

Voting Rights and Common Expenses and Profits

6.1 Voting Rights. The owner of a unit shall have voting rights equal to the unit's allocation of undivided interest in the common elements, as herein set forth.

10-3-84

6.2 Distribution of Expenses and Profits. The common profits of the property shall be distributed among, and the common expenses shall be charged to the unit owners according to the allocation of undivided interest of each unit in the common elements.

ARTICLE VII.

Easements and Encroachments

7.1 Reservation of Easements. Declarant hereby grants to the Association and reserves to Declarant, Declarant's successors, heirs and assigns, perpetual easements under, over and across all general common elements for the purpose

of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchorages and conduits for lighting, heating, power, telephone, television transmission, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of such common elements. Declarant reserves and grants to the Association the right to cut and/or trim any tree or other growth upon such common elements which may interfere with or menace the construction, maintenance or operation of such utilities.

7.2 Granting of Easements, Etc. The Association shall have the authority to execute, acknowledge, deliver and record on behalf of the unit owners easements, rights-of-way, licenses and other similar interests affecting the general common elements, pursuant to ORS 91.527.

7.3 Easements to Association. There is hereby granted to the Association, its agents and servants an easement in gross with respect to all of the properties for the purpose of entry and access for landscaping and maintenance of the common elements, for the performance of its duties of exterior maintenance, for the purpose of making emergency repairs, for the purpose of making repairs which are required to be made by a unit owner under the Phase 1 Declaration, this Supplemental Declaration, the Bylaws or the laws of the State of Oregon, and which have not been made by the unit owner and for the execution generally of its rights and

obligations as otherwise provided in the Phase 1 Declaration and this Supplemental Declaration.

7.4 Easement of Ingress and Egress. There is hereby granted to owners and tenants, invitees and guests a nonexclusive easement for ingress and egress over the common elements.

7.5 Encroachments. None of the rights and obligations of the owners created herein shall be altered in any way by encroachment through the settlement, shifting or rebuilding of structures or any other cause. There shall be valid easements for the maintenance of such encroachments for so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment occur due to the willful conduct of an owner or owners.

ARTICLE VIII.

Adoption by Reference

8.1 Except as otherwise expressly provided in this Supplemental Declaration, each of the provisions of the Phase 1 Declaration and the Bylaws shall be applicable to Phase 5 of TERRA TEMPO CONDOMINIUM.

ARTICLE IX.

General Provisions

9.1 Interpretation. The provisions of this Supplemental Declaration shall be liberally construed to effectuate its purpose in creating a uniform plan for the development and operation of a condominium project.

9.2 Amendment. Except as otherwise provided herein, this Supplemental Declaration may be amended by an instrument in writing signed and acknowledged by owners holding seventy-five percent (75%) of the voting rights hereunder. The amendment, however, shall not be effective for any purpose until a copy thereof is recorded in the office of the recording officer of Yamhill County, Oregon. Before any Amended Supplemental Declaration or amendment to a Supplemental Declaration may be recorded, it must be approved by the Real Estate Commissioner of the State of Oregon. Except as otherwise provided in ORS 91.500 to 91.671 and 91.990, no amendment may change the allocation of undivided interest in the common elements, liability for common expenses, right to common profits or voting rights of any unit unless such amendment has been approved by the owners of the affected units.

At any time during pre-sales and prior to the transfer of possession and ownership of any unit to its owner, Declarant shall have, and hereby reserves the right, with the consent of the Real Estate Commissioner of Oregon, to amend, alter or withdraw this Supplemental Declaration in whole or in part. Declarant's withdrawal of this Supplemental Declaration in full shall relieve the real property of its submission to unit ownership under ORS 91.500 and the following.

No amendment will be made to the Supplemental Declaration without the prior written consent of the

Declarant until after annexation of the last phase of the condominium, and so long as Declarant owns more than one of the units in the last phase of the condominium, provided, however, that no such consent shall be required seven years after the date on which the Phase 1 Declaration was recorded.

9.3 Severability. The provisions of this Supplemental Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not effect the validity or enforceability of any other provision hereof.

9.4 Effective Date. This Supplemental Declaration shall take effect upon recording.

IN WITNESS WHEREOF, Declarant has executed the foregoing Supplemental Declaration as of the day and year hereinabove first set forth.

Ricardo R. Sardina

Conrado Lopez

Jose M. Calderon

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named RICARDO R. SARDINA, and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-22-86

9. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named CONRADO LOPEZ, and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-2-86

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named JOSE M. CALDERON, and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 4/20/87

The foregoing Supplemental Declaration is approved pursuant to ORS 94.036 this 11 day of September, 1984.

MORELLA LARSEN
Real Estate Commissioner

By:

EXHIBIT "A"

Description of Real Property in TERRA TEMPO CONDOMINIUM

Phase 5

Beginning at a point which lies North 00°01'00" West 100.97 feet and South 89°59'30" East 100.24 feet of the Southwest corner of Lot 4, Block 4, MRS. P. W. CHANDLERS ADDITION to the Town of McMinnville, Yamhill County, Oregon; thence North 30°40'52" West 200.13 feet to a found 1/2 inch iron pipe; thence South 76°44' East 63.43 feet; thence South 30°40'52" East 140.64 feet; thence South 59°11'23" West 33.99 feet; thence South 30°40'52" East 22.31 feet; thence North 89°59'30" West 13.58 feet to the initial point herein.

10. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

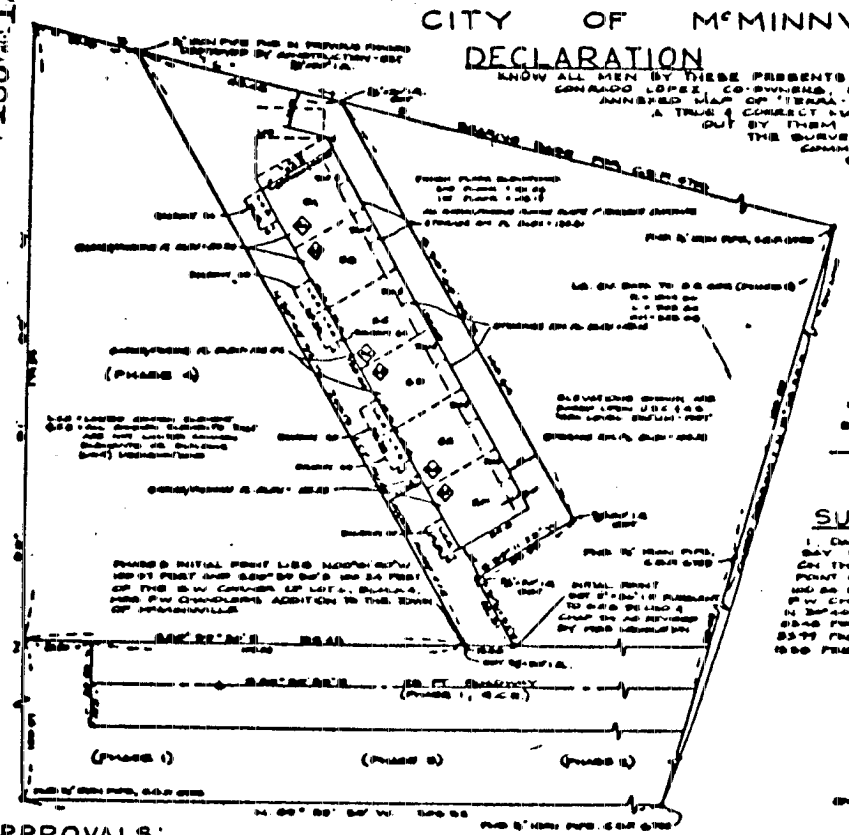
EXHIBIT "B"

VOL. 189 PAGE 1255

PHASE 3

TERRA-TEMPO CONDOMINIUM

CITY OF McMINNVILLE, OREGON



DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT RICARDO R BARDINA, JOSE M CALDERON & CONRADO LOPEZ, CO-OWNERS, DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "TERRA-TEMPO CONDOMINIUM", AN OREGON CONDOMINIUM, TO BE A TRUE & CORRECT MAP OF THE LANDS OWNED AND LAID OWNED AND LAID OUT BY THEM AS A CONDOMINIUM, SAID LAND BEING DESCRIBED IN THE SURVEYORS CERTIFICATE HEREUNTO ANNEXED AND DO HEREBY COMMIT SAID LAND TO THE OPERATION OF THE UNIT OWNERSHIP LAW AS LAID OUT IN CHAPTER 94 OF THE OREGON REVISED STATUTES.

Ricardo R Bardina Jose M Calderon Conrado Lopez

RICARDO R BARDINA JOSE M CALDERON CONRADO LOPEZ

ACKNOWLEDGEMENTS

STATE OF OREGON)
COUNTY OF YAMHILL) ss

THIS CERTIFIES THAT ON THIS 16 DAY OF [illegible] 1984 PERSONALLY APPEARED BEFORE ME RICARDO R BARDINA, JOSE M CALDERON & CONRADO LOPEZ, WHO BEING DULY SWORN DID SAY THAT THEY ARE OWNERS OF THE "TERRA-TEMPO CONDOMINIUM" AND THAT EACH OF THEM ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT & DEED

BEFORE ME

Nicole Daniel NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 2-24-87

SURVEYORS CERTIFICATE

I, DAN B LINDGREN, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED THE LAND REPRESENTED ON THE ANNEXED MAP OF "TERRA-TEMPO CONDOMINIUM", THE INITIAL POINT OF WHICH LIES N 00°01'00" W 1130.91 FEET AND S 89°59' W 100.00 FEET OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 4, MAP OF CHANDLERS ADDITION TO THE TOWN OF MCMINNVILLE, THENCE N 89°40' W 100.00 FEET TO A FOUND 5/8" IRON PIPE, THENCE S 0°20' W 264.00 FEET, THENCE S 89°40' E 100.00 FEET, THENCE N 0°20' E 264.00 FEET TO THE INITIAL POINT HEREIN.

Dan B Lindgren
DAN B LINDGREN
LAND SURVEYOR

APPROVALS:

COUNTY COMMISSIONER	DATE	COUNTY CLERK	DATE
COUNTY COMMISSIONER	DATE	COUNTY ASSESSOR	DATE
COUNTY COMMISSIONER	DATE	COUNTY SURVEYOR	DATE

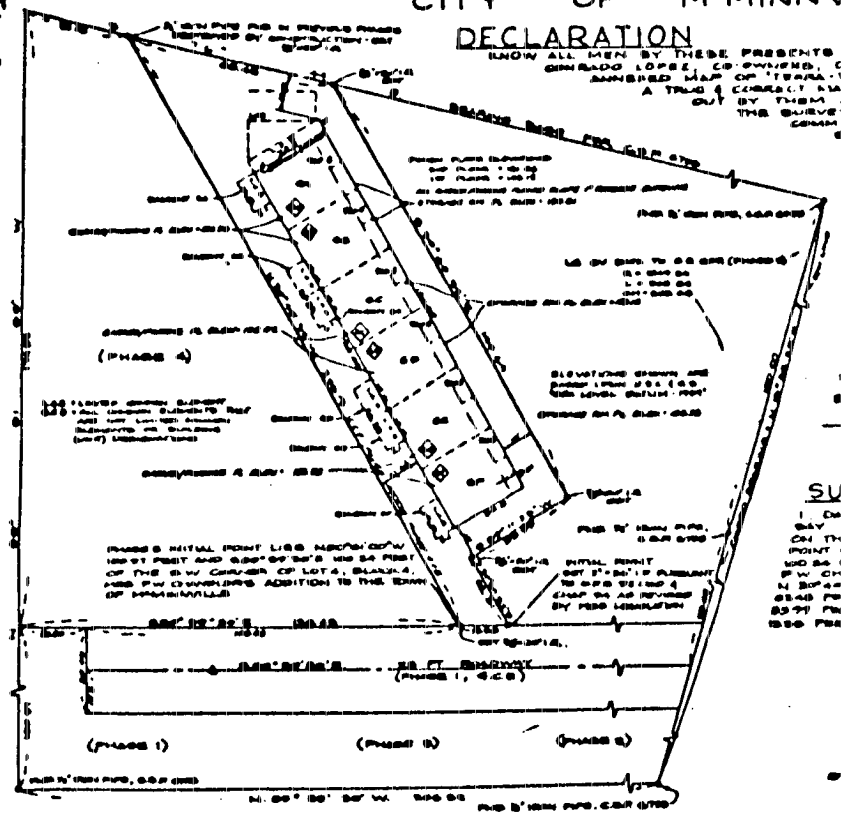
ALL TAXES, FEES, ASSESSMENTS & OTHER CHARGES HAVE BEEN PAID AS OF _____, 19__

COUNTY TAX COLLECTOR _____ DATE

EXHIBIT "B"

Vol. 189 Page 1255

PHASE 5
TERRA-TEMPO CONDOMINIUM
CITY OF McMINNVILLE, OREGON



DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT RICARDO R BARDINA, JOSE M CALDERON & CONRADO LOPEZ, CO-OWNERS, DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "TERRA-TEMPO CONDOMINIUM" AN OREGON CONDOMINIUM, TO BE A TRUE & CORRECT MAP OF THE LANDS OWNED AND LAID OUT BY THEM AS A CONDOMINIUM, SAID LAND BEING DESCRIBED IN THE SURVEYORS CERTIFICATE HEREUNTO ANNEXED AND DO HEREBY SUBMIT SAID LAND TO THE OPERATION OF THE UNIT OWNERSHIP LAW AS LAID OUT IN CHAPTER 94 OF THE OREGON REVISED STATUTES

Ricardo R Bardina Jose M Calderon Conrado Lopez

ACKNOWLEDGEMENTS

STATE OF OREGON } ss
COUNTY OF YAMHILL }

THIS CERTIFIES THAT ON THIS 30 DAY OF June 1981 PERSONALLY APPEARED BEFORE ME RICARDO R BARDINA, JOSE M CALDERON & CONRADO LOPEZ, WHO BEING DULY SWORN DID SAY THAT THEY ARE CO-OWNERS OF THE "TERRA-TEMPO CONDOMINIUM" AND THAT EACH OF THEM ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT & DEED.

BEFORE ME
Lucile Deal
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 1-16-85

SURVEYORS CERTIFICATE

I, DAN B LINSCHEID, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I HAVE LAWFULLY SURVEYED THE LAND REPRESENTED ON THE ANNEXED MAP OF "TERRA TEMPO CONDOMINIUM", THE INITIAL POINT OF WHICH LIES N 00°01'00" W 100.97 FEET AND S 89°59'30"E 100.84 FEET OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 4, HIGH FW CHANDLERS ADDITION TO THE TOWN OF MCMINNVILLE; THENCE N 30°46'53" W 316.15 FEET TO A FOUND ½" IRON PIPE; THENCE N 59°13'07" E 80.14 FEET; THENCE S 30°11'55" E 83.99 FEET; THENCE S 30°40'56" E 53.91 FEET; THENCE N 61°00'26" W 83.00 FEET TO THE INITIAL POINT HEREIN.

Dan B Linscheid
LAND SURVEYOR

SYMBOLS
○ = MONUMENT FND AS NOTED
● = SET MONUMENT

APPROVALS:

COUNTY COMMISSIONER	DATE	COUNTY CLERK	DATE
COUNTY COMMISSIONER	DATE	COUNTY ASSESSOR	DATE
COUNTY COMMISSIONER	DATE	COUNTY SURVEYOR	DATE

ALL TAXES, FEES, ASSESSMENTS & OTHER CHARGES HAVE BEEN PAID AS OF _____, 19__

COUNTY TAX COLLECTOR _____ DATE _____

10-3-84

EXHIBIT "C"

Percentage Ownership Interest in Common Elements

Phase 5

TERRA TEMPO CONDOMINIUM

Unit No.	Percent Ownership Interest	Square Footage
6A	3.5714	
6B	3.5714	
6C	3.5714	See Plat
6D	3.5714	
6E	3.5714	
6F	3.5714	
	21.4284	

Phase 1 Units (8 @3.5715)	28.572
Phase 2 Units (3 @3.5714)	10.7142
Phase 3 Units (4 @3.5714)	14.2856
Phase 4 Units (7 @3.5714)	24.9998
	100.00

The minimum allocation of undivided interest in the common elements of each of the above units upon completion of development of all phases is 2.5641 percent.

11. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

The foregoing Supplemental Declaration is approved
Pursuant to ORS 94.036 this
18TH day of September 1984

Yamhill County Assessor

The foregoing Supplemental Declaration is approved
pursuant to ORS 94.036 this
18 day of September 1984

Yamhill County Tax Collector

STATE OF OREGON)
) ss.
County of Yamhill)

07532 FILED
YAMHILL COUNTY, OREGON
'84 OCT -3 PM 3 12

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES STERN
COUNTY CLERK

VOL. 189 Page 1243 DEPUTY

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2-1P-86

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SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

PHASE 6

OF

TERRA TEMPO CONDOMINIUM

THIS SUPPLEMENTAL DECLARATION, made this 5th day of October, 1985, by RICARDO R. SARDINA, CONRADO LOPEZ and JOSE M. CALDERON, hereinafter referred to as "Declarant;"

W I T N E S S E T H :

WHEREAS, by document dated February 4, 1981, entitled Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM, Declarant created a condominium known as TERRA TEMPO CONDOMINIUM, which is located in the City of McMinnville, Yamhill County, Oregon, and

WHEREAS, Declarant is the owner of the real property situated in the City of McMinnville, Yamhill County, Oregon, described in Exhibit "A," attached hereto and by this reference incorporated herein; and

WHEREAS, Declarant plans to construct certain condominium buildings and other improvements upon said real property described in Exhibit "A;" and

WHEREAS, Declarant desires to submit said real property to the provisions of the Oregon Unit Ownership Law as Phase 6 of said TERRA TEMPO CONDOMINIUM;

NOW, THEREFORE, Declarant hereby declares that the fee simple interest in the property described in Exhibit "A" shall be held, sold, used and conveyed subject to the Oregon Unit Ownership Law and the following easements, covenants, restrictions, charges and liens, which said covenants,

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restrictions, etc., shall run with the property and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

Definitions

Declarant hereby accepts the definitions set forth in ORS 94.004 (formerly 91.500) unless the context clearly indicates a different meaning therefor. In addition, the following terms shall be defined as hereinafter set forth:

1.1 "Association" shall mean TERRA TEMPO CONDOMINIUM OWNERS ASSOCIATION, which is an unincorporated association of unit owners.

1.2 "Bylaws" means the Bylaws of said TERRA TEMPO CONDOMINIUM UNIT OWNERS ASSOCIATION, adopted pursuant to the Phase 1 Declaration, as the same may be amended from time to time.

1.3 "Phase 1 Declaration" means that instrument dated February 4, 1981, recorded June 2, 1981, in Film Volume 161, Page 841, Yamhill County, Oregon, Deed Records.

1.4 Except as otherwise provided in this Supplemental Declaration, each of the terms defined in the Phase 1 Declaration shall have the meanings set forth in such document.

ARTICLE II.

Property Subject to the Supplemental Declaration

2.1 The real property which is subject to this Supplemental Declaration is located in the City of

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McMinnville, Yamhill County, Oregon, and is described in Exhibit "A," attached hereto and by this reference made a part hereof.

ARTICLE III.

Name, General Description and Boundaries

3.1 Name. The name by which the properties shall be known is TERRA TEMPO CONDOMINIUM.

3.2 General Description of Units. Phase 6 of the project consists of two buildings: (1) One two-story building (hereinafter referred to as Building No. 7) containing 8 units and (2) One two-story building with garages underneath (hereinafter referred to as Building No. 8) containing 3 units. Each unit is of a wood-frame construction, with a continuous cement foundation and no basement. The general location of each unit designation and all other data necessary for proper identification of each unit is set forth in the attached plat marked Exhibit "B" and by this reference made a part hereof. The garages under units 8A, 8B and 8C are a part of the respective units above them, and are not common elements. Other parking spaces are indicated on Exhibit "B." One each parking space and attached storage room in Building No. 6, Phase 5, is assigned as a limited common element in this Phase 6 to Units 7A, 7B and 3C, as shown on Exhibit "B." Also, one each parking space only is assigned as a limited common element in this Phase 6 to Units 3B and 3D, as shown on Exhibit "B." Each of the other units in Building No. 7 is assigned one parking space, as shown on Exhibit "B", such parking space to be a limited common element as set forth in Section 5.2 of Article V of the Phase

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1 Declaration. Unassigned parking spaces will be general common elements.

3.3 Boundaries: 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 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. The dimensions, design and approximate area of each unit are set forth in the attached floor plans marked Exhibit "B" and by this reference made a part hereof.

ARTICLE IV.

Common Elements

4.1 General Common Elements. General common elements shall include all walls, roofs, foundations and grounds, and shall in general consist of all portions of the structures and improvements which are not otherwise designated as units or limited common elements.

The percentage of the interest of each unit owner in the common elements at the completion of Phase 1 was 12.50%. At the completion of Phase 6, which is the last phase in the development, each unit owner will have the percentage of interest in the common elements shown on Exhibit "C" attached hereto and made a part hereof. No owner's individual interest in the common elements shall be separated from the

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unit to which it appertains, and each such individual interest shall be conveyed or encumbered with such unit, though such interest is not expressly mentioned or described in the conveyance of such unit.

4.2 Limited Common Elements. The parking and storage room designations for Phase 6 are shown on Exhibit "B", attached hereto and by this reference made a part hereof.

4.3 Common Elements to Remain Undivided. Common elements shall remain undivided, and no owner shall bring any action for partition or division of any part thereof while the properties are subject to this Supplemental Declaration.

ARTICLE V.

Use and Limitations of Each Building and Unit

5.1 Use of Units. Each unit is to be used for residential purposes, as described in the Phase 1 Declaration and Bylaws. Each unit owner shall be bound by each of said documents, and by any rules and regulations adopted pursuant thereto.

ARTICLE VI.

Voting Rights and Common Expenses and Profits

6.1 Voting Rights. The owner of a unit shall have voting rights equal to the unit's allocation of undivided interest in the common elements, as herein set forth.

6.2 Distribution of Expenses and Profits. The common profits of the property shall be distributed among, and the common expenses shall be charged to the unit owners according to the allocation of undivided interest of each unit in the common elements.

5. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

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ARTICLE VII.

Easements and Encroachments

7.1 Reservation of Easements. Declarant hereby grants to the Association and reserves to Declarant, Declarant's successors, heirs and assigns, perpetual easements under, over and across all general common elements for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchorages and conduits for lighting, heating, power, telephone, television transmission, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of such common elements. Declarant reserves and grants to the Association the right to cut and/or trim any tree or other growth upon such common elements which may interfere with or menace the construction, maintenance or operation of such utilities.

7.2 Granting of Easements, Etc. The Association shall have the authority to execute, acknowledge, deliver and record on behalf of the unit owners easements, right-of-way, licenses and other similar interests affecting the general common elements, pursuant to ORS 94.146 (formerly 91.527).

7.3 Easements to Association. There is hereby granted to the Association, its agents and servants an easement in gross with respect to all of the properties for the purpose of entry and access for landscaping and maintenance of the common elements, for the performance of its duties of exterior maintenance, for the purpose of making emergency

2-18-86

repairs, for the purpose of making repairs which are required to be made by a unit owner under the Phase 1 Declaration, this Supplemental Declaration, the Bylaws or the laws of the State of Oregon, and which have not been made by the unit owner and for the execution generally of its rights and obligations as otherwise provided in the Phase 1 Declaration and this Supplemental Declaration.

7.4 Easement of Ingress and Egress. There is hereby granted to owners and tenants, invitees and guests a nonexclusive easement for ingress and egress over the common elements.

7.5 Encroachments. None of the rights and obligations of the owners created herein shall be altered in any way by encroachment through the settlement, shifting or rebuilding of structures or any other cause. There shall be valid easements for the maintenance of such encroachments for so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment occur due to the willful conduct of an owner or owners.

ARTICLE VIII.

Adoption by Reference

8.1 Except as otherwise expressly provided in this Supplemental Declaration, each of the provisions of the Phase 1 Declaration and the Bylaws shall be applicable to Phase 6 of TERRA TEMPO CONDOMINIUM.

ARTICLE IX.

General Provisions

9.1 Interpretation. The provisions of this

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Supplemental Declaration shall be liberally construed to effectuate its purpose in creating a uniform plan for the development and operation of a condominium project.

9.2 Amendment. Except as otherwise provided herein, this Supplemental Declaration may be amended by an instrument in writing signed and acknowledged by owners holding seventy-five percent (75%) of the voting rights hereunder. The amendment, however, shall not be effective for any purpose until a copy thereof is recorded in the office of the recording officer of Yamhill County, Oregon. Before any Amended Supplemental Declaration or Amendment to a Supplemental Declaration may be recorded, it must be approved by the Real Estate Commissioner of the State of Oregon. Except as otherwise provided in ORS 94.004 to 94.480 and 94.991 (formerly 91.500 to 91.671 and 91.990), no amendment may change the allocation of undivided interest in the common elements, liability for common expenses, right to common profits or voting rights of any unit unless such amendment has been approved by the owners of the affected units.

At any time during pre-sales and prior to the transfer of possession and ownership of any unit to its owner, Declarant shall have, and hereby reserves the right, with the consent of the Real Estate Commissioner of Oregon, to amend, alter or withdraw this Supplemental Declaration in whole or in part. Declarant's withdrawal of this Supplemental Declaration in full shall relieve the real property of its submission to unit ownership under ORS 94.004 (formerly 91.500) and the following.

8. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

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No amendment will be made to the Supplemental Declaration without the prior written consent of the Declarant until after annexation of the last phase of the condominium, and so long as Declarant owns more than one of the units in the last phase of the condominium, provided, however, that no such consent shall be required seven years after the date of which the Phase 1 Declaration was recorded.

9.3 Severability. The provisions of this Supplemental Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not effect the validity or enforceability of any other provision hereof.

9.4 Effective Date. This Supplemental Declaration shall take effect upon recording.

IN WITNESS WHEREOF, Declarant has executed the foregoing Supplemental Declaration as of the day and year hereinabove first set forth.

Ricardo R. Sardina

Conrado Lopez

Jose M. Calderon

2-18-86

1986 FEB 18 AM 11:54 F201P0440

STATE OF OREGON)
) ss.
County of Yamhill .)

Personally appeared the within named RICARDO R. SARDINA, and acknowledged the foregoing instrument to be his free act and deed.

Before me:
Ursula Doud
Notary Public for Oregon
My Commission Expires: 3-30-1989

STATE OF OREGON,)
) ss.
County of Yamhill.)

Personally appeared the within named CONRADO LOPEZ, and acknowledged the foregoing instrument to be his free act and deed.

Before me:
Ursula Doud
Notary Public for Oregon
My Commission Expires: 3-30-1989

STATE OF OREGON)
) ss.
County of Yamhill .)

Personally appeared the within named JOSE M. CALDERON, and acknowledged the foregoing instrument to be his free act and deed.

Before me:
Ursula Doud
Notary Public for Oregon
My Commission Expires: 3-30-1989

The foregoing Supplemental Declaration is approved pursuant to ORS 94.036 this 17th day of February, 1986.

Morella Larsen.
Real Estate Commissioner
By: Roberta Ruthe

10. SUPPLEMENTAL DECLARATION OF UNIT OWNERSHIP

2-18-86

1986 FEB 18 AM 11:54 F201P0441

The foregoing Supplemental Declaration is approved pursuant to ORS 94.036

this 14th day of FEBRUARY, 1986

Yamhill County Assessor

Eric Howell

The foregoing Supplemental Declaration is approved pursuant to ORS 94.036

this 14th day of February, 1986

Yamhill County Tax Collector

Marilyn Arnold

STATE OF OREGON)
County) ss.
within ... the
record ... and duly
Count... Yamhill

01151

51.50

2-18-86

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EXHIBIT "A"

Description of Real Property in TERRA TEMPO CONDOMINIUM

Phase 6

Beginning at the initial point which lies North 00°01'00" West 100.97 feet and South 89°59'30" East 115.71 feet of the Southwest corner of Lot 4, Block 4, Mrs. P. W. Chandlers Addition to the Town of McMinnville,; thence North 30°40'52" West 22.31 feet; thence North 59°11'23" East 33.99 feet; thence North 30°40'52" West 140.64 feet; thence South 76°44' East 181.32 feet to an iron pipe on the Westerly margin at Ford Street; thence Southwesterly along said margin and the arc of a 1849.86 foot radius curve concave, to the Northwest (long chord bears South 14°15'30" West 119.64 feet) 119.67 feet to the North margin of a 25 foot wide roadway; thence North 89°59'30 West 93.06 feet along said margin to the initial point herein.

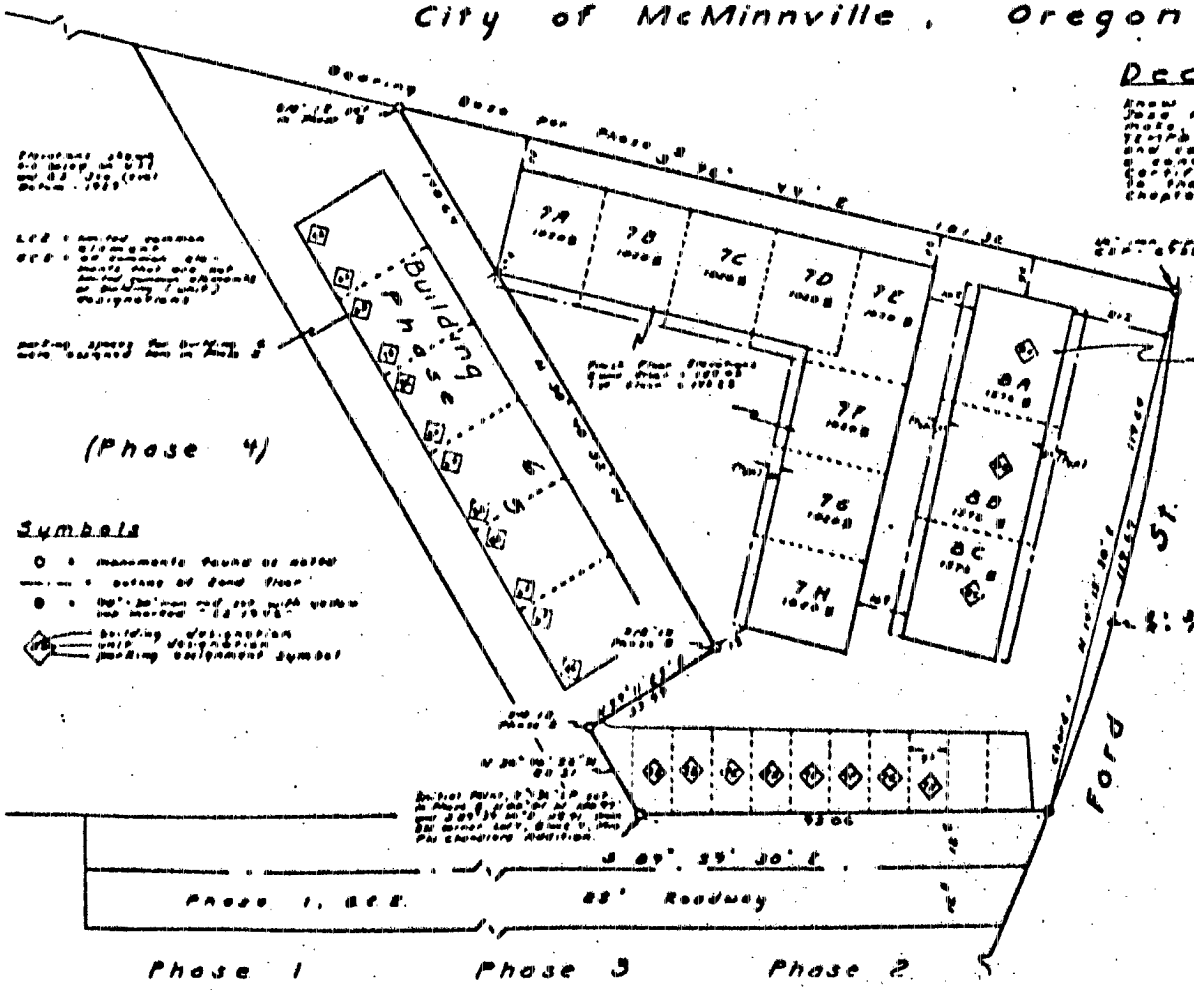
EXHIBIT "B"

1986 FEB 18 | AM 11: 54 F201P0443

Phase 6

TERRA-TEMPO CONDOMINIUM

City of McMinnville, Oregon



Declaration

Know all men by these presents that Richard R. Sanders, Joan M. Sanders and Carolyn E. Sanders, owners of Terra-Tempo Condominium, an Oregon condominium, do by these presents declare the lands owned and held by them in fee simple in said Terra-Tempo Condominium, and being described in the surveyor's certificate hereon, and the unit ownership thereof, to be subject to the provisions of the Oregon Unit Ownership Statutes.

Richard R. Sanders Joan M. Sanders Carolyn E. Sanders

Acknowledgements

State of Oregon } ss
County of Yamhill }

This certifies that on this 6th day of October, 1986 before me personally appeared before me Richard R. Sanders, Joan M. Sanders and Carolyn E. Sanders, who declared that they executed the foregoing declaration as their voluntary act and deed.

Before me Ursula Doud Notary Public for Oregon
My commission expires 3-30-1989

Surveyors Certificate

I, Matthew F. Dunstall, being first duly sworn, depose and say that I have correctly surveyed the land represented on the annexed map of TERRA-TEMPO CONDOMINIUM; the initial phase of which lies N 89° 55' 00" W 100.92 feet and S 00° 33' 30" E 118.91 feet to the southwest corner of Lot 5, Block 5, Fox Chase Addition to the Town of McMinnville, thence N 89° 55' 00" W 93.00 feet; thence N 00° 33' 30" W 118.91 feet; thence S 89° 55' 00" E 193.92 feet to an iron pipe on the westerly margin of Ford Street; thence southerly along said margin and the arc of a 1010.00 foot radius curve concave to the west (long chord bears S 01° 30' 30" W 119.27 feet) 119.34 feet to the point of beginning; all in Yamhill County, Oregon, and that the monuments shown thereon will be set as shown.

Matthew F. Dunstall
Land Surveyor

I certify this to be a true and exact copy of the original.

2-18-86

2-18-86

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EXHIBIT "C"

Percentage Ownership Interest in Common Elements

Phase 6

TERRA TEMPO CONDOMINIUM

Unit No.	Percent Ownership Interest	Square Footage
7A	2.564102	(See Plat)
7B	2.564102	
7C	2.564102	
7D	2.564102	
7E	2.564102	
7F	2.564102	
7G	2.564102	
7H	2.564102	
8A	2.564102	
8B	2.564102	
8C	2.564102	
	28.205122	

Phase 1 Units (8 @2.564103)	20.512824
Phase 2 Units (3 @2.564103)	7.692309
Phase 3 Units (4 @2.564103)	10.256412
Phase 4 Units (7 @2.564103)	17.948721
Phase 5 Units (6 @2.564102)	15.384612
	100.00

1. EXHIBIT "C"

BYLAWS
OF
TERRA TEMPO CONDOMINIUM
UNIT OWNERS ASSOCIATION

ARTICLE I

Name, Applicability and Office

1.1 Name. This Association shall be known as the TERRA TEMPO CONDOMINIUM UNIT OWNERS ASSOCIATION, which is an unincorporated association composed of unit owners of TERRA TEMPO CONDOMINIUM, a condominium project.

1.2 Definitions. The terms used in these Bylaws shall have the meanings defined in ORS 91.500 and the Declaration of Unit Ownership of TERRA TEMPO CONDOMINIUM, hereinafter referred to as the Declaration.

1.3 Applicability. Each owner, upon acceptance of the deed to a unit, shall be deemed to have consented to the applicability of the provisions of these Bylaws to such owner and to all rules and regulations promulgated by the Association pursuant thereto as the same may from time to time be amended. These Bylaws and such rules and regulations shall likewise be applicable to the families of owners and tenants, employees, and guests of owners.

1.4 Office. The office of the Association shall be located at 1033 South Ford, McMinnville, Oregon, 97128, or such other place as the Board of Directors as hereinafter defined may designate.

ARTICLE II

Purposes

2.1 This Association is formed pursuant to the provisions of ORS Section 91.500 to 91.671 and 91.900, the Oregon Unit Ownership Law, to provide a means for administration of the condominium located on the properties described in the Declaration.

ARTICLE III

Composition, Voting Rights, and Assumption of Responsibility

3.1 Composition. The Association shall be composed of all the owners of units in the condominium known as TERRA TEMPO CONDOMINIUM.

3.2 Voting Rights. Each unit owner shall have the number of votes equal to the percentage for such unit expressed in Exhibit "C", attached to the Declaration, on any and all matters on which voting rights are provided by the Oregon Unit Ownership Law or these Bylaws.

When there is more than one record owner of a unit, all such owners may attend and participate in any meeting; but the vote for each unit shall be exercised as the persons holding such interests shall determine between themselves, provided that in no event shall there be more votes cast with respect to any such unit than the unit is entitled to as set forth above.

3.3 Assumption of Responsibility. The unit owners, through the Association, will assume administrative responsibility of the condominium upon termination of the first annual meeting.

ARTICLE IV

Meetings

4.1 Annual Meeting. The annual meeting of the owners shall be held at the office of the Association, or such other place as the Board of Directors may designate by proper notice. The annual meeting shall be held at the hour of 4 p.m. on a Saturday in March or April of each year as designated by the Board of Directors, or if not so designated, on the last Saturday in April, for the purpose of electing directors, and for transacting of such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting of the owners, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the owners as soon thereafter as conveniently may be, not more than sixty days after said time, by proper notice designating the meeting as the annual meeting. The first such meeting of the Association shall be held within seven years after the date of recording of these Bylaws or within ninety days after the Declarant named in the Declaration has sold and conveyed all but one of the units in the last phase of the development, whichever is earlier. Notice of the first meeting will be given as hereinafter specified.

4.2 Special Meetings. Special meetings of the owners may be called at any time by the Board of Directors and shall be called by the secretary of the Association upon written request of any two or more owners.

4.3 Notice. Notice of all meetings of owners shall be mailed by or at the direction of the secretary to each owner, postage prepaid, at the address thereof as shall appear in the records of the Association or is supplied by such owner to the Association for the purpose of notice. Such notice shall be mailed not less than seven (7) nor more than forty (40) days prior to the date of such meeting.

The notice of the meeting shall specify the place and time of the meeting, and in the case of a special meeting, the purpose of the meeting. For purpose of this section only, if ownership of a unit is divided among several persons or entities, notices shall be sent to each such person or entity.

4.4 Waiver of Notice. Whenever any notice is required to be given to any owner in accordance with these Bylaws, waiver thereof in writing signed by the person or persons entitled to such notice, whether it be before or after the time stated therein, shall be equivalent to the giving of such notice.

4.5 Quorum. The presence at any meeting in person or by proxy of a majority of the owners shall constitute a quorum for any action, except as required by ORS 91.531.

4.6 Proxy. An owner may vote in person or by proxy executed in writing and filed with the secretary prior to commencement of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy. Such proxy shall be revocable and shall automatically terminate upon termination of an owner's status as such.

4.7 Vote required. Except for matters on which a greater vote is required by the Oregon Unit Ownership Law, the Declaration, or these Bylaws, the action of a majority of all votes which are present at any duly called meeting of the Association at which a quorum is present shall constitute action of the Association.

4.8 Action by Unanimous Consent. Any action which may be taken by the Association may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the owners entitled to vote with respect to such matter. Such consent shall have the same force and effect as a unanimous vote and may be so described in any document required to be filed under the Oregon Unit Ownership Law, the

Declaration, or these Bylaws.

ARTICLE V

Board of Directors

5.1 Number. The affairs of this Association shall be managed by board of three directors. Until the first annual meeting, such directors shall be: RICARDO SARDINA, CONRADO LOPEZ, and JOSE M. CALDERON.

After the first annual meeting, all directors shall be owners; provided, however, that an owner that is a corporation may designate its officers or agents to serve as directors.

5.2 Term. The directors named in the preceding section shall serve until the first annual meeting. At the first annual meeting, owners shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years. At each annual meeting thereafter, the owners shall elect a director for a term of three years to fill the term of office of the director whose term expires at such annual meeting. Directors shall serve until their successors are elected and assume office.

5.3 Vacancies. In the event of the death or resignation of a director, his successor shall be elected by a majority vote of the remaining directors. A director elected to fill a vacancy shall hold office during the remainder of the term of the director succeeded.

5.4 Removal. Any director may be removed from office at any time with or without cause, upon the majority vote of all of the votes in the Association taken at a meeting of the Association; provided, however, that the notice of such meeting shall have stated that such removal was to be considered. The successor of such director shall be elected at the same meeting for the then unexpired term of the director so removed.

5.5 Compensation. No director shall receive compensation for any services he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties as a director and may receive compensation for services to the Association in other capacities than as a director.

5.6 Manner of Election. In any case where the number of nominations for the Board of Directors exceeds the number of vacancies, election shall

be by secret written ballot. At each election the owners or their proxies may cast in respect to each vacancy as many votes as they are entitled to cast by the provision of these bylaws. Persons receiving the largest number of votes shall be elected.

ARTICLE VI

Meetings of the Board of Directors

6.1 Regular Meetings. Within ten days after each Annual Meeting of the Association, the directors elected at such meeting and those holding over shall hold an organizational meeting for the purpose of electing officers as hereinafter provided and for transaction of such other business as may come before the meeting. If all directors are present at the time and place of such meeting, no prior notice of such meeting shall be required to be given to the directors.

The Board of Directors by resolution may establish the date, time and place for other regular meetings of the Board.

6.2 Special Meetings. Special meetings may be called by the chairman and must be called by the chairman at the request of at least two directors. Such special meetings may be held at such time and place as the Board of Directors or the chairman shall determine and any business may be transacted at such meeting.

6.3 Open to Owners. All meetings shall be open to unit owners.

6.4 Notice. Pursuant to ORS 91.534, for other than emergency meetings, notice of meetings of the Board of Directors shall be posted at a place or places on the property at least three days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform unit owners of such meetings.

6.5 Emergency Meetings. Emergency meetings of the Board of Directors may be conducted without notice and by telephonic communication.

6.6 Quorum. A majority of the directors shall constitute a quorum but no action of the Board of Directors shall be valid unless it is approved by an affirmative vote of at least two directors.

ARTICLE VII

Powers and Duties of the Board of Directors

7.1 General powers. The Board of Directors shall have the power to:

7.1.1 Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the owners by other provisions of these Bylaws or the Declaration.

7.1.2 Adopt, amend, revoke, publish and cause to be enforced rules and regulations not inconsistent with the Declaration governing the use of the common elements, and the personal conduct of owners, their families, tenants and guests thereon, and to establish penalties and fines for the infraction thereof. Such rules and regulations shall become effective when due notice thereof is given by mail to each owner at his address as indicated in the records of the Association.

7.2 Duties of the Board of Directors. It shall be the duty of the Board of Directors to:

7.2.1 Cause the common elements to be maintained, repaired and replaced as necessary, and in case of casualty and subject to the limitations in the Declaration, to reconstruct and re-establish the properties.

7.2.2 As more fully set forth in Article IX of the Declaration, to fix the amount of the annual assessment for each owner's proportionate share of the difference between common expenses and common income, to fix the amount of the monthly reserve fund assessment and to give the owner subject thereto written notice of such assessments at least thirty days prior to the due date thereof; to cause to be prepared a roster of units subject to assessments with the assessments applicable to each such unit and to keep such roster in the Association office subject to inspection by any owner.

7.2.3 To cause to be obtained and maintained in full force and effect policies of casualty and liability insurance meeting the specifications therefor set forth in Article XIV of the Declaration.

7.2.4 To employ, replace and fix the terms of compensation of a manager; provided, that any management agreement shall be terminated by the Board of Directors for cause upon thirty days written notice and that the term of any management agreement shall not exceed one year, subject to renewal

on agreement of the parties for successive one-year terms. The manager may be an individual or a corporation. The manager shall have such authority to act on behalf of the Board of Directors and the Association as may be delegated to him or it from time to time by the Board of Directors.

7.2.5 To cause to be employed such personnel as may be necessary for the maintenance, upkeep and repair of the common elements.

7.2.6 To cause to be kept a complete record of all of its acts and the proceedings of its meetings, and to cause to be presented at the annual meeting of the Association a report reviewing the business and affairs of the Association for the year.

7.2.7 To cause all officers or employees having fiscal responsibilities to be bonded with sufficient surety for the faithful performance of their official duties, the premium on such bond to be paid by the Association as a part of the common expenses. The bond shall meet the provisions set forth in Article XIV of the Declaration.

7.2.8 To obtain legal and accounting services necessary or proper in the operation of the properties or the enforcement of the Declaration or these Bylaws.

7.3 Approval of Payment Vouchers. The treasurer shall pay or cause to be paid all vouchers signed by the manager, if any, and if not, then by the chairman, for expenditures of up to $1,000.00. Vouchers for any expenditures in excess of $1,000.00 shall require the signature of both the chairman and the manager, if any.

7.4 Authority With Respect to Capital Improvements. The Board of Directors shall not have authority to make expenditures in excess of $1,000.00 for capital additions to or capital improvements of the common elements without the prior approval of the Association by a vote of a majority of all of the votes in the Association.

ARTICLE VIII

Officers

8.1 Officers. The officers of this Association shall be a chairman, who shall be a member of the Board of Directors, and a secretary and a treasurer,

who may, but need not, be members of the Board of Directors. The Board of Directors may appoint an assistant secretary or an assistant treasurer by resolution entered in its minutes. The offices of secretary and treasurer may be held by the same person. Officers shall be elected at the organization meeting of the Board of Directors each year, and the term of office shall be for a term of one year and until their successors are elected and assume office, unless such officer resigns or is removed.

8.2 Removal, Resignation and Vacancies. Any officer may be removed from office with or without cause by the Board of Directors. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.3 Chairman. The chairman shall preside at all meetings of the Association and of the Board of Directors. He shall sign for the Association such contracts and other documents as he may be authorized by the Board of Directors to sign and as prescribed by these Bylaws, and shall perform all acts and duties usually performed by a presiding officer or as prescribed by the Board of Directors.

In the absence of or disability of the chairman, the member of the Board of Directors senior in service shall preside and perform the duties of the chairman.

8.4 Secretary. The secretary shall keep or cause to be kept a complete record of all meetings of the Association and of the Board of Directors and its owners; keep appropriate current records showing the names and addresses of the owners, perform such duties as he is required to perform in connection with assessments; and shall perform such other duties as may be required by the Board. The assistant secretary may be authorized by the Board of Directors to perform the duties of the secretary.

8.5 Treasurer. The treasurer shall pay or cause to be paid vouchers in accordance with the terms of these Bylaws; shall keep such records, make such reports and peform such other duties as may be required from time to time by the Board of Directors.

8.6 Delegation and Change of Duties. In the event of absence or dis-

ability of any officer, the Board of Directors may delegate, during such absence or disability, the powers or duties of such officer to any other officer or any director.

ARTICLE IX

Collection of Share of Common Expenses

9.1 Basis and Determination. Each owner's share of the excess of common expenses over common income and the reserve fund shall be collected as assessments on the basis and in the manner set forth in Article IX of the Declaration. The Board of Directors may fix an annual assessment in any amount less than the maximum set forth in the Declaration and shall fix a monthly reserve fund assessment in an amount not exceeding the maximum set forth in the Declaration. The maximum annual assessment established in the Declaration and the maximum reserve fund assessment established in the Declaration may be changed as provided in the Declaration by vote of the owners. Special assessments for capital improvements may likewise by established by vote of the owners as set forth in the Declaration.

9.2 Certificates With Respect to Assessment. The secretary shall cause to be furnished to an owner liable for an assessment, upon demand of such owner, a letter setting forth whether the assessments on property of such owner have been paid.

9.3 Lien as Reasonable Value. Each owner agrees that in the event an unpaid assessment or fine becomes a lien upon his condominium in accordance with the provisions of the Declaration and ORS 91.546, that the amount of such lien shall conclusively be deemed to be the reasonable value of such common expenses, reserves and fines as are represented by such lien.

9.4 Provisions in the Event of Foreclosure of Lien. In any foreclosure suit against a unit, the owner shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect such rental. The manager acting on behalf of the Association shall have power to bid on the unit at the foreclosure sale and to acquire and hold, lease, mortgage and convey such unit. Any rental received shall be applied first to the cost of renting such unit, and secondly to the amount of such unpaid assessments and fines thereon.

ARTICLE X

General Rules and Regulations

10.1 Use and Maintenance of Common Elements. Each unit owner may use the common elements in accordance with the purpose for which they are intended, but may not hinder or encroach upon the lawful rights of the other unit owners. The necessary work to maintain, repair or replace the common elements, and additions or improvements to the common elements, shall be the responsibility of the Board of Directors and shall be carried out as provided in the Bylaws. The Association shall have a right, to be exercised by the Board of Directors, to have access to each unit as may be necessary for the maintenance, repair or replacement of any of the common elements, or to make such emergency repairs, if necessary, for the public safety or to prevent damage to the common elements or to another unit.

10.2 Apportionment of Receipts and Expenses. Receipts of the property shall be distributed among, and the common expenses shall be charged to, the unit owners on the basis of percentage of ownership of the common elements as set forth in the Declaration of TERRA TEMP CONDOMINIUM. Receipts by unit owners for rental of their unit shall not constitute common receipts. The Association shall bill each owner monthly for his share of the common expenses and he shall pay within ten days of receipt of such billing. After such ten day period, any delinquent assessment shall bear interest at the rate of 10% per annum. If any unit owner shall become delinquent for two successive months' payment of such common expenses, the Board of Directors shall proceed to record a lien against his unit, pursuant to ORS 91.580. No unit owner may exempt himself from liability for his contribution towards common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his unit.

10.3 Annexation of Additional Units. In the event additional units are annexed during the course of the fiscal year of the Association, as to those common expenses which are for monthly services, the newly annexed unit shall be charged a full share for those months during which the annexed units have been a part of the Association. As to those common expenses which are for annual services, the newly annexed units shall be charged a share which is proportion-

ate to the number of months of the fiscal year during which the annexed units have been a part of the Association.

10.4 Adoption and Amendment of Administrative Rules and Regulations. The Board of Directors shall from time to time adopt such administrative rules and regulations, in addition to those set out in these Bylaws, as may be necessary or desirable to govern the details of the operation and use of the common elements, and may, by such administrative rules and regulations, adopt restrictions and requirements with respect to the use and maintenance of the units and the use and maintenance of the common elements, as are desirable to prevent unreasonable interference with the use of their respective units, and of the common elements by the unit owners.

ARTICLE XI

Books, Records, Audit

11.1 Inspection by Members. The books and records of the Association shall at all times during reasonable business hours be subject to inspection by any owner or institutional holder at the office of the Association.

11.2 Audits shall be had from time to time pursuant to Section 19.3 of the Declaration.

11.3 Execution of Documents. When the execution of any instrument has been authorized by the Board of Directors without specifying the executing officer, such instrument may be executed by any two of the following officers: chairman, secretary, treasurer and assistant secretary. The Board of Directors may, however, authorize any one of such officers to sign any such instrument for and on behalf of the Association and may designate officials or employees of the Association other than those named above who may sign such documents.

11.4 Billing of Common Expenses. Each unit owner shall be entitled to receive from the Association at the time of demand, for payment of common expenses, an itemized statement of common expenses. Such itemized statements shall be prepared in such a manner as the Board of Directors shall determine.

ARTICLE XII

Mortgagees

12.1 Notice to Association. Any unit owner who mortgages his interest in a unit shall notify the Association, through the managing agent, of the name and address of his mortgagee and the secretary shall maintain such information in the record of ownership of the Association.

12.2 Notice of Unpaid Assessments. The managing agent or Board of Directors shall notify the applicable institutional holder of any assessments which are not paid within thirty (30) days of the due date.

ARTICLE XIII

Indemnification of Directors and Officers

13.1 Each director and officer of the Association, now or hereafter in office, and his heirs and personal representatives, shall be indemnified by the Association against all costs, expenses and amounts or liability therefore, including attorney's fees, reasonably incurred by or imposed upon him in connection with or resulting from any action, suit, proceeding or claim to which he may be made a party, or in which he may be or become involved, by reason of his acts or alleged acts of omission or commission as such director or officer, or subject to the provisions hereof, any settlement thereof, whether or not he continues to be such director or officer at time of incurring such costs, expenses or amounts. Such indemnification shall not apply, however, with respect to any matter as to which such director or officer shall be finally adjudged in such action, suit or proceeding, to have been individually guilty of willful misfeasance or malfeasance in the performance of his duty as such director or officer. Further, the indemnification herein provided shall, with respect to any settlement of any such suit, action, proceeding or claim, include reimbursement of any amounts paid and expenses reasonably incurred in settlement of any such suit, action, proceeding or claim when, in the judgment of a Board of Directors, the settlement and reimbursement appear to be for the best interests of the Association. The foregoing exclusive right of indemnification shall be in addition to and not exclusive of any and all other rights as to which any such director or officer may be entitled under any agreement, vote of unit owners, or otherwise.

ARTICLE XIV

14.1 These Bylaws may be amended at any annual or special meeting of the Association provided that notice of the amendment shall be included in notice of the meeting. No such amendment shall be effective unless and until approved by the vote of owners of not less than 75% of the units and until a copy of the Bylaws as so amended, certified by the chairman and secretary of the Association, is recorded with the Recording Officer of Yamhill County, Oregon. Any matters stated in these Bylaws to be or which is in fact governed by the Declaration may not be amended except as provided in such Declaration. Before any amended Bylaws or amendment to a Bylaw may be recorded, it must be approved by the Real Estate Commissioner of the State of Oregon.

14.2 No amendment will be made to these Bylaws without the prior written consent of the Declarant named in the Declaration, until after annexation of the last phase of the condominium, and so long as Declarant owns more than one of the units in the last phase of the condominium, provided, however, that no such consent shall be required seven years after the date on which these Bylaws are recorded.

ARTICLE XV

15.1 The following persons are hereby declared to be the officers of the Association until their successors are elected and assume office:

Chairman -- RICARDO SARDINA

Secretary -- CONRADO LOPEZ

Treasurer -- JOSE M. CALDERON

The undersigned hereby certify that they are the fully qualified acting chairman and secretary of TERRA TEMPO CONDOMINIUM UNIT OWNERS ASSOCIATION and that these Bylaws are the fully adopted Bylaws of such Association.

DATED: February 4, 1981

Ricardo R. Sardina

Ricardo R. Sardina

Conrado Lopez

Jose M. Calderon

STATE OF OREGON, }
County of Yamhill. } ss.

February 4, 1981

We, RICARDO SARDINA and CONRADO LOPEZ, hereby certify that we are the duly elected, qualified and acting Chairman and Secretary respectively of TERRA TEMPO CONDOMINIUM UNIT OWNERS ASSOCIATION, and that the within and foregoing is a full, true and complete copy of the Bylaws of said Association, duly adopted on the 4th day of February, 1981, by the Declarant therein.

IN WITNESS WHEREOF, we have hereunto set our official signatures this 4th day of February, 1981.

Chairman

Secretary

The foregoing Bylaws are approved pursuant to ORS 91.531 this 19th day of May, 1981.

WILLIAM F. GWINN
Real Estate Commissioner
By: Barbara Lane

BOARD OF COMMISSIONERS YAMHILL COUNTY STATE OF OREGON

STATE OF OREGON }
County of YAMHILL } ss.

04397 $7.00

I [illegible] County and State, do hereby certify that the [illegible] was received and recorded in [illegible] book M-81 on page 868 for said County, on the 2nd day of June A.D. 1981 at 2:29 o'clock P.M., and duly recorded in Book 161 of Deed Records.

[illegible] subscribed my seal.

By Deputy