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**SUPPLEMENTAL DECLARATION
SUBMITTING STAGE 2 OF THE
TANGLEWOOD HILLS CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

Declarants: Tanglewood Associates, LLC

TABLE OF CONTENTS

1. DEFINITIONS.....1

2. SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE.....2

3. UNITS.....2

 3.1 General Description of Buildings2

 3.2 General Description, Location and Designation of Units.....2

 3.3 Boundaries of Units2

 3.4 Parking Units and Storage Units.....3

4. GENERAL COMMON ELEMENTS.....3

5. LIMITED COMMON ELEMENTS.....3

 5.1 Definitions.....4

 5.2 Maintenance of the Limited Common Elements4

6. ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS.....4

7. PARKING.....4

8. SERVICE OF PROCESS5

9. DECLARANT'S SPECIAL RIGHTS5

 9.1 Sales Office and Model.....5

 9.2 "For Sale" and "For Rent" Signs5

 9.3 No Capital Assessments Without Consent5

 9.4 Common Element Maintenance by the Association.....5

 9.5 Declarant's Easements.....5

 9.6 Declarant's Other Special Rights.....6

Stage

9.7	Assignment of Declarant's Rights	6
9.8	Expiration of Declarant's Special Rights.....	6
9.9	No Rent Restrictions on Declarant Owned Units	6
10.	CROSS EASEMENTS	6
11.	ADOPTION BY REFERENCE.....	8

**SUPPLEMENTAL DECLARATION SUBMITTING
STAGE 2 OF THE TANGLEWOOD HILLS CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

THIS SUPPLEMENTAL DECLARATION is made and executed this 1 day of June 2001, pursuant to the provisions of the Oregon Condominium Act, by Tanglewood Associates, LLC, a Delaware limited liability company ("Declarant").

By a document entitled Condominium Declaration for Tanglewood Hills Condominium, dated November 6, 2000, and recorded December 7, 2000, in the Deed Records of Clackamas County, Oregon, as Fee No. 2000-078878 (the "Stage 1 Declaration"), the Declarant created a condominium known as Tanglewood Hills Condominium, which is located in Clackamas County, Oregon. The purpose of this Supplemental Declaration is to submit Stage 2 of Tanglewood Hills Condominium to the condominium form of ownership to be converted, handled and used in the manner provided by the Oregon Condominium Act, and by annexing such stage to Tanglewood Hills Condominium.

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

1. DEFINITIONS. When used in this Declaration, the following terms shall have the following meanings:

1.1 "Association" means the Tanglewood Hills Condominium Association.

1.2 "Bylaws" means the Bylaws of the Tanglewood Hills Condominium Association adopted pursuant to the Stage 1 Declaration, as the same may be amended from time to time.

1.3 "Condominium" means all of that property submitted to the condominium form of ownership by the Declaration, plus any additional property annexed to the project pursuant to Section 3.5 of the Declaration.

1.4 "Declarant" means Tanglewood Associates, LLC, a Delaware limited liability company, and its successors and assigns.

1.5 "Declaration" means the Stage 1 Declaration as supplemented and amended by any amendments to such Declaration and all Supplemental Declarations.

1.6 "Plat" means the plat of Stage 1 or Stage 2 of Tanglewood Hills Condominium, recorded contemporaneously with the recording of the Declaration and Supplemental Declaration, respectively, or all of such plats, as the context may require.

1.7 "Stage 1 Plat" means the plat depicting the Units and common elements of Stage 1.

1.8 "Stage 2 Plat" means the plat depicting the Units and common elements of Stage 2.

1.9 "Supplemental Declaration" means any supplemental declaration to the Stage 1 Declaration. "Stage 2 Declaration" means the supplemental declaration annexing Stage 2.

1.10 "Unit" means one of the dwelling spaces, and the improvements within its boundaries, contained within the Condominium and having the boundaries described in Section 3.3 below.

1.11 Incorporation by Reference. Except as otherwise provided in the Declaration or this Supplemental Declaration, each of the terms defined in ORS 100.005 shall have the meanings set forth therein.

2. SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE. The property submitted to the Oregon Condominium Act by this Stage 2 Declaration is held by Declarant in fee simple estate. The land submitted is located in Clackamas County, Oregon, and is more particularly described in Exhibit "A". The property submitted includes the land so described, all buildings, improvements and structures, all easements, and rights and appurtenances located on, belong to, or used in connection with such land.

3. UNITS.

3.1 General Description of Buildings. Stage 2 contains nine (9) buildings containing fifty-four (54) dwelling Units and nine (9) carport buildings containing thirty-seven (37) limited common element parking spaces. All of the buildings containing dwelling Units consist of two and three stories with wood-frame construction, cedar batten siding and composition roofs. The dwelling buildings have concrete foundations.

3.2 General Description, Location and Designation of Units. Stage 2 contains a total of fifty-four (54) Units. The dimensions, designation and location of each Unit are shown on the Stage 2 Plat. The square footage area of each Unit is shown on Exhibit "B".

3.3 Boundaries of Units. Each Unit shall be bounded by the interior surfaces of its perimeter walls, floors, ceilings, window and window frames, door and door frames, and trim. The Units shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of its finished surfaces and the exterior surfaces so described, except those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the Condominium. All other portions of the walls, floors or ceilings shall be a part of the common elements. In addition, each Unit shall include the following:

(a) All spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames, and all other fixtures and improvements within the boundaries of the Unit; and

(b) All outlets of utility service lines, including, but not limited to, power, light, gas, hot and cold water, heating, refrigeration, air-conditioning and waste disposal within the boundaries of the Unit, but shall not include any part of such lines or ducts themselves.

In interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries, regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries as shown on the plat being recorded simultaneously with this Stage 2 Supplemental Declaration (the "Stage 2 Plat") and those of the actual building or buildings.

3.4 Parking Units and Storage Units. There are no Parking Units or Storage Units in Stage 2.

4. GENERAL COMMON ELEMENTS. The general common elements consist of all portions of the Condominium that are not part of a Unit or a limited common element, including, without limitation, the following:

- (a) The land, landscaping, fences and driveways;
- (b) The foundations, columns, girders, beams, supports, shear and bearing walls, main walls, roofs, halls, corridors, lobbies, stairs, fire escapes, entrances and exits of the building(s), including the carport buildings in Stage 2 which contains limited common element parking spaces;
- (c) The basements, yards, gardens, laundry and storage rooms, recreational facilities, parking areas, outside storage spaces (other than Storage Units possibly created in subsequent stages), and bicycle sheds;
- (d) Installations of central services, such as power, light, gas, hot and cold water, heating, refrigeration, air-conditioning, waste disposal and incinerators, up to the outlets within any Units;
- (e) The tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use;
- (f) The general common element parking spaces; and
- (g) All other elements of any building that are necessary or convenient to its existence, maintenance and safety or that are normally in common use.

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

5.1 Definitions.

(a) Each of the patios and/or decks and storage areas in Stage 2 is a limited common element appertaining to the Unit which it adjoins as shown on the Plat.

(b) Each of the numbered parking spaces are limited common element parking spaces appertaining to the Unit to which they are assigned as set forth on Exhibit "C".

5.2 Maintenance of the Limited Common Elements. Except as otherwise specifically provided in the Declaration, the cost of maintenance, repair and replacement of the limited common elements shall be a common expense, which shall be assessed and apportioned pursuant to Section 10.6 of the Stage 1 Declaration among the Units according to their percentage ownership in the common elements upon the annexation of the units in Stage 2, and the performance of such work shall be the responsibility of the Association, except that any damage caused by the negligence or intentional act of an owner or his invitee, guest or servant shall be repaired by the Association at such owner's sole cost and expense.

6. ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS. Each Unit will be entitled to an undivided ownership interest in the common elements of the Condominium as shown on Exhibit "B". There are seven (7) basic styles of Units in the existing 158-unit apartment complex, and there may be additional styles if more Units are constructed or converted from existing spaces not used as residential apartments as of the date this Supplemental Declaration is recorded. An assessment index has been assigned to each of the seven (7) styles. If additional Units are constructed or converted from nonresidential space, an assessment index will be assigned to such Units which is not less than 110 and not more than 190. The percentage ownership in the common elements has been determined by adding the assessment index assigned to each Unit and dividing that assessment index by the sum of the assessment indexes for the Units in the Condominium and arbitrarily adding or subtracting .0001 percent for one or more Units to make the total percentage assignments in the common elements among all Units 100.0000 percent. As additional stages annex to the Condominium, a similar calculation will be made to determine the percentage ownership in the common elements as at the annexation of each such stage. The assessment indexes for each of the seven (7) styles of Units is as follows:

Briar	110
Conifer	125
Oakwood	125
Aspen	145
Evergreen	170
Sherwood	170
Green	190

The numerical designation, approximate square footage, Unit style and percentage ownership in the common elements for Stages 1 and 2 are set forth in Exhibit B.

7. PARKING. Each Unit has a parking space appertaining to it as a limited common element, as more particularly set forth in Section 5 of the Stage 1 Declaration and Section 5 of the Stage 2 Declaration. There are several general common element parking spaces throughout the Condominium for passenger vehicles, motorcycles and bicycles, all of which are available to owners and their guests on a first-come, first-served basis, subject to rules and regulations promulgated by the Board of Directors. Provided, however, the handicapped spaces shall be used only by those persons who are permitted by law to use such parking spaces. The occupants of any Unit shall park no more than two (2) vehicles at the Condominium, including the one parked in the limited common element parking space, unless a Parking Unit is created and owned by a Unit owner, in which case an extra vehicle could be parked in the Parking Unit. Occupants of the Unit shall register their vehicles with the Board of Directors, or its designee. Vehicles (except those parked wholly within a fully enclosed Parking Unit) shall be limited to cars, pickups, and regular size sports utility vehicles.

8. SERVICE OF PROCESS. The agent designated to receive service of process in cases set forth in ORS 100.550(1) shall be named in the Condominium Information Report, which shall be filed with the Oregon Real Estate Agency in accordance with ORS 100.250(1).

9. DECLARANT'S SPECIAL RIGHTS. The Declarant shall have the following special rights:

9.1 Sales Office and Model. The Declarant shall have the right to maintain sales and/or rental offices and/or sales or rental models in one or more of the Units that the Declarant owns. The Declarant, its agents and prospective purchasers shall have the right to park automobiles in the parking area on the common elements and to use and occupy the sales and/or rental office and models during reasonable hours any day of the week.

9.2 "For Sale" and "For Rent" Signs. The Declarant may maintain a reasonable number of "For Sale" and/or "For Rent" signs at reasonable locations on the Condominium property.

9.3 No Capital Assessments Without Consent. Neither the Association nor the Board of Directors shall make any assessments for new construction, capital improvements, acquisition or otherwise without the prior written consent of the Declarant, as long as the period for annexing Units has not expired or as long as the Declarant owns the greater of two (2) Units or five percent (5%) of the total number of Units in the Condominium. Nothing contained in this Section 9.3 shall be construed to limit the Declarant's obligation to pay assessments for common expenses on Units owned by the Declarant pursuant to requirements of the Oregon Condominium Act.

9.4 Common Element Maintenance by the Association. The Association shall maintain all common elements in a clean and attractive condition. If the Association fails to do so, the Declarant may perform such maintenance at the expense of the Association.

9.5 Declarant's Easements. The Declarant and its agents and employees shall have an easement on and over the common elements for the completion of any portion of the

Condominium, including the furnishing and decoration of any Unit, sales office or model, and the right to store materials on the common elements at reasonable places and for reasonable lengths of time.

9.6 Declarant's Other Special Rights. The rights reserved to the Declarant in this Section 9 shall in no way limit any other special rights that the Declarant, as a declarant, may have, whether pursuant to the Oregon Condominium Act or otherwise. Upon the expiration of any or all such special rights, the Declarant shall have the same rights as any other owner in the Condominium with respect to such ownership.

9.7 Assignment of Declarant's Rights. The Declarant shall have the right to assign any and all of its rights, including, without limitation, Declarant's special rights, as set forth in this Section 9, or to share such rights with one (1) or more other persons exclusively, simultaneously, or consecutively.

9.8 Expiration of Declarant's Special Rights. Unless otherwise provided, the Declarant's special rights, as reserved in this Section 9, shall expire upon the conveyance by the Declarant of the last Unit owned by the Declarant or seven (7) years after the first conveyance of a Unit in the Condominium, whichever is earlier.

9.9 No Rent Restrictions on Declarant Owned Units. The Association shall be prohibited from amending its documents or enacting rules to limit or restrict the rental of Units owned by the Declarant for residential occupancy. Such prohibition shall extend to successor declarants who assume all of the Declarant's obligations as set forth in this Declaration or the Oregon Condominium Act.

10. CROSS EASEMENTS.

10.1 Access.

10.1.1 The Declarant, for itself and its successors and assigns hereby reserves an easement over all roadways and driveways now existing or in the future constructed on the Stage 2 real property and to construct and maintain new roadways and driveways on such real property if none exist sufficient to serve as a means of ingress and egress to real property that may be annexed in the future to the Condominium all for the benefit of such real property, or any portion thereof. Such easement shall run with the land and shall continue perpetually, unless and until and to the extent the benefited real property is annexed to the Condominium. The benefited real property is described in Exhibit "D."

10.1.2 The Declarant hereby grants an easement to owners of Units and the Association over the roadway and driveways now existing or in the future constructed on the real property described in Exhibit "D" for purpose of ingress and egress to the Units and common elements of the Condominium. Such easement shall run with the land and shall continue perpetually, unless and until and to the extent the burdened real property is annexed to the Condominium.

10.2 Access Easement Unrestricted. The easements reserved in Section 10 may be used by Declarant, its successors and assigns as a means of ingress and egress to the benefited real property for any purposes, including, without limitation, access for construction and service vehicles and access by residents to Condominium Units, apartments or single-family attached or detached homes constructed on all or part of the real property that is annexed in the future to the Condominium.

10.3 Utility Easements. Easements for utility services of all kinds now customarily available or which may become available in the future are reserved over all portions of the Stage 2 real property, excepting those portions covered by the Condominium buildings for the benefit of the real property described on Exhibit "D." Installation of utility lines shall be done at the expense of the benefited owner and shall be installed, maintained and repaired in a manner such as to interfere with the use of the Stage 1 or 2 real property by the owners of Units in Stage 1 or 2 as little as reasonably practical under the existing circumstances.

10.4 Swimming Pool Easements. Until the swimming and related facilities are annexed to the Condominium, the owners of Units, their tenants and guests shall have a right to use the swimming pool facilities and cross over the grounds between the Condominium property and the swimming pool to access the swimming pool. This easement shall expire at such time if ever the swimming pool is annexed to the Condominium. As a condition of the use of the easement, the Condominium Association shall pay a proportionate share of the maintenance, upkeep and repair of the swimming pool based on the number of Condominium Units and the number of apartments in the balance of the complex.

10.5 Maintenance and Repair Costs. Maintenance, repairs and replacement costs of the roadway and driveway easements described in Section 10.1 shall be apportioned among the users (including owners of Units in Stage 1) in an equitable manner. If agreement on an equitable apportionment cannot be reached by the parties benefited, the apportionment shall be done equally among all the residential "living units," (i.e., Condominium Units, apartments and single-family attached or detached homes).

10.6 Repair of Damaged Property. Notwithstanding any other expense apportionment set forth in this Section 10, any party damaging any utility installation or roadway/driveway improvement within an easement area shall be responsible for the cost to repair such damage.

10.7 Assignments. The Declarant may assign in whole or in part the reserved easements described in this Section 10 when the Declarant transfers title to such Real Property or any part thereof.

10.8 Easements Run With the Land. All of the easements reserved in this Section 10 shall run with the land and shall be perpetual.

10.9 No Amendment Without Declarant's Consent. As provided in Section 13.1 of the Declaration for Stage 1, the easements reserved in this Section 10 shall not be

extinguished or restricted without the written consent of the Declarant and its successors and assigns.

10.10 Jointly Maintained Carport Buildings. Prior to annexation to the Condominium of all property which the Declarant has reserved the right to annex, several limited common element parking spaces pertaining to units in Stage 1 are located in carport buildings which are partially within the Condominium and partially outside the Condominium. The Association and the Declarant shall jointly maintain and repair these carport buildings on the basis of the number of parking spaces which are limited common elements pertaining to units within the Condominium and the number of parking spaces which have not yet been annexed to the Condominium.

11. ADOPTION BY REFERENCE. Except as otherwise expressly provided in this document, each of the provisions of the Stage 1 Declaration shall be applicable to Stage 2 of Tanglewood Hills Condominium.

The undersigned Declarant of the subject property has caused this Supplemental Declaration to be executed this 15 day of May, 2001.

TANGLEWOOD ASSOCIATES, LLC,
a Delaware limited liability company

By: Pomeroy Stutz Investors, LLC, a
Michigan limited liability company,
Manager of Tanglewood Associates, LLC

By: Pomeroy Stutz Management, LLC, a
Michigan limited liability company,
Manager of Pomeroy Stutz Investors, LLC

By: [Signature]
Benjamin R. Stutz, Manager

STATE OF OREGON)
County of Multnomah) ss. May 15, 2001

Personally appeared before me the above-named Benjamin R. Stutz who, being duly sworn, did say that he is the Manager of Pomeroy Stutz Management, LLC, a Michigan limited liability company, which is a Manager of Pomeroy Stutz Investors, LLC, a Michigan limited liability company, which is a Manager of Tanglewood Associates, LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said company by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



[Signature]
Notary Public for Oregon

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 this 23rd day of May, 2001, and, in accordance with ORS 100.110(7), this approval shall automatically expire if this Supplemental Declaration is not recorded within two (2) years from this date.

Scott W. Taylor,
Real Estate Commissioner

By: Brian DeMarco
Brian DeMarco

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 this _____ day of _____, 2001.

COUNTY ASSESSOR Ray Erland

By: Craig Jones
6-1-01

EXHIBIT "A"
TO SUPPLEMENTAL DECLARATION OF
TANGLEWOOD HILLS CONDOMINIUM
STAGE 2

SURVEYOR'S CERTIFICATE

I, RANDY L. ROHNER, CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE ANNEXED MAP OF "TANGLEWOOD HILLS CONDOMINIUM, STAGE 2", SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF BLOCKS 3 AND 6, "MOUNTAIN PARK NO. 8", SITUATED IN THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF BLOCK 3
COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3, SAID POINT BEING MARKED WITH A FOUND 5/8" IRON ROD; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 144.41 FEET TO THE SOUTHEAST CORNER OF "TANGLEWOOD HILLS CONDOMINIUM"; THENCE ALONG THE PLAT LINE OF SAID "TANGLEWOOD HILLS CONDOMINIUM", NORTH 00°22'18" EAST, A DISTANCE OF 160.00 FEET; THENCE WEST A DISTANCE OF 54.76 FEET TO THE INITIAL POINT, SAID POINT BEING MARKED BY A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "W.B. WELLS & ASSOC. INC."; THENCE CONTINUING ALONG THE PLAT LINE OF SAID "TANGLEWOOD HILLS CONDOMINIUM", WEST, A DISTANCE OF 22.24 FEET; THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 06°05'06", AN ARC DISTANCE OF 18.06, THE CHORD OF WHICH BEARS SOUTH 67°33'22" WEST, A DISTANCE OF 18.04 FEET TO A POINT OF NON-TANGENCY; THENCE LEAVING SAID PLAT LINE, NORTH 00°41'55" WEST, A DISTANCE OF 41.49 FEET; THENCE NORTH 87°10'07" WEST, A DISTANCE OF 130.97 FEET; THENCE ALONG THE PLAT LINE OF SAID "TANGLEWOOD HILLS CONDOMINIUM" THE FOLLOWING COURSES, NORTH 36°17'35" EAST, A DISTANCE OF 33.14 FEET; NORTH 02°21'38" WEST, A DISTANCE OF 78.14 FEET; NORTH 70°59'19" WEST, A DISTANCE OF 34.49 FEET; NORTH 19°00'41" EAST, A DISTANCE OF 33.14 FEET; THENCE LEAVING SAID PLAT LINE OF "TANGLEWOOD HILLS CONDOMINIUM", SOUTH 60°30'23" EAST, A DISTANCE OF 101.69 FEET; THENCE NORTH 50°35'13" EAST, A DISTANCE OF 22.73 FEET; THENCE SOUTH 39°40'30" EAST, A DISTANCE OF 40.99 FEET; THENCE NORTH 88°37'18" EAST, A DISTANCE OF 41.94 FEET; THENCE SOUTH 00°41'55" EAST, A DISTANCE OF 122.26 FEET TO THE INITIAL POINT.

CONTAINING 18,552 SQUARE FEET.

TOGETHER WITH:
PORTION OF BLOCK 6

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6, SAID POINT BEING MARKED BY A FOUND 5/8" IRON ROD, SAID POINT BEING THE INITIAL POINT; THENCE ALONG THE EAST LINE OF SAID BLOCK 6, SOUTH 00°03'04" WEST, A DISTANCE OF 123.45 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 6; THENCE ALONG THE SOUTHERLY LINE OF SAID BLOCK 6, SOUTH 80°53'54" WEST, A DISTANCE OF 176.68 FEET TO AN ANGLE POINT; THENCE NORTH 69°59'39" WEST, A DISTANCE OF 169.94 FEET TO AN ANGLE

EXHIBIT A
PAGE 1 OF 2

POINT; THENCE NORTH 38°26'07" WEST, A DISTANCE OF 243.01 FEET;
THENCE LEAVING SAID SOUTHERLY LINE, NORTH 22°55'54" EAST, A
DISTANCE OF 213.30 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 6;
THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A
RADIUS OF 339.59 FEET, THROUGH A CENTRAL ANGLE OF 47°13'11", AN
ARC DISTANCE OF 279.87 FEET, THE CHORD OF WHICH BEARS SOUTH
66°28'26" EAST, A DISTANCE OF 272.02 FEET TO A POINT OF
NON-TANGENCY; THENCE ALONG THE PLAT LINE OF "TANGLEWOOD HILLS
CONDOMINIUM" THE FOLLOWING COURSES; SOUTH 43°55'30" WEST, A
DISTANCE OF 53.53 FEET; NORTH 46°04'30" WEST, A DISTANCE OF 31.00
FEET; THENCE SOUTH 43°55'30" WEST, A DISTANCE OF 58.00 FEET; SOUTH
46°04'30" EAST, A DISTANCE OF 33.79 FEET; SOUTH 00°14'00" WEST, A
DISTANCE OF 77.22 FEET; NORTH 89°46'00" WEST, A DISTANCE OF 23.50
FEET; SOUTH 00°14'00" WEST, A DISTANCE OF 27.00 FEET; SOUTH
16°58'27" EAST, A DISTANCE OF 123.63 FEET; SOUTH 89°55'54" EAST, A
DISTANCE OF 68.30 FEET; NORTH 55°25'59" EAST, A DISTANCE OF 82.83
FEET; NORTH 00°15'21" WEST, A DISTANCE OF 119.90 FEET; SOUTH
89°44'39" WEST, A DISTANCE OF 104.30 FEET; NORTH 00°15'21" WEST, A
DISTANCE OF 75.84 FEET; NORTH 43°55'30" EAST, A DISTANCE OF 65.32
FEET; THENCE ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 6,
"MOUNTAIN PARK NO. 8", SOUTH 39°24'49" EAST, A DISTANCE F 219.47
FEET;

CONTAINING 107,503 SQUARE FEET.

EXHIBIT A
PAGE 2 OF 2

EXHIBIT "B"
TO SUPPLEMENTAL DECLARATION OF
TANGLEWOOD HILLS CONDOMINIUM
STAGE 2

STAGE 1 UNITS:

<u>Unit No.</u>	<u>Unit Style</u>	<u>Square Footage</u>	<u>Assessment Index</u>	<u>Percentage Ownership in Common Elements as of Stage 2</u>
5	Briar	591	110	.7676
6	Briar	594	110	.7676
7	Briar	594	110	.7676
8	Briar	594	110	.7676
9	Conifer	786	125	.8723
10	Conifer	786	125	.8723
11	Briar	591	110	.7676
12	Briar	594	110	.7676
13	Briar	594	110	.7676
14	Briar	594	110	.7676
15	Conifer	786	125	.8723
16	Conifer	786	125	.8723
17	Briar	592	110	.7676
18	Briar	594	110	.7676
19	Briar	594	110	.7676
20	Briar	594	110	.7676
21	Conifer	786	125	.8723
22	Conifer	786	125	.8723
61	Evergreen	1275	170	1.1863
62	Evergreen	1275	170	1.1863
63	Aspen	927	145	1.0119
64	Aspen	927	145	1.0119
65	Evergreen	1275	170	1.1863
66	Evergreen	1275	170	1.1863
67	Aspen	927	145	1.0119
68	Aspen	927	145	1.0119
69	Evergreen	1275	170	1.1863
70	Evergreen	1275	170	1.1863
71	Aspen	927	145	1.0119
72	Aspen	927	145	1.0119
73	Evergreen	1275	170	1.1863
74	Evergreen	1275	170	1.1863
75	Aspen	927	145	1.0119
76	Aspen	927	145	1.0119

77	Evergreen	1275	170	1.1863
78	Evergreen	1275	170	1.1863
79	Aspen	927	145	1.0119
80	Aspen	927	145	1.0119
81	Evergreen	1275	170	1.1863
82	Evergreen	1275	170	1.1863
83	Aspen	927	145	1.0119
84	Aspen	927	145	1.0119
101	Green	1374	190	1.3260
102	Green	1405	190	1.3260
139	Evergreen	1275	170	1.1863
140	Evergreen	1275	170	1.1863
141	Aspen	927	145	1.0119
142	Aspen	927	145	1.0119
143	Evergreen	1275	170	1.1863
144	Evergreen	1275	170	1.1863
145	Aspen	927	145	1.0119
146	Aspen	927	145	1.0119

STAGE 2 UNITS:

<u>Unit No.</u>	<u>Unit Style</u>	<u>Square Footage</u>	<u>Assessment Index</u>	<u>Percentage Ownership in Common Elements as of Stage 2</u>
1	Oakwood	832	125	.8723
2	Oakwood	832	125	.8723
3	Conifer	810	125	.8723
4	Conifer	786	125	.8723
23	Briar	592	110	.7676
24	Briar	594	110	.7676
25	Briar	594	110	.7676
26	Briar	594	110	.7676
27	Conifer	786	125	.8723
28	Conifer	786	125	.8723
29	Briar	591	110	.7676
30	Briar	594	110	.7676
31	Briar	594	110	.7676
32	Briar	594	110	.7676
33	Conifer	786	125	.8723
34	Conifer	786	125	.8723
35	Briar	591	110	.7676
36	Briar	594	110	.7676
37	Briar	594	110	.7676
38	Briar	594	110	.7676
39	Conifer	786	125	.8723

40	Conifer	786	125	.8723
41	Oakwood	834	125	.8723
42	Oakwood	834	125	.8723
43	Conifer	786	125	.8723
44	Conifer	786	125	.8723
45	Briar	591	110	.7676
46	Briar	594	110	.7676
47	Briar	594	110	.7676
48	Briar	594	110	.7676
49	Conifer	786	125	.8723
50	Conifer	786	125	.8723
51	Briar	591	110	.7676
52	Briar	594	110	.7676
53	Briar	594	110	.7676
54	Briar	594	110	.7676
55	Conifer	786	125	.8723
56	Conifer	786	125	.8723
57	Oakwood	834	125	.8723
58	Oakwood	834	125	.8723
59	Conifer	786	125	.8723
60	Conifer	786	125	.8723
127	Evergreen	1279	170	1.1863
128	Evergreen	1279	170	1.1863
129	Aspen	928	145	1.0119
130	Aspen	928	145	1.0119
131	Evergreen	1273	170	1.1863
132	Evergreen	1278	170	1.1863
133	Aspen	918	145	1.0119
134	Aspen	926	145	1.0119
135	Evergreen	1275	170	1.1863
136	Evergreen	1275	170	1.1863
137	Aspen	926	145	1.0119
138	Aspen	926	145	1.0119
TOTAL				100.0000

EXHIBIT "C"
TO SUPPLEMENTAL DECLARATION OF
TANGLEWOOD HILLS CONDOMINIUM
STAGE 2

<u>Unit No.</u>	<u>Carport No.</u>	<u>Parking Space No.</u>
1	94	
2	92	
3	93	
4	91	
23	118	
24		7
25	117	
26		6
27	116	
28	119	
29	110	
30		19
31	111	
32		18
33	112	
34		17
35	107	
36		12
37	108	
39	109	
40		8
41		10
42	106	
43		11
44	105	
45		20
46		21
47		22
48	103	
49	101	14
50	104	
51	97	
52		23
53	98	
54		24
55	99	16
56	102	13
57	95	

58
59
60
127
128
129
130
131
132
133
134
135
136
137
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96
100
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EXHIBIT "D"
TO SUPPLEMENTAL DECLARATION OF
TANGLEWOOD HILLS CONDOMINIUM
STAGE 2

SURVEYOR'S CERTIFICATE

I, RANDY L. ROHNER, CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE ANNEXED MAP OF "TANGLEWOOD HILLS CONDOMINIUM, STAGE 3 ", SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTIONS OF BLOCK 3, "MOUNTAIN PARK NO. 8", SITUATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF BLOCK 3
BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 3, SAID POINT BEING MARKED WITH A FOUND 5/8" IRON ROD, SAID POINT BEING THE INITIAL POINT; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 144.41 FEET TO THE SOUTHEAST CORNER OF "TANGLEWOOD HILLS CONDOMINIUM"; THENCE ALONG THE PLAT LINE OF SAID "TANGLEWOOD HILLS CONDOMINIUM", NORTH 00°22'18" EAST, A DISTANCE OF 160.00 FEET; THENCE WEST A DISTANCE OF 54.76 FEET TO THE SOUTHEAST CORNER OF "TANGLEWOOD HILLS CONDOMINIUM, STAGE 2 "; THENCE ALONG THE PLAT LINE OF SAID "TANGLEWOOD HILLS CONDOMINIUM STAGE 2 " THE FOLLOWING COURSES; NORTH 00°41'55" WEST, A DISTANCE OF 122.26 FEET; SOUTH 88°37'18" WEST, A DISTANCE OF 41.94 FEET; NORTH 39°40'30" WEST, A DISTANCE OF 40.99 FEET; SOUTH 50°35'13" WEST, A DISTANCE OF 22.73 FEET; NORTH 60°30'23" WEST, A DISTANCE OF 101.69 FEET; THENCE ALONG THE PLAT LINE OF "TANGLEWOOD HILLS CONDOMINIUM" THE FOLLOWING COURSES; WEST, A DISTANCE OF 34.93 FEET; NORTH 11°09'39" WEST, A DISTANCE OF 58.36 FEET TO THE NORTHERLY LINE OF BLOCK 3, "MOUNTAIN PARK NO. 8"; THENCE ALONG SAID NORTHERLY LINE, NORTH 72°00'38" EAST, A DISTANCE OF 197.23 FEET TO AN ANGLE POINT; THENCE SOUTH 38°20'09" EAST, A DISTANCE OF 374.26 FEET; THENCE ALONG THE EAST LINE OF SAID BLOCK 3, SOUTH 00°05'29" EAST, A DISTANCE OF 172.94 FEET TO THE INITIAL POINT,

CONTAINING 77,064 SQUARE FEET.

TOGETHER WITH:
PORTION OF BLOCK 3
COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3, SAID POINT BEING MARKED WITH A FOUND 5/8" IRON ROD; THENCE ALONG THE SOUTHERLY LINE OF BLOCK 3, "MOUNTAIN PARK NO. 8", SOUTH 89°58'01" WEST, A DISTANCE OF 163.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES, SOUTH 89°58'01" WEST, A DISTANCE OF 14.80 FEET; SOUTH 64°59'44" WEST, A DISTANCE OF 52.90 FEET; NORTH 84°51'28" WEST, A DISTANCE OF 150.00 FEET; THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 260.10 FEET, THROUGH A CENTRAL ANGLE OF 06°05'42", AN ARC DISTANCE OF 27.67 FEET; THE CHORD OF WHICH BEARS NORTH 78°22'23" WEST, A DISTANCE OF 27.66 FEET TO A POINT OF NON-TANGENCY; THENCE ALONG THE PLAT LINE OF "TANGLEWOOD HILLS CONDOMINIUM" THE FOLLOWING COURSES; NORTH 00°12'47" WEST, A

EXHIBIT D
PAGE 1 OF 2

DISTANCE OF 103.31 FEET; NORTH 33°50'19" EAST, A DISTANCE OF 54.61 FEET; THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 153.00 FEET, THROUGH A CENTRAL ANGLE OF 63°37'19", AN ARC DISTANCE OF 169.89 FEET, THE CHORD OF WHICH BEARS NORTH 89°35'33" EAST, A DISTANCE OF 161.30 FEET TO A POINT OF NON-TANGENCY; SOUTH 00°03'33" EAST, A DISTANCE OF 31.99 FEET; SOUTH 89°56'27" WEST, A DISTANCE OF 20.50 FEET; SOUTH 08°16'49" EAST, A DISTANCE OF 58.70 FEET; SOUTH 40°23'26" EAST, A DISTANCE OF 37.95 FEET; SOUTH 89°37'42" EAST, A DISTANCE OF 35.50 FEET; THENCE SOUTH 00°22'18" WEST, A DISTANCE OF 27.23 FEET TO THE POINT OF BEGINNING,

CONTAINING 28,158 SQUARE FEET.

TOGETHER WITH:

PORTION OF BLOCK 3

COMMENCING AT THE INITIAL POINT OF "TANGLEWOOD HILLS CONDOMINIUM STAGE 2", SAID POINT BEING MARKED WITH A FOUND 5/8" IRON ROD; THENCE WEST, A DISTANCE OF 22.24 FEET; THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 06°05'06", AN ARC DISTANCE OF 18.06 FEET, THE CHORD OF WHICH BEARS SOUTH 67°33'22" WEST, A DISTANCE OF 18.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 53°36'20", AN ARC DISTANCE OF 159.05 FEET, THE CHORD OF WHICH BEARS NORTH 82°35'55" WEST, A DISTANCE OF 153.31 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 36°17'35" EAST, A DISTANCE OF 35.00 FEET; THENCE ALONG THE PLAT LINE OF "TANGLEWOOD HILLS CONDOMINIUM STAGE 2" THE FOLLOWING COURSES: SOUTH 87°10'07" EAST, A DISTANCE OF 130.97 FEET; SOUTH 00°41'55" EAST, A DISTANCE OF 41.49 FEET TO THE POINT OF BEGINNING,

CONTAINING 6,949 SQUARE FEET.

EXHIBIT D
PAGE 2 OF 2