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**SUPPLEMENTAL DECLARATION
SUBMITTING STAGE 3 OF THE
TANGLEWOOD HILLS CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

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**SUPPLEMENTAL DECLARATION SUBMITTING
STAGE 3 OF THE TANGLEWOOD HILLS CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

THIS SUPPLEMENTAL DECLARATION is made and executed this ____ day of _____, 2002, 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. By a document entitled "Supplemental Declaration Submitting Stage 2 of the Tanglewood Hills Condominium to Condominium Ownership dated May 15, 2001 and recorded June 1, 2001 in the deed records of Clackamas County, Oregon, as Fee No. 2001-041144 ("Stage 2 Declaration"), the Declarant annexed Stage 2 to the Condominium. The purpose of this Supplemental Declaration is to submit Stage 3 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, Stage 2 or Stage 3 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 "Stage 3 Plat" means the plat depicting the Units and common elements of Stage 3.

1.10 "Supplemental Declaration" means any supplemental declaration to the Stage 1 Declaration. "Stage 2 Declaration" means the supplemental declaration annexing Stage 2. "Stage 3 Declaration" means the supplemental declaration annexing Stage 3.

1.11 "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.

1.12 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 3 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 3 contains seven (7) buildings containing fifty-two (52) dwelling Units and eight (8) carport buildings containing thirty-nine (39) 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 3 contains a total of fifty-two (52) Units. The dimensions, designation and location of each Unit are shown on the Stage 3 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

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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 3 Supplemental Declaration (the "Stage 3 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 3.

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 3 which contains limited common element parking spaces;

(c) The basements, yards, gardens, laundry and storage rooms, recreational facilities, parking areas, outside storage spaces 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

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(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 3 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 3, 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. An assessment index has been assigned to each of the seven (7) styles. 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. The assessment indexes for each of the seven (7) styles of Units is as follows:

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

The numerical designation, approximate square footage, Unit style and percentage ownership in the common elements for Stages 1, 2 and 3 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 and 3 Supplemental Declarations. There are several general common element parking spaces throughout the Condominium for passenger vehicles, motorcycles and bicycles,

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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. Occupants of the Unit shall register their vehicles with the Board of Directors, or its designee. Vehicles 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.

The cross easements set forth in the Stage 1 Declaration and Stage 2 Declaration are extinguished by the Stage 3 Declaration because all benefited and burdened real property is not owned by all of the Unit owners as part of the common elements.


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 3 of Tanglewood Hills Condominium.

The undersigned Declarant of the subject property has caused this Supplemental Declaration to be executed this 22nd day of October, 2002.

TANGLEWOOD ASSOCIATES, LLC,
a Delaware limited liability company

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

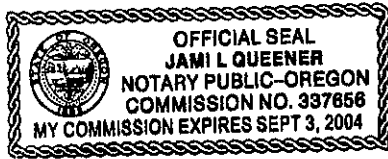
By: Pomeroy Stutz Management, LLC, a
Michigan limited liability company,
Manager of Pomeroy Stutz Investors, LLC

By: 
Benjamin R. Stutz, Manager

STATE OF OREGON)
County of Multnomah) ss.

October 22, 2002

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.



Jami L. Queener
Notary Public for Oregon

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 this 8th day of November, 2002, 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: [Signature]
Brian DeMarco

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 this 26 day of DECEMBER, 2002.

COUNTY ASSESSOR RAY ERLAND

By: [Signature]

EXHIBIT "A"

A portion of Block 3, MOUNTAIN PARK NO. 8, in Clackamas County, Oregon, described as follows:

Commencing at the initial point of Tanglewood Hills Condominium Stage 2, said point being marked with a found 5/8 inch iron rod; thence West, a distance of 22.24 feet, to a point of non-tangency; thence along a non-tangent curve concave to the North, having a radius of 170.00 feet, through a central angle of $06^{\circ}05'06''$, an arc distance of 18.06 feet, the chord of which bears South $67^{\circ}33'22''$ West, a distance of 18.04 feet to the point of beginning, said point being initial point no. 3; thence continuing along said curve, having a radius of 170.00 feet, through a central angle of $53^{\circ}36'20''$, an arc distance of 159.05 feet, the chord of which bears North $82^{\circ}35'55''$ West, a distance of 153.31 feet to a point of non-tangency; thence North $36^{\circ}17'35''$ East, a distance of 35.00 feet; thence along the plat line of Tanglewood Hills Condominium Stage 2 the following courses: South $87^{\circ}10'07''$ East, a distance of 130.97 feet; South $00^{\circ}41'55''$ East, a distance of 41.49 feet to initial point no. 3.

EXHIBIT "B"
TO SUPPLEMENTAL DECLARATION OF
TANGLEWOOD HILLS CONDOMINIUM
STAGE 3

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 3</u>
5	Briar	591	110	.4883
6	Briar	594	110	.4883
7	Briar	594	110	.4883
8	Briar	594	110	.4883
9	Conifer	786	125	.5550
10	Conifer	786	125	.5550
11	Briar	591	110	.4883
12	Briar	594	110	.4883
13	Briar	594	110	.4883
14	Briar	594	110	.4883
15	Conifer	786	125	.5550
16	Conifer	786	125	.5550
17	Briar	592	110	.4883
18	Briar	594	110	.4883
19	Briar	594	110	.4883
20	Briar	594	110	.4883
21	Conifer	786	125	.5550
22	Conifer	786	125	.5550
61	Evergreen	1275	170	.7550
62	Evergreen	1275	170	.7550
63	Aspen	927	145	.6439
64	Aspen	927	145	.6439
65	Evergreen	1275	170	.7550
66	Evergreen	1275	170	.7550
67	Aspen	927	145	.6439
68	Aspen	927	145	.6439
69	Evergreen	1275	170	.7550
70	Evergreen	1275	170	.7550
71	Aspen	927	145	.6439
72	Aspen	927	145	.6439
73	Evergreen	1275	170	.7550
74	Evergreen	1275	170	.7550
75	Aspen	927	145	.6439
76	Aspen	927	145	.6439
77	Evergreen	1275	170	.7550

78	Evergreen	1275	170	.7550
79	Aspen	927	145	.6439
80	Aspen	927	145	.6439
81	Evergreen	1275	170	.7550
82	Evergreen	1275	170	.7550
83	Aspen	927	145	.6439
84	Aspen	927	145	.6439
101	Green	1374	190	.8436
102	Green	1405	190	.8436
139	Evergreen	1275	170	.7550
140	Evergreen	1275	170	.7550
141	Aspen	927	145	.6439
142	Aspen	927	145	.6439
143	Evergreen	1275	170	.7550
144	Evergreen	1275	170	.7550
145	Aspen	927	145	.6439
146	Aspen	927	145	.6439

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 3</u>
1	Oakwood	832	125	.5550
2	Oakwood	832	125	.5550
3	Conifer	810	125	.5550
4	Conifer	786	125	.5550
23	Briar	592	110	.4883
24	Briar	594	110	.4883
25	Briar	594	110	.4883
26	Briar	594	110	.4883
27	Conifer	786	125	.5550
28	Conifer	786	125	.5550
29	Briar	591	110	.4883
30	Briar	594	110	.4883
31	Briar	594	110	.4883
32	Briar	594	110	.4883
33	Conifer	786	125	.5550
34	Conifer	786	125	.5550
35	Briar	591	110	.4883
36	Briar	594	110	.4883
37	Briar	594	110	.4883
38	Briar	594	110	.4883
39	Conifer	786	125	.5550
40	Conifer	786	125	.5550

41	Oakwood	834	125	.5550
42	Oakwood	834	125	.5550
43	Conifer	786	125	.5550
44	Conifer	786	125	.5550
45	Briar	591	110	.4883
46	Briar	594	110	.4883
47	Briar	594	110	.4883
48	Briar	594	110	.4883
49	Conifer	786	125	.5550
50	Conifer	786	125	.5550
51	Briar	591	110	.4883
52	Briar	594	110	.4883
53	Briar	594	110	.4883
54	Briar	594	110	.4883
55	Conifer	786	125	.5550
56	Conifer	786	125	.5550
57	Oakwood	834	125	.5550
58	Oakwood	834	125	.5550
59	Conifer	786	125	.5550
60	Conifer	786	125	.5550
127	Evergreen	1279	170	.7550
128	Evergreen	1279	170	.7550
129	Aspen	928	145	.6439
130	Aspen	928	145	.6439
131	Evergreen	1273	170	.7550
132	Evergreen	1278	170	.7550
133	Aspen	918	145	.6439
134	Aspen	926	145	.6439
135	Evergreen	1275	170	.7550
136	Evergreen	1275	170	.7550
137	Aspen	926	145	.6439
138	Aspen	926	145	.6439

STAGE 3 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 3</u>
85	Evergreen	1275	170	.7550
86	Evergreen	1275	170	.7550
87	Aspen	927	145	.6439
88	Aspen	927	145	.6439
89	Evergreen	1275	170	.7550
90	Evergreen	1270	170	.7550
91	Aspen	927	145	.6439

92	Aspen	927	145	.6439
93	Evergreen	1275	170	.7550
94	Evergreen	1275	170	.7550
95	Aspen	926	145	.6439
96	Aspen	926	145	.6439
97	Evergreen	1269	170	.7550
98	Evergreen	1271	170	.7550
99	Aspen	918	145	.6439
100	Aspen	931	145	.6439
103	Evergreen	1273	170	.7550
104	Evergreen	1273	170	.7550
105	Aspen	928	145	.6439
106	Aspen	928	145	.6439
107	Evergreen	1275	170	.7550
108	Evergreen	1273	170	.7550
109	Aspen	927	145	.6439
110	Aspen	927	145	.6439
111	Evergreen	1275	170	.7550
112	Evergreen	1275	170	.7550
113	Aspen	931	145	.6439
114	Aspen	927	145	.6439
115	Evergreen	1273	170	.7550
116	Evergreen	1271	170	.7550
117	Aspen	929	145	.6439
118	Aspen	929	145	.6439
119	Evergreen	1275	170	.7550
120	Evergreen	1275	170	.7550
121	Aspen	927	145	.6439
122	Aspen	927	145	.6439
123	Evergreen	1275	170	.7550
124	Evergreen	1275	170	.7550
125	Aspen	927	145	.6439
126	Aspen	927	145	.6439
147	Evergreen	1271	170	.7550
148	Evergreen	1271	170	.7550
149	Aspen	927	145	.6439
150	Aspen	927	145	.6439
151	Evergreen	1275	170	.7550
152	Evergreen	1272	170	.7550
153	Aspen	927	145	.6439
154	Aspen	924	145	.6439
155	Evergreen	1276	170	.7550
156	Evergreen	1279	170	.7550
157	Aspen	928	145	.6439
158	Aspen	928	145	.6439

TOTAL

100.0000

EXHIBIT "C"
TO SUPPLEMENTAL DECLARATION OF
TANGLEWOOD HILLS CONDOMINIUM
STAGE 3

<u>Unit No.</u>	<u>Carport No.</u>	<u>Parking Space No.</u>
85	35	
86	37	
87	36	
88	38	
89	72	
90	71	
91	70	
92	69	
93	39	
94	40	
95	68	
96	67	
97	41	
98	42	
99	66	
100	65	
103	57	43
104	58	42
105	55	
106	56	
107	53	
108	52	
109	54	
110		39
111	51	
112	48	
113		38
114		37
115	49	
116	47	
117	50	
118		36
119	63	
120	64	
121		35
122		34
123	61	
124	62	

125		33
126		32
147	17	
148	16	
149		30
150	15	
151	13	
152	14	
153		29
154		28
155	11	
156	12	
157		27
158		26

160