CC&Rs of Parkside Condominium Association
As of July 2012

1) *Original Recorded Document #98-35222*

   i) Supplements
      (1) *Supplemental Declaration for Stages 2 of the MM PSCA #99-56600*
      (2) *Supplemental Declaration for Stage 3 of the MM PSCA #00-17711*
      (3) *Supplemental Declaration for Stage 4 of the MM PSCA #01-16298*
   ii) Amendments to CC&Rs
      (a) First Amendment to the Declaration #2010-028445

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DECLARATION

of the

MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM ASSOCIATION

MADE PURSUANT TO THE OREGON CONDOMINIUM ACT

98 35222

DECLARATION
of the
MOUNTAIN MEADOWS
PARKSIDE CONDOMINIUM ASSOCIATION

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EXHIBIT A Legal Description of Mountain Meadows Parkside Condominium
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98 35222

THIS DECLARATION, to be effective upon its recording in Jackson County, Oregon, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 28th day of July, 1998, by Mountain Meadows L.L.C., an Oregon limited liability company (hereinafter "Declarant").

RECITALS:

Declarant has created subdivisions known as MOUNTAIN MEADOWS PHASES ONE and TWO, all in the City of Ashland, Jackson County, State of Oregon (the "Property"). Declarant intends to annex additional phases to the Property and include in the total project single-family residential homes, attached homes, condominium homes, rental apartments, an assisted living facility, a residential care facility, a clubhouse, guest accommodations, office and retail facilities. Declarant created an Owner's Association to operate Mountain Meadows (the "Mountain Meadows Owner's Association") as a retirement community providing facilities and services for seniors as described in the Declaration for Mountain Meadows.

Declarant hereby creates a fee title Condominium for seniors known as MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM in the City of Ashland, Jackson County, Oregon. Declarant has improved the Property by constructing on the land the Condominium Buildings, each Building having a total of three floors. Mountain Meadows Parkside Condominium will consist of five buildings and will contain a total of 87 Units if all stages are constructed. Declarant reserves the right to designate up to five additional ground-level Units in future stages of the Condominium for commercial uses, consisting of the retail sale of goods and services.

The purpose of this Declaration is to submit the first stage land and building of Mountain Meadows Parkside Condominium to the Condominium form of ownership and use in the manner provided by the Oregon Condominium Act, and to provide for the annexation of future stages by supplemental declarations. Mountain Meadows Parkside Condominium is subject to the Mountain Meadows Owners' Association (MMOA) Declaration and its Bylaws, Rules and Regulations as adopted and amended from time to time, recorded as Document No. 96-24900 of Jackson County Records.

SECTION 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. The following definitions shall prevail in all Condominium Documents unless the context shall require otherwise:

1.1.1 "Act" means the Oregon Condominium Act, currently ORS 100.005 to 100.910 and 100.990, as amended from time to time.

1.1.2 "Association" means the nonprofit mutual benefit corporation responsible for the operation of the Condominium created concurrently with the recording of this Declaration and known as Mountain Meadows Parkside Condominium Association.

1.1.3 "Board" means the Board of Directors of the Association.

1.1.4 "Buildings" means the buildings in which the Units are located as shown on the Plat.

1.1.5 "Bylaws" means the Bylaws of the Association, as amended from time to time.

1.1.6 "Common Elements" means all those portions of the Condominium exclusive of the Units.

1.1.7 "Condemnation" means any taking of any interest in the Condominium by right of eminent domain or any purchase of any such interest in lieu of such taking.

1.1.8 "Condominium" means the Property that is subjected to Condominium ownership by this Declaration and all improvements on the Property and all easements and rights appurtenant to the Property constituting a part of the Condominium.

1.1.9 "Condominium Documents" means this Declaration, the Articles of Incorporation of the Mountain Meadows Parkside Condominium

Association, its Bylaws, its Rules and Regulations, and any Exhibits to any of them.

1.1.10 "Declarant" means the original Declarant specified above and any successors and assigns specified as a successor Declarant in a written agreement between such parties.

1.1.11 "Declaration" means this Condominium Declaration and any amendments to it and any supplemental declarations annexing additional stages to the Condominium.

1.1.12 "Legal Requirements" means all applicable statues, rules, regulations, codes and other such requirements

1.1.13 "Limited Common Elements" means those Common Elements designated in Section 6 herein to be reserved for the exclusive use of a Unit or number of Units.

1.1.14 "Mortgage" includes a mortgage, trust deed and recorded contract for the sale of real estate.

1.1.15 "Mortgagee" includes a mortgagee, trust deed beneficiary and a vendor under contract for the sale of real estate.

1.1.16 "MMOA Declaration" means the Mountain Meadows Owners' Association Declaration dated July 25, 1996, and recorded in the official records of Jackson County, Oregon as document number 96-24900, the provisions of which are incorporated herein by this reference as if fully set forth herein. In the event of any inconsistency, the provisions of the MMOA Declaration shall be controlling.

1.1.17 "Owner" means the record owner of fee simple interest in a Unit, unless there is a holder of a vendee's interest in a Unit under a recorded contract of sale or a holder of a life estate or a leasehold estate in a Unit for a term exceeding twenty (20) years, in which event the vendee or

lessee, as the case may be, shall be considered the Owner. If there is more than one such vendee's or lessee's interest at any given time, then the holder of the most recent interest shall be considered the current Owner.

1.1.18 "Person" means any individual, corporation, partnership, trust or other entity.

1.1.19 "Plat" means the Plat for the Condominium which is being recorded in the records of Jackson County, Oregon, concurrently with this Declaration and any revisions of such Plat subsequently recorded.

1.1.20 "Unit" means that part of the Condominium designated in Section 4 herein and as shown on the Plat as such and comprises the space and improvements enclosed by its boundaries as described in Section 4.2 and shown on the Plat and, as the context requires, the accompanying fractional interest in the Common Elements.

1.2 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium Association under the provisions of Oregon law. The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1.3 Original Owner of Units. Declarant is the original Owner of all Units and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are filed of record.

1.4 Captions and Exhibits. The captions and headings of sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.5 Severability. Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the Bylaws.

1.6 Duration. These covenants, conditions and restrictions shall run with and bind, benefit and burden in perpetuity the Property, all Owners and Occupants, and the lessees, invitees and guests of all Owners and Occupants unless amended pursuant to Section 17 or terminated by the affirmative vote of the holders of one hundred percent (100%) of those entitled to vote.

1.7 Notices. All notices under this Declaration shall be in writing. Any such notice shall be deemed effective on the earlier of the date of delivery or, if mailed, three (3) business days following the date of mailing, if addressed to the addressee at the address, if any, designated in the Association's records. It shall be the responsibility of the Owners to notify the Association of any change in address or change in ownership of the Units. The Association shall not be responsible to independently verify the accuracy of its record of Owners and their addresses.

1.8 Costs and Attorneys Fees. In any proceeding arising because of alleged default by an Owner to comply with the terms and provisions of this Declaration or the rules and regulations of the Association, including without limitation failure to pay assessments, the prevailing party shall be entitled to recover its costs, including such reasonable attorneys fees as may be determined by the trial court in any trial or by the appellate court in any appeal or review thereof. In addition, the Association shall be entitled to reasonable attorneys' fees associated with collection costs, regardless of whether a legal action is filed.

1.9 Nonwaiver. Any failure of the Association to enforce a covenant, condition or restriction contained in this Declaration shall not be deemed to constitute a waiver of the Association's right to enforce that or any other convenant, condition or restriction contained in this Declaration.

1.10 Miscellaneous . All terms and words used in this Declaration, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. "And/or" when applied to two or more matters or things shall be construed to apply to any one or more or all thereof as the circumstances warrant at the time in question. "Herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Declaration as a whole, and not to any particular Section, unless expressly so stated. The word "days" refers to calendar days unless specific reference is made to "business" days.

SECTION 2. NAME

The name by which the Property hereby submitted is to be identified is MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM.

SECTION 3. PROPERTY SUBMITTED AND DEVELOPMENT PLAN

The Property hereby submitted to the Act as the first stage of the Condominium is Declarant's fee simple interest in the real property and improvements located in the City of Ashland, Jackson County, Oregon, and more particularly described on Exhibit A. Pursuant to ORS 100.125, Declarant proposes to develop the Condominium in several stages with the maximum number of Units, maximum number of stages, the additional Common Elements, minimum allocation of undivided interest in the Common Elements and election dates as follows:

3.1 Maximum Number of Units . Declarant is reserving the right to include a maximum of eighty-seven (87) residential Units and five (5) commercial Units in the Condominium, for a total of ninety-two (92) Units.

3.2 Stages . The maximum number of stages in the Condominium including the initial stage shall be five (5).

3.3 Annexation of Common Elements . The additional Common Elements to be annexed at each stage of development shall be the portion of the Condominium buildings not a part of a Unit or a Limited Common Element, including without limitation parking areas, roofs, elevators, walkways, building exterior, land, and landscaping.

3.4 Allocation of Undivided Interest in Common Elements . When the first stage is complete, each two-bedroom Unit will have an 8.27% interest in the Common Elements and each three-bedroom Unit will have an 8.65% interest, so that the total of the percentage interest of all 12 Units will exactly equal 100%. See Exhibit B. After all stages are built, these allocations would be reduced to not less than 0.941% and 0.98467% respectively. See Exhibit B.

When the maximum number of Units in all stages are constructed, each Unit will own a minimum undivided percentage interest in the Common Elements of the Condominium as follows: ten residential Units will each have a 0.941% interest; 77 residential Units will each have a 0.98467% interest, and five commercial Units will each have a 2.954% interest, so that the total of the percentage interest of all Units will exactly equal one hundred percent.

The method used to establish the above allocation of undivided interest in the Common Elements was based on an assumption that a three-bedroom residential Unit will have five percent more interest in the Common Elements than a two-bedroom residential Unit, and that a commercial Unit will have 300% more interest in the Common Elements than a two-bedroom residential Unit. The percentage for commercial Units will be computed by prorata comparison to the size of the residential Units.

All residential Units in subsequent stages of the Condominium will be within the approximate range of 720 to 1,800 square feet of floor area, and will be consistent with the design and quality of construction of Units in the initial stage of the Condominium. All commercial Units in subsequent stages of the Condominium will be within the approximate range of 350 to 5,000 square feet of floor area, and will be consistent with the design and quality of construction of Units in the initial stage of the Condominium.

3.5 Time of Annexation. The Declarant shall construct and annex the Units in subsequent stages on or before December 31, 2002, provided, however, pursuant to ORS 100.105(3) (a), the Declarant may seek an amendment to the Declaration providing an extension of up to two (2) years to construct and annex additional stages, not to exceed two years after December 31, 2002.

3.6 Further Stages. Further stages shall be annexed to the Condominium by means of recording a supplemental Declaration and Plat containing the information required by the Act.

SECTION 4. UNITS

4.1 Generally. The Condominium will consist of one building containing twelve Units, ranging in size from 1,278 to 1,577 square feet. The building structure will be frame construction and will contain three stories. Units will consist of residences each containing a kitchen, two bathrooms, two bedrooms and living area. Some Units will also contain a den or a third bedroom. One parking space is available for each Unit, if needed, and is provided in a drive-through garage on the first floor. Two Units and the garage are on the ground floor, five Units are on the first floor, and five Units are on the second floor. The Association will assign parking spaces, and the Association may change these assignments from time to time, as reasonably determined by the Association. Any conflict over parking assignments will be handled per Section 15.9.

4.2 Commercial Use. Declarant reserves the right to designate up to five ground-level Units in future stages of the Condominium for commercial uses, consisting of the retail sale of goods and services. Commercial Units will range in size from approximately 350 to 1,600 square feet of floor area.

4.3 Boundaries of Units. Each Unit shall be bounded by the interior surfaces of its perimeter and load bearing walls, floors, ceilings, skylights, windows and window frames, doors and door frames, and trim.

Each Unit shall include both the horizontal and vertical interior surfaces so described (including the face of the studwalls, top of floor joists and bottom of ceiling joists) and the air space so encompassed. In addition, each Unit shall include the outlet of any utility service lines, including but not limited to water, sewer, gas, electricity, telephone and cable television, but shall not include any part of such lines or ducts themselves. All water heaters, heating furnaces and air conditioning equipment serving a Unit shall be deemed a part of the Unit served, even if physically located on or in the Common Elements. In the event of any conflict between the Plat and this Declaration, the latter shall be controlling. See access easement Section 10.1.

4.4 Plat . The approximate area, dimensions, designation and location of each Unit, and the Common and Limited Common Elements are shown on the Plat.

SECTION 5. GENERAL COMMON ELEMENTS

The General Common Elements (hereinafter referred to as Common Elements) consist of all improvements and land other than the Units and Limited Common Elements of the Condominium and include, but are not limited to, (a) structural elements, (b) exterior common garden areas and walkways, (c) any shared utility systems, (d) parking areas, (e) elevators, (f) private streets, and (g) fire sprinkler systems. Each Unit owner shall be entitled to an interest in the Common Elements as shown on the schedule attached as Exhibit B and incorporated in this Declaration by this reference.

SECTION 6. LIMITED COMMON ELEMENTS

Limited Common Elements are those Common Elements designated as reserved for the use of a certain Unit, to the exclusion of other Units. Balconies, porches, and the air space contained by each constitute Limited Common Elements, the use of which shall be restricted to the adjoining Unit shown on the Plat. On the Plat there are ten storage closets, use of which will be assigned by the Association, and the Association may change these

assignments from time to time,as reasonably determined by the Association. See Exhlubit B. Any conflict will be handled per Section 15.9. See ORS100.115 (c) (1998 rev.) .

SECTION 7. OCCUPATION, USE AND SERVICES

7.1 Generally . Each Unit is intended for residential use by senior citizens, as more particularly described in Section 5 of the MMOA Declaration. Declarant reserves the right, however, to designate up to five (5) ground level Units in future stages of the Condominium for commercial uses, consisting of the retail sale of goods and services. The residential use restrictions in the Bylaws are not applicable to the commercial Units. In the event of a conflict between this Section 7 and other sections of this Declaration or the Bylaws, the provisions of this Section 7 shall control.

7.2 Commercial Use . Commercial Units shall be used in a manner which will minimize, to the extent reasonably possible, any disturbance of the quiet enjoyment of the nearby residential Units, such as by excessive noise, fumes, odors, radiation, traffic and the like. No commercial use shall operate after 9:00 p.m. or before 8:00 a.m. without the prior consent of the Association. Owners of commercial Units may install signs on the Common Elements constituting the exterior of the walls and windows surrounding such Units for the purpose of advertising the business operation in the Units. Such signs must comply with the City of Ashland Sign Code. The Owners of commercial Units shall be allowed to use rooftop and other portions of the Common Elements as needed for telecommunications equipment, mechanical units and the like as necessary or desirable for the operation of the commercial use, subject only to reasonable conditions necessary to protect the integrity of the Common Elements and to buffer any such equipment so as to avoid unsightly conditions.

7.2.1. The Condominium Association shall segregate and allocate its income and expenses between the commercial and the residential portions of the Condominium such that the assessment income of the Owners of the commercial Units will only be used to pay for their allocable share of the expenses and that expenses will be allocated to the commercial Units only

expenses and that expenses will be allocated to the commercial Units only to the extent of the benefit they receive from such expenditures. In other words, the allocations shall be such that neither type of use substantially subsidizes or is subsidized by the other. The Declarant shall have the right to designate percentage allocations for major expense categories in the Supplemental Declaration annexing the commercial Units to the Condominium.

7.2.2. The commercial Unit Owners shall have the right to elect one Board member separately from, and in addition to, the election of the normal Board members by the residential Owners, as provided in the Bylaws. No amendments to the Declaration or Bylaws which would be prejudicial to the interests of the commercial Owners will be effective unless approved by at least seventy-five (75%) of the votes of commercial Units in the Condominium. The Association shall have no power to enact any rule or to take any action which would discriminate against the commercial Owners, as compared to the residential Owners.

7.2.3. Except with respect to termination of the Condominium as a result of destruction, damage or condemnation, any termination of the Condominium shall require the approval of at least sixty-seven percent (67%) of the votes of commercial Units in the Condominium. Any such termination of the Condominium shall be carried out by the Owners pursuant to the provisions of the Declaration, Bylaws, and the Act, and only after a vote of the Owners as required herein.

7.2.4. In the event of any arbitration of a dispute regarding commercial Unit(s), the arbitrator(s) shall be licensed Oregon attorneys having at least ten (10) years' experience working on mixed use condominium projects. The guiding principle for the arbitrator(s) shall be to achieve a reasonable balance between any conflicting interests of the residential and the commercial Owners without adversely affecting the income of the commercial operations. The provisions in Section 15 of the MMOA Declaration shall apply, except that in the event of a conflict between this Section 7 and other Sections of this Declaration or the Bylaws, the provisions of this Section 7 shall control.

SECTION 8. CONVEYANCES: RIGHT TO SELL AND MARKETING

See Section 4 of the MMOA Declaration.

SECTION 9. MAINTENANCE

The necessary work to maintain, repair or replace the Common Elements shall be carried out as provided in the Bylaws.

SECTION 10. EASEMENTS

10.1 In General. Each Owner shall have an easement for reasonable access and use of, in and through each other Unit within the Condominium Building and the Common Elements of the Building, for all support, utility, wiring, heat and service elements, as required to effectuate and continue proper operation of the Condominium. Each Unit and all the Common Elements are specifically subject to the foregoing easement for access and use as required for the heating, air conditioning, electrical wiring, telephone, cable TV and plumbing for each Unit. The specific mention or reservation of any easement for access and use in this Declaration does not limit or negate the general easement for Common Elements created by the Act.

10.2 Additional Rights Created by Association. The Association of Unit Owners may create, on behalf of the Unit Owners, additional leases, easements, rights of way, licenses and other similar interests affecting the Common Elements and consent to vacation of roadways within and adjacent to the Condominium as provided in ORS 100.405(5); provided, however, no such interest may be granted with regard to a Limited Common Element unless the Owner and Mortgagees of the Units having the right to use such Limited Common Elements consent to the creation of such an interest. The granting of a lease in excess of two years duration, or any other interest or consent pursuant to this section, shall be done only after the prior approval of the Owners of at least seventy five percent (75%) of the

to revoke, alter, modify or terminate any leases, easements, rights of way, license and similar interest of record on the date this Declaration is recorded.

10.3 Right of Entry . An Owner shall grant the right of entry to the Board, managing agent, manager or any other person authorized by the Board in the case of an emergency originating in or threatening the Owners' Unit or the Condominium Property, whether or not the Owner is present at the time. An Owner shall also permit such person to enter the Owners' Unit for the purpose of performing installations, alterations or repairs to any Common Element and for the purpose of inspection to verify that the Owner is complying with the restrictions and requirements described in this Declaration, the Bylaws, and any rules or regulations adopted pursuant thereto, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner.

10.4 Special Easement for Declarant . Declarant and Declarant's agents, successors and assigns shall have an easement for access and use of, over and upon the Common Elements for the purpose of completing or making repairs to the Condominium and carrying out sales activities necessary or convenient for the sale of Units, including, without limitation, the right to use the Units owned by the Declarant as model Units and the right to use a Unit(s) as a sales office.

10.5 Easement. Access to the Condominium shall be by means of a temporary looping private driveway from and to Mountain Meadows Drive, a public right-of-way, described in Exhibit A. The Unit Owners shall have a nonexclusive 12-foot wide easement for such driveway extending from Mountain Meadows Drive to the Condominium. The easement shall be permanent, unless it terminates by merger upon the annexation of the entire easement area into the Condominium as part of future stages of the Condominium.

The location of such easement shall be determined by Declarant and established by means of the paving of such driveway at the sole cost of the Declarant, which shall be completed prior to the sale of the first Unit of the

Condominium. Declarant shall have the right to relocate the driveway at any time during the term of this easement.

Maintenance costs of the easement shall be shared on a prorata based on the number of Units and premises served by such driveway. Any disputes regarding the easement shall be subject to arbitration in the same manner as provided in this Declaration regarding Condominium disputes generally. No parking of vehicles or other blockage shall be allowed within the driveway at any time other than as necessary for maintenance work thereon.

The Declarant may at any time record a Supplemental Declaration for the purpose of recording a legal description or an amended legal description of the Easement area for the driveway.

SECTION 11. COMMON INCOME AND EXPENSES; VOTING

11.1 Allocation of Income and Expenses . The common income, if any, derived from and the common expenses of the Common Elements and any other common expenses shall be allocated between all Condominium Units and charged to the Owner of each Unit according to each Owner's percentage interest in the Common Elements as provided in Section 5.

11.2 Votes . Each residential Unit shall be entitled to one (1) vote , and each commercial Unit shall be entitled to one (1) vote. The number of residential votes shall be eighty-seven (87), if and when all eighty-seven (87) residential Units planned for the Condominium are constructed. The number of commercial Unit votes shall be five (5), if and when all five commercial Units planned for the Condominium are constructed. Therefore, the total number of votes shall be ninety-two (92). See Bylaws Section 2.8.

SECTION 12. SERVICE OF PROCESS

The name of the person designated to receive service of process in cases provided in ORS 100.550(1) is named in the Condominium

Information Report which has been filed with the Real Estate Agency in accordance with ORS 100.250(1)(a).

SECTION 13. ENCROACHMENTS

13.1 Easement for Encroachments. Each Owner shall have a right of use over all adjoining Units and Common Elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the Condominium Buildings, or any other similar cause, and any encroachment due to building overhang or projection. There shall be a valid easement for the maintenance of the encroaching Units and Common Elements so long as the encroachment shall exist, and except as otherwise provided in Section 13.1 of this Section 13, the rights and obligations of Owners shall not be altered in any way by the encroachment.

13.2 Easements Not Liability Relief. The easement described under Section 13.1 does not relieve an Owner of liability in case of willful misconduct of an Owner or relieve the Declarant or any contractor, subcontractor or vendor of liability for failure to adhere to the plans.

13.3 Encroachments are Not Encumbrances. The encroachments described in Section 13.1 of this Section 13 shall not be construed to be encumbrances affecting the marketability of title to any Unit.

SECTION 14. MORTGAGEE PROTECTION

14.1 Controlling Over Other Sections. In the event of a conflict between this Section 14 and other sections of this Declaration, the provisions of this Section 14 shall control.

14.2 Notice of Action. Upon written request to the Association identifying the name and address of the Mortgagee and the Unit address, any Mortgagee shall be entitled to receive written notice of: (a) all meetings

of the Association and shall be permitted to designate a representative to attend all such meetings; (b) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a Mortgage; (c) any delinquency in the payment of assessments or charges owed by an Owner of a Unit on which there is a mortgage which remains uncured for a period of sixty (60) days; (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association at least ten (10) days before such occurs; and (e) any proposed action which would require the consent of the specified percentage of Mortgagees under the Declaration or Bylaws.

14.3 Mortgagee Approval. For purposes of determining the percentage of Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds first Mortgages on more than one Unit, such Mortgagee shall be deemed a separate Mortgagee as to each such Unit.

14.4 Mortgagee's Consent to Abandon Condominium . Except with respect to termination of the Condominium as a result of destruction, damage, or condemnation, any termination of the Condominium shall require the approval of Mortgagees holding Mortgages on Units which have at least sixty-seven percent (67%) of the votes of Units in the Condominium which are subject to Mortgages. Any such termination of the Condominium shall be carried out by the Owners pursuant to the provisions of the Declaration, Bylaws, and the Act and only after a vote of the Owners as required herein.

14.5 Amendment of Condominium Declaration or Bylaws . Subject to any contrary provisions of the Act and consistent with Section 17 of this Declaration and Section 10 of the Bylaws, except upon the approval of Mortgagees holding Mortgages on Units which have at least fifty-one percent (51%) of the votes of Units in the Condominium which are subject to Mortgages, no amendments may be made to the Declaration or Bylaws which add to or amend any material provision of the Declaration or Bylaws which establish, provide for, govern, or regulate any of the following: (a) voting; (b) assessment, assessment liens, or subordination of liens; (c) percentage ownership in Common Elements; (d) reserves for

maintenance, repair, and replacement of the Common Elements; (e) insurance or fidelity bonds; (f) easements of access and use of the Common Elements; (g) responsibility for maintenance and repair of the several portions of the Condominium; (h) expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of Property to or from the Condominium; (i) boundaries of any Unit; (j) conversion of Units into Common Elements or of Elements into Units; (k) leasing of Units; (l) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey such Owners' Unit; (m) any provisions which are for the express benefit of Mortgagees.

14.6 Limitation. The provisions of Section 14.5 are intended only to be a limitation on the right of the Owners to amend the Declaration and Bylaws. Any such amendments to the Declaration or Bylaws shall be made only upon full compliance with the provisions of such relating to the procedure and percentage of votes required for such amendment in addition to Section 14.5.

14.7 Deemed Approval by Mortgagees. Any Mortgagee who receives a written request to approve an amendment to the Declaration or Bylaws or any other action to be taken by the Board, Association, or Owners shall be deemed to have given such approval unless such Mortgagee's written objection to such action is delivered to the Association within thirty (30) days after the date of the written request.

14.8 Mortgagee's Proxy. If the Mortgagee of any Unit determines that the Association is not providing an adequate maintenance, repair and replacement program for the Common Elements, then such Mortgagee, at its option, may deliver a notice to the registered agent of the Association, as required pursuant to ORS 100.550, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within ninety (90) days subsequent to receipt of such notice, then the Mortgagee, upon written notice to the registered agent that it is exercising its proxy rights hereunder, shall have the right to attend succeeding annual or special meetings of the Association and to cast the vote(s) for each Unit on which it holds a mortgage on all

business coming before such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

SECTION 15. OPERATING ENTITY

15.1 Formation and Authority . The Mountain Meadows Parkside Condominium Association, a nonprofit mutual benefit corporation, has been organized to administer the operation and management of the , Condominium and to undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation, this Declaration and Bylaws. A copy of the Bylaws are attached hereto as Exhibit C. Each Owner shall be entitled to vote in the manner prescribed in the Articles of Incorporation and Bylaws of the Association.

15.2 Duties and Powers of the Association . The Association shall have all requisite power, duty and authority to perform its obligations under this Declaration, including without limitation the power, duty and authority to enforce the provisions of this Declaration and to acquire and pay for, from funds provided by assessments of the Units, all goods and services necessary or appropriate for the proper functioning of the Association in accordance with this Declaration. Without limiting the generality of the foregoing or the other provisions of this Declaration, the Association shall have the power, duty and authority, subject to other provisions of this Declaration and the Bylaws, to undertake the following actions: (a) determine the amounts necessary or appropriate for the performance by the Association of its powers and duties under this Declaration; (b) impose and collect annual and special assessments from the Owners; (c) maintain bank accounts on behalf of the Association and designate the signatories for those accounts; (d) file all required income tax returns; (e) enforce by legal means the provisions of this Declaration; (f) maintain and repair the Common Elements and the improvements thereon and establish one or more reserve funds for such purposes; (g) promulgate, modify, and rescind rules and regulations governing use of the Common Elements and all improvements on the foregoing, as well as the Property generally; (h) obtain such policies of insurance as the Board may from time to time deem appropriate for the protection of the Association, the Common Elements and

the improvements thereon; (i) contract for such services (including without limitation legal and accounting services) as may be necessary or appropriate to manage the affairs of the Association properly and in accordance with this Declaration, whether the personnel performing such services are employed directly by the Association or by a manager or management firm or agent retained by the Association; (j) appoint such committees as the Board may determine from time to time to be appropriate to assist in the conduct of the affairs of the Association and delegate to any such committee such authority as the Board may deem appropriate, subject in all cases to the provisions of the Declaration.

15.3 Rules and Regulations . The Association shall, by a majority vote of the Board, from time to time, adopt, amend, enforce and repeal rules and regulations as the Board shall determine to be necessary or proper for the operation of the Association (the "Association Rules"). The Association Rules shall govern use of the Units and Common Elements by any Owner, Occupant, family member or invitee of an Owner or Occupant. Provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Association Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if set forth in and a part of this Declaration. The Association rules shall not materially change the rights, preferences or privileges of any person, or the restrictions on any Unit as herein set forth.

15.4 Control of Association . The Condominium will be governed by the Mountain Meadows Parkside Condominium Association, an Oregon nonprofit corporation. As provided in ORS 100.200(1), the Declarant may retain administrative control of the Association for a period not exceeding the earlier of: (a) three years from the date of conveyance of the first Unit; (b) the date of conveyance to persons other than Declarant of 75% of the Units in the Condominium which may be created or annexed under ORS 100.125 or 100.150, whichever is applicable; or (c) the date on which Declarant elects to relinquish permanently its control, whichever date first

occurs. Administrative control of the Association by the Declarant is more particularly set forth in the Bylaws.

15.5 Membership. Each Owner, by virtue of being an Owner and as long as such Owner continues in that capacity, shall be a member of the Association. The membership of an Owner shall terminate automatically upon an Owner being divested of its ownership interest in the Property. Each membership in the Association shall be appurtenant to the Unit owned by an Owner and shall not be transferred in any manner whatsoever except upon a transfer of title to such Unit and then only to the transferee of such title. Any attempt to make a prohibited transfer of a membership shall be void.

15.6 Voting. Each Owner shall be entitled to one (1) vote per residential or commercial Condominium Unit, in the manner prescribed in the Articles of Incorporation and Bylaws of the Association. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership.

15.7 Enforcement Powers. In addition to any other enforcement rights described in this Declaration and the Bylaws or authorized by law, and subject to any restrictions on the Association's enforcement rights, including any due process requirements imposed by this Declaration, the Bylaws or by law, the Association may take any of the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of this Declaration, the Bylaws, or Association Rules:
(a) impose monetary fines of no more than $100 for the first violation, $500 for the second violation and $1,000 for the third violation of the same type; (b) suspend or revoke the qualification of any Occupant for use of the Unit and/or Common Elements; and (c) commence a legal action for damages, injunctive relief, or both. Any remedies specifically provided herein are nonexclusive and cumulative and are in addition to all other legal or equitable remedies available to the Association.

15.8 Enforcement Actions . The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Association. The Association may take more than one of the foregoing enforcement actions against any violation or threatened violation. The Association, in its sole discretion, may resolve or settle any dispute, including any legal action, under such terms and conditions as it considers appropriate.

15.9 Mediation and Arbitration . Except with respect to any action by the Association to foreclose an existing lien or execute on an existing judgment, every Owner and the Association shall have the right to submit any dispute regarding enforcement of this Declaration, the Bylaws or the Rules and Regulations of the Condominium to nonbinding mediation, and if the mediation is unsuccessful, to binding and final arbitration according to the procedure in Sections 15.1 through 15.5 of the MMOA Declaration.

If any action is brought by one or more but less than all Owners on behalf of the Association and recovery is had, the expenses of these Owners shall be a Common Expense. However, if such action is brought against the Owners or against the Board, Officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the plaintiff's expenses, including attorneys' fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

Complaints brought against the Association, the Board or the Officers, employees, or agents thereof, in their respective capacities as such or the Condominium as a whole, shall be directed to the Board, which shall promptly give written notice thereof to the Owners and any Mortgagees. Such complaints shall be defended by the Board, and the Owners and Mortgagees shall have no right to participate in such defense other than through the Board. Complaints against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Board and to the Mortgagees affecting such Units, and shall be defended by such Owners.

15.10 Suspension of Sanctions. Except in the event of an emergency threatening the health or safety of the other Occupants of the Condominium, the sanctions described above in Section 15.7 shall not be imposed until the subject of the sanction has first been given ten (10) days prior notice and opportunity to cure the violation complained of and to be heard orally or in writing by the Board. The notice may be given in any manner reasonably intended to provide actual notice to the subject of the sanctions. The imposition of the sanctions described above in Section 15.7 shall be suspended during the pendency of any mediation and arbitration.

SECTION 16. MANAGING AGENT

16.1 Professional Management. In order to maintain the special character and high quality of the retirement community and Condominium, the Condominium Association shall be professionally managed at all times by firm(s) approved by the Board. The Association shall not terminate professional management and assume self-management. The managing agent shall arrange for and make available all facilities and services to be provided by the Association under this Declaration. At least thirty (30) days' notice of any contemplated change in the managing agent shall be given to any Mortgagee which has requested to be notified.

16.2 Initial Managing Agent. Subject to the rights of the Association or the Board to terminate the managing agent without penalty upon not less than thirty (30) days written notice to the other party given not later than sixty (60) days after the turnover meeting specified in the Bylaws of the Association, Declarant engages Madeline Hill Realty, Inc., dba Mountain Meadows Services, an Oregon corporation, as the initial agent to manage the Condominium for a term not to exceed three (3) years. On behalf of the Association, the Board shall employ and contract for a managing agent at a reasonably competitive compensation to be established by the Board after an initial period of management by the agent identified in the preceding sentence.

16.3 Scope of Managing Agent Duties . The Board shall delegate to the managing agent responsibility for the following items in addition to any others the Board chooses to delegate:

a. Operation, care, upkeep and maintenance of the Condominium;

b. Recommendation to the Board of the amounts required for operation, maintenance and other affairs of the Association, and the preparation of annual budgets for approval by the Board;

c. Collection of common expenses from the Owners;

d. Purchases for the maintenance, repair, replacement, administration, management and operation of the Condominium which are consistent with Board-approved budgets or have been specially approved by the Board;

e. Subject to Board approval, maintain bank accounts on behalf of the Association;

f. The acquisition of any and all materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments required by law or which shall be necessary or proper for the operation of the Condominium or for enforcement of the Declaration and these Bylaws which are consistent with Board-approved budgets or have been specially approved by the Board;

g. Subject to Board approval, maintenance and repair of any Unit, its appurtenances and/or its improvements when such maintenance or repair is reasonably necessary in the opinion of the managing agent to protect the Common Elements or preserve the appearance and value of the Condominium development and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said

maintenance or repair has been delivered by the Board to the Owner or Owners;

h. Subject to Board approval, obtain and review bonds and insurance including coverage for fire or other hazard, liability for personal injury and property damage, fidelity of Association officers' and other employees, and Directors' and Officer's liability, for the Association and the Condominium, including the Units, pursuant to the provisions of the Declaration or Bylaws;

i. Preparation of audited financial statements, all appropriate income tax returns and the Annual Report to be filed with the Oregon Real Estate Agency; and

j. Subject to Board review and approval, enforcement by legal means of the provisions of the Act, the Declaration, Bylaws and any Rules and Regulations adopted hereunder.

SECTION 17. AMENDMENT

17.1 Approval Required . Except as may otherwise be provided in this Declaration or by the Act, this Declaration may be amended if such amendment is approved by the Owners of at least seventy-five percent (75%) of the Units. Except as otherwise provided in the Act, no amendment may change the size, location, allocation of undivided interest in the Common Elements, method for determining liability for common expenses, right to common income or voting rights of any Unit unless such amendment has been approved by the Owners of the affected Units and the holders of any Mortgages on such Units.

For as long as Declarant remains Owner of two or more Units, the Bylaws, Rules and Regulations, and this Declaration may not be modified, added to, amended or repealed so as to eliminate, change, or impair any rights, privileges, easements, licenses or exemptions granted therein or herein to Declarant or its designee, or otherwise adversely affect Declarant or such designee, without Declarant's or such designee's consent.

17.2 Recordation. The amendment shall be effective upon recording by the Jackson County Clerk of the Declaration (as amended) or of the amendment thereto, certified by the President and Secretary of the Association and (if required by law) approved by the Jackson County Assessor and the Oregon Real Estate Commissioner.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 28th day of July, 1998.

MOUNTAIN MEADOWS L.L.C.
an Oregon limited liability company,
by its Manager, Hill Associates, Inc.

By: Madeline Hill
Madeline Hill, its President

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 28th day of July, 1998, by Madeline Hill, President of Hill Associates, Inc., Manager of Mountain Meadows L.L.C., an Oregon limited liability company.

Bonita Ewen
NOTARY PUBLIC FOR OREGON
My Commission Expires: July 24, 2000

OFFICIAL SEAL
BONITA EWEN
NOTARY PUBLIC-OREGON
COMMISSION NO. 055110
MY COMMISSION EXPIRES JULY 24, 2000

The foregoing Declaration is approved pursuant to ORS 100.110 this 29th day of July, 1998 and in accordance with ORS 100.110(7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.

SCOTT W. [illegible]
Real Estate Commissioner

BY _____
Marge Robinson

The foregoing Declaration is approved pursuant to ORS 100.110 this 30th day of July, 1998.

ASSESSOR AND TAX COLLECTOR
FOR JACKSON COUNTY

By: _____
Assessor

By: Carol Applegate, Deputy
Tax Collector

EXHIBIT A

98 35222

L.J. FRIAR AND ASSOCIATES
CONSULTING LAND SURVEYORS

LEGAL DESCRIPTION

Beginning at the most Northerly Northwest corner of MOUNTAIN MEADOWS SUBDIVISION, PHASE 1, A PLANNED COMMUNITY, according the official plat thereof, now of record, in Jackson County, Oregon; thence along the Northerly line thereof, North 72°15'04" East, 151.36 feet; thence North 00°03'35" West, 23.00 feet to the INITIAL POINT OF BEGINNING; thence continue North 00°03'35" West, 30.80 feet; thence South 89°56'25" West, 0.40 feet; thence North 00°03'35" West, 40.36 feet; thence North 89°56'25" East, 0.40 feet; thence North 00°03'35" West, 32.58 feet; thence North 89°56'25" East, 120.74 feet; thence North 00°03'35" West, 3.52 feet; thence North 89°56'25" East, 9.10 feet; thence South 00°03'35" East, 3.52 feet; thence North 89°56'25" East, 37.49 feet to intersect the East line of Lot 30 of ASHLAND ACRES, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along said East line, South 00°03'35" East, 87.00 feet to the Northeast corner of said PHASE 1; thence along the Northerly line thereof, South 72°15'04" West, 196.63 feet; thence North 00°03'35" West, 23.00 feet to the INITIAL POINT OF BEGINNING. Containing 21950 square feet, more or less.

TOGETHER WITH an temporary easement for ingress-egress to Mountain Meadows Drive, said strip being 12 feet in width lying 6 feet on either side of the following described centerline:

Beginning at the most Northerly Northwest corner of MOUNTAIN MEADOWS SUBDIVISION, PHASE 1, A PLANNED COMMUNITY, according the official plat thereof, now of record, in Jackson County, Oregon; thence along the Northerly line thereof, North 72°15'04" East, 151.36 feet; thence North 00°03'35" West, 23.00 feet; thence continue North 00°03'35" West, 30.80 feet; thence South 89°56'25" West, 0.40 feet; thence North 00°03'35" West, 47.30 feet to the true point of beginning; thence South 83°15'39" West, 55.09 feet; thence along the arc of a 50.00 foot radius curve to the right having a central angle of 04°38'44", a distance of 4.05 feet (the long chord of which bears South 87°35'01" West, 4.05 feet); thence South 89°54'22" West, 9.31 feet; thence along the arc of a 26.00 foot radius curve to the left having a central angle of 90°02'02", a distance of 40.86 feet (the long chord of which bears South 44°55'23" West, 36.78 feet); thence South 00°03'35" East, 59.76 feet; thence along the arc of a 26.00 foot radius curve to the right having a central angle of 90°02'02", a distance of 40.86 feet (the long chord of which bears South 44°55'23" West, 36.78 feet); thence South 89°54'22" West, 9.26 feet to the Easterly line of Mountain Meadows Drive and the point of terminus. The side lines of the said strip shall be extended or shortened to intersect the Easterly line of Mountain Meadows Drive and the Westerly line of the above first described tract.

Said easement to be extinguished when subsequent Stages are recorded in the Office of the Jackson County Recorder.

MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM, STAGE 1
Mountain Meadows, L.L.C.
97-253
July 10, 1998

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JULY 17, 1998
JAMES E. HIBBS
RENEWAL DATE 6-30-99

98 35222

Jackson County, Oregon
Recorded
OFFICIAL RECORDS

JUL 30 1998
3:19 PM
COUNTY CLERK

EXHIBIT B

SCHEDULE OF INTEREST IN MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM COMMON ELEMENTS

Unit	Percent of Common Elements	Storage Closet	Address on Muntain Meadows Circle	Number of Bedrooms
1	8.27	----	904	2
2	8.27	----	903	2
3	8.65	A	913	3
4	8.27	E	912	2
5	8.27	B	911	2
6	8.27	D	910	2
7	8.27	C	909	2
8	8.65	F	921	3
9	8.27	I	920	2
10	8.27	G	919	2
11	8.27	J	918	2
12	8.27	H	917	2
TOTAL	100.00%			

99-56600

11:53 35-

SUPPLEMENTAL DECLARATION

SUBMITTING STAGE TWO OF THE

MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM

TO THE OREGON CONDOMINIUM ACT

THIS SUPPLEMENTAL DECLARATION, to be effective upon its recording in Jackson County, Oregon, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 8th day of November, 1999, by Mountain Meadows L.L.C., an Oregon limited liability company (hereinafter "Declarant").

By document dated July 28, 1998, entitled Declaration of the Mountain Meadows Parkside Condominium Association made pursuant to the Oregon Condominium Act, Declarant created a condominium known as Mountain Meadows Parkside Condominium, which is located in the City of Ashland, Jackson County, State of Oregon. The purpose of this Supplemental Declaration is to submit Stage Two of Mountain Meadows Parkside Condominium to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

SECTION 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. As used in this Supplemental Declaration, unless the context otherwise requires, the following definitions shall prevail:

1.1.1. "Plat" means the Plat for Stage Two of the Condominium which is being recorded in the records of Jackson County, Oregon, concurrently with this Supplemental Declaration and any revisions of such Plat subsequently recorded.

1.1.2. "Stage One Declaration" means that instrument dated July 28, 1998, and recorded July 30, 1998, at Recording No. 98-35222, Volume 24 of Plats on page 30 of the records of Jackson County, Oregon.

1.1.3. "Incorporation by Reference" Except as otherwise provided in this Supplemental Declaration, each of the terms defined in the Stage One

Declaration shall have the same meaning as in the Stage Two Supplemental Declaration.

SECTION 2. PROPERTY SUBMITTED

The property hereby submitted to the Act as the second stage of the Condominium is Declarant's fee simple interest in the real property and improvements located in the City of Ashland, Jackson County, Oregon, and more particularly described in Exhibit A.

SECTION 3. ADOPTION BY REFERENCE

Except as otherwise expressly provided in this document, each of the provisions of the Stage One Declaration and Bylaws of Mountain Meadows Parkside Condominium Association shall be applicable to Stage Two of the Mountain Meadows Parkside Condominium.

SECTION 4. UNITS

4.1 Generally. Stage Two of the Condominium will consist of one building containing twenty-six Units, ranging in size from 688 to 1656 square feet. The building structure will be frame construction and will contain three stories. Units will consist of residences each containing a kitchen, bathroom, sleeping area and living area. Some units will also contain a den, a bonus room, a second bedroom, a third bedroom, or a second bath.

4.2 Boundaries of Units. Each Unit shall be bounded by the interior surfaces of its perimeter and load bearing walls, floors, ceilings, skylights, windows and window frames, doors and door frames, and trim. Each Unit shall include both the horizontal and vertical interior surfaces so described (including the face of the studwalls, top of floor joists and bottom of ceiling joists) and the air space so encompassed. In addition, each Unit shall include the outlet of any utility service lines, including but not limited to water, sewer, gas, electricity, telephone and cable television, but shall not include any part of such lines or ducts themselves. In the event of any conflict between the Plat and this Supplemental Declaration, the latter shall be controlling.

4.3 Plat The designation, location, and description of boundaries and area in square feet of each unit are shown on the Plat and the attached Exhibit B.

SECTION 5. GENERAL COMMON ELEMENTS

5.1 The General Common Elements (hereinafter referred to as Common Elements) consist of all improvements and land other than the Units and Limited Common Elements of the Condominium and include, but are not limited to (a) garden areas and walkways, (b) any shared utility systems, (c) parking areas, (d) elevators, (e) private streets, and (f) fire sprinkler systems.

5.2 Each Unit will be entitled to a percentage undivided interest in the Common Elements, as shown on the attached Exhibit B and as outlined in Section 5.3. Each Unit's interest in the Common Elements shall be inseparable from the Unit, and any conveyance, encumbrance, judicial sale, or other transfer, voluntary or involuntary, of an undivided interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

5.3 In the Stage One condominiums, each of the ten two-bedroom Units will have a 2.674% interest in the Common Elements, and each of the three-bedroom Units will have a 2.795% interest. In the Stage Two condominiums, each of the eighteen one-bedroom Units will have a 2.551% interest in the Common Elements, each of the five two-bedroom Units will have a 2.674% interest in the Common Elements, two of the three-bedroom Units will have a 2.795% interest in the Common Elements, with one three-bedroom Unit (Unit number 26) assigned a 2.792% interest in the Common Elements, so that the total percentage interest of all 38 Units exactly equals 100%.

SECTION 6. LIMITED COMMON ELEMENTS

Limited Common Elements are those Common Elements designated as reserved for the use of a certain Unit, to the exclusion of other Units. Balconies, patios, porches and the air space containing each constitute Limited Common Elements, the use of which shall be restricted to the Unit to which each such Limited Common Element adjoins and pertains, as shown on the Plat.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed this 8th day of November, 1999.

MOUNTAIN MEADOWS, L.L.C.,
an Oregon limited liability company,
by its manager, Hill Associates, Inc.

By: Madeline Hill
Its: President

STATE OF OREGON)
) ss.
County of ~~Jackson~~ Multnomah)

The foregoing instrument was acknowledged before me this 8th day of November, 1999, by Madeline Hill of Hill Associates, Inc., Manager of Mountain Meadows, L.L.C., an Oregon limited liability company.

OFFICIAL SEAL
SHARON P. LEBEDA
NOTARY PUBLIC - OREGON
COMMISSION NO. 052666
MY COMMISSION EXPIRES MAR. 28, 2000

Sharon P. Lebeda
My commission expires: 03/28/2000

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 and ORS 100.120, this 8 th day of November, 1999 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 Marcus
Brian Marcus

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 and ORS 100.120 this ____day of _____, 1999.

ASSESSOR FOR JACKSON COUNTY

By: _____
Assessor

TAX COLLECTOR FOR JACKSON COUNTY

By: _____
Tax Collector

99-56600

L.J. FRIAR AND ASSOCIATES
CONSULTING LAND SURVEYORS

LARRY J. FRIAR
JAMES E. HIBBS

LEGAL DESCRIPTION

EXHIBIT A

Parcel No. Two (2) of Partition Plat recorded October 6, 1999, as Partition Plat No. P-59-1999 of "Record of Partition Plats" in Jackson County, Oregon, and filed as Survey No. 16285 in the Office of the County Surveyor.

PROPERTY DESCRIPTION STAGE TWO

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JULY 17, 1981
JAMES E. HIBBS
RENEWAL DATE 6-30-01

99-56600

Exhibit B
Schedule of Interest in Mountain Meadows
Parkside Condominium Common Elements

Unit	Stage One Building Address	# of Bedrooms	Percent of Common Elements	Interior Square Footage
1	904 Mountain Meadows Circle	2	2.674	1357
2	903 Mountain Meadows Circle	2	2.674	1316
3	913 Mountain Meadows Circle	3	2.795	1577
4	912 Mountain Meadows Circle	2	2.674	1296
5	911 Mountain Meadows Circle	2	2.674	1297
6	910 Mountain Meadows Circle	2	2.674	1300
7	909 Mountain Meadows Circle	2	2.674	1278
8	921 Mountain Meadows Circle	3	2.795	1577
9	920 Mountain Meadows Circle	2	2.674	1296
10	919 Mountain Meadows Circle	2	2.674	1297
11	918 Mountain Meadows Circle	2	2.674	1300
12	917 Mountain Meadows Circle	2	2.674	1278

Unit	Stage Two Building Address	# of Bedrooms	Percent of Common Elements	Interior Square Footage
1	935 Mountain Meadows Circle	3	2.795	1656
2	934 Mountain Meadows Circle	2	2.674	1219
3	933 Mountain Meadows Circle	2	2.674	1219
4	932 Mountain Meadows Circle	1	2.551	909
5	931 Mountain Meadows Circle	1	2.551	688
6	930 Mountain Meadows Circle	1	2.551	829
7	929 Mountain Meadows Circle	1	2.551	788
8	928 Mountain Meadows Circle	1	2.551	938
9	927 Mountain Meadows Circle	1	2.551	789
10	925 Mountain Meadows Circle	1	2.551	692
11	926 Mountain Meadows Circle	1	2.551	820
12	923 Mountain Meadows Circle	1	2.551	691
13	924 Mountain Meadows Circle	2	2.674	1314
14	922 Mountain Meadows Circle	1	2.551	1002
15	947 Mountain Meadows Circle	3	2.795	1656
16	946 Mountain Meadows Circle	2	2.674	1219
17	945 Mountain Meadows Circle	2	2.674	1219
18	943 Mountain Meadows Circle	1	2.551	688
19	944 Mountain Meadows Circle	1	2.551	909
20	941 Mountain Meadows Circle	1	2.551	689
21	942 Mountain Meadows Circle	1	2.551	829
22	939 Mountain Meadows Circle	1	2.551	689
23	940 Mountain Meadows Circle	1	2.551	938
24	937 Mountain Meadows Circle	1	2.551	692
25	938 Mountain Meadows Circle	1	2.551	669
26	936 Mountain Meadows Circle	3	2.792	1490
Total 38			100.00	

Jackson County, Oregon
Recorded
OFFICIAL RECORDS
NOV 10 1999
11:53 AM
COUNTY CLERK

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SUPPLEMENTAL DECLARATION

SUBMITTING STAGE THREE OF THE

MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM

TO THE OREGON CONDOMINIUM ACT

THIS SUPPLEMENTAL DECLARATION, to be effective upon its recording in Jackson County, Oregon, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 24th day of April, 2000, by Mountain Meadows L.L.C., an Oregon limited liability company (hereinafter "Declarant").

By document dated July 28, 1998, entitled, "Declaration of the Mountain Meadows Parkside Condominium Association", made pursuant to the Oregon Condominium Act and by document dated November 8, 1999 entitled, "Supplemental Declaration, Submitting Stage Two of the Mountain Meadows Parkside Condominium to the Oregon Condominium Act," Declarant created a condominium known as Mountain Meadows Parkside Condominium, which is located in the City of Ashland, Jackson County, State of Oregon. The purpose of this Supplemental Declaration is to submit Stage Three of Mountain Meadows Parkside Condominium to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

SECTION 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. As used in this Supplemental Declaration, unless the context otherwise requires, the following definitions shall prevail:

1.1.1. "Plat" means the Plat for Stage Three of the Condominium which is being recorded in the records of Jackson County, Oregon, concurrently with this Supplemental Declaration and any revisions of such Plat subsequently recorded.

1.1.2. "Stage One Declaration" means that instrument dated July 28, 1998, and recorded July 30, 1998, at Recording No. 98-35222, Volume 24 of Plats on page 30 of the records of Jackson County, Oregon.

1.1.3. "Stage Two Declaration" means that instrument dated November 8, 1999 and recorded November 10, 1999 at Recording No. 99-56600, Volume 25 of Plats on page 36 of the records of Jackson County, Oregon.

1.1.4. "Incorporation by Reference" Except as otherwise provided in this Supplemental Declaration, each of the terms defined in the Stage One Declaration shall have the same meaning as in the Stage Two and Stage Three Supplemental Declarations.

SECTION 2. PROPERTY SUBMITTED

The property hereby submitted to the Act as the third stage of the Condominium is Declarant's fee simple interest in the real property and improvements located in the City of Ashland, Jackson County, Oregon, and more particularly described in Exhibit A.

SECTION 3. ADOPTION BY REFERENCE

Except as otherwise expressly provided in this document, each of the provisions of the Stage One and Stage Two Declarations and the Bylaws of Mountain Meadows Parkside Condominium Association shall be applicable to Stage Three of the Mountain Meadows Parkside Condominium.

SECTION 4. UNITS

4.1 Generally. Stage Three of the Condominium will consist of one building containing nine units, ranging in size from 920 to 1612 square feet. The building structure will be frame construction and will contain three stories. Units will consist of residences each containing a kitchen, bathroom, sleeping area and living area. Some units will also contain a den, a bonus room, a second bedroom, a third bedroom, or a second bath.

4.2 Boundaries of Units. Each Unit shall be bounded by the interior surfaces of its perimeter and load bearing walls, floors, ceilings, skylights,

windows and window frames, doors and door frames, and trim. Each Unit shall include both the horizontal and vertical interior surfaces so described (including the face of the studwalls, top of floor joists and bottom of ceiling joists) and the air space so encompassed. In addition, each Unit shall include the outlet of any utility service lines, including but not limited to water, sewer, gas, electricity, telephone and cable television, but shall not include any part of such lines or ducts themselves. In the event of any conflict between the Plat and this Supplemental Declaration, the latter shall be controlling.

4.3 Plat The designation, location, and description of boundaries and area in square feet of each unit are shown on the Plat and the attached Exhibit B.

SECTION 5. GENERAL COMMON ELEMENTS

5.1 The General Common Elements (hereinafter referred to as Common Elements) consist of all improvements and land other than the Units and Limited Common Elements of the Condominium and include, but are not limited to (a) garden areas and walkways, (b) any shared utility systems, (c) parking areas, (d) elevators, (e) private streets, and (f) fire sprinkler systems.

5.2 Each Unit will be entitled to a percentage undivided interest in the Common Elements, as shown on the attached Exhibit B and as outlined in Section 5.3. Each Unit's interest in the Common Elements shall be inseparable from the Unit, and any conveyance, encumbrance, judicial sale, or other transfer, voluntary or involuntary, of an undivided interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

5.3 In the Stage One condominiums, each of the ten two-bedroom Units will have a 2.1423% interest in the Common Elements, and each of the two three-bedroom Units will have a 2.2407% interest.

5.4 In the Stage Two condominiums, each of the eighteen one bedroom Units will have a 2.0439% interest in the Common Elements, each of the five two-bedroom Units will have a 2.1423% interest in the Common Elements, and each of the three three-bedroom Units will have a 2.2407% interest in the Common Elements.

5.5 In the Stage Three Condominiums, the one-bedroom Unit will have a 2.0439% interest in the Common Elements. Unit number 2 will be assigned a 2.2414% interest in the Common Elements and Unit number 9 will have a 2.1423% interest in the Common Elements. Five of the three-bedroom Units will have a 2.2407% interest in the Common Elements. The total percentage interest of all 47 Units exactly equals 100%.

SECTION 6. LIMITED COMMON ELEMENTS

Limited Common Elements are those Common Elements designated as reserved for the use of a certain Unit, to the exclusion of other Units. Balconies, patios, porches and the air space containing each constitute Limited Common Elements, the use of which shall be restricted to the Unit to which each such Limited Common Element adjoins and pertains, as shown on the Plat.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed this 24th day of April, 2000.

MOUNTAIN MEADOWS, L.L.C.,
an Oregon limited liability company,
by its manager, Hill Associates, Inc.

By: Madeline Hill
Its: President

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 24th day of April, 2000, by Madeline Hill of Hill Associates, Inc., Manager of Mountain Meadows, L.L.C., an Oregon limited liability company.

Margaret S. Griffith

OFFICIAL SEAL
MARGARET S. GRIFFITH
NOTARY PUBLIC-OREGON
COMMISSION NO. 318733
MY COMMISSION EXPIRES DEC. 8, 2002

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 and ORS 100.120, this 27th day of April, 2000 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 and ORS 100.120 this 27 day of April, 2000.

ASSESSOR FOR JACKSON COUNTY

By: Ron Dalby Dept
Assessor

TAX COLLECTOR FOR JACKSON COUNTY

By: Gary Carlson
Tax Collector

EXHIBIT "A"
Supplemental Declaration, Stage Three
Mountain Meadows Parkside Condominium

Legal Description

Parcel No. One (1) of Partition Plat recorded October 6, 1999, as Partition Plat No. P-59-1999 of "Record of Partition Plats" in Jackson County, Oregon, and filed as Survey No. 16285 in the office of the County Surveyor.

Exhibit "B"
Schedule of Interest in Mountain Meadows
Parkside Condominium Common Elements

Unit	Stage One Building Address	# of Bedrooms	Percent of Common Elements	Interior Square Footage
1	904 Mountain Meadows Circle	2	2.1423	1357
2	903 Mountain Meadows Circle	2	2.1423	1316
3	913 Mountain Meadows Circle	3	2.2407	1577
4	912 Mountain Meadows Circle	2	2.1423	1296
5	911 Mountain Meadows Circle	2	2.1423	1297
6	910 Mountain Meadows Circle	2	2.1423	1300
7	909 Mountain Meadows Circle	2	2.1423	1278
8	921 Mountain Meadows Circle	3	2.2407	1577
9	920 Mountain Meadows Circle	2	2.1423	1296
10	919 Mountain Meadows Circle	2	2.1423	1297
11	918 Mountain Meadows Circle	2	2.1423	1300
12	917 Mountain Meadows Circle	2	2.1423	1278

Unit	Stage Two Building Address	# of Bedrooms	Percent of Common Elements	Interior Square Footage
1	935 Mountain Meadows Circle	3	2.2407	1656
2	934 Mountain Meadows Circle	2	2.1423	1219
3	933 Mountain Meadows Circle	2	2.1423	1219
4	932 Mountain Meadows Circle	1	2.0439	909
5	931 Mountain Meadows Circle	1	2.0439	688
6	930 Mountain Meadows Circle	1	2.0439	829
7	929 Mountain Meadows Circle	1	2.0439	788
8	928 Mountain Meadows Circle	1	2.0439	938
9	927 Mountain Meadows Circle	1	2.0439	789
10	925 Mountain Meadows Circle	1	2.0439	692
11	926 Mountain Meadows Circle	1	2.0439	820
12	923 Mountain Meadows Circle	1	2.0439	691
13	924 Mountain Meadows Circle	2	2.1423	1314
14	922 Mountain Meadows Circle	1	2.0439	1002
15	947 Mountain Meadows Circle	3	2.2407	1656
16	946 Mountain Meadows Circle	2	2.1423	1219
17	945 Mountain Meadows Circle	2	2.1423	1219
18	943 Mountain Meadows Circle	1	2.0439	688
19	944 Mountain Meadows Circle	1	2.0439	909
20	941 Mountain Meadows Circle	1	2.0439	689
21	942 Mountain Meadows Circle	1	2.0439	829
22	939 Mountain Meadows Circle	1	2.0439	689
23	940 Mountain Meadows Circle	1	2.0439	938
24	937 Mountain Meadows Circle	1	2.0439	692
25	938 Mountain Meadows Circle	1	2.0439	869
26	936 Mountain Meadows Circle	3	2.2407	1490

00 17711

Exhibit "B"
Schedule of Interest in Mountain Meadows
Parkside Condominium Common Elements

Unit	Stage Three Building Address	# of Bedrooms	Percent of Common Elements	Interior Square Footage
1	901 Mountain Meadows Circle	3	2.2407	1612
2*	902 Mountain Meadows Circle	2	2.2414	1225
3	905 Mountain Meadows Circle	1	2.0439	920
4	906 Mountain Meadows Circle	3	2.2407	1571
5	907 Mountain Meadows Circle	3	2.2407	1466
6	908 Mountain Meadows Circle	3	2.2407	1588
7	914 Mountain Meadows Circle	3	2.2407	1579
8	915 Mountain Meadows Circle	3	2.2407	1463
9	916 Mountain Meadows Circle	2	2.1423	1588

Total 47 Units 100.0000

*Calculation Changed to Equal 100%

Jackson County, Oregon
Recorded
OFFICIAL RECORDS

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SUPPLEMENTAL DECLARATION

SUBMITTING STAGE FOUR OF THE

MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM

TO THE OREGON CONDOMINIUM ACT

THIS SUPPLEMENTAL DECLARATION, to be effective upon its recording in Jackson County, Oregon, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 7th day of April, 2001, by Mountain Meadows L.L.C., an Oregon limited liability company (hereinafter "Declarant").

By document dated July 28, 1998, entitled, "Declaration of the Mountain Meadows Parkside Condominium Association", made pursuant to the Oregon Condominium Act and by document dated November 8, 1999 entitled, "Supplemental Declaration, Submitting Stage Two of the Mountain Meadows Parkside Condominium to the Oregon Condominium Act," and by document dated April 24, 2000 entitled, "Supplemental Declaration, Submitting Stage Three of the Mountain Meadows Parkside Condominium to the Oregon Condominium Act," Declarant created a condominium known as Mountain Meadows Parkside Condominium, which is located in the City of Ashland, Jackson County, State of Oregon. The purpose of this Supplemental Declaration is to submit Stage Four of Mountain Meadows Parkside Condominium to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

SECTION 1. DEFINITIONS AND INTERPRETATION

Definitions. As used in this Supplemental Declaration, unless the context otherwise requires, the following definitions shall prevail:

1.1 "Plat" means the Plat for Stage Four of the Condominium which is being recorded in the records of Jackson County, Oregon concurrently with this Supplemental Declaration and any revisions of such Plat subsequently recorded.

1.2. "Stage One Declaration" means that instrument dated July 28, 1998, and recorded July 30, 1998, at Recording No. 98-35222, Volume 24 of Plats on page 30 of the records of Jackson County, Oregon.

1.3. "Stage Two Declaration" means that instrument dated November 8, 1999 and recorded November 10, 1999 at Recording No. 99-56600, Volume 25 of Plats on page 36 of the records of Jackson County, Oregon.

1.4. "Stage Three Declaration" means that instrument dated April 24, 2000 and recorded April 27, 2000 at Recording No. 00-17711, Volume 26 of Plats on page 15 of the records of Jackson County, Oregon.

1.5 "Incorporation by Reference" Except as otherwise provided in this Supplemental Declaration, each of the terms defined in the Stage One Declaration shall have the same meaning as in the Stage Two, Stage Three, and Stage Four Supplemental Declarations.

SECTION 2. PROPERTY SUBMITTED

The property hereby submitted to the Act as the fourth stage of the Condominium is Declarant's fee simple interest in the real property and improvements located in the City of Ashland, Jackson County, Oregon, and more particularly described in Exhibit A.

SECTION 3. ADOPTION BY REFERENCE

Except as otherwise expressly provided in this document, each of the provisions of Stage One, Stage Two, and Stage Three Declarations and the Bylaws of Mountain Meadows Parkside Condominium Association shall be applicable to Stage Four of the Mountain Meadows Parkside Condominium.

SECTION 4. UNITS

4.1 Generally. Stage Four of the Condominium will consist of one building containing forty-eight (48) units. Forty-one (41) of these units will be residential condominiums ranging in size from 899 to 1758 square feet. The residential units will each contain a kitchen, bathroom, bedroom and living area. Some units will also contain a den, a bonus room, a second bedroom, a third bedroom, or a second bath or half bath. The other seven (7)

units will be commercial condominiums, ranging in size from 495 to 5011 square feet. The building structure will be frame construction. Part of the structure will contain three stories and part will contain four stories.

4.2 Boundaries of Units. Each Unit shall be bounded by the interior surfaces of its perimeter and load bearing walls, floors, ceilings, skylights, windows and window frames, doors and door frames, and trim as shown on the plat. Each Unit shall include both the horizontal and vertical interior surfaces so described (including the face of the studwalls, top of floor joists and bottom of ceiling joists) and the air space so encompassed. In addition, each Unit shall include the outlet of any utility service lines, including but not limited to water, sewer, gas, electricity, telephone, fiber optic, and cable television, but shall not include any part of such lines or ducts themselves. In the event of any conflict between the Plat and this Supplemental Declaration, the latter shall be controlling.

4.3 Plat. The area, dimensions, designation (Unit number) and location of each Unit, and the Common and Limited Common Elements are shown on the Plat.

4.4 Description of Units. The designation (Unit Number) location and area in square feet of each Unit are shown in Exhibit B and on the plat.

SECTION 5. GENERAL COMMON ELEMENTS

The General Common Elements (hereinafter referred to as Common Elements) consist of all improvements and land other than the Units and Limited Common Elements of the Condominium and include, but are not limited to (a) structural elements, (b) exterior common garden areas and walkways, (c) any shared utility systems, (d) parking areas, (e) elevators, (f) fire sprinkler systems, and (g) private streets. Each Unit owner shall be entitled to an interest in the Common Elements as shown on the schedule attached as Exhibit B and incorporated in this Declaration by this reference.

SECTION 6. LIMITED COMMON ELEMENTS

Limited Common Elements are those Common Elements designated as reserved for the use of a certain Unit to the exclusion of other Units. Balconies, patios, porches and the air space containing each constitute

Limited Common Elements, the use of which shall be restricted to the Unit to which each such Limited Common Element adjoins and pertains, as shown on the Plat.

7. PROJECTED CONDOMINIUM RESERVE ACCOUNT

7.1 Projected Monthly Reserve Account Assessment

In addition to the working capital account to handle ongoing monthly expense items, a Reserve Account will be established in the name of the Association of Unit Owners for replacement of Common Elements which normally require replacement in more than three and less than 30 years and for exterior painting. Each Unit Owner will be assessed a monthly pro-rata share for contribution to the Reserve account.

7.2 Annual Reserve Study. The Association shall administer the Reserve Fund and the amount of the payments in the Reserve Fund must be adjusted at least annually to recognize changes in current replacement costs over time. The Board of Directors of the Association annually must conduct a reserve study, or review and update an existing study, of the Common Elements to determine the Reserve Fund requirements. The reserve study must include: (a) Identification of all items for which reserves are to be established; (b) The estimated remaining useful life of each item as of the date of the reserve study; (c) An estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and (d) A 30-year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.

7.3 Use of Reserves. Assessments paid into the Reserve Fund are the property of the Association and are not refundable to sellers of Units. Following the Turnover Meeting, the Association may, on an annual basis, elect not to fund the Reserve Fund by unanimous vote of the Owners. The amount of the Reserve Fund shall be distributed to the Owners on termination of the Condominium and the Association. The Reserve Fund is to be used only for maintenance, repair and replacement of Common Elements for which reserves have been established and is to be kept separate from other funds. However, after the Turnover Meeting, the Board of Directors may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from special assessments or maintenance fees

SECTION 8. PROJECTED TOTAL MONTHLY CONDOMINIUM FEE

Each Unit will have an appropriate monthly fee assessed as follows:

Unit	Address	Monthly Reserve Fund	Monthly Expense	Monthly Total
1	859 - C Mountain Meadows Dr	$ 90.96	$ 304.53	$ 395.49
2	859 - B Mountain Meadows Dr	13.83	46.30	60.13
3	859 - A Mountain Meadows Dr	13.83	46.30	60.13
4	859 - E Mountain Meadows Dr	13.83	46.30	60.13
5	859 - D Mountain Meadows Dr	13.83	46.30	60.13
6	949 Golden Aspen Place	29.35	96.69	126.04
7	950 Golden Aspen Place	13.83	46.30	60.13
8	951 Golden Aspen Place	30.70	101.13	131.83
9	952 Golden Aspen Place	29.35	96.69	126.04
10	953 Golden Aspen Place	30.70	101.13	131.83
11	954 Golden Aspen Place	29.35	96.69	126.04
12	955 Golden Aspen Place	29.35	96.69	126.04
13	956 Golden Aspen Place	28.00	92.25	120.25
14	957 Golden Aspen Place	30.70	101.13	131.83
15	958 Golden Aspen Place	29.35	96.69	126.04
16	959 Golden Aspen Place	30.70	101.13	131.83
17	960 Golden Aspen Place	29.35	96.69	126.04
18	961 Golden Aspen Place	30.70	101.13	131.83
19	962 Golden Aspen Place	30.70	101.13	131.83
20	963 Golden Aspen Place	29.35	96.69	126.04
21	964 Golden Aspen Place	30.70	101.13	131.83
22	965 Golden Aspen Place	29.35	96.69	126.04
23	966 Golden Aspen Place	29.35	96.69	126.04
24	967 Golden Aspen Place	29.35	96.69	126.04
25	969 Golden Aspen Place	29.35	96.69	126.04
26	970 Golden Aspen Place	13.83	46.30	60.13
27	971 Golden Aspen Place	30.70	101.13	131.83
28	972 Golden Aspen Place	29.35	96.69	126.04
29	973 Golden Aspen Place	30.70	101.13	131.83
30	974 Golden Aspen Place	29.35	96.69	126.04
31	975 Golden Aspen Place	29.35	96.69	126.04
32	976 Golden Aspen Place	28.00	92.25	120.25
33	977 Golden Aspen Place	30.70	101.13	131.83
34	978 Golden Aspen Place	29.35	96.69	126.04

SECTION 8. PROJECTED TOTAL MONTHLY CONDOMINIUM FEE (cont.)

Unit	Address	Monthly Reserve Fund	Monthly Expense	Monthly Total
35	979 Golden Aspen Place	30.70	101.13	131.83
36	980 Golden Aspen Place	29.35	96.69	126.04
37	981 Golden Aspen Place	30.70	101.13	131.83
38	982 Golden Aspen Place	30.70	101.13	131.83
39	983 Golden Aspen Place	29.35	96.69	126.04
40	984 Golden Aspen Place	30.70	101.13	131.83
41	985 Golden Aspen Place	29.35	96.69	126.04
42	986 Golden Aspen Place	29.35	96.69	126.04
43	987 Golden Aspen Place	29.35	96.69	126.04
44	988 Golden Aspen Place	30.70	101.13	131.83
45	989 Golden Aspen Place	30.70	101.13	131.83
46	990 Golden Aspen Place	30.70	101.13	131.83
47	991 Golden Aspen Place	30.70	101.13	131.83
48	992 Golden Aspen Place	29.35	96.69	126.04
TOTAL MONTHLY FEES		$ 1398.89	$ 4617.66	$ 6016.55

In addition, each residential Unit will be assessed the applicable monthly fee from the Mountain Meadows Owners' Association.

SECTION 9. MAINTENANCE

The necessary work to maintain, repair or replace the Common Elements shall be carried out as provided in the Bylaws.

The Association shall be responsible for arranging for the maintenance, repair and replacement of water heaters, heating furnaces, fireplaces, skylights, solatubes, air conditioning equipment, windows and exterior doors serving a Unit, whether or not such equipment is located inside the Unit served, even if physically located on or in the Common Elements, but the cost of such maintenance/repair/replacement shall be specifically assessed to the Unit served by the equipment.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed this 4th day of April, 2001.

MOUNTAIN MEADOWS, L.L.C.,
an Oregon limited liability company,
by its manager, Hill Associates, Inc.

By: Madeline Hill, President
Madeline Hill, its President

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 4th day of April, 2001, by Madeline Hill, the President of Hill Associates, Inc., an Oregon corporation and the manager of Mountain Meadows, L.L.C., an Oregon limited liability company on behalf of the limited liability company.

OFFICIAL SEAL
NED M SMITH
NOTARY PUBLIC - OREGON
COMMISSION NO. 343655
MY COMMISSION EXPIRES MARCH 2, 2005

Ned M Smith
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3-7-05

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 and ORS 100.120, this 12th day of April, 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

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 and ORS 100.120 this 13 day of April, 2001.

ASSESSOR FOR JACKSON COUNTY

By: _____
Assessor

TAX COLLECTOR FOR JACKSON COUNTY

By: _____ Deputy
Tax Collector

EXHIBIT "A"
Supplemental Declaration, Stage Four
Mountain Meadows Parkside Condominium

Legal Description

PARCEL No. Two (2) of Partition Plat recorded March 15, 2001, as Partition Plat No. P-14-2001 of "Record of Partition Plats" in Jackson County, Oregon, and filed as Survey No. 16831 in the Office of the County Surveyor.

Exhibit "B"
Schedule of Interest in Mountain Meadows
Parkside Condominium Common Elements

Unit	Stage One Building Address	# of Bedrooms	Percent of Common Elements	Interior Square Footage
1	904 Mountain Meadows Circle	2	1.0597	1357
2	903 Mountain Meadows Circle	2	1.0597	1316
3	913 Mountain Meadows Circle	3	1.1084	1577
4	912 Mountain Meadows Circle	2	1.0597	1296
5	911 Mountain Meadows Circle	2	1.0597	1297
6	910 Mountain Meadows Circle	2	1.0597	1300
7	909 Mountain Meadows Circle	2	1.0597	1278
8	921 Mountain Meadows Circle	3	1.1084	1577
9	920 Mountain Meadows Circle	2	1.0597	1296
10	919 Mountain Meadows Circle	2	1.0597	1297
11	918 Mountain Meadows Circle	2	1.0597	1300
12	917 Mountain Meadows Circle	2	1.0597	1278

Unit	Stage Two Building Address	# of Bedrooms	Percent of Common Elements	Interior Square Footage
1	935 Mountain Meadows Circle	3	1.1084	1656
2	934 Mountain Meadows Circle	2	1.0597	1219
3	933 Mountain Meadows Circle	2	1.0597	1219
4	932 Mountain Meadows Circle	1	1.0110	909
5	931 Mountain Meadows Circle	1	1.0110	688
6	930 Mountain Meadows Circle	1	1.0110	829
7	929 Mountain Meadows Circle	1	1.0110	788
8	928 Mountain Meadows Circle	1	1.0110	938
9	927 Mountain Meadows Circle	1	1.0110	789
10	925 Mountain Meadows Circle	1	1.0110	692
11	926 Mountain Meadows Circle	1	1.0110	820
12	923 Mountain Meadows Circle	1	1.0110	691
13	924 Mountain Meadows Circle	2	1.0597	1314
14	922 Mountain Meadows Circle	1	1.0110	1002
15	947 Mountain Meadows Circle	3	1.1084	1656
16	946 Mountain Meadows Circle	2	1.0597	1219
17	945 Mountain Meadows Circle	2	1.0597	1219
18	943 Mountain Meadows Circle	1	1.0110	688
19	944 Mountain Meadows Circle	1	1.0110	909
20	941 Mountain Meadows Circle	1	1.0110	689
21	942 Mountain Meadows Circle	1	1.0110	829
22	939 Mountain Meadows Circle	1	1.0110	689
23	940 Mountain Meadows Circle	1	1.0110	938
24	937 Mountain Meadows Circle	1	1.0110	692
25	938 Mountain Meadows Circle	1	1.0110	869
26	936 Mountain Meadows Circle	3	1.1084	1490

Exhibit "B"
Schedule of Interest in Mountain Meadows
Parkside Condominium Common Elements

Unit	Stage Three Building Address	# of Bedrooms	Percent of Common Elements	Interior Square Footage
1	901 Mountain Meadows Circle	3	1.1084	1612
2	902 Mountain Meadows Circle	2	1.0597	1225
3	905 Mountain Meadows Circle	1	1.0110	920
4	906 Mountain Meadows Circle	3	1.1084	1571
5	907 Mountain Meadows Circle	3	1.1084	1466
6	908 Mountain Meadows Circle	3	1.1084	1588
7	914 Mountain Meadows Circle	3	1.1084	1579
8	915 Mountain Meadows Circle	3	1.1084	1463
9	916 Mountain Meadows Circle	2	1.0597	1588

Unit #	Stage Four Building Ground Floor Address	# of Bedrooms	Percent of Common Elements	Interior Square Footage
1	859 C Mountain Meadows Dr	Commercial	3.3232	5011
2	859 B Mountain Meadows Dr	Commercial	0.5056	753
3	859 A Mountain Meadows Dr	Commercial	0.5056	595
4	859 E Mountain Meadows Dr	Commercial	0.5056	739
5	859 D Mountain Meadows Dr	Commercial	0.5056	495
6	949 Golden Aspen	2	1.0597	1155
7	950 Golden Aspen	Commercial	0.5056	518
8	951 Golden Aspen	3	1.1084	1670
9	952 Golden Aspen	2	1.0597	1014
10	953 Golden Aspen	3	1.1084	1520
11	954 Golden Aspen	2	1.0597	1014
12	955 Golden Aspen	2	1.0597	1129
13	956 Golden Aspen	1	1.0110	899
14	957 Golden Aspen	3	1.1084	1670
15	958 Golden Aspen	2	1.0597	1009
16	959 Golden Aspen	3	1.1084	1659
17	960 Golden Aspen	2	1.0597	1007
18	961 Golden Aspen	3	1.1084	1758
19	962 Golden Aspen	3	1.1084	1589
20	963 Golden Aspen	2	1.0597	1014
21	964 Golden Aspen	3	1.1084	1589
22	965 Golden Aspen	2	1.0597	1014
23	966 Golden Aspen	2	1.0597	1311
24	967 Golden Aspen	2	1.0597	1097

Exhibit "B"
Schedule of Interest in Mountain Meadows
Parkside Condominium Common Elements

Unit #	Stage Four Building Second Floor Address	# of Bedrooms	Percent of Common Elements	Interior Square Footage
25	969 Golden Aspen	2	1.0597	1155
26	970 Golden Aspen	Commercial	0.5056	518
27	971 Golden Aspen	3	1.1084	1670
28	972 Golden Aspen	2	1.0597	1014
29	973 Golden Aspen	3	1.1084	1520
30	974 Golden Aspen	2	1.0597	1162
31	975 Golden Aspen	2	1.0597	1129
32	976 Golden Aspen	1	1.0110	899
33	977 Golden Aspen	3	1.1084	1670
34	978 Golden Aspen	2	1.0597	1009
35	979 Golden Aspen	3	1.1084	1669
36	980 Golden Aspen	2	1.0597	1007
37	981 Golden Aspen	3	1.1084	1758
38	982 Golden Aspen	3	1.1084	1589
39	983 Golden Aspen	2	1.0597	1014
40	984 Golden Aspen	3	1.1084	1589
41	985 Golden Aspen	2	1.0597	1014
42	986 Golden Aspen	2	1.0597	1311
43	987 Golden Aspen	2	1.0597	1097

Unit #	Stage Four Building Third Floor Address	# of Bedrooms	Percent of Common Elements	Interior Square Footage
44	988 Golden Aspen	3	1.1084	1596
45	989 Golden Aspen	3	1.1084	1742
46	990 Golden Aspen	3	1.1084	1589
47	991 Golden Aspen	3	1.1084	1408
48	992 Golden Aspen	2	1.0597	1308

Total 95 Units 100.00

Jackson County, Oregon
Recorded
OFFICIAL RECORDS

APR 16 2001
8:21 AM
COUNTY CLERK

(11)

Jackson County Official Records 2010-028445
R-DEC
Cnt=1 MORGANSS 08/26/2010 10:02:00 AM
$15.00 $10.00 $5.00 $11.00 $15.00 Total:$56.00

01441688201000284450030031
I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Christine Walker - County Clerk

After Recording Return to:
Mountain Meadows
Parkside Condominium Association
855 Mountain Meadows Drive
Ashland, Or. 97520
United States of America

TICOR TITLE has recorded this instrument by request as an accomodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

FIRST AMENDMENT TO THE DECLARATION FOR THE MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM ASSOCIATION

An Oregon Nonprofit Mutual Benefit Corporation

RECITALS:

The Declaration of the Mountain Meadows Parkside Condominium Association, was recorded on July 30, 1998 as Document Number 98-35222, in the Official Records of Jackson County, Oregon and a Supplemental Declaration submitting Stage 2 was recorded on November 10, 1999 as Document Number 99-56600, in the Official Records of Jackson County and a Supplemental Declaration submitting Stage 3 was recorded on April 27, 2000 as Document Number 00-17711, in the Official Records of Jackson County and a Supplemental Declaration submitting Stage 4 was recorded on April 16, 2001 as Document Number 01-16298, in the Official Records of Jackson, County Oregon.

AMENDMENT

The Declaration is amended as follows:

Section 7.1 is hereby deleted in its entirety and replaced with the following language: Each Unit is intended for residential use by senior citizens, as more particularly described in Section 5 of the MMOA Declaration. Declarant reserves the right, however, to designate up to five (5) ground level Units in future stages of the Condominium for commercial uses, consisting of the retail sale of goods and services. Noxious activities, including, but not limited to smoking, are prohibited inside units and all common and limited common elements. The residential use restrictions in the Bylaws are not applicable to the commercial Units. In the event of a conflict between this Section 7 and other sections of this Declaration or the Bylaws, the provisions of this Section 7 shall control.

Section 7.2 is hereby deleted in its entirety and replaced with the following language: Commercial units shall be used in a manner which will minimize, to the extent reasonably possible, any disturbance of the quiet enjoyment of the nearby residential Units, such as by excessive noise, fumes, odors, radiation, traffic and the like. Noxious activities, including, but not limited to smoking, are prohibited inside units and all common and limited common elements. No commercial use shall operation after 9:00 p.m. or before 8:00 a.m. without the prior consent of the Association. Owners of

commercial Units may install signs on the Common Elements constituting the exterior of the walls and windows surrounding such Units for the purpose of advertising the business operation in the Units. Such signs must comply with the City of Ashland Sign Code. The Owners of commercial Units shall be allowed to use rooftop and other portions of the Common Elements as needed for telecommunications equipment, mechanical units and the like as necessary or desirable for the operation of the commercial use, subject only to reasonable conditions necessary to protect the integrity of the Common Elements and to buffer any such equipment so as to avoid unsightly conditions.

IN WITNESS WHEREOF, The Mountain Meadows Parkside Condominium Association, Inc., by and through its President and Secretary, hereby certifies that proper notice was given and a vote by mail was taken by the Mountain Meadows Parkside Condominium Association on March 1, 2010 and that this Amendment of the Declaration has been approved by at least 75% of the votes of the Association, in accordance with the Declaration.

MOUNTAIN MEADOWS PARKSIDE CONDOMINIUM ASSOCIATION, INC.
An Oregon Nonprofit Mutual Benefit Corporation

By: Jill Mackie, President
Jill Mackie, President

By: Madeline Hill, Secretary
Madeline Hill, Secretary

STATE OF OREGON)
)
County of Jackson)

The foregoing instrument was acknowledged before me this 9 day of AUGUST, 2010 by Jill Mackie, President of Mountain Meadows Parkside Condominium Association, Inc., an Oregon Nonprofit Mutual Benefit Corporation on behalf of the Corporation.

Dated this 9 day of AUGUST, 2010

J. Sharon Slack
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-1-2012

OFFICIAL SEAL
J. SHARON SLACK
NOTARY PUBLIC-OREGON
COMMISSION NO. 432475
MY COMMISSION EXPIRES NOV. 1, 2012

STATE OF OREGON)
)
County of Jackson)

The foregoing instrument was acknowledged before me this 11 day of August, 2010 by Madeline Hill, Secretary of Mountain Meadows Parkside Condominium Association, Inc., an Oregon Nonprofit Mutual Benefit Corporation on behalf of the Corporation.

OFFICIAL SEAL
J. SHARON SLACK
NOTARY PUBLIC-OREGON
COMMISSION NO. 432475
MY COMMISSION EXPIRES NOV. 1, 2012

Dated this 11 day of August, 2010

J Sharon Slack
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-1-2012

This First Amendment to the Declaration of the Mountain Meadows Parkside Condominium Association, is approved this 17th day of August, 2010.

This approval shall expire one year from this date if the document is not recorded under ORS 100.110 (8).

by Laurel Slack
Oregon Real Estate Commissioner

Ann E. Cacka, Deputy
Jackson County Tax Assessor

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