

## DECLARATION OF UNIT OWNERSHIP

for

BEND RIVERSIDE MOTEL CONDOMINIUM II

an Oregon condominium

This Declaration submits to the provisions, restrictions and limitations of the Oregon Unit Ownership Law the land and all improvements hereinafter described and all other improvements now existing or to be constructed on the property, known as BEND RIVERSIDE MOTEL CONDOMINIUM II, a condominium, lying and being in the County of Deschutes, and the State of Oregon, and described on Exhibit "1," attached hereto and incorporated herein.

Recitals, Intent and Purpose

WHEREAS, Cason-West Construction Company, an Oregon partnership, hereinafter referred to as the Developer, and owner in fee simple of the above-described property, has plans to convert the property into 94 (46 consolidated and 2 separate) living units in the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law;

NOW, THEREFORE,

Declaration

Developer hereby declares on behalf of itself, its successors, grantees and assigns, to its grantees and their respective heirs, successors and assigns, as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the property, as follows:

(1) Definitions.

Each of the terms herein shall have the meaning set forth in the Oregon Unit Ownership Law, ORS 91.505, and said statute and definitions are incorporated herein.

(2) Land Description.

The land submitted to the Oregon Unit Ownership Law hereunder is owned and submitted by the Developer in

fee simple interest. The land being submitted is located in the County of Deschutes, State of Oregon, and is more particularly described in full on Exhibit "1" to this Declaration.

(3) Name and Unit Description.

3.1. Name.

The name by which the property submitted hereunder shall be known is BEND RIVERSIDE MOTEL CONDOMINIUM II.

3.2. Unit Description.

Other than in common, the owners of the respective units shall not be deemed to own the undecorated and/or unfurnished surfaces of the perimeter walls, floors, and ceilings surrounding their respective units, nor shall said owners be deemed to own pipes, wires, conduits or other public utility lines running through said respective units which are utilized for, or serve more than one unit, except as tenants in common with other unit owners. Said owners, however, shall be deemed to own the interior walls and partitions which are contained within said owner's respective unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including paint, wallpaper, and/or other type decorations.

The units will be of two styles, (1) "Studio Units" consisting of sleeping, bath and kitchen facilities, and (2) "Sleeping Units" consisting of sleeping and bath facilities. Forty-six of the 48 studio units are connected by an interior door to one of the 46 sleeping units to create 46 consolidated units. The studio and sleeping portions of the consolidated units have separate outside doors and are separate legal properties with a percentage interest in the common elements appertaining separately to each portion. The consolidation is made merely for convenience of use and organization only and in no way prohibits or restricts the owner of a consolidated unit from dealing with the studio and sleeping portions thereof in different manners.

The units are located in two separate buildings, denominated on Exhibit "2" hereto as Building No. 1 and Building No. 2 and are numbered thereon as Unit No. 100 through Unit No. 193. The typical floor plan of the studio and sleeping unit are shown on Exhibit "2" as a consolidated unit. The two separate studio units have identical floor plans to the studio portion of a consolidated unit excepting for the adjoining sleeping unit and connecting doorway therewith.

Exhibit "2" also contains a drawing of each floor of both buildings. The smaller rooms are the sleeping units and the larger rooms are the studio units.

Buildings 1 and 2 will be of wood construction with concrete foundation and Class B fire retardant roofs.

The units are more particularly described on Exhibit "2" to this Declaration. In interpreting deeds, mortgages, deeds of trust and other instruments, for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries as shown on the plat and those of the actual building or buildings.

(4) General and Common Elements.

The general common elements consist of the land, pathways, sidewalks, driveways, parking areas, carports, fences, front and back steps, hallways and patios or decks of each unit, grounds, landscaping, manager's unit and office, easement rights, now or hereafter created, to adjacent property including the parking areas, Jacuzzi bath, swimming pool and related appurtenances and basically all portions of said condominium that are not included in the living units. The Board of Directors shall promulgate rules with respect to the use and assignment of the parking areas among the owners and tenants of the units.

Each studio and sleeping unit will be entitled to a 1.3076% and .8094% ownership interest in the general common elements, respectively, and will be liable for the general common expenses in the same proportion. The percentage ownership in the common elements and liability for the common expenses attributable to the consolidated units is merely the sum of the percentages attributable to the studio and sleeping units contained therein.

The common elements shall be used in accordance with and subject to the following provisions:

4.1. Rules and Regulations Promulgated by the Association.

No person shall use the common elements or any part thereof in any manner contrary or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation,

to promulgate rules and regulations limiting the use of the common elements to the members of the Association and their respective families, guests, invitees and servants. Such use may be conditioned upon, among other things, the payment by the unit owner of such assessments, as may be established by the Association for the purpose of the defraying of the cost thereof.

#### 4.2. Maintenance, Repair, Management and Operation.

Maintenance, repair, management and operation of the common elements shall be the responsibility of the Association. Nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association. Common expenses on aforesaid maintenance, repair, management and operation shall be borne on the periodic basis determined by the Association in the same percentage as above set out for each unit, and this shall include the common expense incurred in the maintenance of the manager's unit.

#### 4.3. Income from Common Elements.

All gross profits from vending machines and other revenue producing common elements shall be divided as herein set out. Gross profit shall be gross revenue, less returns, discounts and any direct out-of-pocket expense necessary to obtain the gross revenue. The agent who shall operate the units as a motel shall also manage and operate these common elements. The Association shall pay forty percent (40%) of gross profit for said service. The remaining sixty percent (60%) of gross profit shall be distributed no less often than annually to all the unit owners in the same percentage as such holds ownership of the common elements.

#### 4.4. Prohibition Regarding Sale and Dispensing of Oil and Gasoline.

No part of the property described in Exhibit "1" hereto which is subject to this Declaration shall be used for the sale or dispensing of oil or gasoline and no dispensing equipment for oil or gasoline shall be installed on said premises.

#### (5) Limited Common Elements.

There will be no limited common elements.

#### (6) Use of Property.

Each unit when not used by the owner may be made available for renting as a motel unit pursuant to the Agent's Agreement

The common elements shall be used for the furnishing of services and facilities intended for the enjoyment of the unit. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governing bodies having jurisdiction thereof, shall be observed.

(7) Right of Entry During Construction.

Developer, its agents and employees shall have the right to enter and store materials on the condominium grounds until the construction of buildings is completed.

(8) Management of Affairs of the Association of Unit Owners.

The affairs of the Association of Unit Owners shall be managed by a Board of Directors and by officers consisting of a Chairman of the Board of Directors, a Secretary and a Treasurer. The Board of Directors shall adopt administrative rules and regulations governing details of the operation, maintenance and use of the property, and to prevent unreasonable interference with the use of the respective units and of the common elements by the several unit owners. The Board of Directors may retain an individual, one of the unit owners, or a firm, to act as manager of the property. Subject to rules set out in the Bylaws, the Board may join with Boards of Directors of other condominiums for joint administration and management of the condominium with others.

(9) Service of Process.

The name of the person to receive service of process in cases provided in Subsection 1 of ORS 91.635, is Walter L. West, and his place of residence is in care of Bend Riverside Motel, 1565 Hill Street, Bend, Oregon.

(10) Adoption of Bylaws.

The undersigned owner of the property, subject to this Declaration, has adopted, pursuant to the Regulations of the Oregon Unit Ownership Law, the Bylaws attached hereto and by this reference made a part hereof, marked Exhibit "3" govern the administration of the property. A copy of the plat is attached hereto as Exhibit "4."

10.1. Amendment.

The Bylaws may be amended from time to time as provided therein. Any amendment thereto shall be recorded in the official records of Deschutes County, Oregon.

10.2. Compliance with Bylaws and Other Restrictions.

Each unit owner shall comply with the Bylaws and with the

administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions in this Declaration or in the deed to his unit. Failure to comply herewith shall be grounds for an action maintainable by the Association of Unit Owners or by an agreed unit owner, in addition to other sanctions which may be provided by the Bylaws or by the administrative rules and regulations.

#### 10.3. Legal Proceedings.

Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover the sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or by the manager of the Association, or if appropriate, by an agreed unit owner.

#### 10.4. Costs and Attorneys' Fees.

In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorneys' fees as may be determined by the Court.

#### 10.5. Waiver of Rights.

The failure of the Association or a unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium document, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

#### (11) Amendments to Declaration.

This Declaration may be amended from time to time by consent or approval of seventy-five percent (75%) or more of the unit owners holding seventy-five percent (75%) of the total percentage interest of the condominium.

#### (12) Subdivision.

No living unit may be subdivided by its owner for the purpose of creating two or more living or sleeping units. The term "subdivision" for this purpose shall mean to permanently and physically wall over an interior door between any room

in a unit or to sell, lease or hypothecate a portion, and not the whole, of said unit except the independent use thereof on a commercial living basis while the unit, in conjunction with other units, is being operated in a "motel type" operation. This provision does not affect the separate legal identify of the studio and sleeping portion of a consolidated unit and does not prohibit separate mortgaging, hypothecating, conveyancing or other separate dealing with the said two portions of a consolidated unit.

IN WITNESS WHEREOF, we, the undersigned fee owner of the subject property have caused this Declaration to be executed this 12 day of Dec, 1975.

CASON-WEST CONSTRUCTION COMPANY

Leonard E. Cason  
LEONARD E. CASON

Walter L. West  
WALTER L. WEST

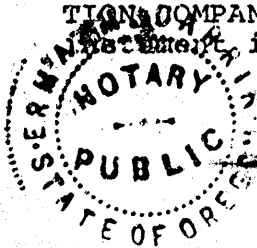
June K. Cason  
JUNE K. CASON

Helen D. West  
HELEN D. WEST

STATE OF OREGON                   )  
  ) ss.  
County of Multnomah        )

Dec 1, 1975.

Personally appeared before me the above-named LEONARD E. CASON, JUNE K. CASON, WALTER L. WEST and HELEN D. WEST and acknowledged that they are all partners in CASON-WEST CONSTRUCTION COMPANY, an Oregon partnership, and that the foregoing instrument is the free and voluntary act of said partnership.



Ernest M. Norman  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 7-30-79

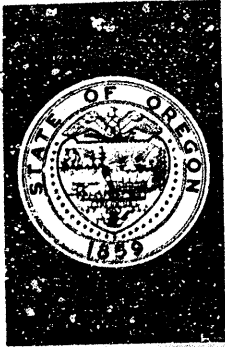
APPROVED:

DESCHUTES COUNTY

DEC. 15, 1975.

T. J. Novak  
ASSESSOR

[Signature]  
TAX COLLECTOR



**DEPARTMENT  
OF COMMERCE**

VOL 226 PAGE 138

**REAL ESTATE DIVISION**

COMMERCE BUILDING • SALEM, OREGON • 97310 • Phone (503) 378-4170

ROBERT W. STRAUB  
GOVERNOR

December 2, 1975

RE: BEND RIVERSIDE MOTEL CONDOMINIUM II

Pursuant to ORS 91.535, subject Declaration of Unit Ownership is hereby approved.

CONDOMINIUM DECLARATION APPROVED  
OREGON REAL ESTATE DIVISION

Doyle A. Smith  
Signature  
DATE: December 2, 1975



Parcel II\* (the land being submitted to the Oregon Unit Ownership Law):

That part of the Southwest Quarter of the Southeast Quarter of Section Twenty-nine (29), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 29, Township 17 South, Range 12, EWM; thence North 0° 13' East for 329.07 feet; thence North 89° 53' 40" West for 305.62 feet; thence South 0° 06' 20" West for 116.00 feet; thence South 89° 53' 40" East for 73.49 feet; thence South 16° 45' 20" East for 102.29 feet; thence South 33° 20' 46" East for 100.00 feet; thence South 41° 14' 13" East for 42.34 feet; thence South 37° 12' 21" East for 132.95 feet; thence North 42° 49' 41" East for 5.60 feet; thence East for 35.00 feet; thence South 0° 14' 22" East for 8.84 feet; thence North 59° 30' East for 216.71 feet; thence North 89° 55' 14" West for 187.20 feet to the point of beginning.

Together with an easement to use all the grounds, swimming and other recreational facilities and roadways, now or hereafter located on Parcel I (hereinafter described).

Subject to an easement in the owners of Parcel I to use all the grounds, recreational facilities, and roadways now or hereinafter located on Parcel II. The owners of Parcel II, their successors and assigns, shall have the right to alter or remove any and all landscaping, recreational facilities and roadways; provided, however, that adequate roadways shall forever be maintained for ingress and egress to the said Parcel I. Provided further, an operationally usable motel office and manager's living area shall always be maintained either in its present or another location on Parcel II. Provided further, so long as a condominium, motel or other unitized residential rental property is located on Parcel II, the owners of such units must employ the same rental agent as do the owners of any such rental property located on Parcel I.

\*Parcel I is the location of Bend Riverside Motel Condominium, which was previously developed and with respect to which there are certain reciprocal easements, hereinafter described.

Parcel I (the land which underlies an existing condominium known as the Bend Riverside Motel Condominium):

That certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, situated in the County of Deschutes, State of Oregon, described as follows, to-wit:

That part of the Southwest Quarter of the Southeast Quarter of Section Twenty-nine (29), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 29, Township 17 South, Range 12, EWM; thence North 89° 55' 14" West for 125.67 feet to the point of beginning; thence  
 South 37° 12' 21" East for 138.12 feet; thence  
 North 42° 49' 41" East for 5.60 feet; thence  
 North 37° 12' 21" West for 132.95 feet; thence  
 North 41° 14' 13" West for 42.34 feet; thence  
 North 33° 20' 46" West for 100.00 feet; thence  
 North 16° 45' 20" West for 102.29 feet; thence  
 North 89° 53' 40" West for 73.49 feet; thence  
 North 0° 06' 20" East for 116.00 feet; thence  
 North 89° 53' 40" West for 9.40 feet; thence  
 North 89° 56' 59" West for 399.82 feet; thence  
 South 89° 56' 08" West for 79.97 feet; thence  
 North 89° 35' 54" West for 100.78 feet; thence  
 North 89° 17' 42" West to the Deschutes River; thence  
 South along said river to the South line of said Section 29; thence North 89° 55' 14" West to the point of beginning EXCEPT that portion dedicated to the public for access road recorded July 20, 1965 in Volume 144 page 400 Deed Records.

ALSO EXCEPT that portion of the following tract which was dedicated to the City of Bend by the Declarant pursuant to a Deed of Dedication recorded May 5, 1972 in the Deed Records of Deschutes County, Oregon, Book 184 page 495. described as follows:

That part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 17 South, Range 12 East of the Willamette Meridian, commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 29; thence North 20 rods; thence West to a point 20 feet East of the Deschutes River to the point of beginning; thence Southerly following the meander line along said Deschutes River to a point 20 feet from the Easterly bank thereof to the South line of said Section 29; thence West to the Deschutes River; thence Northerly along said river to a point 20 feet West of the point of beginning; thence East 20 feet to the point of beginning.

The cost of maintaining the roadways, recreational facilities and motel office (but not the landscaping and grounds), which are the subject of the above reciprocal easements, shall be apportioned as follows: The owners of Parcel I shall pay ninety-two percent (92%) and the owners of Parcel II shall pay eight percent (8%) during the period which expires June 30, 1974. Thereafter, the pro rata cost of such maintenance payable by the owners of the respective parcels shall be based on the total assessed valuation of all the real property on each of said parcels.

In addition to the foregoing easement reserved unto Parcel II, Parcel I is subject to the following:

1. Easement, including the terms and provisions thereof from A. C. Kirtsis to Natural Gas Corporation of Oregon, recorded June 9, 1931 in Volume 50 page 152, Deed Records.
2. Reservation, including the terms and provisions thereof, in Deed Records dated September 25, 1941 in Volume 60 page 428 (that no gasoline or oil shall be dispensed or sold and no dispensing equipment shall be installed on said premises - Parcel No. 3 only).
3. Agreement, including the terms and provisions thereof, between Deschutes Reclamation and Irrigation Company and A. C. Kirtsis, single, recorded March 5, 1952, in Volume 100 page 151, Deed Records.
4. The rights of the public in roads and streets over and across the herein described premises.

ENGINEER'S CERTIFICATE

The undersigned, a licensed registered engineer, hereby certifies that the floor plans and drawings of buildings, consisting of six pages, attached hereto to be denominated pages 1 to 6 of this Exhibit "2", fully and accurately depict the layout of the units and floors of the buildings of the BEND RIVERSIDE MOTEL CONDOMINIUM II as constructed in Bend, Deschutes County, Oregon. Said condominium structures were completed on the 2 day of December, 1975.

David B. Hall

STATE OF OREGON                    )  
County of Deschutes            ) ss.

December 2, 1975.

Personally appeared the within named David B. Hall and acknowledged the foregoing certificate to be his voluntary act and deed.

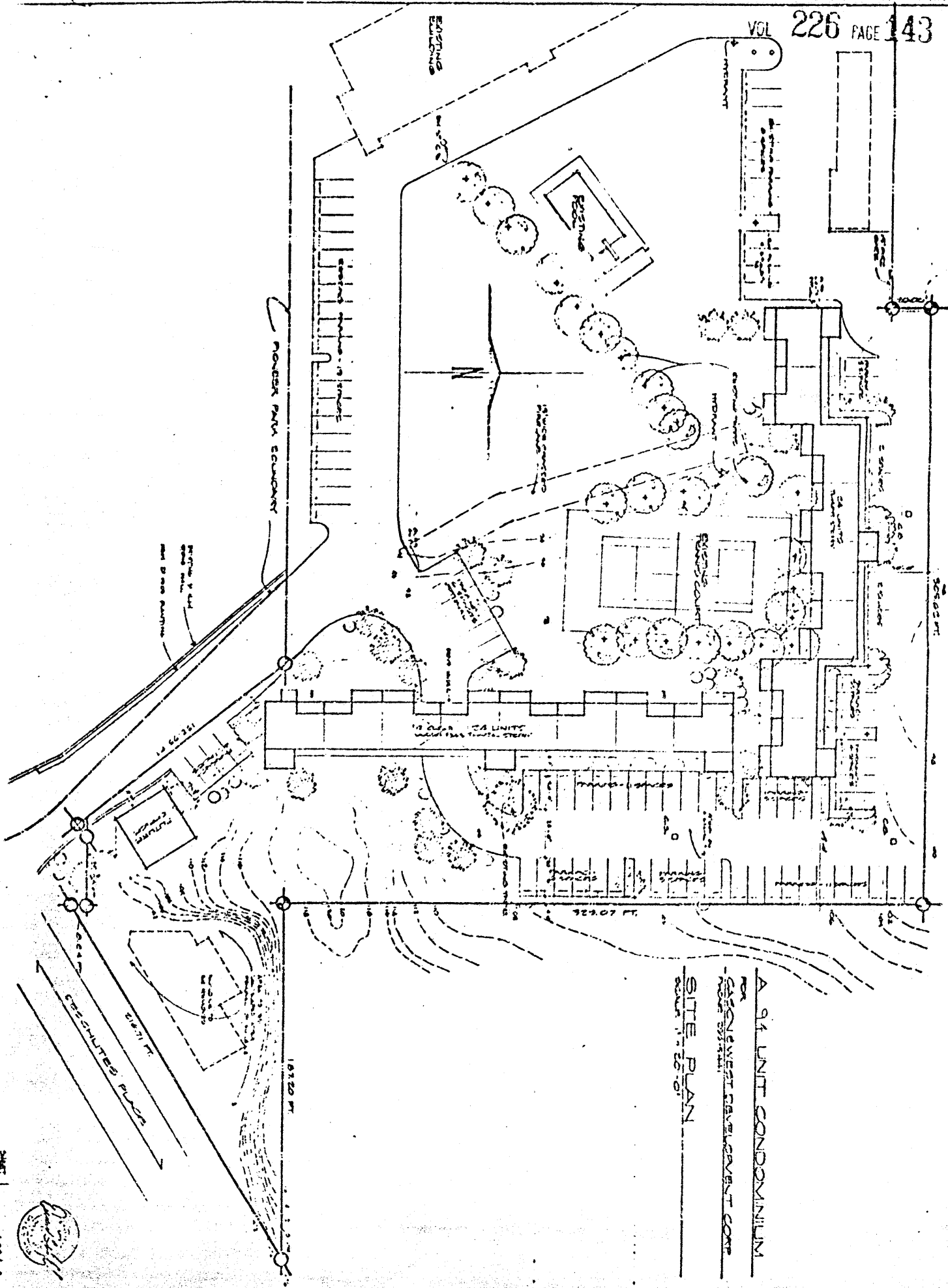


BEFORE ME:

Emma M. Raper  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: July 30, 1979

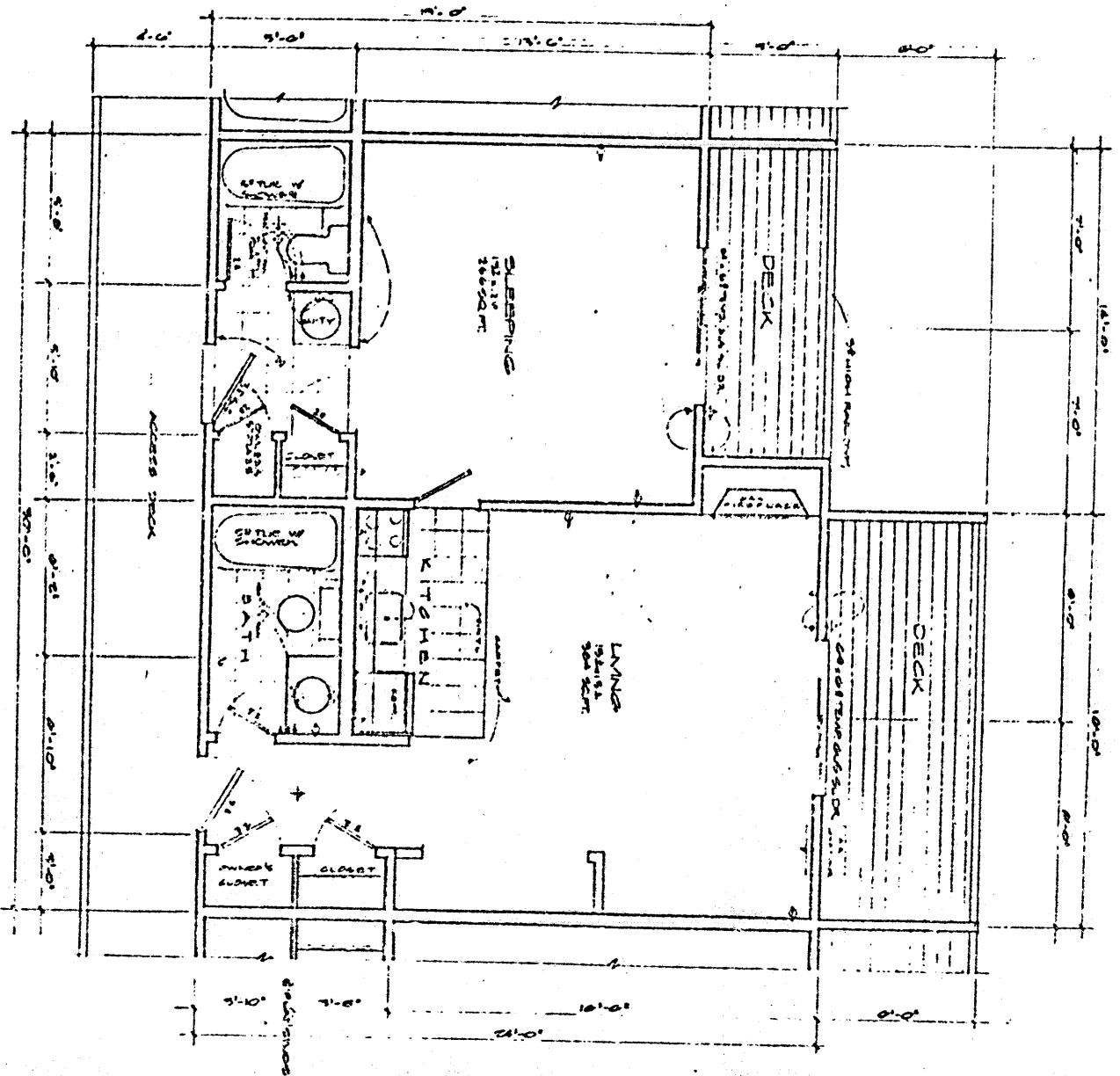
Contents: 1 to 6

ENGINEER'S CERTIFICATE  
EXHIBIT "2"



A 94 UNIT CONDOMINIUM  
 FOR  
 CASHMERE DEVELOPMENT CORP.  
 MOORE SPRING, MD.  
 SITE PLAN  
 AS SHOWN



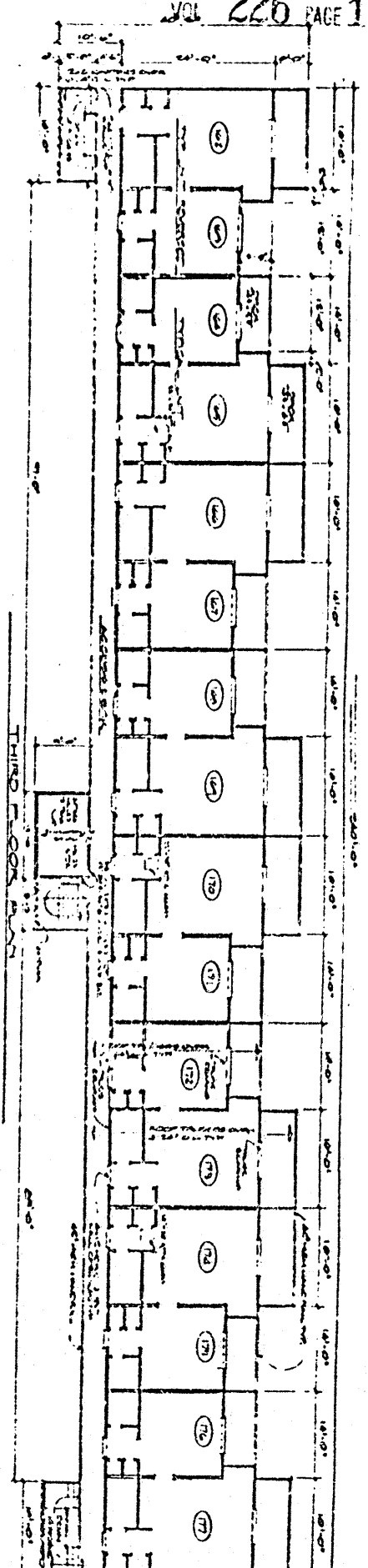
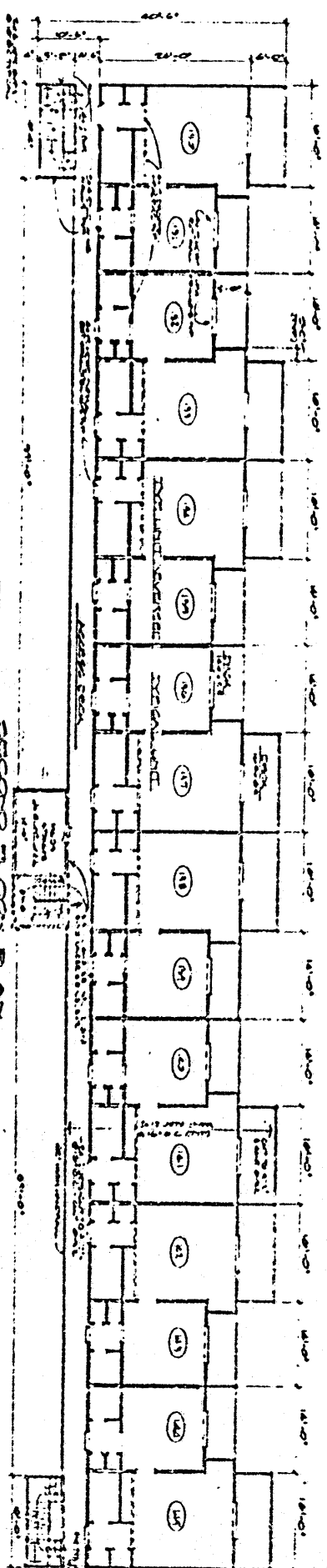
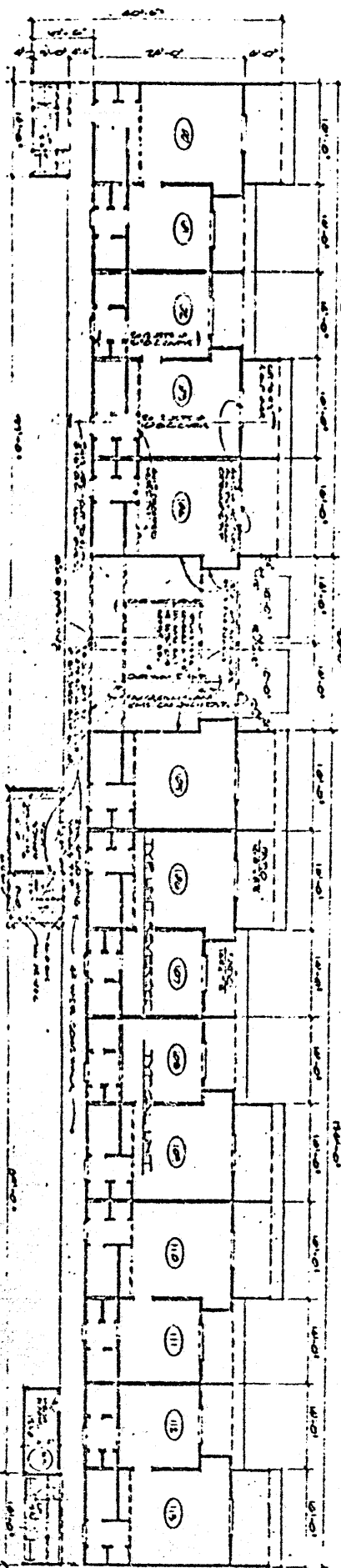


TYPICAL UNIT FLOOR PLAN  
SCALE: 1/8" = 1'-0"  
300 TO 100,000



SHEET 2

1954-5

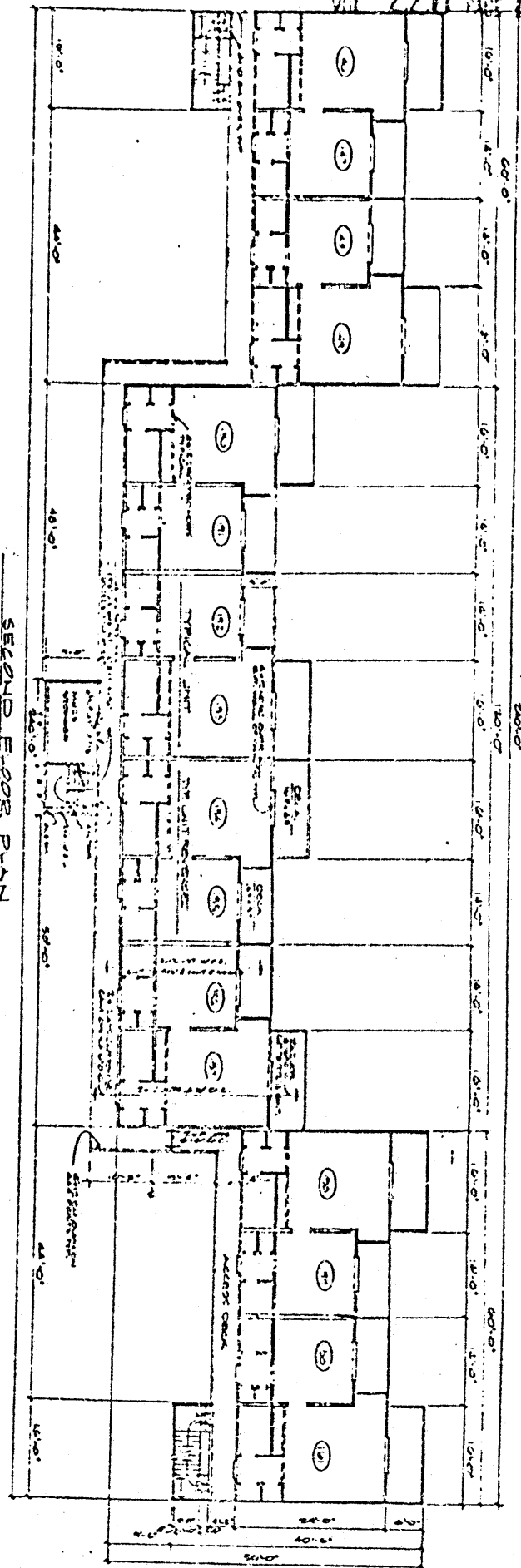


FLOOR PLAN - E-DEPT 1

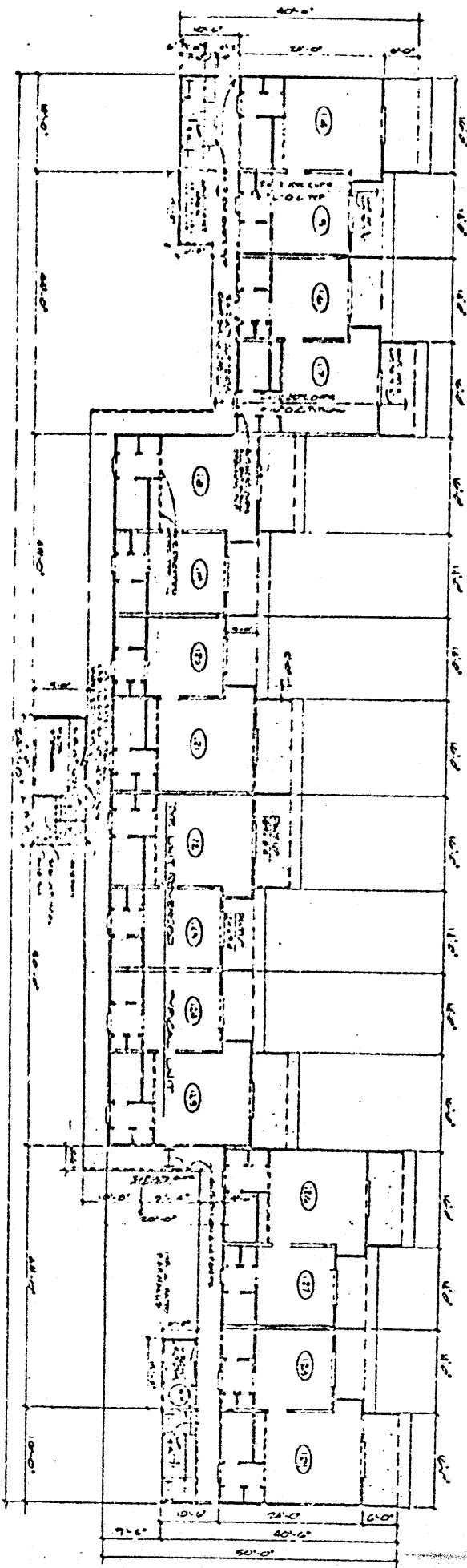
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65505



SECOND FLOOR PLAN

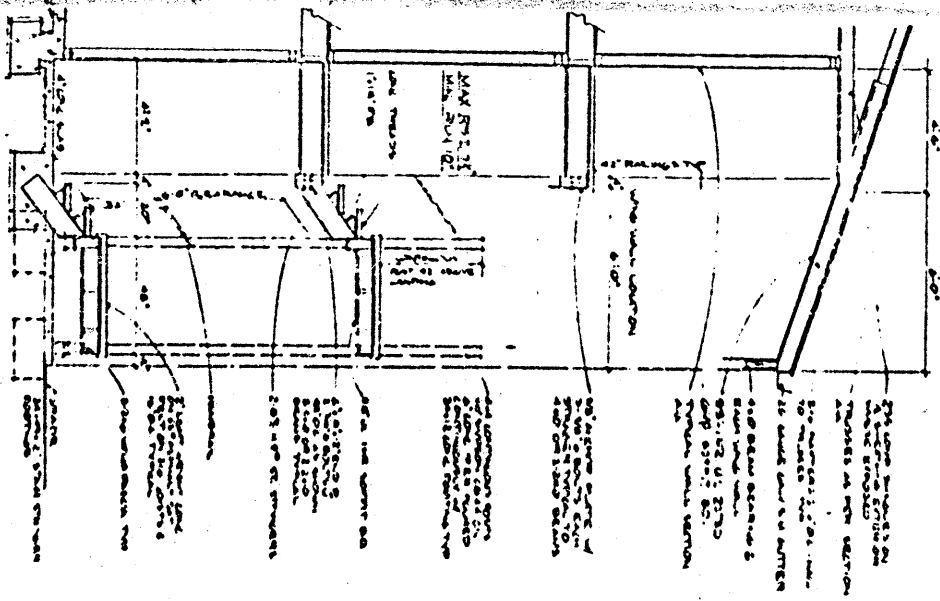


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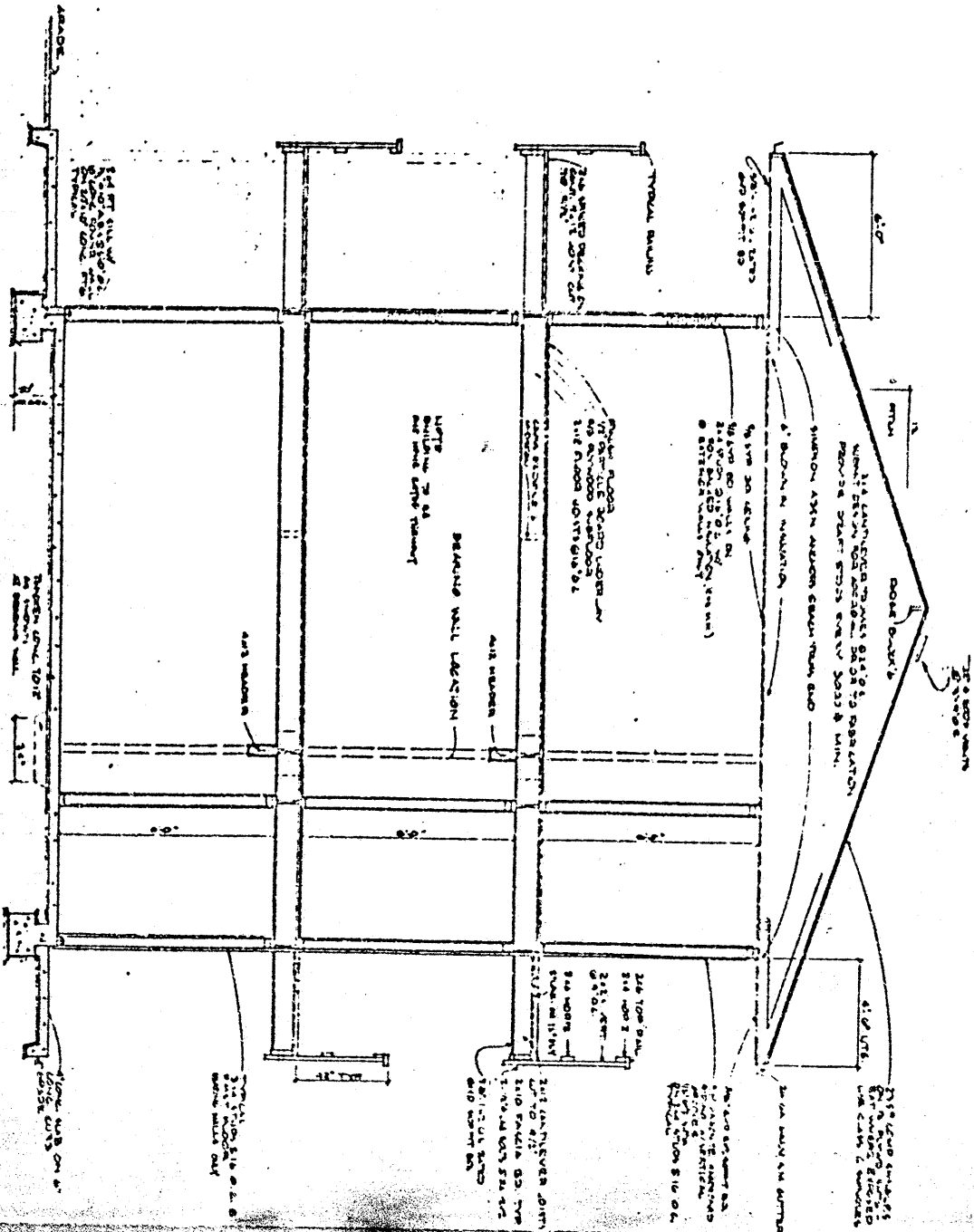


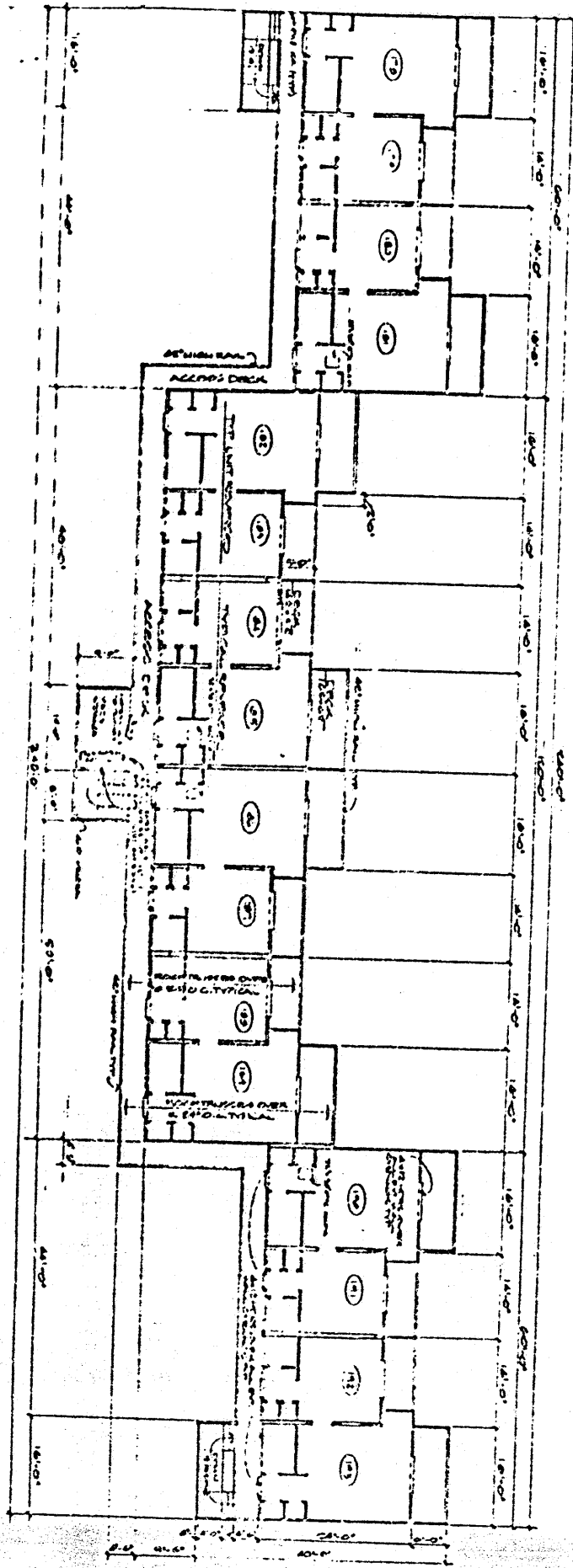


## SECTION D-D: TYPICAL STARS



SECTION A-A TYPICAL UNIT  
SCALE 1"=0'





THIRD FLOOR PLAN

FLOOR PLANS BLDG 22

CHART 5

CS-14-1



# SURVEYORS CERTIFICATE

SITUATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 29 AND IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 32, T 17 S, R 12 E, WM.;

CITY OF BEND  
DESCHUTES COUNTY, OREGON

DEC 14 1973

10-1-30

[illegible][illegible]

## DECLARATION

[illegible]

Howard E. Carson  
James D. Carson

## ACKNOWLEDGMENT

STATE OF OREGON } ss.  
COUNTY OF CLATSOP }

On this 9<sup>th</sup> day of Dec. 1856 personally appeared Nathan L. Ward, John Q. West, Leonard L. Carney and James T. Quinn, partners of Carson & Co. Contractors in the owners of the land as mentioned in the above Declaration who being duly sworn did say that their signatures on the above mentioned instrument were their own free act and deed.

Witness my hand and official seal Lawrence M. Macmanis  
Deputy Police for the State of Oregon  
My commission expires 10/10/19

VOL 226 PAGE 149

EXHIBIT 4

9110

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 15<sup>th</sup> day of Dec. A.D. 1975 at 4:51 o'clock P. M., and recorded in Book 226 on Page 131 Records of Deschutes

ROSEMARY PATTERSON  
County Clerk

By [Signature] Deputy