

97-38770

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Condominium Declaration

**CONDOMINIUM DECLARATION
FOR
BRIDGEFORD COMPLEX CONDOMINIUMS**

This declaration submits to the provisions, restrictions, and limitations of the Oregon Condominium Act, land hereinafter described and all improvements now existing or to be constructed on such property, to be known as the BRIDGEFORD COMPLEX CONDOMINIUMS.

Recitals, Intent, and Purpose

Tom Graham and Steve Graham ("Declarant") are owners in fee simple of the property described below, and desire to submit that property to the condominium form of ownership, to be converted, handled, and used in the manner provided by the Oregon Condominium Act.

NOW, THEREFORE,

Declaration

Declarant hereby declares on behalf of itself, its successors, grantees, 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.** Except as otherwise provided or modified by this section, the terms herein shall have the meaning set forth in the Oregon Condominium Act, ORS 100.005 et seq., and the statute and definitions are incorporated herein by this reference. As used in this declaration and in the bylaws, the following terms shall have the following meanings:

"Condominium" means the [name of] Condominium, including all land, buildings, and appurtenant rights and easements.

"Mortgage," "mortgagee," and "mortgagor" mean, respectively, a recorded first mortgage, first trust deed, or first contract of sale which creates a first lien against a unit, and the holder, beneficiary, or vendor of such a mortgage, trust deed, or contract of sale, but only when such holder, beneficiary, or vendor notifies the association in writing of the existence of such mortgage and gives the current name and mailing address of such holder.

"Parking unit" means a parking space, carport, or garage, as more particularly described in section 6 of this declaration.

"Unit" means the airspace encompassed by the undecorated interior surface of the perimeter walls, floors, and ceilings which is owned in fee simple by each unit owner and which is more specifically described in section 3.2 of this declaration. Provided, however, "unit" shall not include the parking unit.

2. **LAND DESCRIPTION.** The land hereby being submitted to the Oregon Condominium Act is located in the County of Deschutes, State of Oregon, and is more particularly described on

Exhibit A.

3. NAME AND UNIT DESCRIPTION.

3.1 Name. The name by which the property submitted hereunder and subsequently annexed shall be known is Bridgeford Complex Condominiums.

3.2 Boundaries of Units. Each unit shall be bounded by the interior surfaces of its perimeter walls, floors, ceilings, and trim. The units shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of its finished surfaces and the exterior surfaces so described. All other portions of the walls, floors, or ceilings shall be a part of the common elements. In addition, each unit shall include the following:

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

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

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

3.3 Building Description and Unit Designation. The land submitted by this declaration has one building thereon in which three units are located. The condominium building, which is one-story construction on a concrete foundation with steel siding and a steel roof, contains three units. The vertical and horizontal boundaries, number designation, location, and dimension of each unit are shown on the plat being recorded simultaneously with this declaration.

The allocation to each unit of an undivided interest in the common elements was determined by dividing the sum of the approximate floor space of all units into the approximate floor space of each respective unit.

The unit designation, approximate area, and percentage ownership in common elements are as follows:

<u>Unit No.</u>	<u>Approximate Area</u>	<u>Share of Ownership in Common Elements</u>
1	4,000 sq. ft.	1/3rd
2	4,000 sq. ft.	1/3rd
3	4,000 sq. ft.	1/3rd

4. GENERAL COMMON ELEMENTS.

4.1 Definition. The general common elements consist of all portions of the condominium not part of a unit or a limited common element, including, but not limited to the following:

- (a) The land;
- (b) The foundations, columns, girders, beams, supports, bearing walls, main walls, roofs, halls, corridors, lobbies, stairs, fire escapes, entrances, and exits of the building;
- (c) The parking areas, and outside storage spaces;
- (d) Installations of central services, such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, waste disposal, and incinerators, up to the outlets within any units;
- (e) The tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use;
- (f) All other elements of any building necessary or convenient to its existence, maintenance, and safety, or normally in common use.

4.2 Maintenance, Repair, and Replacement; Liability for Common Expense. Except as otherwise specifically provided in this declaration, the cost of maintenance, repair, and replacement of the general common elements shall be a common expense, and the performance of such work shall be the responsibility of the association, except that any damage caused by the negligence or intentional act of an owner, his or her invitee, guest, or servant shall be repaired by the association at such owner's sole cost and expense. Although repair, maintenance, and replacement of door and door frames and garage doors, windows, and window frames are the responsibility of individual owners, exterior painting shall be the responsibility of the association. Common expenses shall be assessed and apportioned among the owners as set forth in section 9.6 below.

4.3 Income from General Common Elements. All income derived from any coin-operated vending machines and/or any other income derived from the general common elements shall be income of the association. In its discretion, the board of directors may use such income to help meet the expense of maintaining the common elements or for such other purpose as may benefit the association and the unit owners in a substantially equal manner.

5. LIMITED COMMON ELEMENTS. There are no limited common areas in this project.

6. VOTING. The owner or co-owners of each unit shall be entitled to one vote per unit. "Majority" or "majority of unit owners" shall mean the owners of more than 50% of the voting rights allocated to the units by the declaration. The calling and conducting of meetings of the association of unit owners and the exercise of voting rights shall be controlled by Articles II and III of the bylaws.

7. USE OF PROPERTY.

7.1 General. Each unit is to be used for commercial/industrial purposes only. The common elements shall be used for the furnishing of services and facilities for the use of the unit

owners. Additional restrictions and regulations are set forth in the bylaws and rules or regulations adopted pursuant to the provisions of the bylaws.

7.2 Rules and Regulations Promulgated by the Association. The board of directors shall have the authority from time to time to promulgate such rules and regulations as the board may deem in the best interest of the association. No person shall use the common elements or any part thereof in any manner contrary to or inconsistent with such rules and regulations. Without in any manner intending to limit the generality of the foregoing, the board of directors 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, guests, invitees, and servants. Such use may be conditioned upon, among other things: (a) the payment by the unit owner of assessments for common expenses and such other assessments or fees as may be established by the association for the purpose of defraying the costs associated with the use of such common elements; and (b) the observance by the unit owner, his or her guests, invitees, and servants, of the declaration, bylaws, and the association's rules and regulations.

8. CONTRACTS AND LEASES. All contracts or leases (including any management contract) that are entered into prior to the turnover meeting shall be terminable without penalty by the association or the board of directors upon not less than 30 days' written notice to the other party by the association given not later than 60 days after the turnover meeting; provided, however, any such contracting or leasing party may request the association to affirm the continuation of any such agreement for the balance of its stated term. Affirmation by the association after transfer of control shall extinguish all termination rights of the association under this section.

9. BYLAWS; ASSOCIATION; MANAGEMENT.

9.1 Adoption of Bylaws. On behalf of the association, Declarant hereby adopts the bylaws attached hereto as Exhibit B to govern the administration of the condominium. The bylaws shall be effective upon the execution and recording of this declaration.

9.2 Association of Unit Owners; Membership. Each owner of a unit in the condominium shall be a member of the association, and membership therein shall be limited to unit owners only. The association of unit owners, which shall be organized upon the recording of the declaration and bylaws, shall serve as a means through which the unit owners may take action with regard to the administration, management, and operation of the condominium. The association of unit owners shall be an unincorporated association. Nothing in this declaration, however, shall preclude the association from electing to incorporate under the nonprofit corporation laws of the State of Oregon upon majority vote. The association shall operate under the name BRIDGFORD COMPLEX CONDOMINIUM ASSOCIATION OF UNIT OWNERS. If the association is subsequently incorporated, the name of the association shall include the complete name of the condominium and shall be as close to the present name as possible.

9.3 Management; Board of Directors. The affairs of the association shall be governed by a board of directors as provided in the bylaws. The board of directors shall elect officers consisting of a chairperson, secretary, and treasurer. Pursuant to the provisions of the bylaws and the Oregon Condominium Act, the board of directors may adopt administrative rules and regulations governing details of the operation, maintenance, and use of the condominium property. The board of directors may contract with a professional manager or management firm to manage the affairs of the association.

9.4 Interim Board and Officers. Declarant has reserved control over the administration of the association by reserving the right in the bylaws to appoint an interim board of directors to manage the condominium until the turnover meeting. The turnover meeting shall be held within 60 days from the date of conveyance of the first unit to a person other than Declarant, or conveyance to persons other than Declarant of 50% of the total number of units which Declarant may annex to the condominium. The three members of the interim board shall also serve as the interim chairperson, secretary, and treasurer.

9.5 Powers and Duties of the Association. The association and the board of directors shall have the powers and duties granted to them by this declaration, any applicable supplemental condominium declaration, the bylaws, and ORS 100.405(4), together with other provisions of the Oregon Condominium Act.

9.6 Covenant to Pay Assessments; Liability for Common Expense. Each owner hereby covenants to pay to the association annual assessments for common expenses as more fully provided in the bylaws. No owner may avoid liability for assessments by abandonment of his or her unit or nonuse of the common elements. Except as otherwise provided in this declaration or the bylaws, each unit and the owner thereof will be liable for the common expense in the same proportion as the share of ownership in the common elements allocated to such unit, and the funding of the replacement reserves which shall be apportioned among the units based on each unit's percentage ownership in the common elements.

9.7 Delegation. Nothing in this declaration shall be construed to prohibit the association or the board of directors from delegating to persons, firms, or corporations of its choice the performance of such duties as may be imposed upon the association or the board of directors by this declaration, the bylaws, association rules or regulations, or applicable law.

10. SERVICE OF PROCESS. The designated agent to receive service of process in cases provided in ORS 100.550(1) is named in the Condominium Information Report, which will be filed with the Oregon Real Estate Agency in accordance with ORS 100.250(l)(a).

11. MORTGAGEES. In the event of a conflict between this section 12 and other provisions of this declaration or any supplemental condominium declaration, the provisions of this section 12 will prevail. The terms "mortgage," "mortgagor," and "mortgagee" are defined in section 1 of this declaration.

11.1 Notice of Action. Upon written request to the association identifying the name and address of the mortgagee, and the unit number or address, any mortgagee will be entitled to timely notice of:

(a) Any condemnation loss or any casualty loss that affects a material portion of the condominium or any unit on which there is a mortgage held, insured, or guaranteed by such mortgagee;

(b) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a mortgage held, insured, or guaranteed by such mortgagee, which remains uncured for a period of 60 days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the association;

(d) Any proposed action that would require the consent of a specified portion of mortgagees as set forth in this section 12.

11.2 Mortgagee Exempt from Certain Restrictions. Any mortgagee that comes into possession of the unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit; provided, however, that mortgagees shall not be exempt from the restriction that units cannot be rented for periods of less than 30 days.

11.3 Subordination of Association Lien to Mortgage/Discharge of Lien upon Foreclosure. The lien of the association shall be subordinate to any first mortgage. Any mortgagee that comes into possession of the unit pursuant to the remedies provided in the mortgage, by foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit that accrue prior to the time such mortgagee comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units, including the mortgaged unit).

11.4 Professional Management. Upon written request of the mortgagees holding at least 51% of the mortgages on units in the condominium, the board of directors shall employ a professional manager to manage the affairs of the association. Any agreement for professional management shall provide that the management contract may be terminated for cause on 30 days' written notice. After such mortgagees' request, the association may not terminate professional management and assume self-management of the condominium without the prior written approval of the mortgagees holding 51% of the mortgages on units in the condominium. Additionally, if professional management has previously been required by any mortgagee, any such decision to establish self-management shall require prior consent of the owners of units to which 67% of the votes in the association are allocated.

11.5 Consent of Mortgagees to Change Percentage Ownership in Common Elements. The unit owners may not reallocate the percentage interest in the common elements attributable to any unit without prior approval of mortgagees holding 51% of the mortgages on units in respect to which the percentage ownership is proposed to be altered. Nothing in this section 12.5 shall be construed to give the owners, the association, or the board of directors any specific authority to alter such percentage ownership, and if any attempt is made to do so, full compliance shall be made with the declaration, any applicable supplemental condominium declaration, the bylaws, and the Oregon Condominium Act.

11.6 Consent of Mortgagees Recruited to Terminate Project. 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 51% of the mortgages on units in the condominium. Additionally, any such terminations shall be carried out by the owners pursuant to provisions of the declaration, any applicable supplemental condominium declaration, bylaws, and the Oregon Condominium Act, and only after vote of the owners as provided therein.

11.7 Limited Right of Amendment. Except upon the approval of mortgagees who hold 51% of the mortgages on units in the condominium, 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) Assessments, assessment liens, or subordination of liens;
- (c) Reserves for maintenance, repair, and replacement of the common elements (or units, if applicable);
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the common elements;
- (f) Responsibility for maintenance and repair of the several portions of the condominium;
- (g) Expansion or contraction of the condominium, or the addition, annexation, or withdrawal of property to or from the condominium;
- (h) Boundaries of any unit;
- (i) The interests in the general or limited common elements;
- (j) Convertibility of units into common elements, or of common elements into units;
- (k) Leasing of units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit; and
- (m) Any provisions that are for the express benefit of mortgagees.

The provisions of this paragraph are intended only to be a limitation on the right of the unit owners, board of directors, and association to amend the declaration and bylaws, and are not intended to give any such parties any specific rights to effect any amendments. Any such amendments to the declaration or bylaws shall be made only upon full compliance with the provisions of the declaration and bylaws of the condominium and the Oregon Condominium Act relating to the procedure and percentage of votes required for such amendment. An addition or amendment to the declaration or bylaws shall not be considered material so as to require the consent or approval of mortgagees, if it is for the purpose of correcting technical errors or if it is for clarification only.

11.8 Request for Approval of Mortgagees. Any mortgagee who receives a written request to approve additions or amendments to the declaration or bylaws, or to any other action to be taken by the board of directors, association, or unit owners, shall be considered to have given such approval unless a negative response is delivered or posted by such mortgagee within 30 days after such request is received.

11.9 Proxy Held by Mortgagee in Certain Cases. A mortgagee may attend a meeting of the association of unit owners and may cast the vote of the mortgagor of that unit for the purpose of voting to paint or otherwise maintain the common elements, including the imposition of any special

assessment necessary to pay the cost of such painting or repair; provided, however, that such right shall arise only in the event the mortgagee reasonably believes that the association of unit owners has failed to maintain the common elements in sufficient manner to prevent excessive wear and tear.

11.10 Right to Examine Documents. The association shall make available to unit owners and lenders and to mortgagees current copies of the declaration, bylaws, other rules concerning the condominium, and the books, records, and financial statements of the association. The association shall have the right to impose a reasonable charge for any copies requested by owners, lenders, and mortgagees.

11.11 Right to Annual Reports. The holders of at least 51% of the mortgages on units in the condominium shall be entitled to have an audited financial statement prepared at their expense if such statement is not otherwise available. The association, its officers and directors, and manager (if any), shall cooperate with such mortgage holder and their auditors to facilitate the necessary auditing and review process. Such financial statement shall be furnished within a reasonable time following request.

11.12 Right to Receive Written Notice of Meetings. Upon request, the association of unit owners shall give all mortgagees written notice of all meetings of the association, and such mortgagees shall be permitted to designate a representative to attend all such meetings.

11.13 List of Mortgagees. The association shall maintain at all times a list of mortgagees, their names, addresses, the units and mortgagors affected, and the matters with respect to which such mortgagees have requested notice, provided that such information has been furnished to the association by the owners or their mortgagees.

12. AMENDMENTS TO DECLARATION. Except when a larger vote is required by law, this declaration may be amended from time to time by consent or approval of the unit owners holding 75% or more of the voting rights as otherwise set forth in this declaration; provided, however, that no amendment of this declaration reducing or eliminating the right of any mortgagee shall be made without the prior written consent of all such mortgagees.

12.1 Declarant's Approval Required. Declarant's prior written consent shall be required for any amendment to the declaration until the earlier of the conveyance to owners other than Declarant of 75% or more of the units in the last stage in the condominium, or seven years after conveyance of the first unit in the condominium; provided, however, that even after such time, no amendment may limit or reduce any of Declarant's special rights, whether reserved herein or otherwise provided by law. Except with respect to permitted supplemental condominium declarations annexing additional property to the condominium, no amendment may change the size, location, percentage interest in the common elements, method of determining liability for common expenses, right to common profits, or voting power of any unit unless such amendment has been approved by the owners of the affected units and the mortgagees of such units.

12.2 Recordation. An amendment to the declaration shall be effective upon recordation in the Deed Records of Deschutes County, certified to by the chairperson and secretary of the association and approved by the county assessor and the Real Estate Commissioner.

13. SUBDIVISION. No unit may be subdivided into divisions of any nature.

14. AUTHORITY TO GRANT EASEMENTS, RIGHTS-OF-WAY, LICENSES, AND OTHER SIMILAR INTERESTS.

14.1 General. The association shall have the authority to execute, acknowledge, deliver, and record on behalf of the unit owners, easements, rights-of-way, licenses, and other similar interests affecting the general common elements. The granting of any such interest shall first be approved by at least 75% of the unit owners. The instrument granting any such interest shall be executed by the chairperson and secretary of the association and acknowledged in the manner provided for acknowledgment of such instruments by such officers and shall state that such grant was approved by at least 75% of the unit owners.

14.2 Utility Easements; Dedications. Anything in this declaration to the contrary notwithstanding, Declarant shall have the right to execute, deliver, and record on behalf of the association and the unit owners such documents as may be required in order to grant easements, rights-of-way, and licenses over the common elements for the installation, maintenance, and repair of public utilities serving the condominium or adjacent property. Declarant shall also have the right to execute, deliver and record on behalf of the association and the unit owners such deeds and other documents as may be required to convey, dedicate, or to grant such easements, rights-of-way, or licenses over common elements, as may be required by any government or governmental agency in order to complete development of the condominium. In order to effect the intent of this section 15.2, each unit owner, by acceptance of a deed or contract to a unit whether or not it shall be expressed in such deed or contract for the unit owner and his or her successors in interest, irrevocably appoints Steve Graham, of Bend, Oregon, or his or her nominee, as his or her lawful attorney-in-fact for the purpose of executing any and all documents required or permitted to be executed hereunder.

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

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

15.2 No Capital Assessments Without Consent. Neither the association nor the board of directors shall make any assessments for new construction, acquisition, or otherwise without the prior written consent of Declarant, as long as the time period for annexing units has not expired or as long as Declarant owns the greater of two units or 5% of the total number of units in the condominium. Nothing contained in this section 16.3 shall be construed as a limitation on Declarant's obligation to pay assessments for common expenses on units owned by Declarant pursuant to requirements of the Oregon Condominium Act.

15.3 Common Element Maintenance by the Association. The association shall maintain all common elements in a clean and attractive manner. Should the association fail to do so, Declarant may perform such maintenance at the expense of the association.

15.4 Declarant's Easements. Declarant, its agents, and employees shall have an easement on and over the common elements for the completion of any portion of the condominium, including the furnishing and decoration of any unit, sales office, or model and the right to store materials on the common elements at reasonable places and for reasonable lengths of time.

15.5 Other Declarant Rights. The rights reserved to Declarant in this section 16 shall in no way limit any other special declarant rights that Declarant may have, whether pursuant to the

Oregon Condominium Act or otherwise. Upon the expiration of any or all special declarant rights, Declarant will have the same rights as any other owner in the condominium in respect to such ownership.

15.6 Assignment of Declarant's Rights. Declarant shall have the right to assign any and all of its rights, including without limitation Declarant's special rights as set forth in section 16 hereof, or to share such rights with one or more other persons exclusively, simultaneously, or consecutively.

15.7 Expiration of Declarant's Special Rights. Unless otherwise provided, Declarant's special rights reserved in this section 16 shall expire upon the conveyance by Declarant of the last unit owned by Declarant or seven years after conveyance of the first unit in the condominium, whichever is earlier.

16. RIGHT TO MAKE ADDITIONS TO COMMON ELEMENTS. Declarant shall have the right to make additions to Common Elements as may be required by any governmental agency.

17. GENERAL PROVISIONS.

17.1 Interpretation. The rights and obligations of all members of the association and any person dealing with the association or any of its members in respect to matters pertaining to the declaration and the bylaws shall be interpreted and governed by the laws of the State of Oregon.

17.2 Severability. Each provision of the declaration and the bylaws is independent and severable. The invalidity or partial invalidity of any section thereof shall not affect any of the remaining portions of that or any other provision of this declaration or the bylaws.

17.3 Waiver of Rights. The failure of the association, board of directors, an officer, or a unit owner to enforce any right, provision, covenant, or condition of the declaration and bylaws shall not constitute a waiver of the right of any such party to enforce such right, provision, covenant, or condition in the future.

17.4 Legal Proceedings. Failure to comply with any of the terms of the declaration, any supplemental condominium declaration, the bylaws, and any rules or regulations adopted thereunder shall be grounds for relief which may include, without intending to limit the same, an action to recover money due, damages, or a suit for injunctive relief, to foreclose a lien, or any combination thereof. Relief may be sought by the association, board of directors, an officer, a professional manager or management firm, or, if appropriate, by an aggrieved unit owner.

17.5 Costs and Attorney Fees. In any proceeding arising because of alleged default by a unit owner to comply with the terms and provisions of this declaration (as may be amended or supplemented), the bylaws (as may be amended), rules and regulations of the association, or any provisions of the Oregon Condominium Act, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorney fees as may be determined by the trial court in any trial or by the appellate court in any appeal thereof. In addition, the association shall be entitled to recover costs and attorney fees incurred by it to collect delinquent assessments whether or not any collection or foreclosure action or suit is filed.

17.6 Compliances. Each unit owner shall comply with the declaration, any supplemental condominium declaration, and the bylaws, and with the administrative rules and regulations adopted thereunder, and with all other applicable covenants, conditions, and restrictions of record. Failure

to comply therewith shall be grounds for suit or action maintainable by the association or any unit owner in addition to other sanctions that may be provided by the bylaws or by any existing administrative rules and regulations.

17.7 Conflicting Provisions. In the event of a conflict between or among the declaration, bylaws, and any administrative rules and regulations, the provisions of the declaration shall be paramount to the bylaws and the rules and regulations, and the bylaws shall be paramount to the rules and regulations. For purposes of this section, the term "declaration" shall include all amendments and supplemental declarations, and the term "bylaws" shall include all amendments.

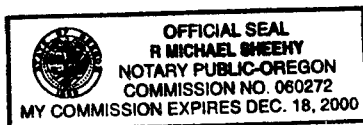
17.8 Section and Paragraph Captions. Section and paragraph captions are not a part hereof unless the context otherwise requires. In construing this declaration, it is understood that if the context so requires, the singular pronouns shall be taken to mean and include the plural, the masculine to include the feminine and neuter, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to individuals, trusts, estates, personal representative, trustees, and corporations.

The undersigned fee owner of the subject property has caused this declaration to be executed October 18, 1997.

By: Thomas H. Graham By: Steve Graham
TOM GRAHAM, Declarant STEVE GRAHAM, Declarant

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared the above-named Tom Graham and Steve Graham and acknowledged the foregoing instrument to be their voluntary act and deed.



R. Michael Sheehy
Notary Public for Oregon
My commission expires: 12.18.2000

The foregoing Declaration is approved pursuant to ORS 100.110 this 20th day of October, 1997, and in accordance with ORS 100.110(7), this approval shall automatically expire if the Declaration is not recorded within two (2) years from this date.

SCOTT W. TAYLOR,
Real Estate Commissioner


By: Stan F. Taylor

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

97 OCT 21 AM 9:07

MARY SUE PENHOLLOW
COUNTY CLERK

BY:  DEPUTY

NO. 97-38770 FEE 60-

DESCHUTES COUNTY OFFICIAL RECORDS