

5738

VOL 223 PAGE 922

DECLARATION

OF

GREENWAY CONDOMINIUMS

THIS DECLARATION Made and executed this 15th day of July, 1975, by CHARLES T. CHURCH, whose business address is Route 3, Box 1925, Bend, Oregon 97701, hereinafter referred to as "Declarant," and is made pursuant to the provisions of the Oregon Unit Ownership Law.

WHEREAS, Declarant proposes to create eight condominium units from two existing four-plexes to be known as "Greenway Condominiums," Deschutes County, Oregon, and submit a fee simple in the property;

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

1. Definitions. Each of the terms defined in Oregon Unit Ownership Law, ORS 91.505, shall have the meanings set forth in such section.

2. Land Description. The land submitted to the Oregon Unit Ownership Law hereunder is being purchased by the Declarant on that certain land sale contract dated _____, 1974, between Theodore S. Young and Aileen Young, as Sellers and Charles T. Church, as Purchaser, and is more particularly described as follows:

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BEND, OREGON 97701

-1- DECLARATION

Lot 19, Block 1, of WILDWOOD PARK, Deschutes County,
Oregon.

3. Name, Building and Unit Description.

3.1. Name. The name by which the property submitted
hereunder shall be known is "Greenway Condominiums."

3.2. Building and Unit Description. Greenway
Condominiums consists of two identical buildings, except for
slight variation of deck sizes. Each building contains four
units and are two-story structures without basements. Each unit
is identical, except for the deck dimensions, and include two
bathrooms, a fireplace, two bedrooms, living room, dining area,
kitchen, storage area, washer and dryer, range, refrigerator
and decks. The bedrooms and large bathroom are on the second
story. Each building has a hot mop, tar and No. 1 shake roof
and T1-11 5-ply exterior plywood siding. There is approximately
1,135 square feet per unit.

3.3. Dimension and Unit Designation. The dimensions
of each of these units and buildings are set forth in the document
entitled "Site Plan," hereinafter referred to as the "Site Plan,"
filed simultaneously herewith and shown as "Appendix A" and made
a part of this Declaration as if fully set forth herein. The
boundary lines of each unit are the exterior surfaces of the
perimeter walls, bearing walls, windows and window frames, doors
and door frames, exterior surfaces of its attached private decks,
the land the unit occupies, and the air space above.

4. Location of Units. The designation and location of

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each unit is shown in the Site Plan.

5. General Common Elements. The general common elements consist of the land, other than the land underlining each unit and decks, which are not a part of any unit, together with fences, and improvements thereon that are not a part of any unit or part of the limited common elements. Each unit shall be entitled to an undivided one-eighth ownership interest in the general common elements, which shall be conveyed with the respective unit.

6. Limited Common Elements. The limited common elements consist of the common walls between units and eight of the twelve parking spaces located on the property, as shown in the Site Plan. Each unit owner shall have exclusive use of one parking space. Each unit owner shall have an undivided one-half interest in all common walls of his unit.

7. Use of Property. Each unit is to be used as a single family dwelling. Additional limitations on the use are contained in the Bylaws of the Association of Unit Owners of Greenway Condominiums filed herewith.

8. Common Profits and Expenses. The common profits and expenses derived from the general common elements shall be distributed and charged to the unit owners according to the percentage of undivided interest of each in the general common elements. The profits from the expenses of any limited common element shall be distributed and charged to the unit owners to whose units such limited common elements pertain.

9. Service of Process. The name of the person to

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receive service of process in cases provided in Section (1) of ORS 91.635 is Charles T. Church and the business address of that person is Route 3, Box 1725, Bend, Oregon 97701, which is located within the county in which the property is located.

10. Conveyance of Common Elements. The undivided interest in the common elements shall not be separately conveyed from the respective units and each such undivided interest shall be deemed to be conveyed and encumbered with its respective unit even though the description of the instrument or conveyance or encumbrance of a unit may refer only to the title of the unit.

11. Administration. The administration of the property shall be as follows:

(1) The owners of the units shall constitute an association known as the Greenway Condominium Homeowners Association, hereinafter referred to as the "Association." An owner of a unit shall automatically upon becoming the owner of a unit be a member of the association and shall remain a member of said association until such time as his ownership ceases for any reason. Unit ownership shall be determined for all purposes of the Declaration and administration of the property from the record of unit ownership maintained by the Association. The record shall be established by the unit owner to which shall be affixed the certification of the recording officer of the County of Deschutes, Oregon, showing the date and place of recording of such deed. No person shall be recognized as a unit owner unless a copy of the deed has been filed with the Association as provided above, showing him to

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be the current owner of a unit. Notwithstanding the foregoing, the declarant shall be the owner of all units for which no deed has been filed with the Association.

(2) The Association shall be managed by a Board of Directors elected by the unit owners.

(3) The initial chairman of the Association is Charles T. Church, and the initial secretary of the Association is Anne Church. The initial Bylaws of the Association are attached hereto and filed herewith.

(4) Each owner shall have the number of votes for election of directors of the Association and in all matters coming before the Association, equal to the percentage expressed in the Bylaws with respect to such unit. There shall be one vote for each unit in the manner provided by the Bylaws of the Association.

(5) The property shall be administered by the Association and managed by the Board of Directors in accordance with the provisions of the Declaration and Bylaws adopted by the Association. In the event of any conflict between the provisions of the Declaration and the Bylaws of the Association and any rules or regulations adopted by the Association, the provisions of the Declaration will control.

(6) All agreements made by the Association acting through its Board of Directors pursuant to the Declaration in the Bylaws and all acts of the Association and the Board of Directors not contrary to the terms of the Declaration or Bylaws shall be binding upon the unit owners.

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12. Amendment. This Declaration shall not be amended unless such amendment is approved by a vote of 75% of the unit owners as evidenced by a duly recorded instrument.

13. Damage or Destruction. The following are the provisions to take effect in the event of damage or destruction:

(1) The repair or restoration of damage or destruction to an individual unit, not involving any of the common elements, shall be the responsibility of the unit owner, but such unit owner shall be entitled to the benefit of insurance maintained by the Association with respect to each unit. If a unit owner does not commence repair or restoration within 30 days of the date of such damage or destruction, the Association shall repair or restore the damage or destruction at the expense of the unit owner.

(2) If any part of the common elements shall be damaged or destroyed by fire or other casualty, the determination of whether or not to restore or repair the same shall be made as follows:

Partial and total damage or destruction shall be repaired or restored, and the Association shall be deemed to have elected to repair or restore, unless at a meeting of the Association of Unit Owners held within 60 days after the date of the damage or destruction and called prior to the letting of a contract and the commencement of such repair or restoration, the Association by a 90% vote, elects not to repair or restore such damage or destruction.

If the damage or destruction is to be repaired or restored, as above provided, such repair or restoration shall be carried out with reasonable promptness. If the decision is made not to repair or restore the damage or destruction, then at the end of the 60-day period referred to above, the property shall be deemed to have been removed from the Unit Ownership Law and from the provisions of this Declaration.

14. Adoption of Bylaws. Upon the execution of the filing of this Declaration, the declarant, as the sole owner of all the units herein, shall adopt Bylaws for the Association of Unit

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Owners of Greenway Condominiums, which Bylaws are to be filed simultaneously herewith.

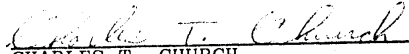
15. Plan of Development. Developer proposes to develop only one phase of Greenway Condominiums, consisting of two buildings and a total of eight units. These buildings and units have already been constructed and are in existence on the property described in Section 2.

16. Severability. The determination of any Court that any of the provisions of this Declaration are unlawful or void shall not affect the validity of any of the other provisions hereof.

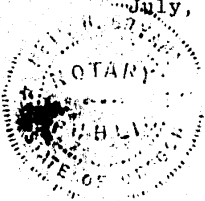
17. Interpretation. Unless some other meaning and intent is apparent from the context, it is intended that masculine, feminine and neuter words shall be used interchangeably, and that the singular number shall include the plural and vice versa.

18. Binding and Affect. This Declaration shall be binding upon and inure to the benefit of the declarant, the Association, the unit owners, their heirs, personal representatives, successors and assigns. All of the provisions of this Declaration shall be covenants, conditions or restrictions, as appropriate, which may be enforced by the declarant, the Association, any unit owner, or any of them, whether or not they are expressed or referred to in any unit deed.

IN WITNESS WHEREOF, Charles T. Church has caused this Declaration to be executed this 15th day of July, 1975.


CHARLES T. CHURCH
GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044 N.W. BOND STREET
BEND, OREGON 97701

SUBSCRIBED AND SWORN To before me this 15th day of
July, 1975.



Neil R. Bryant
Notary Public for Oregon
My Commission expires 9/20/77

APPROVED This 13 day of OCT
~~July~~, 1975.

W. J. Bout
DESCHUTES COUNTY ASSESSOR

APPROVED This 20th day of July, 1975.

W. J. Bout
DESCHUTES COUNTY TAX COLLECTOR

APPROVED This _____ day of July, 1975.

OREGON REAL ESTATE DIVISION

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CERTIFICATION OF PLANS

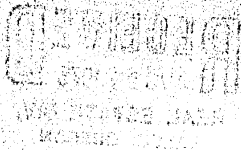
I, WILLIAM. M. JABS, a registered engineer with offices in Bend, Oregon, do hereby certify that the floor plans for Greenway Condominiums, being Units 1 through 8, depict the layout of the units and floors of the buildings and that the construction of the units has been completed.

I was not present during construction of Greenway Condominiums and cannot attest to the materials used or their quantity or quality.

William M. Jabs
WILLIAM M. JABS



Aug. 16, 1975



GRAY, FANCHER, HOLMES & HURLEY

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1044 N.W. BOND STREET
BEND, OREGON 97701

CERTIFICATION OF PLANS



ROBERT W. STRAUB
GOVERNOR

**DEPARTMENT
OF COMMERCE**

REAL ESTATE DIVISION

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

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September 4, 1975

RE: GREENWAY CONDOMINIUMS

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

CONDOMINIUM DECLARATION APPROVED
OREGON REAL ESTATE DIVISION

Don K. J. Smith, Esquire
Signature
DATE: SEPT 5, 1975

DEPARTMENT
OF COMMERCE

REAL ESTATE DIVISION

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STATE OF OREGON

County of Deschutes

I hereby certify that the within instru-
ment of writing was received for Record
the 13 day of Oct A.D. 19 75
at 1:45 o'clock P M., and recorded
in Book 223 on Page 92 Records
of Wicks

ROSEMARY PATTERSON

County Clerk

By James Patterson Deputy