

3288

DECLARATION SUBMITTING PINE VILLA
TO OREGON UNIT OWNERSHIP LAW

This declaration, pursuant to the Oregon Unit Ownership Law (ORS 91.505 to 91.675), is made and executed by Richard A. Billaud and Russell G. Burke, doing business under the assumed name of Totem Development Co., (hereinafter referred to as "Developer").

Developer proposes to create a condominium to be known as Pine Villa, which will be located in Bend, Deschutes County, Oregon, consisting of sixteen (16) apartment units together with a recreation room and swimming pool.

The purpose of this declaration is to submit Pine Villa to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law.

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

1. Definitions.

- a. Statutory Terms. Any terms used in this declaration which are defined in ORS 91.505, shall have the meanings set forth in that section.
- b. Declaration shall mean this instrument and all supplemental instruments adopted regarding Pine Villa.
- c. Condominium shall mean the entire estate owned by any owner, consisting of an undivided interest in Developer's estate, in the general common elements, in the attributable limited common elements, and the ownership of a separate interest in a unit.
- d. Owner shall mean any person, natural or artificial, or any group of persons, with an ownership interest in a condominium, including Developer, with respect to any unsold units.

e. Board of Directors shall mean the Board of Directors of the Association of Unit Owners.

f. Association of Unit Owners shall mean the Association of Unit Owners of Pir. Villa, formed pursuant to ORS 91.505 et seq.

2. Land Description. The description of the land subject to this declaration is:

Lot Four (4) Except the North 105', All of Lot Three (3), the South 25' of Lot One (1), and the South 25' of Lot Two (2), All in Block Four (4), Carriage Addition, Bend, Deschutes County, Oregon.

3. Name. The name by which the property submitted hereunder shall be known is "Pir. Villa."

4. Unit Description. The general description of each unit and the buildings, including the number and location of each unit, are set forth in the floor plan, filed herewith as a part hereof, designated "Exhibit C". Included with each unit is the deck bearing the same number as the unit. All units are contained in four, two-story buildings consisting of four condominium units, each of wood frame construction on concrete foundations, and concrete slab, serviced by water, sewage, electricity, telephone and television reception utilities. For purposes of this declaration, the ownership of each "apartment space" shall include the respective undivided interest in the common elements and facilities specified and established herein and each apartment space, together with such undivided interest, is defined and hereinafter referred to as a unit.

5. Designation of Units. The unit designation, location area of each unit and all other data necessary for proper identification of each unit are set forth in "Exhibit C", filed simultaneously herewith and hereby made a part hereof.

6. General Common Elements. The general common elements consist of the land, walkways, driveways, ground and parking areas, swimming pool, community facilities, trees, pavements, pipes, wires, conduits and/or all utility facilities external to apartment spaces. General common elements do not include those elements hereinafter described as limited common elements. Each unit will be entitled to an ownership interest in the units, as is more particularly described in Paragraph 8 below.
7. Limited Common Elements. A portion of the common elements is set aside and allocated for the restrictive use of certain apartment spaces, as herein designated, and said portion shall be known as the "limited common elements." As defined in ORS 91.505 et seq., the limited common elements are those common elements designated herein as reserved for the use of a certain unit or number of units, to the exclusion of the other units, and consisting of all those elements and components of each building not otherwise included in the units. The limited common elements for each condominium building consist of foundations, beams, girders, supports, main walls, roofs, installations of central services such as water, sewage, telephone, electrical and television, except those portions of the foregoing which are included within the units, and all other elements of the building necessary or convenient to their existence, maintenance and safety and normally in common use by the unit owners of the units to which these elements are appurtenant. Each of the limited common elements shall pertain in equal proportions to the units which they are restricted. Use of limited common elements located in individual buildings shall be limited to the owners of units within such buildings.

8. Units. The 16 individual units hereby established and which shall be individually conveyed, are hereby listed and described in the left-hand column of the following schedule. Such schedule also shows the respective percentage interest in the common elements to be conveyed with each unit and the approximate area of the apartment space which is part of each respective unit.

Units	Percentage Undivided Interest in Common Elements	Approximate Area of Apartment Space in Square Feet
1.	6.25%	1160
2.	6.25%	1160
3.	6.25%	1160
4.	6.25%	1160
5.	6.25%	1160
6.	6.25%	1160
7.	6.25%	1160
8.	6.25%	1160
9.	6.25%	1160
10.	6.25%	1018
11.	6.25%	1018
12.	6.25%	1018
13.	6.25%	1018
14.	6.25%	1018
15.	6.25%	1018
16.	6.25%	1018

Totals 100%

17,424 sq. ft.

In addition, the percentage vote in the Association of Owners shall also be the same as the percentage undivided interest in the common elements for each of the respective separate owners of the respective units, as set forth in such schedule.

The above respective undivided interests established and to be conveyed with respective units, as indicated above, cannot be

changed and Declarant, its successors and assigns, and grantees, covenant and agree that the undivided interest in the common elements and the fee titles to the respective units conveyed therewith shall not be separated or separately conveyed and that each said undivided interest shall be deemed to be conveyed or encumbered with its respective unit, even though the description in the instrument of conveyance or encumbrances may refer only to the "unit".

9. Common Elements. The common elements shall remain undivided and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium, except as provided in GRS 91.655 to GRS 91.675.

10. Limitations on Use. The use for which each building and each unit is intended and limited is as follows:

a. No owner shall occupy or use his unit or permit the same or any part thereof to be occupied or used for any purpose other than a private residence. Any owner may lease his unit to other parties; provided, that the lease be in writing and that the lessee agrees to comply with the provisions of this declaration and any supplemental declarations, the Bylaws of the Association of Unit Owners, and any rules and regulations adopted by the Association of Unit Owners.

b. There shall be no obstruction of the common areas. Nothing shall be stored in the common areas without the prior consent of the Manager.

c. Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance in the common areas without the prior written consent of the Manager. No owner shall permit anything to be done or kept in his unit or in the common areas which will result in the cancellation of insurance on any unit or any part of the common areas, or which will be in violation of any law. No waste will be permitted in the common areas.

- d. No sign of any kind except signs of reasonable dimensions and conforming with the rules and regulations adopted by the Association of Unit Owners shall be displayed to public view in or from any unit or the common areas, without the Manager's prior written consent.
- e. The exteriors of all units shall be kept uniform in appearance, including painting, decorations, and any other exterior protrusions.
- f. No animals, livestock or poultry shall be raised, bred or kept in any unit, except dogs, cats and other household pets may be kept in units, subject to rules and regulations adopted by the Association of Unit Owners.
- g. No noxious or offensive activity shall be carried on in any unit or in the common areas, nor shall anything be done therein which may be or become annoyance or nuisance to the other owners.
- h. Nothing shall be altered or constructed in, or removed from, the common areas, except upon the written consent of the Manager.
- i. There shall be no violation of the rules for the use of the common areas adopted by the Board of Directors and furnished in writing to the owners, and the Board of Directors is authorized to adopt such rules.
- j. None of the rights and obligations of the owners created herein or by the deed creating condominiums shall be altered in any way by encroachment due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance for said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful conduct of said owner or owners.
- k. Unless the prior written consent of the Manager had been obtained, (1) no trailer, truck camper, boat or boat trailer shall be parked or kept in a unit or any common area at a place where it will be visible from any unit or from any common area; (2) no exterior lighting or noise-making device shall be installed or maintained on any unit or common area; (3) no trees, shrubs or other vegetation shall be removed from a unit or common area and no trees, shrubs or other vegetation shall be planted thereon.
- l. The owners of the respective units shall not be deemed to own the undecorated and/or unfinished surfaces of their

perimeter walls, floors and ceilings surrounding their respective units, nor shall such owners be deemed to own pipes, wires, conduits or other public utility lines running through the respective units, which are utilized for, or serve more than one unit, except as tenants in common, with the other unit owners as heretofore provided. Such owners, however, shall be deemed to own the walls, and also all of the partitions which are contained in the 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.

m. Each owner of a unit shall, at his own expense, keep the interior of his unit, his exterior terrace and equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may, at any time, be necessary to maintain the foregoing in appearance and condition. In addition, all repairs of internal installations of his unit, such as water, lights, gas, power, sewage, telephones, airconditioning, sanitary installations, doors, windows, lamps, refrigerators, dishwashers, disposals or ranges and all other accessories in the unit shall be at the owner's expense. An owner shall reimburse the Association of Unit Owners for any expenditures incurred in repairing or replacing any common area or facility damaged through his fault or negligence or that of any person residing in his unit if such damage is not covered by insurance.

n. An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors of the Association in case of an emergency originating in or threatening his unit, whether the owner is present at the time or not. An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of any emergency, such right of entry shall be immediate.

11. Encroachments. The owners of the respective units agree that if any portion of the common elements encroaches upon the units, an easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event that any of the multi-unit structures are partly or totally destroyed and then rebuilt, the owners of the units agree

that minor encroachment of parts of the common elements, due to construction, shall be permitted and that an easement for such encroachment and maintenance thereof shall exist.

12. Association Membership. Each owner of a unit shall automatically, upon becoming the owner of a unit, be a member of the Association of Owners, hereinafter referred to as the "Association" and shall remain a member of such Association until such time as his ownership ceases for any reason, at which time his membership in such Association shall automatically cease. The owners of units covenant and agree that the administration of the condominium shall be in accordance with the provisions of this declaration, and the Bylaws of the Association which are made a part hereof and attached as "Exhibit D", and the Oregon Unit Ownership Law.

13. Common Profits and Expenses. The common profits derived from and the common expenses of 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 as set forth above. The profits derived from and expenses of any limited common element shall be distributed and charged to the unit owners to which units such limited common elements pertain. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any unit shall become delinquent one month after assessment and thereafter bear interest at 6% per annum. Such assessment plus interest and reasonable attorneys' fees incurred in collection shall be a personal obligation of the owner of the unit assessed

and shall also constitute a lien upon such unit prior to all other liens, except only: (1) tax liens on the unit in favor of any assessing unit or special district; and (2) all sums unpaid on any first mortgage or trust deed of record. Such lien may be foreclosed by suit by the manager or Board of Directors acting on behalf of the Association, in accordance with ORS 93.580. In any such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit, if so provided in the Bylaws, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors, acting on behalf of the Association, shall have the power, unless prohibited herein, to bid in the unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. Where the mortgagee of a first mortgage or the grantee of a first trust deed of record or other purchaser of a unit obtains title to the unit as a result of the foreclosure of the first mortgage or first trust deed, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer. Such unpaid share of the common expenses or assessments shall be deemed to be common expenses, collectable from all of the units, including such acquirer, his successors and assigns.

14. Liability of Directors. The Board of Directors of the Association of Unit Owners shall not be liable for any failure of any service to be obtained and paid for by the Association or the Board of Directors or for injury or damage to personal property caused by the elements or by another owner or person or resulting from electricity, rain, water, snow or ice which may leak or flow from outside or from any parts of the buildings or from any of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by the gross negligence of the Board of Directors. No diminution or abatement of common expense assessment shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the general common elements or from any action taken to comply with the law, ordinance or orders of a governmental authority. Each member of the Board of Directors of the Association of Unit Owners shall be indemnified by the owners against all expenses and liabilities including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which may become involved by reason of his being or having been a member of the Board of Directors, or any settlement thereof, whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in such case where such member of the Board of Directors is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for

the best interests of the Association.

15. Compliance. Each owner or occupant of a unit shall comply with the provisions of this declaration, the Bylaws of the Association which are made a part hereof and attached as "Exhibit D," and the Oregon Unit Ownership Law, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action or suit to recover amounts due, for damages or for injunctive relief. No owner of a unit may exempt himself from liability for his contribution toward the common expenses by waiver of his use or enjoyment of any of the common elements or by abandonment of his unit.
16. Adoption of Bylaws. Upon execution of this Declaration, Developer, as sole owner of all the units herein, shall adopt Bylaws for the Association of Unit Owners, which Bylaws are made a part hereof and attached as "Exhibit D".
17. Amendment or Revocation. This declaration shall not be revoked or amended, unless all of the owners and mortgagees of all the units and beneficiaries of trust deed owning such units unanimously agree to such revocation or amendment by duly recorded instruments.
18. Lender Rights. Should the mortgagee of a first mortgage or beneficiary of a first trust deed covering any unit while there remains an unpaid balance on the loan secured thereby, believe that proper maintenance, repair and replacement for the common elements are not being provided for, said mortgagee or beneficiary, at its option, may deliver a written notice to the Board of Directors of the Association, setting forth the particular defects which it believes exist in the maintenance, repair

and replacement program, and if the specified defects be not corrected within sixty (60) days subsequent to the date of such notice, the mortgagors of such first mortgages and/or grantors of such first trust deed do designate the mortgagees and/or beneficiaries, their respective proxies to attend all subsequent annual or special meetings of the Association and to vote in behalf of the mortgagor and/or grantor of a first trust deed upon all matters, to the same extent as such mortgagors or grantors of first trust deeds could vote personally.

19. Damage or Destruction. In the event that the property subject to the Declaration is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided in ORS 91.660.

20. Grantee's Liabilities. In a voluntary conveyance of a unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

21. Declarant's Liabilities. This Declaration shall take effect upon recording. Notwithstanding any other provisions herein contained, for so long as the Declarant continues to own any of the units, the following provisions shall be in full force and effect, none of which shall be construed so as to relieve Declarant from any obligations of a unit owner to pay assessments as to each unit owned by Declarant in accordance with condominium documents.

22. Covenants Running with the Land. These declarations shall constitute covenants to run with the land and shall be binding on said Declarant, its successors and assigns and all subsequent owners of all or any part of the said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns.

DATED this 29 day of June, 1973.

TOTEM DEVELOPEMENT CO.

BY: James H. Bunk

BY: Robert H. Bunk

STATE OF OREGON

County of Deschutes

} ss.

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SUBSCRIBED and sworn to before me this 29 day of June, 1973.

Evelyn P. Lampela
NOTARY PUBLIC FOR OREGON

My Commission Expires: Feb. 11, 1975

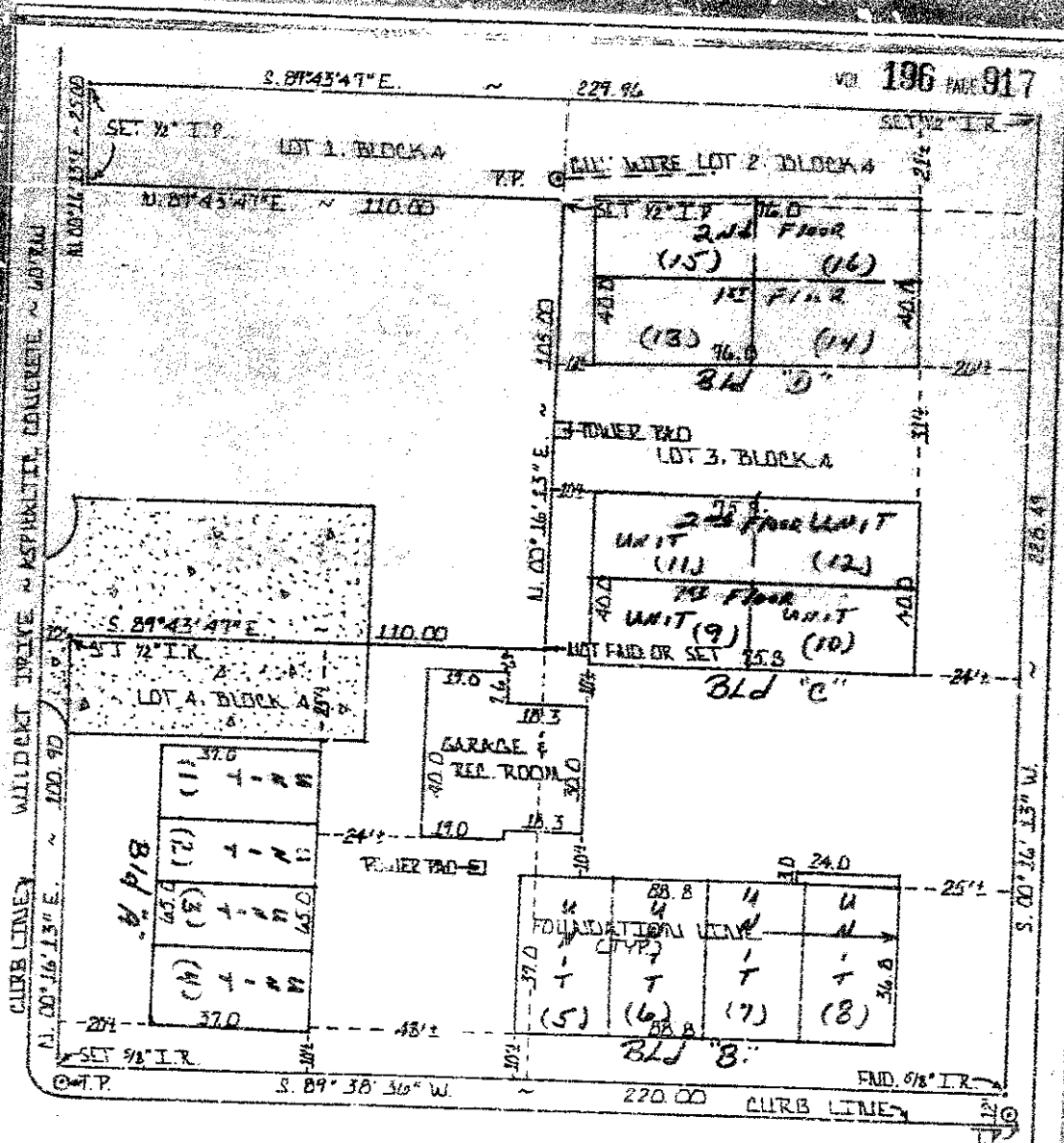
Approved:

Deschutes County Assessor

W. J. Bond June 29, 1973.

Deschutes County Tax Collector

H. C. Shole
July 3, 1973



LEGEND
 T.P. ~ TELEPHONE POLE
 P.P. ~ POWER POLE

I, GEORGE J. COOK, DO HEREBY CERTIFY THAT I HAVE ON THIS DAY MADE A SURVEY OF THE PREMISES DESCRIBED AS THE SOUTH 25 FEET OF LOTS 1 AND 2, LOT 3, AND THE SOUTH 100.90 FEET OF LOT 4, ALL IN BLOCK A, (CORRIGEE ADDITION), CITY OF BEND, DESCHUTES COUNTY, OREGON.

NO ENCUMBRANCES WERE ENCOUNTERED

GEORGE J. COOK ENGINEERING ASSOCIATES ENGINEERING & SURVEYING 365 E. GREENWOOD, BEND, ORE. 503-362-7454		TITLE: SURVEY FOR LITER BRILLOID DSN. G.J.C. DR. G.K.S. OK'D. S.T.C.		SCALE: 1" = 30' DATE: 6/26/73 SHEET 1 of 1	
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REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JULY 14, 1941
 GEORGE J. COOK
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STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument
most correctly was received for Record

the 2 day of July, A.D. 1923

at 2:09 o'clock P.M. and recorded

in Book 196 on Page 70 of Records

of Deschutes

ROSEMARY PATTERSON

County Clerk

By Francis L. Ballou Deputy