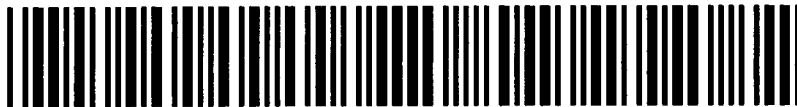


**VOL: 1999    PAGE: 34183**  
**RECORDED DOCUMENT**

**STATE OF OREGON**  
**COUNTY OF DESCHUTES**



\*1999-34183    \* Vol-Page

Printed: 07/12/1999 16:06:48

**DO NOT REMOVE THIS CERTIFICATE**

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received  
and duly recorded in Deschutes County records:

DATE AND TIME:        Jul. 12, 1999; 4:06 p.m.

RECEIPT NO:            8422

DOCUMENT TYPE:        ByLaws,  
                                  Declarations

FEE PAID:                \$55.00

NUMBER OF PAGES:    10

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

**MARY SUE PENHOLLOW**  
**DESCHUTES COUNTY CLERK**

99-34183-1

**DECLARATION SUBMITTING**  
**SHEVLIN RIVERFRONT CONDOMINIUMS**  
**TO CONDOMINIUM OWNERSHIP**

WHEREAS, the undersigned Declarant desires to submit the property described in this Declaration, together with all improvements now existing, to the provisions, restrictions and limitations of the Oregon Condominium Act, ORS 100.005 through ORS 100.625.

NOW, THEREFORE, it is declared as follows:

**SECTION 1. DEFINITIONS.**

As used herein, the term

a. "Association of Unit Owners" means all the unit owners acting as a group through an unincorporated association in accordance with this Declaration and the By-laws of the Shevlin RiverFront Condominium Association of Unit Owners.

b. "Common Expenses" means expenses of administration, maintenance, repair or replacement of the common elements, including deposits in the working capital fund and reserve fund, together with such expenses agreed upon as common by the Association of Unit Owners in the manner provided in the By-laws.

c. "Eligible Mortgage Holder" means a holder of a first mortgage on a unit who has requested notice of certain matters from the Association of Unit Owners in accordance with Section 803.08M of the FNMA Conventional Home Mortgage Selling Contract Supplement.

d. "Manager" means the person or firm hired by the board of directors of the Association of Unit Owners to be in charge of the administration of and to manage the property.

e. "Property" means the land, all buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto which are hereby submitted to the provisions of the Oregon Condominium Act.

**SECTION 2. NAME OF THE PROPERTY.**

The property subject to this Declaration shall be known by the name of **Shevlin RiverFront Condominiums**.

1 - CONDOMINIUM DECLARATION

(P:\DATA\SRS\CLIENTS\T-Z\Tennant\Tennant3.002)

*Return to: Mike Tennant  
Tennant Developments  
516 SW 13th St. Suite A  
Beav, OR 97002*

**SECTION 3. DESCRIPTION OF THE PROPERTY.**

This Declaration submits to the provisions, restrictions and limitations of the Oregon Condominium Act, the land owned in fee simple and described on Exhibit "A", attached hereto, together with the units described and all other improvements of **Shevlin RiverFront Condominiums**.

**SECTION 4. GENERAL DESCRIPTION OF THE UNITS.**

There is a total of not more than four (4) units. The four units are situated in one structure, which is a two-story wood frame structure. The dividing walls between adjoining outdoor covered decks are not part of the units. The unit designation, description, location and approximate area of the units are indicated on the plat recorded simultaneously with this Declaration. The units are bounded by the perimeter walls, floors and ceilings, exclusive of any common elements. All doors, door frames, windows, window frames, and nonloadbearing walls within a unit are part of the unit. All lath, furring, wallboard, plaster board, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces are a part of the unit. All other portions of the walls, floors or ceilings are part of the common elements.

Units 1, 2, 3 and 4 are located in one building. The building is two stories. Unit 1 has two stories and a (413.7 Sq. Ft.) garage which is part of the unit. The first floor of Unit 1 contains 895 square feet and the second floor of Unit 1 contains 659.6 square feet. Unit 2 is on the second floor above its garage (396.2 Sq. Ft.) which is part of the unit. It contains 721.5 square feet. Similarly, Unit 3 is on the second floor above its (396.2 Sq. Ft.) garage which is part of the unit. Unit 3 contains 721.5 square feet. Unit 4 is similar to Unit 1 in that it is a two-story unit with 895 square feet on the first floor and 659.6 square feet on the second floor, with its (413.7 Sq. Ft.) garage which is part of the unit.

**SECTION 5. COMMON ELEMENTS.**

a. The general common elements shall consist of all portions of the property not part of a unit or a limited common element, including all the above-described property; all foundations, columns, girders, beams and supports; fireplace chimneys except for fireplace chimney flues; all stairs and corridors, except stairs within units having more than one story; all exterior walls of the buildings in which the units are situated and all walls and partitions separating units from other units or stairs, together with the dividing walls between adjoining outdoor covered decks; roofs, parking areas, driveways, walkways, landscaping, recreational and other facilities (if any), and utilities and all the appurtenances thereto; and all other elements of a building necessary or convenient to its existence, maintenance and safety, or normally in common use.

b. The limited common elements includes the exterior decks and porches attached to each individual unit all of which are appurtenant to the unit to which they are attached.

**SECTION 6. PERCENTAGE OF INTEREST IN COMMON ELEMENTS.**

Each unit in **Shevlin RiverFront Condominiums**, shall have an equal 1/4th interest in the common elements. Interests in common elements are to be allocated to units on an equal basis. Such undivided interest in the common elements shall not be separated from the unit to which it appertains and shall be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

The common elements shall remain undivided, and no unit owner may bring any action for partition or division of any part thereof while the property is subject to this Declaration. Any covenant to the contrary is void.

**SECTION 7. OWNERSHIP TO BE FEE SIMPLE.**

Each individual unit, together with its undivided interest in the common elements shall be owned in fee simple by the unit owner and may be individually conveyed and encumbered and be the subject of ownership, possession, sale or other disposition as though it were solely and entirely independent of the other units, and the individual titles and interest shall be recordable. Each unit owner shall be entitled to the exclusive ownership, possession and enjoyment of his unit.

**SECTION 8. TAXATION OF UNITS.**

Each unit, with its allocation of undivided interest in the common elements shall be considered a parcel of real property subject to separate assessment and taxation by any taxing unit in like manner as other parcels of real property as required by ORS 100.555. The common elements shall not be considered a parcel for purposes of taxation.

**SECTION 9. VOTING RIGHTS.**

One vote shall be allocated to each unit.

**SECTION 10. ASSOCIATION OF UNIT OWNERS.**

a. Organization; Adoption of Bylaws. Upon the execution and recording of this Declaration, the Association shall be organized to serve as a means through which the unit owners may take action with regard to the administration, management and operation of the condominium. Declarant shall simultaneously adopt and record Bylaws for the Association.

b. Membership; Board of Directors. Each unit owner shall be a member of the Association, and membership therein shall be limited to unit owners only. The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws.

c. Powers and Duties of the Association. The Association shall have such powers and duties as may be granted to it by the Oregon Condominium Act, together with such additional powers and duties contained in this Declaration and the Bylaws.

d. Management Agreements, Contracts and Leases. The Board of Directors, including the interim Board of Directors, shall have the right to contract with a professional Manager or management firm to manage the affairs of the Association. However, if entered into prior to the turnover meeting of the condominium, no management agreement, service contract or employment contract which is directly made by or on behalf of the Association, the Board of Directors or the unit owners as a group shall be in excess of three years and any such agreement may be terminated without penalty by the Association or the Board of Directors upon not less than thirty (30) days written notice to the other party given not later than sixty (60) days after the turnover meeting.

#### **SECTION 11. MAINTENANCE, IMPROVEMENT AND INTENDED USE OF UNITS.**

a. Subject to ORS 100.535, a unit owner shall make no repair or alteration or perform any other work on the owner's unit, including but not limited to any exterior maintenance, landscaping, exterior changes or additions, or which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament, unless the consent of the board of directors and the consent of all other unit owners affected is first obtained. The units are intended to be used as residential living quarters.

#### **SECTION 12. MANAGEMENT OF AFFAIRS OF ASSOCIATION OF UNIT OWNERS.**

Subsequent to the turnover meeting to be held in accordance with the By-laws, the affairs of the Association of Unit Owners shall be managed by a board of directors and by officers consisting of a Chairman, a Secretary and a Treasurer. Prior to the turnover meeting, the affairs of the Association of Unit Owners shall be managed by Declarant as provided in Section 22. The board of directors shall adopt administrative rules and regulations governing the 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 or firm to act as manager of the Property. Any such agreement shall provide for a term of three years and may be terminated, with or without cause, upon 90 days' notice to all parties affected.

#### **SECTION 13. ADOPTION OF BY-LAWS.**

The undersigned owner of the Property, subject to this Declaration, will adopt By-laws pursuant to the requirements of the Oregon Condominium Act, to govern the administration of the Property.

**SECTION 14. COMPLIANCE WITH BY-LAWS AND OTHER RESTRICTIONS.**

Each unit owner shall comply with the By-laws 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 therewith shall be grounds for an action maintainable by the Association of Unit Owners or by an aggrieved unit owner, in addition to other sanctions which may be provided by the By-laws or by the administrative rules and regulations. Unit owners shall have similar rights of action against the Association of Unit Owners.

**SECTION 15. PERSON TO RECEIVE SERVICE OF PROCESS IN CERTAIN CASES.**

Service of process in any action relating to the common elements or to more than one unit in cases provided in subsection (1) of ORS 100.550 shall be made upon: **Michael J. Tennant**, or the designated agent named in the Condominium Information Report which will be filed with the Real Estate Agency in accordance with ORS 100.250(1).

**SECTION 16. EASEMENTS AND OTHER INTERESTS.**

The Association of Unit Owners, pursuant to ORS 100.405(5), has the authority to execute, acknowledge, deliver and record on behalf of the unit owners, permits, easements, rights-of-way, licenses and other similar interests affecting the general common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property. The granting of any interest pursuant to this Section 17 shall be first approved by at least 75 percent of the unit owners. The instrument granting an interest pursuant to this Section 17 shall be executed and acknowledged by the Chairman and Secretary and shall state that such granting was approved by at least 75 percent of the unit owners.

**SECTION 17. LIEN OF ASSOCIATION AGAINST UNIT.**

The board of directors shall have the authority and the duty to levy and enforce the collection of general and special assessments for Common Expenses. Whenever the Association of Unit Owners levies any assessment for common expenses against a unit, the Association of Unit Owners, upon complying with this section, shall have a lien upon the individual unit and the undivided interest in the common elements appertaining to such unit for the reasonable value of such common expenses allocable to such unit and for any unpaid assessments and interest as provided in ORS 100.450(2)(b), plus costs and reasonable attorneys' fees, and the lien shall be prior to all other liens or encumbrances upon the unit, except:

- a. Tax and public improvement assessment liens, and
- b. A first mortgage or trust deed of record.

Each assessment shall be a separate and personal debt and obligation of the unit owner against whom the same is assessed at the time the assessment fell due and shall be collectible as such. Such personal obligation shall not pass to successors in title unless assumed by them or required by law. The board of directors shall cause to be filed a notice of lien claim pursuant to ORS 100.450 with respect to any assessment which has not been paid within 30 days from the mailing of the notice of assessment. The notice of lien claim shall be filed within 10 days following the expiration of such 30 day period. The Association of Unit Owners shall be entitled to recover, in any suit to foreclose or action to recover a money judgment for unpaid common expenses, interest on the delinquent assessment at the rate of ten percent per annum and costs, including reasonable attorneys' fees in such suit or action, or any appeal therefrom.

A lien for common expense assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage or trust deed shall extinguish a subordinate lien for assessments which become payable prior to such sale or transfer. Any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit from the lien of, an assessment made thereafter.

In case of foreclosure, the unit owner shall be required to pay a reasonable rental for the unit; and the plaintiff in the foreclosure suit shall be entitled to the appointment of a receiver to collect the rental, without regard to the value of the security. An action to recover a money judgment, together with reasonable attorneys' fees for unpaid common expenses, may be maintained without foreclosing or waiving the lien securing the claim for common proceeds.

#### **SECTION 18. POWER OF PROPERTY MANAGER TO BID AT FORECLOSURE SALE.**

In any suit to foreclose a lien of the Association of Unit Owners against a unit, the board of directors or the manager, acting on behalf of the unit owners, shall have power to bid on the unit at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The board of directors or the manager, acting on behalf of the unit owners, is prohibited from bidding on or otherwise acquiring a unit in any other foreclosure suit.

#### **SECTION 19. EASEMENTS FOR ENCROACHMENT.**

If any part of the common elements now or hereafter encroaches upon any unit or if any unit now or hereafter encroaches upon any other unit or upon any portion of the common elements, an easement for such encroachment and the maintenance thereof, as long as it continues, shall exist. In the event a unit or a building containing units shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the common elements upon any unit, any unit upon any other unit, or upon any portion of the common elements due to the construction shall be permitted as set forth in ORS 100.520; and easements for such encroachments and the maintenance thereof shall exist.

**SECTION 20. MORTGAGE PROTECTION.**

The liens created hereunder upon any unit shall be subject to and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage or deed of trust (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Section 19 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as unit owner after the date of such foreclosure sale, which said lien, if any is claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this section shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

**SECTION 21. LIMITS ON USE OF UNITS AND COMMON ELEMENTS.**

Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the project without the prior written consent of the board of directors. No owner shall permit anything to be done or kept in his unit which will result in the cancellation of the insurance on any part of the project. The board of directors shall have the power to adopt rules and regulations for use of the common elements and there shall be no violation of such rules.

**SECTION 22. ADMINISTRATIVE CONTROL.**

A. Until the date of conveyance, to persons other than Declarant, of 75 percent of the units or until three (3) years following conveyance of the first unit:

1. Declarant may appoint and remove officers and members of the board of directors of the Association of Unit Owners;
2. Declarant shall have three votes with respect to each unit owned by it, notwithstanding the provisions of Section 9;
3. Declarant shall have the right to exercise all the powers of the board of directors under this Declaration and the Oregon Condominium Act, except that Declarant may not bind the Association of Unit Owners, prior to passage of control, either directly or indirectly to contracts or leases, including a management contract, unless the Association of Unit Owners is provided with a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than 90 days' notice to the other party thereto;



4. This Declaration and the By-laws shall not be amended without Declarant's consent; and

5. Declarant shall have the right to occupy the common elements in connection with its construction activities so long as such activities do not unreasonably interfere with use of the common elements by other unit owners.

### **SECTION 23. AMENDMENT.**

Except as otherwise provided in the Oregon Condominium Act, no amendment may change the allocation of undivided interest in the common elements, method of determining liability for common expenses, right to common profits or voting rights of any unit as expressed in this Declaration unless such amendment has been approved by the owners of the affected units, and such unit owners shall record an amendment to this Declaration setting forth the altered percentage of each unit owner having an interest and the amendment is approved by the Real Estate Commissioner if required by law.

This Declaration may not be amended to diminish any special declarant right without the prior written consent of Declarant.

Except as hereinabove provided, this Declaration may be amended consistent with the provisions of the Oregon Condominium Act by the affirmative vote of 75 percent of the voting rights at the annual meeting of the Association of Unit Owners, or at any special meeting called for such purpose, or by written proxy or written consent of 75 percent of the voting rights. Such amendment shall be effective upon the recordation of an instrument executed and acknowledged by the Chairman and Secretary of the Association of Unit Owners with the Deschutes County Recording Officer, setting forth such amendment in full and the amendment is approved by the Real Estate Commissioner if required by law.

In addition to the above requirements and except for amendments to this Declaration or the By-laws or termination of the Property made as a result of destruction, damage or condemnation pursuant to Section 22 herein. The approval of Eligible Mortgage Holders holding mortgages on at least 67 percent of units subject to Eligible Mortgage Holder mortgages shall be required to terminate the legal status of the Property as a condominium or to add or amend any material provisions of the Declaration or By-laws which establish, provide for, govern or regulate any of the following: voting; assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the common elements (or units if applicable); insurance or fidelity bonds; rights to use of the common elements; responsibility for maintenance and repair of the several portions of the Property; expansion or contraction of the Property or the addition, annexation or withdrawal of real or personal property to or from the Property; boundaries of any unit; the interests in the general or limited common elements; convertibility of units into common elements or of common elements into units; leasing of units; imposition of any right of first refusal

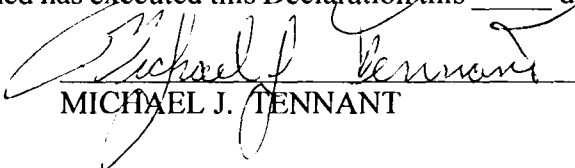
or similar restriction on the right of a unit owner to sell, transfer or otherwise convey his or her unit; and any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or eligible insurers or guarantors of first mortgages on units.

For purposes of the foregoing paragraph, an addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have approved such request.

#### SECTION 24. TIME SHARE PLAN.

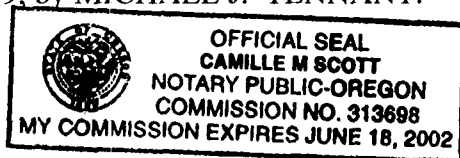
No unit shall be used in connection with a time share plan as that term is defined in the Administrative Rules of the Oregon Real Estate Commissioner or in the statutes of the state of Oregon. The creation of a time share plan involving any portion of the Property is prohibited.

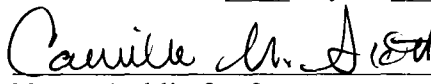
IN WITNESS WHEREOF the undersigned has executed this Declaration this 10 day of June, 1999.

  
MICHAEL J. TENNANT

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 10 day of June, 1999, by MICHAEL J. TENNANT.




  
Notary Public for Oregon  
My Commission Expires: 6.18.02

  
COUNTY ASSESSOR

  
COUNTY TAX COLLECTOR

The foregoing Declaration is approved pursuant to ORS 100.110 this 7th day of July, 1999, and in accordance with ORS 110.110(7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.

SCOTT W. TAYLOR  
Real Estate Commissioner

By:   
Marge Robinson

BEGINNING AT THE INITIAL POINT (MONUMENTED BY A 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED W&H PACIFIC) AT THE NORTHEAST CORNER OF LOT 22 OF THE REPLAT OF SHEVLIN RIVERFRONT AS RECORDED IN THE DESCHUTES COUNTY SURVEYOR'S RECORDS AS CS 13364, WHICH BEARS SOUTH 10°48'57" WEST, 369.32 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 5 AND 6 OF TOWNSHIP 18 SOUTH RANGE 12 EAST, WILLAMETTE MERIDIAN, THENCE SOUTH 01°56'24" WEST, 43.84 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37°39'04", AN ARC LENGTH OF 65.71 FEET (THE CHORD OF WHICH BEARS SOUTH 20°45'56" WEST, 64.54 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 39°35'28" WEST, 23.59 FEET; THENCE NORTH 50°24'32" WEST, 69.50 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 50°24'32", AN ARC DISTANCE OF 87.98 FEET, (THE CHORD OF WHICH BEARS NORTH 25°12'16" WEST, 85.17 FEET) TO A POINT OF TANGENCY; THENCE NORTH 00°00'00" WEST, 10.34 FEET THENCE SOUTH 85°51'31" EAST, 129.56 FEET TO THE POINT OF BEGINNING.