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DECLARATION SUBMITTING  
ST. CLAIR PLACE CONDOMINIUM  
TO CONDOMINIUM OWNERSHIP

KNIGHT AND COMPANY, LLC

DECLARANT

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**DECLARATION SUBMITTING  
ST. CLAIR PLACE CONDOMINIUM  
TO CONDOMINIUM OWNERSHIP**

**THIS DECLARATION**, pursuant to the provisions of the Oregon Condominium Act, is made and executed this 13<sup>th</sup> day of February 2003, by **KNIGHT AND COMPANY, LLC**, an Oregon limited liability company ("Declarant").

Declarant proposes to create a condominium to be known as St. Clair Place Condominium, which will be located in the City of Bend, Deschutes County, Oregon. The purpose of this Declaration is to submit the property described in Article 2 below to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act.

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

**ARTICLE 1.**

**DEFINITIONS**

When used in this Declaration the following terms shall have the following meanings:

1.1     **"Association"** means the association of unit owners established pursuant to Article 14 below.

1.2     **"Bylaws"** means the Bylaws of the St. Clair Place Condominium Association adopted pursuant to Section 14.4 below as the same may be amended from time to time.

1.3     **"Condominium"** means all of that property submitted to the condominium form of ownership by this Declaration.

1.4     **"Declarant"** means Knight and Company, LLC, an Oregon limited liability company, and its successors and assigns.

1.5     **"Declaration"** means this Declaration as the same may hereafter be amended.

1.6     **"Plat"** means the plat of St. Clair Place Condominium recorded simultaneously with the recording of this Declaration.

1.7     **Incorporation by Reference.** Except as otherwise provided in this Declaration, each of the terms defined in ORS 100.005, a part of the Oregon Condominium Act, shall have the meanings set forth in such section.

## ARTICLE 2.

### SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The property submitted to the Oregon Condominium Act by this Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The land submitted is located in the City of Bend, Deschutes County, Oregon, and is more particularly described in the attached **Exhibit "A."** The property submitted includes the land so described, all buildings, improvements and structures, all easements, and rights and appurtenances located on, belonging to or used in connection with such land.

## ARTICLE 3.

### NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "**St. Clair Place Condominium.**"

## ARTICLE 4.

### UNITS

4.1 **General Description of Buildings.** The Condominium contains one building. The building contains three stories with a partial crawl space. The building is of wood, steel frame and masonry construction with E.I.F.S stucco and brick facade siding, and contains a single ply membrane roof.

4.2 **General Description, Location and Designation of Units.** The Condominium consists of six units: four non-residential (Units 101, 102, 103, and 201); and two residential (Units 301 and 302). The designation, location, description of boundaries and area in square feet of each unit are shown on the Plat and the attached Exhibit "B."

4.3 **Boundaries of Units.** Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim. The unit shall include all lath, furring, wallboard and/or gypboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces, except those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the Condominium. 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 and communications service lines, including but not limited to power, light, gas, hot and cold water, heating, refrigeration, air conditioning and waste disposal, security, cable television and telephone, within the boundaries of the unit, but shall not include any part of such lines or ducts themselves.

## **ARTICLE 5.**

### **GENERAL COMMON ELEMENTS**

The general common elements consist of all portions of the Condominium that are not part of a unit or a limited common element, including, but not limited to, the following:

- 5.1 The land and grounds.
- 5.2 Pipes, ducts, flues, chutes, conduits, wires and other utility and communications installations to their outlets.
- 5.3 Roofs, skylights, elevator, foundations, subfloors, bearing and shear walls, perimeter walls, beams, columns and girders to the interior surfaces thereof.
- 5.4 All other elements of the building and the Condominium necessary or convenient to their existence, maintenance and safety, or normally in common use, except as may be expressly designated in this Declaration as part of a unit or a limited common element.

## **ARTICLE 6.**

### **LIMITED COMMON ELEMENTS**

The following shall constitute limited common elements of the Condominium:

- 6.1 The second floor to the third floor of the stairway located on the eastern side of the building, the equal use of which, except for the access and maintenance easements granted in the Plat, is reserved exclusively for Units 301 and 302.
- 6.2 The third floor lobby, the equal use of which, except for the access and maintenance easements granted in the Plat, is reserved exclusively for Units 301 and 302.
- 6.3 Those closets contained within the third floor lobby which, except for the access and maintenance easements granted in the Plat, are reserved exclusively for the units hereinafter designated: Closet Unit 301 as shown on the Plat – Unit 301; Closet Unit 302 as shown on the Plat – Unit 302.
- 6.4 Those private decks as shown on the Plat which adjoin Units 301 and 302 which, except for the access and maintenance easements granted in the Plat, are reserved exclusively for the unit to which each pertains.

## ARTICLE 7.

### ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each unit will be entitled to the following undivided ownership interest in the common elements based upon the square footage of each unit in relation to the square footage of all units:

Unit 101 – 2.559 percent

Unit 102 – 3.030 percent

Unit 103 – 39.170 percent

Unit 201 – 43.041 percent

Unit 301 – 5.625 percent

Unit 302 – 6.575 percent

100 percent

Each unit's interest in the common elements shall be inseparable from the unit and any conveyance, encumbrance, judicial sale, or other transfer, voluntary or involuntary, of an undivided interest in the common elements shall be void unless the unit to which that interest is allocated is also transferred.

## ARTICLE 8.

### COMMON PROFITS AND EXPENSES; VOTING

8.1 **Allocation of Common Profits and Expenses.** The common profits and common expenses of the Condominium shall be allocated to each unit according to the allocation of undivided interest in the common elements as set forth in Article 7 above, so that each unit shall be entitled to and bear that portion of such profits and expenses. Except upon termination of the Condominium or as otherwise provided in the Bylaws with respect to damage, destruction or condemnation, any such common profits shall be used solely for the purpose of maintaining, repairing and replacing the common elements or for other expenses or reserves of the Association. Notwithstanding the provisions of this Section 8.1 concerning the allocation of common expenses, the expenses relating to the limited common elements shall be borne only by the unit or units to whom such limited common elements are reserved. If a reservation of limited common elements is to more than one unit, such expenses shall be allocated between such units in proportion to the square footage that a particular unit bears to the total square footage of all units to whom such limited common elements are reserved.

8.2 **Allocation of Voting Rights.** Each unit owner shall be entitled to vote in the affairs of the Association and for the purposes of this Declaration. The voting authority of each

unit shall be based upon the square footage of each unit, as set forth on **Exhibit "B,"** in relation to the square footage of all of the units, also set forth on **Exhibit "B,"** within the Condominium. The method of voting shall be as specified in the Bylaws.

## **ARTICLE 9.**

### **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 Real Estate Agency in accordance with ORS 100.250(1).

## **ARTICLE 10.**

### **USE OF PROPERTY**

Units 301 and 302 are to be used exclusively for residential purposes as described in the Bylaws. Units 101, 102, 103 and 201 are to be used for non-residential purposes as described in the Bylaws. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each unit owner shall be bound by each of such documents.

## **ARTICLE 11.**

### **MAINTENANCE OF COMMON ELEMENTS**

The necessary work to maintain, repair or replace the common elements shall be the responsibility of the board of directors of the Association and shall be carried out as provided in the Bylaws.

## **ARTICLE 12.**

### **EASEMENTS**

12.1 **In General.** Each unit has an easement in and through each other unit and the common elements for all support elements and utility, wiring, heat, plumbing, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each unit and all the common elements are specifically subject to easements as required for the electrical wiring and plumbing for each unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common elements reserved by law. Each unit owner has an unrestricted right of ingress and egress to his, her or its unit. This right is perpetual and passes with the ownership of the unit.

12.2 **Encroachments.** Each unit and all common elements shall have an easement over all adjoining units and common elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs,

settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection as long as the physical boundaries of the units are in substantial accord with the description of those boundaries that appears in the Declaration. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and the rights and obligations of owners shall not be altered in any way by the encroachment. This provision does not relieve a unit owner of liability in the case of willful misconduct of the unit owner, or relieve Declarant or any contractor, subcontractor or materialman from any liability as a result of failure to adhere to the Plat. The encroachments described in this Section 12.2 shall not be construed to be encumbrances affecting the marketability of title to any unit.

12.3 **Granting of Easements by Association.** Pursuant to ORS 100.405(5), the Association, upon prior approval of 75 percent of the voting power of the unit owners, may grant, execute, acknowledge, deliver and record on behalf of the unit owners leases, easements, rights-of-way, licenses, and similar interests in excess of two years affecting the common elements. Any such instrument shall be executed and acknowledged by the chairperson and secretary of the Association. No such interest may be granted with regard to a limited common element unless the owners and mortgagees of the units having the right to use such limited common element consent to and join in the instrument granting the interest.

12.4 **Right of Entry.** The board of directors of the Association, managing agent, manager or any other person authorized by the board of directors shall have the right to enter any unit and limited common element in the case of an emergency originating in or threatening such unit or other condominium property, whether or not the owner is present at the time. Such persons shall also have the right to enter any unit and limited common element for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

12.5 **Easements for Declarant.** Declarant and Declarant's agents, successors and assigns shall have an easement over, through and upon the common elements as may be reasonably necessary for the purpose of completing or making repairs to existing structures for the purpose of carrying out sales and rental activities necessary or convenient for the sale or rental of units and for the purpose of discharging any other obligation of Declarant or exercising any other special Declarant right, whether arising under the Oregon Condominium Act or reserved in this Declaration or the Bylaws.

## ARTICLE 13.

### **ASSOCIATION OF UNIT OWNERS**

13.1 **Organization.** Upon the recording of this Declaration an association of unit owners 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. The name of

this association shall be "St. Clair Place Condominium Association," and the Association shall be an Oregon nonprofit corporation.

13.2 **Membership; Board of Directors.** Each unit owner shall be a member of the Association. The affairs of the Association shall be governed by a board of directors as provided in the Bylaws.

13.3 **Powers and Duties.** The Association shall have such powers and duties as may be granted to it by the Oregon Condominium Act, including each of the powers set forth in ORS 100.405(4), together with such additional powers and duties afforded it by this Declaration or the Bylaws.

13.4 **Adoption of Bylaws, Declarant Control of Association.** Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association, which Bylaws are attached as Exhibit "C." Declarant specifically reserves the right to control the Association by appointing the interim directors of the Association until the organizational and turnover meeting of the Association has been held and the unit owners have elected regular directors as provided in Sections 2.2 and 3.3 of the Bylaws. In addition, Declarant shall have the right to consent to any amendment to the Declaration or the Bylaws as provided in Section 14.2 below and Section 9.2 of the Bylaws.

## ARTICLE 14.

### **AMENDMENT**

14.1 **How Proposed.** Amendments to the Declaration shall be proposed by either a majority of the board of directors or by unit owners holding 30 percent or more of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

14.2 **Approval Required.** Except as may otherwise be provided in this Declaration or by the Oregon Condominium Act, this Declaration may be amended if such amendment is approved by unit owners holding 75 percent of the voting rights of the Condominium. Declarant's prior written consent shall also be required so long as Declarant owns 25 percent or more of the units in the Condominium, but no such consent shall be required after three years from the date of conveyance of the first unit to a person other than Declarant. Except as otherwise permitted by the Oregon Condominium Act, no amendment may change the size, location, 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 unless such amendment has been approved by the owners and mortgagees of the affected unit. Any amendment which would limit or diminish any special Declarant rights established in this Declaration or the Bylaws shall require the written consent of Declarant.

14.3 **Recordation.** The amendment shall be effective upon recordation in the Deed Records of Deschutes County, Oregon, of the Declaration as amended or of the amendment thereto, certified to by the chairperson and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Oregon Condominium Act, and approved by the county assessor and the Real Estate Commissioner if such approvals are required by the Oregon Condominium Act.

## **ARTICLE 15.**

### **SEVERABILITY**

Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the Bylaws.

## **ARTICLE 16.**

### **APPLICABILITY**

Each unit owner, including Declarant as to any unsold unit, shall be subject to all of the rights and duties assigned to unit owners under the terms of the Declaration and Bylaws.

## **ARTICLE 17.**

### **RELOCATION OF UNIT BOUNDARIES**

Notwithstanding any approval required or authorized by the Oregon Condominium Act, no boundary to Unit 301 or Unit 302 may be modified, relocated or eliminated by an amendment to this Declaration without the approval of Declarant.

## **ARTICLE 18.**

### **RESTRICTION ON TRANSFER**

The disposition of Unit 301 ("Residential Unit One") and Unit 101 ("Garage Unit One"), and Unit 302 ("Residential Unit Two") and Unit 102 (Garage Unit Two"), are restricted as set forth herein. The title to Residential Unit One and Garage Unit One must be at all times held by the same person or entity, as the case may be, and the disposition of either Residential Unit One or Garage Unit One may not occur without the disposition of the other such unit to the same party in the same transaction. Further, the title to Residential Unit Two and Garage Unit Two must be at all times held by the same person or entity, as the case may be, and the disposition of either Residential Unit Two or Garage Unit Two may not occur without the disposition of the other such unit to the same party in the same transaction.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first set forth above.

KNIGHT AND COMPANY, LLC, an  
Oregon limited liability company

By

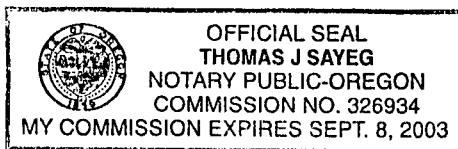
  
Douglas G. Knight, Sole Member


STATE OF OREGON

County of Deschutes

)  
)ss.  
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The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February, 2003, by Douglas G. Knight, sole member of Knight and Company, LLC, an Oregon limited liability company, on its behalf.



  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 9/8/03  
Commission No.: 326934

The foregoing Declaration is approved this 18<sup>th</sup> day of March, 2003.

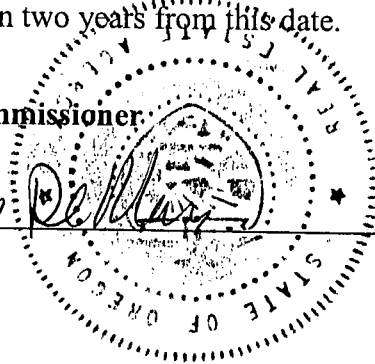
**ASSESSOR AND TAX COLLECTOR  
FOR DESCHUTES COUNTY**

By *[Signature]*

The foregoing Declaration is approved pursuant to ORS 100.110 this 25<sup>th</sup> day of February, 2003, and in accordance with ORS 100.110 (7), this approval shall automatically expire if this Declaration is not recorded within two years from this date.

**Real Estate Commissioner**

By *[Signature]*



**Exhibit "A"**

**Legal Description**

Lots 5 and 6, Block 15, Bend, in a portion of the Southeast One-Quarter (SE1/4) of Section 32, Township 17 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the westerly most corner of said Lot 6; thence along the westerly boundary lines of said Lots 5 & 6, North 38° 34' 00" East a distance of 99.97 feet to the westerly most corner of said Lot 5; thence along the northerly boundary line of said Lot 5, South 51° 26' 00" East a distance of 140.00 feet to the easterly most corner of said Lot 5; thence along the easterly boundary lines of said Lots 5 & 6, South 38° 34' 00" West a distance of 99.97 feet to the southerly most corner of said Lot 6; thence along the southerly boundary line of said Lot 6, North 51° 26' 00" West a distance of 140.00 feet to the point of beginning, the terminus of this description, containing 13,996 square feet, more or less.

**Exhibit "B"**

**Unit Square Footages**

<b><u>UNIT SQUARE</u></b>	<b><u>SQUARE FOOTAGE*</u></b>
101	571
102	676
103	8,739
201	9,603
301	1,255
302	1,467

**\*NOTE:** Square footage's will vary based upon final measurements of surveyor in connection with preparation of condominium plat. Such measurements will be done on a condominium plat basis and will differ from the above "architectural" measurements.