

# PLAT DOCUMENT #

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2006-025321



\$171.00

00797453200600253210010018

04/14/2006 09:02:16 AM

RPR-SUBD Cnt=1 Stn=6 CASHIER 07

\$150.00 \$10.00 \$11.00

This document is a  
CONDOMINIUM

Three Eighty Q Street Condominiums

Owners: Watson-Alberts, LLC

Dedicatee: City of Springfield  
Twn. 17S Rng. 3W Sec. 26

## LANE COUNTY DEEDS & RECORDS

13 - Units

5 - Stickers

2 - Res. Numbers

AFTER RECORDING RETURN TO:  
Lane County Surveyor's Office

**THREE EIGHTY Q STREET CONDOMINIUMS  
FOR WATSON-ALBERTS, LLC  
SIGNATURE PAGE  
NW 1/4, SEC. 26, T17S, R3W, W. M.  
SPRINGFIELD, LANE COUNTY, OREGON  
DATE: NOVEMBER 7, 2006**

<b>RECORDED</b> DATE: 11/07/06 COUNTY CLERK BY: <i>[Signature]</i>	LANE COUNTY SURVEYORS OFFICE C.S. FILE NO. _____ FILING DATE _____ Division of Chief County Clerk Lane County Bonds and Records 8171.00 04/16/2006 09:02:18 AM 8380.00 810.00 811.00
---	---

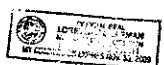
**SURVEYOR'S CERTIFICATE:**

I, LAWRENCE B. OLSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, BEING DULY SWORN ON OATH, SAY THAT I HAVE CAUSED TO BE SURVEYED AND MARKED WITH PROPER MONUMENTS, THE PLAT AS SHOWN HEREIN AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 2 OF LAND PARTITION PLAT NO. 2001-11430, FILED JANUARY 17, 2001 AS COUNTY SURVEY FILE 38000 IN LANE COUNTY OFFICIAL RECORDS, SAID POINT BEING THE INITIAL POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE FOLLOWING ALONG THE NORTH LINE OF SAID PARTITION EAST 337.82 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE EASTERLY LINE OF SAID PARTITION SOUTH 294.61 FEET TO THE NORTH RIGHT OF WAY LINE OF "D" STREET; THENCE ALONG THE NORTH RIGHT OF WAY LINE WEST 132.82 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 174.00 FEET; THENCE WEST 100.00 FEET; THENCE NORTH 125.81 FEET TO THE POINT OF BEGINNING, ALL BEING IN SPRINGFIELD, LANE COUNTY, OREGON.

I, LAWRENCE B. OLSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT FULLY AND ACCURATELY DEPICTS THE BOUNDARIES OF THE LOTS AND THAT CONSTRUCTION OF THE 3-STORY BUILDING, BEING SUBMITTED AS DEPICTED ON THIS PLAT, HAVE BEEN COMPLETED.

*[Signature]*  
LAWRENCE B. OLSON



SUBSCRIBED AND SWORN TO BEFORE ME THIS 5<sup>th</sup> day of April, 2006.

*[Signature]*  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES: 11/30/09

**NARRATIVE:**

THIS SURVEY WAS PERFORMED AT THE REQUEST OF THE OWNERS LISTED IN THE DECLARATION FOR THE PURPOSE OF PLATING THE CONDOMINIUM UNITS SHOWN HEREON. THE BASIS OF BEARINGS FOR THIS WORK IS THE MOST NORTHERLY 1/4" LINE, AND WAS ESTABLISHED BY TWO FOUND 3/8" IRON RODS AND THE LINE BETWEEN WHICH HELDS BEARING AND DISTANCE. THE BOUNDARY ESTABLISHED FOR THIS PARTITION IS A RETRACEMENT OF PARCELS 1 AND 2 COUNTY SURVEY FILE #38000, WHILE HOLDING FOUND MONUMENTATION AS SHOWN ON THE PLAT.

**SIMULTANEOUS RECORDINGS:**

**DECLARATION OF UNIT OWNERSHIP:**

DECLARATION OF UNIT OWNERSHIP FOR THREE EIGHTY Q STREET CONDOMINIUMS, WAS RECORDED 11/07/06, RECEPTION NO. 83800-206222, LANE COUNTY OFFICIAL RECORDS.

**CONDOMINIUM BY-LAWS:**

CONDOMINIUM BY-LAWS FOR THREE EIGHTY Q STREET CONDOMINIUMS, WAS RECORDED 11/07/06, RECEPTION NO. 83800-206322, LANE COUNTY OFFICIAL RECORDS.

**DECLARATION:**

KNOW ALL PERSONS THAT WATSON-ALBERTS, LLC, AN OREGON LIMITED LIABILITY COMPANY, IS THE OWNER OF THE HEREIN DESCRIBED PROPERTY AND THAT IT DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF THREE EIGHTY Q STREET CONDOMINIUMS TO BE A TRUE AND CORRECT MAP OF THE LAND DESCRIBED HEREIN AND FURTHER Laid OUT BY SAID OWNER AS A CONDOMINIUM ACT, AS PRESCRIBED IN CHAPTER 100, SECTIONS 100.020 THROUGH AND INCLUDING 100.025 OF THE OREGON REVISED STATUTES AND ACKNOWLEDGES THE EXISTING EASEMENTS OF RECORD SHOWN AND REFERENCED HEREON.

*[Signature]*  
WATSON-ALBERTS, LLC  
TWO ALBERTS, MEMBER  
DATE: 4-6-06

**ACKNOWLEDGMENT:**

STATE OF OREGON )  
COUNTY OF LANE ) SS



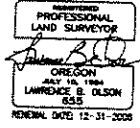
BE IT REMEMBERED THAT ON THIS 6<sup>th</sup> day of April, 2006, THESE PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE BROWN COUNTY AND STATE, THE ABOVE NAMED TWO ALBERTS, UNANNOUNCED MEMBER FOR WATSON-ALBERTS, LLC, AND KNOWN TO ME TO BE A MEMBER OR DESIGNATED AGENT OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE LIMITED LIABILITY COMPANY, BY AUTHORITY OF STATE, ITS ARTICLES OF ORGANIZATION OR ITS OPERATING AGREEMENT, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY THE ABOVE NAMED MEMBER.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICE SEAL.

*[Signature]*  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES: 11/30/09

**APPROVALS:**

LANE COUNTY ASSESSOR: *[Signature]* DATE: 4/16  
SPRINGFIELD CITY SURVEYOR: *[Signature]* DATE: APRIL 6, 2006

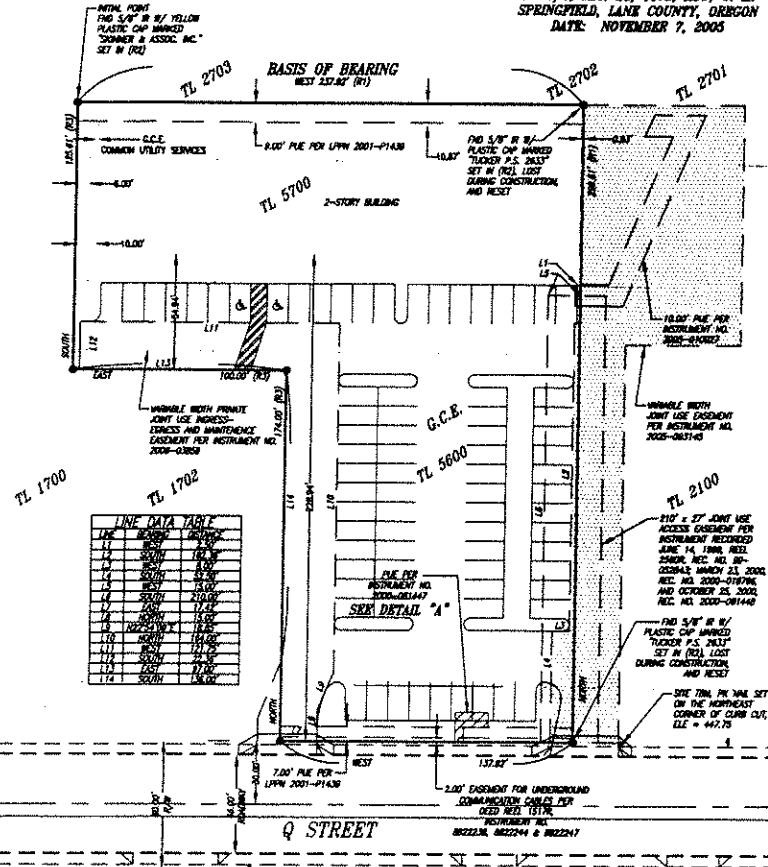


I, LAWRENCE B. OLSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, BEING DULY SWORN ON OATH, SAY THAT I HAVE CAUSED TO BE SURVEYED AND MARKED WITH PROPER MONUMENTS, THE PLAT AS SHOWN HEREIN AND DESCRIBED AS FOLLOWS:

Q. ST. SPRINGFIELD, OR 97477 (541) 302-9790

# THREE EIGHTY Q STREET CONDOMINIUMS FOR WATSON-ALBERTS, LLC PLAT BOUNDARY AND UNIT LOCATION NW 1/4, SEC. 20, T17S, R23W, W. M. SPRINGFIELD, LANE COUNTY, OREGON DATE: NOVEMBER 7, 2005

<p><b>RECORDED</b> DATE: <i>Nov 2005</i> COUNTY: <i>LANE</i></p>	<p>LANE COUNTY SURVEYORS OFFICE C.S. FILE NO. _____ FILING DATE _____</p> <p>Division of Chief Deputy Clerk Lane County Deeds and Records 706-4521 5171.00 04/14/2006 08:32:16 AM SPRINGFIELD, OREGON 898-6800 Contact Email: <a href="mailto:deeds@lane.or.gov">deeds@lane.or.gov</a> 810.00 810.00 811.00</p>
--	---



LINE	BEARING	DISTANCE
1	N 89° 59' 58" W	100.00
2	S 89° 59' 58" W	100.00
3	S 89° 59' 58" W	100.00
4	S 89° 59' 58" W	100.00
5	S 89° 59' 58" W	100.00
6	S 89° 59' 58" W	100.00
7	S 89° 59' 58" W	100.00
8	S 89° 59' 58" W	100.00
9	S 89° 59' 58" W	100.00
10	S 89° 59' 58" W	100.00
11	S 89° 59' 58" W	100.00
12	S 89° 59' 58" W	100.00
13	S 89° 59' 58" W	100.00
14	S 89° 59' 58" W	100.00
15	S 89° 59' 58" W	100.00
16	S 89° 59' 58" W	100.00
17	S 89° 59' 58" W	100.00
18	S 89° 59' 58" W	100.00
19	S 89° 59' 58" W	100.00
20	S 89° 59' 58" W	100.00
21	S 89° 59' 58" W	100.00
22	S 89° 59' 58" W	100.00
23	S 89° 59' 58" W	100.00
24	S 89° 59' 58" W	100.00
25	S 89° 59' 58" W	100.00
26	S 89° 59' 58" W	100.00
27	S 89° 59' 58" W	100.00
28	S 89° 59' 58" W	100.00
29	S 89° 59' 58" W	100.00
30	S 89° 59' 58" W	100.00

- NOTES**
- ALL AREA, EXCLUDING THE 2-STORY BUILDING, IS GENERAL COMMON ELEMENT (G.C.E.).
  - VERTICAL BOUNDARY BASED ON THE CITY OF SPRINGFIELD BEACH ON THE NORTH-SOUTH PLANE NORTHWEST CORNER OF 2ND AND Q STREETS, STAMPED "2ND Q 2002", ELEVATION = 447.21.
  - NO BUILDING, STRUCTURE, TRAIL, SWAMPY OR OTHER OBSTRUCTIONS SHALL BE PLACED ON OR IN A PUBLIC UTILITY EASEMENT.
  - THERE ARE TWO ENCROACHMENTS, INSTRUMENT RECORDED AGAINST THE 1937, BOOK 198, PAGE 357 AND INSTRUMENT RECORDED AGAINST THE 1924, BOOK 154, PAGE 146, LANE COUNTY OREGON RECORDS, THAT ENCRUMBER THE PROPERTY, BOTH ARE NOT SIZE SPECIFIC.
  - THIS PLAT IS SUBJECT TO ANY EASEMENTS AND ENCROACHMENTS CREATED BY SECTIONS 8.1, 8.2 AND 11.3 OF THE DECLARATION OF CONDOMINIUM OWNERSHIP OF THREE EIGHTY Q STREET CONDOMINIUMS.

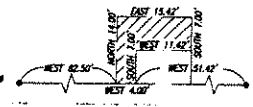
- REFERENCES**
- (PI) DATA PER LPPN 2001-11438 SURVEYOR: STEVEN E. BUCKSD
  - (PQ) DATA PER CSF 2040 SURVEYOR: IRVING R. TUCKER
  - (RS) DATA PER CSF 10725 SURVEYOR: LAWRENCE B. OLSON

- SHEET INDEX**
- PLAT BOUNDARY AND UNIT LOCATION
  - UNIT BOUNDARIES - LOWER LEVEL
  - UNIT BOUNDARIES - UPPER LEVEL
  - UNIT EASEMENTS
  - SIGNATURE PAGE

**APPLICANT/OWNER**  
WATSON-ALBERTS, LLC  
C/O TODD ALBERTS  
870 FARMWAY VIEW DR  
GARDEN, OR 97107  
541-484-4400

**SURVEYOR**  
OLSON & MORRIS  
300 Q STREET, STE 200  
SPRINGFIELD, OR 97177  
541-302-9790

- LEGEND**
- FID 5/8" x 1/4" YELLOW PLASTIC CAP MARKED "ALS 660", UNLESS OTHERWISE NOTED
  - ▲ TEMPORARY BENCH MARK
  - BOUNDARY LINE
  - LOT/PARCEL LINE
  - EXISTING EASEMENT LINE
  - ADJACENT LOT LINE
  - EXISTING BUILDING LINE
  - EXISTING VARIABLE WIDTH JOINT USE EASEMENT PER INSTRUMENT NO. 2005-081145
  - EXISTING FILE PER INSTRUMENT NO. 2000-11438
  - PUBLIC UTILITY EASEMENT
  - P.U.E.
  - LPPN LAND PROVISION PLAT NUMBER
  - N/W NORTH-OF-WAY
  - CSF COUNTY SURVEY FILE
  - G.C.E. GENERAL COMMON ELEMENT
  - L.C.E. LIMITED COMMON ELEMENT



**DETAIL "A"**  
ALS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
JAN 19, 1994  
LAWRENCE B. OLSON  
S.S.S.  
RENEWAL DATE: 12-31-2008

ASSESSOR'S MAP 17-03-20-24, TAX LOTS 5600 & 5700

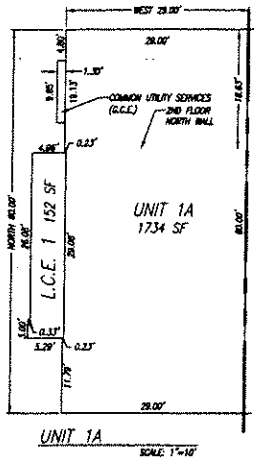
Q ST. SPRINGFIELD, OR 97177 (541) 302-9790

**THREE EIGHTY Q STREET CONDOMINIUMS  
FOR WATSON-ALBERTS, LLC  
UNIT BOUNDARIES  
LOWER LEVEL**  
NW 1/4, SEC. 26, T17S, R3W, Y. M.  
SPRINGFIELD, LANE COUNTY, OREGON  
DATE: NOVEMBER 7, 2005

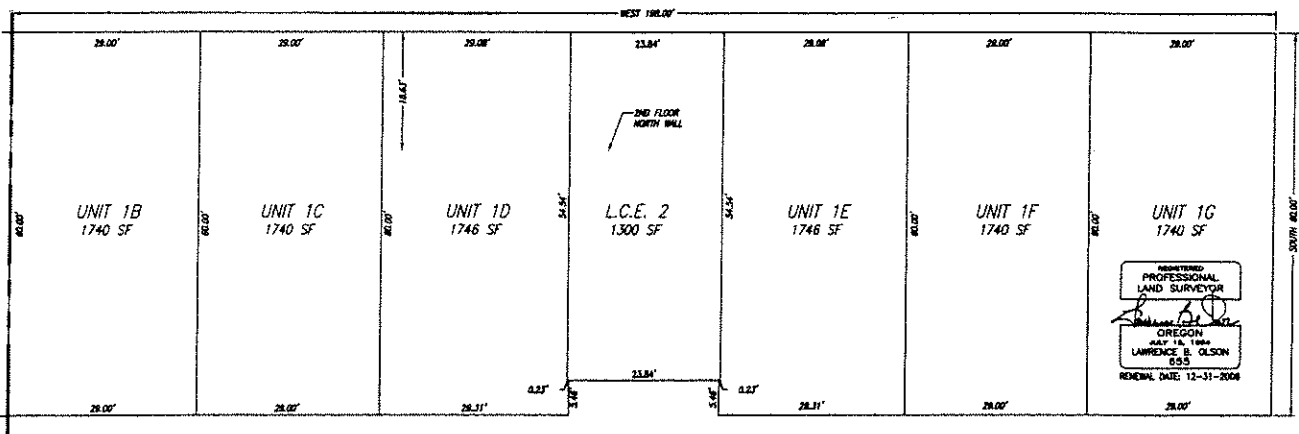
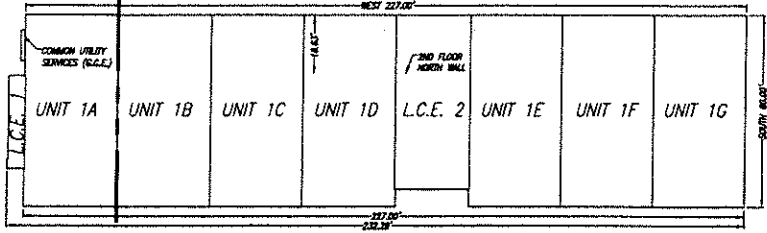
**RECORDED**  
DATE: 17 Apr. 2006  
COUNTY CLERK  
BY: [Signature]

LANE COUNTY SURVEYORS OFFICE  
C.S. FILE NO. \_\_\_\_\_  
FILING DATE \_\_\_\_\_

Division of Chief Deputy Clerk  
Lane County Deeds and Records  
206-455211  
\$171.00  
SPR-6820 Ordinal Stamp CHARGE 07  
06/14/2006 09:02:18 AM  
\$180.00 \$10.00 \$11.00



- NOTES**
1. L.C.E. = LIMITED COMMON ELEMENT
  2. C.C.E. = GENERAL COMMON ELEMENT
  3. ALL WALLS RUN NORTH, SOUTH, EAST OR WEST, UNLESS OTHERWISE NOTED
  4. TOTAL AREA FOR LOWER LEVEL = 13828 SF



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
[Signature]  
OREGON  
MAY 14, 1988  
LAWRENCE B. OLSON  
655  
RENEWAL DATE: 12-31-2006

7: PROJECTING WATSON-ALBERTS, LLC, STATIONING AND PROPERTY CONDO PLAN, SEC. 26, T17S, R3W, Y. M., SPRINGFIELD, LANE COUNTY, OREGON, NOVEMBER 7, 2005.

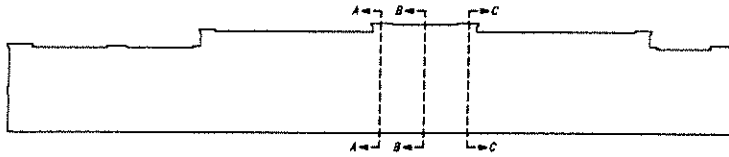
Q ST. SPRINGFIELD, OR 97477 (541) 302-9790



**THREE EIGHTY Q STREET CONDOMINIUMS  
FOR WATSON-ALBERTS, LLC  
UNIT ELEVATIONS**  
NW 1/4, SEC. 20, T17S, E2W, W. M.  
SPRINGFIELD, LANE COUNTY, OREGON  
DATE: NOVEMBER 7, 2006

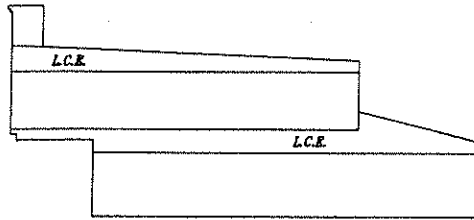
<b>RECORDED</b>	LANE COUNTY SURVEYORS OFFICE
DATE: 11/07/06	C.S. FILE NO. _____
COUNTY CLERK	FILED DATE _____
BY: [Signature]	Division of Chief County Clerk Lane County Deeds and Records
	2006-02521
	\$171.00
	04/18/2008 08:32:18 AM
	SPR-6280 Cont. 1/2008 CHECKED 07
	\$180.00 \$10.00 \$11.00

**NOTES**  
1. ALL OF THE ROOF IS A LIMITED COMMON ELEMENT (L.C.E.)



KEY PLAN FOR ELEVATION DETAILS

SCALE: 1"=20'



ELEVATION DETAIL A-A

SCALE: 1"=10'

FALSE FRONT PEAK 1

FALSE FRONT BASE

DWG 1

2ND FLOOR CEILING

DWG 2

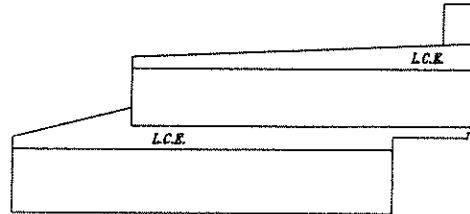
2ND FLOOR

DWG 1

1ST FLOOR CEILING

DWG 2

1ST FLOOR



ELEVATION DETAIL C-C

SCALE: 1"=10'

ELEVATION TABLE	
1ST FLOOR	214.20
1ST FLOOR CEILING	216.20
2ND FLOOR	217.70
2ND FLOOR CEILING	219.70
3RD FLOOR	220.20
3RD FLOOR CEILING	222.20
4TH FLOOR	223.70
4TH FLOOR CEILING	225.70
5TH FLOOR	227.20
5TH FLOOR CEILING	229.20
6TH FLOOR	230.70
6TH FLOOR CEILING	232.70
7TH FLOOR	234.20
7TH FLOOR CEILING	236.20
8TH FLOOR	237.70
8TH FLOOR CEILING	239.70
9TH FLOOR	241.20
9TH FLOOR CEILING	243.20
10TH FLOOR	244.70
10TH FLOOR CEILING	246.70

FALSE FRONT PEAK 2

UNIT 2E CEILING

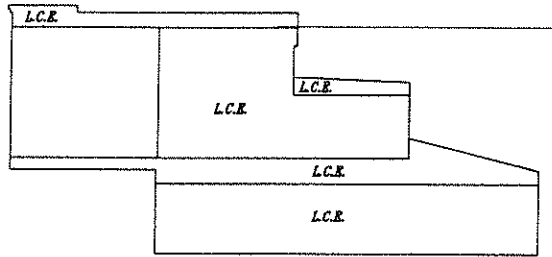
UNIT 2E FLOOR

UNIT 2E CEILING

UNIT 2E FLOOR

1ST FLOOR CEILING

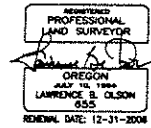
1ST FLOOR



ELEVATION DETAIL B-B

SCALE: 1"=10'

DWG 4  
DWG 3  
2ND FLOOR CEILING  
DWG 2  
DWG 1



ASSESSOR'S MAP 17-03-28-24, TAX LOTS 5600 & 5700

Q ST. SPRINGFIELD, OR 97477 (541) 302-9790



**DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
THREE EIGHTY Q STREET CONDOMINIUMS**

THIS DECLARATION is made and executed by Watson-Alberts, LLC, hereinafter called "Declarant".

Declarant desires to create a condominium to be known as Three Eighty Q Street Condominiums, which will be located in the City of Springfield, Lane County, Oregon. The purpose of this Declaration is to submit the lands herein described and improvements thereon to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act (ORS Chapter 100).

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

- 1 DEFINITIONS. When used herein the following terms shall have the following meanings:
  - 1.1 "Act" means the Oregon Condominium Act (ORS Chapter 100).
  - 1.2 "Association" means the Association of Unit Owners of Three-Eighty Q Street Condominiums.
  - 1.3 "Board of Directors" means the directors selected pursuant to the provisions of this Declaration and the Bylaws to govern the affairs of the Association.
  - 1.4 "Bylaws" means the Bylaws of the Association adopted as provided herein, as the same may be amended from time to time.
  - 1.5 "Declarant" means Watson-Alberts, LLC
  - 1.6 "Plat" means the plat of Three-Eighty Q Street Condominiums, recorded simultaneously with the recording of this Declaration.
  - 1.7 "Incorporation by Reference." Except as otherwise provided in this Declaration, each of the terms used herein shall have the meaning set forth in ORS 100.005, a part of the Act.

**AFTER RECORDING, RETURN TO WATSON-ALBERTS, LLC, C/O AIC  
380 Q STREET, SUITE 240 SPRINGFIELD, OR 97477**

- 2 PROPERTY SUBMITTED. The property submitted hereunder is held by Declarant in fee simple estate. It is located in the City of Springfield, Lane County, Oregon, and is more particularly described in Exhibit A attached hereto. The property submitted hereunder includes the land so described, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.
- 3 NAME. The name by which the property submitted hereunder shall be known as "Three Eighty Q Street Condominiums"
- 4 UNITS.

4.1 General Description of Units. The development consists of thirteen (13) units in one (1) building located on the north side of a parcel further described in Exhibit A below. The unit number, location, and area in square feet are shown below, and on the Plat:

Unit Number	Location	Square Feet
1A	Downstairs – west	1734
1B	Downstairs – west	1740
1C	Downstairs – middle	1740
1D	Downstairs – middle	1746
1E	Downstairs – middle	1746
1F	Downstairs – east	1740
1G	Downstairs – east	1740
2A	Upstairs – west	1518
2B	Upstairs – west	1445
2C	Upstairs – middle	1055
2D	Upstairs – middle	1029
2E	Upstairs - middle	482
2F	Upstairs – east	4656

All units are of steel frame construction, without basements. The dimensions of each unit are shown in the plat filed contemporaneously herewith and made a part of this Declaration as though fully set forth herein.

- 4.2 Boundaries of Units. Each unit shall be bounded by the interior unfinished surfaces of its perimeter and bearing walls, floors and ceilings. All lath, furring, wallboard, plaster board, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof shall be a part of the unit 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 said walls, floors



or ceilings shall be part of the common elements. The unit shall include windows, window frames, exterior and interior doors, door frames, air space, non-bearing interior partitions, and all other appliances, fixtures and improvements contained therein. In addition, each unit shall include the outlet of any utility service lines, including but not limited to water, sewerage, gas, electricity, and ventilating ducts within the unit, but shall not include any part of such lines or ducts themselves.

4.3 Use of Units. The units shall be occupied and used by the respective owners only for general office purposes for the owner, tenant(s) and invitees and for no other purposes. The owners of the respective units shall have the right to lease or rent the unit or any part thereof, provided that any such lease or rental agreement shall be subject to the covenants and restrictions contained in this Declaration and is further subject to the Bylaws, rules and regulations of the Association.

## 5 COMMON ELEMENTS

5.1 General Common Elements. The general common elements consist of the following, to the extent they exist on the property, and except as portions thereof are expressly designated in this Declaration as variable property or as part of a unit or limited common element:

- (a) the land, roadways, sidewalks/pathways (except where described as limited common element), driveway(s), fences, grounds, landscaping, monument signage, parking lighting and parking spaces;
- (b) the foundations, columns, girders, beams, supports, bearing and shear walls, perimeter walls, main walls, roofs, and exterior porches, entrances and exits of the buildings (except where described as limited common elements);
- (c) except as described below as a limited common element, installations of central services, such as power, light, gas, water, refrigeration, air conditioning, waste disposal and incinerators, up to the outlets within any units;
- (d) the tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use;
- (e) all other elements of the Property normally in common use, such as foyer, lobby, stairs, elevator, etc.

5.2 Limited Common Elements. The following constitute limited common elements, the use of which shall be restricted to the unit(s) to which they

pertain (a detail of each of these areas can be found on the Condominium plat drawing:

Limited Common Element	Unit(s) to Which it Pertains
LCE 1: westerly stairwell (downstairs)	2A, 2B, 2C, 2D, 2E, 2F
LCE 2: 1 <sup>st</sup> floor foyer	1E, 2A, 2B, 2C, 2D, 2E, 2F
LCE 3: westerly stairwell (upstairs)	2A, 2B, 2C, 2D, 2E, 2F
LCE 4: westerly stairwell storage area	2A, 2B
LCE 5: upstairs foyer and hallway	2A, 2B, 2C, 2D, 2E, 2F

Subject to the approval of at least seventy-five percent (75%) of the Unit Owners and the approval of all owners of units to which such additional limited common elements appertain, the Declarant reserves the right to create an Amendment for additional limited common elements consisting of pathways/sidewalks along and within fifteen (15) feet of the exterior wall of any building containing a Unit, the use of which, when/if constructed, shall be limited to the Unit to which it leads.

- 5.3 Allocation of undivided interest in Common Elements. Each Unit shall have an undivided interest in the common elements. 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 in allocated is also transferred.

Allocation of Common Elements was calculated by Unit on a square footage basis. Allocation of the undivided interest by Unit is as follows:

Unit	Allocation (%)
1A	7.75%
1B	7.78%
1C	7.78%
1D	7.80%
1E	7.80%
1F	7.78%
1G	7.78%
2A	6.79%
2B	6.46%
2C	4.72%
2D	4.60%
2E	2.15%
2F	20.81%
<b>TOTAL</b>	<b>100.00%</b>

- 5.4 Use of Common Elements. No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with this Declaration, the Bylaws or such rules and regulations pertaining thereto which from time to time may be promulgated by the Board of Directors.
- 5.5 Maintenance, Repair and Replacement. Maintenance and repair of the common elements and all exterior building surfaces, including roofs and walls, exterior and interior portions of gutters, downspouts, fences, trees, shrubs, grass, landscaped areas, walks and other exterior improvements shall be the responsibility of the Unit Owners' Association (hereinafter referred to as the "Association"). Such exterior maintenance shall not include cleaning of glass surfaces. In addition, the Association shall provide maintenance and repair to all building drains and building sewers which lie in or on the common areas and/or the limited common areas.

In the event the need for such maintenance or repairs results from the willful, intentional, or negligent act or omission of the Unit Owner, contractors, tenants, guests or invitees of the Unit Owner, the cost of such maintenance or repair may, in the discretion of the Board of Directors of the Association, be added to and become a part of the assessment to which such unit location is subject and a lien shall attach thereon.

The Association will assess each unit its proportionate share (as noted in the table above) of the common element expenses. Each Unit Owner shall be responsible for maintaining and keeping the interior of his or her unit in good order and repair.

- 6 COMMON PROFITS AND COMMON EXPENSES. The common profits shall be allocated among the Unit Owners according to the allocation of undivided interest of each unit in the common elements; provided, however, that no such profits shall be distributed among the Unit Owners and shall be used solely for purposes of maintaining, repairing, and replacing the common elements or other expenses of the Association. The common expense shall be assessed to the Unit Owners according to the allocation of undivided interest of each unit in the common elements; provided, however, that Unit Owners may be assessed additional amounts individually for common expenses incurred through such Unit Owner's fault or direction or as otherwise provided in the Bylaws.
- 7 SERVICE OF PROCESS. The designated agent to receive service of process in cases provided in ORS 100.550(1) is named in the Condominium's Information

Report which will be filed with the Real Estate Agency in accordance with ORS 100.250(1).

## 8 EASEMENTS AND ENCROACHMENTS.

- 8.1 **Right of Access.** The Association, through its Board of Directors, shall have the right to have access to each unit as may be necessary for the maintenance, repair or replacement of the common elements, or to make emergency repairs therein necessary for the public safety or to prevent damage to the common elements or to another unit. In case of an emergency originating in or threatening a unit, or other portion of the condominium, each Unit Owner hereby grants the right of entry to any person authorized by the Board of Directors or the Association, whether or not the owner is present at the time. Each Unit Owner shall, upon request, leave a key to his unit with the Board of Directors to be used in such emergencies.
- 8.2 **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. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and except as otherwise provided in the Act the rights and obligations of owners shall not be altered in any way by the encroachment, nor shall the encroachments be construed to be encumbrances affecting the marketability of title to any unit.
- 8.3 **Granting of Interest Affecting Common Elements.** The Association, pursuant to ORS 100.405(5) and (8) shall have the authority to grant easements, rights of way, licenses or other similar interests affecting the general common elements. Except as otherwise provided by ORS 100.405(6), the granting of any such interest shall first be approved by at least seventy-five percent (75%) of all votes of the Unit Owners as required by ORS 100.405(6). The instrument granting any such interest shall be executed by the Chairman and Secretary of the Association and acknowledged in the manner provided for acknowledgement of such instruments by such officers and shall state that such grant was approved by the requisite percentage of all votes of the Unit Owners.

9 VOTING RIGHTS. The owners or co-owners of each unit shall be entitled to one vote per unit. Subject to a valid court order establishing the right of co-owner's authority to vote, when more than one person holds ownership interest in any unit, the vote for such unit shall be exercised as the owners of the unit decide among themselves, or, if unable to agree, they may have fractional votes proportionate to their ownership interest, but in no event shall more than one vote be cast with respect to any one unit. With respect to any unit which is subject to sale under a recorded contract of purchase, the vote applicable to said unit shall be exercised by the contract vendor unless the contract expressly provides otherwise.

10 ASSOCIATION OF UNIT OWNERS.

10.1 Organization; Adoption of Bylaws. Upon the execution and recording of this Declaration, the Association shall be organized as an Oregon nonprofit corporation (The Association of Unit Owners of Three Eighty Q Street Condominiums, Inc.) 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.

10.2 Membership; Board of Directors. Each Unit Owners 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.

10.3 Power 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.

10.4 Declarant Control of Association; Interim Board of Directors. Declarant will appoint an interim Board of Directors for the Association. Declarant hereby reserves the right to control the Association until the earlier of (a) the date of conveyance to persons other than the Declarant of seventy-five (75%) of the units, or (b) three (3) years from the date the first unit is conveyed.

10.5 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. For a period of ten (10) years from January 1, 2006, Advanced Investment Corporation (AIC) shall be the management firm, as long as it acts in a professionally reasonable standard. AIC shall enter into one (1) year agreements with the right to withdraw each year.

## 11 MORTGAGEES.

11.1 Definitions. As used herein, the following terms shall have the following meanings:

- (a) "Mortgage" means a recorded mortgage or trust deed creating a lien against a unit; and
- (b) "Eligible mortgage holder" means a holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Section 11.3 below.

11.2 Notice to Association. At the request of the board of Directors, each owner shall promptly supply to the Board the name and address of the mortgagee or mortgagees of his unit.

11.3 Notice to a Holder, Insurer, or Guarantor of a Mortgage. A holder, insurer, or guarantor of a mortgage on a unit, who submits a written request to the Association stating the name and address of the holder, insurer, or guarantor and the unit number or address of the mortgaged unit shall be entitled to timely written notice of the following:

- (a) Any condemnation or casualty loss that affects either a material portion of the condominium or the unit securing its mortgage;
- (b) Any sixty-day (60-day) delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, and
- (d) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

11.4 Consent to Termination of the Condominium. Except with termination of the condominium as a result of destruction, damage, or condemnation, any

termination of the condominium shall require the approval of eligible mortgage holders representing at least two-thirds (2/3) of the votes of units that are subject to mortgages held by eligible mortgage holders. This approval shall be in addition to such other approvals and procedures as may be required by the Declaration, Bylaws, and Act.

11.5 Consent to Amendment of Documents. Except as otherwise provided in the Act, the approval of eligible mortgage holders representing at least two-thirds (2/3) of the votes of units that are subject to mortgages held by eligible mortgage holders shall be required for any amendments of a material nature to the Declaration or Bylaws. Any amendment to the Declaration or Bylaws which changes any of the following would be considered as material:

- (a) Voting rights;
- (b) Assessments, assessment liens, or the priority of assessment liens;
- (c) Reserves for maintenance, repair and replacement of the common elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the general or limited common elements, or rights to their use;
- (f) Redefinition of any unit boundaries;
- (g) Convertibility of units into common elements or of common elements into units;
- (h) Expansion or contraction of the condominium or the addition, annexation, or withdrawal of property to or from the condominium, except as provided in Section 8;
- (i) Insurance or fidelity bonds;
- (j) Leasing of units;
- (k) Imposition of any restriction on a Unit Owner's right to sell or transfer his or her unit;
- (l) A decision by the Association to establish self-management when professional management had been required previously by eligible lien holders;

- (m) Restoration or repair of the condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration, Bylaws, or Act;
- (n) Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs; or
- (o) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

This approval shall be in addition to such other approvals and procedures as may be required by the Declaration, Bylaws, and Act. If required by law, an Amendment to the Declaration must be approved by the Real Estate Commissioner prior to recording.

- 11.6 Request for Approval of Eligible Mortgage Holders. Any eligible mortgage holder or other mortgagee who receives a written request to approve additions or amendments to the Declaration, Bylaws, or other action to be taken by the Board of Directors, Association, or Unit Owners, shall be deemed to have given such approval unless a negative response is delivered or posed to the requesting party within thirty (30) days after such request has been received, provided that the written request was delivered by certified mail with "return receipt requested."
- 11.7 Mortgagee's Request for Professional Management. Upon written request of eligible mortgage holders representing at least two-thirds (2/3) of the votes of units that are subject to mortgages held by eligible mortgage holders, the Board of Directors shall employ a professional manager to manage the affairs of the Association. Any agreement for professional management shall be consistent with Section 17.5.
- 11.8 Discharge of Lien Upon Foreclosure. Where the purchaser of a unit obtains title to a unit as a result of foreclosure of the first mortgage or first trust deed, such purchaser, his successor and assigns, shall not be liable for any of the common expenses chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser. Such unpaid share of common expenses shall be a common expense of all the Unit Owners including such purchaser, his successor and assigns. Provisions of this section shall apply only to mortgagees of a first mortgage of record or beneficiaries of a first trust deed of record constituting first liens against the unit or purchasers holding under them.



11.9 Right to Receive Written Notice of Meetings. A holder of a first mortgage shall, upon written request to the Association, be entitled to receive notice of all meetings of the Association and shall be entitled to designate a representative to attend all such meetings.

11.10 Additional Approvals. Unless two-thirds (2/3) of the holders of first mortgages of individual units have given their prior written approval, the Association shall not:

- (a) Change the pro rata interest or obligation of any unit for (1) purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, and (2) determining the pro rata share of ownership of each unit in the common elements;
- (b) Partition or subdivide any unit;
- (c) By act or omission, seek to abandon or terminate the condominium status of the project except as provided by statutes in case of substantial loss to the units and common elements of the condominium project;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause; or
- (e) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

11.11 Right to Examine Books and Records. All mortgagees (and insurers and guarantors of mortgagees) shall have the right to examine the books and records (including the Declaration, Bylaws, rules, and regulations and financial statements) of the Association upon written request. Such books and records shall be available for duplication at reasonable times; a mortgagee shall be entitled to have an audited financial statement prepared at his own expense if such audited statement is not otherwise available; the Association, its Board of Directors and its officers shall cooperate to facilitate the necessary auditing and review process.

## 12 AMENDMENT.

12.1 Approval Required. Except as may otherwise be provided in this Declaration or by the Act, the Declaration may be amended if such amendment is approved by seventy-five percent (75%) or more of all votes of the Unit Owners. 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 unless such amendment has been approved by the owners of the affected units and the holders of any mortgage or trust deed on such unit. No amendment may reduce or eliminate the rights of first mortgagees set forth herein without the written consent of two-thirds (2/3) of all such first mortgagees.

12.2 Recordation. The amendment shall be effective upon recordation of the Declaration as amended or of the amendment thereto, certified by the chairman and secretary of the Association as being adopted in accordance with the Declaration and the provisions of ORS Chapter 100, and, if required by law, approved by the Real Estate Commissioner, in the Deed Records of Lane County.

12.3 Change of Persons to Receive Service of Process. The Board of Directors of the Association may elect to designate a person other than the one named in this Declaration to receive service of process. Upon adoption of a resolution by the Board of Directors in accordance with the Bylaws, the Board of Directors, without the need for further action by the Association or approval under ORS 100.110 and 100.135, shall record an amendment to the Declaration. The amendment shall be certified by the chairman and the secretary of the Association, and shall state the name of the successor with the successor's residence or place of business as required by ORS 100.105(1)(j), that the person named in the amendment has consented to the designation and that the resolution was duly adopted by the Association.

13 DECLARANT'S RIGHTS. Notwithstanding any provision to the contrary in this Declaration or the Bylaws, Declarant shall have the following special rights:

13.1 Amendment to Declaration and Bylaws. No amendment to the Declaration and Bylaws shall be effective without the written consent of Declarant until the earlier of (a) such time as seventy-five percent (75%) of the units have been conveyed to persons other than Declarant; or (b) three (3) years from the date the first unit is conveyed. No amendment may limit or diminish

any right of Declarant reserved under the Declaration, the Act, or any other special Declarant right without the written consent of Declarant until such time as Declarant waives in writing this right of consent.

13.2 Assessments for Additional Capital Improvements. No units owned by Declarant shall be assessed by the Association or the Board of Directors for the construction or acquisition of additional capital improvements without the written consent of Declarant as long as Declarant owns two or more units.

13.3 Development Easement. Declarant and its agents shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of completing any portion of the condominium (including the installation of additional pathways/sidewalks as additional limited common elements in accordance with Section 5.2 above), discharging any obligation of Declarant, and/or carrying out sales and rentals of units and advertisements thereof, including posting signs on the property. Declarant shall have the right to use units owned by Declarant as model units and shall have the right to use a unit as a sales office.

13.4 Other. Declarant shall be entitled to any and all other special Declarant rights, in addition to those specified herein, that are reserved for the benefit of or created by the Declarant under the Declaration, Bylaws, or the provisions of the Act.

14 ASSESSMENTS. Assessments against Unit Owners for common expenses shall be made pursuant to the Bylaws of the Association and shall be allocated in accordance with the fractional interests of the respective Unit Owners in the common elements. In addition to a regular annual or other regular periodic assessment or charge as established by the Association, there shall also be special assessments for capital improvements and major repairs. Said assessments shall be fixed and established from time to time as provided in the Bylaws of the Association. Any and all unpaid assessments shall constitute a lien upon the property against which the assessment is made. Each assessment, together with late fees, interest, costs and reasonable attorney fees incurred in collecting the assessment, shall also be the personal obligation of the individual or individuals who are the owners of the property at the time the assessment came due. Such obligations shall remain a lien on the property until paid or foreclosed, and shall also be a personal obligation of all successor(s) in title.

- 15 **ADOPTION OF BYLAWS.** The Declarant, subject to this Declaration, has adopted, pursuant to the Oregon Condominium Act, the Bylaws attached hereto and by this reference made a part hereof, marked Exhibit "B", to govern the administration of the Property.
  
- 16 **SEVERABILITY.** Should any of the provisions herein conflict with the provisions of the Act, the Statutory provisions shall apply. 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.
  
- 17 **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 the term "Bylaws" shall include all amendments.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 3 day of APRIL, 2006.

WATSON-ALBERTS LLC

By: Todd Alberts  
Todd Alberts, Member

State of Oregon )  
County of Lane )ss



Personally appeared Todd Alberts, Member of the Watson-Alberts LLC, who, being duly sworn, acknowledged said instrument to be his voluntary act and deed.

Loretta S. Chapman  
Notary Public for Oregon  
My Commission expires: 11/30/06

The foregoing Declaration is approved this 4th day of APRIL, 2006

Jim Gungler  
Assessor and Tax Collector for Lane County

The foregoing Declaration is approved pursuant to ORS 100.110 this 4th day of April, 2006, and in accordance with ORS 100.110(7), this approval shall automatically expire if this Declaration is not recorded within two (2) years from this date.

Walter Taylor  
Real Estate Commissioner WALTER TAYLOR

**EXHIBIT "A"**

Beginning at the Northwest corner of Parcel 2 of Land Partition Plat No. 2001-P1439, filed January 17, 2001 as County Survey File 36900 in Lane County Official Records, said point being the Initial Point of Beginning for this description; thence following along the North line of said partition East 237.92 feet to the Northeast corner thereof; thence along the Easterly line of said partition South 299.61 feet to the North right of way line of "Q" Street; thence along the North right of way line West 137.92 feet; thence leaving said right of way line North 174.00 feet; thence West 100.00 feet; thence North 125.61 feet the point of beginning, all being in Springfield, Lane County, Oregon.

**BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF THREE EIGHTY Q  
STREET CONDOMINIUMS, INC.**

**ARTICLE I  
PLAN OF UNIT OWNERSHIP**

Section 1. Name and Location. These are the Bylaws of the ASSOCIATION OWNERS OF THREE EIGHTY Q STREET CONDOMINIUMS, INC, an Oregon nonprofit corporation (hereinafter the "Association). Three Eighty Q Street Condominiums (hereinafter the "Condominium") is located in the City of Springfield, Lane County, Oregon, and has been submitted to the Oregon Condominium Act by a declaration filed simultaneously herewith (hereinafter, the "Declaration"). The location of the Condominium is more specifically described in the Declaration. The Declaration and any Supplemental Declaration(s) filed in connection with the Condominium is/shall be recorded in the Lane County, Oregon Official Records.

Section 2. Principal Office. The principal office of the Association shall be located at such address as may be designated by the Board of Directors from time to time.

Section 3. Purpose. This Association is formed under the provisions of the Oregon Condominium Act to serve as the means through which the unit owners may take action with regard to the administration, management and operation of the Condominium.

Section 4. Applicability of Bylaws. The Association, all unit owners, the Declarant and its successors and assigns, and all persons using the Condominium in any manner shall be subject to these Bylaws and to all rules and regulations which may be promulgated hereunder.

Section 5. Composition of Association. The Association shall be composed of all the unit owners of the Condominium, including Watson-Alberts, LLC, and PDV, LLC, (hereinafter the "Declarant"), and the Association, itself, to the extent any of these own any units of the Condominium.

Section 6. Definitions. Except as otherwise provided herein, the definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

Section 7. Incorporation. Upon approval by a majority vote of the unit owners, the Association may be incorporated under the Oregon Non-Profit Corporation law. In such event, the Articles of Incorporation shall be consistent with the Declaration and these Bylaws, and these Bylaws shall constitute the Bylaws of the incorporated association.

**ARTICLE II  
ASSOCIATION MEMBERSHIP, VOTING,  
MAJORITY OF OWNERS, QUORUM, PROXIES**

Section 1. Membership in the Association. Upon becoming legal owner or contract purchaser of a unit, said owner shall automatically be a member of the Association and shall remain a member of the Association until such time as his/her/its ownership ceases for any reason. Unit ownership shall be determined, for all purposes of the Bylaws and the administration of the property, from the record of unit ownership maintained by the Association.

The Board of Directors may, at its discretion, require that a unit owner file with the Association satisfactory proof of ownership, including a copy of the deed to or land sale contract for his/her/its unit, to which shall be affixed the certificate of the recording office of the County of Lane, Oregon, showing the date and place of recording of such deed or contract. Notwithstanding the foregoing, the Declarant shall be the owners of all previously unsold units, although no deed or land sale contract, with respect to such units, has been filed with the Association.

Section 2. Voting/Declarant Control. The owners of each unit shall have one vote. The Declarant shall be entitled as the unit owner of any previously unsold unit(s). The Board of Directors shall be entitled to vote as to any units owned by the Association. Subject to a valid court order establishing the right of co-owner's authority to vote, when more than one person holds ownership interest in any unit, the vote for such unit shall be exercised as the owners of the unit decide among themselves, or, if unable to agree, they may have fractional votes proportionate to their ownership interest, but in no event shall more than one vote be cast with respect to any one unit. With respect to any unit which is subject to sale under a recorded contract of purchase, the vote applicable to said unit shall be exercised by the contract vendor unless the contract expressly provides otherwise.

Under the terms of the Declaration, Declarant will appoint an interim Board of Directors for the Association, and Declarant has reserved the right to control the Association until the earlier of (a) the date of conveyance to persons other than the Declarant of two-thirds (2/3) of the units; or (b) three (3) years from the date the first unit is conveyed to an owner other than the Declarant.

Section 3. Binding Vote; Percent of the Vote. The term "binding vote" shall mean more than fifty percent (50%) of the vote of the unit owners, present in person or by proxy, at a meeting at which a quorum is constituted. Such binding vote shall bind all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws. The term "percent of all votes" shall mean a percent of all the voting rights allocated to the units by the Declaration.



Section 4. Majority Vote. The term "majority vote" or "majority of unit owners" means more than fifty percent (50%) of the voting rights allocated to the units by the Declaration.

Section 5. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of unit owners (66% or greater) shall constitute a quorum. A subsequent joiner of a unit owner in the action taken at a meeting by signing and conferring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of the unit owner or owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, as provided in Article III, Section 8 of these Bylaws.

Section 6. Proxies. A vote may be cast in person or by proxy. A proxy given by a unit owner to any person who represents such owner at meetings of the Association shall be in writing and signed by such owner, and shall be filed with the Secretary. No proxy shall be valid after the meeting for which it was solicited. Unless otherwise expressly stated, the proxy shall automatically cease upon sale of the unit by its owner. A unit owner may pledge or assign his/her/its voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the unit owner is entitled hereunder and to exercise the unit owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the Board of Directors. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

Section 7. Fiduciaries. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of Association with respect to any unit owned or held by such person in such capacity, whether or not the same shall have been transferred to his/her/its name; provided, that he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee, holding such unit in such capacity.

Section 8. Authority to Vote. Subject to the provisions of Section 2 above with respect to multiple owners of a single unit, all owners shall be entitled to vote, and this shall be true even if they have leased their premises to a third party. An owner's right to vote may not be revoked. Under no circumstances will more than one vote be cast with respect to a single unit.

### **ARTICLE III MEETINGS OF THE ASSOCIATION**

Section 1. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 2. Informational Meetings. The initial meeting of the Association shall be the transitional committee meeting or the turnover meeting as provided below. However, prior to such meeting, the Declarant may call meetings of the unit owners, formally or informally, for such purposes as Declarant deems necessary or appropriate.

Section 3. Turnover Meeting. Within ninety (90) days of the earlier of: a) the date of conveyance to persons other than the Declarant of two-thirds (2/3) of the units; or b) three (3) years from the date the first unit is conveyed to an owner other than the Declarant, the Declarant shall call a meeting of the unit owners for the purpose of transferring control of the Association to all unit owners, including Declarant. Notice of such meeting shall be given to each unit owner at least seven (7) but not more than fifty (50) days prior to the meeting and shall state the purpose and the time and place where it is to be held. At such turnover meeting, the interim Board of Directors will resign and successor directors will be elected by the unit owners as provided in Article IV, Section 3, of these Bylaws. At such meeting the Declarant shall deliver to the Association such information and documents as may be required by the Act.

The Declarant may, at its option, call the turnover meeting prior to the time specified herein; if Declarant has not called a meeting within the time specified herein, the meeting may be called and notice given by any unit owner or any first mortgagee of a unit.

In order to facilitate an orderly transition, during the three-month period following the turnover meeting the Declarant or an informed representative shall be available to meet with the Board of Directors on at least three mutually acceptable dates to review the documents delivered to the Association.

Section 4. Ballot Meetings. Any meeting of the Association (other than the turnover meeting, the transitional committee meeting and special meetings called by petition of unit owners) may be by proxy ballot, as the Board of Directors may elect, rather than a formal gathering. At least ten (10) days' notice before written ballots are mailed or otherwise delivered shall be provided to owners by the Board of Directors in accordance with ORS 100.425(2), and secrecy provisions provided by ORS 100.425(2)(b) will be included with written ballots if requested by at least ten percent (10%) of the unit owners at least three (3) days prior to the date written ballots are scheduled to be sent/delivered. Written ballots shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum and to pass the proposal specifically propounded on the ballot. The vote of a ballot meeting shall be determined by the Board of Directors within forty-eight (48) hours of the deadline for return of ballots. Each unit owner shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned, within ten (10) days after the ballots have been counted.

Section 5. Annual Meeting. The first annual meeting of the Association shall be held approximately one year following the turnover meeting and shall be set by action of the Board of Directors. The date of successive annual meetings may be changed from time

to time, but must be held annually. At such meetings those members of the Board of Directors whose terms have expired shall be elected by the unit owners in accordance with the provisions of Article IV, Section 3, of these Bylaws. The unit owners may also transact such other business of the Association as may properly come before them.

Section 6. Special Meetings. Special meetings of the Association may be called by the Chairperson of the Board of Directors, a majority of the Board of Directors, or upon a petition signed by at least one-third (1/3) of the unit owners, according to their voting rights, having been presented to the Secretary. All meetings called because of petition of unit owners shall be held at a formal gathering and not by ballot. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all the unit owners or as otherwise set out in these Bylaws.

Section 7. Notice of Meetings. It shall be the duty of the Secretary to hand deliver or mail a notice of each meeting of the unit owners stating the purpose thereof and the time and place where it is to be held, to each owner of record, at least ten (10) days but not more than fifty (50) days prior to such meeting or the date when ballots for a ballot meeting are required to be returned. The mailing shall be to the owner's address last given to the Secretary in writing by the unit owner. If unit ownership is split or the unit has been sold on a contract, notice shall be sent to a single address, of which the Secretary has been notified in writing by such parties. If no address has been given to the Secretary in writing, then mailing to the condominium unit shall be sufficient. The mailing or actual delivery of a notice in the manner provided in this Section shall be considered notice served. Notice of a meeting may be waived by any unit owner before or after the meeting.

Section 8. Adjourned Meetings. If any gathering of unit owners is not a legal meeting because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. No notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place. The adjournment provisions of this Section do not apply to meetings by ballot.

Section 9. Order of Business. The order of business at meetings of the unit owners shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of the proceeding meeting
- (d) Reports of officers
- (e) Reports of committees, if any
- (f) Election of directors
- (g) Unfinished business
- (h) New business

- (i) Adjournment

**ARTICLE IV  
BOARD OF DIRECTORS  
QUALIFICATIONS, ELECTION, MEETINGS**

Section 1. Number and Qualification. The affairs of the Association shall be governed initially by a Board of Directors composed of one (1) person, appointed by the Declarant. At the time of the Turnover Meeting referred to in Article III, Section 3 above, the Board of Directors shall be increased to not less than two (2) nor more than three (3) members. All directors must be the owner or the co-owner of a unit. For purposes of this Section, the officers of any corporate owner, the partners of any partnership owner, and the members of any limited liability company owner shall be considered co-owners of any units owned by such corporation, partnership or limited liability company. Co-owners of the same unit may not serve as directors simultaneously, however co-owners of two (2) or more units may serve as directors simultaneously.

Section 2. Interim Directors. Upon the recording of the Declaration, the Declarant will appoint an interim board of one (1) director who shall serve until replaced by Declarant or until his/her/its successor has been elected by the unit owners as hereinafter provided.

Section 3. Election and Term of Office. At the turnover meeting, the interim directors shall resign and not less than two (2) nor more than three (3) successors shall be elected as herein provided. The term of office of one director shall be fixed at three (3) years, the term of office of one director shall be fixed at two (2) years, and, if there are three (3) directors, the term of office for one director shall be fixed at one (1) year. Should more directors be added, the same sequential election terms shall apply as nearly as is practicable. At the expiration of the initial term of office of each director, his/her/its successor shall be elected to serve a term of three (3) years. The directors shall hold office until their successors have been elected and hold their first meeting. Upon agreement by binding vote of the unit owners, the Board of Directors may be elected by a single ballot with each owner permitted to vote for up to three (3) nominees, as applicable, with the director receiving the largest number of votes serving for the three-year term, the director receiving the second largest number of votes serving for the two-year term, and, if applicable, the director receiving the third largest number of votes serving for the one-year term.

Section 4. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, or by a sole remaining director. Each person so elected shall be a director until a successor is elected upon expiration of the term for which such person was elected by the other directors to serve. Vacancies in the interim Board of Directors shall be filled by Declarant.

Section 5. Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one or more of the directors, other than interim directors, may be removed with or without cause, by binding vote of the unit owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the unit owners may be given an opportunity to be heard at the meeting.

Section 6. Open Meetings. All meetings of the Board of Directors shall be open to unit owners. However, unit owners may not participate in the Board meetings without the permission of the Board of Directors. For other than emergency meetings, notice of the time and place of a director's meetings shall be posted at a place or places on the Condominium at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform unit owners of such meetings. The foregoing notwithstanding, in the discretion of the Board of Directors, the following matters may be considered in Executive Session: (a) consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation, or criminal matters; (b) personnel matters, including salary negotiations and employee discipline; (c) the negotiation of contracts with third parties; and/or (d) such other matters as may hereafter be specifically authorized to be considered and acted upon in Executive Session under the Oregon Condominium Act. Any such Executive Session shall be convened and conducted only in accordance with ORS 100.420.

Section 7. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such a place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally hold such a meeting, providing a majority of the newly elected directors are present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the Chairperson or Secretary or on the written of at least two (2) directors. Special meetings of the Board of Directors may be called on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 10. Conference Call Meetings. In emergency situations, meetings of the Board of Directors may be conducted by telephonic communications. Such telephonic meetings may be carried on by means of a "conference call" in which each director may speak with any of the other directors. The directors shall keep telephone numbers on file with the Chairperson to be used for telephonic meetings.

Section 11. Waiver of Notice. Before, at, or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice to such directors shall be required, and any business may be transacted at such a meeting.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the existing directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Compensation of Directors. No director shall be compensated in any manner, except for out-of-pocket expenses not exceeding \$100 in any three (3) month period, unless such compensation is provided by binding vote of the unit owners.

#### **ARTICLE V ASSOCIATION RESPONSIBILITIES; BOARD OF DIRECTORS' POWERS AND DUTIES**

Section 1. Association Responsibilities. The Association will have the responsibility of administering the Condominium, approving the annual budget, establishing and collecting assessments, arranging for the operation, management, and maintenance of the Condominium, including negotiating and contracting with and supervising any person, persons, or business entity with respect to such matters, instituting, defending or intervening in litigation or proceedings in its own name or on behalf of two or more unit owners on matters affecting the Condominium, and taking such other actions as exercising such other powers as are authorized by the provisions of ORS 100.405 as the same may be amended from time to time.

Section 2. Board's Powers and Duties. The Board of Directors shall have all powers and duties necessary to carry out the responsibilities of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and one by the unit owners, including such powers and duties authorized by the Oregon Condominium Act. Specifically and without limitation, the Board of Directors shall have authority to carry out and be responsible for the following matters:

- (a) Operation, care, upkeep, maintenance, repair, replacement, and supervision of the general common elements, the limited common elements, and Association property, except to the extent this obligation is imposed on the unit owner in these Bylaws or the Declaration.

- (b) Determination of the amounts required for operation, maintenance and other affairs of the Association; preparation and adoption of operating budgets, setting assessments therefore; and establishing and maintaining a reserve account and reviewing and updating the reserve study as required by ORS 100.175.
- (c) Assigning an individual or company to perform the collection of assessments from the unit owners, both pro rata assessments and individual assessments.
- (d) Payment of all common expenses of the Association and institution and maintenance of a voucher system for such payment, which shall require a sufficient number of signatories on checks and vouchers thereon as shall be reasonably necessary to prevent any misuse of Association funds.
- (e) Employment and dismissal of such personnel as is necessary for the maintenance, upkeep and repair of the common elements.
- (f) Employment of legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association, and preparing and filing any required tax returns or forms, including the annual report and any amendment in accordance with ORS 100.250.
- (g) Opening of bank accounts on behalf of the Association and designating the signatories required therefore, including a separate bank account for the deposit of assessments.
- (h) Purchasing units of the Condominium at foreclosure or other judicial sales in the name of the Association, or its designee, on behalf of all the unit owners as provided in these Bylaws. In any foreclosure action instituted by the Board of Directors, the Board shall enter a bid at the sale for the amount of the unpaid lien and costs and expenses incurred in such action. No other purchase can be undertaken unless the unit owners have authorized the purchase by majority vote.
- (i) Selling, leasing, mortgaging, voting the votes appurtenant to, or otherwise dealing with units of the Condominium acquired by the Association or its designee on behalf of all the unit owners.
- (j) Obtaining insurance or bonds pursuant to the provisions of these Bylaws and ORS 100.435.
- (k) Making additions and improvements to, or alterations of, the common elements; provided, however, that no such project may be undertaken by the Board if the total cost will exceed the amount of \$2500.00, unless the

project has been approved by a majority vote of the unit owners. This limitation shall not be applicable to repairs or maintenance undertaken pursuant to paragraph (a) above.

- (l) Executing, acknowledging, delivering and recording on behalf of the unit owners easements, rights of ways, licenses and other similar interests affecting the general common elements after the granting of such interests has been approved by the unit owners as provided in the Declaration.
- (m) Promulgation of rules and regulations governing the Condominium and use thereof which shall be consistent with the restrictions set out in Article IC of these Bylaws.
- (n) Enforcement by legal means or otherwise of the provisions of the Oregon Condominium Act, the Declaration, these bylaws and any rules and regulations adopted hereunder.
- (o) File or cause to be filed the necessary income tax returns for the Association, and the Annual Report and any amendment required by the Oregon Condominium Act with the Oregon Real Estate Agency.
- (p) Preparing and distributing the annual financial statements as required by ORS 100.480.

### Section 3. Reports and Audits; Record Keeping.

- (a) The Board or its designee, shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting the common elements, itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, and shall keep any other financial records sufficient for proper accounting purposes.
- (b) An annual report consisting of a balance sheet and income and expense statement for the preceding year shall be distributed by the Board of Directors to all unit owners, and to all mortgagees of units who have requested the same, within ninety (90) days after the end of each fiscal year. From time to time the Board of Directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association. At any time any unit owner or mortgagee may, at his/her/its own expense, cause an audit or inspection to be made of the books and records of the Association.
- (c) The Board of Directors shall maintain at all times the records and documents of the Association, including those received from Declarant at the turnover meeting. Such records and documents shall be reasonably available for examination by a unit owners or a mortgagee; upon written



request from the unit owner or mortgagee such records and documents shall be made available for duplication. The Board shall maintain copies, suitable for duplication, of the Declaration, Bylaws, rules and regulations (and amendments thereto), current operating budget, and the most recent annual report. Upon written request of a prospective purchaser, such copies and documents shall be made available for duplication during reasonable hours. The Board may charge a reasonable fee for furnishing copies to a unit owner, mortgagee or prospective purchaser.

Section 4. Managing Agent. The Board of Directors may employ a managing agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties otherwise delegated to the Secretary or Treasurer in Article VI of these Bylaws. The managing agent shall have the right to contract with any unit owner, individually or collectively with other unit owners, for the management or lease of a particular unit or units.

## ARTICLE VI OFFICERS

Section 1. Designation. The principal officers of the Association shall be a Chairperson, who shall be a member of the Board of Directors, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Chairperson shall be a unit owner. The Secretary and Treasurer may be the same person, and need not be unit owner(s).

The Board may appoint an Assistant Treasurer and an Assistant Secretary, and any such other officers as in their judgment may be necessary or desirable.

Section 2. Election of Officers. The officers of the Association shall be elected by the Board of Directors at the organizational meeting of each new board or any Board meeting thereafter, and shall hold office at the pleasure of the Board. If any office shall become vacant, the Board of Directors shall elect a successor to fill the unexpired term at any regular meeting of the Board of Directors, or at any special meeting of the Board called for the purpose.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his/her/its successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4. Chairperson. The Chairperson shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are

usually vested in the chief executive officer of an association, including, but not limited to, the power to appoint committees from among the unit owners from time to time as he may in his/her/its discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall attend to the giving and serving of all notices to the unit owners and directors. He shall have charge of such records of the Association as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary and as may be required by the directors.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the preparation of all required financial statements. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall perform all other duties incident to the office of Treasurer and as may be required by the directors.

Section 7. Directors as Officers. Any director may be an officer of the Association.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by binding vote of the unit owners.

## **ARTICLE VII EXPENSES AND ASSESSMENTS**

Section 1. Assessments. All unit owners are obligated to pay assessments imposed by the Board of Directors to meet all the common expenses and for such other reasons and purposes as provided in the Bylaws. Assessments may not be waived due to limited or nonuse of common elements or abandonment of a unit.

Assessments to cover the costs of insurance and funding the reserve account shall commence upon the first conveyance of a unit in the Condominium. The commencement of assessments to cover the remaining operational expenses may be deferred until such time as Declarant elects to commence the same or until the turnover meeting, whichever is sooner. Declarant shall pay all such remaining operational expenses while such assessments are deferred.

Section 2. Determination of Common Expenses. Common expenses shall include:

- (a) Expenses of administration;
- (b) Expenses of maintenance, repair or replacement of common elements;
- (c) Cost of insurance or bonds obtained in accordance with these Bylaws;
- (d) Cost of funding reserves;
- (e) Any deficit in common expenses for any prior period;
- (f) Utilities for the common elements and other utilities with a common meter or commonly billed, such as sewer and trash collection;
- (g) Any other items property chargeable as an expense of the Association or properly assessed against a unit owner or owners as provided herein;
- (h) Any other items agreed upon as common expenses by all unit owners.

Section 3. Annual Budget. The initial budget and estimated assessment shall be determined by the Declarant. The budget and assessment shall thereafter be subject to review by the Board of Directors. The Board shall from time to time, and at least annually, estimate the expenses to be incurred during the coming year or fiscal period, and determine the annual assessment and any special assessments to be paid during such year or period. Account shall be taken of any expected income and any surplus available from the prior year's operations. The budget may provide for reserves for working capital and unexpected contingencies. If any sums estimated and budgeted for any purpose prove inadequate for any reason (including a unit owner's failure to pay assessments for any reason) the Board may at any time levy a further assessment.

Section 4. Reserve Accounts for Replacement of Common Elements. The initial budget determined by Declarant shall make provision for a reserve account or accounts for replacement of those common elements which will normally require replacement in more than three (3) and less than thirty (30) years. The amount assessed shall take into account the estimated remaining life of such items and the current replacement cost thereof. The amount of payments to the reserve account shall be adjusted at regular intervals to recognize changes in current replacement costs over time.

The reserve account must be funded by assessments against the individual unit assessed for maintenance of items for which the reserve account is established. For example, if a unit or units are assessed separately for maintenance of a particular limited or general common element, the same unit or units will be assessed separately for any reserve account established for that particular limited or general common element.

The assessment for the reserve account will be determined based upon the results of a reserve study conducted in accordance with ORS 100.175, and will accrue from the time of the conveyance of the first individual unit assessed; however, subject to the provisions of ORS 100.530(3), Declarant may elect to defer payment of the accrued assessment for any unsold unit until the time of conveyance of that unit. The reserve study will be prepared, reviewed, and updated by the Board as required by ORS 100.175.

The reserve account shall be established in the name of the Association. It is to be used only for replacement of common elements and shall be kept separate from the general operating account of the Association. However, after the turnover meeting the Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from special assessments or maintenance fees.

Following the second year after the turnover meeting, future assessments for the reserve account may be reduced, eliminated or increased by an affirmative vote of unit owners holding not less than two-thirds (2/3) of all votes.

Section 5. Special Assessments for Capital Improvements. In the case of any duly authorized capital improvements to the common elements, the Board of Directors may establish separate assessments for the same and maintain the proceeds from such assessments in separate accounts.

Section 6. Assessments Allocated to Each Unit; Individual Assessments. Except as otherwise provided, all unit owners shall be assessed in accordance with the undivided interest in the common elements allocated to each unit by the Declaration. However, unit owners may be assessed additional amounts individually for common expenses incurred through such unit owner's fault or direction. Further, unit owners may be assessed additional amounts individually for fines, charges and expenses in the process of collection of assessments and enforcement of the Declaration, Bylaws, and rules and regulations pursuant to Article IC and as otherwise provided in these Bylaws.

Section 7. Omission of Budget and Assessments. The omission by the Board before the expiration of any fiscal year to fix the budget, estimate the expenses, and/or determine the assessment for the forthcoming year shall not be deemed a waiver or modification in any respect of the provision of these Bylaws, or a release of the unit owner from the obligation to pay the assessment or any installment thereof; the assessments fixed for the preceding year and any unpaid portions of prior special assessments shall continue until new assessments are fixed.

Section 8. Debt Obligation; Installment; Interest. Each assessment shall be the joint and several personal obligations of the owner or owners of the unit as of the time it is assessed. Assessments shall be paid monthly. Any assessment or installment thereof unpaid when due shall be delinquent and shall bear interest at twelve percent (12%) per annum from its due date until paid.

Section 9. Association's Lien Against Unit. The Association, upon complying with ORS 100.450 or as the same may be amended, shall have a lien upon the individual unit and undivided interest in the common elements appertaining to such unit for the reasonable value of common expenses attributable to the unit and for any unpaid assessments and interest. The lien shall be prior to all other liens or encumbrances upon the unit except:

- (a) tax and assessment liens, and
- (b) a first mortgage or trust deed of record

Section 10. Transferee's Liability for Unpaid Share of Common Expenses.

- (a) Where the purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage or trust deed, such purchaser, his/her/its successors and assigns, shall not be liable for any of the common expenses chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser, his/her/its successors and assigns.
- (b) In a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid charges against the latter for his/her/its proportionate share of 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 therefore. However, upon request of a prospective purchaser the Board of Directors shall make and deliver a statement of the unpaid charges against the prospective grantor, and the grantee in that case shall not be liable for, nor shall the unit when conveyed be subject to, a lien filed thereafter for any charges against the grantor in excess of the amount therein set forth.

Section 11. Statement of Common Expenses and Assessments. The Board of Directors shall promptly provide any unit owner who makes a request in writing with a written statement of his/her/its unpaid common expenses and assessments.

## **ARTICLE VIII COLLECTION OF ASSESSMENTS; ENFORCEMENT**

Section 1. Compliance with Declaration, Bylaws, Rules and Regulations. Each unit owner shall comply with the Declaration, Bylaws, and rules and regulations adopted pursuant thereto, as well as with such other covenants, conditions and restrictions contained in the deed to the unit. Failure to comply therewith shall be grounds for an action maintainable by the Association or by an aggrieved unit owner.

Section 2. Authority to Enforce and Collect. The Board of Directors, or its designee, shall be responsible for notifying all Unit Owners of all general and special assessments,

and the collection thereof. Notice and billing of general assessments, though payable monthly, may be sent annually following the approval of the annual budget. Notice and billing of special assessments shall be sent to all affected Unit Owners. The Board of Directors, on behalf of the Association, shall take prompt action against any violator to enforce the provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto, including prompt action to collect any unpaid assessment. In doing so, the Board may exercise one or more of the remedies, separately or concurrently, specified in this Article, as well as any other remedies which may be available at law, subject to the provisions of the Declaration, Bylaws, and the Oregon Condominium Act.

**Section 3. Abatement and Enjoining of Violations.** In the event of the violation of the Declaration, Bylaws, or any rules or regulations adopted pursuant thereto, the Board of Directors shall have the right to:

- (a) enter the unit or limited common element in which or as to which such violation exists and summarily abate and remove, at the expense of the unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provision of the documents (except that judicial proceedings must be instituted before items of construction can be altered or demolished), and the Board and its agents shall not thereby be deemed guilty of any manner of trespass; and/or
- (b) enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

**Section 4. Late Charges; Fines.** The Board may, if it deems appropriate, impose charges for late payments of assessments and, after giving notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and rules and regulations adopted pursuant thereto, subject to the provisions of ORS 100.405(4)(k).

**Section 5. Acceleration of Assessment.** In the event that a unit owner fails to pay an installment of an assessment when it is due, the Board may, after ten (10) days written notice, declare the defaulting unit owner's entire annual or special assessment due immediately and interest thereafter shall accrue on the entire assessment at twelve percent (12%) per annum until paid.

**Section 6. Foreclosure of Lien Against Unit; Appointment of Receiver; Power to Bid at Foreclosure Sale.** The Board of Directors, on behalf of the Association, may bring suit to foreclose the lien against the unit pursuant to ORS 100.450. In any such foreclosure suit, the owner shall be required to pay reasonable rental for the unit. The plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect the rent. The Board of Directors, acting on behalf of the unit owners, shall have the power to bid for the unit at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same, subject to the restrictions in Article V, Section 2(h).

Section 7. Action to Obtain and Recover a Money Judgment. The Board of Directors, on behalf of the Association, may bring an action to obtain a money judgment against a unit owner for damages and/or for unpaid assessments. An action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same referred to in Article VII, Section 9 of these Bylaws.

Section 8. Restriction of Right to Use of Common Element Facilities. In the event a unit owner fails to pay assessments when due or violates the provisions of the Declaration, Bylaws or rules and regulations adopted pursuant thereto, the Board of Directors may deny or restrict such unit owner's right to use any common element facility with respect to which such unit owner otherwise had a right of use so long as the assessment remains unpaid or the violation continues.

Section 9. Assessment Collection Costs; Attorney's Fees. Unit owners shall be obligated to pay for reasonable fees and costs including, but not limited to, attorney's fees incurred in connection with efforts to collect delinquent and unpaid assessments, and/or to enforce the provisions of the Act, Declaration, Bylaws or rules and regulations adopted pursuant thereto, whether or not suit or action is commenced. In the event suit or action is commenced for any of the foregoing, the defendant unit owner or owners, jointly and severally, will be liable for the costs of such suit or action, including reasonable attorney's fees to be fixed by the Court or Courts, at trial, on appeal, and on any petition for review, in addition to all other obligations.

## **ARTICLE IX MAINTENANCE AND USE OF CONDOMINIUM PROPERTY**

### **Section 1. Maintenance and Repair.**

- (a) Each unit owner must perform promptly all cleaning, maintenance and repair work within his/her/its own unit, which if omitted would affect the common elements of the Condominium or a part thereof belonging to other unit owners, and shall be responsible for the damages and liabilities that his/her/its failure to do so may cause.
- (b) Each unit owner shall be responsible for the repair, maintenance, or replacement of windows, doors, and any plumbing, heating or air conditioning fixtures, telephones, water heaters, fans, lighting fixtures and lops, fireplaces and flues, refrigerators, dishwashers, ranges, ovens, or other appliances and accessories that may be in or connected with his/her/its unit, regardless of whether such items are designated common elements.
- (c) Each unit owner shall keep the walkways, entryways, and patios that are designated as limited common elements appurtenance to his/her/its unit in a neat, clean and sanitary condition.

- (d) A unit owner shall promptly reimburse the Association for any expenditure incurred in repairing or replacing any common element damaged as a result of the acts of such unit owner, member of such unit owner's family, or a tenant, guest or invitee of such unit owner, as provided in Article X, Section 7, of the Bylaws.
- (e) All other maintenance, repair and replacement to the general and limited common elements shall be made by the Association as a common expense.

Section 2. Use of Units; Internal Changes; Alterations.

- (a) All units shall be used for general office purposes only, and all common elements shall be used in a manner conducive to such purposes. A unit owner shall be permitted to lease or rent his/her/its unit or any part thereof to others. Any lease or rental agreement shall provide that the terms of said agreement shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure by the tenant to comply with the terms of such documents shall be a default under said agreement. All such agreements that provide for a tenancy in excess of one month shall be in writing, and copies shall be given to the Board of Directors.
- (b) A unit owner shall make no repair or alteration or perform any other work on his/her/its unit which would jeopardize the soundness or safety of the condominium, reduce the value thereof, impair any easement or hereditament or increase the common expenses of the Association unless the consent of all the other unit owners affected is first obtained. Subject to this limitation, however, a unit owner may make any improvements or alterations to his/her/its unit that do not impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium. Without limiting the foregoing, a unit owner shall be entitled to install one additional entrance to his/her/its unit without the necessity of obtaining the prior approval of the Board of Directors, so long as the design and construction of such entrance complies with all applicable laws and is consistent in appearance and quality with the rest of the Condominium.
- (c) Prohibited Uses. All uses shall be office and/or retail that is compatible with office uses already existing in the building. Other uses may be permitted if prior approval is obtained from a majority of the Association. Offensive uses such as adult bookstores, taverns, and like uses will not be permitted.

Section 3. Use of the Common Elements. A unit owner shall not place or cause to be placed in lobbies, patios, balconies, porches, decks, ramps, vestibules, stairways, and other Condominium areas and facilities of a similar nature, any furniture, packages, or



objects of any kind, except that suitable furniture may be placed on the decks and balconies, if any. A unit owner may not change the appearance of the common elements or the exterior appearance of a unit without permission of the Board of Directors. Subject to limitations contained in these Bylaws, a unit owner may use the common elements in accordance with the purposes for which they are intended; but a unit owner may not hinder or encroach upon the lawful rights of the other unit owners.

#### Section 4. Relocation of Boundaries.

- (a) The boundaries between adjoining units, including any intervening common elements, may be relocated or eliminated by an amendment to the Declaration. The owners of the affected units shall submit to the Board of Directors a proposed amendment which shall identify the units involved, state any reallocations of common element interest, voting rights, common expense liability and right to common profits and contain words of conveyance. The Board of Directors shall approve the amendment unless it determines within forty-five (45) days that the reallocations are unreasonable or the relocation or elimination will impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium.
- (b) The Board of Directors may require the owners of the affected units to submit an opinion of a registered architect or registered professional engineer that the proposed relocation or elimination will not impair the structural integrity or mechanical systems of the Condominium or lessen the support of any portion of the Condominium.
- (c) The Board of Directors or any agent appointed by the Board of Directors may supervise the work necessary to effect the boundary relocation or elimination.
- (d) The amendment shall be executed by the owners and mortgagees or trust deed beneficiaries of the affected units, certified by the Chairperson and Secretary of the Association and approved and recorded in accordance with ORS 100.135(1)(b).
- (e) A plat necessary to show the altered boundaries between the adjoining units shall be recorded in accordance with ORS 100.115.
- (f) Any expenses incurred under this Section shall be charged to the owners of the units requesting the boundary relocation or elimination.

Section 5. Rules of Conduct. The following rules of conduct apply to all unit owners and all other persons using the Condominium in any manner.

- (a) Without prior written approval of the Board of Directors, no advertisements, posters, or signs of any kind shall be displayed to public view on or from any unit or the common elements except signs used by Declarant to advertise units for sale or lease.
- (b) All persons shall exercise extreme care about creating disturbances, making noises, or using musical instruments, radios, television, and amplifiers that may disturb other residents.
- (c) No garbage, trash or other waste shall be deposited or maintained on any part of the common elements except in areas or containers designated for such items.
- (d) No person shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, or similar devices on the exterior of the Condominium or cause them to protrude through the walls or the roof of the Condominium except as authorized by the Board of Directors. No exterior window guards, awnings, or shades, or exterior lights or noise making devices shall be installed without prior consent of the Board of Directors.
- (e) The parking spaces designated as common element in the Declaration are intended for use of automobiles of only unit owners, tenants, and guests. The Board may make such rules as necessary to govern the use of any common element parking areas by which all unit owners and other users shall be bound. No recreational vehicles, boats or abandoned vehicles shall be stored or parked within the Condominium without the express authorization of the Board of Directors.
- (f) Nothing shall be done or kept in any unit or in the common elements which will increase the cost of insurance on the common elements which will result in cancellation of insurance on any unit or any part of the common elements.

Section 6. Signage. No signage will be allowed on the building without permission from the Association. A common monument sign will be provided along Q Street, with the following allocation for sign faces:

Units 1A, 1B, 2A & 2B	4 spaces
Units 1C, 1D, 2C, 2D & 2H	4 spaces
Units 1E, 1F, 1G & 2E	4 spaces

Window signs may be allowed with prior approval from the Association.

Section 7. Additional Rules Adopted by Board of Directors. In addition, the Board of Directors from time to time may adopt, modify, or revoke such other rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Condominium. Such rules and regulations may be modified or repealed by binding vote of the unit owners. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Secretary promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery.

## **ARTICLE X INSURANCE AND BONDS**

Section 1. Insurance ("Master Policy"). For the benefit of the Association and the unit owners, the Board of Directors shall secure and maintain the following insurance coverage and shall pay for the same out of the common expense funds.

- (a) **Fire and Extended Coverage.** A policy or policies of property insurance equal to full replacement value (i.e. one hundred percent (100%) of current "replacement" cost) exclusive of land, foundation, excavation, and other items normally excluded from coverage of a condominium project, but including all buildings, units, service equipment and the like and any fixture or equipment within an individual unit which is financed under a mortgage, with an Agreed Amount and Inflation Guard Endorsement or its equivalent, if available. Such policy or policies shall name the Declarant, the Association, and the unit owners as insured and shall provide for a separate loss payable in favor of all mortgagees, their successors and assigns. Such policy or policies shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and by vandalism and malicious mischief. Such policy or policies may provide protection against loss or damage from windstorm, water damage, and such other risks as are customarily covered in similar condominium projects. Such policy or policies shall be with an insurer with a policy holder's rating of at least B and a financial rating of not less than III (or as an alternative an A in general) under Best's Insurance Reports. In no event shall such policy or policies have a deductible clause in excess of One Thousand Dollars (\$1000) per unit.
- (b) **Liability Coverage.** A comprehensive policy or policies insuring the Association, the unit owners individually, the Board of Directors, and the manager, if any, against liability to the public, the unit owners, and their invitees or tenants, incident to the ownership, supervision, control or use of the property. There may be excluded from the policy required under this paragraph, coverage of a unit owner, other than coverage as a member of the Association or Board of Directors, for liability arising out of acts or

omissions of that unit owner and liability incident to the ownership or use of the part of the property as to which that unit owner has the exclusive use or occupancy. Liability insurance required under this paragraph shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement providing that the rights of a named insured under the policy shall not prejudice any action against another named insured. Limits of liability under such insurance policy shall not be less than One Million Dollars (\$1,000,000) on a combined single limit basis.

- (c) **Worker's Compensation.** Workers' compensation insurance to the extent necessary to comply with any applicable laws.

**Section 2. Policy Provision.** The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

- (a) A waiver of subrogation by the insurer as to any claims against the Board of Directors.
- (b) A provision that the policies cannot be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the policy.
- (c) A provision that the master policy is primary in the event a unit owner has other insurance covering the same loss.

**Section 3. Settlement of Loss.** All losses under policies above described shall be settled exclusively with the Board of Directors or its authorized representative. Proceeds of the policies shall be paid to the Association as trustee for the unit owners, or, upon demand of any mortgagee, to an insurance trustee acceptable to the Association and mortgagees of units.

**Section 4. Unit Owner's Obligations.** Each unit owner shall be responsible for obtaining, at his/her/its own expense, insurance covering his/her/its property not insured under Section 1(a) and against his/her/its liability not covered under Section 1(b); provided, however, that no unit owner shall be entitled to exercise his/her/its right to maintain insurance coverage in such a way so as to decrease the amount which the Board of Directors, on behalf of the Association and all unit owners, may realize under any insurance policy which the Board of Directors may have in force at any particular time. Additionally, each unit owner must inform the Board of Directors of all improvements made by such owner to his/her/its unit which have a value in excess of Five Hundred Dollars (\$500), so that the Board of Directors may make any desired adjustments in insurance coverage.

**Section 5. Unit Owner's Reimbursement.** A unit owner shall promptly reimburse the Association for any expenditures incurred in repairing or replacing any portions of the

common elements or units that are damaged or lost through his/her/its fault or at his/her/its direction where such damage or loss is not covered by insurance policies carried by the Association for the owner's and the Association's benefit; if such damage or loss is covered by said policies, the unit owner will promptly pay all amounts that would otherwise be paid by the Association pursuant to the deductible clause of said policies.

Section 6. Review of Insurance Policies; Additional Insurance. At least annually, the Board of Directors shall review all insurance carried by the Association, which review shall include an appraisal of all improvements made to the Condominium by a representative of the insurance carrier writing the policy or policies specified in Section 1. The Board may obtain such additional insurance coverage as it deems necessary or appropriate, from time to time, for the benefit of the Association, the unit owners, and mortgagees.

## ARTICLE XI DAMAGE AND DESTRUCTION

Section 1. Insurance Proceeds Sufficient to Cover Loss. In case of fire, casualty, or any other damage and destruction, the insurance proceeds of the master policy, if sufficient to reconstruct the property damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the damaged or destroyed property, as used in this paragraph, means restoring the property to substantially the same condition in which it existing prior to the fire, casualty or disaster, which each unit and the common element having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished under the direction of the Board of Directors or its designee.

Section 2. Insurance Proceeds Insufficient to Cover Loss. If the Insurance proceeds are insufficient to reconstruct the damaged or destroyed property, the damage to, or destruction of, such property shall be promptly repaired and restored by the manager or the Board of Directors, using the proceeds of insurance, if any, on such property for that purpose, and all the unit owners shall be liable for assessment for any deficiency for such reconstruction, such deficiency to take into consideration as the unit owner's contribution any individual policy insurance proceeds provided by such unit owner. Provided, however, if seventy-five percent (75%) or more in value of all the property is destroyed or substantially damaged and if the unit owners, by two-thirds (2/3) or more of all votes agree that the property shall not be repaired, reconstructed or rebuilt, then the property shall be considered removed from the provisions of the Oregon Condominium Act, and

- (a) The property shall be deemed to be owned in common by all the unit owners;
- (b) The respective interest of a unit owner shall be the total of the fair market value of his/her/its unit and common element interest appertaining to such unit immediately before termination of the Condominium. The proportion

of any unit owner's interest to that of all unit owners shall be determined by dividing the fair market value of that unit owner's unit and common element interest by the total fair market values of all units and common element interests. The fair market value of each unit and common element interest appertaining to such unit shall be determined by: (i) Agreement of all unit owners, or (ii) An independent appraiser selected by the Board of Directors. The decision of the appraiser shall be distributed to the unit owners and shall become final unless within fifteen (15) days after the distribution, the Board of Directors receives written objection from unit owners holding at least one-third (1/3) of all the votes. In such event, a new appraiser shall be selected by the presiding judge of the Circuit Court for Lane County. Such appraiser's decision shall be final.

- (c) All costs and expenses incurred under this Section shall be common expenses.
- (d) In the event any part of the property has been damaged or destroyed, the appraiser may use any available data and information pertaining to the Condominium including, but not limited to, building plans, prior appraisals and information on file with governmental authorities.
- (e) Liens affecting any unit shall be liens, in accordance with the then existing priorities, against the undivided interest of the unit owner in the property owned in common.
- (f) The property shall be subject to an action for partition at the suit of any unit owner. If a decree of partition orders the sale of the property, the net proceeds of sale, together with the net proceeds of the policies of insurance on the property, if any, shall be considered as one fund and shall be divided among the unit owners and (their mortgagees as their interests may appear) in proportion to the unit owners' respective undivided interests in said fund after first paying out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

## ARTICLE XII CONDEMNATION

The Board of Directors shall have the sole authority to negotiate with any public or private body or person having the power of eminent domain and to sue or defend in any litigation involving such bodies or persons with respect to the common elements of the Condominium and shall assist any unit owner whose unit or a part thereof is the subject of any condemnation or eminent domain proceeding. Prompt written notice of any such proceeding shall be given to the unit owners and their mortgagees. With respect to taking of the common elements or any part thereof, the Board of directors shall arrange for the

repair or restoration of said common elements out of the proceeds of the award unless the unit owners, by two-thirds (2/3) or more of all votes, agree not to repair or restore said common elements. In that event, the Board of Directors shall disburse the net proceeds of such award to the unit owners (and their mortgagees as their interests may appear) according to the formula and procedure prescribed herein in Article XI, Section 2.

### **ARTICLE XIII AMENDMENTS TO BYLAWS**

The Bylaws may be amended by approval of a majority of the unit owners upon motion duly made at any regular or special meeting for which notice (including the proposed amendment(s)) has been properly given; provided, however

- (a) Any amendment which relates to age restrictions, pet restrictions, limitations on the number of people who may occupy units, and limitations on the rental or leasing of units must be approved by unit owners holding at least two-thirds (2/3) of all the votes; and
- (b) Declarant's written consent to any amendment shall be required until such time as two-thirds (2/3) of the total number of units which Declarant may submit to the Condominium have been conveyed to persons other than Declarant; and
- (c) Declarant's written consent shall be required to any amendment which would limit or diminish any special Declarant's right until such time as Declarant waives in writing this right of consent.

If required by the Act, prior to the recordation of such amendment, the Association will submit the proposed Amended Bylaws or Amendment to a Bylaw to the Oregon State Real Estate Commissioner for approval in accordance with the Act. If approved, said amendments shall be recorded in Lane County, Oregon.

### **ARTICLE XIV INDEMNIFICATION OF DIRECTORS OFFICERS, EMPLOYEES, AND AGENTS**

The Association shall indemnify any director, officer, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that he is or was a director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said

person in connection with such suit, action, proceeding, or appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had not reasonable cause to believe his/her/its conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe his/her/its conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to seek reimbursement of any such payment, should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a director, officer, employee, or agent shall have a right of contribution over and against all other directors, officers, employees, or agents and members of the Association who participated with or benefited from the acts which created said liability.

#### **ARTICLE XV MISCELLANEOUS**

Section 1. Notices. All notices to the Association or the Board of Directors shall be sent care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any unit owner shall be sent to such address as may have been designated by him from time to time, in writing, to the Board of Directors, or if no address has been designated, then to the owner's unit.

Section 2. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 3. Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience or reference and shall in no way limit any of the provisions of these Bylaws.



IT IS HEREBY CERTIFIED that these Bylaws have been adopted on behalf of the Association by the undersigned Declarant(s), and will be recorded in the Deed Records of Lane County, Oregon, together with the Declaration for said Condominium, after said Declaration is approved by the Real Estate Commissioner's Office and the Assessor of said County.

DATED this 3 day of APRIL, 2006.

Q STREET CONDOMINIUMS  
An unincorporated association

By: WATSON-ALBERTS, LLC

By: 

Title: Member