

RECORDING REQUESTED BY:

BOOK 1509 PAGE 917

Ridgeview Condominium Homeowners Association  
(Name of Association)

WHEN RECORDED MAIL TO:

CONDOMINIUM MANAGEMENT, INC.  
278 S. W. Arthur Street  
Portland, Oregon 97201

REQUEST FOR NOTIFICATION

The Board of Directors of the Ridgeview Condominium hereby places on record that the AGENT OF RECORD for the Homeowner's Association shall be notified prior to the title transfer of condominium/PUD units in the property described as:

CITY OF LAKE OSWEGO, MULTNOMAH COUNTY, OREGON  
63 Units - numbered one (1) through 63 (63)  
47 Eagle Crest Drive, Lake Oswego, Oregon 97034

Prior to transfer of title, it will be necessary for the AGENT OF RECORD to provide vital information concerning unit ownership in this Association including the obligation of each homeowner to pay a monthly fee and the current status of each homeowners fulfillment of that obligation. The AGENT OF RECORD will issue instructions to escrow on behalf of the Homeowners Association for the collection of any maintenance fees or special assessments that must be paid prior to transfer of title.

The Escrow Company is hereby requested to provide detailed information to the AGENT OF RECORD pertaining to the closing date of all sales and resales, including the name and address of Seller(s) and the name, address and telephone number of Buyer(s) within ten (10) days of close of escrow.

All checks for payment of assessments are to be made payable to: Ridgeview and mailed to the AGENT OF RECORD within ten (10) days of close of escrow.

AGENT OF RECORD:

CONDOMINIUM MANAGEMENT, INC.  
Managing Agent  
278 S. W. Arthur Street  
Portland, Oregon 97201  
Telephone: 224-2295

RIDGEVIEW CONDOMINIUM HOMEOWNERS ASSOCIATION

By Vicki Johnson  
its Chairman

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss

On February 24, 1981, before me personally appeared Vicki Johnson to me known to be the Chairman of the Ridgeview Condominium Homeowners Association that executed the within instrument on behalf of the Association therein named, and acknowledged to me that such Association executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

Linda H. Matthews  
Notary Public in and for said  
County and State

My Commission Expires: 1-18-86

MAR 13 1981

MAR 13 1981

18327

28327

23. N

**MAR 13 1963**

MAR 13 1981

Dr. Samuel

DECLARATION OF UNIT OWNERSHIP  
FOR

"RIDGEVIEW" CONDOMINIUM  
MULTNOMAH COUNTY, OREGON

1294  
RC 1734 MU 2309

This Declaration ("Declaration") is made in Multnomah County, Oregon this 14<sup>th</sup> day of SEPTEMBER, 1978 by JOHN R. BAUMACH ("Declarant") for himself, his successors, grantees and assigns, pursuant to provisions of the Oregon Unit Ownership Law, ORS 91.500 to ORS 91.671, inclusive, and ORS 91.990 ("the Act").

ARTICLE I

WHEREAS:

- (1) Declarant is owner in fee simple of certain land located in Multnomah County, Oregon ("the land"), more particularly described in attached and incorporated Exhibit A;
- (2) Declarant has constructed residential buildings and certain other improvements on the land;
- (3) Declarant desires to submit the land, together with all such improvements, to the provisions, restrictions and limitations of the Act as a condominium project known as "Ridgeview" Condominium;
- (4) Declarant desires and intends to sell the fee title to individual units contained in the condominium project, together with an undivided ownership interest in appurtenant common elements, and together with an undivided ownership interest in the appurtenant limited common elements, to various purchasers, subject to covenants,

NR:1754 NR:2310

conditions and restrictions reserved to be kept and observed; and

(5) Declarant intends to develop the condominium project in one phase consisting of 63 units,

NOW, THEREFORE, for those purposes, Declarant makes this Declaration:

## ARTICLE II

The name by which the land and improvements shall be known is "RIDGEVIEW" Condominium.

## ARTICLE III

### Definitions

Terms used in this Declaration have the meanings stated in the Act and as follows, unless the context clearly indicates a different meaning:

A. "Declarant" means John R. Baunach who has made and executed this Declaration.

B. "The Act" means the Oregon Unit Ownership Law, ORS 91.500 to 91.671 and ORS 91.990.

C. "Declaration" means this instrument.

D. "Property" means (1) the land, (2) the buildings, (3) all other improvements, (4) all structures, (5) all easements, (6) all rights, (7) all appurtenances, and (8) all articles of personal property intended for use in connection with (1) through (7) of this paragraph D.

E. "Condominium project" means the entire real estate condominium project referred to in this Declaration.

F. "Unit" means that part (together with its undivided interest in the common elements and all appurtenances) of the property owned in fee simple by unit owners for independent use, including a building of one or more rooms occupying one or more floors of a building or a part or parts thereof, and with a direct exit to a public street or highway or to a common element or elements leading to a public street or highway and all components of ownership with respect to that part.

G. "Unit owner" means the person(s) owning a unit in any real estate tenancy relationship recognized under the laws of the state of Oregon.

H. "Unit owners" means unit owners of "Ridgeview" Condominium and includes the original purchasers and others who may subsequently become unit owners.

I. "Association" or "'Ridgeview' Condominium Owners' Association" means the association of all unit owners acting as a group in accordance with the Declaration and By-Laws.

J. "Unit number" means the arabic number designating a particular unit in the Declaration.

K. "Majority" or "Majority of unit owners" means the owners of more than 50% in the aggregate of the undivided ownership interests in the general common elements as the percentage of interests in such elements appertaining to each unit is expressed in the Declaration. Whenever a percentage of the unit owners is specified, percentage means the percentage in the aggregate of such undivided ownerships.

L. "Board" or "Board of Directors" means the Board composed

1294 MUC

of persons elected by the Association as provided by this Declaration in accordance with the By-Laws attached and incorporated as Exhibit E. The Board shall have responsibility and authority to make and to enforce all reasonable rules and regulations covering operation and maintenance of the property.

M. "Manager" means the person(s), firm or corporation selected by the Board to be in charge of administration of or management of the Condominium project.

N. "Common elements" means:

(1) That portion of the condominium project not specific included in the respective units;

(2) All land beneath each unit, all structural portions, all buildings other than the unfinished and undecorated interior surface of the perimeter walls, floors and ceilings of units, all foundations, columns, joists, girders, beams, supports, supporting walls, supporting floors, supporting ceilings, supporting roofs, main walls, roofs, exterior walkways, driveways, parking areas, service streets, patios, decks, porches, yards, gardens, fences, swimming pool, swimming pool decks, recreation rooms, utility rooms, stairways, fireplaces (except the fireplace in Unit Number 47, which fireplace is contained wholly within the unit), chimneys, installations of power, light and other utilities to outlets and, in general, all other apparatuses, installations and other parts of the property necessary or convenient to the existence, maintenance and safety of aforesaid common elements or normally in common use; and

EX-1234 RE-2343

(3) All common elements as defined in the Act, whether or not expressly listed in this Declaration, except that portion of the condominium project included in the respective units.

O. "Common expenses" means:

(1) Expenses of administration, maintenance, repair or replacement of common elements;

(2) Expenses agreed upon as common by all unit owners; and

(3) Expenses declared common by Subsection (7) of ORS 91.500 and Subsection (2) of ORS 91.554, by this Declaration or by the By-Laws.

P. "Limited common elements" means those common elements designated in this Declaration as reserved for use of a certain unit or units to the exclusion of other units.

Q. "Institutional holder" means a mortgagee or trust deed beneficiary which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company or any federal or state agency.

R. "Lease" means any contract or agreement for exclusive possession of land or tenement for a determinate period or recurring periods and includes, but is not limited to, month to month rental.

S. "Articles of Incorporation" means the instrument by which the Association is formed and organized as a private non-profit corporation under general corporation laws.

T. "Mortgagee" means a mortgagee or a trust deed beneficiary.

U. Definitions contained in the Act, to the extent to which they are applicable to and not inconsistent with this Declaration, are incorporated in, made a part of and have the same effect as if expressly set forth in this Declaration.

#### ARTICLE IV

##### Description of Property

###### A. Description of Land.

The land is the tract or parcel of land in Multnomah County, State of Oregon, more particularly described in attached and incorporated Exhibit A.

###### B. General Description of Buildings.

The condominium contains six cedar wood sided frame buildings with flat tile roofs, encompassing a total of sixty-three (63) residential units.

Building A contains six two-bedroom units, each of which comprises approximately 886 square feet, and six one-bedroom units, each of which comprises approximately 656 square feet. Four units numbered 1, 2, 3 and 4 are located on the ground floor level. Four units numbered 5, 6, 7 and 8 are located on the second floor level. Four units numbered 9, 10, 11 and 12 are located on the third floor level.

Building B contains nine two-bedroom units, each of which comprises approximately 886 square feet, three one-bedroom units, each of which comprises approximately 656 square feet and three two-bedroom units, each of which comprises approximately 923



EX-1234 2015

square feet. Five units numbered 13, 14, 15, 16 and 17 are located on the ground floor. Five units numbered 18, 19, 20, 21 and 22 are located on the second floor level. Five units numbered 23, 24, 25, 26 and 27 are located on the third floor level.

Building C contains eleven two-bedroom units, each of which comprises approximately 886 square feet, three two-bedroom units, each of which comprises approximately 923 square feet, and nine one-bedroom units, each of which comprises approximately 656 square feet. Building C also contains a recreation room, a laundry room and a storage room, all of which comprise approximately 886 square feet. Seven units numbered 28, 29, 30, 31, 32, 33 and 34 are located on the ground floor level. Eight units numbered 35, 36, 37, 38, 39, 40, 41 and 42 are located on the second floor level. Eight units numbered 43, 44, 45, 46, 47, 48, 49 and 50 are located on the third floor level. The recreation room, storage room and laundry room are located on the ground floor level.

Building D contains six one-bedroom units, each of which comprises approximately 656 square feet, and three three-bedroom units, each of which comprises approximately 992 square feet. Three units numbered 51, 52 and 53 are located on the ground floor level. Three units numbered 54, 55 and 56 are located on the second floor level. Three units numbered 57, 58 and 59 are located on the third floor level.

MA1291 to 2316

Building E contains one two-bedroom single story duplex unit numbered B(61), which comprises approximately 830 square feet and one three-bedroom single story duplex unit numbered A(60), which comprises approximately 1,028 square feet.

Building F consists of one two-bedroom single story duplex unit numbered D(63), which comprises approximately 830 square feet and one three-bedroom single story duplex unit numbered C(62), which comprises approximately 1,028 square feet.

Respective locations of buildings are set forth in attached and incorporated Exhibit C.

C. Description of Units.

The units are of varying sizes and six separate floor plans. Each of one class of units contains a living room, dining room, kitchen, one bedroom, one bathroom and storage area. Each of a second class of units contains a living room, dining room, kitchen, two bedrooms, one bathroom and storage area. Each of a third class of units contains a living room, dining room, kitchen, three bedrooms, one bathroom and storage area. Each of a fourth class of units contains a living room, dining room, kitchen, three bedrooms, one and one-half bathrooms and storage area.

Each unit consists of:

(1) The space enclosed within the unfinished and undecorated interior surface of its perimeter walls, floors and ceilings (being in appropriate cases the inner surfaces parallel to the roof plane of the roof rafters and the projections thereof) projected, where appropriate, to form a complete enclosure of space.

NOV 129: 1112317

(2) Any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors and ceilings, including, without limitation, paint, lacquer, varnish, wallpaper, tile and paneling.

(3) Non-supporting interior walls.

(4) Windows and doors in the perimeter walls, whether located within the bounds of a unit or not.

(5) All utility pipes or lines or systems and connected fixtures or connected appliances serving a single unit (or connecting a single unit to a main or central utility to the point of disconnection from such main or central utility), whether located within the otherwise bounds of the unit or not, but not including any occupied space to the extent located outside the otherwise bounds of the unit.

The fireplace within Unit Number 47 is not a common element, but is contained in and is a part of Unit Number 47.

**D. Conveyance.**

The legal estate of each unit owner shall be fee simple. Every deed conveying legal title to a unit and every other instrument affecting title to a unit may describe that unit by its identifying number or symbol in substantially the fashion:

- Unit \_\_\_, described in that certain Declaration of Unit Ownership for "Ridgeview" Condominium, and an undivided \_\_\_% interest in all appurtenant common elements, an exclusive irrevocable license, easement and right of use and occupancy with respect to the patio number \_\_\_, deck number \_\_\_, parking space number \_\_\_, garage number \_\_\_ or fireplace number \_\_\_ (strike out which is inapplicable), and a non-exclusive easement to use the unlimited general common elements, which Declaration was recorded on the \_\_\_ day of \_\_\_, 1978 in Book \_\_\_, Page \_\_\_, Film Records of Multnomah County, Oregon, which unit is intended for residential use.

no. 1234 no. 2318

That description will be construed to describe the unit, together with the appurtenant undivided interest in the common elements and to incorporate all rights incident to ownership of a unit and all limitations on such ownership as described in this Declaration, including all appurtenant and undivided interests.

**E. Description of General Common Elements.**

Each unit is granted a non-exclusive easement to use the unlimited general common elements.

The general common elements consist of all common elements not described as limited common elements.

Without limiting the generality of the definition of common elements, common elements includes:

(1) Parking areas and spaces in which no unit owner has an irrevocable license, easement and right of use and occupancy. Such parking areas and spaces are for concurrent use of all unit owners and their guests, subject to regulation by the Association.

(2) Roadways contained in the property, but such roadways shall cease to be part of common elements when and if they are dedicated to public use with the consent of the association and accepted by public authority having jurisdiction.

(3) Any utility, pipe or line or system servicing more than a single unit, and all ducts, wires, conduits and other related accessories.

(4) All repairs and replacements of otherwise defined common elements.

(5) Swimming pool and adjacent deck.

ma 1234 ma 2318

(6) Recreation room, adjacent patio and storage area.

F. Description of Limited Common Elements.

Each unit owner of unit numbered 1, 2, 15, 16, 17, 28, 29, 30, 31, 32, 33, 34, 51, 52, 53, A(60), B(61), C(62) and D(63) is granted an irrevocable license, easement and right of use and occupancy to use and to occupy, as a limited common element, the concrete patio which is contiguous with the unit and bears in Exhibit C-1 of this Declaration the number corresponding to the unit. Each such patio is reserved exclusively for the use of the owner of its corresponding unit, and the irrevocable license, easement and right of use and occupancy of the patio is permanently appurtenant to the corresponding unit of the same number, and shall not be severed or severable from the unit.

Each unit owner of units numbered 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 54, 55, 56, 57, 58 and 59 is granted an irrevocable license, easement and right of use and occupancy as a limited common element the wooden deck contiguous with the unit and bears in Exhibit C-1 of this Declaration the number corresponding to the unit. Each such deck is reserved exclusively for the use of the owner of its corresponding unit and the irrevocable license, easement and right of use and occupancy of the deck is permanently appurtenant to the corresponding unit of the same number, and shall not be severed or severable from the unit.

Each unit owner of units numbered 7, 8, 11, 12, 18, 21, 22, 23, 26, 27, 35, 36, 41, 42, 43, 44, 49, 50, 56, 59, A(60) and

na1794 na2380

C(62) is granted an irrevocable license, easement and right of use and occupancy as a limited common element the fireplace contiguous with the unit and each bears in Exhibit C-1 of this Declaration the number corresponding to the unit. Each such fireplace is reserved exclusively for the use of the owner of its corresponding unit and the irrevocable license, easement and right of use and occupancy of the fireplace is permanently appurtenant to the corresponding unit of the same number, and shall not be severed or severable from the unit.

To accommodate at least one automobile for each unit, each unit owner of units numbered A(60), B(61), C(62) and D(63) is granted an irrevocable license, easement and right of use and occupancy as a limited common element one of the garages bearing the corresponding number with the unit. Each such garage is reserved exclusively for the use of the owner of its corresponding unit and the irrevocable license, easement and right of use and occupancy of the garage is permanently appurtenant to the corresponding unit of the same number, and shall not be severed or severable from the unit.

To accommodate at least one automobile for each unit, each unit owner of units numbered 1 through 59 is granted an irrevocable license, easement and right of use and occupancy as a limited common element the parking space bearing the corresponding number with the unit. Each such parking space is reserved exclusively for the use of the owner of its corresponding unit and the irrevocable license, easement and right of use and occupancy of the parking

2015-2016

space is permanently appurtenant to the corresponding unit of the same number, and shall not be severed or severable from the unit.

A unit owner's use and occupancy of limited common elements reserved for his unit shall be subject to and in accordance with this Declaration and the By-Laws.

#### ARTICLE V

##### Submission to Condominium Ownership

Declarant submits the property to the provisions of the Act as a condominium, and this Declaration is submitted in accordance with, and shall be construed in accordance with, the terms and provisions of the Act.

#### ARTICLE VI

##### Covenants to Run with the Land

This Declaration, with its covenants, conditions and restrictions relating to the condominium project and the property, shall be enforceable equitable servitudes and shall run with the land and the property, and this Declaration and servitudes shall be binding upon Declarant, Declarant's successors and assigns, and upon all owners or subsequent owners of all or any part or unit of the condominium project or the property and upon their grantees, mortgagees, successors, heirs, executors, administrators, devisees and assigns.

#### ARTICLE VII

##### Statement of Purposes, Uses and Restrictions

###### A. Purposes.

The purpose of the property is to provide housing for unit owners and their respective families, tenants, guests and servants in accordance with the provisions of the Act and this Declaration.

**B. Restriction on Use.**

am 1284 m 2322

The units and common elements shall be used and occupied as follows:

(1) No part of the property shall be used for other than housing and related common purposes for which the property was designed. Each unit shall be used as a residence for a single family and for no other purpose. With the exception of a lender in possession of a unit following default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner shall lease his unit for transient or hotel purposes. Rental for transient or hotel purposes is any rental for a period less than 30 days. No unit owner shall lease less than the entire unit. Each lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws and that any failure by a lessee to comply with the terms of the Declaration and the By-Laws shall be a default under the lease. Each lease shall be in writing. Except as otherwise stated in this paragraph (1), there is no restriction on the right of any unit owner to lease his unit.

(2) Except as otherwise provided in this Declaration, without prior written consent of the Association there shall be no obstruction of, or storage of items in, the common elements.

(3) Without prior written consent of the Association, nothing shall be done or kept in any unit or in the common elements, which will increase the rates of insurance on the buildings or contents beyond that customarily applicable for residential use. No unit owner shall permit in his unit or in the common elements to be done or kept anything which will result in the cancellation of insurance on any building or contents or which would be in viola-



tion of any law or regulation of any governmental authority. No waste shall be committed of the common elements.

(4) Except as permitted under paragraph (14) of this Article VII, without prior written consent of the Association, no unit owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to hang, be displayed or otherwise be affixed to or placed on the exterior walls or roofs.

(5) No unit owner shall keep or permit the keeping of a pet which weighs more than 10 pounds. The owner or other person in control of any permitted pet daily shall pick up and dispose of all of the litter from the pet. No animal or bird shall be kept or bred for any commercial purpose. Any pet causing or creating a nuisance or disturbance shall be permanently removed from the property upon ten days written notice from the Association.

(6) No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done in any unit or in the common elements either wilfully or negligently which may be or become an annoyance or nuisance to the other unit owners or occupants.

(7) Except as otherwise provided in this Declaration, nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of part or all of the buildings or which would structurally change all or part of the buildings.

(8) No clothes, sheets, blankets, laundry of any kind or

Doc 1731 Mr 2324

other articles shall be hung out of or exposed on any part of the common elements. The common elements shall be kept free and clear of all rubbish, debris and other unsightly materials.

(9) No unit owner shall conduct or permit the noisy use of any musical instrument, operation of radio, operation of television or operation of amplifier or loud speaker in a manner which disturbs any other unit owner.

(10) No unit owner shall conduct or permit the cleaning of a dust cloth, mop, rug or any other material from the windows or to clean a rug, cloth or mop by beating on the exterior of any structure.

(11) No unit owner shall conduct or permit the placing of garbage or trash outside a garbage can or container.

(12) No unit owner shall admit or permit the presence of a waterbed in any unit.

(13) No unit owner shall conduct or permit the parking of a boat, trailer, motorcycle, truck, camper or like equipment on the property.

(14) Except as permitted by, and subject to the rules of, the Association, no industry, business, trade, occupation or profession of any kind, whether for commercial, religious, educational, charitable or other purpose shall be conducted, maintained or permitted on any part of the property. No "For Sale" or "For Rent" sign or other window display or advertising shall be maintained or permitted by any unit owner on any part of the property or in

RM1234 RM2325

any unit except that:

(a) The Declarant may perform or cause to be performed work which is incident to completion of the development of the property and the condominium project or to sale of units owned by Declarant;

(b) The Declarant or its agent may place "For Sale" signs on any unsold unit and may place other such signs on the property as may be required to facilitate sale of unsold units;

(c) The Association or the Board or the agent or representative of the Association may place "For Sale" signs on any unit or on the property for the purpose of facilitating disposal of units by any unit owner, any mortgagee or the Association.

(d) A unit owner with respect to a unit, and the Association or the Board or the agent or representative of the Association, with respect to common elements, may perform or cause to be performed any maintenance, repair or remodeling work or other work required or permitted by this Declaration; and

(e) During any foreclosure proceeding or any redemption period, a mortgagee or trust deed beneficiary may place "For Rent" or "For Sale" signs on the property if each sign does not exceed 1-1/2 feet X 2-1/2 feet in size.

(15) Draperies or curtains shall be installed by each unit owner on all windows of his unit and shall be maintained in the windows at all times. No blinds, except blinds approved by the Association, shall be installed or used without draperies. The color portion of draperies, blinds or curtains visible from the

am1294 m2326

exterior shall conform to uniform color standards specified by the Board.

(16) The Board is authorized to enact any additional rules and regulations to achieve pleasant and quiet enjoyment, use and occupancy of the property.

#### ARTICLE VIII

##### Ownership and Use

###### A. Ownership of a Unit.

Except with respect to any of the common elements located within the bounds of a unit, each unit owner shall be entitled to exclusive ownership and possession of his unit and to ownership of an undivided interest in the common elements in the percentage expressed in attached and incorporated Exhibit C, Page 1.

###### B. Prohibition Against Subdivision of Unit.

No unit may, by deed, plat or otherwise, be subdivided, partitioned or in any manner caused to be separated into tracts, parcels or subunits smaller than or comprising a fraction less than the whole unit.

###### C. Ownership of Common Elements.

The common elements shall be owned by unit owners as tenants in common, and the ownership of common elements shall remain undivided. No action for partition of any part of the common elements shall be maintainable, except as specifically provided in the Act, nor may any unit owner otherwise waive or release any right in

common elements.

D. Use of Common Elements.

BOOK 1234 PAGE 2327

Each unit owner may use common elements in accordance with purposes for which they are intended, but subject to this Declaration and the By-Laws. The right of use is appurtenant to and runs with each unit.

ARTICLE IX

Agent for Service of Process

The name and address of the person residing in Multnomah County, designated to receive service of process in cases provided in ORS 91.635 (1) is: Kaye Hall, President  
Condominium Management, Inc.  
278 SW Arthur St.  
Portland, OR 97201

ARTICLE X

Percentage of Ownership and Voting Rights

The percentage of ownership in common elements of the condominium shall be for all purposes, including voting. Common expenses shall be allocated among unit owners in accordance with percentage of ownership in the common elements. The percentage of ownership in the common elements is set forth in attached and incorporated Exhibit C.

ARTICLE XI

Easements

A. For the benefit of the property, the Association may grant easements for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes,

am 128: 2233

sewer lines, gas mains, telephone wires and equipment and electrical conduits and wires over, under, along, on and through any portion of the common elements. Each unit owner by his acceptance of a deed to his unit agrees from time to time to execute, acknowledge, deliver and record for and in the name of the unit owner instruments which may be necessary to effectuate the work described in the next preceding sentence.

B. An easement in favor of each unit owner is established to permit the owner to attach draperies, pictures, mirrors and like decorations and furnishings to interior surfaces of the perimeter and interior walls and ceiling.

C. Each unit shall be subject to an easement which may be necessary for installation, maintenance, repair or replacement of common elements located within boundaries of the unit.

D. If by reason of construction, reconstruction, repair, shifting, settlement or movement of any portion of the property any part of common elements encroaches or shall encroach upon any part of any unit or any part of any unit encroaches or shall encroach upon any part of common elements or any other unit, a valid easement for the encroachment and for the maintenance of the encroachment is established and shall exist for the benefit of the unit and common elements, as the case may be, so long as the encroachment exists.

## ARTICLE XII

### Management

The business, property and affairs of "Ridgeview" Condominium shall be managed by the Association through its Board of

amended 11-1-82

Directors. The Board shall consist of five directors who are unit owners in "Ridgeview" Condominium to be elected as provided in the By-Laws. The Board shall have all powers, duties and responsibilities which are now or may later be provided by the Act, by this Declaration, by the By-Laws or by later amendments and supplemental Declarations.

The Board may employ or contract for a managing agent or manager at a compensation to be established by the Board so that the managing agent or manager shall be in direct charge of the operation of the property under the supervision of the Board. Any management agreement shall be terminable by the Association for cause upon 30-day written notice and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

Upon filing of the Declaration, the developer as owner of all units shall appoint an interim Board of three directors who are officers or agents of the developer and who shall serve until their successors have been elected by the unit owners at the first organizational meeting of the Association. At the first organizational meeting of the Association, the unit owners shall elect five directors. The term of office of three of these directors shall be fixed at one year and the term of office of two of these directors shall be fixed at two years. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve for a term of two years so that the terms of at least two-fifths of the directors shall expire annually. Each director shall hold office until his respective successor has been elected by the unit owners.

1734 2338

The Board shall be responsible for control, operation and management of "Ridgeview" Condominium in accordance with the provisions of the Act, this Declaration, the By-Laws, the Articles of Incorporation and administrative management and operational rules and regulations which the Board may adopt from time to time as provided in this Declaration, and in accordance with all agreements and determinations lawfully made and entered into by the Board.

The Board shall have authority to provide facilities, in addition to those for which provision has already been made, which it deems to be in the best interests of unit owners and to effect the necessary related amendments of documents.

#### ARTICLE XIII

##### Change in Ownership

On a change in ownership of a unit and its appurtenant rights, for whatever reason, the Board or the manager, under the direction of the Board, may require as a condition to recognizing the transferee owner or owners as such that the transferee owner or owners:

- A. Furnish evidence substantiating the new ownership; and
- B. Sign an agreement accepting and agreeing to be bound by the present, and future amendments of, the Declaration, By-Laws, Articles of Incorporation and rules and regulations.

#### ARTICLE XIV

##### Assessments

Each unit owner shall pay his unit's proportionate share of common expenses. Payment shall be in amounts and at times which



NO. 1234 NW 2331

the Board determines in accordance with the Act, this Declaration and the By-Laws. There shall be a lien for nonpayment of common expenses as provided by the Act. Assessments on all units shall commence at the same time, as determined by the Board.

#### ARTICLE XV

##### Taxes

Each unit and its percentage of undivided interest in common elements are subject to separate assessments and taxation by any taxing unit in like manner as other parcels of real property. Each unit owner shall accordingly pay and discharge any and all taxes which may be assessed against his unit and his percentage of undivided interest in common elements.

#### ARTICLE XVI

##### Insurance and Indemnity

A. The Board shall secure and maintain in the name of the Association all necessary insurance coverages on the property and the activities of the Board and the Association.

B. Each unit owner may obtain additional insurance at his own expense, but no unit owner shall exercise his right to maintain insurance coverage in a way which decreases the amount which the Board, in behalf of the Association and all unit owners, may realize under any insurance policy which the Board may have in force on the property at any particular time.

C. Notwithstanding any other provision of this Declaration, the Association shall continuously maintain in effect casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for "Ridgeway" Condominium

MM1294 MU2332

established by Federal National Mortgage Association and Government National Mortgage Association, so long as either is a mortgagee or owner of a condominium within "Ridgeview" Condominium, except to the extent that such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

D. No unit owner shall be required to indemnify the Association, other unit owners or the Board, against liability, damage or injury arising from acts of the indemnitor, except to the extent such liability, damage or injury is covered by any type of insurance.

#### ARTICLE XVII

##### Payment of Expenses

Each unit owner shall pay the Board his unit's allocated portion of the cash requirement deemed necessary by the Board to manage and operate the condominium project upon the terms, at the times and in the manner in this Declaration provided, without deduction on account of any setoff or claim which the unit owner may have against the Board or the Association, and if the unit owner fails to pay any installment within one month of the time when the installment becomes due, the unit owner shall pay interest on the installment at the rate of 10% per annum from the date when the installment becomes due to the date of payment.

The cash requirements for each year, or portions of the year, are defined as, and shall be deemed to be, the aggregate sum which the Board from time to time determines, in its judgment, shall be paid by all unit owners then in existence to enable the

Association through its Board to pay all estimated expenses and outlays of the Association to the close of the year, growing out of or in connection with maintenance and operation of the land, buildings and improvements, which sum may include, among other things, the cost of management, special assessments, fire, casualty and public liability insurance premiums, common lighting, landscaping, care of grounds, repairs and renovations to common elements, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Board under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the condominium project.

The Board shall establish a reserve fund for replacement of common element components, and that fund shall be funded by monthly payments rather than by extraordinary special assessments. In addition, the Board shall establish a working capital fund for the initial three months of operation of "Ridgeview" Condominium equal to three month's estimated common elements charges for each unit.

The Board may, from time to time, up to the close of the year for which the cash requirements have been so fixed or determined, increase or diminish the amounts previously fixed or determined for the year. It may include in the cash requirements for any year any liabilities or items of expense which accrued or became payable in the previous year or which might have been included, but were not included, in the cash requirements for a previous year, and also, any sums which the Board deems necessary or prudent to provide a

BOOK 1234 PAGE 2334

reserve against liabilities or expenses then accrued or later to accrue although not payable in that year.

Notwithstanding the provisions of the next preceding paragraph, a portion of premium for casualty and fire insurance with extended coverage, if any, payable by the unit owner, shall be that percentage of the total premium expense which is directly proportionate to the value the unit owner's unit bears to the total value of units covered by such insurance. For example, if the total value of insured units is \$1,000,000 and the value of unit number 1 is \$100,000, the portion of insurance premium expense payable by the unit owner of unit number 1 is 10% of the total premium expense.

Charges related only to limited common elements shall be apportioned among the units benefitted by those limited common elements and none other.

That portion payable by the unit owner in and for each year or for a portion of a year shall be a sum within the limits and on the conditions provided determined by multiplying the aggregate amount of such cash requirements for such year, or portion of year, by the percentage equal to the unit owner's percentage of undivided interest in the common elements, and such assessments, together with any additional sums accruing under this Declaration, shall be payable monthly in advance, or in payments and installments which shall be required by the Board and at times which shall be required by the Board.

The Board shall have discretionary powers to prescribe the manner of maintaining and operating the condominium project and

to determine the cash requirements of the Board to be paid as above stated by the unit owners under this Declaration. Every such reasonable determination by the Board within the bounds of the Act and this Declaration shall be final and conclusive as to the unit owners, and any expenditures made by the Board, within the bounds of the Act and this Declaration, shall, as against the unit owner, be deemed necessary and properly made for that purpose.

Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the unit owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Action or suit to recover money judgment or decree for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing payment. The amount of any assessment, whether regular or special, assessed to the owner plus interest at 10% per annum and costs, including reasonable attorney's fees, shall become a lien upon the unit upon recordation of a verified claim as provided by the Act. The lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

- A. Tax and assessment liens on the unit, and
- B. A first mortgage or trust deed of record on the unit.

A lien for nonpayment of assessment may be enforced by sale by the Board or by a bank or trust company or title insurance company authorized by the Board. The sale shall be conducted in

DM 1294 MW 2336

accordance with law. In any foreclosure or sale, the unit owner shall be required to pay costs and expenses of such proceedings and the reasonable attorney's fees of the Board and of the Association, including any reasonable attorney's fees incurred in each appellate court.

In the event of foreclosure, the unit owner shall be required to pay a reasonable rental for the unit, and the plaintiff in the foreclosure suit or action shall be entitled to appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Board shall have power to bid in the lien on the unit at foreclosure or other sale and to hold, lease, mortgage and convey the unit.

#### ARTICLE XVIII

##### Mortgage Protection

Notwithstanding any contrary provision of this Declaration, it is declared, certified and agreed:

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

provided in this Declaration.

NA 1294 MS 2337

B. No amendment to this Article XVIII shall affect rights of the holder of any such mortgage recorded prior to recordation of the Amendment who does not join in the execution of the amendment.

C. By subordination agreement executed by or with approval of a majority of the Board, the benefits of paragraph A and paragraph B of this Article XVIII may be extended to mortgages not otherwise entitled to those benefits.

D. Any institutional holder of the first mortgage on a unit in "Ridgeview" Condominium shall, upon request, be entitled to:

(1) Inspect the books and records of "Ridgeview" Condominium during normal business hours;

(2) Receive annual audited financial statements of "Ridgeview" Condominium within 90 days after the end of any fiscal year of "Ridgeview" Condominium; and

(3) Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

E. In the event of substantial damage to or destruction of any unit or part of common elements, the institutional holder of any first mortgage on a unit shall be given timely written notice by the Association of any such damage or destruction.

F. If a unit or a portion of a unit or common elements or a portion of common elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the institutional holder of

any first mortgage on a unit shall be given timely written notice by the Association of any such proceeding or proposed acquisition.

G. Mortgagee's Right of Notification of Default.

Any holder of a mortgage is entitled to written notification from the Board of any default by the mortgagor of a unit in the performance of the mortgagor's obligations under the Declaration which is not cured within 30 days.

H. Priority of Mortgagee Over Certain Assessments.

Each holder of a first mortgage lien on a unit, which mortgage lien holder comes into possession of a unit by virtue of foreclosure of the mortgage, by virtue of remedies provided in the mortgage or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the unit free of any claims for unpaid assessments and charges against the mortgaged unit which accrue prior to the time the holder comes into possession of the unit (except for claims for a prorata share of such assessments or charges resulting from a prorata reallocation of such assessments or charges to all units including the mortgaged unit) and the lien of the Association shall thereupon be extinguished automatically. Extinguishment of the lien shall not affect the personal liability of the unit owner whose default created the lien.

I. Mortgagee's Rights of Approval or Disapproval.

The prior written approval of each institutional holder of a first mortgage lien on units in "Pidgeview" Condominium will be required for:

- (1) The abandonment or termination of condominium status



no 1294 no 233

under ORS 91.500 to 91.671 and 91.990, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(2) Any material amendment to this Declaration, the By-Laws or the Articles of Incorporation of the Association, including, but not limited to, any amendment which would change the percentage interests of the unit owners in "Ridgeview" Condominium.

(3) The effectuation of any decision by the Association to terminate professional management and to assume self-management of "Ridgeview" Condominium.

J. Certain Prohibitions Imposed on Unit Owners.

Unless all holders of first mortgage liens on individual units have given their prior written approval, the unit owner shall not:

(1) Change the prorata interest or obligations of any unit for purposes of levying assessments and charges.

(2) Partition or subdivide any unit or common elements of the project.

(3) By act or omission seek to abandon the condominium status of the project, except as provided by statute in case of substantial loss to units and common elements of the project.

**ARTICLE XIX**

Maintenance, Repair and Replacement

A. Each unit owner, at his own expense, shall keep his unit and its equipment and appurtenances in good order, condition and

nm1234 nm2340

repair and in a clean and sanitary condition and shall do all re-decorating and painting which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the Board has obtained coverage and protection by applicable insurance against injury, the unit owner, at his own expense, shall repair all injury or damages to his unit, or to the property, caused by the act, negligence or carelessness of the unit owner, of any lessee, of any sublessee, of any member of the unit owner's family or of the family of any lessee or sublessee, of any agent, employee or guest of the unit owner or by any agent, employee or guest of any lessee or sublessee, and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the unit in good repair, the unit owner shall be responsible for maintenance or replacement of any plumbing, fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals and ranges and other like equipment that may be in or connected with the unit. The Association has responsibility for all repairs and maintenance of the sewer from the street into the units.

B. Subject to approval by vote of a majority of unit owners, the Board shall repair or replace all common elements damaged or destroyed by casualty loss.

#### ARTICLE XX

##### Right of Entry

The Association, the Board and its duly authorized agent

doc 1234 no 2341

shall have the right to enter any and all units in case of emergency originating in or threatening the entered unit or any other part or premises of "Ridgeview" Condominium, whether or not the unit owner or occupant is present at the time. The Board and its duly authorized agents shall have the right to enter into any unit and all units at all reasonable times as required for the purpose of performing necessary repairs which the unit owner has failed to perform, for the purpose of performing necessary repairs upon common elements or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located in or on the unit(s); provided, however, that such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other units in the property; and provided, further, that the unit owner affected by the entry shall first be notified of the proposed entry if available and if time permits.

#### ARTICLE XXI

##### Obligation to Comply with Declaration and By-Laws

Each unit owner, tenant or occupant of a unit shall comply with the provisions of the Act, this Declaration, the By-Laws, the Articles of Incorporation and all agreements and determinations lawfully made or entered into by the Board or the Association, when acting in accordance with authority. Any failure of any unit owner,

tenant or occupant to comply with any provision of the Declaration, By-Laws or Articles of Incorporation shall give rise to a cause of action or suit in the "Ridgeview" Condominium Owners' Association and any aggrieved unit owner for recovery of damages or for injunctive relief or both.

#### ARTICLE XXII

##### Indemnification of Directors

Each member of the Board of Directors shall be indemnified and held harmless by the Association and the unit owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees reasonably incurred by him in connection with any proceeding in which he may become involved by reason of his being or having been a member of the Board.

#### ARTICLE XXIII

##### Severability

The invalidity of any one or more phrases, sentences, clauses, paragraphs or articles of this Declaration shall not affect all or part of the remaining portions of this instrument, all of which phrases, sentences, clauses, paragraphs and articles are inserted conditionally on their being held valid in law, and if one or more of the phrases, sentences, clauses, paragraphs or articles should be invalid or should operate to render this Declaration invalid, this Declaration shall be construed as if the invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, articles or articles had not been inserted.

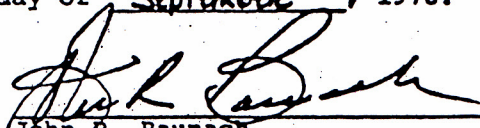
ARTICLE XXIV

Gender

BOOK 1294 PAGE 2343

In this Declaration the singular shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make provisions apply equally either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF the undersigned Declarant has hereunto set his hand and seal this 14th day of September, 1978.


  
John R. Baunach

STATE OF OREGON )

County of Multnomah ) ss.

Personally appeared the above-named John R. Baunach and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

  
Notary Public for Oregon  
My commission expires: 12/12/78

APPROVED this 15th day of September, 1978.

DEPARTMENT OF ASSESSMENT AND TAXATION  
(ASSESSOR) - MULTNOMAH COUNTY

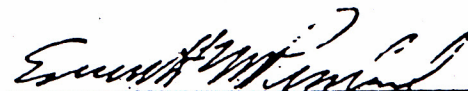
By 

EXHIBIT "A"

BOOK 1284 PAGE 2344

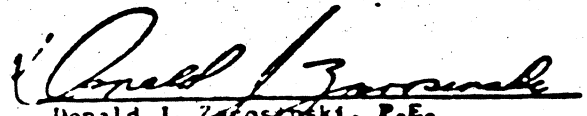
BLOCK 14 of MOUNTAIN PARK BLOCKS 10-31, LOCATED IN THE SOUTHEAST ONE QUARTER OF SECTION 32, TOWNSHIP ONE SOUTH, RANGE ONE EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF LAKE OSWEGO, MULTNOMAH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A IRON PIPE AT THE NORTHWEST CORNER OF SAID BLOCK 14, SAID POINT BEING SOUTH  $00^{\circ}12'44''$  WEST ALONG THE WEST LINE OF SAID MOUNTAIN PARK BLOCKS 10-31, A DISTANCE OF 1139.60 FEET FROM THE INITIAL POINT OF SAID MOUNTAIN PARK BLOCKS 10-31; THENCE SOUTH  $84^{\circ}55'49''$  EAST ALONG THE NORTHERLY LINE OF SAID BLOCK 14 A DISTANCE OF 147.75 FEET; THENCE NORTH  $17^{\circ}06'10''$  EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 10.00 FEET; THENCE SOUTH  $75^{\circ}56'51''$  EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 187.94 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID NORTHERLY LINE, ALONG A 118.70 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $72^{\circ}53'50''$  AN ARC DISTANCE OF 151.02 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH  $36^{\circ}26'55''$  EAST A DISTANCE OF 141.04 FEET) TO A POINT ON THE EASTERLY LINE OF SAID BLOCK 14; THENCE SOUTH ALONG SAID EASTERLY LINE A DISTANCE OF 243.29 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 14; THENCE NORTH  $50^{\circ}00'00''$  WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 14 A DISTANCE OF 290.19 FEET; THENCE SOUTH  $39^{\circ}56'00''$  WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 304.72 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 14; THENCE NORTH  $00^{\circ}12'44''$  EAST ALONG THE WESTERLY LINE OF SAID BLOCK 14 A DISTANCE OF 453.00 FEET TO THE INITIAL POINT OF BEGINNING.

ENGINEERS CERTIFICATE

BOOK 1234 PAGE 2345

I, DONALD J. ZAROSINSKI, do hereby certify that the accompanying plat of "RIDGEVIEW" CONDOMINIUMS and the floor plans on Pages 2, 3, 4, 5, 6, 7, 8, 9 and 10 of said plat, accurately depict the completed construction boundaries of the units and the floor elevations of the buildings as constructed on July 10, 1978.

  
Donald J. Zarosinski, P.E.  
# 4068

BOOK OF RECORDS 1978



BOOK 1294 PAGE 2346

Department of Commerce  
Real Estate Division

APPROVAL OF DECLARATION

THE UNDERSIGNED, pursuant to ORS 91.512, as Real Estate  
Commissioner of the State of Oregon, hereby approves the  
Declaration of Unit Ownership for

RIDGEVIEW

In Multnomah County, Oregon.

IN TESTIMONY WHEREOF, I have hereunto  
set my hand and affixed hereto the  
seal of the Real Estate Division of  
the Department of Commerce of the  
State of Oregon this

14th day of September, 1978.

GORDON W. BURBEE  
Real Estate Commissioner

BY H. C. Wilson

