

0177-14

DECLARATION

Establishing a Plan for  
Condominium Ownership

77-4022

of  
SPRING TREE CONDOMINIUM

WHEREAS, AMERICAN CONDOMINIUM HOMES, INC. an Oregon Corporation  
(hereinafter referred to as the "Grantor") owns certain real property  
herein described; and

WHEREAS, said Grantor has improved said property by constructing  
thereon two two-story multi-family structures to be known as Spring  
Tree Condominium, said structures being constructed in accordance with  
plans and specifications prepared by Van Lom-Kraxberger Partnership,  
Registered Architects, said plans on record in the Washington County  
Building Inspector's office, City of Hillsboro, State of Oregon; and

WHEREAS said Grantor hereby establishes by this declaration a plan  
for the individual ownership of the real property estates consisting of  
the area of space contained in each of the apartment unit in multi-  
family structures, and the co-ownership by the individual and separate  
owners thereof, as tenants in common, of all of the remaining real  
property which is hereinafter defined and referred to herein as the  
"common areas and facilities."

NOW THEREFORE, said Grantor, the fee simple owner of the following  
described real property, to wit:

A tract of land in the Southeast quarter of Section 13, Township  
1 South, Range 1 West of the Willamette Meridian, in the County  
of Washington and State of Oregon, more particularly described  
as follows:

BEGINNING at the northeast corner of Lot 2, EDNA, a duly recorded  
plat in the records of Washington County; thence S. 89° 51' 30" E.  
138.35 feet to a point in the west line of S.W. Oleson Road; thence  
along said west line southeasterly on the arc of a curve right,  
having a radius of 1,115.90 feet and a central angle of 9° 01' 30",  
the long chord bears S. 2° 57' 20" E. 175.58 feet, an arc length of  
175.77 feet; thence S. 1° 33' W. 175.12 feet; thence N. 78° 36' 20"  
W. 191.89 feet to a point in the east line of EDNA; thence along said  
east line N. 8° 16' E. 316.12 feet to the point of beginning, con-  
taining 1.289 acres, more or less.

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BOOK 1193 PAGE 793

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2. Apartment Number and Description  
heraby makes the following declaration as to divisions, covenants, re-  
strictions, limitations, conditions and uses to which the above described  
real property and improvements thereon, consisting of two two-story multi-  
family structures and appurtenances with parking in the basement, may be  
put, heraby specifying that said declaration shall constitute a covenant  
to run with the land and shall be binding on said Grantor, its successors  
and assigns, and all subsequent owners of all or any part of said real  
property and improvements, together with their grantors, successors,  
heirs, executors, administrators, devisees or assigns.

A. Said Grantor, in order to establish a plan of condominium ownership  
for the above-described property and improvements, hereby covenants  
and agrees that it hereby divides said real property into twenty-  
six separate freehold estates (sixteen residence apartments and ten  
garage apartment units) to be collectively known as SPRING TREE.

1. Description of Buildings

The apartment buildings located on site consist of two two-  
story buildings. Each building contains eight residence  
apartments (four apartments on each floor) for a total of six-  
teen residence apartment units and six garage apartment units in  
the basement of Building No. 1 and four garage apartment units  
in the basement of Building No. 2, a total of twenty-six apart-  
ment units. The basement of building number one contains two  
car parking spaces, other than garage apartment units and storage  
areas and the basement of building number two contains two parking  
spaces other than the garage apartment units and storage areas.  
The buildings are wood frame type structures. As used herein the  
term "Property" shall include the two apartment buildings and the  
site and the improvements thereon.

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BOOK 1193 PAGE 794

-2-

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1. Percentage of Undivided Interest in Common Areas

2. Apartment Number and Description

The number of each residence apartment unit and garage apartment unit, its location, approximate area, number of rooms and immediate common area to which it has access, are set forth on Exhibit "A" which is by this reference made a part hereof.

B. Description of Common Areas and Facilities

For the purpose of this declaration, the ownership of each "apartment unit" shall include the respective undivided interest in the common areas and facilities. The common areas and facilities shall be all areas not expressly described as part of the individual residence apartment units and garage apartment units or as limited common areas and include but are not limited to the two eight unit structures including their basements and the property (site) upon which said structures are located; including but not limited to the land, roofs, perimeter walls, ceilings, slabs, floors, storage areas; community facilities, trees, pavement, driveways, pipes, wires, conduits and ducts, or other public utility lines.

C. Description of Limited Common Areas and Facilities

A portion of the "common areas and facilities" is hereby set aside and allocated for the restricted use of each individual "apartment unit" as hereinafter designated, and as shown on survey attached hereto, and said areas shall be known as "limited common areas and facilities." These limited common areas and facilities consist of eleven parking spaces to the east of the two eight unit structures as identified on the site plan and two parking spaces under each of the two structures for a total of fifteen parking spaces (other than the ten garage apartment units) and the storage lockers in the basements (one storage locker for each residence apartment unit) each of which bears a number identical to a residence apartment unit number, (i.e., the storage locker for Residence Apartment Unit No. 1 shall be designated SA1 and the parking space for the same unit shall be designated PA1.) A balcony and storage area outside the patio doors of each residence apartment unit is also a limited common area for that residence apartment unit and the area and size thereof is as delineated on Exhibit "C" attached hereto. The term "common area" is synonymous with

the term "Common element."

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-3-

BOOK 1193 PAGE 795

-3-

PAGE 181

REAL ESTATE DIV.

**D. Percentages of Undivided Interest in Common Areas**

1. The percentage of undivided interest in common areas and facilities appertaining thereto and the limited common areas reserved thereto for all purposes, including voting, are set forth on Exhibit "B" which is by this reference made a part hereof.
2. The value of each garage apartment unit and the percentage of undivided interest in the common areas attached to each garage apartment unit and its owner for all purposes including voting is set forth on Exhibit "B" which is by this reference made a part hereof.

E. That attached hereto and made a part hereof as Exhibit "C" is a survey building plan consisting of two sheets as prepared by George Wright, Registered Professional Land Surveyor, dated August 10, 1977. Sheet C-1 is the site plan (ground level), Sheet C-2 is the garage, first floor and second floor.

F. Said Grantor, its successors and assigns, by this declaration, and all future owners of the residence apartment units and garage apartment units, by their acceptance of their deeds, covenant and agree as follows:

1. That the "common areas and facilities" shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.
2. That the residence apartment units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and social guests and for no other purpose, and the garage apartment units shall be occupied only as automobile parking spaces for the owner, his family, tenants and social guests and for no other purpose.

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REAL ESTATE DIV.  
SALEM, OREGON

BOOK 1193 PAGE 796

-4-

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AUG 15 1977  
REAL ESTATE DIV.  
SALEM, OREGON

BOOK 1193 PAGE 797

-5-

- visions and resolutions of the Association or its representative,
3. The Owners of the respective residence apartment units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective residence apartment unit, nor shall said owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective apartment unit which are utilized for, or serve more than one apartment unit, except as tenants in common with other apartment unit owners. Said owner, however, shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc. The owners of the respective garage apartment units shall be deemed to own those spaces in the parking levels of both buildings that are bounded by the floor and ceiling and posts and/or walls as described in Exhibit "A" and delineated in Exhibit C-2.
  4. That if any portion of the "common area and facilities" encroaches upon the apartment unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of apartment units agree that minor encroachment of parts of the "common areas and facilities" due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist.
  5. That an owner of an apartment unit shall automatically be a member of the SPRING TREE CONDOMINIUM ASSOCIATION, hereinafter referred to as the "Association" and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.
  6. That the owners of apartment units covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration, the By-Laws of the Association which are made a part hereof and attached as Exhibit "E".
  7. That each owner, tenant or occupant of an apartment unit shall comply with the provisions of this Declaration, the By-Laws, de-

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-5-

BOOK 1193 PAGE 797

REAL ESTATE DIV.

... decisions and resolutions of the Association or its representative, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action for damages to recover sums due, or for injunctive relief, the prevailing parties being entitled to attorneys' fees.

8. That this Declaration shall not be revoked or any of the provisions herein amended unless 75% of the owners and the mortgagees of all of the mortgages covering the apartment units unanimously agree to such revocation or amendment by duly recorded instruments.
9. That no owner of an apartment unit may exempt himself from liability for his contribution towards the common expenses by a waiver of the use of enjoyment of any of the common areas and facilities or by the abandonment of his apartment unit.
10. That the owners of apartment units covenant and agree that each such owner will keep his unit in good repair, at his own expense, and will maintain his unit in such a way that it will not interfere with the right of the other unit owners to quietly enjoy the use and occupancy of their respective units and the common elements.

G. All sums assessed by the Association, but unpaid, for the share of the common expenses chargeable to any apartment unit, shall constitute a lien on such apartment unit prior to all other liens except only (1) tax and assessment liens on the apartment unit in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage or first trust deed of record. Notice of such lien shall be recorded as provided by O.R.S. 91.580. Such lien may be foreclosed by suit by the manager acting on behalf of the Association of Unit Owners, in a manner conforming as nearly as possible to the proceedings for foreclosure of liens created by O.R.S. 87.010. In any such foreclosure the apartment unit owner shall be required to pay a reasonable rental for the apartment unit and the attorneys' fees of the Association, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager, acting on behalf of the Association of unit owners, shall have power, unless prohibited herein, to bid on the

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REAL ESTATE DIV.  
Salem, Oregon

unit at foreclosure sale, and to acquire and hold, lease mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same, and the prevailing party shall be entitled to its attorneys' fees.

H. Where the mortgagee of a first mortgage or first trust deed of record or other purchaser of an apartment unit obtains title to the unit as a result of a foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such apartment unit which became due prior to the date of the acquisition of title to such apartment unit by such acquirer. After such date, such common expenses shall be collectible from all of the apartment units including such acquirer, his successors and assigns.

I. The respective apartment units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the apartment unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective apartment unit shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws.

J. In the event the property subject to this Enabling Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by O.R.S. 91.505 through 91.675.

K. In a voluntary conveyance of an apartment unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of

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REAL ESTATE DIV

prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However any such grantee shall be entitled to a statement from the manager of the Association setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the apartment unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

- L. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in O.R.S. 91.505 through 91.675, this Declaration or in the By-Laws, shall be deemed to be binding on all owners of apartment units, their successors and assigns.
- M. The Manager shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering apartment units but without prejudice to the right of the owner of an apartment unit to obtain individual apartment unit insurance.
- N. That insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Owners; and that such payments shall be held in a separate escrow account of the Association of Owners and used solely for the payment of the blanket property insurance premiums as such premiums become due.
- O. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricanes, fire, earthquake or other hazard. The assessments shall be made pro-rata according to the stipulation in the Enabling Declaration except that garbage fees, water and sewer fees shall be divided 1/16th to each residence apartment unit.

RECEIVED  
AUG 26 1977

BOOK 1193 PAGE 800

-8-

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REAL ESTATE DIV.



EXHIBIT "A"

- P. So long as said Grantor, its successors and assigns, owns one or more of the apartment units established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of this Declaration and of the Exhibits attached hereto; and said Grantor: <sup>rooms</sup> covenants to take no action which would adversely affect the rights <sup>rooms and</sup> of the Association with respect to assurances against <sup>rooms and storage room</sup> latent defects in the property or other right assigned to the Association by <sup>rooms and storage room</sup> reason of the establishment of the condominium.
- Q. The terms "Declaration" and "Condominium Ownership" as used herein shall mean and include the terms "Master Deed" and "Apartment Ownership" respectively.
- R. Service or process in the cases provided in subsection (1) of O.R.S. 91.635 may be served upon Bernice Bloom, 5121 S.W. Oleson Road, Portland, Oregon 97225 who is hereby designated to receive said service.

AMERICAN CONDOMINIUM HOMES, INC.

*J. Eugene Popma*  
 J. Eugene Popma, President

STATE OF OREGON )

County of Multnomah ) ss.

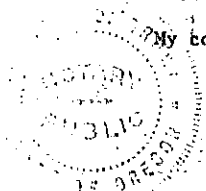
August 10, 1977.

Personally appeared J. Eugene Popma who, being duly sworn did say that he is the President of American Condominium Homes, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

*Ronald M. Swain*  
 Notary Public for Oregon

My commission expires Apr 28, 1979



BOOK 1193 PAGE 801

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WASHINGTON COUNTY  
 DEPT. OF ASSESSMENT & TAXATION

*Clare L. John*

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EXHIBIT "A"

<u>Residence Apartment Number</u>	<u>Location</u>	<u>Approx. Area Excluding Terrace Areas</u>	<u>Number of Rooms</u>
101	First floor of Bldg. #1 Most Northerly Unit	1,087	5 plus 2 bathrooms and terrace and storage room
102	First floor of Bldg. #1 Next unit South of Unit 101	1,019	5 plus 2 bathrooms and terrace and storage room
103	First floor of Bldg. #1 Next unit South of Unit 102	1,019	5 plus 2 bathrooms and terrace and storage room
104	First floor of Bldg. #1 Next unit South of Unit 103	1,019	5 plus 2 bathrooms and terrace and storage room
201	Second floor of Bldg. #1 Most Northerly Unit	1,087	5 plus 2 bathrooms and terrace and storage room
202	Second floor of Bldg. #1 Next unit South of Unit 201	1,019	5 plus 2 bathrooms and terrace and storage room
203	Second floor of Bldg. #1 Next unit South of Unit 202	1,019	5 plus 2 bathrooms and terrace and storage room
204	Second floor of Bldg. #1 Next unit South of Unit 203	1,019	5 plus 2 bathrooms and terrace and storage room
105	First floor of Bldg. #2 Most Northerly Unit	1,019	5 plus 2 bathrooms and terrace and storage room
106	First floor of Bldg. #2 Next unit South of Unit 105	1,019	5 plus 2 bathrooms and terrace and storage room
107	First floor of Bldg. #2 Next unit South of Unit 106	1,019	5 plus 2 bathrooms and terrace and storage room
108	First floor of Bldg. #2 Next unit South of Unit 107	1,087	5 plus 2 bathrooms and terrace and storage room
205	Second floor of Bldg. #2 Most Northerly Unit	1,019	5 plus 2 bathrooms and terrace and storage room
206	Second floor of Bldg. #2 Next unit South of Unit 205	1,019	5 plus 2 bathrooms and terrace and storage room
207	Second floor of Bldg. #2 Next unit South of Unit 206	1,019	5 plus 2 bathrooms and terrace and storage room
208	Second floor of Bldg. #2 Next unit South of Unit 207	1,019	5 plus 2 bathrooms and terrace and storage room

BOOK 1193 PAGE 802

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EXHIBIT "A"

(Continued)

ACCESS: Each garage apartment unit opens on to and has access to a common driveway to a public street.

<u>Garage Apartment Number</u>	<u>Location</u>	<u>Description</u>	<u>Approximate Area</u>
GA-1	Southwest portion of basement of Bldg. #1. Under Unit 101	Covered parking space as delineated in Exhibit C-2	(227) 11'4" x 20' between posts
GA-2	Next parking space in basement south of GA-1	Covered parking space as delineated in Exhibit C-2	(227) 11'4" x 20' between posts
GA-3	Next parking space in basement south of GA-2	Covered parking space as delineated in Exhibit C-2	(267) 13'4" x 20' between posts and center wall
GA-4	Next parking space in basement south of GA-3	Covered parking space as delineated in Exhibit C-2	(267) 13'4" x 20' between posts and center wall
GA-5	Next parking space in basement south of GA-4	Covered parking space as delineated in Exhibit C-2	(227) 11'4" x 20' between posts
GA-6	Next parking space in basement south of GA-5	Covered parking space as delineated in Exhibit C-2	(227) 11'4" x 20' between posts
GA-7	Southwest portion of basement of Bldg. #2. Under Unit 105	Covered parking space as delineated in Exhibit C-2	(227) 11'4" x 20' between posts
GA-8	Next parking space in basement south of GA-7	Covered parking space as delineated in Exhibit C-2	(227) 11'4" x 20' between posts
GA-9	Next parking space in basement south of GA-8	Covered parking space as delineated in Exhibit C-2	(267) 13'4" x 20' between posts and center wall
GA-10	Next parking space in basement south of GA-9	Covered parking space as delineated in Exhibit C-2	(267) 13'4" x 20' between posts and center wall

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BOOK 1193 PAGE 803

7

EXHIBIT "B"

<u>Residence Apartment Number</u>	<u>Percentage of Undivided Interest</u>	<u>Percentage of Voting Interest</u>
101	6.02	6.02
102	6.18	6.18
103	6.18	6.18
104	5.86	5.86
201	6.34	6.34
202	5.86	5.86
203	5.86	5.86
204	6.14	6.14
105	5.93	5.93
106	6.18	6.18
107	5.86	5.86
108	6.49	6.49
205	6.14	6.14
206	5.86	5.86
207	5.86	5.86
208	6.34	6.34
GA-1	.29	.29
GA-2	.29	.29
GA-3	.29	.29
GA-4	.29	.29
GA-5	.29	.29
GA-6	.29	.29
GA-7	.29	.29
GA-8	.29	.29
GA-9	.29	.29
GA-10	.29	.29
	<u>100.02</u>	<u>100.02</u>

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BOOK 1193 PAGE 804

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PAGE 1  
C-1

SPRING TREE  
CONDOMINIUM REAL ESTATE DIV.

S.E. 1/4 SECTION 13, T15, R1W, W.M.

WASHINGTON COUNTY, OREGON

SALEM, OREGON

SCALE: 1"=40' AUGUST, 1977

BOOTH & WRIGHT, INC.

Know all men by these presents that American Condominium Homes, Inc. an Oregon Corporation does hereby declare the attached map to be a true and correct map of the land owned and laid out as if as SPRING TREE CONDOMINIUM said land being more particularly described in the Surveyor's Certificate hereunto annexed and it does hereby consent said land to the operation of the Unit Ownership law as laid out in Chapter 91 of Oregon Revised Statutes.

*[Signature]*  
J. Eugene Pappas - President  
*[Signature]*  
Vincent J. Pappas - Secretary

American Condominium Homes, Inc.

APPROVED  
DIRECTOR OF ASSESSMENT AND  
TREASURY (ASSESSOR)  
WASHINGTON COUNTY, OREGON

BY \_\_\_\_\_

APPROVED  
DIRECTOR OF RECORDS AND  
ELECTIONS  
WASHINGTON COUNTY, OREGON

BY \_\_\_\_\_

APPROVED  
WASHINGTON COUNTY HEALTH  
DEPARTMENT

BY \_\_\_\_\_

State of Oregon } S.S.  
County of Multnomah }  
This is to certify that on this 18th day of August, 1977 before me a Notary Public in and for said state and county, personally appearing J. Eugene Pappas and Vincent Pappas and to me personally known, both being first duly sworn did say that they are the identical persons named and described in the foregoing instrument and that the certificate thereof and the Unit Ownership attached to said instrument is the true and correct of American Condominium Homes, Inc.

RUTH HOPE McMILLEN  
NOTARY PUBLIC - OREGON  
My Commission Expires 2-24-78

Subscribed and sworn to before me  
this 18th day of August, 1977  
*[Signature]*  
Ruth Hope McMullen  
Notary Public in and for Oregon  
My Commission expires 2-24-78

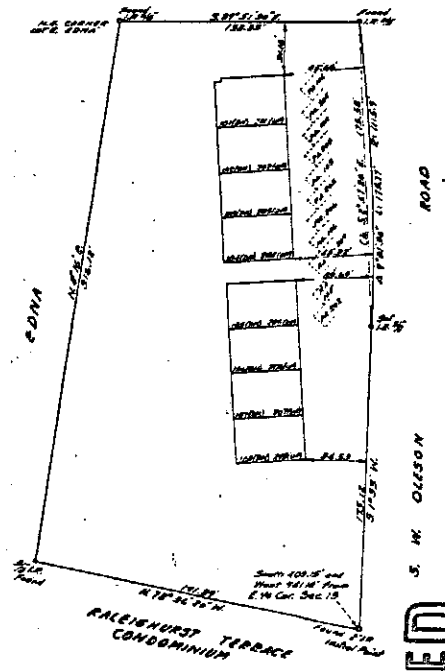
Surveyor's Certificate:  
I, George B. Wright being first duly sworn depose and say that I have carefully surveyed and marked with proper monuments the lands represented on the annexed map of SPRING TREE CONDOMINIUM, that on the initial point of said survey I used the initial point of RALEIGHURST TERRACE CONDOMINIUM as the initial point for SPRING TREE CONDOMINIUM being a galvanized iron pipe found 2 1/2 inches in diameter, 36 inches long and 6 inches below the surface of the ground at a point in the west line of S.W. OLSON ROAD which point is South 89.18 feet and West 94.18 feet from the East quarter corner of Section 13, T15, R1W, W.M. thence N 70° 26' 20" W along the northerly line of said RALEIGHURST TERRACE CONDOMINIUM 191.27 feet to the northwest corner of said RALEIGHURST TERRACE CONDOMINIUM said northwest corner being a point in the west line of EDNA a duly recorded plat in Plat Book 12 page 31 recorded June 18, 1950; thence N 61° 16' E along the east line of EDNA a distance of 346.12 feet to the northeast corner of Lot 2, EDNA; thence S 84° 01' 30" E 125.55 feet to a point in the west line of S.W. OLSON ROAD; thence on a curve to the right 178.38 feet having a radius of 1153.8 feet of which the long chord bears S 81° 20' 17.38 feet; thence S 1° 33' W along said west line 178.18 feet to the point of beginning.

The accompanying tracing is an exact duplicate of the original plat of SPRING TREE CONDOMINIUM.

RUTH HOPE McMILLEN  
NOTARY PUBLIC - OREGON  
My Commission Expires 2-24-78

*[Signature]*  
George B. Wright  
Reg. Prof. Land Surveyor of Oregon 3885  
Subscribed and sworn to before me  
this 18th day of August, 1977  
*[Signature]*  
Ruth Hope McMullen  
Notary Public in and for Oregon  
My Commission expires 2-24-78

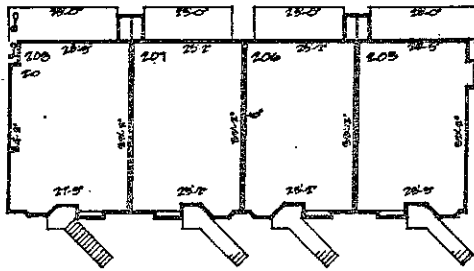
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*[Signature]*  
BOOTH & WRIGHT  
GEORGE B. WRIGHT



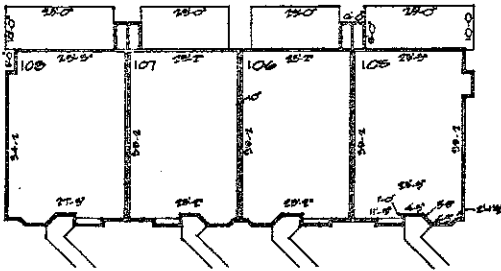
BOOK 1193 PAGE 805

EXHIBIT "C"

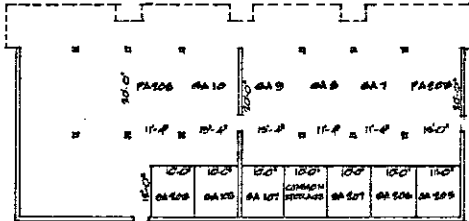
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SECOND FLOOR BUILDING 2



FIRST FLOOR BUILDING 2



PARKING LEVEL BUILDING 2

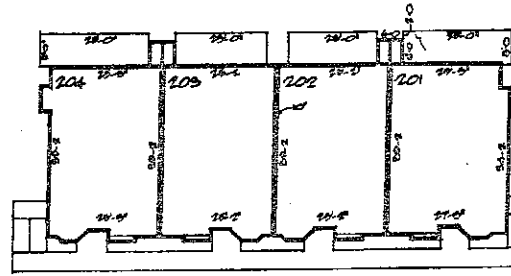
ALL EXTERIOR WALLS ARE 5"  
ALL PARTY WALLS 8" EXCEPT AS NOTED  
DIMENSIONS ACCURATE TO WITHIN 1/8"  
STEPS & WALKS ARE COMMON ELEMENTS  
BALCONY & BALCONY STORAGE AREAS AT  
WEST ARE LIMITED COMMON ELEMENTS

PARKING LEVEL ELEVATION 233.0'  
FIRST FLOOR ELEVATION 242.75'  
SECOND FLOOR ELEVATION 251.75'  
FLOOR TO CEILING HEIGHT 7'-11 1/2"

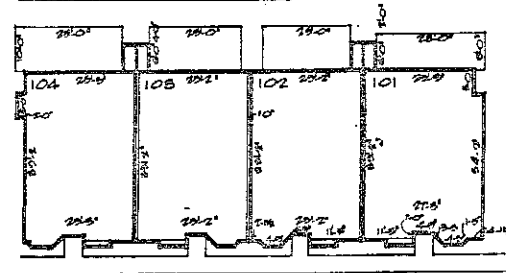
THESE FLOOR PLAN LAYOUTS ACCURATELY  
SHOW FIRST SECOND & PARKING LEVELS  
OF AMERICAN CONDOMINIUM HOME B.D.  
AS BUILT UNITS. SAID IMPROVEMENTS  
WERE COMPLETED AS OF AUGUST 9, 1977

*John M. Young*  
REGISTERED ARCHITECT

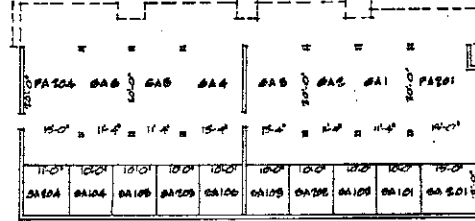
SCALE 1/8" = 1'-0"



SECOND FLOOR BUILDING 1



FIRST FLOOR BUILDING 1



PARKING LEVEL BUILDING 1

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BOOK 1193 PAGE 806

EXHIBIT "C"

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BY-LAWS OF SPRING TREE CONDOMINIUM

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

Section 1. Apartment Ownership. The project located on Oleson Road at the 5100 Block, Washington County, State of Oregon, known as Spring Tree Condominium is submitted to the provisions of O.R.S. 91.505 through 91.675.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws.

The mere acquisition or rental of any of the apartment units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE II

VOTING MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the apartment unit or units in the Enabling Declaration.

Section 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentage assigned in the Enabling Declaration.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (hereinafter referred to as "Association") who shall have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligation, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association will require approval by a majority of owners.

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Section 2. Place of Meeting. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on the third Monday of October of each year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. 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 four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five but not more than ten days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized 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 from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of Federal Housing Administration representative, if present
- (f) Report of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New business

#### ARTICLE IV

#### BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of three persons, all of whom must be owners of units in the project.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owner.

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BOOK 1193 PAGE 808

-2-

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ARTICLE IV (Cont'd.)

Section 3. Other duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, and the common areas and facilities and the restricted common areas and facilities.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at the compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Association the term of office of one Director shall be fixed for three (3) years. The term of office of one Director shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his 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.

Section 6. Vacancies. Vacancies in 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 the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the 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 owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization 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 legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meeting. 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, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

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BOOK 1193 PAGE 809

-3-

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Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 11. Waiver of Notice. Before or at 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 shall be required and any business may be transacted at such meeting.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present 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. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

#### ARTICLE V

#### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary-Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

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 successor elected at any regular meeting of the Board of Directors called for such purpose.

Section 4. President. The President 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 office of President of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is

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BOOK 1193 PAGE 810

-4-

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able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. 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 have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities 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 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.

## ARTICLE VI

### OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro-rata according to the stipulation in the Enabling Declaration except that garbage fees, water and sewer fees shall be divided 1/16th to each residence apartment.

#### Section 2. Maintenance and Repair.

- (a) Every owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to so do may engender.
- (b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.
- (c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

#### Section 3. Use of Apartment Units - Internal Changes.

- (a) All residence apartment units shall be utilized for residential purposes only and all garage apartment units shall be utilized for vehicle parking purposes only (auto, travel trailer and/or boat.)
- (b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing through the Management Agent, if any, or through the President of the Board of Directors, if no management is employed. The Association shall have the obligation to answer within forty-five days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

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-5-

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Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities.

- (a) An owner shall not place or cause to be placed in the lobbies, vestibule, stairways, elevators, and other project areas and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- (b) An owner shall permit other owners, or their representative, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 5. Rules of Conduct.

- (a) No resident of the project shall post any advertisement, or posters, of any kind in or on the project except as authorized by the Association.
- (b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping domestic animals will abide by the Municipal Sanitary Regulations and reasonable objections by two other owners will give the Board the right to ban the animal from the project.
- (c) It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the project.
- (d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc. by beating on the exterior part of the project.
- (e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
- (f) No owner, resident or leasee shall install wiring for electrical of telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

ARTICLE VII

COMMON EXPENSES

Section 1. Manner of Collection. The Board of Directors shall appoint one or more persons, responsible to the Directors, who shall submit monthly to each owner a written statement of the common expenses for the preceding month, and the amount thereof for which the owner is liable. Each owner shall have thirty (30) days in which to pay such statement, and if it is not paid within that time, the Board of Directors shall take whatever action it deems necessary, consistent with the Declaration and By-Laws.

Section 2. Authorization of Common Expenses and Approval of Vouchers.

- (a) Voucher covering public utility expenses and other similar recurring common expenses may be paid upon the approval of the President or the

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BOOK 1193 PAGE 812

-6-

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- (b) Non-recurring items of common expense totalling less than Twenty Dollars (\$20.00) may be authorized by any officer. Vouchers covering such items may be paid upon the approval of the President and the Treasurer.
- (c) Except as provided in subsection (a), items of common expense totalling Twenty Dollars (\$20.00) or more, but less than One Hundred Fifty Dollars (\$150.00) may not be authorized or incurred, and the vouchers covering such items may not be paid, except by the affirmative vote of a majority of the Directors.
- (d) Except as provided in subsection (a), items of common expense totalling One Hundred Fifty Dollars (\$150.00) or more, may not be authorized or incurred except by the affirmative vote of a majority of the owners at a meeting held in accordance with the provisions of Article III. No vouchers covering such items shall be paid except by the affirmative vote of a majority of the Directors.

ARTICLE VIII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total of all assigned percentages of all units in the project as shown in the Enabling Declaration.

ARTICLE IX

AGE RESTRICTIONS

Section 1. No children between the ages of two years and sixteen years may be in permanent residence in the development.

ARTICLE X

MORTGAGES

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no management agent, the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units."

ARTICLE XI

COMPLAINCE

These By-Laws are set forth to comply with the requirements of O.R.S. 91.505 through 91.675.

In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing are hereby certified to be the By-Laws of the Association of Unit Owners of SPRING TREE CONDOMINIUM.

Dated this 10<sup>th</sup> day of August 1977.

AMERICAN CONDOMINIUM HOMES, INC.

*J. Eugene Popma*  
J. Eugene Popma, President & CHM.

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STATE OF OREGON )  
County of Multnomah ) ss.

August 10, 1977

Personally appeared J. Eugene Popma who, being duly sworn, did say that he is the president of American Condominium Homes, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Ronald D. Lem

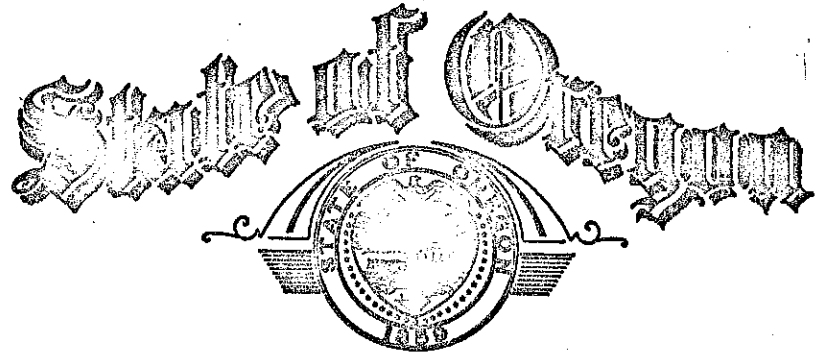
Notary Public for Oregon

My commission expires: Apr 28, 1979

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Department of Commerce  
Real Estate Division

APPROVAL OF DECLARATION

THE UNDERSIGNED, pursuant to ORS 91.535, as Real Estate Commissioner of the State of Oregon, hereby approves the Declaration of Unit Ownership for

SPRING TREE CONDOMINIUM

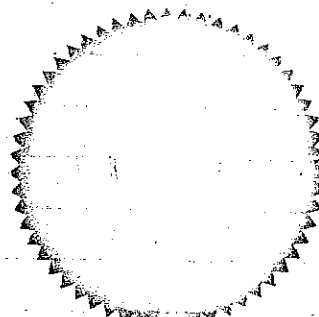
In WASHINGTON County, Oregon.

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

19th day of August, 1977.

GORDON W. BURBEE  
Real Estate Commissioner

BY *GWB*



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STATE OF OREGON  
County of Washington

1. Register (Notary Public), Director of Records  
d. Elector (Notary Public), Recorder of Con-  
tracts, or Notary Public, do hereby certify that  
I, *Roger Trudassen*, do hereby certify that  
I, *Roger Trudassen*, writing my name  
d. Notary Public, do hereby certify that  
I, *Roger Trudassen*, do hereby certify that  
I, *Roger Trudassen*, do hereby certify that  
I, *Roger Trudassen*, do hereby certify that

Witness my hand and seal, affixed  
this *19th* day of *August*, 1977,  
*Roger Trudassen*, Director of  
Records & Elections  
Deputy

*Roger Trudassen*

Aug 23, 11:33 AM '77