

7878

DECLARATION OF UNIT OWNERSHIP  
FOR  
KANE PLACE CONDOMINIUMS

Vol. 179 / Page 22163

The undersigned, in compliance with the provisions of Chapter 91 of the Oregon Revised Statutes, hereby make and file this declaration for the purpose of creating unit ownership for the KANE PLACE CONDOMINIUMS.

A. The subject condominium is situated upon real property held in fee simple by the undersigned and described on Exhibit "A" attached hereto. The official plat map of the condominium, showing its location, dimensions, the arrangements of units, and the size of the units, is attached hereto as Exhibit "B".

B. The property shall be named and known as KANE PLACE CONDOMINIUMS. Generally described, it shall consist of fourteen (14) units situated in seven (7) buildings upon the real property described on Exhibit "A". Eight (8) of the units are flats with two (2) bedrooms and six (6) of the units are flats with three (3) bedrooms. There are no basements in any of the units and the buildings containing the units are principally of wood frame and concrete block construction.

C. The units shall be designated as shown on the official plat, marked Exhibit "B", and their location, in reference to the common elements and the other units shall be as shown on said exhibit. The three-bedroom units are of approximately 988 square feet in size;

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the two-bedroom units are approximately 832 square feet in size. The address for the project and all of the units is 3001-3049 Kane Street, Klamath Falls, Oregon 97601.

Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim and shall include all of the air space so encompassed. In addition, each unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finish flooring, and any other materials constituting any part of the finished surfaces thereof. The remainder of the walls, floors, and ceilings of the condominium shall be considered a part of the general common elements. In addition to the foregoing, each unit shall include the outlet of any utility service lines including water, sewage, natural gas, electricity, and ventilating ducts within the unit but shall not include any part of such lines or ducts themselves.

D. Each unit owner shall have an undivided 1/14th interest in the common elements within this condominium project. Following are the general common elements:

1. Asphalt roadway.
2. All of the land described on Exhibit "A" and any appurtenant easements.
3. All perimeter walls, roofs, floors, and foundations of the buildings within which the units are housed.

Declaration of Unit Ownership  
for Kane Place Condominiums  
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LAW OFFICES OF  
DAVIS, AINSWORTH, PINNOCK & DAVIS, P.C.  
513 EAST MAIN STREET  
ASHLAND, OREGON 97520  
(503) 261-1111

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REAL ESTATE DIV.  
ASHLAND, OREGON

4. All yards, gardens, trees, shrubs, lawns, fencing and retaining walls in and upon the subject land.
5. Installations for central service water supply, sewage disposal, garbage disposal, electric power and natural gas.
6. All air space excepting that within the unit boundaries.
7. All portions of the project not designated to be the units or limited common elements.

E. The limited common elements within this condominium project consist of the garages, driveways, and front steps adjoining each unit as shown on the official plat marked Exhibit "B". Additionally, concrete patios and concrete sidewalks are adjoining several of the units and these are limited common elements. The use of all of the above shall be limited to the owners and guests of the units to which each limited common element adjoins.

F. Any common expenses incurred shall be borne by the unit owners in equal shares such that each shall be responsible for 1/14th of the total. Similarly, the common profits of the property shall be distributed among the unit owners such that each shall be allocated 1/14th of the total. The voting control shall be distributed among the unit owners such that each shall have an equal vote. In the event that a unit owner shall own more than one unit, his or her share of the common expenses, common profits, and voting control shall be increased proportionately.

G. All of the buildings and all of the units are intended for single family residential purposes exclusively.

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for Kane Place Condominiums  
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LAW OFFICES OF  
DAVIS, AINSWORTH, PINNOCK & DAVIS, P.C.  
1115 EAST MAIN STREET  
ASHLAND, OREGON 97520  
(503) 482-3111



22166

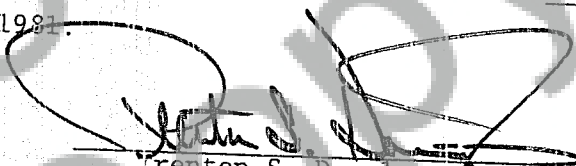
H. The person to receive service of process in the situation mentioned in subsection (1) of ORS 91.578 is Harold C. Douglas, 2310 Reclamation, Klamath Falls, Oregon 97601.

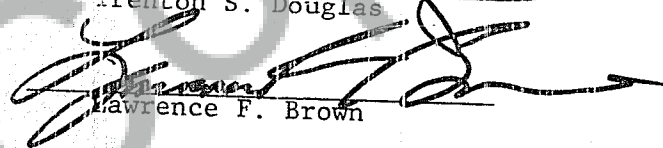
I. The unit owners association shall have the authority to execute, acknowledge, deliver, and record, on behalf of the unit owners, easements, rights of way, licenses, and other similar interests affecting the general common elements.

J. The undersigned do not propose to develop the property further nor annex additional property to that described on Exhibit "A".

It is understood that before an amendment to this declaration may be recorded, it must be approved by the Real Estate Commissioner of the State of Oregon in Salem, Oregon.

IN WITNESS WHEREOF, we have hereunto set our hands this 15<sup>th</sup> day of September, 1981.


  
Brenton S. Douglas

  
Lawrence F. Brown

STATE OF OREGON )  
County of Jackson ) §

22167

On this 15th day of September, 1981, personally  
appeared the above-named TRENTON S. DOUGLAS and LAWRENCE F. BROWN  
and acknowledged the foregoing instrument to be their voluntary act.  
Before me:

  
Notary Public for Oregon  
My Commission Expires: 4/15/84

CONDOMINIUM DECLARATION APPROVED:

\_\_\_\_\_  
Date

Klamath County Assessor and Tax Collector

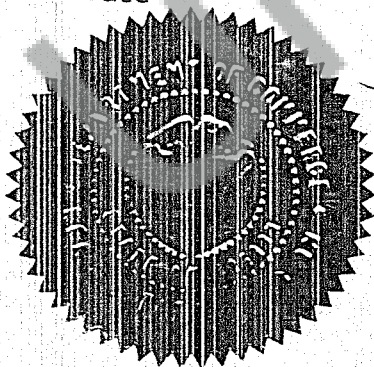
By: \_\_\_\_\_

December 21, 1981  
Date

WILLIAM F. GWINN  
Oregon Real Estate Commissioner

By: \_\_\_\_\_

  
Donald B. Campbell





## EXHIBIT "A"

22168

A tract of land situated in Tract I of HOMEDALE SUBDIVISION, in Section 11, Township 39 South, Range 9 East of the Willamette Meridian Klamath County, Oregon, being more particularly described as follows:

COMMENCING at an iron pin on the East line of said Tract 2A, said iron pin being on the West boundary of Homedale Road and being North 0°20' East a distance of 594.00 feet from the Southeast corner of said Tract 2A; thence North 0°20' East along the West boundary of Homedale Road 185.76 feet to an iron pin marking the Northeast corner of said Tract 2A, said pin being on the Southerly right of way line of the O.C. & E. Railroad, thence North 66°39'30" West (North 66°42' West by plat) along said right of way line 689.64 feet to a two inch diameter iron pipe on the East right of way line of Kane Street for the initial point to Kane Place Condominium; thence South 22°02'30" West along the East right of way line of Kane Street, 225.58 feet to a one inch diameter iron pipe; thence South 23°07'21" West 8.03 feet to a ½ inch diameter iron rod at the Northwesterly corner of that parcel of land described in Deed Volume 306, page 363; thence South 66°07'50" East, 127.36 feet to a ½ inch diameter iron rod on the North line of a parcel of land described in Book M-67, page 6, parcel Number 2; thence North 22°41'10" East, 285.17 feet to a point on the Southerly right of way line of O.C. & E. Railroad; thence North 66°39'30" West along said right of way 247.14 feet to the INITIAL POINT.

# KANE PLACE CONDOMINIUM

SITUATED IN TRACT 1 OF HOMEDALE SUBDIVISION, SEC. 11, T. 39 S., R. 9 E.,  
W.M., KUMATH COUNTY, OREGON.

SCALE 1" = 20'

## LEGEND

- BASIS OF BEARING PER REGISTERED SURVEY 3356
- INITIAL POINT, 2" DIA. IRON PIPE
  - FOUND 1/2" DIA. ROD SET PER R.S. 3356
  - FOUND 1" DIA. IRON PIPE AS SHOWN ON R.S. 3356
  - LIMITED COMMON ELEMENT

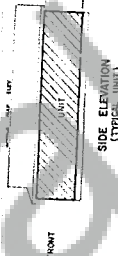


## NOTE

ALL TIES TO AND MEASUREMENTS OF SHOWN UNITS ARE MADE TO AND OF THE OUTSIDE FOUNDATION STEM WALL OF THE STRUCTURES, UNLESS OTHERWISE SHOWN. PROPERTY LINE BEARINGS AND DISTANCES AS SHOWN ARE PROCURED FROM REGISTERED SURVEY 3356. UNLESS OTHERWISE SHOWN, ALL APPURTENANCES HEREIN SHOWN ON PLAT SHALL BE DESIGNATED AS GENERAL COMMON ELEMENT.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

Robert B. O'Connell  
014991N  
ROBERT B. O'CONNELL  
1445

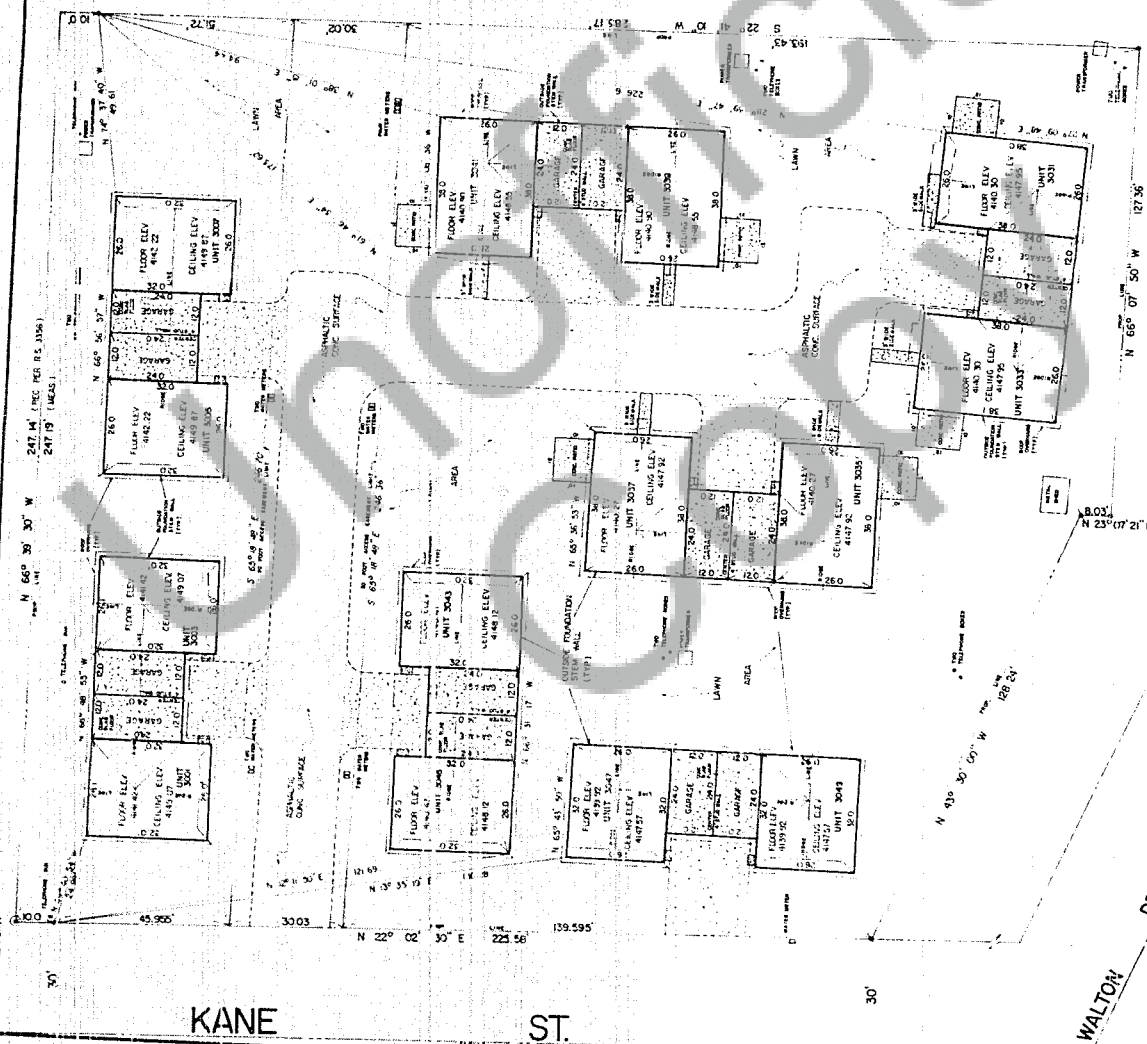


I CERTIFY THAT THIS IS AN EXACT PHOTOCOPY OF THE ORIGINAL PLAT OF  
"KANE PLACE CONDOMINIUM".

Robert B. O'Connell  
SURVEYOR 014991N 1445

ELEVATION DATUM — BRASS DISK AT N.E. CORNER OF BRIDGE, CROSSING "A"  
CANAL AT HOMEDALE DR.  
ELEV. 420.173

SHEET 2 OF 2 SHEETS





NAME	U. K.	MO.
FLOOR PLAN	1000	Q. R. No.
BYLAWS	1000	Q. R. No.

SECTION, SEC. 11, T. 39 S., R. 9 E., WM., KLAMATH COUNTY, OREGON.

KNOW ALL MEN BY THESE PRESENTS, THAT WE LAWRENCE F. BROWN AND TRENTON S. DEVLIN, DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAPS TO BE TRUE AND CORRECT MAPS OF THE LAND OWNED AND LAID OUT BY US AS "PLANE PLACE CONDOMINIUM" SAID LAND BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERETO ANNEXED AND WE DO HEREBY COMMIT SAID LAND TO THE OPERATION OF THE CONDOMINIUM LAW AS LAID AND REVISED STATUTES OF OREGON REVISED STATUTES.

STATE OF OREGON } SS  
COUNTY OF JOSEPH PH11-177

PERSONALLY APPEARED THE ABOVE NAMED LOUISE E. BROWN AND VOLUNTARILY ACT AND DEED BEFORE ME  
A.D. 1987

*Sarah Fitch*  
SARAH FITCH  
NOTARY PUBLIC - OREGON  
MY COMMISSION EXPIRES 05-18-88

STATE OF OREGON )  
COUNTY OF JACKSON ) ss.  
I, \_\_\_\_\_, )  
County Clerk, do hereby )  
certify that the foregoing )  
is a true and correct )  
copy of the original )  
record on file in my )  
office this \_\_\_\_\_ day )  
of \_\_\_\_\_, 19\_\_\_\_. )  
In testimony whereof, I )  
hereby set my hand and )  
affix the seal of said )  
County at \_\_\_\_\_, )  
Oregon, this \_\_\_\_\_ day )  
of \_\_\_\_\_, 19\_\_\_\_. )  
\_\_\_\_\_  
County Clerk )  
My Comm. Expires \_\_\_\_\_, 19\_\_\_\_ )  
Notary Public for Oregon )

PERSONALLY APPEARED THE ABOVE NAMED Trenton S. Douglas AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED.

BEFORE ME:

DENNIS H. BLACK  
 ROTARY PUBLIC  
 7-2-83

FILED NEW INTEREST THIS FIVE DAY OF \_\_\_\_\_ AT \_\_\_\_\_ O' CLOCK \_\_\_\_\_ M. AND RECORDED IN  
VOLUME \_\_\_\_\_ OF PLATS AT PAGE \_\_\_\_\_ OF RECORDS OF Klamath County, Oregon.  
\_\_\_\_\_  
COUNTY ASSESSOR \_\_\_\_\_ DEPUTY \_\_\_\_\_

I CERTIFY THAT THIS IS AN EXACT PHOTOCOPY OF THE ORIGINAL FLAT OF "KANE PLACE CONDOMINIUM."

Robert B. Wiegand. 02-05-81  
SIA 15700 ON 1445

STATE OF OREGON }  
COUNTY OF JOSEPHINE }

I, ROBERT B. WIEGAND, DAILY REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF OREGON, BEING DULY SWORN, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH THE PROPER MONUMENTS AS PROVIDED BY LAW THE TRACT OF LAND HEREON SHOWN AND THE FOLLOWING IS AN ACCURATE DESCRIPTION OF THE BOUNDARY LINES:

A TRACT OF LAND SITUATED IN TRACT 1 OF TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN SECTION 11, COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

AND SWORN TO BEFORE ME THIS  
*Chris, Hagedorn*  
 CON  
 9-16-82

SUBSCRIBED AND SWORN TO BEFORE ME THIS 17 DAY OF FEBRUARY 1901

*C. Davis*  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES 9-16-82

I CERTIFY THESE PLANS DEPICT THE LAYOUT OF THE UNITS IN THE BUILDINGS AS CONSTRUCTED IN KANE PLACE CONDOMINIUM AND COMPLETED ON THE 12<sup>TH</sup> DAY OF FEBRUARY 1972

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5<sup>TH</sup> DAY OF FEBRUARY 1981

Robert B. Wiegand

Chris. J. Adams  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES 9-16-82

**SHEET 1 OF 2 SHEETS**



## KANE PLACE CONDOMINIUM-OWNERS ASSOCIATION

BY-LAWSARTICLE I.  
DEFINITIONS

Section 1. "Association" shall mean and refer to the KANE PLACE CONDOMINIUM-OWNERS ASSOCIATION, its successors and assigns.

Section 2. "General Common Elements" shall mean:

- (a) Asphalt roadway.
- (b) All of the land described on Exhibit "A" and any appurtenant easements.
- (d) All perimeter walls, roofs, floors, and foundations of the buildings within which the units are housed.
- (e) Installations for central service water supply, sewage disposal, garbage disposal, electric power and natural gas.
- (f) All air space excepting that within the unit boundaries.
- (g) All portions of the project not designated to be units or limited common elements.

Section 3. "Unit" shall mean and refer to each of the condominiums contained within the buildings situated upon the realty described on Exhibit "A".

Section 4. "Member" shall mean and refer to every owner of a unit. Membership is mandatory of all unit owners and only one membership per unit.

Section 5. "Fiscal Year" shall refer to the accounting period fixed for assessment purposes. The first fiscal year of the Association shall commence on the date of the first membership meeting and subsequent fiscal years shall commence on the same date of every

year following.

ARTICLE II.  
ASSOCIATION

Section 1. Membership: Every person or entity who is a record owner of a fee simple or life estate interest in any unit which is subject, by covenants of record, to assessment by the Association, shall be a member of the Association. If due written notice is given by a contract seller or purchaser to the Association, the contract purchaser shall thereafter be deemed and considered a member of the Association and solely entitled to notice and participation in the Association in such instance.

No person holding an interest in a unit solely as security for the performance of an obligation shall be entitled to membership. Membership shall be appurtenant to, and may not be separated from, ownership of any unit which is subject to assessment by the Association. Ownership of such unit shall be the sole qualification for membership. Membership shall automatically commence upon a person's acquisition of ownership and shall automatically terminate when such ownership shall terminate or be transferred. Voting rights shall be as indicated below.

Section 2. Suspension of Membership: During any period in which a member shall be in default in the payment of any regular or special assessment levied by the Association, as set forth below, the voting rights and right of use of the common elements, by such member, may be suspended by the Board of Directors of the Association



until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing before the Board, for a period not exceeding sixty (60) days, for each infraction of any rule or regulation which has been established and published by the Association concerning the use of the common elements and facilities.

ARTICLE III.  
BOARD OF DIRECTORS

Section 1. Number: The affairs of the Association shall be managed by a Board of three (3) Directors selected from among the members.

Section 2. Election: At the first annual meeting, the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. At each annual meeting thereafter, the members shall elect a Director to fill the position of any Director whose term has expired. His or her term shall be of three-years' (3) duration.

Section 3. Officers: The Director elected to the one-year term shall serve as Chairman of the Association; the one elected to the two-year term as Treasurer; and the one elected to the three-year term shall serve as Secretary. Following the expiration of the Association's first fiscal year, the Treasurer shall succeed to the Chairmanship and the Secretary to the Treasurership. Thereafter, the Directors shall rotate among these offices in the above order. The newly-elected Directors shall assume the duties of Secretary each year.

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Section 4. Removal: Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of the death, resignation, or removal of a Director, his successor shall be elected by the members, from the Association membership, and shall serve for the unexpired term of his predecessor.

Section 5. Compensation: No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Qualification: To qualify for participation on the Board of Directors, each Director shall be a member in good standing of the Association and shall be current in his or her assessment payments account. There is no restriction upon Directors' reelection.

Section 7. Voting: Election shall be by majority vote of the members.

#### ARTICLE IV. DIRECTORS MEETINGS

Section 1. Regular Meetings: Regular meetings of the Board of Directors shall be held monthly and at such place, date, and hour as may be fixed from time to time by resolution of the Board. All meetings of the Board of Directors shall be open to all members.

Section 2. Special Meetings: Special meetings of the Board of Directors shall be held when called by the Chairman of the Association,



or by any two (2) Directors, and there shall be not less than three (3) days notice to each Director.

Section 3. Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act done, or decision made, by a majority of the Directors present at a duly-held meeting at which a quorum is present, shall be regarded as the act of the Board.

Section 4. Notice: For other than emergency meetings, notice of meetings of the Board of Directors shall be posted at a place within Kane Place Condominiums which is visible to all members of the Association. Such notice shall be posted no less than three days prior to each meeting.

Emergency meetings of the Board of Directors may be held without notice and may be conducted by telephonic communication.

#### ARTICLE V. POWERS OF THE ASSOCIATION

The purpose of the Association is to serve as a means through which the members may take action with regard to the administration, management, and operation of the condominium. The Association shall have the following powers:

(a) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or on behalf of two (2) or more unit owners on matters affecting the condominium;

(b) Make contracts and incur liabilities;

(c) Regulate the use, maintenance, repair, replacement, and modification of common elements;

- (d) Adopt and amend rules and regulations for the governance of the membership;
- (e) Acquire by purchase, lease, devise, gift, or voluntary grant, real property or any interest therein and take, hold, possess, and dispose of real property or any interest therein;
- (f) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements;
- (g) Impose charges for late payments of assessments and, after giving notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, by-laws, and the rules and regulations of the Association;
- (h) Provide for the indemnification of the officers and Board of Directors and maintain liability insurance for them.
- (i) Exercise any other powers conferred by the declaration or these by-laws;
- (j) Exercise all other powers that may be exercised in this State by any such owners association;
- (k) Exercise any other powers determined by the Association to be necessary and proper for the governance and operation of the Association;
- (l) Execute, acknowledge, deliver, and record on behalf of the unit owners easements, rights of way, licenses, and other similar interests affecting the general common elements provided such grant of interest shall have been approved by seventy-five percent (75%) of the membership. In such event, the instrument granting such easement shall be executed by the Chairman and Secretary of the Association and acknowledged in the manner provided for acknowledgment of such instruments by such officers and it shall further state that such grant was approved by at least seventy-five percent (75%) of the unit owners.

#### ARTICLE VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers: The Board of Directors shall have power to:

- (a) Recommend administrative rules and regulations, governing the details of the maintenance, operation and use of the units and common elements, to the membership at quarterly or special meetings. Said rules and regulations shall be adopted by majority vote of the members, including proxies, and amended in similar fashion. Once adopted, said rules and regulations shall be published and distributed to all members;



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(b) Exercise all powers, duties and authority not reserved to the membership by other provisions of these By-Laws so that Association business and affairs may be effectively managed on a daily basis;

(c) Employ such person, persons, or corporation as it may deem necessary for the proper management and maintenance of the common elements and affairs of the Association, as well as to obligate the Association to reasonable compensation for same. Any such contract shall provide for termination upon thirty (30) days' written notice, with or without cause;

(d) Borrow money for Association purposes, and on behalf of the Association, provided that such liabilities shall not exceed twice the Association's monthly assessment income unless the Board has first obtained the approval of three-fourths (3/4) of the Association membership at a special meeting convened for that purpose or quarterly meeting.

**Section 2. Duties:** It shall be the duty of the Board of Directors to:

(a) Cause to be compiled a record of all acts of the Board and Association affairs, and to present a statement thereof to the members at the quarterly meetings of the membership;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided herein, to:

(1) fix the amount of the regular unit assessment at least thirty (30) days in advance of the close of the Association's fiscal year;

(2) send written notice of same to every owner at least thirty (30) days in advance of the first meeting of each fiscal year.

(d) Issue, upon demand of any member, secured party, or bonafide purchaser, a certificate setting forth the state of a member's assessment account. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance for property owned by the Association and all common elements and facilities;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Maintain all common elements in a clean and orderly state and correct any dangerous conditions which may be discovered upon the premises. The Board shall be responsible for payment of the expenses incurred thereby and may delegate such authority to the Treasurer who, in such event, shall submit payment vouchers for the Board's ratification at each regular meeting;

(h) Enforce, among the members and the Association in general, any and all restrictive covenants to which the members and the Association may be lawfully subject.

(i) Officerships:

(1) Chairman

The Chairman shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall, as circumstances require, sign all leases, mortgages, deeds, contracts, instruments of conveyance or any other written instruments pursuant to the instructions of the Board of Directors; and shall perform such duties of the other Directors as circumstances may require from time to time.

(2) Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep current records showing the membership of the Association, together with addresses; perform such other duties as required by the Board; and serve as Chairman of the Association in the event of the Chairman's absence or incapacity pending the election of his successor.

(3) Treasurer

The Treasurer shall receive and deposit, in appropriate bank accounts, all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare a quarterly budget, and statement of income and expenditures, to be presented to the membership at its regular quarterly meetings.

ARTICLE VII.  
MEMBERSHIP MEETINGS

Section 1. Initial Meeting: At such time as the developers of Kane Place Condominiums have conveyed eight (8) of the fourteen (14) units to unit owners, the initial meeting of the Association shall be convened and each unit owner shall be notified of same as provided hereafter. In no event shall such initial meeting be delayed beyond six (6) months following the issuance of the Public Report by the office of the Real Estate Commissioner of the State of Oregon.

At the initial meeting, the first order of business will be to elect the Board of Directors who shall assume administrative responsibility immediately.

Section 2. Quarterly Meetings: The meeting at which these By-Laws are adopted shall constitute the first quarterly meeting of the Association. Subsequent meetings shall be held at three-month intervals. At all meetings of the Association, the Chairman shall preside.

Section 3. Special Meetings: Special meetings of the members may be called at any time by the Chairman, by a majority of the Board of Directors, or upon written request of one-fourth (1/4) of the members.

Section 4. Notice of Meetings: Written notice of each quarterly meeting of the members shall be given by the Secretary by personally delivering or mailing a copy of such notice, at least ten (10) days prior to such meeting, in an envelope addressed to the member's



address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of this notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. The Secretary shall give three (3) days' written notice of special meetings except as provided in Article VIII, Section 4 below.

Section 5. Quorum: The presence at the meeting of members representing seventy-five (75%) of the votes, the use of proxies being permitted, of the membership shall constitute a quorum for any action except as otherwise provided in these By-Laws.

Section 6. Votes and Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable. Each member shall be entitled to vote on the basis of one (1) vote per unit. If a member holds title to in excess of one (1) unit, he or she shall possess more than one (1) vote. If ownership of a unit is held by co-tenants, they shall have a single vote and it shall not be fractionalized. All decisions of the Association shall be made by a majority vote except as otherwise indicated in these By-Laws or the Declaration of Unit Ownership. Any decision to restrict the sale or leasing of the various units within the project must have a unanimous vote at any meeting of the Association.

#### ARTICLE VIII. ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments: Each member is deemed to covenant and agree to pay to

the Association: (1) Regular annual or other regular periodic assessments or charges, and (2) Special assessments for capital improvements or special needs of the Association. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the unit and shall be a continuing lien upon the unit against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorneys' fees as may also be owing, shall also be the personal obligation of the person who was the owner of such unit at the time such assessment became due. The obligation shall remain a lien on the unit until paid or foreclosed, and the owner's successor and assigns shall be jointly and severally liable for the owner's unpaid charges. Upon request of such successor or assign, the Association shall render a statement of the total unpaid assessments and, thereafter, the successor or assign shall not be liable for, nor shall the unit when conveyed be subject to, any lien for unpaid assessments, incurred before the succession or assignment, in excess of the sums specified in the statement.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Condominium and, in particular, for the improvement and maintenance of the common elements, services, and facilities devoted to this purpose. Funds derived from assessments shall also be utilized in satisfaction of the Association's insurance and utilities obligations.

Section 3. Basis and Maximum of Annual Assessments: It is understood that for the Association's first fiscal year, there shall be assessed to each owner of a unit the sum of Fifty Five (\$55.00) Dollars per month. This assessment shall be subject to modification and amendment as follows:

In the event that the Board shall determine that a greater assessment is required, than that hereinabove mentioned, same may be had only upon a vote of approval by three-fourths (3/4) of the members, with said vote to be taken only after written notice has been served upon each member not less than twenty (20) days nor more than thirty (30) days in advance of a meeting set for that purpose.

The Secretary shall notify each member of his or her failure to submit the assessment to the Treasurer within ten (10) days of its due date. Such notification shall be written and delivered personally to the unit owner or mailed to same at his or her condominium unit.

Section 4. Special Assessments: In addition to the annual assessments authorized above, the Association may levy special assessments from time to time as may be determined by the majority of the Board of Directors, subject to the limitations as hereinafter set forth. Such special assessments shall be for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, major repair, or replacement of a capital improvement which is the obligation and responsibility of the Association, including necessary fixtures and personal property related thereto, provided that any such special assessment for structural alterations, capital additions or capital improvements shall require the assent of a three-fourths (3/4) majority of the votes of the members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of



which shall be sent to all members not less than ten (10) days nor more than twenty (20) days in advance of the meeting and shall set forth the purpose of the meetings. This section shall not prohibit the Directors from authorizing capital expenditures for replacements or repairs or improvements from funds generated by regular assessments.

Section 5. Quorum For Any Action Authorized Under Sections 3 and 4: In regard to the meetings called for in Section 3 and 4 above, the presence at the meeting of members or of proxies representing seventy-five percent (75%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be fifty percent (50%) of the total membership. Any such subsequent meeting shall be held within sixty (60) days of the date of the meeting at which no quorum was forthcoming.

Section 6. Effects of Non-Payment of Assessment and Remedies of the Association: Any assessments which are not paid when due shall be considered delinquent. If the assessment is not paid within thirty (30) days of the due date, which date shall be fixed by the Board, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Secretary of the Association shall file in the office of the County Clerk of Klamath County, State of Oregon, within one hundred twenty (120) days of the due date, a statement of the amount of such charges or assessments, together with interest as aforesaid, for which a member is delinquent. The aggregate amount of such assessment, together with interest, costs and expenses, and a

reasonable attorneys' fee for the filing and enforcement thereof, including attorneys' fees at trial and on appeal, if any, shall constitute a lien upon the delinquent member's unit or units as of the date the notice of delinquency is filed in the office of the County Clerk, and until same has been paid or released, as herein provided. Such lien may be foreclosed upon by the Association in the manner provided within Chapter 87 of the Oregon Revised Statutes with respect to liens for construction. The owner of the subject unit, at the time said assessment becomes due, shall be personally liable for the expenses, costs and disbursements, including reasonable attorneys' fees of the Association, of processing and, if necessary, foreclosing upon such liens; all of which expenses, costs and disbursements and attorneys' fees, including fees on appeal, if any, shall be secured by said lien; and such owner shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common elements or abandonment of his or her unit. Upon payment in full by the delinquent member, the Secretary shall execute and file a proper release of the lien.

ARTICLE IX.  
STATUS OF MORTGAGE LENDERS

(a) Any person, persons, or corporation holding a security interest in any unit shall be entitled, upon request, to written notification from the Board of any default in the performance hereunder of the person or persons whose unit serves as security for a debt to said secured party if such default is not cured within sixty (60) days of its occurrence.

(b) Any such secured party who obtains title to a unit, or the purchaser where a unit is sold as a result of foreclosure, shall not be liable for the unpaid assessments, pertaining to such unit, which accrued prior to the acquisition of title to such unit by said secured party. Payment of such unpaid assessments shall be made by all unit owners, including such secured party or purchaser, in equal shares as directed by the Board.

(c) All secured parties shall have the right to examine the books and records of the Association at any and all reasonable times.

(d) In the event that any secured party obtains title to a unit pursuant to the remedies set forth in the security instrument, or by operation of law, all amenities (such as parking, recreation, and service areas) shall pass with title to the unit and said secured party shall have the right to the use and enjoyment of the common elements that is granted all unit purchasers.

#### ARTICLE X. BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association and copies may be purchased at a reasonable cost.

#### ARTICLE XI. AMENDMENTS

These By-Laws may be amended, at quarterly or special meetings



of the members, by the vote, in person or by proxy, of members entitled to exercise seventy-five percent (75%) of the total eligible voting power of the membership. Any such amendment shall not be effective until a copy of the By-Laws as amended, or the amendment thereto, certified by the Chairman and Secretary of the Association, is recorded. Before any amended By-Laws or amendment to the By-Laws are recorded, the Secretary shall submit same to the Real Estate Commissioner of the State of Oregon, in Salem, for his approval.

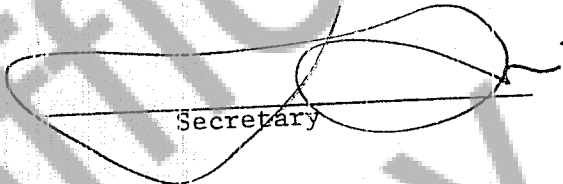
22187

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the  
KANE PLACE CONDOMINIUMS-OWNERS ASSOCIATION, a non-profit association  
organized under the laws of the State of Oregon; and

That the foregoing By-Laws constitute the original By-Laws  
of said Association as duly adopted at a meeting of the Board of  
Directors thereon on the 15<sup>th</sup> day of September, 1981.

  
Secretary

Attested:

  
Chairman

22188

## EXHIBIT "A"

A tract of land situated in Tract I of HOMEDALE SUBDIVISION, in Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

COMMENCING at an iron pin on the East line of said Tract 2A, said iron pin being on the West boundary of Homedale Road and being North 0°20' East a distance of 594.00 feet from the Southeast corner of said Tract 2A; thence North 0°20' East along the West boundary of Homedale Road 185.76 feet to an iron pin marking the Northeast corner of said Tract 2A, said pin being on the Southerly right of way line of the O.C. & E. Railroad, thence North 66°39'30" West (North 66°42' West by plat) along said right of way line 689.64 feet to a two inch diameter iron pipe on the East right of way line of Kane Street for the initial point to Kane Place Condominium; thence South 22°02'30" West along the East right of way line of Kane Street, 225.58 feet to a one inch diameter iron pipe; thence South 43°30'00" East, 128.24 feet to a one inch diameter iron pipe; thence South 23°07'21" West 8.03 feet to a ½ inch diameter iron rod at the Northwesterly corner of that parcel of land described in Deed Volume 306, page 363; thence South 66°07'50" East, 127.36 feet to a ½ inch diameter iron rod on the North line of a parcel of land described in Book M-67, page 6, parcel Number 2; thence North 22°41'10" East, 285.17 feet to a point on the Southerly right of way line of O.C. & E. Railroad; thence North 66°39'30" West along said right of way 247.14 feet to the INITIAL POINT.

Return

Sidney Ainsworth  
515 E. Main  
Oakland, Ca.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record on ~~XXXXXX~~

this 31 day of Dec., A. D. 19 81 at 9:30 clock A. M., and  
duly recorded in Vol. M 81, of Deeds on Page 22163  
Fee \$104.00

EVELYN BIEHN, County Clerk

By Joyce Mc