

MTC-1396-12
DECLARATION OF UNIT OWNERSHIP

FOR

HARBOR ISLES CONDOMINIUMS, PHASE I
TRACT 1238

This Declaration of Unit Ownership is made this 30th day of January, 1984, by TRENDWEST DEVELOPMENT COMPANY, P.O. Box 1089, Klamath Falls, Oregon (hereinafter referred to as the Declarant) pursuant to the provisions of ORS 94.004 to 94.480 and 94.991, the Oregon Condominium Act.

WITNESSETH:

1. SUBMISSION OF PROPERTY. Declarant hereby submits to the provisions of ORS 94.004 to 94.480 and 94.991 the following described real property owned by it in fee simple, together with any and all buildings and improvements presently situated on said property or hereafter constructed or placed on said property (hereinafter collectively referred to as the Condominium), to-wit:

See attached description

2. NAME AND ADDRESS. USE. The Condominium shall be known as "Harbor Isles Condominiums" and shall be located on a portion of the premises located at 2800-2928 Front Street, Klamath Falls, Oregon 97601. The Condominium shall be used solely for residential purposes.

3. PLAN OF DEVELOPMENT. The Condominium shall be developed in multiple phases with a maximum of 54 units and a maximum of seven phases planned. As each additional phase of development is completed, each unit's undivided interest in the common elements will be reduced proportionately so that each unit's interest in the common elements shall be equal to every other unit in the Condominium. If all phases of development are completed, each unit will be allocated a 1/54 interest in the common elements. In the event all of the units have not been annexed to the Condominium in accordance with ORS 94.047 by December 31, 1993, no additional property may be annexed after this date. The common elements pertaining to additional phases of development shall be of same character and sizes as those common elements described in paragraph 6 of this Declaration which pertains to Phase I. No unit owner in an earlier phase will experience a substantial increase in the common expenses payable by reason of the addition of subsequent phases.

4. PROJECT DESCRIPTION. Phase I shall consist of Building A which shall contain six units designated as A-1, A-2, A-3, A-4, A-5, and A-6. Unit A-1 shall be a "Plan D" unit, as described below. Units A-2 and A-3 shall be "Plan C" units, as described below. Units A-4 and A-5 shall be "Plan B" units, as described below. Unit A-6 shall be a "Plan A" unit as described below.

Building A shall be two stories, and shall contain a predetermined combination of the four (4) basic unit plans (Plans A, B, C, and D). The location of each unit and all other information pertinent to the units and the common elements are shown on the plat, certified by Westvold & Associates, Registered Professional Land Surveyors, which shall be filed in the office of the Clerk of Klamath County, Oregon, simultaneously with the recording of this Declaration. Each unit shall have its own patio, in front of each unit, and shall have its own enclosed garage and storage space. Each unit shall also have exclusive use of a patio on the back of each Unit. Garage space shall be for one car for Plans B and C and for two cars for Plans A and D. Additional off-street uncovered parking spaces will be available on the premises. Several units, Plans A, B, and C, shall be two-stories and each shall have wood decks on the second story of said Units, both in the front and in the back of each unit.

Building and garage shall be of wood frame construction with cedar for its exterior walls and gypsum sheetrock for the interior walls. Ceilings shall also be of gypsum sheetrock construction. The concrete foundations shall be supported by pilings and the floors shall be of plywood construction. Each unit shall have a masonry fireplace.

Plan "A" units shall be 2,058 square feet of living space, consisting of a kitchen, dining room, living room, and master bedroom and bathroom on the first floor and two bedrooms and a sun room and utility room on the second floor. Plan "A" units shall also have two patios, two decks, along with a two-car garage.

Plan "B" units shall be 1,455 square feet of living space, consisting of a kitchen, dining area, living room, and half-bathroom on the first floor and two bedrooms and a bathroom and utility room on the second floor. Plan "B" units shall also have two patios, two decks, and a single-car garage.

Plan "C" units shall be 1,240 square feet of living space, consisting of a kitchen, living room, dining area, and half-bathroom on the first floor and two bedrooms, a bathroom and utility room on the second floor. Plan "C" units shall also have two patios, two decks, and a single-car garage.

Plan "D" units shall be 1,154 square feet of living space, consisting of a kitchen, living room, dining area, two bedrooms, two bathrooms, and a utility room all on the first floor. Plan "D" units shall also have two patios, and a two-car garage.

5. DIMENSIONS OF UNITS Each unit shall consist of the living area, the garage area, and an entrance/patio area, more specifically described as follows:

(a) Living Area. Horizontally, from side to side, each unit shall consist of an area measured from the unit side of the framework of the exterior walls of the building to the unit side of the framework of the walls and partitions separating such unit from the other units. Horizontally, from front to back, each unit shall consist of an area measured from the unit side of the framework of the exterior walls in the front to the unit side of the framework of the exterior walls in the back. Vertically, each unit shall consist of the space between the underside of the framework of the roof down to and including the land lying beneath each unit. In addition, any or all decks on the second floor of the A, B, and C units shall be considered part of the unit.

(b) Entrance/Patio Area. In addition to the living area, each unit shall include the enclosed patio/entrance area lying between the garage and the living area. Horizontally, from front to back and side to side, such entrance/patio area shall consist of the area measured from, but not including, the exterior surface of the walls and partitions separating each area. The land underlying this area is included as part of the unit.

(c) Storage Space. Each unit shall also include an enclosed storage room located in the space between the garage and the living area. Horizontally, from side to side and front to back, such storage room shall consist of the area measured from the inside of the framework of the walls or partitions which enclose such storage room. Vertically, storage space shall consist of the area measured from the underside of the framework of the ceiling down to and including the land underlying such storage space.

(d) Garage Area. Horizontally, from side to side, each unit shall include the garage area measured from the inside of the framework of the exterior walls of the garage building to the inside of the framework of either the exterior walls of the garage or the walls and partitions separating each unit's garage space from another unit's garage space. Horizontally, from front to back, each unit shall include the garage space measured from the inside of the framework of the exterior walls in the front to the inside of the framework of the exterior walls in the back. Vertically, the garage space shall consist of the space between the underside of the framework of the ceiling down to and including the land underlying each unit.

6. GENERAL COMMON ELEMENTS. The general common elements will consist of the entire Condominium property, including all parts of the building other than the units, and including, without limitation, the following:

(a) The land, except that which underlies and becomes part of each unit;

(b) All foundations, columns, pilings, joists, beams and other supports.

(c) All exterior walls and exterior partitions of the buildings, the framework of all interior walls and partitions separating the units, and the framework and exterior of the roof of the buildings. The wood decks are not general common elements, and each second floor deck is a part of each adjacent unit and the first floor wood deck adjacent to Unit A-6 is a limited common element.

(d) Driveways, uncovered parking areas and sidewalks except for those sidewalks which lie inside the entrance/patio area portions of each unit.

(e) All central and appurtenant installations of services such as electricity, telephone, gas, water, and television, including all pipes, ducts, wires, cables and conduits used in connection therewith and whether located in common elements or in units, excluding, however, the individual appliances located in or on each unit, particularly the heat pumps, hot water heaters, heating unit, light and electrical fixtures and bulbs, sinks, bath tubs, and the like.

(f) All sewer pipes.

(g) All other parts of the Condominium property and all other apparatus and installations existing in a building or on the property for common use or convenience and which are not included as a part of any unit which are considered limited common areas.

7. LIMITED COMMON ELEMENTS. The limited common elements shall consist of each concrete patio or wooden decks adjacent to the first floor of each unit, the use of which patios or decks shall be and hereby are reserved exclusively for the owners of each adjacent unit. None of these limited common elements shall be for the use of more than one unit.

8. ALLOCATION OF INTEREST IN COMMON ELEMENTS. Each unit in Phase I shall have an equal undivided 1/6 interest in the common elements. Each unit's undivided interest in the common elements will be continually reduced as each subsequent phase is annexed to the Condominium as more particularly described in paragraph 3 hereof.

9. LIABILITY FOR COMMON EXPENSES. Each unit shall be liable for the common expenses of the Condominium, and shall be entitled to the common profits of the Condominium, according to each unit's allocated undivided interest in the common elements, as described in paragraph 8 hereof.

10. COMMON ELEMENTS INSIDE UNITS. The Board of Directors to be elected by the condominium unit owners pursuant to the Bylaws (attached hereto), shall have a right of access to each unit to inspect all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located within any of the units, to remove violations therefrom, and to maintain, repair, or replace such common elements and common elements located elsewhere in the building.
11. CONDOMINIUMS OWNERS ASSOCIATION. There shall be formed a Harbor Isles Condominiums Owners Association ("Association") to serve as a means through which the condominium unit owners may take action with regard to the administration, management and operation of the Condominium.
12. CONTROL OF ASSOCIATION, TURNOVER. Declarant shall control the Association until the earlier of the sale of 75 percent of the units in the last phase which Declarant may submit to the provisions of ORS 94.004 to 94.480 and 94.991 or a date seven years from the date first unit is conveyed, at which time Declarant shall turn over control to the unit owners as provided in this Declaration, the Bylaws, and as required by statute.
13. VOTING RIGHTS. Each unit owner shall be entitled to one vote in the Association; provided, however, that until control of the Association is turned over from the Declarant to the unit owners, Declarant shall be entitled to one hundred votes for each unit owned by Declarant.
14. CONDOMINIUMS OWNERS ASSOCIATION POWER. The Association shall have full right, power and authority accorded such association by ORS 94.146, including, but not limited to the authority to execute, acknowledge, deliver and record on behalf of the unit owner's easements, rights of way, licenses and similar interest affecting the general common elements of the Condominiums.
15. AMENDMENT OF DECLARATION. This Declaration may be amended only by the vote of at least 75 percent of all unit owners in phases which have been annexed to the Condominium in accordance with ORS 94.047, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws; provided, however, that any such amendment shall only be effective upon recording in the office of the Clerk of Klamath County, Oregon, and provided further that until the turnover of control takes place, any such amendment shall only be effective if Declarant consents to such amendment.
16. ENCROACHMENTS. If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common elements as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting or movement of any portion of the property, or any other similar cause, and any encroachment due to building

overhead or projection, each unit and all common elements shall have a valid easement for the encroachment and for its maintenance, so long as the encroachment exists. Any encroachments described in this paragraph shall not be construed to be encumbrances affecting the marketability of title to any unit.

17. SERVICE OF PROCESS. R. C. Wendt, 3303 Lakeport Blvd. Klamath Falls, Oregon 97601, pursuant to ORS 94.029 (j) is hereby designated to receive notice of process in any action which may be brought against the Condominium.

18. RESTRICTIONS ON ALIENATION OF UNITS. All units are subject to the provisions contained in this Declaration, the Bylaws attached hereto, and the Covenants, Conditions, and Restrictions which are recorded at Volume M81, Page 18803, in the deed records of Klamath County, Oregon. None of these documents contain any restriction on transfer or alienation of the condominium units, except that section 7.4 of the Declaration states that no condominium unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease his condominium unit unless and until he shall have paid in full or otherwise satisfied all unpaid common expenses theretofore assessed by the Board of Directors of the Association or any other liens against his condominium unit, except permitted mortgages assessed against the unit.

19. UNITS SUBJECT TO DECLARATION, BYLAWS, RULES AND REGULATIONS. All present and future owners, tenants, and occupants of units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws, and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant, or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof.

20. INVALIDITY. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration, and the other provisions of this Declaration shall continue in effect as if such invalid provision had never been included herein.

21. WAIVER. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Joseph S. Westvold

WESTVOLD & ASSOCIATES
ENGINEERING & SURVEYING

TELEPHONE 884-3691
2333 SUMMERS LANE - KLAMATH FALLS, OREGON 97601
APRIL 26, 1983

Erwin R. Ritter
Dennis A. Esser
4667

LEGAL DESCRIPTION
HARBOR ISLES CONDOMINIUMS
PHASE 1

A tract of land situated in Lot 1 Block 1 of "HARBOR ISLES--TRACT 1209"
a recorded subdivision in Section 19, T38S, R9EWM, Klamath Falls, Oregon,
more particularly described as follows:

Beginning at the Easterly corner common to Lots 1 and 2 of said Block 1,
being on the Westerly right of way line of Front Street; thence Southerly
on said Westerly right of way line along the arc of a curve to the left
(radius point bears S55°40'51"E 330.00 feet and Central angle = 22°48'56")
131.41 feet; thence S76°09'04"W 78.84 feet; thence N80°20'00"W 114 feet,
more or less, to the mean high water line of Upper Klamath Lake, 110.69
feet to the meander line of Upper Klamath Lake, as shown on said recorded
subdivision plat; thence Northerly along said water line, the meander line
being N01°55'08"W 121.00 feet, N69°56'53"E 117.09 feet and N42°39'47"E
40.54 feet to a point on the lot line common to said Lots 1 and 2;
thence leaving said mean high water line, S55°40'51"E, 125 feet, more or
less, 124.80 feet from said meander line to the point of beginning,
with bearings based on said recorded plat of "HARBOR ISLES--TRACT 1209".

Subject to: A 20 foot wide Public easement and a 30 foot wide
easement to Pacific Power and Light Co., as shown on said recorded plat.

Erwin R. Ritter
ERWIN R. RITTER

Return n/c

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for
record on the 22nd day of March A.D., 1984 at 4:05 o'clock P.M.
and duly recorded in Vol M84, of Deeds on page 4660.

Fee: \$ 32.00

EVELYN BIEHN, COUNTY CLERK
by: *Ann Smith* Deputy