

After recording, return to: William M Ganong  
635 Main Street  
Klamath Falls OR 97601

95084

02-21-95003-44 PCVD

**DECLARATION OF MT. VIEW CONDOMINIUM**

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The undersigned Declarants, owners of:

Lots 1, 2, 15, and 16 in Block 3,  
Resubdivision of a portion of McLoughlin  
Heights Addition, according to the official  
plat thereof on file in the office of the  
County Clerk of Klamath County, Oregon;

desiring to convert an existing commercial building to  
condominium ownership, do hereby declare that from the effective  
date hereof, the above said property is submitted to the  
provisions of the Oregon Condominium Act and shall be held,  
improved, conveyed, hypothecated, encumbered, used, occupied and  
administered subject to the following covenants, conditions,  
reservations, restrictions, easements, liens and charges which  
shall run with the real property and shall be binding on all  
parties having or acquiring any right, title or interest in the  
described properties or any part thereof and shall inure to the  
benefit of each owner thereof.

1. Name: The name of the Condominium shall be Mt. View  
Condominium.
2. Location: The Condominium shall be located at 2301  
Mountain View Blvd. in the City of Klamath Falls, Klamath County,  
Oregon.
3. Legal Description: The legal description of the real  
property included in the Condominium is the fee simple ownership  
of the real property described above.
4. Number of Units: There shall be eight Business Units  
and ten Storage Units in the Condominium. Each Business Unit  
shall have an undivided interest in the common elements based on  
each unit's square footage divided by the sum of the square  
footage of all Eight Business units. Each Business Unit's  
interest in the common elements is:

<u>Business Unit</u>	<u>Sq./Ft.</u>	<u>Percentage</u>
Unit A	2,416.64	13.89
Unit B	2,317.52	13.32
Unit C	1,753.06	10.08
Unit D	1,120.53	6.44
Unit E	1,203.14	6.92
Unit F	1,066.72	6.13
Unit G	6,653.51	38.25
Unit H	<u>864.71</u>	<u>4.97</u>
Total	<u>17,395.83</u>	<u>100.00%</u>

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5. Common Elements: The land and all improvements thereto, saving and excepting the units and signs as provided in Section 12.G. below, shall be common elements.

6. Mt. View Condominium Unit Owners' Association: The Condominium shall be operated and managed by the Mt. View Condominium Unit Owners' Association, a nonprofit Oregon Corporation, formed pursuant to ORS Chapter 100. The initial Bylaws of the Association have been provided by the Declarant. The Association shall be managed by a Board of Directors as provided in the Bylaws.

One membership in the Association shall be appurtenant to each Business Unit from the date it can be legally conveyed. A person becomes a member of the Association automatically upon becoming an owner of a legally created Business Unit, and ceases to be a member upon transfer of such interest. Each such Business Unit shall be entitled to exercise one vote per issue in elections conducted by the Association. Each vote shall be weighted based on the square footage of the Business Unit divided by the sum of the square footage of all eight Business Units. Each Business Unit shall designate the authorized voter of that unit to the Board of Directors of the Association.

A membership cannot be transferred or encumbered except upon transfer or encumbrance of the Business Unit to which it is appurtenant. The right, duties and powers of members shall be as set forth in this Declaration, the Articles and Bylaws of the Association, and as provided by law.

7. Dissolution of the Association: The Unit Owners' Association shall not be dissolved except in conjunction with the termination of the condominiums as provided by Oregon law.

If the condominium ownership is terminated, then the property shall be considered owned in common by all the Business Unit owners. The respective interest of a Business Unit owner shall be based on the total square footage of the Business Unit divided by the sum of the square footage of all eight Business Units.

8. Common Expenses and Profits: Each Business Unit shall be liable for a prorata share of the common expenses from the date it can be legally conveyed based on the square footage of the Business Unit divided by the sum of the square footage of all eight Business Units.

The profits of the property shall be distributed among the Business Unit owners according to the allocation of undivided interest of each Business Unit in the common elements.

9. Expenses Related to Special Purpose Improvements: All expenses related to the installation, maintenance, repair,

replacement, and removal of special purpose improvements shall be paid by the Business Unit owner(s) benefitted by such improvements. Examples of special purpose improvements include, but are not limited to, nitrous oxide and oxygen lines, data transmission lines, and facilities, and medical waste disposal facilities.

10. Reserve Account: The reserve account assessments for replacement of common elements shall be assessed against the Business Units according to the allocation of undivided interest of each Business Unit in the common elements.

11. Use of Units: All Business Units shall be used for professional offices and no unit shall be used as a residential dwelling.

12. Restrictions On Use and Maintenance of Units: The use and maintenance of each unit is subject to the following conditions and restrictions:

A. Utility Connections: No above-ground utilities, pipes or wires shall be used to connect a telephone system, power system, and other improvements with supplying facilities. Exposed radio, telephone and television antennas and reception disks are prohibited, unless approved by the Board of Directors.

B. Nuisances: No noxious or offensive activity shall be carried on nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

C. Maintenance: The common elements and all improvements shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard or visual nuisance.

D. Replacements: If a unit in the building or the building is damaged or destroyed by fire or other hazard, the unit or the building shall be repaired or replaced to approval of the Board of Directors of the Association as soon as reasonably possible.

E. Refuse Disposal: Rubbish, trash, or garbage and other waste shall not be kept, except in sanitary containers, at any time. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No rubbish may be burned or buried on or near the Condominiums. No substance, thing or material shall be kept that will, or might, disturb the peace, comfort or serenity of occupants of surrounding property.

F. Lighting: No offensive exterior lighting or noise making devices shall be installed or maintained without written approval of the Board of Directors.

G. Signs: No new sign or additional signs of any kind shall be displayed to the public view on any unit without the written approval of the Board of Directors. Any sign placed on common property by a unit owner shall remain the property of the unit owner and shall be maintained in a neat and professional manner by the owner.

H. Design and Architectural Control: Each unit owner is responsible for the furnishing and upkeep of the unit. Provided, however, that maintenance and/or alteration of the walls, ceiling, or floor of a unit shall be subject to prior review of the Board of Directors for compliance with the quality, workmanship, materials, and harmony of design with other units, and to assure the integrity of the common elements and improvements thereto.

I. Access: The Unit Owners' Association and its agents, contractors, and designees shall have access to each unit, upon reasonable notice to the unit owner, for the purpose of inspecting, maintaining, repairing, and altering common elements, utility lines, mechanical systems, and structures.

J. Parking: No parking or storage of trailers, trucks, campers, boats, boat trailers, snow mobiles, or other off-road vehicles shall be permitted on the common property.

K. Peaceful Enjoyment: No unit shall be used in a manner which disturbs the peaceful enjoyment of other units.

L. Enforcement: These Declarations and Covenants may be enforced by the undersigned, any owners of any unit in the Condominium, or the Board of Directors of the Mt. View Condominium Unit Owners' Association. Should suit or action be instituted to enforce any of the covenants or restrictions, after written demand for the discontinuance of a violation thereof, and any failure to so do, then, whether said suit be reduced to decree or not, the Declarant, the Board or owner seeking to enforce or to restrain any such violations, shall be entitled to have and recover from the defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as attorney's fees in said suit or action, including attorney fees incurred on appeal.

13. Amendment of Declaration: This Declaration may be amended if such amendment is approved by vote of not less than 75 percent of the unit owners and by the Oregon Real Estate Commissioner. Any Amended Declaration shall be effective when recorded in the office of the Clerk of Klamath County, Oregon.

14. Description and Designation of Units: The Condominium shall consist of one two-story building of wood, concrete, and masonry construction. The building shall contain eight Business Units denoted Unit A through Unit H, inclusive, and ten Storage

Units, denoted Unit I-1 through I-10, inclusive. Each Storage Unit shall be appurtenant to each Business Unit as follows:

Business Unit

Storage Unit(s)

A  
B  
C  
D  
E  
F  
G  
H

I-1  
I-4  
I-9  
I-2  
I-5  
I-3  
I-6, 7 & 8  
I-10

The walls, floors, and ceilings define the boundaries of each unit. Each unit includes:

- A. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof;
- B. All spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames, and all other fixtures and improvements within the boundaries of the unit; and
- C. All outlets of utility service lines, including but not limited to power, light, gas, hot and cold water, heating, refrigeration, air conditioning and waste disposal within the boundaries of the unit.

All other portions of the building improvements and land are common elements.

The unit owner is solely responsible for the maintenance of the unit and the Owners' Association is solely responsible for the maintenance of the common elements.

15. Unit Locations: Each unit will be located as shown on the plat of the Mt. View Condominium on file in the office of the Clerk of Klamath County, Oregon.

16. Designated Agent: The agent designated to receive service of process is named in the Condominium Information Report which has been filed with the Secretary of State.

17. Powers of Association: The Unit Owners' Association has authority to grant leases, easements, rights of way, licenses and similar interests affecting common elements and to consent to the vacation of roadways within and adjacent to the condominiums.

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18. First Right of Refusal: Each unit owner agrees not to sell, transfer, exchange, grant an option to purchase, rent, lease, or otherwise dispose of a unit, or any part of or interest in a unit, without first offering the unit to the other unit owners (Offerees) on the following terms and conditions:

A. When Owner receives from a third party (the Third-Party Offeror) a bona fide offer to purchase the unit, or a part of it, or an interest in it, Owner shall give Offerees written notice (the "Notice") of the price, terms, and conditions of the offer and deliver a copy of the executed contract evidencing the offer (the "Offer") to Offerees.

B. When Offerees receive the Notice and a copy of the Offer, Offerees shall have the prior and preferential right to purchase the unit (or the part of or interest in the unit covered by the Offer, as the case may be) at the same price and on the same terms and conditions as are contained in the Offer, except that if Offerees exercise the right of first refusal by electing to purchase the unit then (1) the closing of the transaction contemplated by the Offer shall take place no earlier than 30 days after the date that Offerees elect to exercise the right of first refusal, and (2) Offerees shall receive a credit against the sales price of the unit in an amount equal to any brokerage commission that Owner may save by selling the unit to Offerees rather than the Third-Party Offeror.

C. Offerees shall have 10 days from the date Offerees receive the Notice and a copy of the Offer to notify Owner whether Offerees elect to purchase the unit pursuant to the terms of the Offer. If Offerees elect to exercise its right to purchase the unit, then, in addition to giving Owner written notice of its election within the 10-day period, Offeree also shall tender an amount equal to the earnest money deposit, if any, specified in the Offer, which will be held and used in accordance with the terms of the Offer.

D. If Offerees fail to timely exercise its right to purchase the unit pursuant to the terms of this section, then Owner shall be entitled to sell the unit according to the terms of the Offer to the Third-Party Offeror, subject to the terms of paragraph E. below.

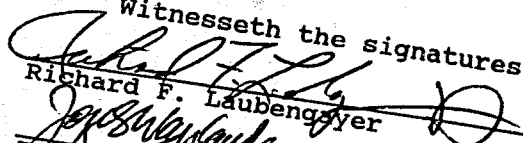
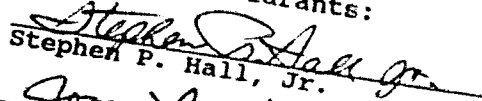
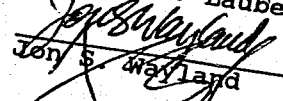
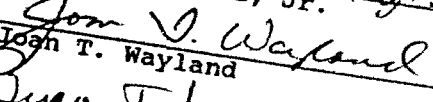


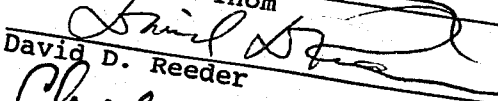

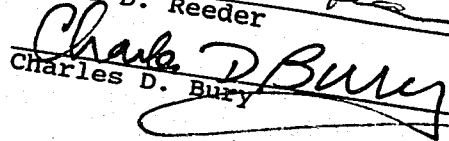

E. If Offerees fail to timely exercise its right to purchase the unit pursuant to the terms of this section, and for any reason Owner shall not sell or convey the unit to the Third-Party Offeror on the terms contained in the Offer within six months of Offeree's election not to purchase, then Owner must resubmit the Offer as well as any other offer to Offerees before selling the unit, and such offers shall be subject to Offeree's right of first refusal under this section.

F. If more than one of the other unit Owners (Offerees) elects to exercise this right of first refusal, then each such electing Offeree shall purchase an undivided interest in the unit equal to the square footage of such Offeree's unit divided by the sum of the square footage of the units owned by the Offerees electing to purchase the unit. Each such electing Offeree shall be liable for the payment of a prorata portion of the consideration for the purchase of the unit.

G. All notices required or permitted to be given under this section shall be in writing and shall be deemed given and received two days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, addressed to each unit owner at the address(es) shown on the records of the Unit Owners' Association. Notice given in any other manner shall be effective when it is received by the party for whom it is intended.

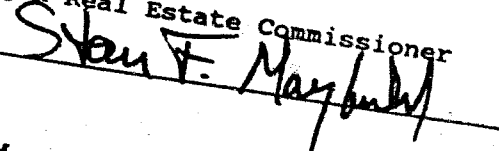
H. The right of first refusal created by this section shall not apply to any sale or conveyance of a unit by the Owner thereof to any co-tenancy partnership, limited partnership, joint venture, corporation, or other entity in which Owner owns and controls, and continues to own and control, at least a 20% ownership interest.

Witnesseth the signatures of each of the Declarants:

 Richard F. Laubengayer	 Stephen P. Hall, Jr.
 Jon S. Wayland	 Joan T. Wayland
 Theodore E. Thom	 Byron T. Sagunsky
 David D. Reeder	 James N. Beggs
 Charles D. Bury	 Jon G. McKellar

The foregoing Declaration is approved pursuant to ORS 100.110 this 17th day of February, 1995

Morella Larsen  
Oregon Real Estate Commissioner

By 

DECLARATION OF MT. VIEW CONDOMINIUM

The foregoing Declaration is approved pursuant to ORS  
100.110 this 15<sup>th</sup> day of February, 1995.

Assessor of Klamath County, Oregon

By Reg. LeQuien  
By Margaret Gray

The foregoing Declaration is approved pursuant to ORS  
100.110 this 15<sup>th</sup> day of February, 1995.

Treasurer of Klamath County, Oregon

By [Signature]

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of William Ganong the 21st day  
of Feb A.D., 19 95 at 3:44 o'clock P M., and duly recorded in Vol. M95  
of Deeds on Page 3711

FEE \$45.00

Bernetha G. Letsch, County Clerk  
By Doulene Mulendore