

8.27.08

DECLARATION SUBMITTING  
WILLAMETTE TOWERS CONDOMINIUM  
TO OREGON UNIT OWNERSHIP LAW

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 5th day of March, 1980, by WILLAMETTE TOWERS ENTERPRISE, INC., an Oregon corporation ("Declarant") and by OREGON PROPERTIES, a copartnership composed of Harold B. Catlow and John P. Allum ("Owner")

Declarant and Owner propose to create a condominium to be known as Willamette Towers Condominium, which will be located in the city of Eugene, Lane County, Oregon. The purpose of this declaration is to submit Willamette Towers Condominium to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

ARTICLE I

DEFINITIONS

1.1 "Bylaws" means the Bylaws of the Association of Unit Owners of Willamette Towers Condominium adopted pursuant to Section 14.4 below as the same may be amended from time to time.

1.2 "Condominium" means all of that property submitted to unit ownership by this declaration.

1.3 "Declarant" means Willamette Towers Enterprises, Inc., and its successors and assigns.

1.4 "Mortgage" and "Mortgagee" mean, respectively, a recorded mortgage, trust deed or contract of sale which creates a lien against the unit, and the holder, beneficiary or vendor of such a mortgage, trust deed or contract of sale.

1.5 "Owner" means Oregon Properties and its successors and assigns, who join in this declaration for the purpose of subjecting

Owner's vendor's interest in the property to the Oregon Unit Ownership Law.

1.6 "Plans" means the plat and floor plans of Willamette Towers Condominium, recorded simultaneously with the recording of this declaration.

1.7 Incorporation by Reference. Except as otherwise provided, in this declaration, each of the terms defined on ORS 91.500, a part of the Oregon unit Ownership Law, shall have the meanings set forth in such section.

## ARTICLE II

### SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The property submitted to the Oregon Unit Ownership Law by this declaration isn't held by Declarant and Owner and conveyed by Declarant and owner in fee simple estate. The land submitted is located in Eugene, Lane County, Oregon, and is more particularly described in the attached Exhibit A. The property submitted includes the land so described, all buildings, improvements and structures, all easements, rights and appurtenances, and all personal property located on, belonging to or used in connection with such land.

## ARTICLE III

### NAME OF CONDOMINIUM

The name by which the condominium shall be known is "Willamette Towers Condominium."

## ARTICLE IV

### UNITS

4.1 General Description of Buildings. The property contains one building of dwellings and contains 13 stories, without basement. The building is of concrete and masonry exterior walls and hot tar roof.

4.2 General Description, Location and Designation of Units. The property consists of a total of 91 units. The dimensions, designation and location of each unit is shown in the Plans, which are made part of this declaration as if fully set forth herein. The approximate area of each unit is shown on the attached Exhibit B.

4.3 Boundaries of Units. 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. The unit shall include all lath, furring, wallboard, plasterboard, plaster, tiles, wallpaper, paint, finished flooring and any other materials constituting and part of its finished surfaces and the exterior surfaces so described. All other portions of the walls, floors or ceilings shall be a part of the common elements. In addition, each unit shall include the following: (a) 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 (b) 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, but shall not include any part of such lines or ducts themselves.

## ARTICLE V

### GENERAL COMMON ELEMENTS

The general common elements consist of the following:

5.1 The land, pathways, driveways, fences, grounds, manager's unit, and parking areas, except certain parking spaces bearing the number of a unit as shown on the Plans, which are designated as limited common elements by Article VI below.

5.2 Pipes, ducts, flues, chutes, conduits, wires and other utility installations to their outlets.

5.3 Roofs, foundations, bearing walls, perimeter walls, beams, columns and girders to the interior surfaces thereof.

5.4 The ground floor facilities, including the office, retail commercial shops, laundry room, storage rooms and mechanical and utility rooms.

5.5 The outside surfaces of terraces and balconies, and stairways, lobbies, hallways, elevators, entrances and exits which are not part of a unit.

5.6 All other elements of the buildings and the property necessary or convenient to their existence, maintenance and safety, or normally on common use, except as may be expressly designated in this declaration as part of a unit or a limited common element.

## ARTICLE VI

### LIMITED COMMON ELEMENTS

The following shall constitute limited common elements, the use of which shall be restricted to the units to which they pertain:

6.1 All terraces and balconies, except for the outside surfaces thereof, each of which shall pertain to the unit which it adjoins.

6.2 Parking spaces which bear the number of a unit as shown on the Plans, each of which shall pertain to the unit whose number it bears in the Plans; provided, however, that any such parking space may be transferred so as to pertain to a different unit by an amendment to this declaration executed by the owner of any mortgagee of the unit to which the parking space previously pertained and by the of the unit to which the space is being transferred. Such transfer shall be effective upon the filing of such amendment in the Record of Deeds of Lane County, Oregon. No transfer, however, shall be such as to leave any unit without at least one parking space assigned to it as a limited common element.

## ARTICLE VII

### ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each unit will be entitled to an undivided ownership interest in the common elements determined by the ratio by which the approximate area of the particular unit bears to the total approximate area of all units combined, as shown on the attached Exhibit B.

## ARTICLE VIII

### COMMON PROFITS AND EXPENSES; VOTING

8.1 Common Profits and Expenses. The common profits derived from and the common expenses of the common elements shall be distributed and charged to the owner of each unit based on the particular unit's common expense factor compared to the total of such factors for all units combined, as shown on the attached Exhibit C.

8.2 Allocation of Voting Rights. Each unit owner shall be entitled to one vote in the affairs of the association and for the purposes of this declaration for each unit owned by him. The method of voting shall be specified in the Bylaws.

## ARTICLE IX

### SERVICE OF PROCESS

In the name of the person to receive the service of process in the cases provided in subsection (1) of ORS 91.578 Ernest McDonald and his place of residence within Land County, Oregon, is 1313 Lincoln Street, Eugene, Oregon 97401.

## ARTICLE X

### USE OF PROPERTY

Each unit is to be used for residential purposes as described in the Bylaws. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each unit owner shall be bound by each such documents.

## ARTICLE XI

### MAINTENANCE OF COMMON ELEMENTS

11.1 Responsibility for Maintenance. The necessary work to maintain, repair or replace the common elements shall be the responsibility of the board of directors of the association and shall be carried out as provided in the Bylaws.

11.2 Mortgagee's Rights upon Failure to Maintain. If the mortgagee of any unit determines that the board of directors is not providing an adequate maintenance, repair and replacement program for the common elements, such mortgagee, at its option, may deliver a notice to the board of directors by delivering the same to the registered agent, as required pursuant to ORS 91.578, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the mortgagee, upon written notice to the registered agent that it is exercising its proxy rights, shall have the right to attend succeeding annual or special meetings of the association and to cast a vote for each unit on which it holds a mortgage on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notices are corrected.

## ARTICLE XII

### EASEMENTS

12.1 In General. Each unit has an easement in and through each other unit and the common elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the condominium. In addition, each unit and all the common elements are specifically subject to the easements as required for the electrical wiring and plumbing for each unit. The specific mention or reservation of any easement in this declaration does not limit or negate the general easement for common elements reserved by law.

12.2 Encroachments. Each unit and all common elements shall have an easement over all adjoining units and common elements for the purpose of accommodating any present or future encroachment 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 overhang or projection. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and the rights and obligations of owners shall not be altered in any way by the encroachment. The encroachments described in this section 12.2 shall not be construed to be encumbrances affecting the marketability of title to any unit.

12.3 Granting of Easements by Association. The association of unit owners, upon prior approval of 75 percent of the voting power of the unit owners, may execute, acknowledge, deliver and record on behalf of the unit owners easement, rights of way, licenses, and similar interests affecting the common elements. Any such instrument shall be executed by the chairman and the secretary of the association. No such interest may be granted with regard to a limited common element unless the owners and mortgagees of the units having the right to use such limited common element join in the instrument granting the interest.

12.4 Right of Entry. A unit owner shall grant the right of entry to the board of directors of the association, managing agent, manager or any other person authorized by the board of directors in the case of any emergency originating in or threatening his unit or other condominium property, whether or not the owner is present at the time. A unit owner shall also permit such persons to enter his unit for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in this declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

12.5 Easements for Declarant. Declarant and Declarant's agents, successors and assigns shall have an easement over and upon the common elements for the purpose of completing or making repairs to existing structures and carrying out sales and rental activities necessary or convenient for the sale or rental of the units, including, without limitation, the right to use the units owned by Declarant as model units and the right to use a unit as a sales office.

### ARTICLE XIII

#### APPROVAL BY MORTGAGEES

In addition to any other approvals required by the Oregon Unit Ownership Law, this declaration or the bylaws of the association of unit owners, the prior written approval of 75 percent of the holders of first mortgagees or trust deeds of units in the condominium (based upon one vote for each mortgage or trust deed owned) must be obtained for the following:

13.1 The abandonment, termination or removal of the property from the unit ownership, except when provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

13.2 The partition or subdivision of any unit or of the common elements;

13.3 Any material amendment to this declaration or the bylaws, including, but not limited to, any change in the percentage interests in the common elements of the unit owners, except for the transfer of any parking space which is a limited common element;

13.4 The effectuation of any decision by the association to terminate professional management and assume self-management of the property;

13.5 Abandonment, encumbrance, sale or transfer of the common elements. Granting of easement for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of the clause; or

13.6 Use of hazard insurance proceeds for losses to any condominium property, whether to units or to common elements, for other than the repair, replacement or reconstruction of such

improvements, except as provided by statute in cases of substantial loss to the units and/or common elements of the condominium project.

#### ARTICLE XIV

##### ASSOCIATION OF UNIT OWNERS

14.1 Organization. Upon the recording of this declaration an association of unit owners shall be organized to serve as a means through which the unit owners may take operation of the condominium. The name of this association shall be "Association of Unit Owners of Willamette Towers Condominium," and the association shall be an unincorporated association.

14.2 Membership; Board of Directors. Each unit owner shall be a member of the association. The affairs of the association shall be governed by a board of directors as provided by the Bylaws.

14.3 Powers and Duties. The association shall have such powers and duties as may be granted to it by the Oregon Unit Ownership Law, including each of the powers set forth in ORS91.527(4), together with such additional powers and duties afforded it by this declaration or the Bylaws.

14.4 Adoption of Bylaws, appointment of Interim Board and Designation of Manager. Upon the execution and filing of this declaration, Declarant shall adopt bylaws for the association, which bylaws are attached as Exhibit D. At the same time, Declarant will appoint an interim board of directors of the association, which directors shall serve until their successors have been elected as provided in the bylaws. Such interim board of directors may appoint a manager or managing agent for the condominium on behalf of the association, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation and maintenance of the condominium from the date of its formation at the expense of the association. Notwithstanding any other provisions of this section, any management agreement or other contract providing for services by Declarant shall provide for termination on 90 days' written notice and shall have a maximum contract term of one year.

#### ARTICLE XV

##### AMENDMENT

15.1 Approval Required. Except as may be otherwise provided in this declaration or by the Oregon Unit Ownership Law, this

declaration may be amended if such amendment is approved by unit owners holding 75 percent of the voting rights of the condominium. Declarant's prior written consent shall also be required so long as Declarant owns 20 percent or more of the units in the condominium, but no such consent shall be required after three years after the date of this declaration is recorded. No amendment may change the size, location, allocation of undivided interest in the common elements, share of common profits and expenses, or voting rights of any unit unless such amendment has been approved by the owners of the mortgagees of the affected unit. Section 11.2 and Article XIII may not be amended without the written consent of all holders of first mortgages on units in the condominium

15.2 Recordation. The amendment shall be effective upon recordation of the declaration as amended or of the amendment thereto, certified to by the chairmen and secretary of the association and approved by the county assessor and the Real Estate Commissioner, in the Deed Records of Land County.

#### ARTICLE XVI

#### SEVERABILITY

Each provision in this declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provisions shall not affect the validity or enforceability of the remaining part of that or any other provision of this declaration or the Bylaws.

IN WITNESS THEREOF, Declarant has caused this declaration to be executed this 5th day of March 1980.

WILLAMETTE TOWERS ENTERPRISES,  
INC., an Oregon corporation

By: OREGON PROPERTIES, a co-partnership

By: Harold B. Hutchinson

By: Dan E. Mercer

By: Dwight L. Schwab

**A hard copy of this document with seals and signatures, all above mentioned Exhibits and attachments can be seen in the Willamette Towers Office.**