

DECLARATION TO SUBMIT PROPERTY
UNDER PROVISIONS OF ORS 100.005 TO ORS 100.910
THE OREGON CONDOMINIUM ACT
FOR
NORTH SHORE TERRACE CONDOMINIUM
STAGE I

DECLARANT hereby publishes and declares that the real property described herein, with the improvements thereon, shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and/or improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared to be in furtherance of a plan for the said real property and improvements, and the division thereof into condominiums, and shall be deemed to run with the land and shall be a burden and of benefit to Declarant, their heirs, successors and assigns, and any person acquiring or owning an interest in the real property herein described and the improvements thereon, their grantees, successors, heirs, personal representatives and assigns.

1. Definitions. In addition to the definitions set forth in ORS 100.005, the following definitions shall apply to terms used in this Declaration, unless the context clearly indicates a different meaning for the terms:

- (a) All of the definitions of ORS 100.005 are incorporated by reference herein except insofar as they are supplemented by the definitions hereinafter set forth.
- (b) "Association" means Association of Unit Owners of NORTH SHORE TERRACE CONDOMINIUM, formed pursuant to ORS 100.005 et seq.
- (c) "Board of Directors" means the Board of Directors of the Association.
- (d) "Declarant" means A & D Development General Partnership, consisting of DVM, Inc. an Oregon corporation, (managing partner), and Hind Enterprises, Inc., an Oregon corporation, General Partners.
- (e) "Declaration" means this instrument.
- (f) "Plans" means the plat, floor plans, and other similar materials recorded with this Declaration showing the location of the land and the improvements thereon of NORTH SHORE TERRACE CONDOMINIUM.

2. Land Description. The land, subject to this Declaration is as follows:

Beginning on the Westerly right of way line of the relocated Coast Highway 101, at a point which is 267.42 feet North and 1941.19 feet West of the quarter corner on the east line of Section 32, Township 10 South, Range 11 West, of the Willamette Meridian, said point being the Southeast corner of a tract conveyed to Lincoln Development Company by deed recorded in Microfilm Volume 57, page 1239, Lincoln County Records; thence North 14 deg. 15' West, along said right of way line 52.26 feet to a point opposite centerline station P.S.C. 977+27.3; thence North 16 deg. 05' West along said right of way line 223.78 feet, said point being the true point of beginning of this parcel; thence North 16 deg. 05' 00" West, 20.11 feet; thence South 73 deg. 55' 00" West, 113.52 feet; thence North 59 deg. 12' 57" West, 7.87 feet; thence North 38 deg. 57' 27" West, 15.01 feet; thence North 12 deg. 06' 59" West, 19.09 feet; thence North 8 deg. 55' 56" East, 32.90 feet; thence North 0 deg. 51' 23" West, 23.68 feet; thence North 19 deg. 48' 00" West, 13.18 feet; thence North 24 deg. 31' 02" West, 21.27 feet; thence North 12 deg. 48' 47" West, 19.31 feet; thence North 2 deg. 46' 01" West, 27.10 feet; thence North 10 deg. 00' 00" West, 21.66 feet to a point on the easterly extension of the North line of Baywood Manor Condominium; thence North 89 deg. 29' 12" West, 32.48 feet to a point that is South 89 deg. 29' 12" East, 5.55 feet from the Northeast corner of Baywood Manor Condominium; thence South 31 deg. 00' 23" East, 31.23 feet; thence South 64 deg. 28' 27" West, 15.72 feet; thence along a 2.85 foot radius curve to the left, the long chord of which bears South 22 deg. 42' 00" West 3.79 feet; thence South 19 deg. 01' 21" East, 43.85 feet; thence along a 89.57 foot radius curve to the right, the long chord of which bears South 12 deg. 01' 56" East, 21.80 feet; thence South 5 deg. 02' 41" East, 50.55 feet; thence along a 186.27 foot radius curve to the left, the long chord of which bears South 9 deg. 31' 35" East, 29.11 feet; thence South 14 deg. 00' 29" East, 31.43 feet; thence along a 3.00 foot radius curve to the left, the long chord of which bears South 36 deg. 26' 08" East, 2.29 feet; thence North 62 deg. 00' 00" East, 13.72 feet; thence South 31 deg. 30' 00" East, 1.32 feet; thence North 61 deg. 16' East, 4.42 feet; thence South 29 deg. 41' 49" East, 46.90 feet; thence North 69 deg. 21' 25" East, 2.53 feet; thence South 12 deg. 53' 23" East, 120.48 feet; thence North 72 deg. 58' 30" East, 35.00 feet; thence South 17 deg. 00' 00" East, 10.87 feet; thence North 81 deg. 21' 35" East, 39.82 feet; thence

North 73 deg. 55' 00" East, 51.63 feet to the Westerly right of way of U. S. Highway 101; thence North 16 deg. 05' 00" West, 169.90 feet to the true point of beginning.

3. Ownership. Said land is owned in fee simple by A & D Development General Partnership.

4. Name. The property, the subject of this Declaration, together with the improvements located thereon, as hereinafter described, shall be known as NORTH SHORE TERRACE CONDOMINIUM.

5. General Project Description. The following general project description shall progress in its narrative from the more general to the more specific and is as follows:

The property upon which the condominium project is located is in the City of Newport, County of Lincoln, State of Oregon. As hereinafter disclosed, the ultimate maximum dimensions and configuration of the project indicate a tract of real property 29,317 square feet in size, irregularly shaped, but generally longer north and south than the east-west width. If fully completed as hereinafter described, the project would contain a maximum of forty units. It would be constructed in a maximum of seven stages.

The land is bordered on the east by U. S. Highway 101, and on the west by Baywood Manor Condominium. It is bounded on the south by a State park, and on the north, property owned by the O.S.U. Foundation and the City of Newport.

The land is generally level and only slightly vegetated. It is accessed at the northwest corner by the public street known as Northwest 33rd Street.

The first stage of the project and the one being submitted at this time is comprised of six units located in the middle easterly portion of the real property. The building containing the six units is irregularly shaped, but generally configured in a rectangular dimension in a north-south direction.

The building is one-story in height and does not contain basements.

Each unit will have as a component part thereof a two-car enclosed garage.

The structure of the six-plex described is wood frame construction with concrete foundation. The roof is 3-tab, composition shake, and the siding is Louisiana-Pacific Inner-Seal Lap Siding.

Each unit will be basically identical. Unit A in Stage I

shall be the most northerly unit, with Units B, C, D, E and F, side-by-side, and attached from the north to south.

Each unit will contain approximately 986 square feet of living space. The garage area for each unit will consist of approximately 408.5 square feet. Each unit, as a component part thereof shall also have an individual covered patio of approximately 128 square feet (with exception of Unit A which will be 124 square feet) on the northeast portion of the unit.

6. Unit Description. Hereinafter set forth is a description of the existing units of the condominium:

(a) Unit A: Unit A is the most northerly unit in the condominium project. The unit consists of an entry on the west side; a kitchen; two bedrooms; two full bathrooms; a living-dining area, all contained within the interior of the unit. The unit also includes a covered patio area open on the east side thereof.

On the northwest side of the unit is the attached two-car garage.

Vehicular access to the unit is across common area from Northwest 33rd Place.

(b) Unit B: Unit B, is identical to Unit A and is located immediately adjacent to and south of said Unit A.

(c) Unit C: Unit C is identical to Units A and B and is located immediately adjacent to and south of Unit B.

(d) Unit D: Unit D is identical to Units A, B and C and is located immediately adjacent to and south of Unit C.

(e) Unit E: Unit E is identical to Units A, B, C, and D is located immediately adjacent to and south of Unit D.

(f) Unit F: Unit F is identical to Units A, B, C, D and E and is located immediately adjacent to and south of Unit E. This is the last unit in this six-plex building.

7. Unit Boundaries. Each unit is bounded by the interior surfaces of its perimeter, including bearing walls, floors, ceilings, window and window frames, doors and door frames and the air space so encompassed. The finished material attached to said structural elements shall be a part of the individual unit. In addition, each unit shall include the outlet of any

utility services, including water, sewage, gas and electricity and any ventilation ducts within the unit shall not include any part of such lines or ducts themselves.

8. Common Element Description. The common elements in this condominium consist of General Common Elements and Limited Common Elements as hereinafter provided:

(a) General Common Element Description. The General Common Elements include all portions of the building housing the units, other than the units themselves as above described, and excepting certain limited common elements hereinafter delineated. More specifically the general common elements include the foundation, beams, supports, main walls, roofs and central services comprising the building housing the units. The land upon which the project is located is a General Common Element.

(b) Limited Common Element Description: The following shall constitute Limited Common Elements, the use of which shall be 100% restricted to the unit to which they pertain:

Limited Common Elements for Unit A are:

- (1) The yard adjacent to the unit on the east side thereof.
- (2) The individual entry-way on the southwest corner of the unit.
- (3) The garbage receptacle and storage area on the southwest corner of the unit.
- (4) The interior surfaces of the fireplace, chimney and flue on the north side of each unit.

Limited Common Elements for Unit B are:

- (1) The yard adjacent to the unit on the east side thereof.
- (2) The individual entry-way on the southwest corner of the unit.
- (3) The garbage receptacle and

storage area on the southwest corner of the unit.

(4) The interior surfaces of the fireplace, chimney and flue on the north side of each unit.

Limited Common Elements for Unit C are:

(1) The yard adjacent to the unit on the east side thereof.

(2) The individual entry-way on the southwest corner of the unit.

(3) The garbage receptacle and storage area on the southwest corner of the unit.

(4) The interior surfaces of the fireplace, chimney and flue on the north side of each unit.

Limited Common Elements for Unit D are:

(1) The yard adjacent to the unit on the east side thereof.

(2) The individual entry-way on the southwest corner of the unit.

(3) The garbage receptacle and storage area on the southwest corner of the unit.

(4) The interior surfaces of the fireplace, chimney and flue on the north side of each unit.

Limited Common Elements for Unit E are:

(1) The yard adjacent to the unit on the east side thereof.

(2) The individual entry-way on the southwest corner of the unit.

(3) The garbage receptacle and storage area on the southwest corner

of the unit.

(4) The interior surfaces of the fireplace, chimney and flue on the north side of each unit.

Limited Common Elements for Unit F are:

(1) The yard adjacent to the unit on the east side thereof.

(2) The individual entry-way on the southwest corner of the unit.

(3) The garbage receptacle and storage area on the southwest corner of the unit.

(4) The interior surfaces of the fireplace, chimney and flue on the north side of each unit.

(c) Allocation of Ownership Interest in Common Elements. The Common Element ownership shall be allocated equally on a fractional basis with one-sixth of the Common Elements owned by each unit.

(d) Special Construction Right: Declarant hereby specifically declares and establishes that each unit owner may enclose their covered patio, by construction methods compatible with the remainder of the condominium project without further permission or notice from time to time as each owner may elect. The enclosure shall not enlarge the floor area of the patio, and the enclosing wall shall be vertical and located no farther east than the edge of the existing patio surface. If such an enclosure is constructed by a given unit owner, it shall be roof-vented to preserve the integrity of the condominium building.

Upon completion, the interior of the area enclosed shall be a part of the unit as defined above in paragraph 7 with the structural components thereof a part of the general common elements as defined above in paragraph 8(a).

9. Allocation of Common Expenses and Right to Common Profits. Allocation of common expense and the right to common

profits shall be on the same basis as the allocation of the General Common Elements. Common expenses and the right to common profits shall not be affected by or allocated in accordance with any interest in Limited Common Elements.

10. Voting Rights Allocation. Each unit shall be allocated one vote regardless of its square footage or any other factor.

11. Statement of Use. Each unit is intended to be utilized for residential purposes as a single family residence. These units are not part of any rental or lease program, however, each unit owner shall be free to alienate, transfer, convey, lease, sublet, or otherwise manage his unit with the same rights as a fee title interest holder under the laws of the State of Oregon, except that no unit may be rented, leased or similarly used by a non-owner for compensation to the owner of any duration less than 30 days. No unit may be used for commercial purposes or in violation of any zoning ordinance, other city ordinance, county ordinance or State law. Time sharing is not allowed within the condominium project, however, nothing shall be construed so as to prevent up to four separate ownership interests in any given condominium unit.

12. Service of Process. Service of process in cases provided in Subsection 1 of ORS 100.550 is pursuant to ORS 100.550(1)(d) to be made upon:

The duly elected and/or appointed Chairman or Secretary of the Association. Until formal election by the Board of Directors the Chairman and Secretary for purposes of this provision shall be the Declarant, A & D Development General partnership, DVM, Inc., Managing Partner, Dennis Moore, President. 1944 Southeast Alder Lane Drive, Toledo, Oregon 97391, and more specifically by and through its registered agent, Dennis Moore at said Alder Lane Drive address.

The above designees are named (or will be when filed) in the condominium information report which pursuant to ORS 100.250(1)(a) is to be filed with the Secretary of State no later than ninety days after recordation of this Declaration.

13. Amendments. The provisions of this Declaration may be amended by seventy-five percent of the record unit owners, which said amendment shall be recorded in the office of the Recording Officer of Lincoln County, Oregon, pursuant to ORS 100.135. (This seventy-five percent requirement is subject to any greater requirements of Oregon law for specific action[s].) All amendments must have approval of the State of Oregon Real Estate Agency, Real Estate Commissioner, prior to recording, if required by law. The amendment shall be effective upon recordation. At any time prior to the transfer of possession

and ownership of the first unit to its owner, the Declarant shall have and hereby reserves the right to amend, alter or withdraw this Declaration in whole or in part. The Declarant's withdrawal of this Declaration in full shall relieve the property of its submission to unit ownership. The Declarant reserves the unrestricted right to sell, assign, mortgage or lease any unit which he continues to own after recording this Declaration and to post signs on the property for same. This provision for amendment is subject to state law, providing that no amendment may change the allocation of undivided interest in the General Common Elements, method of determining liability for common expenses, right to common profits or voting rights of any unit unless such amendment has been approved by the owners of the affected units.

14. Easements. Easements are reserved to the unit owners and the Association of Unit Owners to repair and maintain their individual units and Limited Common Elements and the building housing the units over and across the General Common Elements. There is also reserved an easement for the purposes of utility meter reading as may be reasonably necessary to accomplish same, over and across both the general and limited common elements. The Association shall have the power to grant easements, rights-of-way, licenses and other similar interest affecting the General Common Elements of NORTH SHORE TERRACE CONDOMINIUM, pursuant to the By-laws of the Association of Unit Owners and ORS 100.405.

15. Restrictions on Alienation. The Declarant hereby states that there is no restriction on alienation of a unit by subsequent unit owners.

16. Annexation. The Declarant reserves the right to annex additional real property to the condominium project. Information required by ORS 101.105(2), providing a general description of the plan of development is as follows:

(a) Maximum Number of Units: The maximum number of units would be forty.

(b) Maximum Number of Stages: The maximum number of stages would be seven.

(c) Termination Date: The last date by which the Declarant could annex additional property would be the 31st day of December, 2011.

(d) Added Common Elements: The common elements to be added to the condominium would not substantially increase the proportionate amount of common expenses payable by the existing unit owners. Such additional common

elements would merely consist of additional real property upon which identical or similar units would be constructed.

(e) Minimum Undivided Interest in Common Elements: In the event that all 40 units were created, the minimum undivided interest would be identical for each unit owner and would be 1/40th of the common elements.

(f) Method of Allocation: At each stage of the development the number of completed units approved by that stage's declaration would be added to the existing approved units, and each unit would be allocated an equal undivided interest in the common elements of the entire condominium as it then existed.

(g) So as to further disclose the potential for annexation, Declarant states that the property to be potentially annexed is described as:

Beginning on the Westerly right of way line of the relocated Coast Highway No. 101, at a point which is 267.42 feet North and 1941.19 feet West of the Quarter corner on the East line of Section 32, Township 10 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon, said point being the Southeast corner of a tract conveyed to Lincoln Development Company by Deed recorded in Microfilm Volume 57, page 1239, Lincoln County Records; thence North 14 deg. 15' West along said right of way line 52.26 feet to a point opposite centerline Station P.S.C. 977+27.3; thence North 16 deg. 05' West, along said right of way line 223.78 feet, said point being the true point of beginning of this parcel; thence North 16 deg. 05' 00" West, 20.11 feet; thence South 73 deg. 55' 00" West, 113.52 feet; thence North 59 deg. 12' 57" West, 15.01 feet; thence North 38 deg. 57' 27" West, 15.01 feet; thence North 12 deg. 06' 59" West, 19.09 feet; thence North 8 deg. 55' 56" East, 32.90 feet; thence North 0 deg. 51' 23" West, 32.90 feet; thence North 0 deg. 51' 23" West, 23.68 feet; thence North 19 deg. 48' 00" West, 13.18 feet; thence North 24 deg. 31' 02" West, 21.27 feet; thence North 12 deg. 48' 47" West, 19.31 feet; thence North 2 deg. 46' 01" West, 27.10 feet; thence North 10 deg. 00' 00" West, 21.66 feet; thence South 89 deg. 28' 57" East, 141.95 feet, to a point opposite centerline Station P.S. 973+27.3; thence following the said Westerly right of way line South 16 deg. 36' 48" East, 171.91 feet; thence South 73 deg. 28' 34" West, 40.00 feet to the true point of beginning.

Beginning on the Westerly right of way line of the relocated Coast Highway No. 101, at a point which is 267.42 feet North and 1941.19 feet West of the Quarter corner on the East line of Section 32, Township 10 South, Range 11 West of the Willamette Meridian, in Lincoln County, Oregon, said point being the Southeast corner of a tract conveyed to Lincoln Development Company by Deed recorded in Microfilm Volume 57, page 1239, Lincoln County Records; thence North 14 deg. 15' West along said right of way line 52.26 feet to a point opposite centerline Station P.S.C. 977+27.3; thence North 16 deg. 05' West, along said right of way line 53.89 feet; thence South 73 deg. 55' 00" West, 51.63 feet; thence South 81 deg. 21' 35" West, 39.82 feet; thence North 17 deg. 00' 00" West, 10.87 feet; thence South 72 deg. 58' 30" West, 35.00 feet; thence North 12 deg. 53' 23" West, 120.48 feet; thence South 69 deg. 21' 25" West, 5.53 feet; thence South 31 deg. 30' 00" East, 2.16 feet; thence South 61 deg. 00' West, 15.00 feet; thence South 70 deg. 09' 46" West, 40.72 feet; thence North 15 deg. 51' 56" West, 42.81 feet to the point of beginning; thence South 74 deg. 08' 04" West, 89.65 feet to an iron rod; thence South 15 deg. 51' 45" East, 196.50 feet; thence South 89 deg. 29' 12" East 280.00 feet to the point of beginning.

17. Additional and Miscellaneous Information. The Declarant hereby declares the existence of the following and additional and miscellaneous provisions, applicable to NORTH SHORE TERRACE CONDOMINIUM.

(a) Operation. The property shall be operated as a condominium by an unincorporated association which shall be organized and shall fulfill its functions pursuant to provisions set forth in this Declaration and shall be known as THE ASSOCIATION OF UNIT OWNERS OF NORTH SHORE TERRACE CONDOMINIUM. Tax Status of such an association shall be verified with the Federal and State taxing authorities by the unit owners.

(b) Powers. The Association shall have all powers and duties as set forth in the By-laws except as limited by this Declaration, and all other powers necessary to operate the Association, the property and the condominium, including the authority to execute, acknowledge, deliver and record on behalf of unit owners, easements, rights-of-way, licenses and other similar interest affecting the common elements.

(c) Board of Directors. The routine general business affairs of the Association shall be conducted by a Board of Directors who shall be designed to have the authority granted in the manner provided in the By-laws. The Association is specifically granted the power to levy

assessments against each condominium unit, to file a lien on any condominium for unpaid assessments, and to foreclose any such lien in the manner provided by the Oregon Statutes and by the By-laws of the Association.

(d) Addition to Common Elements - Fences. In the event that a majority of the unit owners agree, the Association, at Association expense, shall construct a 6 foot "good neighbor fence" of cedar, with natural finish, along the north and south boundaries of the limited common element easterly yards as hereinabove described for the purposes of dividing the limited common elements by such fence. The fence, if constructed, shall itself become a general common element.

18. Declarant. Pursuant to ORS 100.200, Declarant hereby reserves and retains control of the Association of Unit Owners until seven years from the date the first unit is conveyed, or the date of conveyance to persons other than Declarant of seventy-five percent of the units which may be created or annexed under ORS 100.125. Pursuant to ORS 100.200(1) in order to achieve the control hereinabove reserved until the expiration of the control as hereinabove provided, Declarant shall be allocated 10 votes for each unit held by the Declarant. Upon expiration of Declarant's rights to retain control, voting rights shall be allocated pursuant to paragraph 11 above without regard to whether or not Declarant shall own a unit or units. Neither this Declaration nor the accompanying By-laws may be amended without the Declarant's consent until 30 units are sold to parties other than the Declarant, or January 1, 2000 whichever first occurs.

19. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision shall not effect the remainder of said provision.

20. Effective Date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal on the 19th day of MARCH, 1992.

A & D DEVELOPMENT
GENERAL PARTNERSHIP

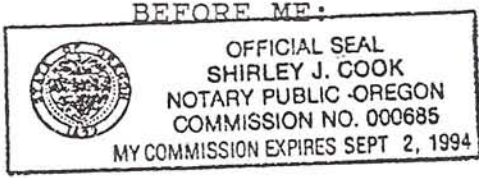
Dennis Moore
Dennis Moore, President
DVM, Inc., Managing Partner

STATE OF OREGON)

12 DECLARATION - North Shore Terrace Condominium

County of Lincoln) ss.
)

Personally appeared Dennis Moore who being duly sworn did say that he is the President of DVM, Inc. an Oregon corporation, Managing Partner of A & D Development General Partnership, Declarant, and that the foregoing Declaration was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged the same to be its voluntary act and deed.



Shirley J. Cook
Notary Public for Oregon
My Commission Expires: 9-2-94

THE FOREGOING DECLARATION FOR NORTH SHORE TERRACE CONDOMINIUM IS APPROVED PURSUANT TO ORS 100.110 THIS 20th DAY OF March, 1992.

Morella Larsen
Real Estate Commissioner
By *Stan F. Mayhew*

STATE OF OREGON)
) ss.
County of Lincoln)

The foregoing Declaration is approved pursuant to ORS 100.110 this _____ day of _____ 1992.

Mary Kuenzli by d.P. 3/31/92
Mary Kuenzli, Tax Collector

Ed Todd By *ET* 3-31-92
Ed Todd
Lincoln County Assessor