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For Filing Reference, Declarant is:

Northwest Crossing Condominium Development LLC

**CONDOMINIUM DECLARATION
FOR
NORTHWEST CROSSING CONDOMINIUM**

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Exhibit A	Real Property Legal Description
Exhibit B	Bylaws of the Northwest Crossing Condominium Association

**CONDOMINIUM DECLARATION
FOR
NORTHWEST CROSSING CONDOMINIUM**

This declaration ("**Declaration**") submits to the provisions, restrictions and limitations of the Oregon Condominium Act, real property hereinafter described (the "**Real Property**") and all improvements now existing or to be constructed on the Real Property, to be known as NORTHWEST CROSSING CONDOMINIUM.

Northwest Crossing Condominium Development LLC, an Oregon limited liability company (the, "**Declarant**"), is the owner in fee simple of the Real Property, and desires to submit the Real Property to the Condominium form of ownership, to be used and owned in the manner provided by the Oregon Condominium Act.

The Declarant hereby declares on behalf of itself, its successors, grantees and assigns, as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Real Property, as follows:

1. Definitions. Except as otherwise provided in this Section 1 or defined elsewhere in this Declaration, the terms contained in this Declaration shall have the meaning set forth in the Oregon Condominium Act, ORS 100.005 et seq., which definitions are incorporated by this reference. As used in this Declaration and in the bylaws (the "**Bylaws**") of Northwest Crossing Condominium Association (the "**Association**"), the following terms shall have the following meanings:

1.1 "**Association**" means the Northwest Crossing Condominium Association which shall be an Oregon nonprofit corporation.

1.2 "**Condominium**" means the Real Property, all buildings, and structures constructed thereon and all improvements made thereto, and all easements, rights and appurtenances belonging thereto, all of which are herewith submitted to the provisions of the Oregon Condominium Act.

1.3 "**Mortgage**" means a recorded mortgage, trust deed or land sale contract that creates a first lien against a Unit. "**Mortgagee**" means any person who is a mortgagee under a mortgage, a beneficiary under a trust deed or the vendor under a land sale contract.

1.4 "**Unit**" means the airspace encompassed by the boundaries more specifically described in Section 3.2 of this Declaration.

2. Real Property Description. The Real Property that is submitted hereunder to the Oregon Condominium Act is located in the County of Deschutes, State of Oregon, and is more particularly described on Exhibit A. Each Unit owner shall hold fee simple title to the Unit and common elements pertaining thereto when such property is conveyed to the owner by the Declarant. Prior to such conveyance, the Declarant shall hold fee simple title to all Units and the appertaining common elements.

3. Name, Unit and Parking Unit Description.

3.1 Name. The Real Property shall be known as Northwest Crossing Condominium.

3.2 Boundaries of Units. The walls, floors and ceilings are the boundaries of each Unit. All lath, furring, wallboard, plaster-board, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of the Unit are a part of the Unit, except only those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the buildings. All portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the buildings are a part of the common elements. Furthermore, the following elements are a part of the unit: all spaces, nonbearing interior partitions, interior doors and all other fixtures and improvements within the boundaries of the Unit, the glazing and screening of windows and access doors, and 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. Any roof overhangs, wing walls, downspouts and other appurtenances to a building are part of the Unit to which such adjoins, notwithstanding that they protrude into the common element area. The Unit does not include any land.

In interpreting deeds, Mortgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries, regardless of settling, rising or lateral movement of the buildings and regardless of variances between boundaries as shown on the Northwest Crossing Condominium plat being recorded simultaneously with this Declaration (the "Plat") and those of the actual buildings.

3.3 Building Description and Unit Designation. The land submitted by this Declaration has two buildings, and each building contains four Units, constituting a total of eight Units in the Condominium designated as "Unit 1" through "Unit 8" on the Plat. Both buildings are two stories high, wood frame construction on concrete foundations. There are no basements in either building. The vertical and horizontal boundaries, number designation, location and dimension of each Unit are shown on the Plat. The number designation and square footage area of the Units are also shown below. Each Unit is allocated an undivided 12.5% interest in the common elements of the Condominium, determined by dividing one hundred percent by the total number of Units in the Condominium.

The numerical designation, square footage area of the Unit and percentage interest in common elements of each Unit are as follows:

Unit No.	Square Footage Area of the First Floor of the Unit	Square Footage Area of the Second Floor of the Unit	Total Square Footage Area of the Unit	Percentage Interest in Common Elements
1	671	230	901	12.5%
2	495	479	974	12.5%
3	495	479	974	12.5%
4	671	230	901	12.5%
5	671	230	901	12.5%
6	495	479	974	12.5%
7	495	479	974	12.5%
8	671	230	901	12.5%

NOTICE: THE SQUARE FOOTAGE AREAS STATED IN THIS DECLARATION AND THE PLAT ARE BASED ON THE BOUNDARIES OF THE UNITS AS DESCRIBED IN THIS DECLARATION AND MAY VARY FROM THE AREA OF UNITS CALCULATED FOR OTHER PURPOSES.

4. General Common Elements.

4.1 Definition. The general common elements consist of all portions of the Condominium that are not part of a Unit or a limited common element, including, without limitation, the following:

- (a) Land;
- (b) Buildings in which the Units are located, including all portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the building;
- (c) Carports over the limited common elements;
- (d) Roadways, walkways and curbing;
- (e) Central utility services, such as electrical, gas, water, sanitary sewer and storm sewer systems outside of the boundaries of the Units;
- (f) Landscape and irrigation systems; and
- (g) Mailboxes, bike racks and Association signage.

4.2 Maintenance, Repair and Replacement of General Common Elements; Liability for Common Expense. Except as otherwise specifically provided in this Declaration, the cost of maintenance, repair and replacement of the general common elements shall be a common expense, and the performance of such work shall be the responsibility of the Association, except that any damage caused by the negligence or intentional act of an owner or an owner's invitee, guest, tenant or servant shall be repaired by the Association at such owner's sole cost and expense. Common expenses shall be assessed and apportioned among the owners based upon each owner's percentage interest in the common elements as provided in Section 10.6 of this Declaration.

4.3 Income from General Common Elements. All income derived from the general common elements shall be income of the Association. In its discretion, the Board of Directors may use such income to help meet the expense of maintaining the common elements or for such other purpose as may benefit the Association and the Unit owners in a substantially equal manner.

5. Limited Common Elements.

5.1 Definition. The limited common elements consist of the following, as depicted on the Plat, the use of which shall be restricted to the Units to which they are assigned:

- (a) The parking space beneath the carports designated as "Parking 1" through "Parking 8" on the Plat, with the number corresponding to the Unit to which such parking space is assigned;
- (b) The storage lockers beneath the carports designated as "Storage 1" through "Storage 8" on the Plat, with the number corresponding to the Unit to which such storage locker is assigned;

(c) The front porch adjoining each Unit designated as "LCE – Porch" on the Plat, with such porch assigned to the adjoining Unit.

5.2 Maintenance, Repair and Replacement of Limited Common Elements. Except as otherwise specifically provided in this Declaration, the cost of maintenance, repair and replacement of the limited common elements shall be a common expense, and the performance of such work shall be the responsibility of the Association, except that any damage caused by the negligence or intentional act of an owner or an owner's invitee, guest, tenant or servant shall be repaired by the Association at such owner's sole cost and expense. Common expenses shall be assessed and apportioned among the owners based upon each owner's percentage interest in the common elements as provided in Section 10.6 of this Declaration.

6. **Parking.** Each Unit is assigned one parking space under the carports as provided in Section 5.1(a). Any parking spaces in the general common areas, outside of the carports, are available on a first come, first serve basis.

7. **Voting.** The owner or co-owners of each Unit shall be entitled to one vote per Unit. "Majority" or "Majority of Unit Owners" shall mean the owners of more than fifty percent (50%) of the voting rights allocated to the Units by the Declaration. The calling and conducting of meetings of the Association and the exercise of voting rights shall be controlled by Articles 2 and 3 of the Bylaws.

8. **Use of Property.**

8.1 General. Each Unit shall be used for residential purposes only. The common elements shall be used for furnishing of services and facilities to Unit owners. Every Unit owner shall have an easement to enjoy and use the general common elements in the manner for which they were intended. Additional restrictions and regulations shall be set forth in the Bylaws and rules or regulations adopted pursuant to the provisions of the Bylaws.

8.2 Maintenance, Repair and Replacement of Unit. Except as otherwise specifically provided in this Declaration, the cost of maintenance, repair and replacement of the Unit and all its elements provided in Section 3.2, shall be the sole expense of the Unit owner, and the performance of such work shall be the responsibility of the Unit owner. If any Unit owner fails to properly maintain, repair or replace elements of that owner's Unit, and such failure would have an adverse effect on the physical condition or aesthetics of adjoining Units or the Condominium as a whole, the Association, after reasonable notice to the Unit owner and an opportunity to cure, may proceed with such reasonable maintenance, repair and replacement and specially assess the entire cost of such maintenance, repair and replacement to the Unit owner.

8.3 Rules and Regulations Promulgated by the Association. The Board of Directors shall have the authority from time to time to promulgate such rules and regulations as the Board may deem to be in the best interest of the Association. No person shall use the common elements, the Units, parking spaces or any part thereof in any manner contrary to or inconsistent with such rules and regulations. Without limiting the generality of the foregoing, the Board of Directors shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common elements to the members of the Association and their respective families, guests, invitees and servants. Such use may be conditioned upon, among other things: (a) the payment by the Unit owner of assessments for common expenses and such other assessments or fees as may be established by the Association for the purpose of defraying the costs associated with the use of such common elements and the administration and operation of the Condominium property; and (b) the observance by the Unit owner and the Unit owner's

guests, tenants, invitees and servants, of the provisions of the Declaration, the Bylaws and the Association's rules and regulations. The Board of Directors shall have the authority to fine such owners who are not in compliance with the rules and regulations. The amount and the procedure to impose such fines shall be established by Board resolution.

8.4 Right of Ingress and Egress. Each Unit owner shall have a perpetual right of ingress and egress to and from the owner's Unit. This right shall pass to all successors in interest to the Unit when the Unit is transferred voluntarily, involuntarily, or by operation of law. Any attempt to transfer voluntarily or involuntarily any common element interest separately from the transfer of the Unit to which such interest pertains shall be void.

9. **Contracts and Leases.** All contracts or leases that are entered into before the turnover meeting (including any management contract) shall be terminable without penalty by the Association or the Board of Directors upon not less than thirty (30) days' written notice to the other party by the Association given not later than sixty (60) days after the turnover meeting. Provided, however, that any such contracting or leasing party may request the Association to affirm the continuation of any such agreement for the balance of its stated term. Affirmation by the Association after transfer of control shall extinguish all termination rights of the Association under this Section 9.

10. **Bylaws; Association; Management.**

10.1 Adoption of Bylaws. On behalf of the Association, the Declarant hereby adopts the Bylaws attached hereto as Exhibit B to govern the administration of the Condominium. The Bylaws shall be effective upon the execution and recording of this Declaration.

10.2 Association; Membership. The name of the Association shall be Northwest Crossing Condominium Association, and the Association shall operate under that name, or a name as close to that name as is permitted by the Oregon Secretary of State. Each owner of a Unit in the Condominium shall be a member of the Association, and membership therein shall be limited to Unit owners only. The Association, which shall be organized upon the recording of the Declaration and the Bylaws, shall serve as a means through which the Unit owners may take action with regard to the administration, management and operation of the Condominium. The Association shall be an Oregon nonprofit corporation.

10.3 Management; Board of Directors. The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws. The Board of Directors shall elect officers consisting of a chairperson, secretary and treasurer and such other officers as the Board of Directors deems prudent or convenient. Pursuant to the provisions of the Bylaws and the Oregon Condominium Act, the Board of Directors may adopt administrative rules and regulations governing details of the operation, maintenance and use of the Condominium property. The Board of Directors may contract with a professional manager or management firm to manage some or all of the affairs of the Association.

10.4 Interim Board and Officers. The Declarant has reserved control over the administration of the Association by reserving the right in the Bylaws to appoint an interim Board of Directors to manage the Condominium until the turnover meeting. The turnover meeting shall be held within ninety (90) days after the earlier of the following dates: (a) the date on which three (3) years has elapsed since the date of the first conveyance of a Unit to a person other than the Declarant or (b) the date on which four (4) of the eight (8) Units in the Condominium have been conveyed to persons other than the Declarant. The one (1) to three (3) member(s) of the interim board shall also serve as the interim officers.

10.5 Powers and Duties of the Association. The Association and the Board of Directors shall have the powers and duties granted to them by this Declaration, any applicable Supplemental Condominium Declaration, the Articles of Incorporation, the Bylaws, and ORS 100.405(4) and all other provisions of the Oregon Condominium Act.

10.6 Covenant to Pay Assessments; Liability for Common Expense. Each owner hereby covenants to pay to the Association annual assessments for common expenses as more fully provided in the Bylaws. No owner may avoid liability for assessments by abandonment of his Unit or non-use of the common elements. Except as otherwise provided in this Declaration or the Bylaws, each Unit and the owner thereof shall be liable for the common expense and funding of the replacement reserves, both of which shall be apportioned among the Units based upon each Unit's percentage interest in the common elements allocated to such Unit. No offset against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties. Assessments shall be levied against all Units not later than the first day of the month next following the date when the first Unit is conveyed to a person other than the Declarant.

10.7 Delegation. Nothing in this Declaration shall be construed to prohibit the Association or the Board of Directors from delegating to persons, firms or corporations of its choice the performance of such duties as may be imposed upon the Association or the Board of Directors by this Declaration, the Articles of Incorporation, the Bylaws, Association rules or regulations, or applicable law.

11. Service of Process. The designated agent to receive service of process in cases set forth in ORS 100.550(1) shall be named in the Condominium Information Report, which shall be filed with the Oregon Real Estate Agency in accordance with ORS 100.250(1).

12. Mortgagees. In the event of a conflict between this Section 12 and other provisions of this Declaration, the provisions of this Section 12 shall prevail. The terms "Mortgage" and "Mortgagee" are defined in Section 1 of this Declaration.

12.1 Notice of Action. Upon the written request of a Mortgage holder, insurer, or guarantor to the Association, identifying the name and address of such person and the number or address of the Unit on which a Mortgage has been placed, such Mortgagee, insurer or guarantor shall be entitled to timely notice of the following:

(a) Any condemnation loss or casualty loss that affects either a material portion of the Condominium or any Unit securing its Mortgage;

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by an owner of any Unit on which it holds a Mortgage;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action that would require the consent of a specified percentage of eligible Mortgage holders.

12.2 Mortgagee Exempt From Certain Restrictions. Any Mortgagee that comes into possession of the Unit pursuant to the remedies provided in the Mortgage, by foreclosure of the Mortgage, or by deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit, including, but not limited to, restrictions on the age of Unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the Unit.

Provided, however, that Mortgagees shall not be exempt from the restriction that Units cannot be rented for periods of fewer than thirty (30) days.

12.3 Subordination of Association Lien to Mortgage; Discharge of Lien upon Foreclosure. The lien of the Association shall be subordinate to any first Mortgage. Any first Mortgagee that comes into possession of the Unit pursuant to the remedies provided in the Mortgage, by foreclosure of the Mortgage, or by deed (or assignment) in lieu of foreclosure, and any purchaser at the foreclosure sale of a first Mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue before such Mortgagee comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit).

12.4 Professional Management. The Association may employ a professional manager to manage the affairs of the Association. If a professional manager is employed by the Association (whether by action of the Declarant or the Board of Directors), the Association may not terminate professional management and assume self-management of the Condominium without the prior approval of Unit owners holding sixty seven percent (67%) or more of the voting rights allocated under this Declaration. Any agreement for professional management shall provide that the management contract may be terminated for cause on thirty (30) days' written notice.

12.5 Consent of Mortgagees to Change Percentage Interest in Common Elements. The Unit owners may not reallocate the percentage interest in the common elements attributable to any Unit without the prior written approval of holders of first Mortgages that represent at least fifty-one percent (51%) of the votes of mortgaged Units with respect to which the percentage interest is proposed to be altered. Nothing in this Section 12.5 shall be construed to give the owners, the Association, or the Board of Directors, any specific authority to alter such percentage interest and, if any attempt is made to do so, full compliance shall be made with the Declaration, the Association's Articles of Incorporation, Bylaws and the Oregon Condominium Act.

12.6 Consent of Mortgagees Required to Terminate Project. Except with respect to termination of the Condominium as a result of destruction, damage or condemnation, any termination of the Condominium shall require the written approval of holders of first Mortgages that represent at least sixty-seven percent (67%) of the votes of mortgaged Units in the Condominium. Provided, however, such consent will be deemed given if a Mortgagee does not object in writing within sixty (60) days after notice of the proposed termination. Additionally, any such terminations shall be carried out by the owners pursuant to provisions of the Declaration, the Association's Articles of Incorporation, the Bylaws and the Oregon Condominium Act and shall be carried out only after vote of the owners, as provided in such provisions.

12.7 Limited Right of Amendment. Except upon the written approval of holders of first Mortgages that represent at least fifty-one percent (51%) of the votes of Mortgaged Units in the Condominium and upon the approval of Unit owners holding sixty seven percent (67%) or more of the voting rights allocated under this Declaration, no amendment that adds to or amends any material provision that establishes, provides for, governs or regulates any of the following may be made to the Declaration or the Bylaws:

- (a) voting rights;
- (b) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;

- common elements;
- (c) reductions in reserves for maintenance, repair, and replacement of
- (d) responsibility for maintenance and repairs;
- rights to their use;
- (e) reallocation of interests in the general or limited common elements, or
- (f) redefinition of any Unit boundaries;
- (g) convertibility of Units into common elements or vice versa;
- (h) except as provided in this Declaration, expansion or contraction of the
Condominium project, or the addition, annexation, or withdrawal of property to or from the
Condominium project;
- (i) hazard or fidelity insurance requirements;
- (j) imposition of any restrictions on the leasing of Units;
- (k) imposition of any restrictions on a Unit owner's right to sell or transfer
his or her Unit;
- (l) restoration or repair of the Condominium (after damage or partial
condemnation) in a manner other than that specified in the documents; or
- (m) any provisions that expressly benefit Mortgage holders, insurers, or
guarantors.

The provisions of this section are intended to limit only the right of the Unit owners, the Board of Directors and the Association to amend the Declaration and the Bylaws, and are not intended to give any such parties any specific rights to effect any amendments. Any amendments to the Declaration or the Bylaws shall be made only upon full compliance with the provisions of the Declaration, the Bylaws and the Oregon Condominium Act relating to the procedure and percentage of votes required for such amendment. An addition or amendment to the Declaration or the Bylaws shall not be considered to be material so as to require the consent or approval of Mortgagees, if its purpose is to correct technical errors or to clarify unclear language.

12.8 Request for Approval of Mortgagees. Any Mortgagee that receives a written request to approve additions or amendments to the Declaration or the Bylaws, or any other action to be taken by the Board of Directors, the Association or Unit owners shall be considered to have given such approval unless such Mortgagee delivers or posts a negative response within sixty (60) days after receipt of such request.

12.9 Proxy Held by Mortgagee in Certain Cases. If a Mortgagee reasonably believes that the Association has failed to maintain the common elements so as to prevent excessive wear and tear, such Mortgagee may attend a meeting of the Association and may cast the vote of the Mortgagor of the Unit on which such Mortgagee holds a Mortgage if the proposal under consideration concerns painting or otherwise maintaining the common elements, including imposing special assessments necessary to pay for such maintenance. Provided, however, such right shall arise only in the event the Mortgagee

reasonably believes the Association has failed to maintain the common elements in sufficient manner to prevent excessive wear and tear.

12.10 Right to Examine Documents. The Association shall make available to Unit owners, lenders and Mortgagees current copies of the Declaration, the Bylaws, the Articles of Incorporation, other rules concerning the Condominium, and the books, records and financial statements of the Association. The Association shall have the right to impose a reasonable charge for any copies requested by owners, lenders or Mortgagees.

12.11 Right to Receive Annual Reports. Upon written notice, any Mortgagee shall be entitled to an audited financial statement for the immediately preceding fiscal year, free of charge to the parties so requesting. Such financial statements shall be furnished within a reasonable time following such request. Audited financial statements shall be available within 120 days of the fiscal year-end.

12.12 Right to Receive Written Notice of Meetings. Upon a Mortgagee's written request, the Association shall give all Mortgagees written notice of all meetings of the Association, and such Mortgagees shall be permitted to designate a representative to attend all such meetings.

12.13 List of Mortgagees. The Association shall maintain at all times a list of Mortgagees who have given the Association notice on any matter described in Section 12 of this Declaration, which list shall include their names, addresses, the Units and mortgagors affected, and the matters with respect to which such Mortgagees have requested notice, provided that such information has been furnished to the Association by the owners or their Mortgagees.

13. **Amendments to Declaration.** Except where a larger percentage of approval is required by law, this Declaration may be amended from time to time by approval of Unit owners holding seventy-five percent (75%) or more of the voting rights as otherwise set forth in this Declaration. Provided, however, that this Declaration shall not be amended to reduce or eliminate the rights of any Mortgagee without all such Mortgagees' prior written consent.

13.1 Declarant's Approval Required. The Declarant's prior written consent shall be required for any amendment to the Declaration until the expiration of the period of developer control, which period shall expire on the earlier of three years from the date the first unit is conveyed or the date of conveyance to persons other than the Declarant of seventy five percent (75%) of the Units. Provided, however, that even thereafter, no amendment may limit or reduce any of the Declarant's special rights, whether reserved herein or otherwise provided by law. No amendment may change the size, location, percentage of interest in the common elements, method of determining liability for common expenses, right to common profits or voting power of any Unit(s) unless such amendment has been approved by the owners and the Mortgagees of the affected Unit(s).

13.2 Recordation/County Assessor and Commissioner Approval Required. An amendment to the Declaration shall be effective upon recordation in the deed records of Deschutes County, Oregon, certified to by the chairperson and secretary of the Association and approved by the County Assessor and the Real Estate Commissioner. Approval by the Commissioner shall not be required for an amendment to a declaration transferring the right of use of a limited common element pursuant to ORS 100.515(5).

14. **Subdivision.** No Unit may be subdivided into divisions of any nature.

15. Authority to Grant Easements, Rights-of-Way, Licenses and Other Similar Interests/Encroachments.

15.1 General. The Association shall have the authority to grant leases, easements, rights-of-way, licenses and other similar interests affecting the general common elements and to consent to vacation of roadways within or adjacent to the Condominium. Any such grant shall be approved by the Unit owners or board of directors of the Association as provided in ORS 100.405(6).

15.2 Utility Easements; Dedications. Anything in this Declaration to the contrary notwithstanding, the Declarant shall have the right to execute, deliver and record on behalf of the Association and the Unit owners such documents as may be required to grant easements, rights-of-way and licenses over the common elements for the installation, maintenance and repair of public utilities serving the Condominium or adjacent property. The Declarant shall also have the right to execute, deliver and record on behalf of the Association and the Unit owners such deeds and other documents as may be required to convey, dedicate, or grant such easements, rights-of-way or licenses over common elements, as may be required by any government or governmental agency in order to complete development of the Condominium.

15.3 Encroachments. There shall be an easement for any encroachment of the common elements on any Unit or an encroachment of any Unit on the common elements or another Unit arising from the original construction, reconstruction, authorized repair, shifting, settling or other movement of any portion of the condominium improvements. Such easements shall exist indefinitely and may be terminated only by the voluntary act of the party who benefits from the easement(s).

16. Declarant's Special Rights. The Declarant shall have the following special rights:

16.1 Sales Office and Model. The Declarant shall have the right to maintain sales and/or rental offices and/or sales or rental models in one or more of the Units that the Declarant owns. The Declarant, its agents and prospective purchasers shall have the right to park automobiles in the parking area and to use and occupy the sales and/or rental office and models during reasonable hours any day of the week.

16.2 "For Sale" and "For Rent" Signs. The Declarant may maintain a reasonable number of "For Sale" and/or "For Rent" signs at reasonable locations on the Condominium property.

16.3 No Capital Assessments without Consent. Neither the Association nor the Board of Directors shall make any assessments for additional capital improvements without the prior written consent of the Declarant, as long as the Declarant owns two (2) or more Units. Nothing contained in this Section 16.3 shall be construed to limit the Declarant's obligation to pay assessments for common expenses on Units owned by the Declarant pursuant to requirements of the Oregon Condominium Act.

16.4 Common Element Maintenance by the Association. The Association shall maintain all common elements in a clean and attractive condition. If the Association fails to do so, the Declarant may perform such maintenance at the expense of the Association.

16.5 Declarant's Easements. The Declarant and its agents and employees shall have an easement on and over the common elements for the completion of any portion of the Condominium, including the furnishing and decoration of any Unit, sales office or model, and the right to store materials on the common elements at reasonable places and for reasonable lengths of time.

16.6 Declarant's Other Special Rights. The rights reserved to the Declarant in this Section 16 shall in no way limit any other special rights that the Declarant, as a declarant, may have, whether pursuant to the Oregon Condominium Act or otherwise. Upon the expiration of any or all such special rights, the Declarant shall have the same rights as any other owner in the Condominium with respect to such ownership.

16.7 Assignment of Declarant's Rights. The Declarant shall have the right to assign any and all of its rights, including, without limitation, Declarant's special rights, as set forth in this Section 16.

16.8 Expiration of Declarant's Special Rights. Unless otherwise provided, the Declarant's special rights, as reserved in this Section 16, shall expire upon the conveyance by the Declarant of the last Unit owned by the Declarant or three (3) years after the first conveyance of a Unit in the Condominium to a person other than a successor declarant, whichever is earlier.

17. General Provisions.

17.1 Interpretation. The rights and obligations of all members of the Association and any person dealing with the Association or any of its members with respect to matters pertaining to the Declaration, the Articles of Incorporation, or the Bylaws shall be interpreted in accordance with and governed by the laws of the State of Oregon.

17.2 Severability. Each provision of the Declaration, the Articles of Incorporation, and the Bylaws shall be independent and severable. The invalidity or partial invalidity of any section thereof shall not affect any of the remaining portions of that or any other provision of this Declaration or the Bylaws.

17.3 Waiver of Rights. The failure of the Association, the Board of Directors, an officer or a Unit owner to enforce any right, provision, covenant or condition provided in the Declaration, any Supplemental Declaration, the Articles of Incorporation, or the Bylaws shall not constitute a waiver of the right of any such party to enforce such right, provision, covenant or condition in the future.

17.4 Legal Proceedings. Failure to comply with any of the terms of the Declaration, any Supplemental Condominium Declaration, the Articles of Incorporation, the Bylaws and any rules or regulations adopted thereunder shall be grounds for relief, which may include, without limitation, fining the noncomplying owner, bringing an action to recover money due, damages or a suit for injunctive relief, or an action to foreclose a lien, or any combination thereof. Relief may be sought by the Association, Board of Directors, an officer, a professional manager or management firm, or, if appropriate, by an aggrieved Unit owner.

17.5 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure by a Unit owner to comply with the terms and provisions of this Declaration (as amended or supplemented), the Bylaws (as amended), Articles of Incorporation, rules and regulations adopted under the Bylaws or the Oregon Condominium Act, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorneys' fees as may be determined by the trial court in any trial or by the appellate court in any appeal thereof. In addition, the Association shall be entitled to recover costs and attorneys fees incurred by it to collect delinquent assessments, or fines or to enforce the terms of the Declaration, supplemental Declaration, Articles of Incorporation, Bylaws, or any rules or regulations promulgated thereunder, whether or not any collection or foreclosure action or suit is filed.

17.6 Compliances. Each Unit owner shall comply with the provisions of the Declaration, any Supplemental Condominium Declaration and the Bylaws and with the administrative rules and regulations adopted thereunder, and with all other applicable covenants, conditions and restrictions of record. Failure to comply therewith shall be grounds for suit or action, maintainable by the Association or any Unit owner, in addition to other sanctions that may be provided by the Bylaws or by any existing administrative rules and regulations.

17.7 Conflicting Provisions. In the event of a conflict between or among the provisions of the Declaration, Articles of Incorporation, the Bylaws and any administrative rules and regulations, the provisions of the Declaration shall be paramount to those of the Articles of Incorporation, Bylaws and the rules and regulations, and those of the Articles of Incorporation shall be paramount to those of the Bylaws, and the Bylaws shall be paramount to the rules and regulations. For purposes of this Section 17.7, the term "Declaration" shall include all amendments and supplements to this Declaration, and the term "Bylaws" shall include all amendments to the Bylaws.

17.8 Section and Paragraph Captions. Section and paragraph captions shall not be deemed to be a part of this Declaration unless the context otherwise requires. In construing this Declaration, if the context so requires, the singular shall be taken to mean and to include the plural, the masculine shall be taken to mean and to include the feminine and the neuter and, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to individuals, trusts, estates, personal representative, trustees and corporations.

SIGNATURES AND APPROVALS APPEAR ON THE FOLLOWING PAGES

The undersigned Declarant of the subject property has caused this Declaration to be executed as of this 7th day of August, 2012.

Northwest Crossing Condominium Development LLC

By: 

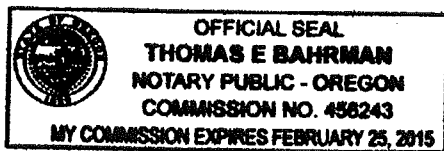
Michael Tennant, President

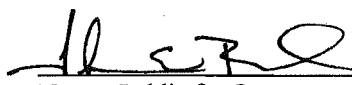
STATE OF OREGON)

) ss.

County of Deschutes)

This instrument was acknowledge before me on this 7th day of August, 2012, by Michael Tennant as President of Northwest Crossing Condominium Development LLC.




Notary Public for Oregon

My Commission Expires: 2/25/2015

SIGNATURES AND APPROVALS CONTINUE ON THE FOLLOWING PAGE

The foregoing Declaration is approved pursuant to ORS 100.110 this 6th day of September 2012 and in accordance with ORS 100.110(8), this approval shall automatically expire if this Declaration is not recorded within one (1) year from this date.

Real Estate Commissioner

By: Laurie [Signature]

The foregoing Declaration is approved by the Assessor and Tax Collector for Deschutes County, Oregon as of this 10th day of SEPTEMBER 2012.

Deschutes County Assessor and Tax Collector

By: [Signature]
ASSESSOR

Tom Bunk, Deputy Tax Collector

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

LOT TWO HUNDRED SIXTY NINE (269), NORTHWEST CROSSING, PHASE 6, City of Bend,
Deschutes County, Oregon.

Tax Map/Lot No. 17 11 36AA 07800