

**INNISFREE PATIO HOME  
CONDOMINIUM  
DISCLOSURE STATEMENT**

Little Whale Cove, Depoe Bay, Oregon



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# INNISFREE PATIO HOME CONDOMINIUM DISCLOSURE STATEMENT

## 1. INTRODUCTION

### 1.1 The Condominium Form of Ownership.

1.1.1 A Condominium is a special form of property ownership which is created and governed in Oregon by statute (ORS 100.005 to 100.910 and 100.990), known as the Oregon Condominium Act (the "Act").

1.1.2 A typical Condominium is a combination of two kinds of ownership. The Owner of a Condominium Unit holds title to his or her individual Unit together with an undivided interest in common with all Unit Owners in the Common Elements, that is, the land, either in fee simple or a leasehold interest, and those parts of the Building or Buildings intended for common use such as the foundations, columns, roofs and the like and may also include other facilities intended to be used by all Unit Owners. In some cases, the condominium may have a guesthouse attached or it may include more than one building such as a primary house and a guesthouse.

1.1.3 Each Unit Owner will be entitled to the exclusive ownership and possession of his or her Unit. It may be individually conveyed, encumbered, or it may be disposed of by will or gift. The undivided interest in the Common Elements is inseparable from the ownership of the individual Unit.

1.1.4 A Condominium is created by recording a Declaration of Unit Ownership in the office of the recording officer of the county in which the property is located. Floor plans of the Buildings showing the vertical and horizontal boundaries of each Unit in a Building including Unit designation, location and dimensions of each Unit and the Common Elements to which each has access, a plat of the property, and a copy of the Bylaws must be recorded simultaneously with the Declaration.

1.1.5 The Act, the Declaration and the Bylaws control the rights and obligations of the Unit Owners with respect to the Common Elements, to each other and to their respective Units. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

### 1.2 Operation of the Condominium

1.2.1 The Act requires that an Association of Unit Owners be organized to serve as a means through which the Unit Owners may take action with regard to the administration, management and operation of the Condominium. Each Unit Owner is automatically a member of the Association.

1.2.2 The Board of Directors (the "Board") is the governing body of the Association. Unless you serve as a member of the Board, hold an office or are on a

committee appointed by the Board, your control of the administration and operation of the Condominium will in most cases be limited to your right to vote as a member of the Association. There are actions that can be taken by the Board and the Officers without a vote of the members which can have a significant impact upon the quality of life for all Unit Owners.

1.2.3 Until there is a sufficient number of purchasers of Units to elect a majority of the Board, it is likely that the Declarant will effectively control the affairs of the Association. It is frequently necessary that the Declarant do so during the early stages of development and the Declarant may reserve certain special rights to do so in the Declaration and Bylaws. Prospective purchasers should understand that it is vitally important to all Unit Owners that the transition from Declarant to Owner control be accomplished in an orderly manner and in a spirit of cooperation.

1.2.4 In order to provide funds for the operation and maintenance of the Condominium, the Association will levy assessments against your Unit. If you are delinquent in the payment of assessments, the Association may enforce payment through a court proceeding or your Unit may be liened and sold through a foreclosure proceeding.

1.2.5 The anticipated expenses of the Association, including the amount you may expect to pay through assessment, are set forth in the estimated budget included in this Disclosure Statement.

### **1.3 Special Note**

1.3.1 When contemplating the purchase of a Unit in a Condominium, you should consider factors beyond the attractiveness of the Units themselves. Study the Declaration and Bylaws. These documents usually contain important provisions relating to restrictions and requirements respecting use and occupancy of Units and Common Elements and rules of conduct. Such restrictions may relate to such matters as residential use, age, pets and parking. Give careful consideration to whether you wish to live in an atmosphere of community living where the interest of the group must be taken into account, as well as the interests of the individual.

## **2. GENERAL DESCRIPTION AND CREATION OF CONDOMINIUM.**

### **2.1 Description of Declarant**

2.1.1 Halvorson-Mason Corporation, an Oregon corporation (the "Declarant"), has created a subdivision known as Little Whale Cove, phases one through seven, in the City of Depoe Bay, Lincoln County, Oregon. Declarant subjected Little Whale Cove to the Declaration of Conditions, Restrictions, Covenants, Easements, Reservations, and Regulations of Little Whale Cove (the "LWC Declaration") recorded in the official records of Lincoln County, Oregon at Book 70, Page 74. Declarant will create a condominium development known as Innisfree Patio Home Condominium in that portion of the Property described on the attached Exhibit A to this Declaration, and as

part of the larger Little Whale Cove development. The Condominium will be part of the development legally described as Revised Tracts B and C, of Replat of Lot 10 and Tracts (B & C) of LITTLE WHALE COVE NO. 1, in the City of Depoe Bay, Lincoln County, State of Oregon. Declarant's team is an operations and service driven group with a continuous commitment to place the residents first. This results in the community exhibiting a unique character that is geared toward the collective satisfaction of the residents it serves.

2.1.2 The Declarant's offices are located at 5 Mt. Jefferson Terrace, Lake Oswego Or 97035. The Declarant's mailing address is PO Box 1547, Lake Oswego OR 97035. The Declarant's telephone number is (503) 636-0440 and its Fax number is (503) 697-3271. Declarant's Depoe Bay phone numbers are (541) 765-3000 or (888) 278-7602. The Innisfree Patio Homes Condominium will consist of 48 detached single family homes.

## **2.2 Creation of the Condominium**

The first stage of the Condominium will be created (submitted to the condominium form of ownership) by the recording of the following instruments in the Records of Lincoln County, Oregon: (1) Condominium Declaration of Innisfree Patio Home Condominium; (2) Bylaws of Innisfree Patio Home Condominium; and (3) a Plat of Innisfree Patio Home Condominium. Supplemental Declarations and Plats will be recorded to add Units to the Condominium in the manner described below.

## **2.3 Description of Condominium**

The Condominium will consist of a maximum of two stages and forty eight Units. This will be a flexible Condominium in that the land for the first stage of the Condominium will initially only have six Units upon it, but will include three variable tracts of property that may be reclassified by means of supplemental declarations to the category of Units as construction of each of the Units is completed. The first stage will have a total of 31 Units if all of the land in the first stage is reclassified to Units as intended. The second stage of the Condominium also will be annexed to the Condominium by means of a supplemental declaration on or before December 31, 2009, unless extended by Declaration amendment but in no event later than December 31, 2011. It is expected that there will be only one Unit in the second stage of the Condominium at the time of the recording of the supplemental declaration annexing the second stage land. There will also be variable tracts of land in the second stage similar to the first stage such that a total of up to 17 Units will be in the second stage if all the variable tracts are reclassified to Units as intended. Each Unit will be a house of either one or two stories. In some cases a Unit may consist of two attached buildings, which could be separately occupied. Innisfree Patio Home Condominium (the "Condominium") Units are of stick construction with cedar siding. The roof is a composition shingle. The foundation is concrete. The Units will contain from 1000 to 2950 square feet of floor area. The square footage shown on the plat is the first floor only. All Innisfree Patio Home Condominium homes will have kitchen, dining and living areas. The Declarant

reserves the right to change its standard plans for Units from time to time subject to the foregoing general limitations.

#### **2.4 Nature of Interest in Condominium**

A fee simple interest in a portion of the Property will be submitted to the Condominium form of ownership. The "Property" means that portion specified in the Declaration of the land described as Revised Tracts B and C, of Replat of Lot 10 and Tracts (B & C) of LITTLE WHALE COVE NO. 1, in the City of Depoe Bay, Lincoln County, State of Oregon, but excepting therefrom that portion to be conveyed to the LWC Association as an addition to its common area pursuant to Section 5 of the Declaration, the approximate location of which is as shown on the sketch attached as Exhibit A. A purchaser of a Unit in the Condominium will receive a deed which conveys the particular Unit, together with an undivided interest (with the other Unit Owners) in the Common Elements as set forth in the Declaration.

#### **2.5 Allocation of Interest in Common Elements**

Unit Owners will be entitled to an equal undivided interest in the Common Elements such that if the maximum number of Units are created then each Owner will have a 1/48th undivided interest in the Common Elements. Each Unit's interest in the common elements shall be inseparable from the Unit and any conveyance, encumbrance, judicial sale, or other transfer, voluntary or involuntary of an undivided interest in the Common Elements, shall be void unless the Unit to which that interest is allocated is also transferred. Declarant reserves the right to construct Units of different floor plans of either larger or smaller floor areas than the Unit created by this Declaration, but all Units shall be consistent with the quality of construction of the initial Unit.

#### **2.6 Boundaries of Units**

Each Unit shall be bounded by the exterior surfaces of the home constituting the Unit as shown on the Plat. Unlike a typical condominium, the Unit Owners will be responsible for all repairs, replacements, modifications, or maintenance of their Units except for staining of the exterior, which will be assessed against the Owner of the appurtenant Unit as described in Section 14.4 of this Disclosure.

#### **2.7 General Common Elements**

The General Common Elements (the "Common Elements") consist of all improvements and land other than the Units and Limited Common Elements of the Condominium generally consisting of the streets and landscaped open space areas. Each Unit Owner shall be entitled to an equal undivided interest in the Common Elements.

#### **2.8 Limited Common Elements**

Limited Common Elements are those Common Elements reserved for the use of a certain Unit to the exclusion of other Units. The yard surrounding each Unit shall

constitute non-transferable Limited Common Elements, the use of which shall be restricted to the contiguous Unit as shown on the Plat. Each Limited Common Element designated on the Plat will be for the exclusive use of the Owner of the contiguous Unit. Natural vegetation and plants are encouraged and lawns are prohibited on both general and limited common areas. The landscaping maintenance of the Limited Common Element in the front yard of each Unit shall be done by the Association as well as the staining of the exterior siding of the Units in order to maintain a consistent exterior appearance of the Unit and its front yard. The Association may use water from each Unit to irrigate the landscaped areas until the plant materials are established. The Association shall monitor the need for staining the exterior siding of the Units in order to maintain a consistent exterior appearance of the Unit and its front yard.

## **2.9 Flexible Condominium Provisions**

The Declarant reserves the right to reclassify the variable tracts in the first stage as shown on the Plat into a maximum of 25 Units with associated Limited and General Common Elements for a total of 31 Units in the First Stage of the Condominium. The variable tracts are nonwithdrawable, and such right of conversion and division shall expire seven years from the date of the conveyance of the first Unit in the condominium to a person other than the Declarant. There are no limitations upon the right of the Declarant to convert the variable tract. Declarant shall record a supplemental declaration and supplemental plat as the means of such conversion containing the information required by the Act. The plat shows the location and dimensions of the variable tracts which are labeled "NONWITHDRAWABLE VARIABLE PROPERTY." If by the termination date, all or a portion of the variable tracts designated as "nonwithdrawable variable property" have not been reclassified, such property shall automatically be reclassified as of such date as a general common element of the Condominium and any interest in such variable tracts held for security purposes shall be automatically extinguished by such classification. Notwithstanding the termination date, the association may, with respect to any variable tract automatically reclassified, exercise any rights previously held by the Declarant. The exercise of any right shall first be approved by at least a majority of all voting rights. All other actions relating to such variable tracts reclassified as general common elements shall be regulated and governed in like manner as other general common elements of the condominium. If a supplemental declaration and plat is required for any action, the plat shall be executed by the chairperson and secretary of the association and shall comply with the requirements of this chapter as to a supplemental declaration and the recording of plats.

## **3. CONSTRUCTION STATUS AND DEVELOPMENT TEAM**

### **3.1 Declarant's Consultants**

Assisting the Declarant in the development of the Innisfree Patio Home Condominium are the following team members:

Surveyor  
Legal Counsel

LRS Associates  
Schwabe, Williamson & Wyatt



### 3.2 Construction Status

Declarant intends to construct the Units as they are marketed on a presale basis. The Declarant will install at its expense the private streets, garbage areas and tennis courts serving the Units as well as the landscaping on the General Common Elements and the front yards of the Units on a phased basis as Units are constructed. By the Turnover Meeting, all such improvements shall be installed other than the landscaping around any future Units.

#### 4. TERMS OF FINANCING

Declarant intends to sell Condominium Units on a cash basis.

#### 5. WARRANTIES

The purchasers of a newly constructed Condominium Unit will receive: (a) one-year seller's warranties against defects in the plumbing, electrical, mechanical, structural and all other components of the Units and Common Elements as provided in ORS 100.185; and (b) an assignment of any assignable supplier's warranties. There will be no implied warranties.

#### 6. PROJECTED ANNUAL CONDOMINIUM ASSOCIATION BUDGET

##### 6.1 Projected Initial Monthly Common Expense Budget.

Declarant is projecting an initial monthly common expense budget of the Association of Unit Owners as follows:

WORKING CAPITAL INCOME and EXPENSES	
INCOME (working capital)	ANNUAL
\$320 Per Unit Each Year	\$ 15,360.00
Declarant's Pre-Turnover Subsidy	<u>\$ 3,000.00</u>
TOTAL INCOME	<u>\$ 18,360.00</u>
EXPENSES	
Common Area Maintenance	\$ 13,000.00
Insurance	\$ 600.00
Management	\$ 1,200.00
Miscellaneous	\$ 560.00
TOTAL OPERATING EXPENSES	\$ 15,360.00

**TOTAL OPERATING EXPENSES & RESERVES**

**\$ 15,360.00**

## **6.2 Projected Monthly Working Capital Assessment**

Based upon this projected annual budget and based on the percent of Common Elements in Exhibit A of the Innisfree Patio Home Condominium Declaration, the projected monthly working capital assessment for each Unit is as described on Exhibit "A". In addition, each Unit will be assessed its applicable monthly fee from the Little What Cove Homeowner's Association (as described below in Section 10 of this Disclosure).

## **NOTICE TO PROSPECTIVE PURCHASERS**

**THE PROJECTION OF THE BUDGET OF THE ASSOCIATION OF UNIT OWNERS FOR THE OPERATION AND MAINTENANCE AND OTHER COMMON EXPENSES OF THE CONDOMINIUM IS ONLY AN ESTIMATE, PREPARED WITH DUE CARE.**

## **7. POSSIBLE CONDOMINIUM RESERVE ACCOUNT**

No reserve assessment or account will be set up initially, because there will be no capital improvements to the General Common Elements that would need to be replaced in the future. If any future capital improvements are made to the General Common Elements by the Association, a Reserve Account will be established in the name of the Association of Unit Owners for replacement of such improvements that normally require replacement in more than three and less than 30 years. This reserve account would be in addition to the working capital account to be set up to handle ongoing monthly expense items described in Section 6 above. The amount of the reserve account assessment would be subject to adjustment by the Association each year based upon any relevant changes in the factors considered in establishing the initial reserve assessment amount.

## **8. CONDOMINIUM OPERATION AND MANAGEMENT**

### **8.1 Formation of the Condominium Association of Unit Owners**

8.1.1 The Act requires the formation of an Association and the adoption of Bylaws to govern the operation and management of the Condominium. The Act further requires the election from among the Unit Owners of a Board and a President, a Secretary and a Treasurer of the Association.

8.1.2 The Condominium will be governed by the Innisfree Patio Home Condominium Association, an Oregon nonprofit corporation. As provided in ORS

100.200(1), the Declarant may retain administrative control of the Association for a period not exceeding the earlier of: (a) seven (7) years from the date of conveyance of the first Unit; (b) the date of conveyance to persons other than Declarant of 75% of the Units in the Condominium which may be created or annexed under ORS 100.125 or 100.150, whichever is applicable; or (c) the date on which Declarant elects to relinquish permanently its control, whichever date first occurs. Refer to Section 14.4 of the Declaration for the provision granting the Declarant this right of control of the Association. Refer to Sections 14 and 15 of the Declaration and Sections 2, 3, 5 and 8 of the Bylaws for specific information regarding the operation and maintenance of the Condominium.

## **8.2 Membership in the Condominium Association**

Each Owner, by virtue of being a Condominium Owner and so long as such Owner continues in that capacity, shall be a member of the Condominium Association. The membership of an Owner shall terminate automatically upon an Owner being divested of its ownership interest in a Unit and Common Elements. Each membership in the Condominium Association shall be appurtenant to the Unit owned by an Owner and shall not be transferred in any manner whatsoever except upon a transfer of title to such Unit and then only to the transferee of such title. Any attempt to make a prohibited transfer of a membership shall be void.

## **8.3 Meeting and Voting of Owners**

8.3.1 A Unit Owner's control of the operation and management of the Condominium project is generally limited to the right to vote at the meeting.

8.3.2 Each Owner of a Unit will be entitled to one vote for each Unit owned. There will be one voting representative of each Unit. In the event of co-owners there will be only one vote per Unit.

## **9. RESIDENT PARKING**

Watercraft, trailers and recreational vehicles may be parked on Limited or General Common Elements only while being prepared for travel, limited to 48 hours prior to leaving and 48 hours after return to Innisfree Patio Home Condominium. Subject to the preceding sentence, parking of boats, watercraft, trailers, recreational vehicles, trucks, campers, motorcycles, similar equipment and anything being in excess of three-quarters of a ton in weight shall not be allowed on general or limited common elements, but may be parked inside of the garage portion of a Unit.

## **10. LWC ASSOCIATION**

### **10.1 Membership**

10.1.1 Each member of the Association shall also be a member of the Little Whale Cove Homeowner's Association (the "LWC Association") as provided in the LWC Declaration. The membership of an Owner in the LWC Association shall terminate

automatically upon termination of membership in the Association. Each membership in the LWC Association is appurtenant to the Unit owned by an Owner and shall not be transferred in any manner whatsoever except upon a transfer of title to such Unit and then only to the transferee of such title. Any attempt to make a prohibited transfer of a membership shall be void.

## **10.2 Basic Services Provided by LWC Association**

10.2.1 The Association may contract with the LWC Association for maintaining all or part of the landscaping on the Common Elements. On or before the completion of the last Unit, Declarant will convey to the LWC Association the private streets, the boardwalks, the tennis courts, the trash areas, and the LWC Association will maintain them in accordance with the LWC Declaration. Any such services provided by the LWC Association will be paid for by the Owners as common expenses of the LWC Association and the Condominium Association.

## **10.3 Restriction on Ownership**

10.3.1 No condominium unit may be owned by more than one person or other entity without approval of the Board of Directors, except for two domestic partners. However, a condominium unit may be owned by any form of business entity, without Board approval.

## **10.4 Easements Provided to LWC Association**

10.4.1 All Little Whale Cove Homeowners will have an easement over the trails through Innisfree connecting to LWC Common Areas and to the Outdoor Tennis Courts.

# **11. SALES AND CLOSING**

## **11.1 Sales Documents**

The Declarant intends to sell the Units by means of a document entitled Innisfree Patio Home Condominium Unit Sales Agreement. Prospective purchasers should be aware that unless agreements dealing with the purchase or sale of real property are reduced to writing and made a part of the contract, it may be difficult or impossible to enforce.

## **11.2 Statutory Rights of Purchasers**

Under the Act, a purchaser of a Condominium Unit has the statutory rights outlined below:

11.2.1 A purchaser of a Condominium Unit may cancel for any reason the sale of a Condominium Unit or any contract agreement or evidence of indebtedness associated with the sale of the Condominium Unit within five business days (excluding Saturdays and holidays) after the date on which the latest of the following events occurs:

(1) the signing of the Unit Sales Agreement; (2) the signing of the receipt required under ORS 100.705(2) upon delivery of the Disclosure Statement; or (3) the signing by the purchaser of the receipt required under ORS 100.725(4) upon delivery of a copy of the documents specified in ORS 100.725(1).

11.2.2 A purchaser's right to cancel set forth above terminates at the time of the closing of the Unit purchase transaction even if the five-day cancellation period has not expired.

11.2.3 The Unit Sales Agreement must contain either upon the first page, or upon a separate sheet attached to the first page, a Notice to Purchaser which sets forth the purchaser's right of cancellation and other important information.

11.2.4 A purchaser must immediately be given a copy of the Notice to Purchaser and a copy of the Unit Sales Agreement when it has been fully executed by all parties.

11.2.5 A copy of this Disclosure Statement must be given to a purchaser by the Declarant or an agent of the Declarant not later than the date the Unit Sales Agreement is fully executed by all parties.

### **11.3 Closing Escrow Arrangements**

11.3.1 Sales will be closed at Western Title and Escrow Company, who will serve as escrow agent pursuant to the Escrow Agreement between Declarant and escrow agent.

11.3.2 **Date of Closing** No funds of a purchaser will be distributed until the Declaration or applicable supplemental Declaration is recorded and the Declarant can convey title to the Unit free and clear of all encumbrances except those specified in the Unit Sales Agreement, or the Agreement is terminated according to the provisions contained therein.

11.3.3 **Documents by which the Purchasers are Bound** In addition to the Declaration and Bylaws of the Innisfree Patio Home Condominium, purchasers of the Condominium Units will be bound by the Notice to Purchaser (Right of Cancellation), Unit Sales Agreement, Condominium Real Estate Warranty, the LWC Declaration, the LWCHA Bylaws, the Escrow Instructions and the conditions, restrictions and easements of record imposed by the City of Depoe Bay. Copies of these items are available upon request from the escrow agent.

## **12. ALIENATION AND OCCUPANCY RESTRICTIONS**

### **12.1 Transfer restrictions**

There will be no restrictions upon the transfer and ownership of Units except as described in the LWC Declaration. The Units are intended for residential use. Pursuant

to the LWC Declaration, LWCHA will review and approve all construction of improvements and alterations to completed Units.

### 13. GENERAL INFORMATION

#### 13.1 Condominium Services

The Condominium will be serviced by the following:

Water	City of Depoe Bay
Sewage disposal	City of Depoe Bay
Electricity	Central Lincoln PUD
Trash collection	LWC Homeowners Association
Telephone	CenturyTel
Gas	Northwest Natural
Cable TV	Summit Cablevision
Fire Protection	Depoe Bay Fire District
Police	Lincoln County Sheriff

#### 13.2 Billing of Services

All such services will be individually billed to each Unit by the provider of such services.

### 14. MAINTENANCE AND REPAIR EXPENSES

#### 14.1 Common Element Maintenance

All maintenance, repair, replacements and all landscaping work for the General Common Elements and the front yards of the Limited Common Elements will be undertaken by the Board on behalf of the Association to the extent determined necessary and proper by the Innisfree Patio Home Condominium Board. In addition, all staining of the Units will be undertaken by the Board on behalf of the Association to the extent determined necessary and proper by the Innisfree Patio Home Condominium Board.

#### 14.2 Unit Owner Maintenance

Unit Owners will be responsible to maintain their Units other than the exterior staining and will be responsible for the landscaping on their Limited Common Elements other than the front yard that is the responsibility of the Association. Except for work covered by the seller's warranties, all maintenance of and repairs to any Unit will be made by and at the sole expense of the Owner of such Unit, who will keep the same in good order, condition and repair. In addition, each Owner will have the responsibility and rights as set forth in Section 9 of the Declaration and Section 8 of the Bylaws relating to the maintenance, repair or replacement of the Units.

### **14.3 Additional Maintenance**

All maintenance of common property that is the responsibility of the LWCHA as described in the LWC Declaration will be undertaken by the LWCHA to the extent determined necessary and property by the LWCHA or the LWCHA Board.

### **14.4 Payment of Expenses**

14.4.1 All Owners will be obliged to pay on a monthly basis in advance Common Expenses assessed to them by the Board on behalf of the Association pursuant to the Bylaws and the Declaration.

14.4.2 All Owners will be obliged to pay on a monthly basis any charges assessed to them by the Board on behalf of the Association pursuant to the Bylaws and the Declaration which result from repairs, replacements, modifications, or maintenance to the limited common elements benefiting a particular Unit or group of Units.

14.4.3 The Board will, within 90 days after the end of the fiscal year, prepare an annual financial statement consisting of a balance sheet and income and expenses for the preceding fiscal year for distribution to all unit owners. The Board will also prepare a budget for the Association, estimate the Common Expenses expected to be incurred, less any previous over-assessment, and assess the Common Expenses to each Owner. The Board will advise each Unit Owner in writing of the amount of Common Expenses payable by the Owner and furnish copies of the budget and any amended budget on which such Common Expenses are based to all Owners and, if requested, to their mortgagees, at least 14 days prior to the annual meeting of the Association.

14.4.4 All Owners will be obliged to pay any assessments or fees charged by the LWCHA pursuant to the LWC Declaration and LWC Bylaws.

### **14.5 Default and Payment of Expenses**

In addition to the provisions contained in the Declaration and Bylaws, the Act provides that the Association has the right to levy assessments against Unit Owners for Common Expenses. Failure of a Unit Owner to pay their share of the Common Expenses will entitle the Association to file and foreclose the lien on that Owner's Unit. This statutory provision further provides that an action to recover a money judgment for unpaid Common Expenses may be maintained without foreclosing or waiving the lien securing the claim for Common Expenses.

## **15. GENERAL RECORDS**

The Board shall maintain, at the office of the Association, a copy suitable for duplication of the following. The Declaration, the Bylaws, any Rules and Regulations, any architectural standards and guidelines, any amendments to such documents, the most recent annual financial statement of the Association, the current operating budget of the association, the reserve study and any other documents required by the Act to be so

maintained. Such documents shall be made reasonably available for inspection and duplication by Owners, Mortgagees, and prospective purchasers of Units upon written request therefrom. All Association documents and records shall be maintained within the State of Oregon at all times. Proxies and ballots must be retained for one year from the date of determination of the vote. The Board may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of association records and a reasonable fee for furnishing copies of any documents, information or records. Records may be withheld from examination and duplication to the extent the records concern: personnel matters or medical records; contracts, leases and other business transactions that are under negotiation; communications with legal counsel that relate to personnel or contracts, leases and other business transactions under negotiation; documents, correspondence or reports compiled for Board executive sessions held in compliance with ORS 100.420; or files of individual owners kept by the association.



**RECEIPT FOR DISCLOSURE STATEMENT**  
**FOR**  
**INNISFREE PATIO HOME CONDOMINIUM**  
**(an Oregon Condominium)**

Oregon law requires that you as a prospective purchaser of a Condominium Unit be given a copy of a Disclosure Statement adopted and issued by the Real Estate Commissioner not later than the date the Unit Sales Agreement is fully executed by all parties.

The undersigned hereby acknowledges receipt of a copy of the Disclosure Statement adopted and issued \_\_\_\_\_, 20\_\_\_\_, consisting of \_\_\_\_ pages, and not later than the date the Unit Sales Agreement is fully executed by all parties.

The undersigned understands that the Disclosure Statement is not a recommendation or an endorsement of the Condominium, but is for information only.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

**THE DECLARANT IS REQUIRED TO RETAIN THIS RECEIPT FOR THREE YEARS.**