

KC CONDOS

DECLARATIONS

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DECLARATION OF UNIT OWNERSHIP

OF

KING CITY CONDOMINIUM

THIS DECLARATION of submission to Unit Ownership and related details, hereinafter called "Declaration," is executed and acknowledged pursuant to the Oregon Unit Ownership Law, ORS 91.505 to 91.675, this 22 day of December, 1972 by Tualatin Development Co., Inc., an Oregon corporation, hereinafter called "Declarant."

Declarant does hereby publish and declare that the property hereinafter, in Section 1.0, described is held and shall be held, used, conveyed, hypothecated, encumbered, leased, rented, occupied, and improved subject to the covenants, conditions, restrictions, uses, limitations, and obligations defined or provided in this Declaration, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division thereof into condominium units, and shall be deemed to run with the Property, and each part thereof, and shall be a burden and benefit to Declarant, its successors and assigns, and any subsequent owners acquiring or owning an interest in the Property, including improvements thereof, their grantees, successors, heirs, personal representative, devisees and assigns.

1.0 Description of the Property.

1.1 The land and the buildings, improvements and structures thereon, together with all easements, rights and appurtenances thereof, all hereinafter called "Property,"

1.2 Declarant herewith files for recording with the Director of Records and Elections of Washington County Oregon, a certain instrument entitled "Floor Plans and Map of the King City Condominium," hereinafter referred to as "plans."

2.0 Definitions.

Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor:

2.1 "Association of Unit Owners" means the Association of King City Condominium Unit Owners.
2.2 "Building" means a multiple-unit building or single-unit buildings, or any combination thereof, comprising a part of the property.

2.3 "Bylaws" means the bylaws adopted by the Association of King City Condominium Unit Owners, including any adopted amendments thereto.

2.4 "Civic Association" means the King City Civic Association, an Oregon non-profit corporation.
2.5 "Common Elements" means the general common elements and the limited common elements.

2.6 "Common Expenses" means:
(a) expenses of administration, maintenance, repair, or replacement of the common elements;
(b) expenses agreed upon as common by all the unit owners; and
(c) expenses of securing and maintaining insurance and other common services and benefits as contemplated by this Declaration;

by this Declaration submitted to the provisions of the Unit Ownership Law, is described as follows:

All of Block 5, KING CITY NO. 1, Washington County, Oregon, except therefrom that portion lying southerly of the northerly line of the following described portion thereof:

Beginning at a point of spiral to curve at engineers stationing is 188 + 1436 which point is 50 feet westerly from (when measured at right angles to) the center line of the South bound line of S. W. Pacific Highway; thence, along the arc of a 3,789.72 foot radius curve to the right (the chord of which bears South 14° 50' 44" West at distance of 3.79 feet) an arc distance of 3.79 feet to a point; thence North 71° 10' 30" West 96.15 to the Easterly right of way line of S. W. 116th Avenue; thence North 18° 57' 36" East 84.78 feet along the said right of way line of S. W. 116th Avenue to a point of curve; thence along the arc of a 160.00 feet radius curve to the left (the chord of which bears North 84° 43' 48" East 29.55 feet to a point of curve; thence along the arc of a 55.84 feet radius curve to the left (the chord of which bears North 73° 05' 15" East 22.86 feet) an arc distance of 23.07 feet thence South 75° 11' 00" East 44.12 feet to the westerly right of way of S. W. Pacific Highway intersecting a 300.00 foot arc curve to the right having a total spiral angle "S" of 02° 15' thence along said spiral (the chord of which bears South 14° 50' 44" West 147.32 feet) to the point of beginning.

Subject, however, to the right and easement reserved by Declarant, for itself, its officers, employees, agents, successors, assigns, invitees and licensees, in perpetuity, to pass and enjoy ingress and egress over and across all streets and roads in the above-described property, and on and under all such streets and roads, for the purpose of maintaining and repairing utilities, sewer lines, and other services

807 and designated on the Plans as "general common area";

(e) the Laundry Areas storage rooms located in Buildings 804, 807 and 816-A and the half-bathroom located in Building 807, and storage room in Building 810.

(f) installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, waste disposal and incinerating to the extent any of the foregoing exist;

(g) the tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;

(h) any premises reserved for the lodging of janitors and/or caretakers of the property;

(i) carports located as follows:

garage 1	10 carports
garage 2	7 carports
garage 3	10 carports
garage 4	10 carports
garage 5	10 carports
Under Building 810	10 carports
Under Building 811	6 carports

Total carports 63 carports

(j) all other elements of a building necessary or convenient to its existence, maintenance and safety, or normally in common use;

(k) all roads and roadways designated on the Plans and not identified as otherwise reserved or owned.

(d) expenses declared common by subsection

(1) of ORS 91.590 and subsection (2) of ORS

91.595, or by this Declaration or the bylaws.

2.7 "Declarant" means Tualatin Development Co., Inc., an Oregon corporation, which has made and executed this Declaration.

2.8 "General common elements," unless otherwise provided in this Declaration or by consent of all the unit owners, means the property except any portion thereof included in a unit or made a limited common element by this Declaration and includes, but not by way of limitation, the following:

(a) the foundation, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, fire escapes, entrances and exits of a building;

(b) the basements, yards, fences, and privacy barriers, gardens, parking areas, outdoor lighting facilities, swimming pool, landscape toolshed and swimming pool adjunct facility referred to as Building 820, and outside storage spaces, subject, however, to the portions of the foregoing reserved by the terms of this declaration as limited common elements;

(c) the area with two (2) half-baths in Building 803 formerly used as a Weaving-Room and designated on the Plans as "general common area";

(d) the recreation room located in Building

and the several Units are designated on floor plans attached hereto and by this reference made a part hereof.

2.14 "Unit Designation" means the number, letter or combination thereof designating a Unit in the Declaration.

2.15 "Unit Owner" means the person or combination of persons, firm or corporation owning the title to or purchasing under a valid and effective contract of sale, a Unit in King City Condominium, but excluding those having such interest merely as security for the performance of an obligation.

3.0 Name of Property and Description of Units.

3.1 The name by which the property and units collectively shall be known is King City Condominium.
3.2 The Units on the property consist of ninety (90) one-level residential units, each heretofore in existence and operative as an apartment. The Units are of nine different floor plans constructed and grouped in Buildings as follows:

Building	Exterior Material	Unit Designations (Number)	Floor Plan Area (Sq. Ft.)	Approximate Common Elements at Vote	Percentage of Ownership of Common Elements at Vote
801	Brick	801-1	608	.862	.862
		801-2	608	.826	
		801-3	1127	1.595	
		801-4	819	1.210	
		801-5	885	1.508	
		801-6	939	1.384	
		801-7	940	1.446	
802	Wood Siding	802-1	608	.826	.826
		802-2	608	.862	
		802-3	608	.862	
		802-4	1127	1.595	
		802-5	1123	1.742	

2.9 "Limited common elements" means those common elements designated in this Declaration or by agreement of all the Unit Owners, as reserved for the use of a certain Unit or number of Units, to the exclusion of the other Units.

2.10 "Majority" or "Majority of the Unit Owners," unless otherwise provided in the Declaration, means the owners of more than fifty (50) per cent in the aggregate of the undivided ownership interests in the General common elements as the percentage of interest in such elements appertaining to each Unit is expressed in this Declaration. Whenever a percentage of the Unit Owners is specified, percentage means such percentage in the aggregate of such undivided ownership.

2.11 "Manager" means the manager, board of managers or other person in charge of the administration of or managing, the property.

2.12 "Recording Officer" means the Director of Records and Elections of Washington County, Oregon.

2.13 "Unit" means a separately designated and legally described freehold estate in a part of a building on the property, intended for independent use and not owned in common with the Owners of any other Units in King City Condominium, and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway. Each Unit is the space contained within and bounded by the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim,

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Building	Exterior Material	Unit Designations (Number)	Floor Plan (Type)	Approximate Area (Sq. Ft.)	Percentage of Ownership of Common Elements and Vote Weight	Exterior Building Material	Unit Designations (Number)	Floor Plan (Type)	Approximate Area (Sq. Ft.)	Percentage of Ownership of Common Elements and Vote Weight
803	Wood Siding	803-1 803-2 803-3 803-4 803-5 (LOWER) 803-6 (LOWER)	A A A A A A	638 .902 663 663 663 638	.902 1.019 1.010 .866 .866	Wood Siding	810-4 810-5	H H	672 675	
804	Wood Siding	804-1 804-2 804-3 804-4 804-5 (LOWER) 804-6 (LOWER)	A A A A A A	638 638 663 663 638 638	.902 1.019 1.019 .866 .866	Wood Siding	811-1 811-2 811-3	H H H	675 672 675	
805	Brick	805-1 805-2 (UPPER) 805-3 805-4 (UPPER) 805-5 805-6 (UPPER) 805-7 805-8 (UPPER) 805-9 805-10 (UPPER) 805-11 805-12 (UPPER)	G G G G G G G G G G G G	718 718 718 718 718 718 718 718 718 718 718 718	.972 .922 1.105 1.061 .972 .972 1.061 1.061 .972 1.061 1.061 1.105	Brick	812-1 812-2	F F	1133 1133	
806	Brick	806-1 806-2 806-3 806-4	J J J J	832 832 832 832	1.178 1.178 1.280	Brick	813-1 813-2	C C	819 819	
807	Wood Siding	807-1 807-2	F F	1127 1127	1.732 1.732	Wood Siding	814-1 814-2	F F	852 852	
808	Brick	808-1 808-2 808-3 808-4 808-5 808-6 808-7 808-8	B B C C C C B B	608 608 319 319 319 319 608 608	.826 .862 1.109 1.109 1.109 1.109 .826 .862	Brick	815-1 815-2 815-3 815-4	E B B C	959 608 608 819	
809	Wood Siding	809-1 809-2 809-3 809-4 809-5	B B E E B	615 615 939 939 615	.942 1.446 1.446 .847	Wood Siding	816-1 816-2 816-3 816-4	A A A A	638 638 638 638	
810	Wood Siding	810-1 810-2 810-3	H H H	675 911 672	.954 .911 .911	Wood Siding	817-1 817-2	C C	819 819	

3.3 No buildings have basements, except: Bu.
807 has a storage unit and a recreation room and laundry in the basement. Buildings 810 and 811, respectively

garages with grade access and storage in the basement. Buildings 803 and 804, respectively, have two units which are in daylight basements. Building 805 has six units which are in daylight basements.

3.4 Principal materials of which the buildings are constructed are: concrete foundations (the ten daylight basement Units in Buildings 805, 804 and 805 are on slabs); wood framing; bronze-anodized aluminum windows and sliding glass doors; dry-wall interior wall cover, wood and/or brick veneer exterior material as specified in paragraph 3.2; cedar shingle and/or shake roofs, except Buildings 803, 804, 806 and 815, which have three-ply built-up roofs with pea gravel topping; plumbing and wiring conforming to State of Oregon codes effective at time of construction; gutters and downspouts as in place; all exterior walls and ceilings are insulated.

The roads are blacktopped. Curbs and sidewalks are concrete.

3.5 The units are designated on the "Floor Plans and Map of King City Condominium," hereinafter called "Plans," filed herewith for record in the office of the Recording Officer, a copy of which Plans are attached hereto.

4.0 General Common Elements.

4.1 Proportionate ownership by unit of the general common elements in the property shall be in the percentages defined in Section 3.0 of this Declaration. Those proportions are established on the basis of approximate relative values of the respective units to the combined values of the several Units.

5.0 Limited Common Elements.

5.1 Proportionate ownership by Unit of the Limited

Common Elements in the property shall be established in the same manner and by the same formula as ownership of General Common Elements.

5.2 Separated from the respective Units by one of the exterior walls adjacent to the Unit is a privacy deck, garden or patio area as designated on the Floor Plans and Map of King City Condominium. Each such privacy garden, deck or patio area is a limited common element and is reserved for the use of the Unit, the exterior wall of which it abuts, to the exclusion of the other Units.

5.3 Located on the Property are 63 carports, as described in paragraph 2.8(i), none of which is appurtenant to any Unit. Rather, each is to be administered by the Association of Unit Owners, acting through its Board of Directors. Rent earned from carports and received by the Association shall be employed solely to pay common expenses.

5.4 The swimming pool and the landscape toolshed and swimming pool adjunct facility designed Building 820 are available for use by all Unit Owners and by other members of the Civic Association. These facilities are presently under contract with the Civic Association respecting maintenance. In event the maintenance function of the Civic Association is at any time terminated, the governance of these facilities shall be the responsibility of the Association of Unit Owners, and the use of the facilities shall be limited to the members of the Association of Unit Owners and their guests in accordance with such limitations and regulations as the board of directors of that Association from time to time shall prescribe.

6.0 Interest in Common Elements Attached to Title to Unit: Governance of Common Elements.

6.1 The proportionate undivided interest in general common elements allocated to the respective Units and the right of exclus

use of limited common elements reserved for the respective Units, all as provided in this Declaration, shall be irrevocably appurtenant to the title to the Units, respectively, to which they are allocated or reserved, and the undivided interest in the common elements and the fee title to the respective Units conveyed therewith shall not be separated or separately conveyed, and each undivided interest in common elements shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

6.2 Governance and control of the Common Elements consistent with, and to implement, the purposes and provisions of this Declaration, shall be in the Association of Unit Owners and its Board of Directors.

7.0 Conditions, Restrictions and Covenants.

Declarant, its successors and assigns, by this Declaration, and all "Unit Owners" who shall at anytime come into ownership, by their acceptance of their deeds, covenant and agree as follows:

7.1 In addition to other Conditions, Restrictions and Covenants herein defined, each Unit and the Property, shall be subject to conditions and restrictions, encumbering the Property of record on the date of this Declaration being amended and Restated Declaration of Conditions and Restrictions recorded February 19, 1970 in Book 771, pages 932-945, Records of Washington County, Oregon, and/or to any supplements or modifications thereto which may be hereafter validly placed of record.

7.2 Membership in Civic Association Pursuant to Article I, Section 9 of the conditions and restrictions referred to in paragraph 7.1, each Unit occupant shall be a proprietary member of the King City Civic Association and shall be subject

to the obligations of that status.

7.3 Each Unit shall be occupied and used by the respective Unit Owner only as a private dwelling for the owner, his family, tenants, and social guests, and for no other purpose. No Unit shall be occupied by any person who is not a Proprietary or Associate Member of the Civic Association; Provided, this restriction shall not prohibit temporary and social visitation of the occupants of a residential Unit by persons who so qualified to be occupants; Provided, further, that no one shall be a member of the Civic Association, nor an occupant of a Unit who is not at least fifty (50) years of age, or the spouse of a person at least fifty (50) years of age and who has not been elected to membership in the Civic Association in accordance with its bylaws; Provided, further, that this provision shall not prohibit such occupancy by a child of a member of the Civic Association who is more than eighteen (18) years of age.

7.4 The Common Elements and Units shall remain undivided and no Unit Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Unit Owners with respect to the operation and management of the condominium.

There shall be no judicial partition of the Unit or any part thereof, nor shall Declarant and Unit Owner or any person acquiring any interest in any Unit seek any such judicial partition, unless the Property has been removed from the provisions of the Unit Ownership Act.

7.5 A Unit Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective Unit, nor shall said owner be deemed to own pipes, wires, conduits or

other public utility lines running through any Unit, except as tenants in common with the other Unit Owners as provided in this Declaration. A Unit Owner, however, shall be deemed to own the walls and partitions which are contained in said owner's Unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

7.6 Maintenance, Repair and Structural Changes.

7.6.1 Each Unit Owner must perform promptly within his own Unit all maintenance and repair work which, if omitted, would affect the Condominium in its entirety or in a part belonging to other owners, and the Unit Owner expressly shall be responsible for any damage or liability which may result from his failure so to do.

7.6.2 All repairs, replacement and maintenance of internal installations of the Unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories, lines and pipes located within the perimeters of the Unit area or within the exterior walls surrounding the Unit shall be at the Owner's expense, and this shall apply despite the fact that some or all of the foregoing shall be located in interior or exterior walls or for other reasons may not be within the boundaries of the Unit or owned by the Unit Owner.

7.6.3 A Unit Owner shall reimburse the Association of Unit Owners for any expenditures incurred in repairing or replacing any common area or facility damaged through fault of the Unit Owner, not otherwise covered by insurance owned by the Condominium Association for the owner's and Association's benefit.

7.6.4 No Unit Owner shall make any structural modifications or alterations in his Unit or to installations located therein without previously securing in writing the consent of the Association of Unit Owners, through the Management Agent, if any, or through the Chairman of the Board of directors, if no management agent is employed. The Unit Owner shall notify the Association in writing of his intent and his request for such consent. The Association shall have the obligation to respond within thirty (30) days. Failure of the Association to do so within that period shall mean that there is no objection to the proposed modification or alteration and shall be the equivalent of consent in writing.

7.7 Each Unit Owner agrees that if any portion of the "common elements" encroaches upon any Unit in which he has an interest, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the building is partially destroyed and then rebuilt the Unit Owners agree that minor encroachment of parts of the "common elements" due to construction shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist.

7.8 Each Unit Owner shall automatically be a member of the Association of Unit Owners and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership shall pass to the succeeding owner.

7.8.1 Each Unit's vote shall be weighted in accordance with the percentage of that Unit's share in the Ownership of the common elements as provided in the Declaration of Unit Ownership of King City Condominium.

7.8.2 The Association of Unit Owners shall have two Classes of voting membership:

(a) Class A. Class A members shall be all those Unit Owners as defined in Section 2.15 with the exception of the Declarant; provided, that Declarant shall become a Class A member when its Class B membership has been converted as hereinafter defined. A Class A member shall be entitled to one weighted vote for each Unit in which he or she holds the interests required for membership by Section 3.0 of the Bylaws of the Association of King City Condominium Unit Owners; provided, when more than one person holds the total fee simple interest in any Unit, all such persons shall be members, but the vote for such Unit shall be exercised as they among themselves determine and by such one person representing the Unit as the group of Owners shall have certified unananimously and in writing to the secretary of the Association; provided further, in no event shall more than one weighted vote be cast with respect to any residential unit.

(b) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) weighted votes for each Unit in which it holds the interest required for membership by Section 3.0 of the Bylaws of the Association of King City Condominium Unit Owners, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in the Class A membership equal twice the total votes outstanding in the Class B membership, or
- (2) on January 1, 1977.

7.9 The Unit Owners covenant and agree that the administration of King City Condominium shall be in accordance with the provisions of this Declaration and the bylaws of the Unit Owners Association and of the Civic Association, each of which is by this reference made a part hereof.

7.10 That each Owner, tenant or occupant of a "Unit" shall comply with the provisions of this Declaration, the bylaws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

7.11 Except as otherwise provided herein, the provisions of this Declaration may be amended by the vote of 75 % of the members of the Association of Unit Owners, weighted in accordance with paragraph 3.2 of this Declaration; provided, until such time as the Declarant shall own no Unit, any amendments shall be ineffective unless affirmatively concurred in by the Declarant. An amendment adopted in accordance herewith shall be effective upon recordation in the office of the Recording Office duly signed and acknowledged by the President of the Association of Unit Owners.

7.12 No Unit Owner of a "Unit" may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his "Unit."

7.13 Administration, Assessments and Liens. The Board of Directors of the Association of Unit Owners shall administer

the affairs of the Condominium for the benefit of the Unit Owners and shall administer, maintain, repair or replace the common elements and shall have authority, in accordance with its Articles of Incorporation and its bylaws, to raise by assessment against the Units, funds to pay the common expenses. All sums assessed by the Association but unpaid for the share of the common expenses and utility services chargeable to any Unit shall constitute a lien on such Unit prior to all other liens, except only (1) tax liens on the apartment in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the Manager or Board of Directors of the Association of Unit Owners, acting on behalf of the Owners of the Units, in like manner as a mortgage of real property. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit, if so provided in the bylaws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Manager or Board of Directors, acting on behalf of the Association of Unit Owners shall have power, unless prohibited herein, to bid in the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

7.14 In event the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, the acquirer of title, his successors and assigns, shall not be liable for the share of, the common expenses or assessments by the Association of Unit Owners chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such

unpaid share of common expenses or assessments shall be common expenses collectible from all of the Units, including such acquirer, his successors and assigns.

7.15 In the event the building subject to this Declaration is totally or substantially damaged or destroyed, the repair reconstruction or disposition of the property shall be as provide by an Agreement approved by fifty-one (51) per cent of the voting Unit Owners, weighted in accordance with paragraph 5.2 of this Declaration.

7.16 In event of a voluntary conveyance of a Unit the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee there for. However, any such grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.

7.17 All agreements and determinations lawfully made by the Association in accordance with the voting percentages established pursuant to ORS 91.505 to 91.675, and this Declaratory or in the bylaws, shall be deemed to be binding on all Unit Owner their successors and assigns.

7.18 Right of Entry.

7.18.1 Each Unit Owner and each lessee or other occupant of any Unit grants the right of entry to the management agent or to any other person authorized by

the Board of Directors or the Association, in case of an emergency originating in or threatening a Unit, whether or not the Owner, lessee or occupant is present at the time.

7.18.2 A Unit Owner, lessee or occupant, shall permit the Association of Unit Owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the occupant. In case of an emergency, such right of entry shall be immediate.

7.19 Fire and Liability Insurance.

7.19.1 The Board of Directors of the Association of Unit Owners shall procure and maintain, and from the assessments levied to pay common expenses shall pay the premiums for, a policy or policies (herein called "the Policy") of fire insurance, with extended coverage endorsement, for as nearly as practicable to one hundred per cent (100%) of the insurable replacement cost value of the buildings on the Property and/or building service equipment without deductions for depreciation and without consideration of extra improvements which any Unit Owner shall have caused to be affixed to his Unit in its initial basic form (such insurable replacement cost value to be determined annually by the Board and to exclude property of every kind and description while underground, except underground conduit or wiring when beneath the buildings covered herein) in the name of the Board as insured for the benefit of the Association, the several Unit Owners and their mortgagees in the ratio defined in paragraph 5.2 of this Declaration. Such policy:

7.19.2 shall contain no provision limiting or prohibiting other insurance by the owner of any Unit, but if reasonably obtainable, shall provide that the liability of the insurer shall not be affected by, nor shall the insurer claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of, any such other insurance;

7.19.3 shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or if reasonably obtainable, shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board or the Unit Owner or a tenant of any Unit, or by reason of any act or neglect of the Board or the Unit Owner or a tenant of any Unit;

7.19.4 shall provide that the policy may not be cancelled (whether or not requested by the Board) except by giving to the Board and to the Unit Owner of each Unit who shall have requested such notice of the insurer in writing addressed to him at the premises, thirty (30) days' written notice of such cancellation;

7.19.5 shall contain a provision waiving any right of subrogation by the insurer to any right of the Board against any Unit Owner or a lessee of any Unit;

7.19.6 shall contain a provision waiving any right of the insurer to repair, rebuild and replace or to require that the Board of the Association or the Unit Owner do so;

7.19.7 shall provide that in the case of any loss, the loss shall be adjusted with the Board of the Association;

7.19.8 shall contain a standard mortgage clause

which

mortgage in the policy shall include all mortgages on any Unit, in order of preference.

7.19.9 The Board of the Association of Unit Owners shall procure and maintain a policy or policies (herein called "the policy") of Public Liability Insurance to insure the Board, each Unit Owner as the owner of a Unit, and any managing agent and other employees of the Association against claims for personal injury or property damage arising out of the existence of premises or operations of contractors of construction work under a Comprehensive General Liability form to include (1) coverage of automobile liability for owned, hired or non-owned automobiles, (2) water damage legal liability and (3) fire damage legal liability. Said insurance shall name Unit Owners and employees as aforesaid as additional insureds, it being understood and agreed that the insurance will exclude coverage for the personal activities of Unit Owners and employees as aforesaid, and for liability arising out of ownership of individual Units. Said insurance shall be for such limits as the Board may decide. Such policy:

(a) shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or any breach of warranty or condition caused by the owner of any residential Unit, or by any act or neglect of the owner or tenant of any residential unit;

(b) shall provide that the policy may not be cancelled (whether or not requested by the Board) except by giving to the Board and to the Owner of

(a) shall name the holder of any mortgage affecting any Unit whose name shall have been furnished to the Board;

(b) shall provide that the insurance as to the interest of the mortgagee shall not be invalidated by any act or neglect of the Board or the Unit Owner or tenant of any Unit;

(c) shall waive any requirement invalidating such mortgage clause by reason of the failure of the mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium (provided, however, in case the Board of the Association shall fail to pay the premium due or to become due under the policy, the mortgagee may pay the same prior to the effective date of the termination of the policy), any contribution clause, and any right to be subrogated to the rights of any mortgagee against the Unit Owner or lessee of any Unit or the Board or to require an assignment of any mortgage to the insurer, except that the insurer will have the right of subrogation to the extent of insurance proceeds received by and retained by the mortgagee if the insurer shall claim no liability as to the mortgagor or owner, but without impairing mortgagee's right to sue;

(d) shall provide that without affecting the protection afforded to the mortgagee by such mortgage clause, any proceeds payable under such clause shall be payable to the Board or to an insurance trustee as provided by the bylaws; and

(e) shall provide that any reference to a

Property, all available insurance proceeds, including proceeds received for damage to a building on any policy taken out by the Association of Unit Owners for Unit Owners, shall be held in trust by the Board of the Association to repair, reinstate, rebuild or replace the building (herein called "the work") in accordance with the original plans and specifications or if the work according to the original plans and specifications is not permissible under the applicable laws and regulations, then in accordance with other plans and specifications prepared or approved by the Board. In the event of any deficiency between said insurance proceeds and the cost of the work, each Unit Owner shall pay his proportionate share of said deficiency as Common Expenses. The Board shall have the authority, as agent of all Unit Owners, to enter into a contract or contracts to accomplish the work.

7.20.2 Nevertheless in the event that, after substantial damage to or destruction of a building, the Board of the Association of Unit Owners shall determine that such damage or destruction shall not be rebuilt, repaired or restored, or in the event such damage or destruction shall not have been rebuilt, repaired or restored within a reasonable time after occurrence thereof, the damaged building shall be subject to an action for partition by any Owner of a common interest or lienor as if owned in common, in which event the damaged buildings and the Units therein shall be sold and the net proceeds of the sale, together with the net insurance proceeds, shall be distributed in proportion to the respective common interests and in accordance with law.

7.20.3 Upon the completion of the work and payment

-25-

BOOK 903 PAGE 396

each residential Unit who shall have requested such notice of the insurer in writing addressed to him at the premises, thirty (30) days' written notice of such cancellation.

7.19.10 The Board of the Association of Unit Owners may also procure insurance against such additional risks as the Board may deem advisable for the protection of the Unit Owners.

7.19.11 The Board of the Association of Unit Owners shall review not less frequently than annually the adequacy of its insurance program and shall report in writing to the Board's conclusions and action taken on such review to the members of the Association. At the request of any mortgagee of any Unit, the Board shall furnish to such mortgagee a copy of the fire policy described in paragraph 7.19.1. Copies of every policy of insurance procured by the Board shall be available for inspection by Unit Owner (or contract purchaser) at the office of the managing agent.

7.19.12 Any such coverage procured by the Board of the Association of Unit Owners shall be without prejudice to the right of the Unit Owners to insure the Units and the contents thereof for their own benefit at their own expense. At all times, it shall be the responsibility of the several Unit Owners to ascertain and inform themselves of the terms of coverage of insurance of respective kinds, and the limits of such coverage under policies procured and maintained from time to time by the Association and to secure such additional insurance, if any, as they may desire for their further or additional protection.

7.20 Damage, Destruction and Replacement of Buildings.
7.20.1 In the event of substantial damage to or destruction of a building or one (1) or more Unit on the

-24-

BOOK 903 PAGE 396

in full therefor, any surplus proceeds of insurance then or thereafter remaining in the hands of the Board of the Association of Unit Owners as insurance trustees shall be held for and credited to the Unit Owners of all Units in common with funds raised by assessment for payment of Common Expenses.

7.20.4 To the extent that any loss, damage or destruction to a building on the property is covered by insurance procured by the Board of the Association of Unit Owners, the Board shall have no claim or cause of action for such loss, damage or destruction against any Unit Owner or lessee. To the extent that any loss, damage or destruction to the property of any Unit Owner or lessee is covered by insurance procured by such Unit Owner or lessee, such Unit Owner or lessee shall have no claim or cause of action for such loss, damage or destruction against the Board, any managing agent or the Association. All policies of insurance referred to in this paragraph shall contain appropriate waivers of subrogation.

7.21 Delegation of Board Authority of the Association of Unit Owners.

7.21.f The Board of Directors may delegate any of its managerial duties, powers or functions to any person or firm, to act as Manager of the project, provided that any such delegation shall be revocable upon notice by the Board of Directors. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board of Directors. In the absence of any appointment, the Chairman of the Board of Directors shall act as Manager.

7.22 Entry to Units. The Board of Directors of the Association of Unit Owners, or its agents, may enter any unit when necessary in connection with any maintenance, landscaping or construction for which the Board of Directors is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Board of Directors out of the common expense fund.

7.23 Waiver of Board Liability. The Board of Directors of the Association of Unit Owners shall not be liable for any failure of any service to be obtained and paid for by the Board of Directors or for injury or damage to person or property caused by the elements or by another Unit Owner or person in the project, or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any parts of the building, or from any of its pipes, drains, conduits, appliances or equipment, or from any other place, unless caused by gross negligence of the Board of Directors. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the common elements or from any action taken to comply with any law, ordinance or order of a governmental authority. The Board of Directors and Manager shall not be responsible to the Unit Owners for loss or damage by theft or otherwise of articles which may be stored by the owners on the property or in the Units.

7.24 Indemnification of Directors. Each member of the Board of Directors of the Association of Unit Owners shall be indemnified from the fund for payment of Common Expenses against all expenses and liabilities, including attorneys' fees reasonably incurred or imposed upon him in connection with any proceedings in which he may be a party or in which he may become involved by

reason of his being or having been a member of the Board of Directors or any settlement thereof, whether or not he is a member of the Board of Directors at the time such expenses are incurred; except, in such cases wherein the member of the Board of Directors is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, in the event of a settlement, the Indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Board of Directors.

8.0 Registered Agent

Mr. George J. Marshall, 15300 S. W. 116th Avenue, King City, Tigard, Oregon 97225 shall be the person designated to receive service of process for the Condominium until such designation shall be amended.

9.0 Non-waiver Provision.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium project, as specified under the Oregon Unit Ownership Act. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

10.0 Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

11.0 Effective Date.

This Declaration shall take effect upon recordation.

TUALATIN DEVELOPMENT CO., INC.
an Oregon Corporation

By: [Signature]
President

By: [Signature]
Secretary

"DECLARANT"

Portland Federal Savings and Loan Association, through the undersigned authorized officer, hereby consents to the filing of the foregoing Declaration of Unit Ownership.

PORTLAND FEDERAL SAVINGS AND LOAN ASSOCIATION

By: [Signature]
President

Architect's Certificate

I Richard P. Bennett, registered architect do hereby certify that the attached floor plans depict the dimensions and layout of all units in the King City Condominium, and that construction of said units was completed on or before January 1969.

[Signature]
Richard P. Bennett
P.S. No. 057

RECORDED BY: [Signature]
RECORDS SECTION
JAN 27 1969
ASSESSMENT & TAXATION

6099

STATE OF OREGON
County of Multnomah) ss:

December 14, 1972

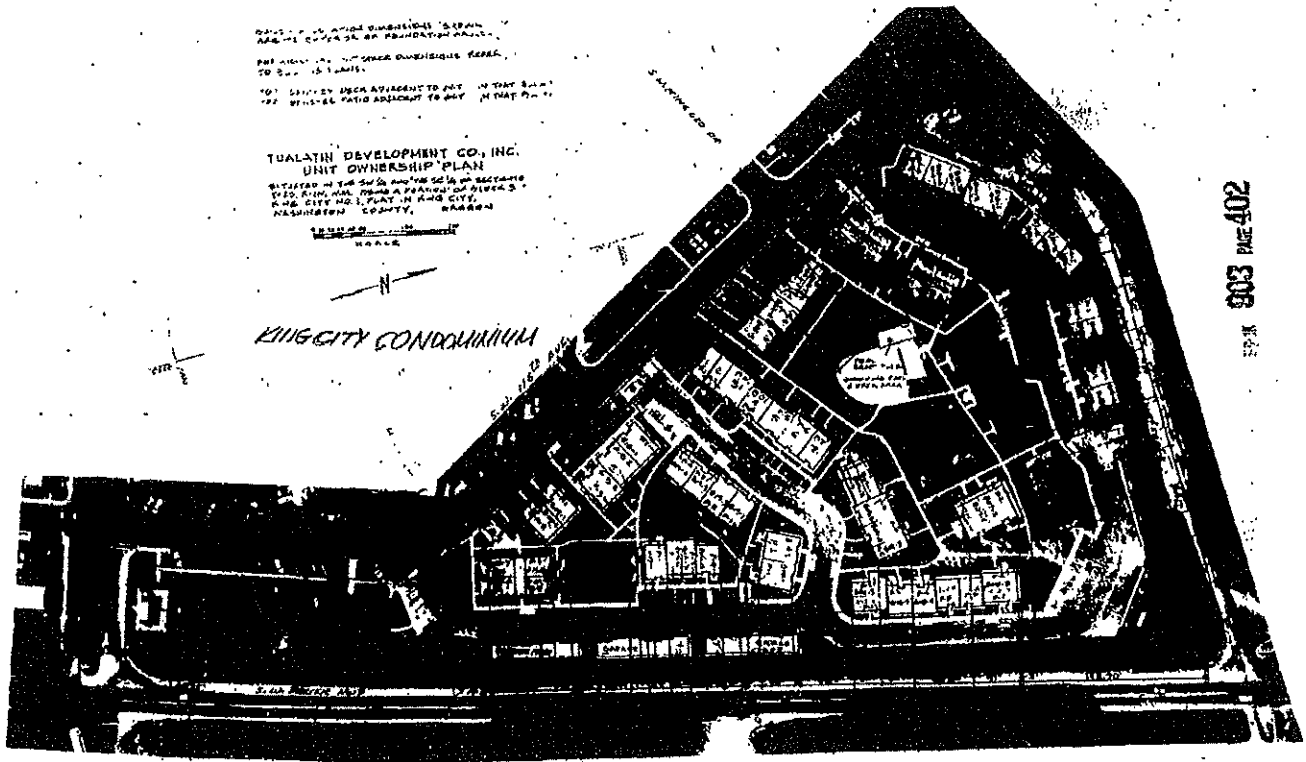
Personally appeared R. B. Sorensen and Herbert Ruegale who being first duly sworn, did say that he, R. B. Sorensen is the President, and that he, Herbert Ruegale, is the Secretary of Tualatin Development Co., Inc., and that they executed the foregoing instrument on behalf of Tualatin Development Co., Inc. by authority of its Board of Directors and have acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

[Signature]
Notary Public for Oregon
My commission expires: 2-17-74

THIS INSTRUMENT IS SUBJECT TO THE
APPLICABLE OREGON CONDOMINIUM ACT
AND THE OREGON CONDOMINIUM ACT
AS AMENDED BY HOUSE BILL 1000
AND SENATE BILL 1000
AS APPLICABLE TO THIS INSTRUMENT
IN THE YEAR 1972

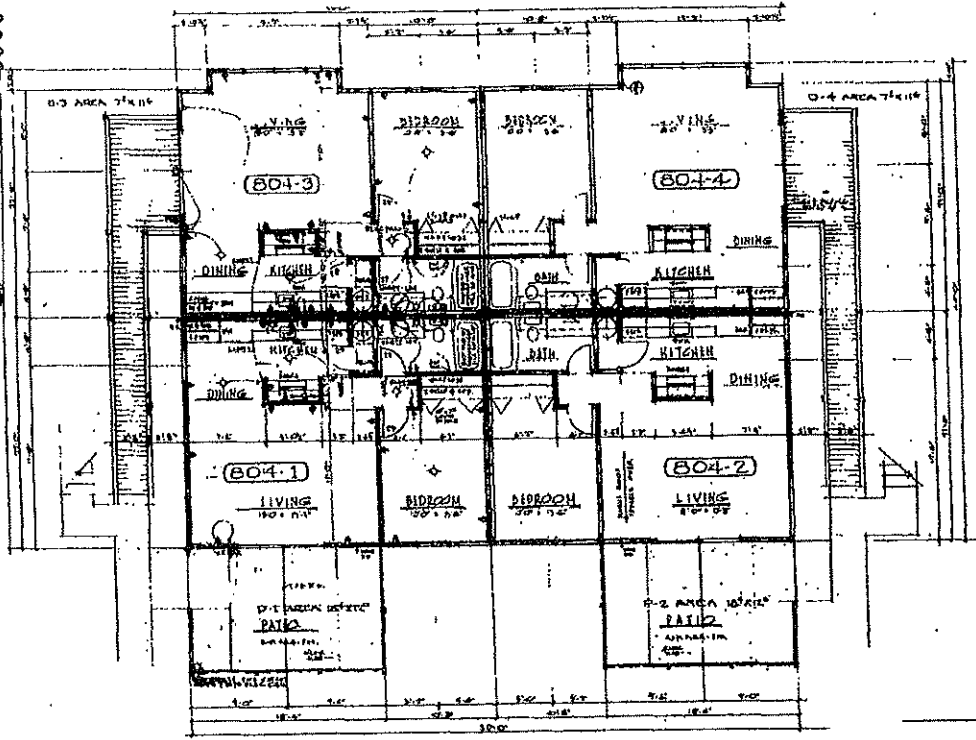
TUALATIN DEVELOPMENT CO., INC.
UNIT OWNERSHIP PLAN
SITuated in the SW 1/4 of the SW 1/4 of Section 34
T12S, R12E, W1E, PM, Multnomah County, Oregon
KING CITY CONDORINIUM



BOOK 903 PAGE 401

BOOK 903 PAGE 402

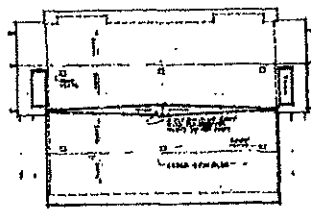
6099



UPPER LEVEL FLOOR PLAN

SCALE 1/8" = 1'-0"

BLDG - 804



ROOF PLAN

Small building elevations show up to exterior of roof from perspective.
 Widths of member will be 1/4".
 Distances of pipe walls between units will be 1/4" from center of
 respective line.

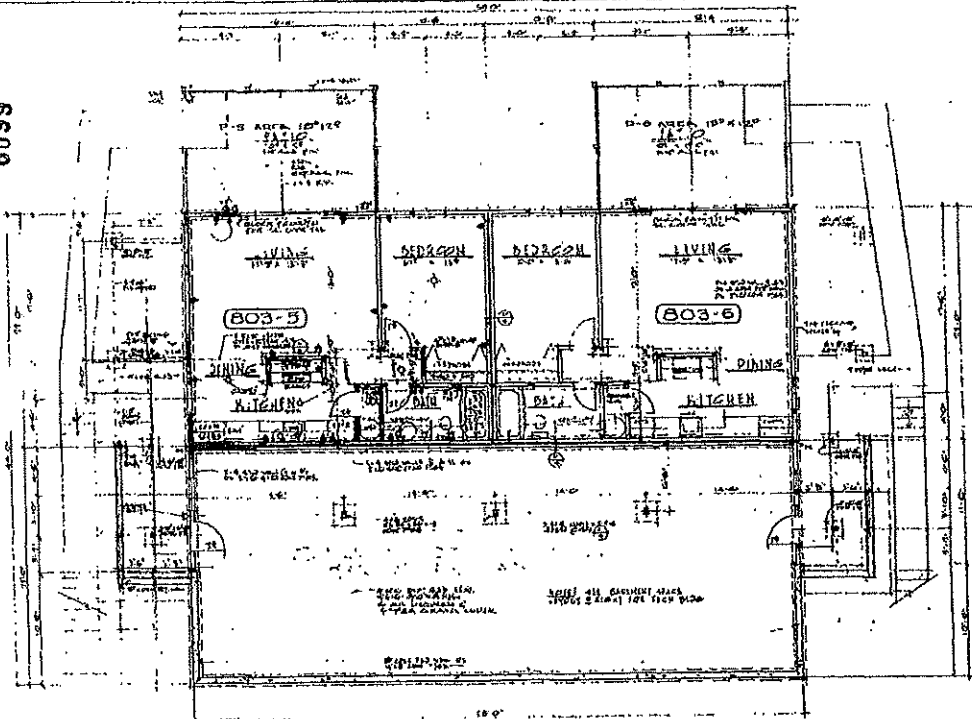
PLUMBING SYMBOLS
 PLUMBING SYMBOLS
 PLUMBING SYMBOLS



CLIVE KIRKLE AIA
 ARCHITECT
 1100 S. 10TH ST.
 DENVER, CO 80202
 KING CITY ADULT COMMUNITY
 TOWARD ORION
 BUILDING 4
 DATE: JAN 22, 2014

Sheet 203 of 408

6099

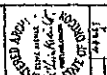
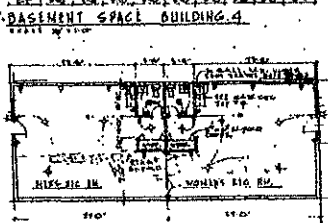
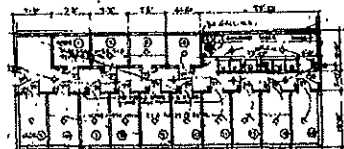
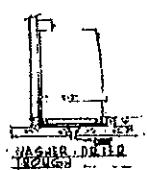


LOWER LEVEL FLOOR PLAN

SCALE 1/8" = 1'-0"

BLDG - 803

Small building elevations show up to exterior of roof from perspective.
 Widths of member will be 1/4".
 Distances of pipe walls between units will be 1/4" from center of
 respective member wall or wall offset.



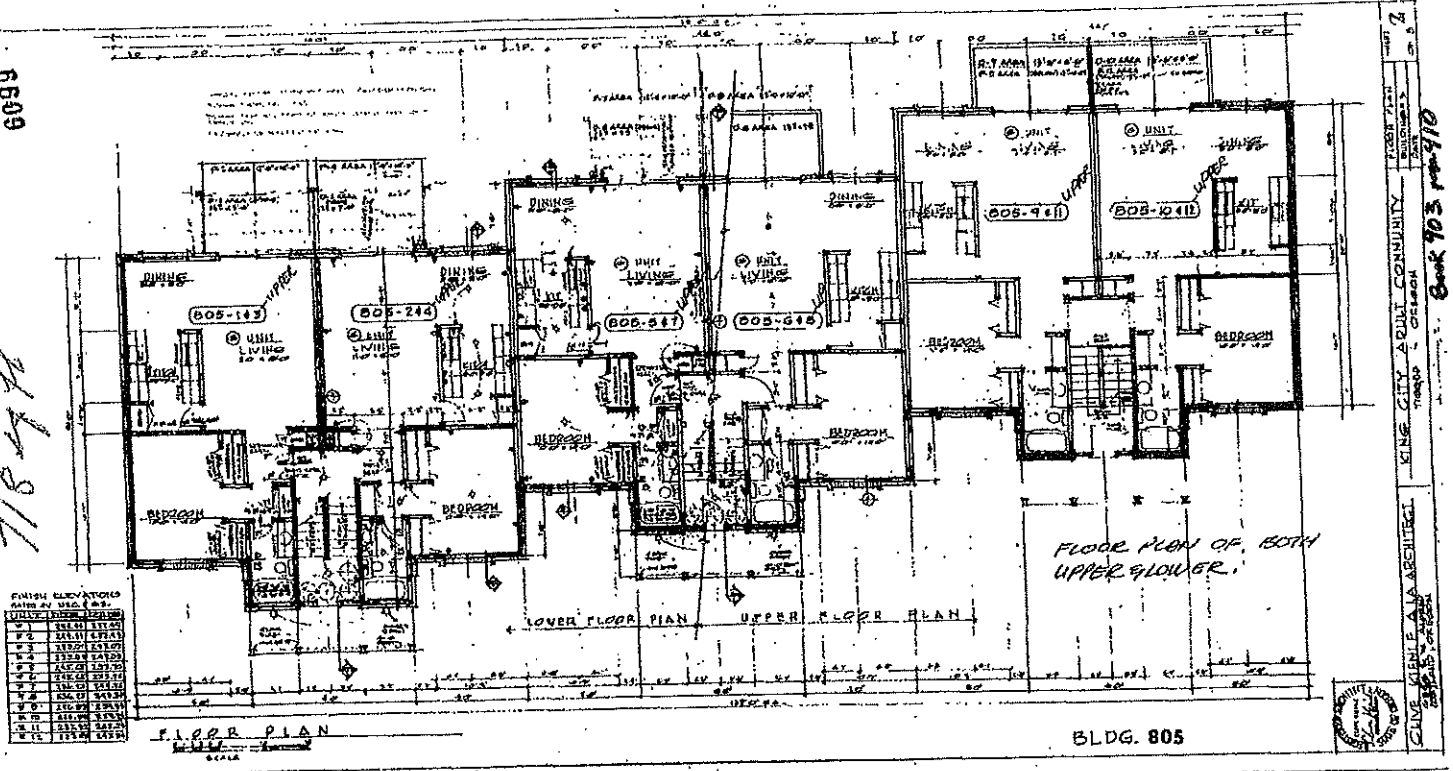
CLIVE KIRKLE AIA
 ARCHITECT
 1100 S. 10TH ST.
 DENVER, CO 80202
 KING CITY ADULT COMMUNITY
 TOWARD ORION
 BUILDING 4
 DATE: JAN 22, 2014

Sheet 203 of 408

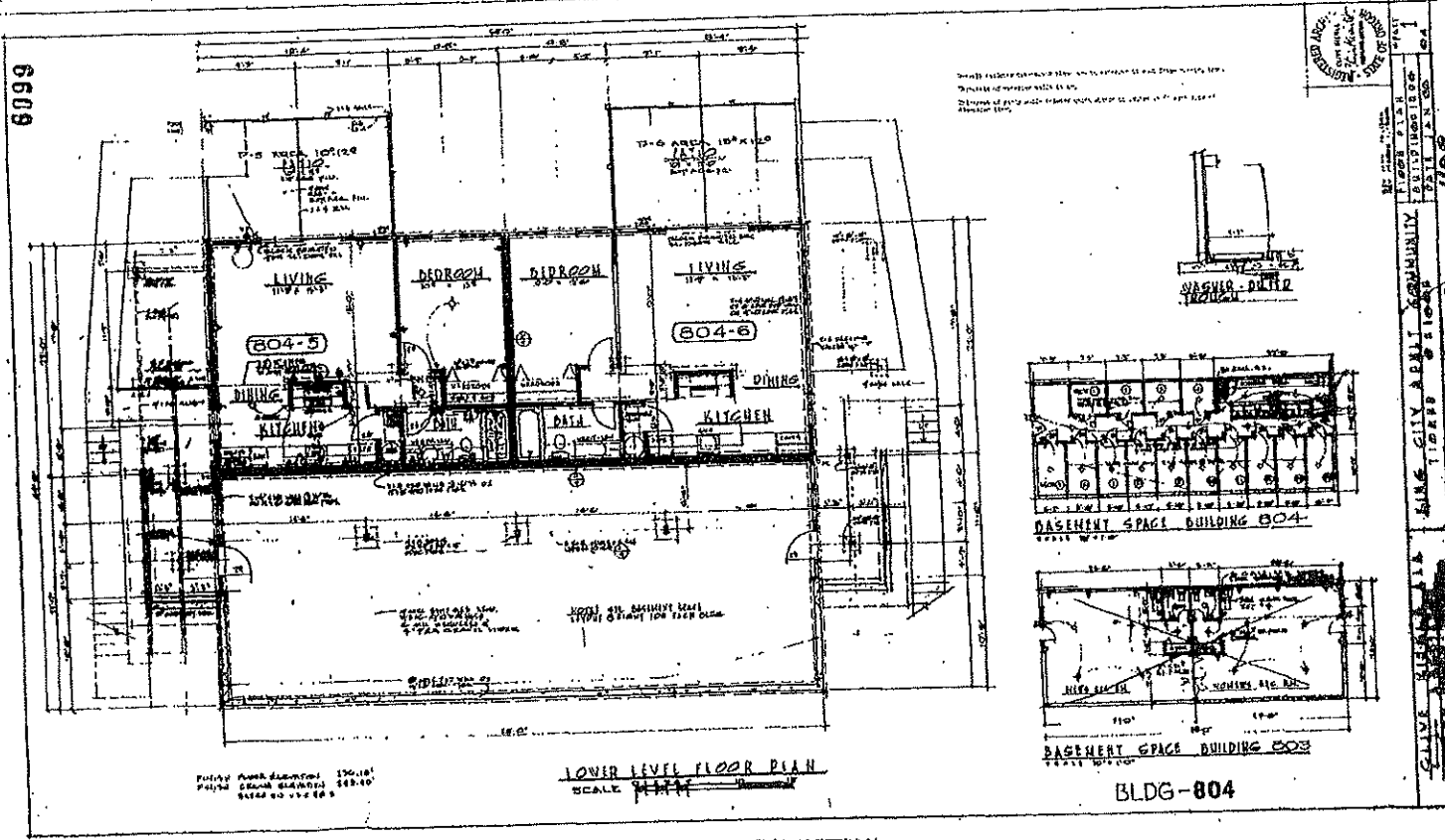
UPPER LEVEL FLOOR PLAN
 SCALE 1/8" = 1'-0"

6099

718474



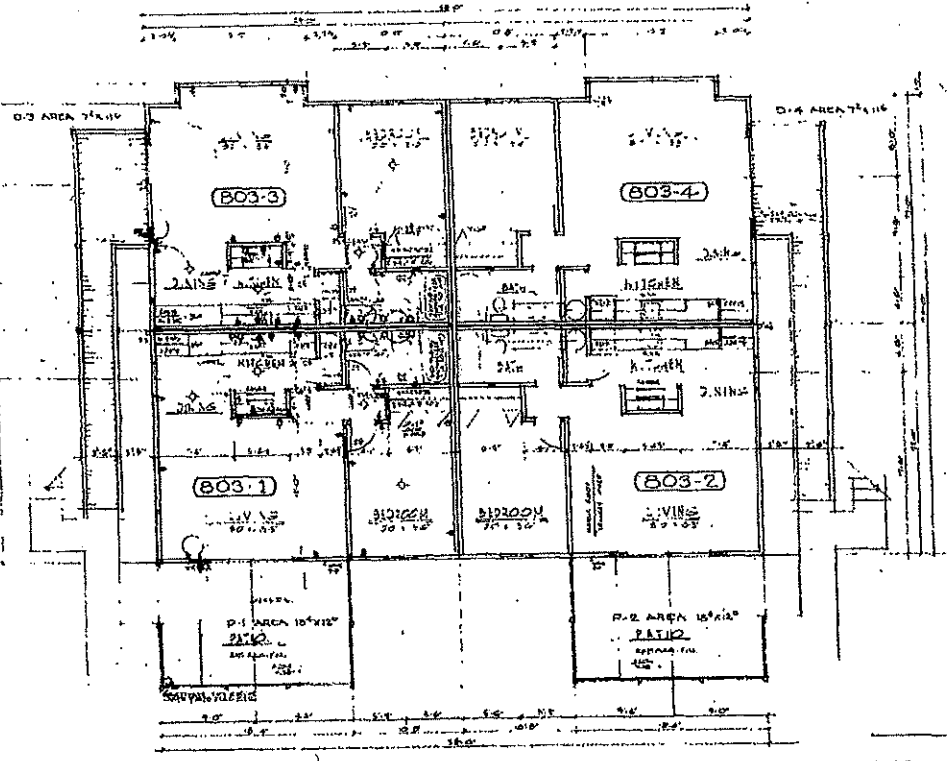
6099



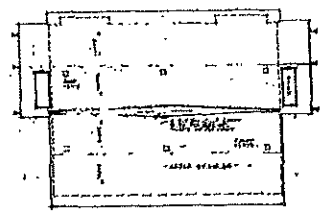
Book 903 page 910

Book 925 page 909

6099



UPPER LEVEL FLOOR PLAN SCALE 1/8" = 1'-0"



ROOF PLAN

FIN. FL. EL. 244.05
 FIN. CG. EL. 25' 55"
 BASED ON U.S.C. 4.5.

BLDG - 803

APPROVED FOR CONSTRUCTION

CLIVE KLENIEVALA KING CITY ADULT COMMUNITY CENTER

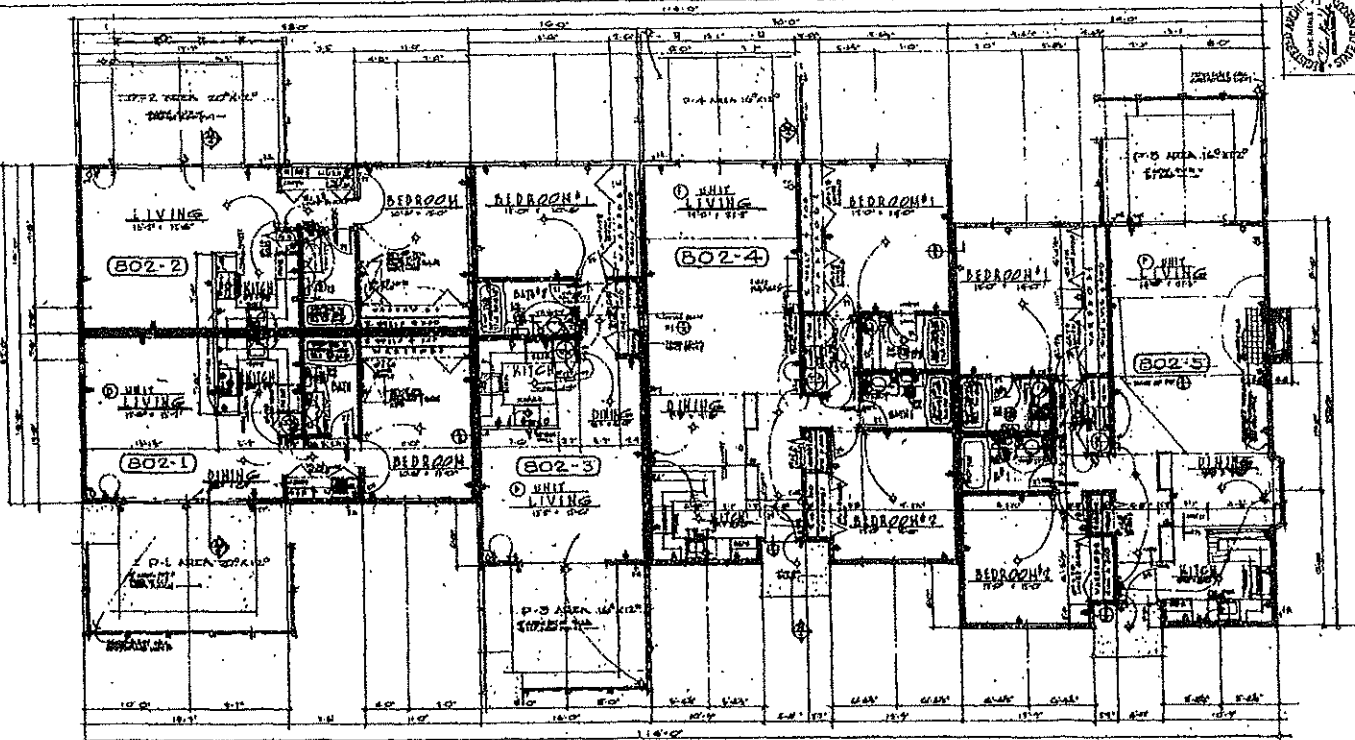
DATE: 11-15-55

BOOK 988 PAGE 406

DATE: 11-15-55

DATE: 11-15-55

6099



Overall building elevation shown on to exterior of wall from construction.
 Distance of center of wall is 15".
 Distance of center of wall between units within building is 15" less than of
 elevation line.

FLOOR PLAN - BLDG. 802

APPROVED FOR CONSTRUCTION

CLIVE KLENIEVALA KING CITY ADULT COMMUNITY CENTER

DATE: 11-15-55

BOOK 988 PAGE 406

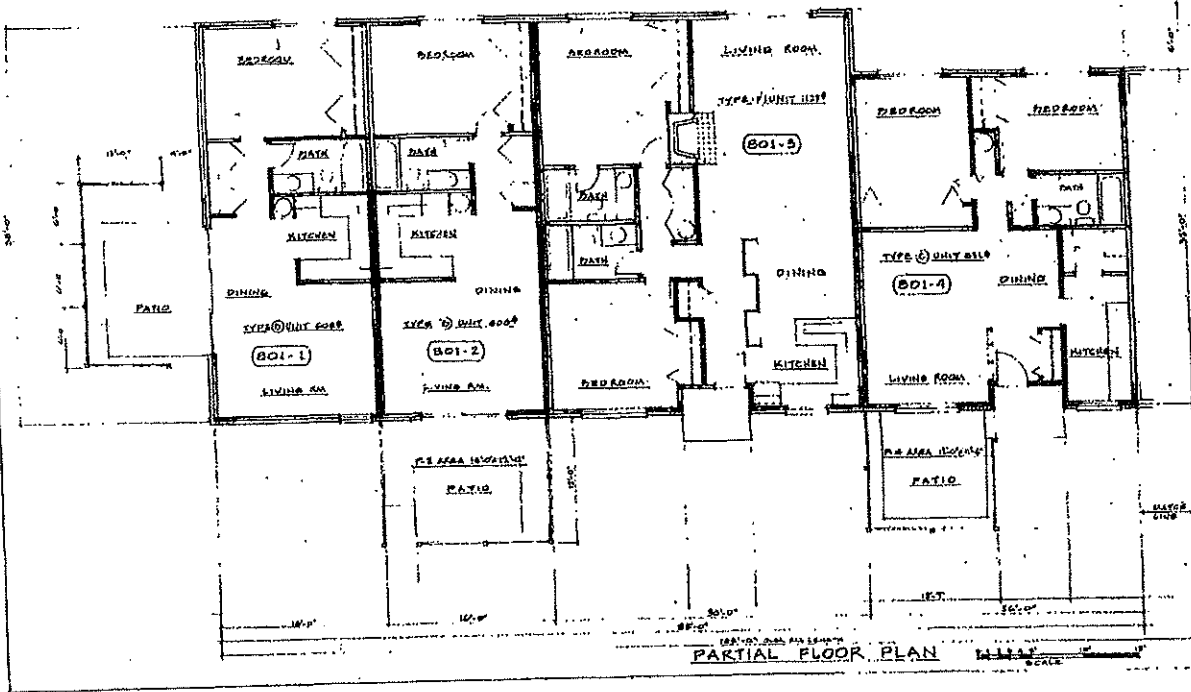
DATE: 11-15-55

DATE: 11-15-55

6099

LEVEL INDICATED BY DIMENSIONS OF FLOOR FINISHES.
DIMENSIONS OF ROOMS ARE AS SHOWN.
DIMENSIONS OF WALLS AND PARTITIONS ARE AS SHOWN.
DIMENSIONS OF DOORS ARE AS SHOWN.

P.A. AREA 15'-0" x 10'-0"
PATIO



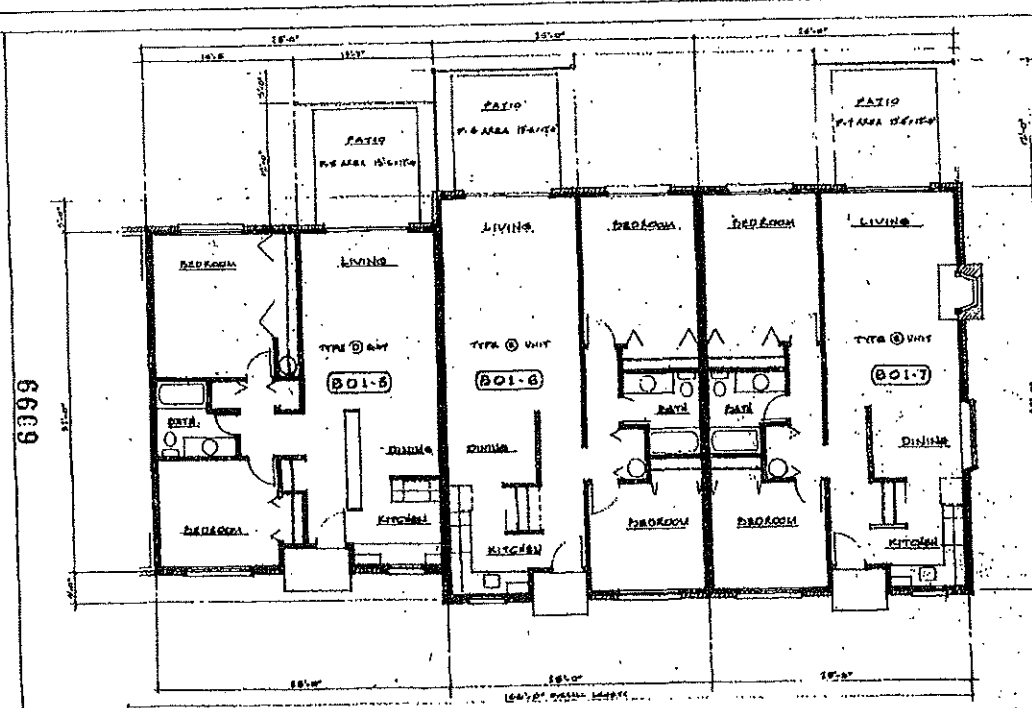
PARTIAL FLOOR PLAN

BLDG. 801

BOOK 903 PAGE 404

6399

BEFORE BUILDING, CONSULT WITH THE ARCHITECT FOR THE LOCATION OF ALL UTILITIES AND THE LOCATION OF ALL STRUCTURAL MEMBERS.
DIMENSIONS OF ROOMS ARE AS SHOWN.
DIMENSIONS OF WALLS AND PARTITIONS ARE AS SHOWN.
DIMENSIONS OF DOORS ARE AS SHOWN.

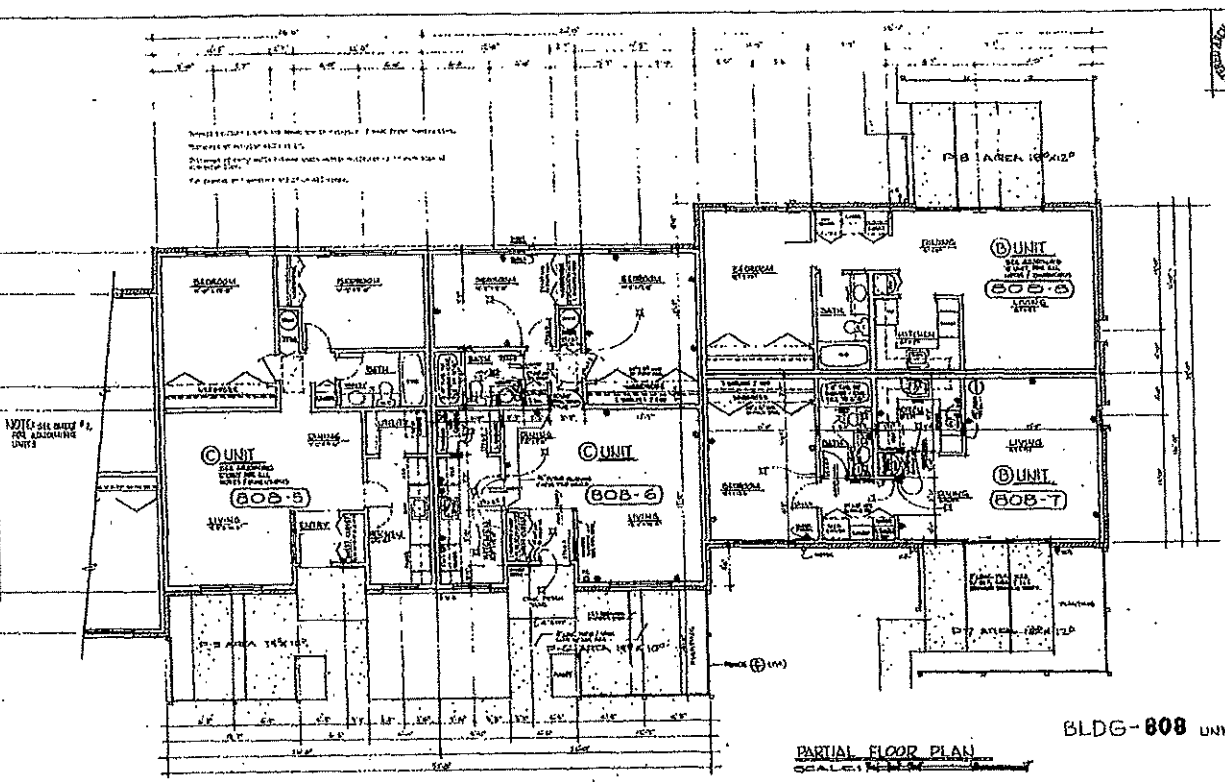


PARTIAL FLOOR PLAN

BLDG. 801


BOOK 903 PAGE 403

6099

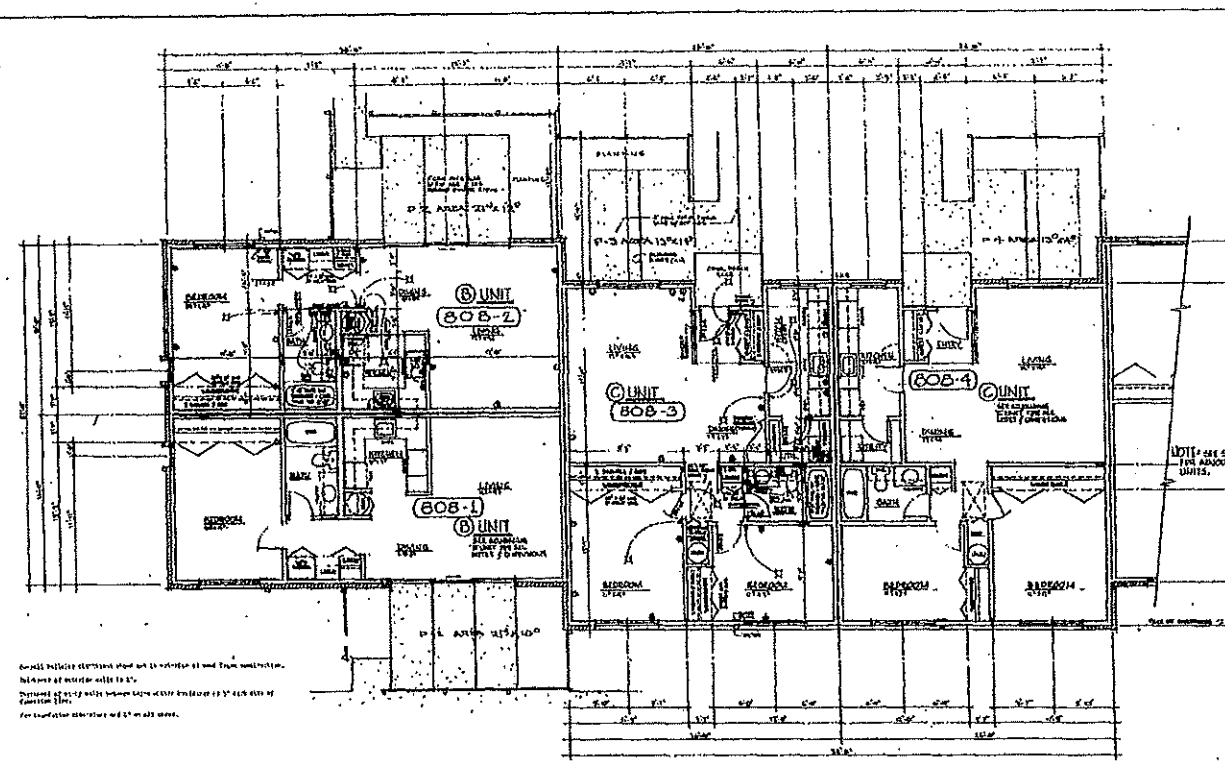


PARTIAL FLOOR PLAN
SCALE: 1/8" = 1'-0"

BLDG-808 UNITS 567D



 FLOOR PLAN
 BUILDING OF 5
 DATE: 1-17-77
 KING CITY ADULT COMMUNITY
 TRACY, CALIFORNIA
 CLIVE KIEMLE - A.L.A. ARCHITECT
 1000 N. 1ST ST.
 SACRAMENTO, CALIF. 95811
 Sheet 903 of 911

6099



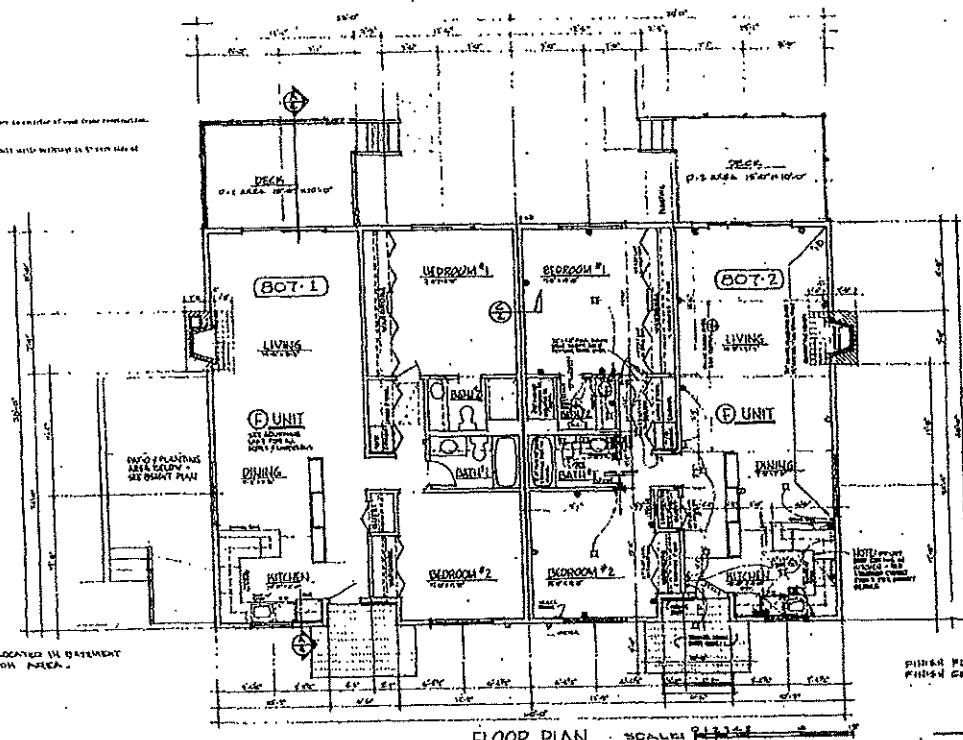
PARTIAL FLOOR PLAN
SCALE: 1/8" = 1'-0"

BLDG-808 UNITS 1234


 FLOOR PLAN
 BUILDING OF 5
 DATE: 1-17-77
 KING CITY ADULT COMMUNITY
 TRACY, CALIFORNIA
 CLIVE KIEMLE - A.L.A. ARCHITECT
 1000 N. 1ST ST.
 SACRAMENTO, CALIF. 95811
 Sheet 903 of 913

6099

Small building elevations shown are in elevation of wall from construction. Distance of exterior walls is 4' 6". Distance of any walls between units shall not be less than 6" from face of exterior wall.



REVISED 4-17-67

ARCHITECT'S SEAL

FLOOR PLAN
BUILDING NO. 7
DATE: 4-17-67

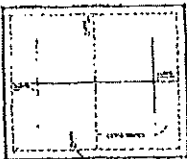
2

KING CITY ADULT COMMUNITY
TRAMP, OREGON

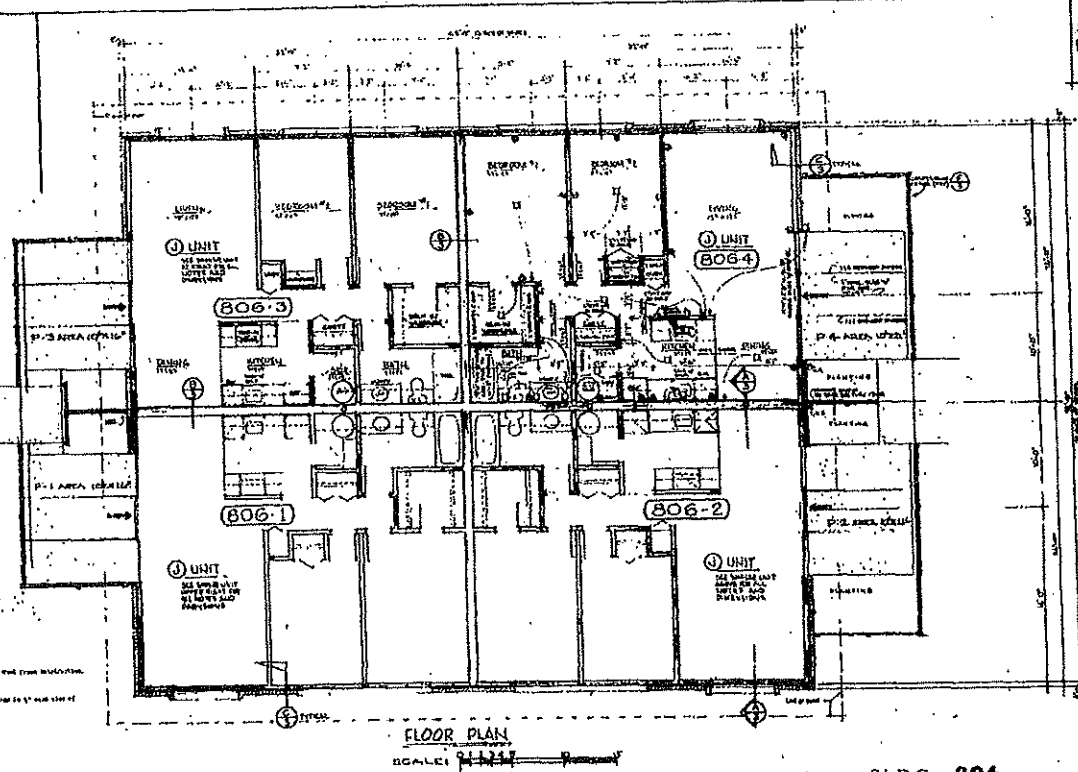
Book 903 pgs. 412

CLIVE KIENLE A.I.A. ARCHITECT
2022 S.W. ALAMO
PORTLAND, OREGON

6099



Small building elevations shown are in elevation of wall from construction. Distance of exterior walls is 4' 6". Distance of any walls between units shall not be less than 6" from face of exterior wall.



REVISED 4-17-67

ARCHITECT'S SEAL

FLOOR PLAN
BUILDING NO. 6
DATE: 4-17-67

2

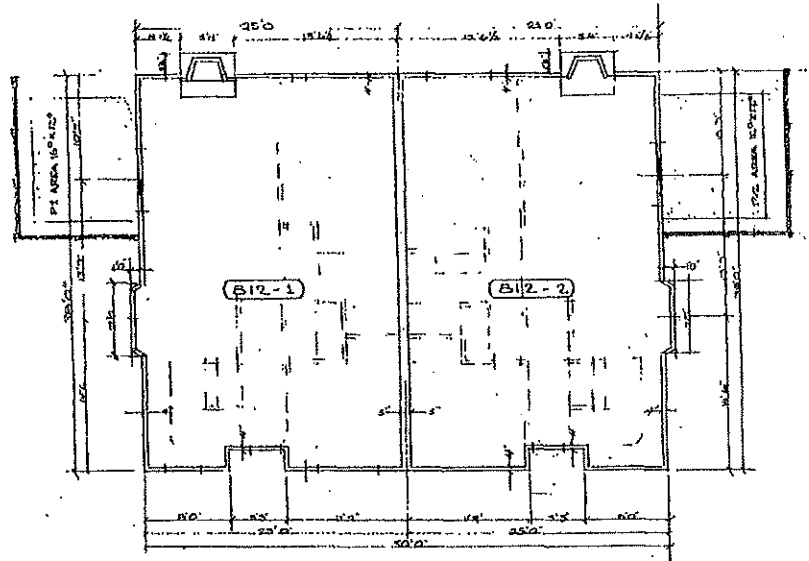
KING CITY ADULT COMMUNITY
TRAMP, OREGON

Book 903 pgs. 411

CLIVE KIENLE A.I.A. ARCHITECT
2022 S.W. ALAMO
PORTLAND, OREGON

6099

Small building structure shown on this plan is not to scale. Dimensions of structure are 10' x 10'. Dimensions of other walls are shown when building is shown on a plan of Building 101.



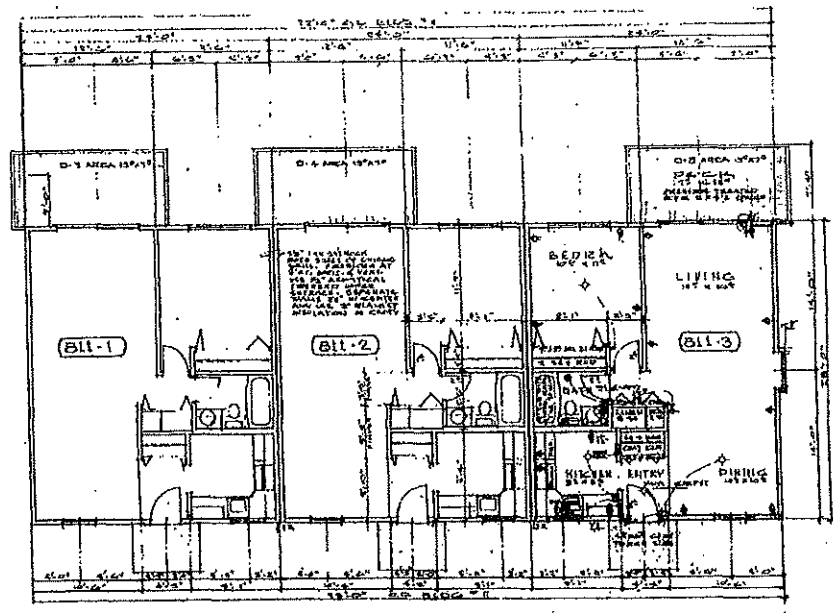
FLOOR PLAN
SCALE: 1/4" = 1'-0"

BLDG-812

2nd CAT page 418

6099

Small building structure shown on this plan is not to scale. Dimensions of structure are 10' x 10'. Dimensions of other walls are shown when building is shown on a plan of Building 101.



FLOOR PLAN
SCALE: 1/4" = 1'-0"

BLDG-811

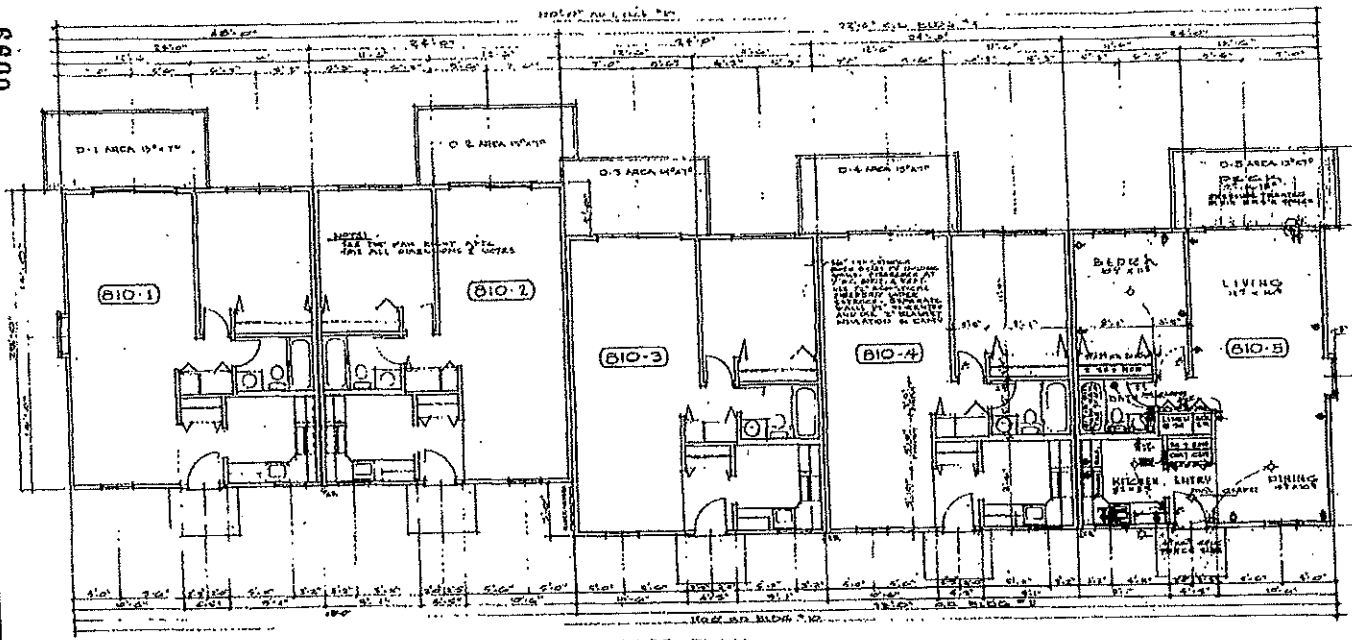
THIS FLOOR PLAN IS BASED ON USG & GS 200-20

2
FLOOR PLAN
BLDG-811
JAN 27, 1963
KING CITY ADULT COMMUNITY
TIGARD, ORE.
CLIVE KYLE
ARCHITECT
1425 GARDEN PORTLAND

Book 903 page 417



6099



FLOOR PLAN SCALE: 1/8" = 1'-0"

BLDG-810

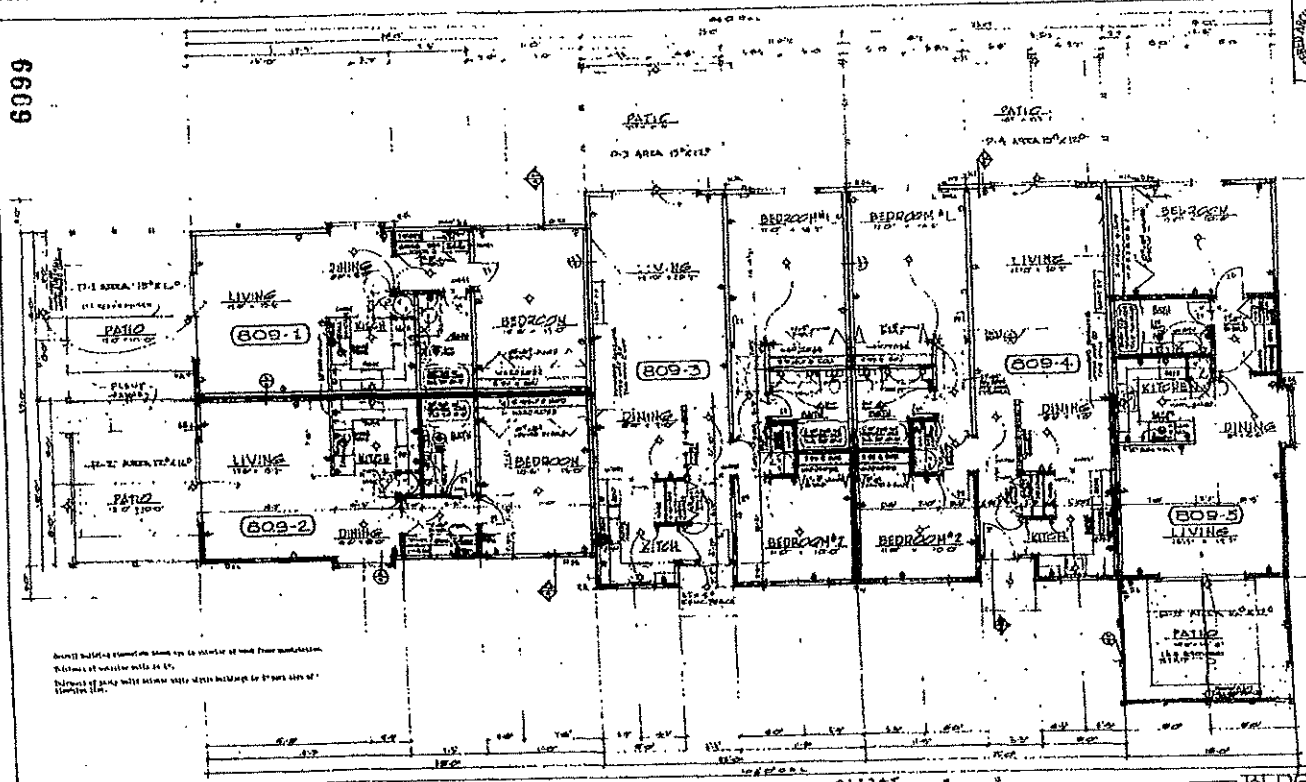
FINISH FLOOR ELEV. 285.72'
 FINISH CEILING ELEV. 180.02'
 S.E. BY J.S.C. & A.S.

All wall thicknesses shown are to exterior of wall frame construction.
 Thickness of window sills is 1".
 Thickness of door sills below walls shall be 1 1/2" unless otherwise noted.
 For foundation construction see S.P. 111-111.



BLDG PLAN SHEET 2
 KING CITY ADULT COMMUNITY
 CLIVE KIENLE, AIA
 TIGARD, OREGON
 JAN 22 1967
 SHEET 2 OF 2
 Bank 903 page 116

6099



FLOOR PLAN SCALE: 1/8" = 1'-0"

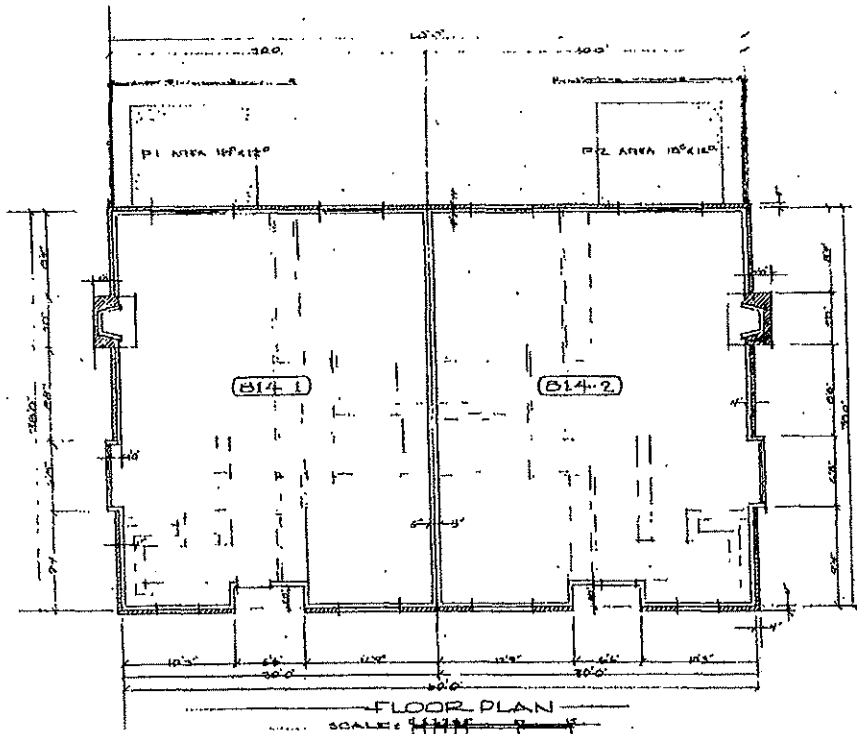
BLDG-809

All wall thicknesses shown are to exterior of wall frame construction.
 Thickness of window sills is 1".
 Thickness of door sills below walls shall be 1 1/2" unless otherwise noted.
 For foundation construction see S.P. 111-111.



BLDG PLAN SHEET 2
 KING CITY ADULT COMMUNITY
 CLIVE KIENLE, AIA
 TIGARD - OREGON
 JAN 22 1967
 SHEET 2 OF 2
 Bank 903 page 115

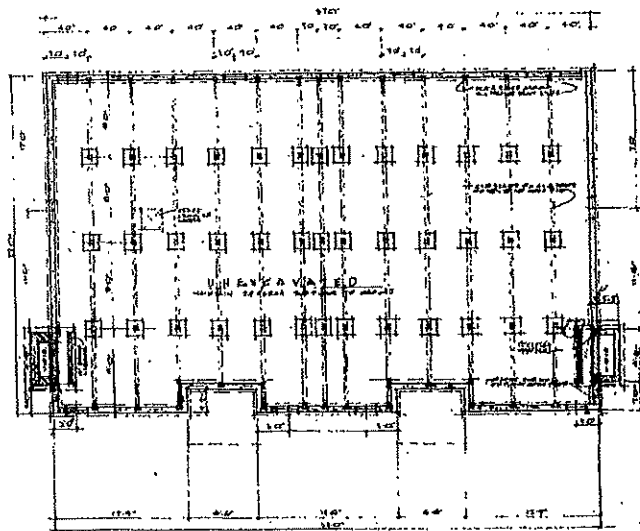
6609



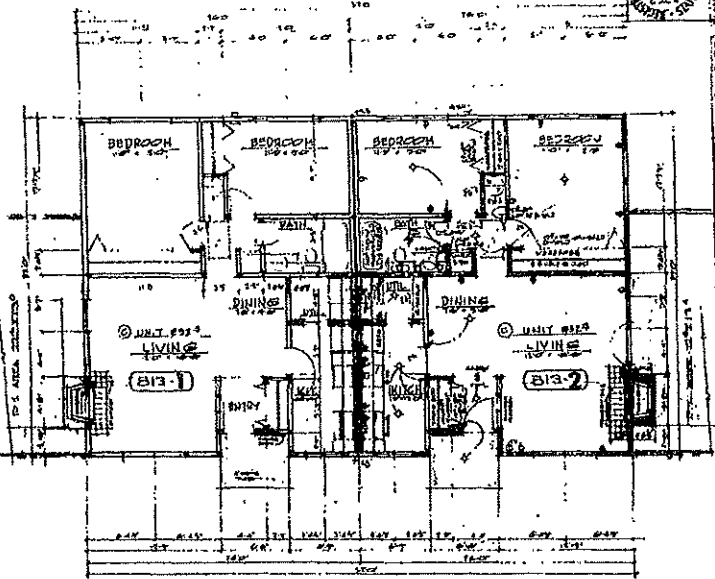
BLDG-814

Book 905

6609



FOUNDATION PLAN



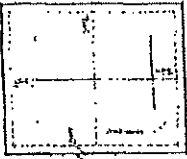
FLOOR PLAN

BLDG-813

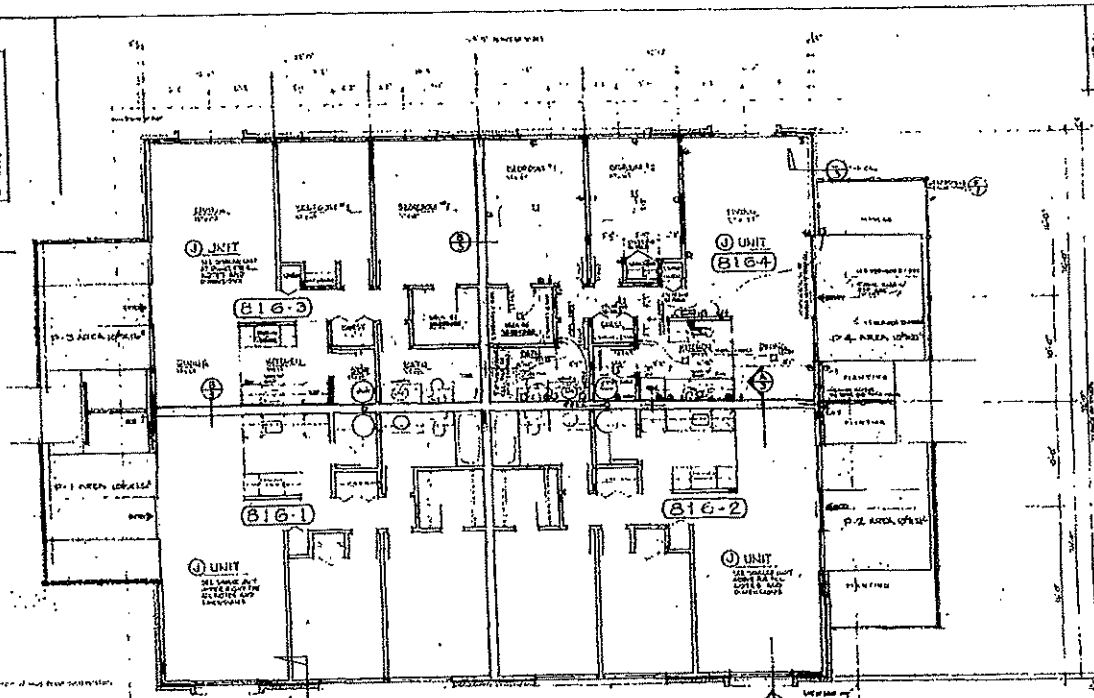
Architect building elevation shown for reference of field from construction.
 All dimensions of exterior walls to 1/2".
 Dimensions of party walls between units shall be taken to 1/2" on side of
 the unit shown.

6609
 KING CITY COMMUNITY
 TRAIL - CRISON
 PLANNING DEPARTMENT
 1974
 Book 905 page 019

6099



ROOF PLAN



FLOOR PLAN

SCALE: 1/8" = 1'-0"

BLDG - 816



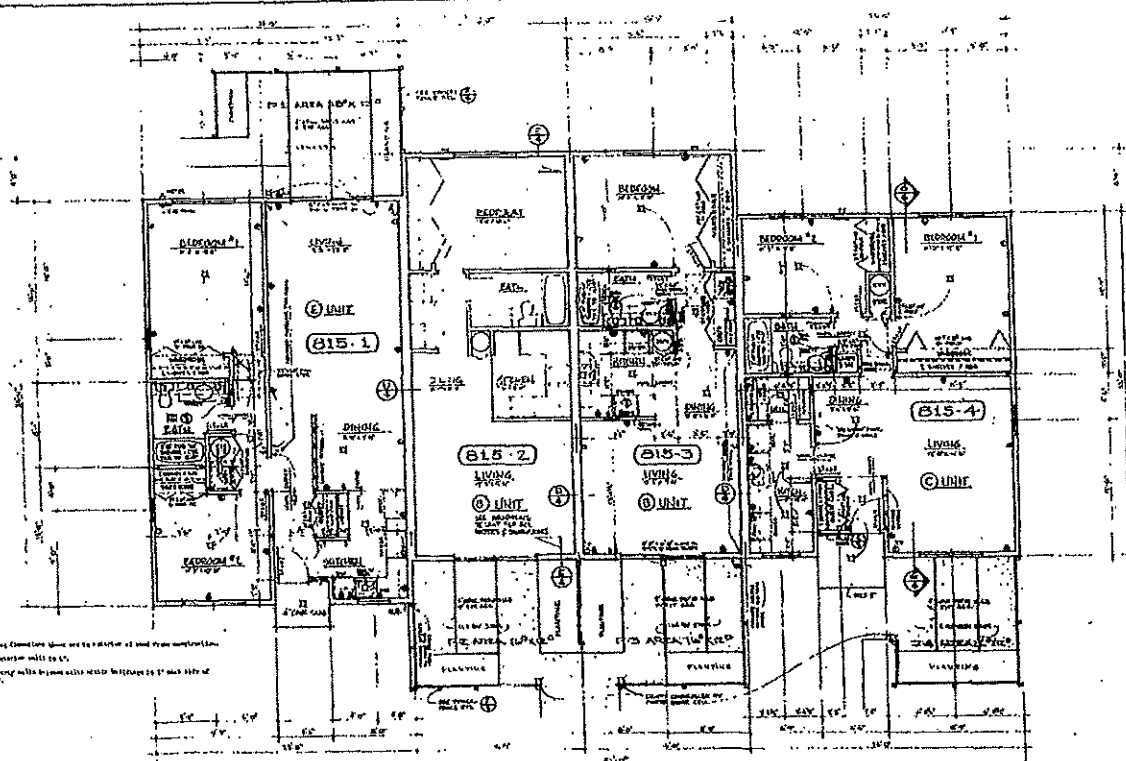
REVISED 4-19-67
FLOOR PLAN FOR THE
BUILDINGS OF 816-16
PROJECT 1312

CLIVE KIENE, A.I.A. ARCHITECT
402 S.W. 4TH ST.
MIAMI, FLORIDA

KING CITY ADULT COMMUNITY
THIRD - DESIGN

Book 703 Page 488

6099



FLOOR PLAN

SCALE: 1/8" = 1'-0"

BLDG. - 815 -



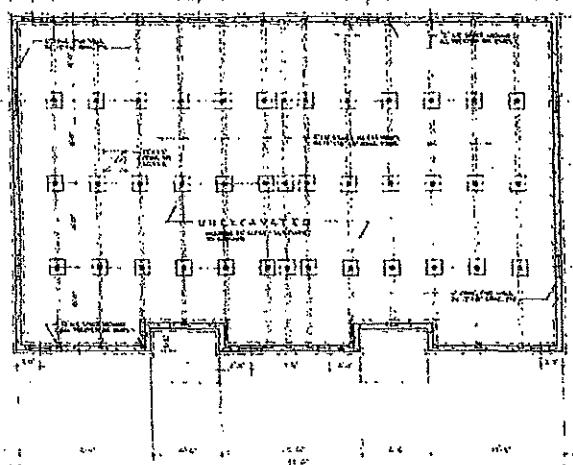
REVISED 4-19-67
FLOOR PLAN
BUILDING 815
DATE: 3-15-67

CLIVE KIENE, A.I.A. ARCHITECT
402 S.W. 4TH ST.
MIAMI, FLORIDA

KING CITY ADULT COMMUNITY
THIRD - DESIGN

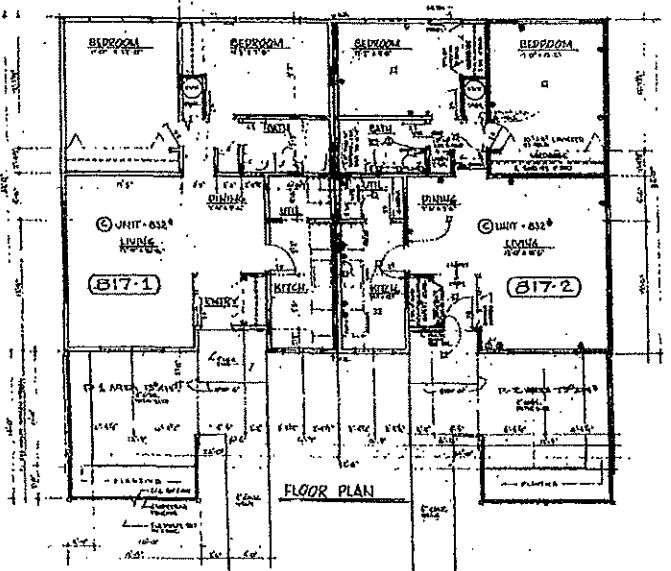
Book 703 Page 489

6099



FOUNDATION PLAN

Overall building dimensions shown are in accordance with floor construction.
 Minimum of 4" concrete walls 12" thick.
 Minimum of 6" brick walls below grade with 12" concrete to 2" above grade of finished floor.



FLOOR PLAN

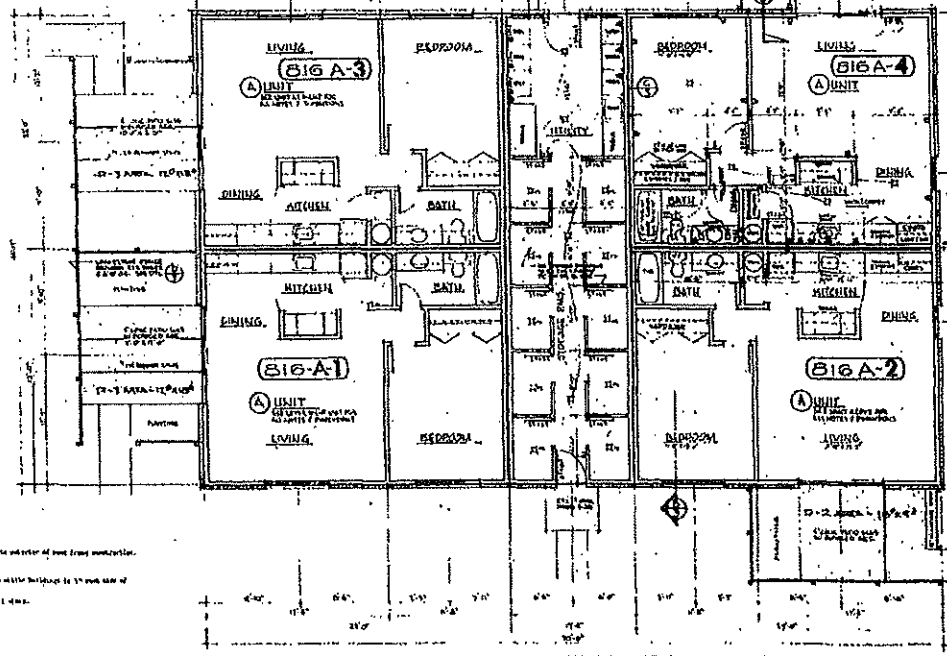
SCALE: 1/8" = 1'-0" — BLDG-817



FOUNDATION TO BE MADE
 IN ACCORDANCE WITH
 SECTION 1001.02
 KING CITY ADULT COMMUNITY
 TILLAMOOK, OREGON
 CLIVE KIENLE, A.I.A. ARCHITECT
 PORTLAND, OREGON

Book 903 page 281

6099



FLOOR PLAN

SCALE: 1/8" = 1'-0" — BLDG-816-A

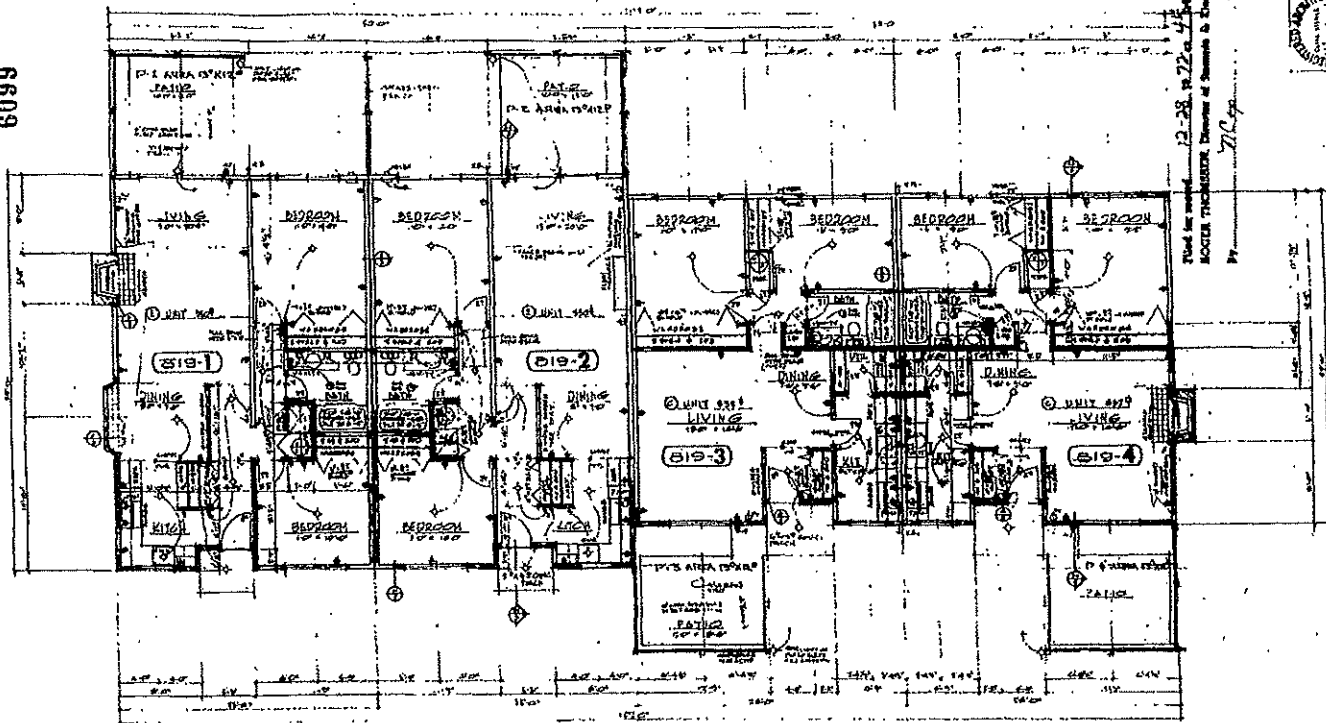
Overall building dimensions shown are in accordance with floor construction.
 Minimum of 4" concrete walls 12" thick.
 Minimum of 6" brick walls below grade with 12" concrete to 2" above grade of finished floor.
 For foundation elevations see 67-01-01-01-01.



FOUNDATION TO BE MADE
 IN ACCORDANCE WITH
 SECTION 1001.02
 KING CITY ADULT COMMUNITY
 TILLAMOOK, OREGON
 CLIVE KIENLE, A.I.A. ARCHITECT
 PORTLAND, OREGON

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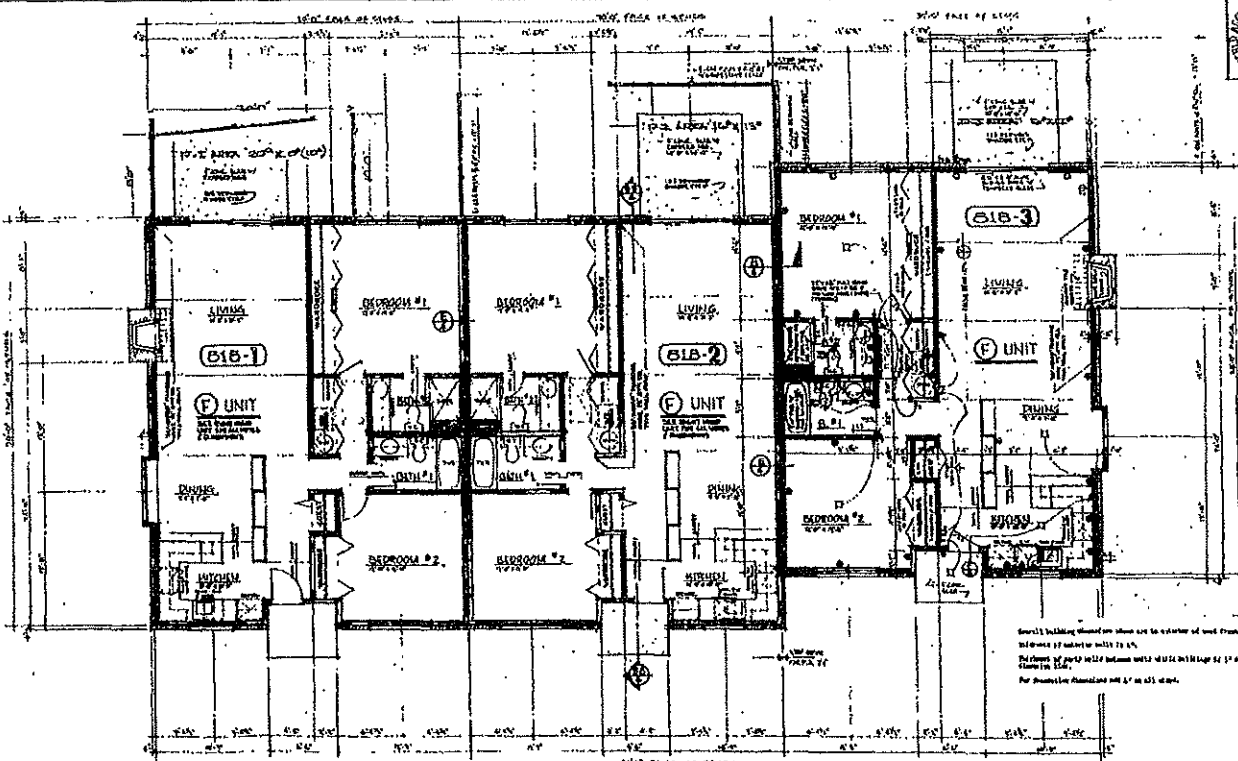
Small building dimensions shown are to exterior of load frame construction.
 Dimensions of smaller walls to 1/2".
 Dimensions of larger walls shown with a wall thickness of 12" and size of
 structural steel.

FLOOR PLAN
 SCALE: 1/8" = 1'-0" BLDG-819 -

Plot for record 12-28-28, 14-22-28
 ROBERT THOMPSON, Director of Streets & Curb
 718-57



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Small building dimensions shown are to exterior of load frame construction.
 Dimensions of smaller walls to 1/2".
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FLOOR PLAN
 SCALE: 1/8" = 1'-0" BLDG-818


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