## ASSOCIATION OF KING CITY TERRACE CONDOMINIUM UNIT OWNERS

## 1.0 PLAN OF UNIT CWNERSHIP

- 1.1 <u>Unit Ownership</u>. The project located in the City of King City, County of Washington, State of Oregon, known as KING CITY TERRACE CONDOMINIUM is submitted to the provisions of Oregon Revised Statutes, Sections 91.505 and 91.675.
- bylaws are applicable to the project, the owners, Association and the entire management structure thereof. (The term "project" as used herein shall include the land.)
- 1.3 Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person who might use the facilities of the project in any manner, are subject to the regulations set forth in these bylaws.

The mere acquisition or rental of any of the 29 units (hereinafter referred to as "Units") of the project or the mere act of occupancy of any of said Units will signify that these bylaws are accepted, ratified, and will be complied with.

- 2.0 MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES
- 2.1 Membership. 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.

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- 2.1.1 <u>Vote Weight</u>. 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 Terrace Condominium.
- 2.1.2 <u>Classes of Membership</u>. 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 of the Declaration of Unit Ownership 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 these Bylaws; 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 unanimously and in writing to the secretary of the Association; provided further, in no event shall more than one weighted vote be case 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 these Bylaws, 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, 1980.
- 2.2 Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean those owners holding over 50% of the votes (common elements) in accordance with the percentage assigned in the Declaration of Unit Ownership. "Majority of owners present" shall mean owners holding over 50% of the votes present in person or by proxy at any legal meeting.
- 2.3 Quorum. Except as otherwise provided in these bylaws, the Unit Owners present at a meeting of the membership in person or by proxy shall constitute a quorum.
- Proxies must be filed with the secretary before the appointed time of each meeting. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. Voting may be by proxy ballot, as the directors may elect, rather than at a formal meeting.
- vote and this shall be true if they have leased their premises to a third party. An owner's right to vote may not be revoked. A purchaser under a land sale contract entitled to immediate possession of the premises shall be deemed the owner of the premises.

- 3.1 Association Responsibilities. The owners of the Units will constitute this Association of King City Terrace Condominium Unit (hereinafter referred to as "Association") who will have the responsibility of administering the project. approving the annual budget, establishing and collecting monthly assessments and, ix required, arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided in the Declaration of Unit Ownership or these Bylaws, decisions and resolutions of the Association shall require approval by a majority of owners present at any legal meeting or meeting called for ballots. A legal meeting is one duly called pursuant to these Bylaws. The voting members present in person or by proxy shall constitute a quorum. A legal vote by ballot will require return of ballots of over 50% of the votes of owners.
- 3.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.
- 3.3 <u>Initial Meeting</u>. The initial organizational meeting will be held promptly after the closing of the escrow conditioned upon the sale of not fewer than 15 of the Units pursuant to notice to each owner of a Unit given not less than seven (7) days before the meeting as to the time and place thereof.
- 3.4 Annual Meetings. The first annual meeting of the Association shall be held in the year 1974 and shall be set by action of the Board of Directors. This meeting, at the discretion of the Board of Directors, may be changed, from time to time, but

must be held annually under the rules and regulations as set out in these bylaws. At such meetings there shall be elected by ballot of the Unit owners a Board of Directors in accordance with the requirements of Section 4.5 of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

- 3.5 Special Meetings: It shall be the duty of the president to call a special meeting of the Unit owners as directed by resolution of the Board of Directors or upon a petition signed by 10% of more of the owners and having been presented to the secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all the Unit owners or as otherwise set out in these Bylaws.
- 3.6 Notice of Meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting or meeting by ballot, stating the purpose thereof as well as the time and place where it is to be held, to each Unit owner of record at least five (5) but not more than sixty (60) days prior to such meeting or balloting. The mailing shall be to the address last given the secretary in writing by the Unit owner or his vendee. If unit ownership is split or being sold on a contract, all shall be given notice. If no address is given, then mailing to the condominium Unit shall be sufficient. The mailing of a notice in the manner provided in this Section shall be considered notice served.
- 3.7 Adjourned Meetings. If any meeting of Unit owners cannot meet because a quorum has not attended, the owners who are present, either in person or by prexy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

- 3.8 Order of Business. The order of business at all meetings of the owners of Units shall be as follows:
  - Roll call.
  - Proof of Notice of meeting or waiver of notice.
  - Reading of minutes of preceding meeting.
  - Reports of officers.
  - Reports of committees.
    Election of inspectors of election.
    Election of directors.

  - Unfinished business.
  - New business.

#### 4.0 BOARD OF DIRECTORS

- 4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of six (6) persons, or more, as the existing directors unanimously agree, each of whom must be owners of an interest in a Unit in the project, provided that husband and wife may not serve as directors simultaneously. Directors shall serve without pay.
- 4.2 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.
- 4.3 Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following:
  - 4.3.1 Care, upkeep and surveillance of the project and the general common elements and the limited common elements, if any.
  - 4.3.2 Designation and collection of periodic assessments from the owners in accordance with these Bylaws and the Oregon Unit Ownership Law.
    - 4.3.3 Payment of all common expenses of the

Association and setting up of a voucher system for such payment acceptable and approved by the Board of Directors with the proper number of signatories thereon as otherwise designated by the Board.

- 4.3.4 Designation, hiring and dismissal of the personnel necessary for the maintenance and operation of the project, the general common elements and the limited common elements, if any.
- 4.3.5 Lease, sublease or hypothecate in any manner the general or limited common elements of the condominium which have or may have any income producing potential.
- 4.3.6 Promulgation and enforcement of rules of conduct of condominium owners, employees, and invitees and the use or restrictions thereof relative to all common elements.
- 4.4 Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 4.3. The managing agent shall have the right to contract with or lease from any Unit owner, for the management of said Unit, individually or collectively with the other Unit Gwners.
- 4.5 Election and Term of Office. At the initial meeting of the Association the term of office of two directors shall be fixed for three (3) years. The term of office of two directors shall be fixed at two (2) years, and the term of office of two directors shall be fixed at one (1) year. Should more directors be added, the same sequential election terms shall

apply as near as is practicable. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three (3) years. The directors shall hold office until their successors have been elected and hold their first meeting. (If a larger Board of Directors is contemplated, the termsof office should be established in a similar manner so that the terms of at least one-third of the directors will expire annually.

- 4.6 <u>Vacancies</u>. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected for the unexpired term at the next annual meeting of the Association.
- 4.7 Removal of Directors. At any legal regular or special meeting, any one or more of the directors may be removed with or without cause by a majority of the owners and a successor may be then and there elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.
- 4.8 Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

- of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

  Notice of regular meetings of the Board of Directors may be called by the chairman on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which to the shall state the time, place (as hereinabove provided) and purpose of the meeting.
  - of Directors may be called by the chairman or secretary or on the written request of at least three (3) directors. Special meetings of the Board of Directors may be called on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.
  - 4.11 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
  - 4.12 Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting shall be the acts of the Board of Directors. If, at any meeting of the Board of

Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.13 Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fiderity bonds. The premiums on such bonds shall be paid by the Association.

#### 5.0 OFFICERS

- 5.1 <u>Designation</u>. The principal officers of the Association shall be a chairman, a secretary, and a treasurer, all of whom shall be elected by the directors. The directors may appoint an assistant treasurer and an assistant secretary, and any such other officers as in their judgment may be necessary. Officers shall serve without pay.
- 5.2 Election of Officers. The officers of the Association may be elected by the Board of Directors at the organization meeting of each new Board or any Board meeting thereafter, and shall hold office at the pleasure of the Board.
- 5.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular or special meeting of the Board of Directors.
- 5.4 <u>Chairman</u>. The Chairman shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all

- 5.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.
- 5.6 Treasurer. The Treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.
- 5.7 <u>Directors as Officers</u>. Any director may be an officer of the Association.

## 6.0 ADMINISTRATION, ASSESSMENTS, LIENS

6.1 The Board of Directors of the Association 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 to raise by assessment

against the Units, funds to pay the common expenses contemplated by the Declaration of Unit Ownership.

- acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is and shall be deemed to covenant and agree to pay all assessments assessed pursuant to the terms of the Declaration of Unit Ownership, or the provisions of these Bylaws. The assessments shall be levied in amounts prorated among the several Units according to the percentage of undivided interest in each in the common elements. Until modified by action of the Board of Directors, the monthly assessment levied against the respective Units shall be not more than the maximum initial monthly assessment designated in Section 3.2 of the Declaration.
- 6.3 The Assessments set by the Association shall be collected by the Association through its Board of Directors and by the directors held and utilized only for the purpose of paying common expanses as the term is used in the Declaration of Unit Cwnership. The Association shall be obligated to expend all assessments paid by the Unit owners for the purposes described in this Section as a condition of the agreement by the Unit owners to pay such assessments.
- 6.4 Funds received by the Association through assessments paid shall be expended by the Association only when it has billed, or has received a bill, for property or services, provided by it or others, which are within the scope of the purposes for the assessments, as defined in Section 6.3. The Association shall not expend any paid assessments for any other purpose, and no Unit owner shall have any personal interest in assessments paid, or levied but unpaid, nor any right to withdraw or assign any portion of accrued and unexpended assessments on hand with the Association.
  - 6.5 In the event of the dissolution of the Association,

- 6.6 All sums assessed by the Association, but unpaid, for the share of the common expenses and utility services charge-able to any Unit shall constitute a lien on such Unit as defined in the Declaration of Unit Ownership, and the directors of this Association shall have all authority contemplated by the provisions for such lien and its foreclosure.
- 6.7 All a reements and determinations lawfully made by the Association in accordance with the weighted voting percentages established pursuant to Section 2.1 shall be deemed to be binding on all Unit owners, their successors and assigns.

#### 7.0 RIGHT OF ENTRY

- 7.1 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 of 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.
- 7.2 A Unit owner, lessee or occupant, shall permit the Association, or their representatives, when so required, to enter his Unit for the purpose of performing maintenance functions, 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.

#### 8.0 USE OF UNITS - INTERNAL CHANGES

8.1 All Units shall be utilized for residential living only. Common elements shall continue as such; provided, however,

the Board of Directors shall have the right to expand any common area functions to include any compatible income-producing activity.

8.2 An owner shall not make structural modifications or alterations in his Unit or installations located therein without previously notifying the Association in writing, through the management agent, if any, or through the chairman of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

#### 9.0 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

9.1 An owner shall not place or cause to be placed in the lobbies, ramps, vestibules, stairways, and other general common elements and facilities of a similar nature, any furniture, packages or objects of any kind. Both general and limited common elements shall be used for no purpose other than what is normal thereto.

#### 10.0 AMENDMENTS TO BYLAWS

in a duly constituted meeting or ballot meeting called for such purpose and no amendment shall take effect unless approved by owners holding 75% or more of the percentage voting rights as otherwise set forth in the Declaration of Unit Ownership and until a copy of the bylaws as amended, certified by the chairman and secretary of the Association is recorded.

#### 11.0 COMPLIANCE

13.1 These bylaws are set forth to comply with the requirements of the Oregon Unit Ownership Law, which are

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incorporated herein. In case any of these bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

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12.0 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS.

12.1 The Association shall indemnify any director. officer, employee or agent who was or is a party or is threatened to be made a party to any civil, criminal, administrative or investigative proceeding (other than an action by the Association) by reason of the fact that he is or was a director, officer, employee or agent of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that a person did not act in good faith and in a manner which he reasonbaly believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association should it be

### 13.0 SUITS AND ACTIONS

13.1 In the event suit or action is commenced by the directors for the collection of any amounts due pursuant to these Bylaws or for the enforcement of any provisions of these Bylaws or of the Oregon Unit Ownership Law, the owner or owners, jointly and severally, will in addition to all other obligations, pay the costs of such suit or action including a reasonable attorney's fee to be fixed by the trial court and in the event of an appeal, of the costs of the appeal, together with a reasonable attorneys' fee in the appellate court to be fixed by such court. In any foreclosure suit against a Unit, the Unit owner or owners may be required to pay a reasonable rental for the Unit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect the rent.

#### 14.0 INCORPORATION

14.1 At such time as incorporation of the Association may be permissible under Oregon law, then by unanimous vote of its Board of Directors, the Association may be incorporated under Chapter 62, Oregon Revised Statutes as a non-profit corporation. In such event the articles and bylaws of the incorporated Association shall conform as far as legally permissible to the provisions of these Bylaws, but in no event shall the Declaration of Unit Ownership be modified by such incorporation without

complying with the provisions thereof for amendment. Upon such incorporation every member of the Association shall be a member of the corporation with the rights and privileges to which he is entitled as a member of the Association prior to incorporation insofar as legally permissible. Such incorporation shall not change the status of any assessment made prior to the date of . such incorporation by the Board of Directors of the Association. In the event of such incorporation, the incorporated Association shall succeed to the rights and shall be responsible for all liabilities of the Association. Upon the organization for business of such corporation in accordance with ORS, Chapter 62, and upon the filing with the appropriate recording officer of Washington County of a copy of the Articles of Incorporation, the authority of the manager as trustee and the authority of the Board of Directors to act on behalf of the unincorporated Association shall terminate and the members of the Board of Directors shall execute appropriate documents of transfer and conveyance with respect to property, if any, owned by the Board of Directors on behalf of the unincorporated Association.

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It is hereby certified that these bylaws have been adopted by
the directors of ASSOCIATION OF KING CITY TERRACE CONDOMINIUM
UNIT OWNERS and by TUALATIN DEVELOPMENT COMPANY, INC.,
developer of KING CITY TERRACE CONDOMINIUM and presently the owner
of all units therein.

Dated this 8th day of November, 1974.

TUALATIN DEVELOPMENT CO., INC.

Y Deald Co

BY Secretary

STATE OF OREGON )

ss

County of Washington )

Personally appeared R. B. Sorensen and Robert Luton who, being first duly sworn, did say that he, R. B. Sorensen is the President and that he, Robert Luton, 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.

Notary Public for Oregon

My commission expires:

BOOK 1003 PAGE 179

	after date, I (or if mo	n, December 3rd, 19 74 ore than one maker) we jointly as
everally promise to pay to the order of VALCO P.	ROPERTIES	
	at 432 E.Baseline,	Hillsboro, Oregon
gight Hundred and no/100		DOLLAR
ith interest thereon at the rate of the ner attitum from	COUTE GGE	tiptil poid: interdet in no mi
th interest thereon at the rate of	ncipal and interest, at the option of time. If this note is placed in the collection costs, even though no	of the holder of this note, to become imm he hands of an attorney for collection, I! o suit or action is filed hereon; if a suit its in which the suit or action, including a

STATE OF OREGON DEXED

County of Washington

1, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Con-veyances for said county, do heaeby certify that the within instrument of writing was received and recorded in book of records

No. ....of said County

Witness my hand and seal affixed. ROGER THOMSSEN, Director of Records & Elections

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FORM No. 216-PROMISSORY NOTE.

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STATE OF OREGON DEXED

County of Washington

1, Roger Thomasen, Director of Records and Elections and Ex-Officia Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No. of said County

Witness my hand and seal affixed.

ROGER THOMSSEN, Director of Records & Elections

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AMENDMENT TO THE BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF

#### KING CITY TERRACE CONDOMINIUM

Pursuant to Article 10.0 of the Bylaws of the King City Terrace Condominium Association and in accordance with the Oregon Condominium Act, Article 4.0, Section 4.1 of the Bylaws is amended to read as follows:

#### 4.0 BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, or more, as the existing directors unanimously agree, each of whom must be owners of an interest in a Unit in the project, provided that husband and wife may not serve as directors simultaneously. Directors shall serve without pay.

We hereby certify that the above amendment to the Bylaws of the King City Terrace Condominium Association was adopted at a duly called meeting of the Association of Unit Owners by a vote in excess of 75% of the owners of units within the condominium on the 28th day of May, 1987.

Warold Lawson, Chairman

Tuila Densmore, Secretary

STATE OF OREGON

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County of Washington)

Personally appeared Harold Lawson and Twila Densmore, who, being duly sworn, each for himself and not one for the other, did say that the former is the chairman and that the latter is the secretary of the King City Terrace Condominium Association, and that said instrument was signed in behalf of the Association by authority of its unit owners; and each of them acknowledged said instrument to be its voluntary act and deed.

DATED this 29th day of May , 198

Notary Public for Oregon My Commission Expires: 8-28-90

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The foregoing Amendment to Bylaws is approved pursuant to ORS 94.152 this 8th day of July, 1987.



MORELLA LARSEN
Real Estate Commissioner
By Alberta Raetable

STATE OF OREGON

County of Washington

I, Donald W. Mason, Director of Assessment and Taxalion and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was roceived and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio County Clerk

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AMENDMENT TO THE BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF

KING CITY TERRACE CONDOMINIUM

Pursuant to Article 10.0 of the Bylaws of the King City Terrace Condominium Association and in accordance with the Oregon Condominium Act, Article 4.0, Section 4.5 of the Bylaws is amended to read as follows:

#### 4.0 BOARD OF DIRECTORS

4.5 Election and Term of Office. Each director shall be elected to serve for a two-year term, so that the term of not less than one-third of the directors shall expire annually. Directors shall hold office until their respective successors have been elected by the unit owners. 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 Terrace Condominium.

We hereby certify that the above amendment to the Bylaws of the King City Terrace Condominium Association was adopted at a duly called meeting of the Association of Unit Owners by a vote in excess of 75% of the owners of units within the condominium on the 28th day of May, 1987.

Handel & Carona Chairman

Juila Densmore, Secretary

STATE OF OREGON

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County of Washington)

Personally appeared Harold Lawson and Twila Densmore, who, being duly sworn, each for himself and not one for the other, did say that the former is the chairman and that the latter is the secretary of the King City Terrace Condominium Association, and that said instrument was signed in behalf of the Association by authority of its unit owners; and each of them acknowledged said instrument to be its voluntary act and deed.

DATED this 29th day of May

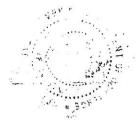
. 1987

Notary Public for Oregon

My Commission Expires: 8-28-90

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The foregoing Amendment to Bylaws is approved pursuant to ORS 94.152 this 8th day of July, 1987.



MORELLA LARSEN Real Estate Commissioner

By alberta Raethke

STATE OF OREGON

County of Washington

SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for sald county, do hereby cartily that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio County Clerk

1987 JUL 23 PM 3: 04

- AMENDMENT TO THE DECLARATION OF UNIT OWNERSHIP OF KING CITY TERRACE CONDOMINIUM

Pursuant to Article 7.11 of the Declaration of Unit Ownership of King City Terrace Condominium ("...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...") and in accordance with the Oregon Condominium Act, Article 7.3 of the Declaration is amended to read as follows:

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 (including, but not limited to, lessees or renters from Declarant) 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-five (55) years of age, or the spouse of a person at least fifty-five (55) 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.

We hereby certify that the above amendment to the Bylaws of the King City Terrace Condominium Association was adopted at a duly called meeting of the Association of Unit Owners by a vote in excess of 75% of the owners within the condominium on the 26th day of April, 1989.

DATE OF OREGON

County of Washington)

Personally appeared Ralph Blanchard and Erma Dingley, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of the King City Terrace Condominium Association, and that said instrument was signed in behalf of the Association by authority of its unit owners, and each of them acknowledged said instrument to be its volum tary act and deed.

15th day of May

SS.

Notary Public for Oregon /18/92 My Commission Expires:

The foregoing Amendment to the Declaration is approved pursuant to ORS 94.036 this 7th day of June, 1989.



MORELLA LARSEN Real Estate Commissioner

By alierta Raetake

Paturatos

Barker + Calkins Inc.

3216 SE. Milwankie

Portland, Or. 97202

STATE OF OREGON

**County of Washington** 

I, Donald W. Mason, Director of Assessment and Taxation and Excellent Recorder of Conveyances for said county, to thatby certily that the within infortunation of Widing was received and recorded in book of records of said county.

Doc: 89028982

Rect: 12664

10.00

06/27/1989 11:54:12AM



After recording please return to the Washington County Surveyor's Office 155 North First Avenue Suite 350, Mail Stop 15 Hillsboro, OR. 97124

Consideration in terms of dollars is \$100.00.

STATE OF OREGON

County of Weehington

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i, Jerry Barlanery, Differor of Assessment and Javathon and Beylinglo County Clerk for aid tought, its hersey sarily the the within inetransac of yearing lease-colvec and registed (its below of shakes of all county).

Garry R. Harson Director of Pages Stituth and Taxation, Ex-Office County Clerk

Doc: 99007973

Inv : 8007

01/21/1999 03:14:31pm

31.00

#### DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS, that KING CTTY TERRACE CONDOMINIUM UNIT OWNERS, hereinafter called the Grantors, do hereby grant to Washington County, a political subdivision of the State of Oregon, hereinafter called Grantee, for the use of the public as a public way forever, all that certain real property situated in the County of Washington and State of Oregon, shown on the attached Exhibit "B" and being more particularly described as follows:

PARCEL 1 - DEDICATION OF RIGHT-OF-WAY Described on Exhibit "A", attached hereto and by this reference made a part hereof.

Grantors hereby covenant to and with Grantee, that they are the owners of said property which is free from all encumbrances, except for easements, conditions and restrictions of record, and will warrant and defend the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

The True and Actual consideration received by Grantors for this conveyance, stated in terms of dollars is \$100.00.

To Have and to Hold, the above described and granted premises unto Washington County for the public forever for the uses and purposes hereinabove mentioned.

DEDICATION DEED 2S 1 9DD, T.L. #90000 [File #30] PAGE 1 OF 5

December 7, 1998 F\SHAREIXROW\2298BEND\2298-30Deed DOC/MLW/I

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IN WITNESS WHEREOF, the Grantors above named, by and through their President have caused this instrument to be duly signed this 2d day of January 1998

KING CITY TERRACE CONDOMINIUM UNIT OWNERS

By Janua A Cruz Faye A. Acree, President

STATE OF OREGON ) as County of Washington )

This instrument was acknowledged before me on this 20 day of January 1999, by Faye A. Acree, President of King City Terrace Condominium Unit Owners.

Notary Public CommissionExpires: MARCH 29, 2001

OFFICIAL SEAL NOTARY PUBLICIES ON COMMISSION NO. 082008 MY COMMIS

PAGE 2 OF 5

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Date: June 4, 1998

DEDICATION DEED 2S 1 9DD, T.L. #90000 [File #30]

December 7, 1998
F:\SHAREDROW\Z298BEND\Z298-30Dccd DOC/MLW/2

90-45946

# AMENDMENT TO THE BYLAWS OF UNIT OWNERSHIP OF KING CITY TERRACE CONDOMINIUM

Pursuant to Article 10.0 of the Bylaws of the King City Terrace Condominium, Incorporation, previously known as the King City Terrace Condominium Association, and in accordance with the Oregon Condominium Act, Article 3.0, Section 3.6, of the Bylaws is amended to read as follows: Book 1003, Page 166, 1974

3.6 Notice of Meetings It shall be the duty of the meeting by ballot, stating the purpose thereof as well as the time and place where it is to be held, to each Unit owner of record at least seven (7) but not more Unit owner of record at least seven (7) but not more than sixty (60) days prior to such meeting or balloting. The mailing shall be to the address last given the secretary in writing by the Unit owner or his vendee. If unit ownership is split or being sold on a contract, all shall be given notice. If no address is given, then mailing to the condominium unit shall be sufficient. The mailing of a notice in the manner provided in this Section shall be considered manner provided in this Section shall be considered notice served.

We hereby certify that the above amendment to the Bylaws of King City Terrace Condominium, Incorporated, previously known as King City Terrace Condominium Association was adopted by a vote in excess of 75% of the owners' weighted vote on July 20, 1990.

> Harold Lawson, Chair Margaret Miloson Margaret Nielsen, Secretary

STATE OF CREGON

County of Washington)

Personally appeared Harold Lawson and Margaret Nielsen, who, being duly sworn, each for himself and not one for the other, did say that the former is the chairperson and the latter is the secretary of King City Terrace Condominium, Incorporated, previously known as the King City Terrace Condominium Association, and that said instrument was signed in behalf and by authority of the unit ownership; and each of them acknowledged said instrument to be its voluntary act and deed.

DATED this 17th day of

Notary Public for Oregon
My commission expires: 3-04-92

## AMENDMENT TO THE BYLAWS OF UNIT OWNERSHIP OF KING CITY TERRACE CONDOMINIUM

Amendment of Book 1003, Page 166, Article 3.0, Section 3.6, as stated on previous page.

Clerk's recording certificate:

STATE OF OREGON

10.00

Dog : 90045946 Rect: 39284 08/24/1990 02:46:47PM

R.+.+o: Barker&Calkins.Inc.

PROPERTY CONSULTANTS • 3216 S.E. Milwaukie • Portland, OR 97202

6)

# AMENDMENT TO THE DECLARATION OF UNIT OWNERSHIP OF KING CITY TERRACE CONDOMINIUM

Pursuant to Article 7.11 of the Declaration of Unit Ownership of King City Terrace Condominium and in accordance with the Condominium Act, Article 9.0 of the Declaration is amended to read as follows:

9.0 Registered Agent The registered agent shall be the management company currently of record at any given time, until such designation shall be amended.

We hereby certify that the above amendment to the Declaration of King City Terrace Condominium, Incorporated, previously known as King City Terrace Condominium Association, was adopted by a vote in excess of 75% of the owners' weighted vote on July 20, 1990.

Harold Lawson, Chair

Margaret Nielsen, Secretary

STATE OF OREGON

County of Washington)

Personally appeared Harold Lawson and Margaret Nielsen, who, being duly sworn, each for himself and not one for the other, did say that the former is the chairperson and that the latter is the secretary of King City Terrace Condominium, Incorporated, previously known as King City Condominium Association, and that said instrument was signed in behalf of and by authority of the unit ownership; and each of them acknowledged said instrument to be its voluntary act and deed.

DATED this 17th day of August, 199

Notary Public for Oregon
My commission expires: 2-04-92

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The foregoing Amendment to the Declaration is approved pursuant to ORS 100.110 this 2nd day of October, 1990.



MORELLA LARSEN
Real Estate Commissioner

May T. Marfull

Approved this 10th day of October, 1990.

DIRECTOR OF ASSESSMENT AND TAXATION WASHINGTON COUNTY (COUNTY ASSESSOR)

Petern to: Bankor & Calkino Duc. 3216 SE Milwentie Postland, On. 97202

STATE OF OREGON

County of Washington

I, Jerry R. Hanson Director of Assessment and Taxation and Ex-Officio Responder of Conveyances for grait county-lift free to perify that the within instrument of writing year received and recorded in book of records of spid county.

Jerry R. Hanson: Direktor of Assessment and Taxation, Ex-Officia County Clerk 2.

ARECOON COUNTY

Doc: 90056144

Rect: 42091

10.00 10/10/1990 03:47:40PM

#### EXHIBIT "A"

Beef Bend Road (SW 131 st. Ave. To SW King Arthur) June 23, 1998 Parcel 1

County Project No. 2298 File No. 30

Tax Map & Lot No. 2S1 9DD - 90000



### PARCEL I (DEDICATION)

A parcel of land lying in the Southeast I/4 of Section 9, Township 2 South, Range I West, W.M., Washington County, Oregon and being a portion of the common area of "KING CITY TERRACE CONDOMINIUMS", a duly recorded Condominium Plat, recorded in Book I, Page 5 Records of Condominium Plats, in the Washington County Survey Records; the said parcel being that portion of said property included in a strip of land 33.00 feet in width, lying on the southerly side of the relocated centerline of Beef Bend Road, which centerline is described as follows:

Beginning at Engineers Centerline Station 10+01.21, said station being 1625.02 feet West and 26.91 feet North of the section corner common to Sections 9,10,15 and 16, T2S, R1W, W.M., Washington County, Oregon; Thence N 83°03'38" E, 197.05 feet to Centerline Station 11+98.26 P.C.; Thence following the arc of a 1000.00 foot radius curve to the left through a central angle of 22°00'10" (Chord bears N 72°03'33" E, 381.67 feet) 384.02 feet to Centerline Station 15+82.28 P.T.; Thence N 61°03'28" E, 127.69 feet to Centerline Station 17+09.97 P.C.; Thence following the arc of a 2000.00 foot radius curve to the left through a central angle of 6°18'48" (Chord bears N 57°54'04" E, 220.26 feet) 220.38 feet to Centerline Station 19+30.35 P.T.; Thence N 54°44'40" E, 165.76 feet to Centerline Station 20+96.11 P.C.; Thence following the arc of a 1000.00 foot radius curve to the left through a central angle of 14°11'17" (Chord bears N 47°39'02" E, 247.00 feet) 247.62 feet to Centerline Station 23+43.73 P.T.; Thence N 40°33'23" E, 206.72 feet to Centerline Station 25+50.45 P.C.; Thence following the arc of a 4000.00 foot radius curve to the right through a central angle of 4°26'17" (Chord bears N 42º46'32" E, 309.75 feet) 309.83 feet to Centerline Station 28+60.28 P.T.; Thence N 44°59'40" E, 158.01 feet to Centerline Station 30+18.29 P.C.; Thence following the arc of a 825.00 foot radius curve to the right through a central angle of 19°08'25" (Chord bears N 54°33'53" E, 274.32 feet) 275.60 feet to Centerline Station 32+93.89 P.T.: Thence N 64°08'05" E, 161.61 feet to Centerline Station 34+55,50 P.C.; Thence following the arc of a 1500.00 foot radius curve to the left through a central angle of 10°38'25" (Chord bears N 58°48'52" E, 278.16 feet) 278.56 feet to Centerline Station 37+34.06 P.T.; Thence N 53°29'40" E, 193.07 feet to Centerline Station 39+27.13 P.C.; Thence following the arc of a 1500.00 foot radius curve to the right through a central angle of 5°27'45" (Chord bears

H:\PROJECT\9400\9427\BEEFBEND\BB046DES DOC

N 56°13'32" E, 142.96 feet) 143.01 feet to Centerline Station 40+70.14 P.T.; Thence N 58°57'25" E, 512.07 feet to Centerline Station 45+82.21 P.C.; Thence following the arc of a 2000.00 foot radius curve to the right through a central angle of 3°24'19" (Chord bears N 60°39'34" E, 118.85 feet) 118.86 feet to and terminating at Centerline Sta. 47+01.07 P.T., which said Terminus point bears S 66°31'46" W 1401.46 feet from a 1" iron pipe marking the center of Section 10, T2S, R1W, W.M.

Except therefrom that portion of said property lying within the existing right-of-way of Beef Bend Road.

The parcel of land to which this description applies contains 38 square feet, more or less.

Basis of bearing for this description is N 62°21'43" E between P.T. Station 47+01.07 and P.C. Station 55+09.70 of the Right of Way monumentation survey for a portion of Boof Bend Road as shown on Survey Number 26,610, filed in the office of the County Surveyor, Washington County, Oregon.

End of Description.

H-PROJECT/9400/0427/BEEFBENT/BB046D63.DOC

After recording return to: Landye Bennett Blumstein LLP 3500 Wells Fargo Center 1300 SW Fifth Avenue Portland, OR 97201

Washington County, Oregon 2008-081716 09/29/2008 11:04:37 AM Cnt=1 Stn=22 | REED \$10.00 \$5.00 \$11.00 - Total = \$26.00

County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said coupty.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk

### STATEMENT OF ASSOCIATION INFORMATION

(Recorded Pursuant to ORS 94.667)

- 1. Name of Association: King City Terrace Condominium, Incorporated.
- 2. Name, Address and Daytime Telephone Number of Contact Persons:

King City Terrace Condominium, Inc. c/o Colleen Mesecher, Treasurer 12649 SW Prince Edward Court #C Portland, OR 97224-2144

The purpose of this Statement is to identify the persons to contact regarding transfer of the property and assessments and fees imposed by the Association including the special assessments levied each month starting October 1, 2008 through September 1, 2011. The amounts of which differ depending on the unit.

- List of Properties Subject to Assessment: Unit Nos. 12635E, 12665C, 12665F, 12671A, 12691A, King City Terrace Condominium, Washington County, Oregon.
- 4. Recorded Documents: The Declaration of Unit Ownership of King City Terrace Condominium was recorded in Book 1003, Page 130 et. seq. on December 5, 1974, in the Washington County, Oregon Deed Records. The Bylaws of Association of King City Terrace Condominium Unit Owners was recorded contemporaneously with the Declaration in Book 1003, Page 162 et seq. in the Washington County, Oregon Deed Records on December 5, 1974.

Colleen Mesecher, Treasurer

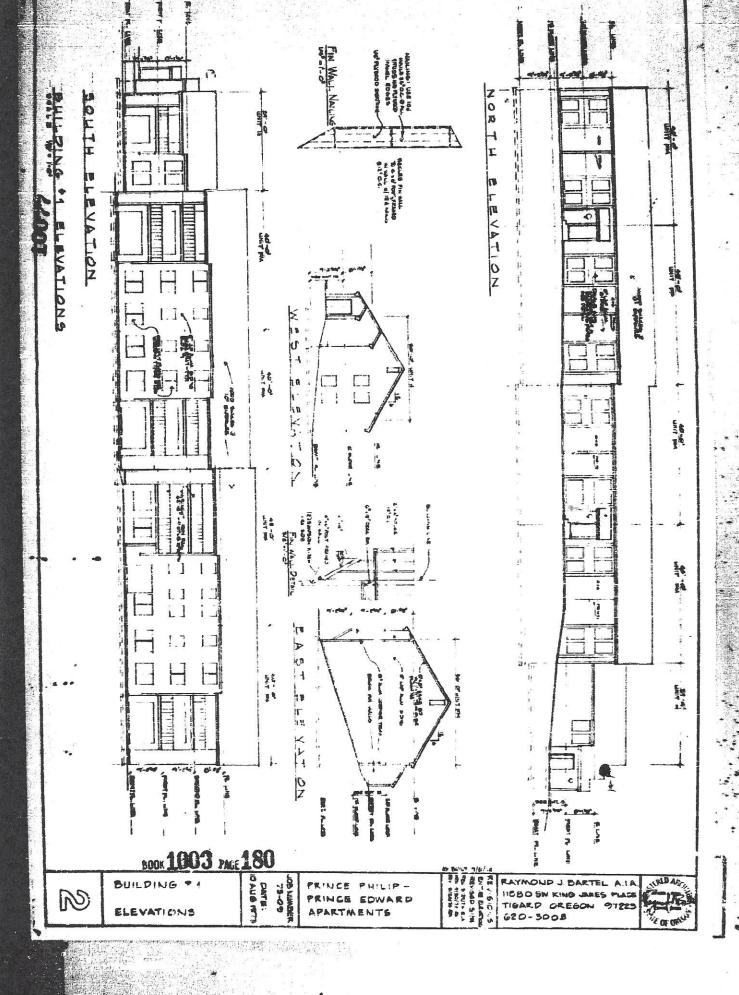
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	) ss
County of Washington	)

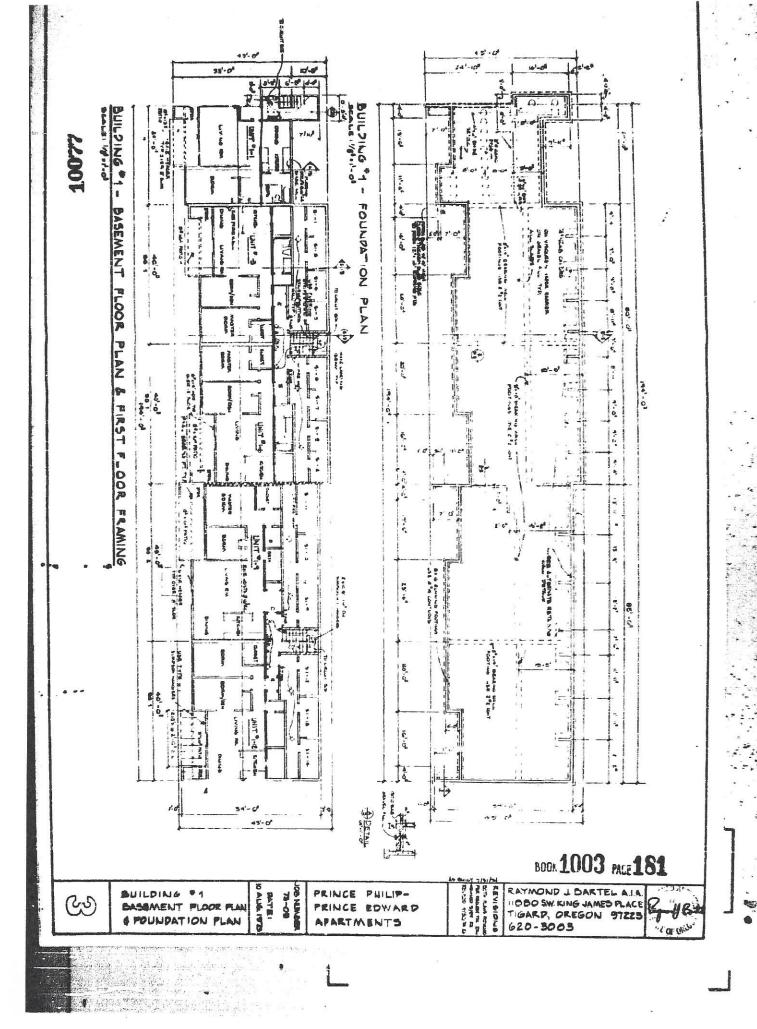
Personally appeared Colleen Mesecher who, being duly sworn this 17 day of September, 2008, did say that she is the Treasurer for King City Terrace Condominium, Incorporated, and that the foregoing instrument was signed in behalf of said Association by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.



Mathy M. Choole NOTARY PUBLIC FOR OREGON



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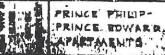
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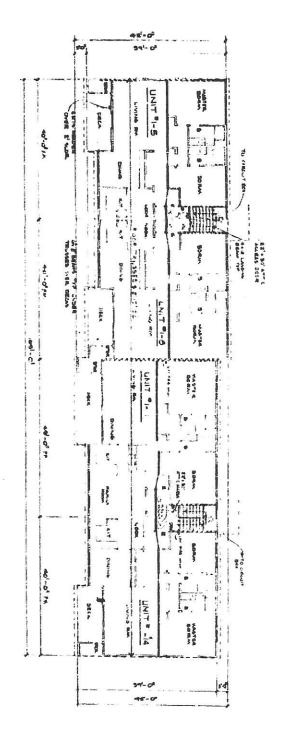
BUILDING 4



RAYMOND J BARTEL ALA.
HBBOSMKING JAMES PLACE
TIGARM, OREGON STREET



BUILDING 1 -SECOND FLOOR PRODE FRANCE PLANS



BOOK 1003 PAGE 183

BUILDING

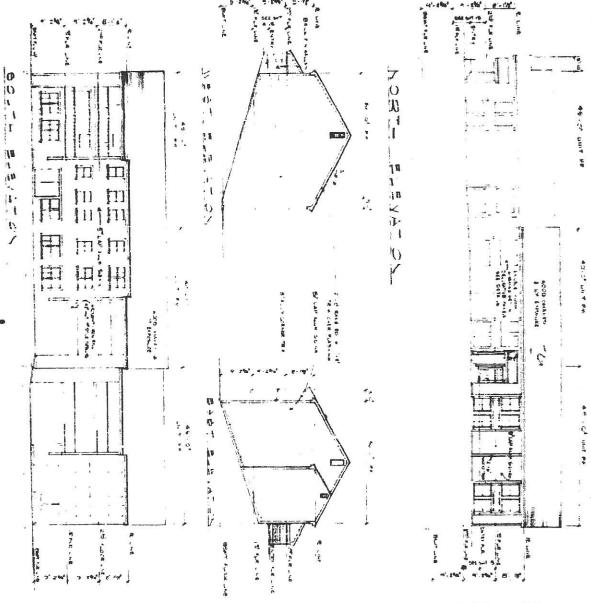


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BOOF 1003 PAGE 184

BUILDING \*2

PRINCE PHILIP
RAYMOND J BARTEL ALA MUDICE

PRINCE EDWARD

FOR GRO CREGON 97229

APARTMENTS

FOR GRO - SCC3

FOUNDATION TOT FLOOR FRAMING

800x 1003 FALE 165

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BUILDING # Z FOUNDATION & BASEMENT FLR PLAN DATE

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PRINCE PHILIP-PRINCE EDWARP APARTMENTS RAYMOND J BARTEL ATA
1080 SW. KING JAMES PLACE
TIGARD, OREGON 97223

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RAYMOND & BARTEL ALIA HOBO SIR KING JAMES PLACE THOARET OREGON 37223 SEC-1903

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BOOK 1003 PAGE 187

SECOND FLOOR PLAN FOR PRINCE PHILIP-

RAYMOND J. BARTEL A.I.A HOBO SW KING JAMES PLACE TIGARP, OREGON 97223 GEO-3003

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