L.B. NELSON CORPORATION OF DISSON

wielt rua-

John W. Hanthorn

# MURRAY PARK CONDOMINIUMS

# STAGE !

S.E. 1/4 COR. SECTION 17, T. 1 S., R. I W., W. M. CITY C BEAVERTON. WASHINGTON COUNTY, OREGON FOR

SCALE: 1" = 30"

CONTAINS 1.00 ACRES

FEBRUARY, 1980

DAVID EVANS ME ASSOCIATES, ME

SEE SHT 2 M 2 FOR FLOOR PLANS

# ACKNOWLEDGEMENT:

DECLARATION:

STATE OF OREGON COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS! That "L.B. NELSON CORPORATION OF OREGON", an oregon carporarie THE LES MELTINGS OF THESE PRESENTS. THAT LES MELSON CONTROLLING NO PERSON, OF DIRECTORISM, ORCH THE MELTINGS OF THE MELTINGS O

WITHESS MY HAMD AND OFFICIAL SEAL THIS DAY AND YEAR LAST ABOVE INVITER

ISSION EXPIRES D. 3.80



# SURVEYOR'S CERTIFICATE:

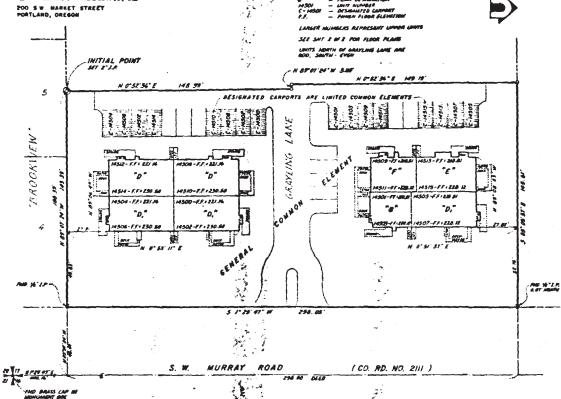
I, JOHN W HAPTHORNE a Repistering processional cord surreyer, first being duty swern, decide and say prof 2 have concern, surreyer are more and many proper manuments the lord corrected on the critical map of utualizer pulse (conditional map) at manufact to be set on the Intilia Politia be governized map at utualizer pulse conditionally. They i count to be set on the Intilia Politia being to proper pulse 2 inches to deal and the control of the properties of the ground, and intilial politic being to order of a point on the promiser of medium, properties of section 17, points to 1 set of the properties of mot certain tract of land discribed in deed to both 8 6604644, redirated October 6, 1958 in Book 410, Page 49 Baskis. County Deco Records, Thereis brong sayd north line \$85°03 51°E 148 61 thet has a point on the west line of \$14 hours. marke along soid west time 5 1'29 97' H 298 05 fell to the morth lane of soid "BROOKVIEW"; thence H 85'07'20 SOID THETTI LINE, 143 JF Acet 10 THE point at begit

HEGISTERED PROFESSIONAL LAND SURVEYOR

war martined lived

AA 1 2, 1974 1009





### LEGEND:

### BASIS OF BEARINGS :

"RECOUNTER" BILLER PS. HES - BASIS OF INVARIABLE

BOUNDARY CONTROL

STATE OF DREGON

I ROGER THOMSSEN, ab nerely certify that the attached condominuum reased on the 2445 may at Market. The attached 25 20 2000 Pm. recorded on hope 544 866 3 at Records of Condominuum Reas 304 County instructs may need negative set and seal at attach as a thing need negative set and seal at attach attached the 244 and at Thomas Association of Reasers and Electronia.

SIDE 2 OF 2

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MURRAY PARK CONDOMINIUMS

STAGE I S.E. 1/4 COR. SECTION 17, T. 1 S., R. I W., W. M. CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON

SCALE: 1" = 10"

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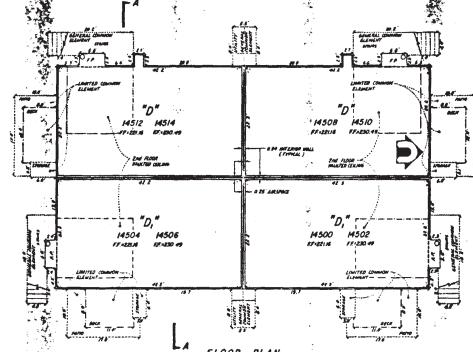
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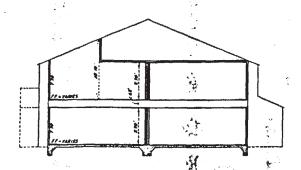
GA DAVID EVANS AND ASSOCIATES, INC.

FEBRUARY, 1980

200 S.W. MARKET STREET PORTLAND, DRESOR



FLOOR PLAN I M. & 2 nd. FLOORS ARE IDENTICAL EXCEPT DECKS & 2 nd. FLOOR VAULTED CEILING



SECTION A-A

FLOOR PLAN

I SI & Z M. FLOORS ARE IDENTICAL

EXCEPT DECKS & 2 M. FLOOR VAULTED CEILING

ATTEST MIS 25 th day of March

APPROVALS:

I HEREST CONTRY THAT THASE PLANS FULLY AND ACCURATELY BEFORE THE BOUNDARIES OF THE UNITS AND FLOORS OF THE BUILDINGS AND THE DATE

REGISTERED PROFESSIONAL LAND SURVEYOR

bhy W. Hewthone PAROHTWAN W MHOL

| Unit No. | Approximate Area | Percentage Ownership in Common Elements |
|----------|------------------|---|
| 3        | 890 sq. ft.      | 8.3334                                  |
| 4        | 890 sq. ft.      | 8.3334                                  |
| 5        | 890 sg. ft.      | 8.3333                                  |
| 6        | 890 sq. ft.      | 8.3333                                  |
| 7        | 890 sq. ft.      | 8.3333                                  |
| 8        | 890 sq. ft.      | 8.3333                                  |
| 9        | 890 sq. ft.      | 8.3333                                  |
| 10       | 890 sq. ft.      | 8.3333                                  |
| 11       | 890 sq. ft.      | 8.3333                                  |
| 12       | 890 sq. ft.      | 8.3333                                  |

100.0000

- 3.4 Description of Staged Development. The Declarant proposes to develop the condominium in two stages with the maximum number of units, maximum number of stages, the additional common elements, minimum allocation of undivided interest in the common elements and election dates as follows:
  - (a) The maximum number of units to be included in the condominium development is twenty (20).
  - (b) The maximum number of stages in the development including the initial stage is two (2).
  - (c) The additional common elements to be annexed at Stage II shall include the portion of condominium buildings not included within a unit, the land and landscaping.
  - (d) The minimum allocation of undivided interest in the common elements of each unit upon completion of development, if the Declarant elects to proceed with Stage II of development is five (5) percent.

The method used to-establish allocation of undivided interest in the common elements will be based upon the square footage of each unit expressed as a percentage of the sum of the square footage in all units in the condominium at each stage of development.

PAGE 4. DECLARATION OF UNIT OWNERSHIP



REAL ESTATE DIV.

# MURRAY PARK CONDOMINIUMS

# STAGE II

S. E. 1/4 COR. SECTION 17, T. I S., R. I W., W. M. CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON CONTAINS I.OT ACRES

SCALE: 1" = 30"

JULY, 1980

SEE SHEET 2 OF 2 FOR FLOOR PLANS

DEM DAVID EVANS AND ASSOCIATES, INC. 200 S.W MARKET ST. PORTLAND, OREGON

### LEGEND :

- O DENOTES SET 56" + 30" / R.
- BASIS OF BEARINGS:

CENTERLINE OF S.W. MURRAY ROAD AS SHOWN OF "BROOKVIEW", BK. 29, Ph. 183, - BASIS OF BEARINGS FOR THIS PLAY.

DENOTES MONUMENT POUND AS MOTES.

BOUNDARY CONTROL: C.S. 10,279

"BROOKVIEW"



### DECLARATION:

KNOW ALL MEN 89 THESE PRESENTS; that 1.8 MELSON components or oreson" on onegon Components of the present maje at land commed and laid out by them as "MANTAN PARTY CONDOMINIONS - STALE IT, said land being more particularly described in the SUMPSTANS CONTROL Permanda ornaved and they do hereby commit seed land to the operation of the unit sementary law at laid and in Computer M at design Review States.

L. B. MELSON CORPORATION OF DRESON

Warre Cho ant

### ACKNOWLEDGEMENT:

STATE OF OREGON COUNTY OF WASHINGTON } & &

BE IT REMEMBERED THAT, on this 14th day of 2 440, before the, a Makary Ru in and for said soors and County, personally appeared DAVID MICOON, to the personally known who being when the being when the being when the source of the MELSON Concessions or antison on a program. Corporation, and that the survey of soon is the Emperor to be a LameLSON Composition of anesce? Of Dragion Corporation, and that the survey of its Board of December; and that the supposition and the survey of its Board of DECLARATION is also not man three and and event

MITHESS MY HAND AND OFFICIAL SEAL THIS DAY AND YEAR LAST ABOVE WRYTTEN



# SURVEYOR'S CERTIFICATE:

1, JOHN B. MANTHORNE, a Registered Professional Land Surveyor, Jirst being duly sworn, algobe and say that I now correctly surveyed and marked with pages monuthers are land represented in the annexed map of "MURRAL PAINT I found a government of the annexed map of "MURRAL PAINT I found a government of the annexed map of "MURRAL PAINT I found a government of the annexed map of the annexed page of the anne



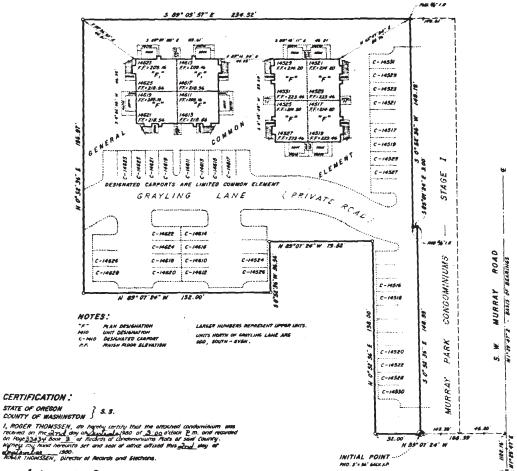
MY COMMISSION EMPRES 8-3-80

REGISTERED PROPESSIONAL AND SURVEYOR

John W. Hawithoras OREGON HOHN W HAWTHORNE

CERTIFICATION:

STATE OF ORESON COUNTY OF WASHINGTON } S. S.



# MURRAY PARK CONDOMINIUMS

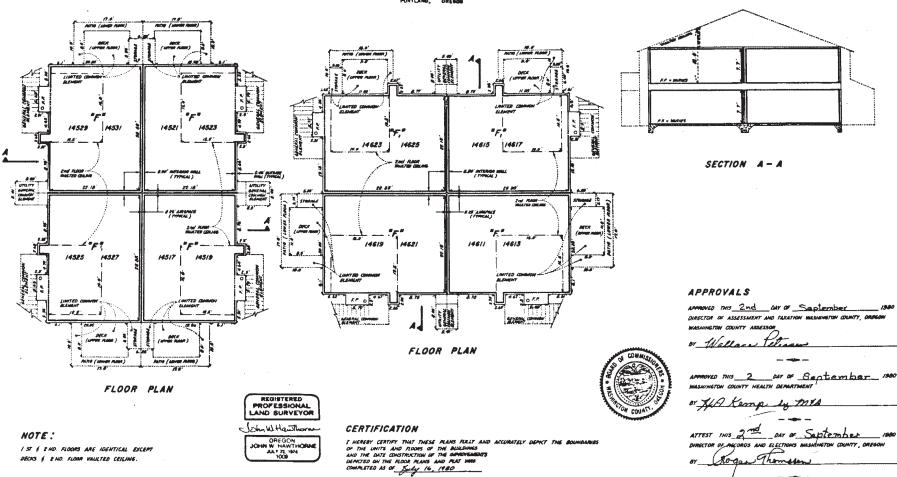
# STAGE I

S. E. 1/4 COR. SECTION 17, T. I S., R. I W., W. M. CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON

SCALE: 1" = 10"

JULY, 1980

ORVID EVANS are
ASSOCIATES, INC.
200 S.W. MARKET ST.
PORTLAND, DREEGE



# SIDE I OF 2

# MURRAY PARK CONDOMINIUMS

# STAGE III

S.E. 1/4 COR. SECTION 17, T. I S., R. I W., W. M.
CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON

SCALE: 1"=30"

CONTAINS 0.540 ACRES

200 S.W. MARKET ST. PORTLAND, OREGON

DAVID EVANS and ASSOCIATES inc NOVEMBER, 1980

NOVE MUEN, 13

LEGEND:

O DENOTES SET 5%" 4 30" IRON MOD.

BOUNDARY CONTROL : CS. 10,279

# DECLARATION:

RINOW ALL MEN BY THESE PRESENTS: that L.B. NELSON CORPORATION OF DEESON, on Origin Corporation, aloes hereby make, extobirsh and declare the annexed map of land owned and ford out by them as NUMBER PARK CONDOMINATION -516AC III, sand fand beng more particularly decinaded in the Surveyor's Certificial hercular annexed and they do hereby commit said land to the operation of the unit annexating law as laid out in Chapter 91 of Origin Revisual Status.

L.B. NELSON CORPORATION OF OREGON

DAVID W. COOK - VICE - PRESIDENT

# ACKNOWLEDGEMENT:

STATE OF OREGON S.S.

BE IT REMEMBERED THAT: on this 20th day of 1/20 1400, before me, a motory problem and her said stone and county, personally appeared dayto hi cook, to me personally amove who being days seen and say, that he, button hi cook is trans-merident or 1.8 hetson connection of oresion of any seen comparation, and that will instrument was signed in borold of said comparation by authority of the doord of Junction; and that was signed in borold of said comparation by authority of the doord of Junction; and that was seen and deed.

Witness my hand and articlal seal this Day and Year last above written.

MODERA R. L. Scample WORK PROPERTY IN COMMISSION EXPIRES 8-3-89



### SURVEYOR'S CERTIFICATE:

I, RONALD E. LAMBERT, a Registered Professional Land Surveyor, first being duty sworm, depose and say that I have correctly surveyed and marked with purpoyr manuments the Land represented on the amended map of MURRAY PARK CONDUMINUMS - STAGE III and that of the MITTLA POINT I set a potential iron page 2-inches in diameter and 34-inches lang. 6-inches below the survey of the ground, soul INITLA POINT is tooled of a point or the Park III and the duty recorded page of "appoint year" say from bears. IN "23-97" E 1002, the free and NESTIFEM 425-91 het from the Southeast carrier of Section II. Tominitup I South, Range I west at the Milliant PARK Compositionary, there are survey at 15-91 het from the Southeast carrier of MURRAY PARK COMPOSITIONARY STAGE III, described in Conditional Book 3, Page 33 (34, MISHINGTON COUNTY According to the SOUTH PARK CONTROL OF THE LIKE OF DRESS TO THE SOUTH PARK CONTROL OF THE DRESS TO THE LIKE OF DRESS TO THE SOUTH PARK CONTROL OF THE DRESS TO THE LIKE OF THE SOUTH PARK CONTROL OF THE DRESS TO THE LIKE OF THE SOUTH PARK CONTROL OF THE DRESS TO THE LIKE OF THE SOUTH PARK CONTROL OF THE DRESS TO THE LIKE OF THE SOUTH PARK CONTROL OF THE DRESS TO THE SOUTH PARK CONTROL OF THE PARK CONTROL OF THE DRESS TO THE SOUTH PARK CONTROL OF THE SOUTH PARK CONTROL OF THE DRESS TO THE SOUTH PARK CONTROL OF THE SOUTH PARK CONTROL OF THE DRESS TO THE SOUTH PARK CONTROL OF THE SOU

PROFESSIONAR LAND SURVEYOR

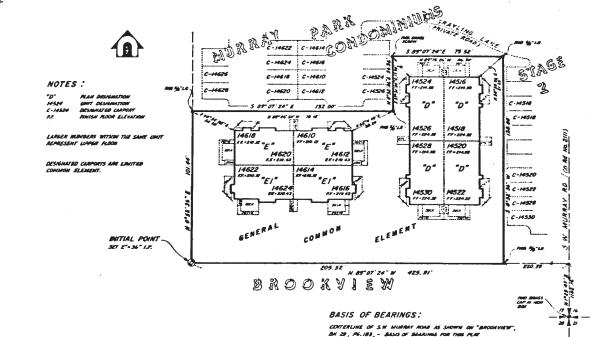
FOR ON JULY 14, 1007

BORNARY & LANDERT

SUBSCRIPTO AND SHORM TO BEFORE HE THING 20 MAN 1000 1000 1000 1000

MOTHER IN AND FOR THESON MY COMMUNICATION EXPERS P. 3-89





### APPROVALS:

APPROVED THIS 11 TO DAY OF DECETT BER 1988
DIRECTOR OF ASSESSMENT AND TRANSION WASHINGTON COUNTY, ARREON
MASHINGTON COUNTY ASSESSAR

W. Danid J. Malon

MASHIMSTON COUNTY HEALTH DEPARTMENT

or TIA Very by my

CERTIFICATION

STATE OF OREGON
COUNTY OF WASHINGTON } S.S.

I, ROGER THOMSSEN, pirector of Records and Electrons, do hereby certify that I have compared in within post with the engined thereof that the same is a full tire, and correct copy thread, as the same appears of record in Name Book in 3 Page 49150 thereof.

or thenong Cathout many

TEST THIS 11th DAY OF DECEMBET 1800
SECTION OF RECEIONS MAJORITHM COUNTY, ORGENIAN

RECEION TROTTELLES

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NOTE:

| ST, | 2 MD. FLOORS ARE MOSTIFICAL EXCEPT MEDIS | 2 MD FLOOR VAULTED CRUMS.

# MURRAY PARK CONDOMINIUMS

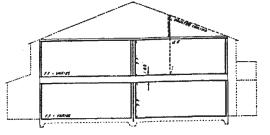
STAGE III

S.E. 1/4 COR. SECTION 17, T. I S., R. I W., W. M.
CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON

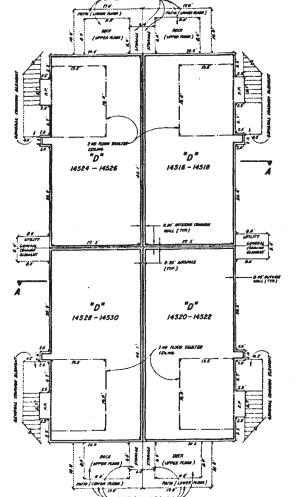
SCALE: 1"=10"

DAVID EVANS AND
ASSOCIATES, INC.
PORTLAND, OREGOR

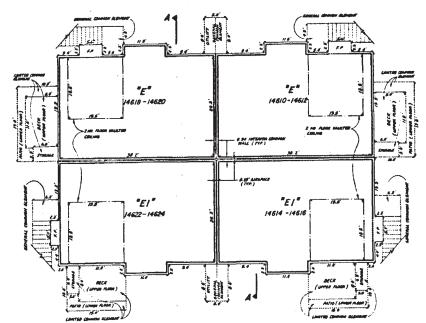
NOVEMBER 1980



SECTION A-A



FLOOR PLAN



FLOOR PLAN

# CERTIFICATION:

STATE OF OREGON S.S.

1, ROGER THOMSSEN, do hereby certify that the attached condeminum with recined on the 1/10 and or Discharbly 1807, it is to take 2 m, and recorded on no poyet-94.5 about 3 or hecards of Constructural what of said county. Mittees my hard instruction set and seek of an attach of this 1/10 and or Mittees my hard instruction set and seek of an attach of this 1/10 and of the 1/10 and 1/10 a

ROGER THOMSSEN, Director of Records and Emitions

of themany Cathert

# CERTIFICATION :

I hereby certify that these plans fully and accurately displict the boundaines at the units and flaors of the the buildings and the slate Construction of the uniprovements depicted on the floor along and pair was consisted as

pions and piot was completed as at 11-20-80

PROFESSIONAL LAND SURVEYOR

Favority Charlest

ORIGON
BOURD & LANDSON

### MOTES!

PLAN DEMANATION UMIT PERMIATION

PRAIGHATED CARPERT C-14667

UNITS MEETS OF GRAYLING LANS AND OFF, SOUTH EVEN

LARGER JUMBERS REPRESENT OFFER UNITS

PENIGHATER GARRORTS ARE LIMITER COMMON BLEMENT.

# MURRAY PARK CONDOMINIUMS

STAGE IV

S. E. 1/4 COR. SECTION 17, T. 1 S., R. 1 W., W. M., CITY OF BEAVERTON, WASHINGTON COUNTY OREGON

SCALE: 1" = 30'

CONTAINS 1.109 ACRES

FEBRUARY, 1981

DRIVID EVANS AND DAVID EVANS AN ASSOCIATES, INC. 200 S.W. MARKET IIO PORTLAND, OREGON

### LEGEND:

0 PELIOTES SET 487 % x 30" IRON ROP. . PELIOTES MONUMENT FOUND AS SHOWN.

BOUNDARY CONTROL: C.4. 18, 279

# BASIS OF BEARINGS:

CENTER LINE OF SW. MURRAY ROAD AS SHOWN ON BROOKVIEW? BK. 27, Pa. 185, - BASIN OF BRACHES FOR THIS PLAT.

# DECLARATION:

KLIOW ALL MEN BY THEYS PRESENTS: THAT L.B. USLYON CORPORATION OF OREGON', AN ORSEON CORPORATION POST HERBY MAKE, RYTAGLIN AND DECLARS THE ANNEXES HAS DE LAND OWNER AND LAND OUT THEM AS "MUERLY FREEZ CONDOMINIUMS - 17AGE IST, SAID LAND BEING MORE PRETICULARY DESCRIBED IN THE FURYEYORS CONTINUES HEREOUNTS AND THEY DEPTE CONTINUES CONTINUES. SAID LAND TO THE OPERATION OF THE WUT OWNERSHIP LAW AS LAW OUT IN CHAPTER OF OREGON REVISED STATUTES.

LB. JELYOH CORPORATION OF ORDER

David Blook PAYID H. COOK - VICE-PROTIPENT

# ACKNOWLEDGEMENT: STATE OF OREGON

COUNTY OF WASHINGTON

COUNTY OF WASMINGTON

BIT REPORTED THAT OUT THE 2TT DAY OF SCHOLLY 1931, REPORTED HE, A MOTARY PUBLIC
IN AUF FOR SALE STATE AND COUNTY, FRESONALLY AFFERED PAYIP H. COOK, TO HE PRESONALLY
KNOWN WHO BRING DULY SHORM OUT SAY, THAT HE PAYIP H. COOK, 19 VICE-PERS, 1981 OFF

"LIB. NELSON CORPORATION OF SECSION", AN ORREON CORPORATION, AND THAT THE INSTRUMENT
WHAS SIGNED IN RESIDENCE OF SAID CORPORATION BY AUTHORITY OF 175 COOKE OF DIRECTORS, AND THAT
THE SIGNATURE AFFIXED TO SAID DECLARATION IS OF HIS OWN FRED ACT AND DEER

WITHEST MY HAND AND DEPICIAL SEAL THIS DAY AND YEAR LAST ARMY WEITTEN.

MOTARY PUBLIC IN AND FOR 4 TATE OF OREGON



# SURVEYOR'S CERTIFICATE:

Subscriber AND Sweet To Barons No THIS 22th Day on Federage 1981.

HOTHER RESIDENCE IN AND FOOD OFFICE MY FORMING IN AND FOOD OFFICE AND AND FOOD OFFICE AND AND THE PARTY OF TH





# CERTIFICATION

STATE OF OREGON COUNTY OF WASHINGTON S. S.

I, EDGER THOMSSEN, DIRECTOR OF RECORDS AND BLECTIONS PO HEREBY CRETIFY THAT I HAVE COMPARED THE WITHIN PLAT WITH THE OPIGINAL THEESOF, THAT THE SAME IN A FULL YEAR AMP CORRECT COPY THEREON, AS THE SAME AFFEAR, OR RECORD IN COMPONINUM, ROOK PAGE SAME AFFEAR, THEREON

-y Eleaner of Cathout

489"05"51"8 - 140.05 GENERAL COMMON ELEMENT mayan i C-14735 C-14633 C-4733 C-14631 C-14727 C-14725 C-14639 C-14721 C-146351 "F" C-14723 C-14637 14637 637 14629 211 57 FF 211 5 C-14729 C-14627 C-4736 C-14629 449"07"24"8- 91.76 GRAYLING LANE (PRIVATE ROAD) MB4" 07 24"W- 19-03 C-14730 - W 12 C-14728 C-14722 C+4636 "F" C-14720 C-14634 147.50 14722 FF 20673 FF 20673 14732 FF 19745 FF 19745 C-14638 C-14724 C-H640 C-14726 C+4732 C-14630 1 14726 673 FF 206 14734 C-14632 C-14734 GENERAL COMMON ELEMENT H37'07' 24' W- 504.74 489'07'24"W-154:67 WITIAL POINT BROOKVIEW

# SIDE 2 OF 2

# MURRAY PARK CONDOMINIUMS

# STAGE IV

S.E. 1/4 COR. SECTION 17, T. I S., R. I W., W. M.,

CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON.
FEBRUARY 1981

DAMO EVANS AND ASSOCIATES, INC.

APPROVALS:

PRESTAND THIS 24 DAY OR MARCH 1984

RESISTENCE OF ALLATION

WASHINGTON COUNTY, ORDER ONL

WASHINGTON COUNTY ASSESSMENT

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MANUFOR COUNTY WEALTH DEPARTMENT

or Michael 7 Dandlung

ATTENT THIN JHE DAY OF MELL MY DIERCTION OF ESCORDS AND SURCTIONS WASHINGTON COUNTY, ORSGON

CERTIFICATION.

STATE OF OREGON S. S.

I ROSER THOMSSELL PERSONS OF RECORDS AND ELECTIONS, PO HEREBY CERTIFY THAT I HAVE COMPARED THE WITHIN PLAY WITH THE GRIENCE THAT THE SAME IS A POLL, TRUE ALLY CORREST COPY THEREON, AS THE SAME APPRIOR OF RECORD OF PASS OF THEREOM.

y to leave of Catheast - money

# CERTIFICATION.

I HEREBY CRETTRY THAT THESE PLANS BULLY AND ACCURATELY DEPICT THE BOUNDARIES ON THE UNITS AND PLOORS OF THE BOUNDARIES ON THE PROOR PRAYS OF THE PLOOR OF THE PROOR PLANS AND PLAY WAS COMPLETED AS OF MARCH & [9]

PROFESSIONAE LAND SURVEYOR

ORIGON

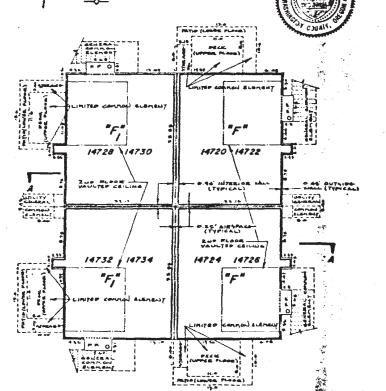
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PROFESSIONAE

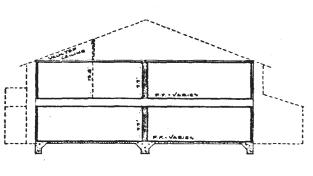
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ORIGON

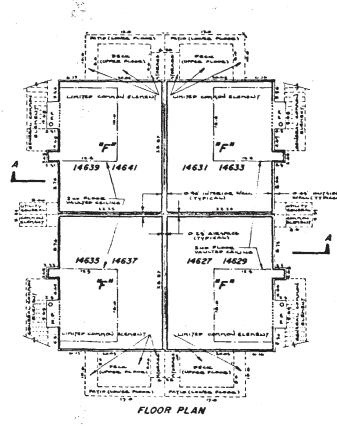


FLOOR PLAN

NOTE:



SECTION A-A



Book 6 Page 20

# NOTES

"Ei" Plan Designation Unit Decienation 6-14834 Documented corport

Unite North of Grayline Lane are odd, Gouth are even. Larger Numbers Represent Upper Units.

Decignated Carporter and Limited Common Element. Finish Place Elevation

# MURRAY PARK CONDOMINIUMS STAGET

S.E. 14 COR. SECTION 17, T. 15., R. 1 W., W.M. CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON

SCALE: 1"= 30"

0.48 ACRES

NOVEMBER 1983

# DAVID EVANS AND ASSOCIATES, INC. 2010 SW CORDET AVE POFTLAND, OFE 97201 PH 229-0000

# SURVEYOR'S CERTIFICATE I. FONNUD E LAMBERT, A Regentered Professional Land Eurveyor, first being duly sworn, deepoes and early that I have correctly surveyed and marked with proper manuments the land represented on the annexed map of "MURRAY PARK CONDOMINIUMS" STARE I and that so the Initial Point I would Galvanited Iron Fips I where in dameter and by inches long, v inches below the surface of the ground, each initial Point to located on the North line of the duly recorded plat of "proofvien" at a point which bears N #29'41" E. 1102. We feet and N. 89'01'29' N. 904.94 feet from the Southeast Corner of Section 17. N F3147E 102. It feet and N. 8407134 N. 908-94 feet from the Southeast corner of Section II, township I south. Range I Need of the Williamster Merviain, Nashington County, Oregon, asid point being the initial point of Murray Park Condominums—stage III, thence from each Initial Point I ran N. 0-921348 129 00 tect; thence N. 8470174 N. 9. 114 feet los point in the Meet 129 00 tect; thence N. 8470174 N. 9. 114 feet los point in the Meet 1500 to SUBSCHISED AND SWORN TO DEPORE ME THIS 7 DAY OF DECEMBER

Richard P Reiner NOTATY PUBLIC IN AND FOR OFFEDEN My Commission Expires: 2-3-85



ALGISTERED PROFESSIONAE LAND SURVEYOR Jank

### DECLARATION

From the MEN W. INEXE FREDENIE: THET INTITED FORTES NATIONAL BANK OF DEEM, a National Banking Metion is does hereby make, establish and declare the annexed map of "MURREN PAR CONSON HINMANDESTAGE I" as decembed in the accompanying curveyoris Certificate, to be a true map and plat thereof and does hereby commit said land to the operation of the Cregon Condominium Act in Accordance with Chapter 44, of the Origin Fevreed citatutes. FHON ALL MEN DY THESE PRESENTS: That UNITED STATES NATIONAL BANK OF OFESON. & NATIONAL BANK OF OFESON.

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### ACKNOWLEDGEMENT

STATE OF OFEGON COUNTY OF THE HILLSTON

De it femembered that on this 12th day of December 1969, before me, a Notary Public in and for each chat and county, personally appeared Dave Thornell, to the personally known, who being duly owner aid eay, that he Dave Thornell to Vice- President of UNITED CHATE & NATIONAL DANNER ORFEDON. A National Danning Association, and conner of the property described in the accompanying surveyor's certificate, and that this instrument was eighted in Detrait of each Association by without the based of Directory and that the connective affects and described in the form authority of the board of Directore, and that the eignature affixed to eaid declaration by tree act and deed.

WITHERS MY HAND AND OFFICIAL GEAL THIS DAY AND TEAR LAST ABOVE WRITTEN



# 0.9. 10. 279 Finish Flor Elevations Dased upon oity of Deaverton Datum. B.M. is 18-40 on S.W. Murray Divid. Elev. 227.92. NAPPATIVE: The Neet boundary of Murray Park was incorrectly called the Weet line opened DLC on 0.0. 18, 279. The west line of Murray Park is the Neet line of Murray Park is the Neet line of Deck 800 to 10, Page 196 and Book 410, Page 49. County 9, 10, 100 are constituted the Weet line of Spencer DLC causing a gap to exiet. MURRAY PARK CONDOMINIUMS STAGE IV END IN MON BOX GRATLING LANE PD 5/6" I.P. WITH PUD 1800 CAN

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Denoteo our %0" x70" fron Fod with P.O. Dou cap.
Denoteo Found 1"x70" Galvanted fron Pipe B Initial Point.

# BASIS OF BEARINGS

Centerline of SW. Murray Road as shown on "DROCKVIEW", by. 29, Pg. 105. - Basis of Dearings for this plat.

### BOUNDARY CONTROL

PD 5/8" I.F. 69° 03'57°E CONTRACT CONTRACTOR ウグ 52'36"W 14729 PF 197 31 0-1479<del>0</del> U-14799 "Ei 0-14167 C-141452 FF 206 98 -)4721 "E1 2-147<del>49</del> -14769 C-14791 N 54" 07"14"N #42"09"H"E \* 01'00"E 0 UB\*04'4"H PO 5/8" 1.K. WITH PUS 1180 CAP PD WELF 'E!" MURRAY PARK CONDOMINIUMS C-14036 STAGE IN C- 14034 0" · D 0-14640 0-1409 PD 2" DRAGE DISC. DE CORNER LOMNSON BOTATE TO BEAVERTON N 0°5256\*E N 89" 07' 24" N 79.05 INITIAL POINT BROCKYIEW SE COPHER WHIN INNES D.L.C

# MURRAY PARK CONDOMINIUMS STAGE V

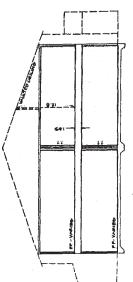
Book 6 Pape 21

CITY OF BEAVERTON, WASHINGTON COUNTY, OFECON

NOVEMBER 1969

DAVID EVANG AND ASSOCIATES, INC.
1626 S.N. CORPETT AVE.
POPTLAND, OPEON

SECTION A-A



FLOOP PLAN

in urrer noor) "[1]" #174-4414 COMMON COMMON

7 1 3 1 14121-14729 (none prot DALLES > - 125 X COMMON COMMON COMMON

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COMMON

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TAD PLOOP VAUCTRO

-- 0.55 A.MOFAGE (TTP.)
-- 0.44 WITSHOP GONAGE
WALL (TTP.)

hereby certify that the floor plan fully and contributed depends the boundaries of the units and over of the units and over of the buildings of "Nutstan parts concoming on the buildings of "Nutstan parts concoming of presentent".

APPROVED THIS 29 DAY OF DECEMBER 1983
WASHINGTON COUNTY SURVEYOR

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STATE OF OPERON 6.0. CERTIFICATION

NACHINOTON COUNTY HEALTH DEPARTMENT

APPROVIZ NPPROVED THIS

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FOR

MURRAY PARK CONDOMINIUMS

an Oregon condominium

This Declaration submits to the provisions, restrictions and limitations of Oregon Unit Ownership Law, land hereinafter described and all improvements now existing or to be constructed on such property, to be known as MURRAY PARK CONDOMINIUMS.

# Recitals, Intent and Purpose

L. B. Nelson Corporation of Oregon ("Declarant"), is owner in fee simple of the property described hereinbelow, and desires to submit said property to the condominium form of ownership, as Stage I of Murray Park Condominiums, to be converted, handled and used in the manner provided by the Oregon Unit Ownership Law.

NOW, THEREFORE,

# Declaration

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

# DEFINITIONS.

Except as otherwise provided or modified by this Section, the terms herein shall have the meaning set forth in Oregon Unit Ownership Law, ORS 91.500 et seq., and said statute and

PAGE 1. DECLARATION OF UNIT OWNERSHIP

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definitions are incorporated herein. As used in this Declaration and in the Bylaws, the following terms shall have the following meanings:

"Condominium" means the land, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are herewith submitted to the provisions of the Oregon Unit Ownership Law.

"Mortgage" and "Mortgagee" include a deed of trust and the beneficiary thereunder respectively.

"Institutional Holder" for purposes of this Declaration and the Bylaws and for any other purposes in connection with the mortgages or trust deeds of a unit in the condominium, means a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

"Unit" means the airspace encompassed by the undecorated interior surface of the perimeter floors, ceilings and walls which is owned in fee simple by each unit owner and which is more specifically described in Section 3.2 of this Declaration.

# 2. LAND DESCRIPTION.

The land of all stages in the condominium is located in the County of Washington, State of Oregon. The land of Stage I is more particularly described on Exhibit "A." The land for the entire condominium complex upon which units may be constructed and submitted to unit ownership is described on Exhibit "B."

# 3. NAME AND UNIT DESCRIPTION.

- 3.1 Name. The name by which the property submitted hereunder and subsequently annexed thereto shall be known in MURRAY PARK CONDOMINIUMS.
- 3.2 Unit Description. Other than in common, the owners of the respective units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding their respective units, nor shall said owners be deemed to own pipes, wires, conduits or other public utility lines running through said respective units which are utilized for, or serve, more, than

PAGE 2. DECLARATION OF UNIT OWNERSHIP

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one unit except as tenants in common with other unit owners. Said owners, however, shall be deemed to own the interior walls and partitions which are contained within said owner's respective unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including paint, wallpaper, and/or other type decorations.

In interpreting deeds, mortgages, deeds of trust and other instruments, for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries as shown on the plat and those of the actual building or buildings.

3.3 <u>Building Description and Unit Designation</u>. The land submitted by this Declaration has two (2) buildings thereon in which condominium units are located. The condominium buildings, which are two-story, wood frame construction on concrete slab foundations with cedar siding and concrete tile shingle roofs, contain sixteen (16) units. The vertical and horizontal boundaries, number designation, location and dimension of each unit is shown on the plat, Exhibit "C."

The allocation to each unit in Stage I of an undivided interest in the common elements was determined by dividing the sum of the approximate floor space of all units in Stage I into the approximate floor space of each respective unit.

The unit designation, approximate area and percentage ownership in common elements in Stage I is as follows:

| Unit No. | Plan<br>Designation | Approximate Area | Percentage Ownership<br>in Common Elements |
|----------|---------------------|------------------|--|
| 14501    | G                   | 596 sq. ft.      | 4.1486                                     |
| 14503    | G                   | 596 sg. ft.      | 4.1486                                     |
| 14505    | D                   | 995 sq. ft.      | 6.9261                                     |
| 14507    | D                   | 995 sg. ft.      | 6.9261                                     |
| 14509    | F                   | 689 sq. ft.      | 4.7960                                     |
| 14511    | F                   | 689 sq. ft.      | 4.7960                                     |
| 14513    | E                   | 923 sq. ft.      | 6.4249                                     |
| 14515    | E                   | 923 sq. ft.      | 6.4249                                     |

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| Unit No. | Plan<br>Designation | Approximate Area | Percentage Ownership<br>in Common Elements |
|----------|---------------------|------------------|--|
| 14500    | D                   | 995 sg. ft.      | 6.9261                                     |
| 14502    | D                   | 995 sq. ft.      | 6.9261                                     |
| 14504    | D                   | 995 sq. ft.      | 6.9261                                     |
| 14506    | D                   | 995 sq. ft.      | 6.9261                                     |
| 14508    | D                   | 995 sq. ft.      | 6.9261                                     |
| 14510    | D                   | 995 sq. ft.      | 6.9261                                     |
| 14512    | D                   | 995 sq. ft.      | 6.9261                                     |
| 14514    | D                   | 995 sq. ft.      | 6.9261                                     |
| TOTAL    |                     |                  | 100.0000                                   |

- 3.4 <u>Description of Staged Development</u>. The Declarant proposes to develop the Condominium in several stages with the maximum number of units, maximum number of stages, the additional common elements, minimum allocation of undivided interest in the common elements and election dates as follows:
  - (a) The maximum number of units to be included in the condominium development is eighty (80).
  - (b) The maximum number of stages in the development including the initial stage is nine (9). However, the Declarant's present plans are for five (5) stages of sixteen (16) units each.
  - (c) The additional common elements to be annexed at each stage of development shall include the portion of condominium buildings not included within a unit, the land, landscaping and exercise trails.
  - (d) If all eighty units are constructed as is anticipated there will be a total of 22 Plan D units, 26 Plan E units, 30 Plan F units and 2 Plan G units. In such event, the allocation of undivided interest in the common elements of each unit upon completion of development would be as follows:

Plan D Units 1.4685
Plan E Units 1.3624
Plan F Units 1.0170
Plan G Units .8797

However, the Declarant is reserving the right to construct units of different floor plans with either larger or smaller floor areas. However,

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the exterior style of the buildings will be compatible with those of Stage I. In all events, the minimum allocation of undivided interest in the common elements of each unit upon completion of the development will not be less than as follows:

Plan D Units 1.1013
Plan E Units 1.0218
Plan F Units .7627
Plan G Units .6597

The method used to establish allocation of undivided interest in the common elements will be based upon the square footage of cach unit expressed as a percentage of the sum of the square footage in all units in the condominium at each such respective stage of development.

(e) The Declarant shall annex the units in subsequent stages on or before December 31, 1983. Provided, however, pursuant to ORS 91.509(3), the Declarant may seek an amendment to the Declaration providing for an extension of time to annex additional stages, not to exceed two years after December 31, 1983.

The land which is to be annexed with units of subsequent stages need not be contiguous to the land of Stage I. The declarant reserves the right to construct units anywhere on the remaining portion of the land not submitted as a part of Stage I, but which is a part of the real property described on Exhibit "B."

# 4. GENERAL COMMON ELEMENTS.

The general common elements consist of all portions of the condominium not part of a unit, or a limited common element, including, but not limited to, parking areas, stairways, exercise trails, roof, exterior and all supporting elements of the buildings and the land and landscaping. Each unit will be liable for the general common expense in the ratio that the approximate area of such unit bears to the area of all units in the condominium assuming that at each stage of development, the percentage of units of each plan designation in the condominium is the same percentage that would exist if all 80 units are developed in the anticipated plan designations as set forth in paragraph 3.4(d). An adjustment shall be made when the project is finally completed with no more stages or units to be added so that the allocation of general

PAGE 5. DECLARATION OF UNIT OWNERSHIP

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common expense shall be based upon the floor area of one unit expressed as a percentage of the sum of the floor areas of all the units in the project. Provided, however, the Board of Directors may change the percentage allocation of general common expense among the units by an amount not to exceed a twenty-five percent (25%) deviation from the formula set forth herein. Provided, further, the Board of Directors may specially allocate to one or more units any expense directly attributable to such unit or units which is unique to it or them or which is out of proportion to similar expenses incurred by other units in the condominium.

- 4.1 Rules and Regulations Promulgated by the Association. No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association. Without, in any manner, intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common elements to the members of the Association and their respective families, guests, invitees and servants. Such use may be conditioned upon, among other things, the payment by the unit owner of such assessments as may be established by the Association for the purpose of defraying the cost thereof.
- 4.2 <u>Maintenance and Repair</u>. Maintenance and repair of the common elements shall be the responsibility of the Association. Nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed by the Association. Common expenses incurred for such maintenance and repair shall be prorated among the units based upon square footage on the periodic basis determined by the Baord of Directors.
- 4.3 <u>Income from Common Elements</u>. All income derived from any coin-operated vending machines and/or any other income derived from the common elements shall be income of the Association. The Board of Directors may, in its discretion, use such income to help meet the expense of maintaining the common elements or for such other purpose as may benefit the Association and the Unit Owners in a substantially equal manner.
- 4.4 Parking. There are sixteen (16) single car carports in Stage I. One carport appertains to each unit as

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a limited common element. The open parking spaces shall be used by the owners and their guests in accordance with rules and regulations promulgated by the Board of Directors.

4.5 <u>Voting</u>. The owner of each unit shall be entitled to one vote. "Majority" or "Majority of Unit Owners" shall mean owners of more than fifty percent (50%) of the units. The calling and conducting of meetings of the Association of Unit Owners and the exercise of voting rights shall be controlled by Article II of the Bylaws.

# 5. LIMITED COMMON ELEMENTS.

The carports are limited common elements and are designated by a "C" followed by a number. Each of the carports is a limited common element appertaining to the unit bearing the same numeration, as shown on the plat. Each of the patios/decks and storage areas adjacent thereto is a limited common element appertaining to the unit which it adjoins. Notwithstanding that the carports, patios/decks and storage areas adjacent thereto are limited common elements, the expense of maintenance, repair and replacement of the carports, patios/decks and storage areas shall be treated as a general common expense of all unit owners, excepting for any damages caused by the negligence or intentional action of a specific unit owner, in which event such owner shall be liable to repair such damage to the limited common element.

# 6. USE RESTRICTIONS.

The use of the condominium property will be in accordance with the following provisions, as long as the condominium exists and the condominium building in useful condition exists upon the land.

- 6.1 Use as Private Dwelling Only. Each of the units will be occupied as a single-family private dwelling by its owner or his tenant, their visitors and guests, and for no other purpose.
- 6.2 <u>Pets</u>. No owner may keep a pet in his unit without the prior written consent of the Board of Directors. Any owner given such authorization shall further abide by the Municipal Sanitary Regulations, leash laws and rules or regulations of the Association created by the Board of Directors.

PAGE 7. DECLARATION OF UNIT OWNERSHIP



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- 6.3 Assessment for Professional Management. The Declarant is reserving the right to appoint a three-member Board of Directors until the organizational meeting. The interim Board of Directors, at the direction of the Declarant, may contract with a professional manager to manage the condominium. The Declarant plans to file an application with the Federal National Mortgage Association ("FNMA") or with the Federal Home Loan Mortgage Corporation ("FHLMC") to obtain approval of the condominium to be eligible for the acquisition of individual unit mortgages by FNMA or FHLMC. FNMA or FHLMC or other prospective individual unit lenders may require the Declarant to obtain professional management. Accordingly, the Declarant has included a cost estimate in the monthly assessment of each unit owner to pay for the professional management. The term of and provisions in any professional management agreement shall be consistent with Section 10.5 of this Declaration of Unit Ownership.
- 6.4 Appearance of Condominium Building. The unit owners will not cause anything to be hung, displayed, or placed on the walls, doors, windows, walkways, ceilings of walkways or roof of the condominium building or any other common element; and they will not otherwise change the appearance of any portion of the common elements without the prior written consent of the Board of Directors. Each unit owner shall provide draperies at all windows which shall be lined with white materials, sufficiently opaque so as to not disclose the color of the interior portion of such draperies. No clothes lines or similar devices, no radio or television antennas or aerials and no "For Sale" signs, will be allowed on any part of the condominium property without the prior written consent of the Board of Directors, except that the Declarant may post reasonable signs in reasonable places on the condominium property advertising any unseld unit for sale.
- 6.5 <u>Nuisances</u>. No nuisances will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No unit owner will permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.
- 6.6 Improper, Offensive or Unlawful Use. No improper, offensive or unlawful use will be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having

PAGE 8. DECLARATION OF UNIT OWNERSHIP

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jurisdiction will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the property concerned.

- 6.7 Right of Seller to Manage Project and Appoint Interim Board of Directors. The Seller, as the Declarant of Murray Park Condominiums, has reserved the right in the Bylaws to appoint an interim Board of Directors to manage the condominium until the earlier of (a) the date when sales of 90% of the total units projected for the condominium have been closed; or (b) the date sales with respect to 90% of the units completed have been closed and the Declarant waives, in writing, its right to develop and annex additional units; or (c) December 31, 1983.
- 6.8 Additional Rules. Rules and regulations concerning other use of the condominium property may be made and amended from time to time by the Association or the Board of Directors. Copies of such rules and regulations will be furnished to all unit owners and residents of the condominium, upon request. Additional rules, regulations and restrictions are contained in the Bylaws.

# 7. MANAGEMENT OF AFFAIRS OF THE ASSOCIATION OF UNIT OWNERS.

The affairs of the Association of Unit Owners shall be managed by a Board of Directors and by officers consisting of a Chairman of the Board of Directors, a Secretary and a Treasurer. The Board of Directors shall adopt administrative rules and regulations governing details of the operation, maintenance and use of the property, and to prevent unreasonable interference with the use of the respective units and of the common elements by the several unit owners. The Board of Directors may retain an individual (one of the unit owners), a firm or corporation to act as manager of the property.

# 8. SERVICE OF PROCESS.

The name of the person to receive service of process in cases provided in Subsection 1 of ORS 91.578, is J. David Bennett, whose address in Washington County is 5205 S. W. Elm, Beaverton, Oregon.

PAGE 9. DECLARATION OF UNIT OWNERSHIP

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# ADOPTION OF BYLAWS.

The undersigned Declarant, subject to this Declaration, has adopted, pursuant to the regulations of the Oregon Unit Ownership Law, the Bylaws attached hereto and by reference made a part hereof, marked Exhibit "C," to govern the administration of the property.

- Amendment. The Bylaws may be amended from time to time as provided therein. Any amendment thereto shall be recorded in the official records of Washington County, Oregon.
- Compliance with Bylaws and Other Restrictions. Each unit owner shall comply with the Bylaws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions in this and with the covenants, Conditions and restrictions in this Declaration or in the deed to his unit. Failure to comply therewith shall be grounds for suit or action, maintainable by the Association of Unit Owners or by any unit owner, in addition to other sanctions which may be provided by the Bylaws or by any existing administrative rules and regulations. Should any conflict exist in the interpretation or application of the Declaration and Bylaws, the Declaration application of the Declaration and Bylaws, the Declaration shall control.
- 9.3 <u>Legal Proceedings</u>. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due, damages or a suit for injunctive relief, to foreclose a lien or any combination thereof. Relief may be sought by the Association or by the manager of the Association, or if appropriate, by an aggrieved unit owner.
- 9.4 <u>Costs and Attorneys' Fees</u>. In any proceeding arising because of alleged default by a unit owner, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorneys' fees as may be determined by the trial court in any trial or by the Appellate Court in any appeal thereof.
- Waiver of Rights. The failure of the Association or a unit owner to enforce any right, provision, covenant or condition which may be granted by a condominium document, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

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# 10. MORTGAGEES.

In the event of a conflict between this Section 10 and other provisions of this Declaration, the provisions of this Section 10 will prevail.

- 10.1 Notice of Change in Documents or Manager. The Association of Unit Owners shall give each mortgages written notice thirty (30) days prior to the effective date of (i) any change in the condominium documents and (ii) any change of manager (not including change in employees of corporate manager) of the condominium.
- 10.2 <u>Notice of Default by Mortgagor</u>. The Association of Unit Owners shall give each mortgagee written notification of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents or the Oregon Unit Ownership Law, which is not cured within thirty (30) days.
- 10.3 Mortgagee Exempt from Certain Restrictions. Any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, or fore-closure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit.
- Discharge of Lien Upon Foreclosure. Subject to ORS 91.546, the lien of the Association shall be subordinate to a first mortgage or trust deed of record. Any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, by foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units, including the mortgaged unit).
- 10.5 <u>Professional Management</u>. Upon written request of the holders of at least fifty percent (50%) of the first mortgages of units in the condominium, the Board of Directors shall employ a professional manager to manage the affairs of the Association. Any agreement for professional management shall provide that the management contract may be terminated

PAGE 11. DECLARATION OF UNIT OWNERSHIP DEGENVE

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for cause on thirty (30) days' written notice and the term of any such contract shall not exceed one (1) year. Without the prior written approval of the holders of seventy-five percent (75%) of the first mortgages on units in the condominium, the Association of Unit Owners may not effect any decision to terminate professional management and assume self management of the condominium.

- 10.6 Written Consent of Mortgagee Required in Certain Cases. Unless all holders of first mortgage liens on individual units have given their prior written approval, neither the Association nor the Unit Owners of the condominium shall:
  - (a) change the pro rata interest or obligations of any condominium unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each unit in appurtenant real estate and any improvements thereon which are owned by the unit owners in the condominium in undivided pro rata interests ("common clements");
  - (b) partition or subdivide any unit or the common elements of the condominium property; or
  - (c) by act or omission seek to abandon the condominium status of the condominium property, except as provided by the Oregon Unit Ownership Law in the event of substantial loss to the units and common elements of the condominium property;
  - (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements shall not be deemed a transfer within the meaning of this clause;
  - (e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by the Oregon Unit Ownership Law in case of substantial loss to the units and/or common elements of the condominium project.
- 10.7 Proxy Held by Mortgagee in Certain Cases. The first mortgagee (or beneficiary under a trust deed) may
- FAGE 12. DECLARATION OF UNIT OWNERSHIP

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attend a meeting of the Association of Unit Owners with the proxy of the mortgagor of said unit for the purpose of voting to paint or otherwise maintain the common elements. Provided, however, such right shall arise only in the event the mortgagee reasonably believes that the Association of Unit Owners has failed to maintain the common elements in sufficient manner to prevent excessive wear and tear.

- 10.8 Right to Examine Books and Records. All first mortgagees shall have the right to examine the books and records of the Association of Unit Owners or the condominium property upon reasonable notice and at reasonable times.
- 10.9 Right to Annual Reports. All first mortgagees shall, upon request, be entitled to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association of Unit Owners.
- 10.10 Right to Receive Written Notice of Meetings. The Association of Unit Owners shall give all first mortgagees, upon request, written notice of all meetings of the Association, and such first mortgagees shall be permitted to designate a representative to attend all such meetings.
- 10.11 Notice in Event of Loss or a Taking. The Condominium Owners Association shall give all first mortgagees written notice of any loss to, or taking of, the common elements of the condominium project or a unit in the condominium project if such loss or taking exceeds \$10,000 with respect to the common elements or \$1,000 with respect to any unit.

# 11. AMENDMENTS TO DECLARATION.

Except where a larger vote is required by law, this Declaration may be amended from time to time by consent or approval of the unit owners holding 75% or more of the voting rights as otherwise set forth in this Declaration. Provided, however, no amendment of this Declaration reducing or eliminating the right of any first mortgagee shall be made without the prior written consent of all such first mortgagees.

11.1 <u>Declarant's Approval Required</u>. Until the time in which to annex units in subsequent stages expires or so long as Declarant owns any unit in the condominium, Declarant's consent shall be required to amend the Declaration. Provided, however, no such consent shall be required after December 31, 1985. No amendment may change the size, location, percentage interest in the general common elements, share of common

PAGE 13. DECLARATION OF UNIT OWNERSHIP

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profits or expenses, or voting power of any unit unless such amendment has been approved by the owners of the affected unit and the holders of any mortgage or trust deed on such unit.

11.2 <u>Recordation</u>. The amendment shall be effective upon recordation in the Deed Records of Washington County, certified to by the chairman and secretary of the Association and approved by the County Assessor and the Real Estate Commissioner.

# 12. SUBDIVISION.

No unit may be subdivided into divisions of any nature.

# 13. AUTHORITY TO GRANT EASEMENTS, RIGHTS-OF-WAY, LICENSES AND OTHER SIMILAR INTERESTS.

Pursuant to ORS 91.527(5), the Association shall have the authority to execute, acknowledge, deliver and record on behalf of the unit owners, easements, rights-of-way, licenses and other similar interests affecting the general common elements. The granting of any such interest shall first be approved by at least seventy-five percent (75%) of the unit owners as required by ORS 91.527(6). The instrument granting any such interest shall be executed by the chairman and secretary of the Association and acknowledged in the manner provided for acknowledgment of such instruments by such officers and shall state that such grant was approved by at least seventy-five percent (75%) of the unit owners.

# 14. DECLARANT'S SPECIAL RIGHTS.

Until the time in which to annex units in subsequent stages expires or so long as Declarant cwns any unit in the condominium, Declarant shall have the following special rights. Provided, however, no such rights shall exist after December 31, 1985.

- 14.1 Sales Office and Model. The Declarant shall have the right to maintain a sales office and model in one or more of the units. The Declarant and prospective purchasers and their agents shall have the right to park automobiles in common areas and to use and occupy the sales office and models during reasonable hours any day of the week.
- 14.2 <u>"For Sale" Signs</u>. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the condominium property.

PAGE 14. DECLARATION OF UNIT OWNERSHIP

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- 14.3 No Capital Assessments Without Consent. Neither the Association nor the Board of Directors shall make any assessments for new construction, acquisition or otherwise without the prior written consent of the Declarant. Provided however, nothing contained in this Section 14.3 is intended nor shall be construed as a limitation on the Declarant's obligation to pay common monthly assessments on units owned by the Declarant pursuant to requirements of the Oregon Unit Ownership Law.
- 14.4 <u>Common Area Maintenance By The Association</u>. The Association shall maintain all common areas in a clean and attractive manner. Should the Association fail to do so, the Declarant may perform such maintenance at the expense of the Association.
- 14.5 <u>Declarant's Easements</u>. The Declarant, its agents and employees, shall have an easement on and over the common areas for the completion of any portion of the condominium, including the furnishing and decoration of any unit, sales office or model including the storage of materials on the common area at reasonable places and for reasonable lengths of time.

# 15. COVENANTS WITH THE CITY OF BEAVERTON

The Association shall maintain the common areas and elements of the condominium (including open spaces, recreational facilities and accessways) in the manner necessary to meet the standards lawfully required by the City of Beaverton under the authority of its ordinances, including but not limited to, ordinances relating specifically to the condominium property. Assessments against unit owners pursuant to this Declaration shall be made in sufficient amounts to assure that the maintenance of common areas and elements conforms to such standards. The foregoing maintenance requirements shall continue as an obligation upon the property, and the owners thereof notwithstanding dissolution of the Association or withdrawing of the property from unit ownership.

In the event the Association is dissolved or for any other reason ceases to maintain the common areas and elements (including open spaces, recreational facilities and accessways) the City of Beaverton may perform or hire an independent contractor to perform any maintenance work as it reasonably deems necessary. The City may impose a lien upon the units and common elements appertaining thereto, for the reasonable value of any such work performed and for recording fees, court costs and attorney's fees. Any such lien may be

PAGE 15. DECLARATION OF UNIT OWNERSHIP

DECENTED MAR 2 7 1980 DECEMBER AS INC. D

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HILLSBORO

enforced and foreclosed in the manner provided in ORS 223.505 to 223.650. Notwithstanding any other provisions of this Declaration, the foregoing covenant and restrictions shall not be amended, changed, revoked or terminated, in whole or in part, without the express written consent of the City of Beaverton.

L. B. NELSON CORPORATION OF OREGON Vice President David H. Cook Vice President STATE OF OREGON March 6 SS. County of Multremal) Personally appeared Samuel C. Hathorn, Jr. and David H. Cook, who, being duly sworn, did say that they are Vice-Presidents of L. B. Nelson Corporation of Oregon, and All dr. st. in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed. BEFORE ME: NOTARY GUBLIC FOR OREGON My Commission Expires:\_ The foregoing Declaration is approved pursuant to ORS 91.512 this Am day of Mach DF dy WILLIAM F. GWINN Real Estate Commissioner

PAGE 16. DECLARATION OF UNIT OWNERSHIP

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REAL ESTANT CO

Washington County Approval of

The Declaration of Murray Park Condomunium is herewith approved.

Dated this 24 day of 3, 1980

Department of Assessment and Taxation Donald W Mason, Director

17

march 24, 1980

HILLSBORO

A tract of land in Washington County, Oregon more particularly described as follows:

Beginning at a point on the North line of the duly recorded plat of BROOKVIEW; said point bears North 01°29'47" East 1102.16 feet and North 89°07'24" West 188.39 feet from the southeast quarter of Section 17, Township 1 South, Range 1 West of the Willamette Meridian; thence from said INITIAL POINT North 0°52'36" East 148.99 feet; thence North 89°07'24" West 3.00 feet; thence North 0°52'36" East 149.19 feet to a point on the north line of that certain tract of land described in deed to Belle E. Gollack, recorded October 6, 1958 in Book 410, page 49 Washington County Deed Records; thence along said north line South 89°03'57" East 149.61 feet to a point on the west line of S. W. Murray Road; thence along said west line South 1°29'47" West 298.05 feet to the north line of said BROOKVIEW; thence North 89°07'24" West along said north line, 143.39 feet to the point of beginning.



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march 24, 1980

HILLSBORO

Part of the Southeast quarter of Section 17, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington and Stage of Oregon, described as follows:

beginning at a point South 1532.49 feet from the quarter corner common to sections numbered 16 and 17 in Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon; and running thence South 89°28' West 660.0 feet to an iron pipe; thence North 298.00 feet to an iron pipe; thence North 89°28' East 659.80 feet to a point; thence South 298.00 feet to the point of beginning.



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march 24, 1980

**HILLSBORO** 

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# MURRAY PARK CONDOMINIUMS

SIDE I OF 2

STAGE

S.E. 1/4 COR. SECTION 17, T. 1 S., R. 1 W., W. M. CITY OF BEAVERTON. WASHINGTON COUNTY, OREGON CONTAINS 1 00 ACRES

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# SURVEYOR'S CERTIFICATE:

L JOHN W HANTHORNE, & THEFTON PERSON



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# MURRAY PARK CONDOMINIUMS

SIDE 2 OF 2

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