

DECLARATION OF UNIT OWNERSHIP

OF

IMPERIAL TERRACE CONDOMINIUM

Gen & All lots

THIS DECLARATION of submission to Unit Ownership and related details, hereinafter called "Declaration," is executed and acknowledged pursuant to the Oregon Unit Ownership Law, ORS 91.505 to 91.675, this 23 day of MARCH, 1977 by Tualatin Development Co., Inc., an Oregon corporation, hereinafter called "Declarant."

Declarant does hereby publish and declare that the property hereinafter, in Section 1.0, described is held in fee simple, subject to construction mortgage which will be satisfied by Declarant, to statutory powers, including the power of assessment, of the Unified Sewerage Agency of Washington County, and shall be held, used, conveyed, hypothecated, encumbered, leased, rented, occupied, and improved subject to the covenants, conditions, restrictions, uses, limitations and obligations defined or provided in this Declaration, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division thereof into condominium units, and shall be a burden and benefit to Declarant, its successors and assigns, and any subsequent owners acquiring or owning an interest in the Property, including improvements thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

1.0 Description of the Property

1.1 The land and the buildings, improvements and structures thereon,

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together with all easements, rights and appurtenances thereof, all hereinafter called "Property," by this Declaration submitted to the provisions of the Unit Ownership Law, is described as follows:

The following described tract of land being situated in Section 10, T-2S

R-1W W.M. City of King City, Washington County, Oregon:

Beginning at the initial point of the duly recorded plat of King City #9; thence: North $75^{\circ}23'45''$ West 50.00 feet thence: N- $43^{\circ}48'37''$ W 37.53 feet to the southerly right of way of S. W. Beef Bend Road 25 feet from center line when measured at right angles thereto; thence: along said right of way North $46^{\circ}11'23''$ East 112.33 feet thence: North $56^{\circ}23'28''$ East 506.15 feet thence: leaving said right of way along a 61.88 foot radius curve to the right having a central angle of $58^{\circ}49'00''$ the chord of which bears South $04^{\circ}12'02''$ East 60.77 feet (an arc dist. of 63.53) thence: South $25^{\circ}12'28''$ West 121.02 feet thence: along the arc of a 234.71 foot radius curve to the right having a central angle of $25^{\circ}21'12''$ the chord of which bears South $37^{\circ}53'04''$ West 103.01 feet (an arc dist. of 103.86 feet) to a point of compound curve; thence along the arc of a 1,476.01 foot radius curve to the right having a central angle of $07^{\circ}53'50''$ the chord of which bears South $54^{\circ}30'35''$ West 203.28 feet (an arc dist. of 203.44 feet) to a point of tangency; thence: South $58^{\circ}27'30''$ West 103.44 feet to a point of curve; thence along the arc of a 128.26 foot radius curve to the right having a central angle of $31^{\circ}43'35''$ the chord of which bears South $74^{\circ}19'17''$ West 70.12 feet (an arc dist. of 71.02 feet) to the easterly right of way of S. W. 123rd Ave; thence along said easterly right of way North $00^{\circ}11'05''$ East 20.00 feet to a point of curve thence: along the arc of a 100.00 radius curve to the right having a central angle of $14^{\circ}25'10''$ the chord of which bears North $07^{\circ}23'40''$ East 25.10 feet (an arc dist. of 25.17 feet) to the point of beginning.

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

1.2 Declarant herewith files for recording with the Directors of Records and Elections of Washington County, Oregon, a certain instrument entitled "Floor Plans and Plat of the Imperial Terrace Condominium", hereinafter referred to as "Plans".

2.0 Definitions

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

2.1 "Association of Unit Owners" means the Association of Imperial Terrace Condominium #2 Unit Owners.

2.2 "Building" means a multiple-unit building of single-unit buildings, or any combination thereof, comprising a part of the property.

2.3 "Bylaws" means the bylaws adopted by the Association of Imperial Terrace Condominium #2 Unit Owners, including adopted amendments thereto.

2.4 "Civic Association" means the King City Civic Association, an Oregon non-profit corporation.

2.5 "Common Elements" means the general common elements.

2.5B "Limited Common Elements" means those common elements limited to the use of the designated units.

2.6 "Common Expenses" means:

(a) expenses agreed upon as common by the unit owners; and replacement of the common elements;

(b) expenses agreed upon as common by the unit owners; and

(c) expenses of securing and maintaining insurance and other common services and benefits as contemplated by this Declaration;

(d) expenses declared common by subsection (1) of ORS 91.590

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and subsection (2) of ORS 91.595, or by this Declaration or the Bylaws.

2.7 "Declarant" means Tualatin Development Co., Inc., and Oregon corporation, which has made and executed this Declaration, and includes any successor of Tualatin Development Co., Inc.

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

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

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

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

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

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

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(f) all roads, roadways, and carports designated on the Plans and identified as otherwise reserved or owned.

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

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

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

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

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

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

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

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

3.0 Name of Property and Description of Units.

3.1 The name by which the property and units collectively shall be known is Imperial Terrace Condominium

3.2 The Units on the property consist of twenty six (26) residential units located in three buildings. The Units shall be of three different floor plans as illustrated in the attachments to this Declaration and constructed and grouped in buildings as follows:

Bldg.	Unit Designations (Number)	Floor Plan (Type)	Approx. Area (sq.ft.)	Percentage of Ownership of Common Elements and Vote Weight	Maximum Initial Monthly Assessment
1	1-2	C	1030	4.11	36
1	2-1	C	1030	4.11	36
1	1-3	C	1030	4.11	36
1	2-4	C	1030	4.11	36
1	1-5	C	1030	4.11	36
1	2-6	C	1030	4.11	36
1	1-7	C	1030	4.11	36
1	2-8	C	1030	4.11	36
2	1-1	A	778	3.10	36
2	2-2	A	954	3.81	36
2	3-3	A	954	3.81	36
2	1-4	B-1	778	3.10	36
2	2-5	B-1	778	3.10	36
2	3-6	B-1	954	3.81	36
2	1-7	B-1	954	3.81	35
2	2-8	B-1	778	3.10	36
2	3-9	B-1	842	3.36	36
2	1-10	A	1016	4.05	36
2	2-11	A	1016	4.05	36
2	3-12	A	842	3.36	36
3	1-1	C	1030	4.11	36
3	2-2	C	1030	4.11	36
3	1-3	C	1030	4.11	36
3	2-4	C	1030	4.11	36
3	1-5	C	1030	4.11	36
3	2-6	C	1030	4.11	36
				<u>100.00</u>	

3.3 Building #2 has 4 units in daylight basement. Units numbers 3-3, 3-6, 3-9, 3-12.

3.4 Principal materials of which the buildings are constructed are the following: The exterior siding material in each of the three buildings is "double05" aluminum with wood trim. Common entries have steel doors. Sliding patio doors are bronze-anodized and have safety glass. Other windows are bronze-anodized aluminum. Roofs are composition with manufacturer's 20 yr. guarantee. Gutters and downspouts are galvanized. Electric heat is installed. Foundations are of reinforced concrete. Bottom floors are concrete slab or 1-1/8 inch plywood on 4"x6" wood beams on posts resting on concrete footings. Framing is wood. Plumbing and wiring is installed and conforms to State of Oregon codes effective at time of construction. All exterior walls and ceilings of units are insulated.

The roads are blacktopped. Curbs and sidewalks are concrete.

Building No. 1 is two-story; Building No. 2 is three story; Building No. 3 is two story; all is more specifically indicated in the drawings of elevations and floor plans attached to this Declaration.

3.5 The Units are designated on the "Floor Plans and Plat of Imperial Terrace Condominium", hereinafter called "Plans", filed herewith for record in the office of the Recording Officer, a copy of which Plans are attached hereto.

4.0 General Common Elements.

4.1 Proportionate ownership by Unit of the general common elements in the property shall be in the percentages defined in Section 3.2 of this Declaration. Those proportions are established on the basis of approximate initial square footage of the respective Units to the combined square footage

of the several units.

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5.0 Limited Common Elements.

5.1 Proportionate ownership by Unit of the limited common elements in the property shall be established in the same manner and by the same formula as ownership of general common elements.

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

5.3 Located at an end of each privacy deck or patio area is a storage area. Each such storage area is a limited common element and is reserved for the use of the Unit, the exterior wall of which it abuts, to the exclusion of the other Units.

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

6.1 The proportionate undivided interest in general common elements allocated to the respective Units and the right of exclusive use of limited common elements reserved for the respective Units, all as

provided in this Declaration, shall be irrevocably appurtenant to the title **102**
to the Units, respectively, to which they are allocated or reserved, and
the undivided interest in the common elements and the fee title to the
respective Units conveyed therewith shall not be separated or separately
conveyed, and each undivided interest in common elements shall be
deemed to be conveyed or encumbered with its respective Unit, even
though the description in the instrument of conveyance or encumbrance
may refer only to the fee title to the Unit.

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

6.3 The Association of Unit Owners shall give the Federal Home
Loan Mortgage Corporation notice (c/o the Servicer of any Federal Home
Loan Mortgage Corporation loans on the project known to the Association,
at the Servicer's address) in writing of any loss to, or taking of, the
common elements of the project if such loss or taking exceeds \$10,000.

7.0 Conditions, Restrictions and Covenants.

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

7.1 In addition to other conditions, restrictions and covenants
herein defined, each Unit and the Property, shall be subject to conditions
and restrictions, encumbering the property of record on the date of this
Declaration being Declaration of Restrictions Pertaining to King City No. 7,
recorded December 11, 1967 in Book 672, page 299, and Amended and
Restated Declaration of Conditions and Restrictions, recorded February 19,

1970 in Book 771, pages 932-945, and Further Amendment and Restatement of Declaration of Conditions and Restrictions, recorded October 6, 1971 in Book 838, pages 228-229 Records of Washington County, Oregon, and/or to any supplements or modifications thereto which may be hereafter validly placed of record.

7.2 Membership in Civic Association. Pursuant to Article I. Section 9 of the Conditions and Restrictions referred to in paragraph 7.1, each Unit occupant shall be a proprietary member of the King City Civic Association and shall be subject to the obligations for that status.

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

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

Owners with respect to the operation and management of the condominium.

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

7.5 A Unit Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective Unit, nor shall said Owner be deemed to own pipes, wires, conduits or other public utility lines running through any Unit, except as tenants in common with the other Unit Owners as provided in this Declaration. A Unit Owner, however, shall be deemed to own the walls and partitions which are contained in said owner's Unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including drywall, paint, wallpaper, carpet, etc.

7.6 Maintenance, Repair and Structural Changes.

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

7.6.2 All repairs, replacement and maintenance of internal installations of the Unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, disposal-type appliances, doors, windows, lamps, and other accessories, lines pipes and services located within the perimeters of the Unit area, and

and unplugging of drainlines which may be located within the exterior walls surrounding the Unit and all maintenance of the interiors or storage area assigned to the Unit as a limited common element shall be at the Owner's expense. The foregoing shall apply despite the fact that some or all of the locations requiring repairs, replacement or maintenance shall be located in interior or exterior walls or for other reasons may not be within the boundaries of the Unit or owned by the Unit Owner.

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

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

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7.6.5 If the mortgagee, and/or beneficiary of a deed of trust of any Unit Owner, except declarant, determines that the Board is not providing adequate maintenance, repair or replacement for the Project, such mortgagee, and/or beneficiary may give written notice to the Board setting forth the defect or defects which it believes exist. If the specified defect or defects are not corrected within 90 days after receipt of said notice, then the mortgagee, and/or beneficiary upon written notice to the Board that it is exercising its purchaser's rights thereunder, shall have the right to attend such special or annual meetings of the Association and to cast a vote for each unit on which it holds a recorded mortgage, and/or deed of trust lien on their business before such meeting and said purchaser's rights shall continue until the defects specified in the notice are corrected.

7.6.6. A first mortgagee, and/or beneficiary of any Unit Owner, at request of such creditor, shall be entitled to written notification from the Association of Unit Owners of any default by the debtor of such unit in the performance of such debtor's obligations under the condominium documents, which is not cured in thirty (30) days.

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

thereof shall exist.

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

7.8.1 Each Unit's vote shall be weighted in accordance with the percentage of the Unit's share in the Ownership of the common elements as provided in the Declaration of Unit Ownership of King City Terrace Condominium #2.

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

(a) Class A. Class A members shall be all those Unit Owners as defined in Section 2.15 with the exception of the Declarant; provided, that Declarant shall become a Class A member when its Class B membership has been converted as hereinafter defined. A Class A member shall be entitled to one weighted vote for each Unit in which he or she holds the interests required for membership by section 3.0 of the Bylaws of the Association of King City Terrace Condominium #2 Unit Owners; provided, when more than one person holds the total fee simple interest in any Unit, all such persons shall be members, but the vote for such Unit shall be exercised as they among themselves determine and by such one person representing the Unit as the group of

Owners shall have certified unanimously and in writing to the Secretary of the Association; provided further, in no event shall more than one weighted vote be cast with respect to any residential unit.

(b) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) weighted votes for each Unit in which it holds the interest required for membership by Section 3.0 of the Bylaws of the Association of King City Terrace Condominium #2 Unit Owners, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal twice the total votes outstanding in the Class B membership,
or

(2) on January 1, 1980.

7.9 The Unit Owners covenant and agree that the administration of King City Terrace Condominium #2 shall be in accordance with the provisions of this Declaration and the Bylaws of the Unit Owners Association and of the Civic Association, as set out in paragraphs, 7.1 thru 7.3 herein, as each of them may from time to time be amended.

7.10 Each Owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, decisions and resolutions of the Association or its representative, as lawfully amended from time

to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

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

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

7.13 Administration, Assessments and Liens

7.13.1 The Board of Directors of the Association of Unit Owners shall administer the affairs of the Condominium for the benefit of the Unit Owners and shall administer, maintain, repair or replace the common elements and arrange for employment or contracting of personnel therefor and shall have authority, in accordance with its Articles of Incorporation and its Bylaws, to raise by assessment against the Units, funds to pay the common expenses. Such assessments shall be levied in

amounts prorated among the several Units according to the percentage of undivided interest of each in the common elements. Until modified by the Association acting through its 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 this Declaration. All sums assessed by the Association, but unpaid for the share of the common expenses and utility services chargeable to any Unit, shall constitute a lien on such Unit prior to all other liens, except only (1) tax liens on the Unit in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage and/or deed of trust of record. Such lien may be foreclosed by suit by the Manager or Board of Directors of the Association of Unit Owners, acting on behalf of the Owners of the Units, in like manner as a mortgage of real property. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit, if so provided by the Bylaws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Manager or Board of Directors, acting on behalf of the Association of Unit Owners shall have power, unless prohibited herein, to bid in the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. Officers amounts paid by the grantee therefor.

However, any such grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the unit conveyed by subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

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

7.18 Right of Entry.

7.18.1 Each Unit Owner and each lessee or other occupant of any Unit grants the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association, in case of an emergency originating in or threatening a Unit, whether or not Owner, lessee or occupant is present at the time.

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

occupant. In case of an emergency such right of entry shall be immediate.

7.19 Fire and Liability Insurance. The Board of Directors of the Association of Unit Owners shall procure and maintain, and from the assessments levied to pay common expenses shall pay the premiums for, a policy or policies (herein called "the Policy") of fire insurance, with extended coverage endorsement, for as nearly as practicable to one hundred percent (100%) of the insurable replacement cost value of the buildings on the Property and/or building service equipment in its initial forms without deductions for depreciation and without consideration of extra improvements which any Unit Owner shall have caused to be affixed to his Unit after original sale by builder (such value to be determined annually by the Board and to exclude property of every kind and description while underground, except underground conduit or wiring when beneath the buildings covered herein) in the name of the Board as insured as trustee for the several Unit Owners and their mortgages, and deeds of trust in the ratio defined in paragraph 3.2 of this Declaration. Such policy:

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

7.19.2 Shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within

the control or knowledge of the Board, or if reasonably obtainable, shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board or the Unit Owner or a tenant of any unit, or by reason of any act or neglect of the Board or the Unit Owner or a tenant of any Unit:

7. 19. 3 Shall provide that the policy may not be cancelled (whether or not requested by the Board) except by giving to the Board and to the Unit Owner of each Unit who shall have requested such notice of the insurer in writing addressed to him at the premises, thirty (30) days written notice of such cancellation;

7. 19. 4 Shall contain a provision waiving any right of subrogation by the insurer to any right of the Board against any Unit Owner or a lessee of any Unit:

7. 19. 5 Shall contain a provision waiving any right of the insurer to repair, rebuild and replace or to require that the Board of the Association or the Unit Owner do so;

7. 19. 6 Shall provide that in the case of any loss, the loss shall be adjusted with the Board of the Association;

7. 19. 7 Shall contain a standard mortgage clause which

(a) shall name the holder of any mortgage and/or deed of trust, affecting any Unit whose name shall have been

furnished to the Board;

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

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

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

(3) Shall provide that any reference to a mortgagee, and/or beneficiary, in the policy shall include all like creditors on any Unit, in order of preference.

7. 19.8 The Board of the Association of Unit Owners shall procure and maintain a policy or policies (herein called "the policy") of comprehensive general liability insurance to insure the Board, each Unit Owner as the owner of a Unit, and any managing agent and other employees of the Association against claims for personal injury or property damage arising out of the existence of premises and/or against such claims arising out of operations of contractors of construction work under a comprehensive general liability form to include, but is not limited to, (1) coverage of automobile liability for owned, hired or non-owned automobiles, (2) water damage legal liability and (3) fire damage legal liability. The comprehensive general liability insurance shall include Unit Owners and employees as aforesaid as additional insureds, it being understood and agreed that the insurance will exclude coverage for the personal activities of Unit Owners and employees as aforesaid, and will cover a Unit Owner only with respect to his liability arising out of ownership, maintenance or repair of that portion of the premises not

reserved for his exclusive use or occupancy. Said insurance, shall be for such limits, not less than \$1,000,000.00, as the Board may decide.

Such policy:

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

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

It is the intent of these provisions that each residential Unit Owner or occupant shall be responsible to procure and maintain such public liability insurance coverage as he may desire with respect to his Unit and the limited common elements, but not the general common elements, reserved to such Unit.

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

7.10.10 The Board of the Association of Unit Owners shall review, not less frequently than annually, the adequacy of its insurance program and shall report in writing the Board's conclusions and action taken on such

review to the members of the Association. At the request of any mortgagee, 10259
and/or beneficiary, of any Unit, the Board shall furnish to such creditor
a copy of the fire policy described in paragraph 7.19.1. Copies of every
policy of insurance procured by the Board shall be available for inspection by
Unit Owner (or contract purchaser) at the office of the managing agent.

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

7.20 Damage, Destruction and Replacement of Buildings.

7.20.1 In the event of substantial damage to or destruction
of a building or one (1) or more Units on the Property, all available
insurance proceeds, including proceeds received for damage to a
building on any policy taken out by the Association of Unit Owners for
Unit Owners, shall be held in trust by the Board of the Association to
repair, reinstate, rebuild or replace the building (herein called
"the work") in accordance with the original plans and specifications or
if the work according to the original plans and specifications is not
permissible under the applicable laws and regulations, then in
accordance with other plans and specifications prepared or approved
by the Board. In the event of any deficiency between said insurance
proceeds and the cost of the work, each Unit Owner shall pay his

10259

proportionate share of said deficiency as Common Expenses.

The Board shall have the authority, as agent of all Unit Owners, to enter into a contract or contracts to accomplish the work.

7.20.2 Nevertheless in the event that, after substantial damage to or destruction of a building, the Board of the Association of Unit Owners shall determine together with the consent of 90% of the Unit Owners that such damage or destruction shall not be rebuilt, repaired or restored, or in the event such damage or destruction shall not have been rebuilt, repaired or restored within a reasonable time after occurrence thereof, the damaged buildings shall be subject to an action for partition by any Owner of a common interest or lienor as of owned in common, in which event the damaged buildings and the Units therein shall be sold and the net proceeds of the sale, together with the net insurance proceeds, shall be distributed in proportion to the respective common interests and in accordance with law.

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

7.20.4 To the extent that any loss, damage or destruction to a building on the property is covered by insurance procured by the Board of the Association of Unit Owners, the Board shall have no claim or cause of action for such loss, damage or destruction against any Unit Owner or lessee, such Unit Owner or lessee. To the extent that any loss, damage or destruction to the property of any Unit Owner or lessee is covered by insurance procured by such Unit Owners or lessee, such Unit Owner or lessee shall have no claim or

cause of action for such loss, damage or destruction against the Board, any managing agent or the Association. All policies of insurance referred to in this paragraph shall contain appropriate waivers of subrogation.

7.20.5 If a portion of the general common elements, not including any unit, in King City Terrace Condominiums No. 2, shall be taken or acquired by any governmental body having the right of eminent domain, the amount received from such governmental body on account of the taking or acquisition, shall be applied under the direction of the Board of Directors, as follows: (1) to the restoration of the general common elements, and (2) any balance to the Unit Owners according to their respective percentage of interest in the general common elements. In the event of a taking or acquisition of any Units, or portion thereof, by any governmental body, the amount paid by such governmental body on account of the taking or acquisition shall be disbursed to the Unit Owners, and their mortgagees, and/or beneficiary, if any, whose units are taken or acquired, to the extent that such amounts represent compensation for the taking or acquisition of their Units as determined by a Board of Arbitration, as hereinafter provided. Any balance representing compensation for damages to the remainder of the King City Terrace Condominiums #2, resulting from the severance of the Units taken shall be applied, under the direction of the Board of Directors, first to the restoration of the remainder of the general common elements. Any funds remaining after such restoration shall be distributed to the remaining Unit Owners, according to their respective percentages of interest in the general common elements. The compensation to be paid to Unit Owners whose Units are taken or acquired shall be determined by a Board of Arbitration, consisting of three (3) members: one (1) member to

be appointed by the Board of Directors; one (1) member to be appointed by the Unit Owners, whose Units are taken or acquired; and the third (3rd) member to be appointed by the other two (2) members of the Board of Arbitration. The majority vote of such Board of Arbitration shall be binding on the Association of Unit Owners and on all Unit Owners.

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

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

7.21.2 Any agreement for professional management of the project shall provide that the management contract may be terminated for cause on ninety (90) days written notice and the term of any such contract shall not exceed three years.

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

expense fund.)

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

7.24 Unless at least 75% of the first mortgagees, and/or beneficiarys, (based upon one vote for each lien owned) of Units shall have given their prior written approval, the Association of Unit Owners, either through its Board of Directors or otherwise, shall not be entitled to:

7.24.1 By act or omission, seek to abandon or terminate the condominium regime;

7.24.2 Change the pro-rata interest or obligations of any unit for:

(a) purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards; and for

(b) determining the pro-rata share of ownership of each Unit in appurtenant real estate and any common elements;

7.24.3 Partition or subdivide any Unit;

7.24.4 By act or omission seek to 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 by King City Terrace Condominiums #2, shall not be deemed a transfer within the meaning of this clause;

7.24.5 Use hazard insurance proceeds for losses to any property (whether to units or common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of King City Terrace Condominium #2.

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

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

8.0 Rules of Conduct.

8.0 No resident of the project shall post any advertisements, or posters or signs of any kind in or on the project except as authorized by the Association.

8.2 Residents shall exercise extreme care about creating disturbances, making noises, or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Those keeping domestic animals will abide by the Municipal Sanitary Regulations, leash laws, and rules or regulations of the Association as created by the Board of Directors.

8.3 It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades or decks or terraces of the Condominium.

8.4 It is prohibited to hang or shake dust rags, mops, etc., from the windows or porches or terraces, or to clean rugs, mops, etc., by beating on any exterior part of the Condominium.

8.5 It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of. Nothing shall be done which may constitute a nuisance or esthetic burden to the neighborhood or other occupants.

8.6 No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the buildings or that protrude through the walls or the roof of the buildings except as authorized by the Association. No window guards, awnings or shades shall be installed without prior consent of the Association Board of Directors.

8.7 No exterior antennas shall be allowed except those installed by the Declarant or the Association, and any replacements thereof.

8.8 Vehicular traffic on the streets and drives within the real property of the King City Terrace Condominium, will be limited to fifteen (15) miles per hour as a safety precaution. This speed limit shall apply to bicycles, motor scooters, motorcycles, automobiles, trucks, and similar vehicles.

8.9 Common facilities, play areas, all common garden and patio areas are provided for the use of the owners and their guests, subject, however, to restricted use of those designated as limited common elements. Rules and regulations will be posted setting out the hours the various facilities will be available and the conditions attendant thereto. Compliance with the rules, as determined by the Board of Directors, is essential to the harmonious operation of the facilities.

8.10 The directors may restrict the use of general or limited common elements to specific Unit Owners as may be necessary and reasonable in the overall use of said elements and for the best interest of the Condominium as a whole.

9.0 Registered Agent.

Robert C. Luton, 15300 S. W. 116th Avenue, King City, Tigard, Oregon, 97223, shall be the person designated to receive service of process for the Condominium, until such designation shall be amended.

10.0 Non-waiver Provision.

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

11.0 Severability.

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

12.0 Effective Date.

This Declaration shall take effect upon recordation.

TUALATIN DEVELOPMENT CO., INC.
an Oregon Corporation

By *Robert C. Luton*
President

By *Barbara L. Harrison*
Secretary

"Declarant"

STATE OF OREGON)
)
County of Washington)

Personally appeared Robert C. Luton and Barbara L. Harrison, who being first duly sworn, did say that he, Robert C. Luton is the President and the she, Barbara L. Harrison, in 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 boluntary act and deed.

Peterson J. Christopher

Notary Public for Oregon
My Commission Expires: 9-14-77

BOOK 1161 PAGE 142

ARCHITECT'S CERTIFICATE

I, Richard Bennett, registered architect, do hereby certify that the attached floor plans depict the dimensions and layout of all units in the Imperial Terrace Condominiums, and that construction of said units was completed on or before MARCH 23, 1977.

Richard P. Bennett
Barbara L. Hennessy
Notary Public for Oregon
My Commission Expires: 2-19-78

The foregoing Declaration is approved:

DONALD MASON
DIRECTOR OF ASSESSMENT AND
TAX COLLECTOR
for Washington County, Oregon

BY: Marvin L. Behm
Date: April 22, 1977

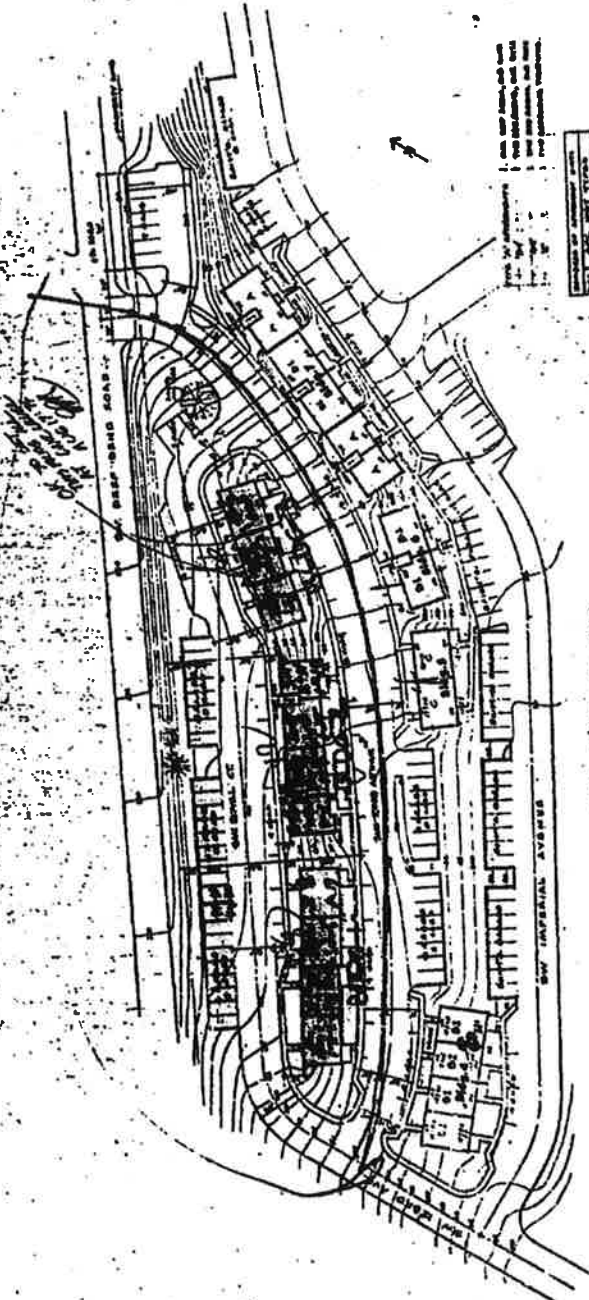


RICHARD J. BLODGETT
ARCHITECT
1000 14TH ST. S.F. 94103
PHONE 338-1100

KING CITY TRACT 2
24 LOTS, 10.25 AC. ±, R.M.S. 10-10-10
1988 04 10TH - 02ND, GREEN
TRACT 2 DEVELOPMENT, GREEN
ANALYSIS

SITE
PLAN

10259



NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
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Project: 100% Plan
Date: 10/1/88
Scale: 1/8" = 1'-0"

SITE PLAN - 100% PLAN

E#

10/1/88
100% PLAN
10/1/88

IMPERIAL TERRACE CONDO.



RICHARD P. BENNETT
ARCHITECT
No. 1, State of Michigan

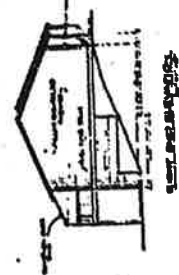
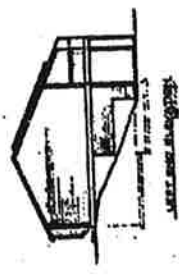
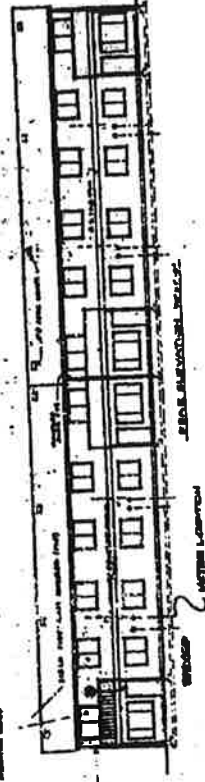


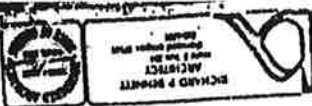
KING CITY TRACTS 2
ON LOTS 145 & 146, KING CITY, MICHIGAN
TAKING GOVERNMENT EASEMENT
15000 OF 100% TRACT, GRADON.

15000
15000
15000

2

10200

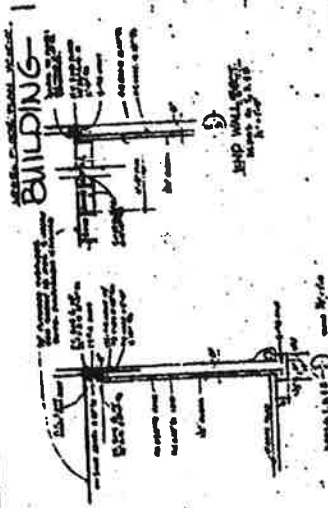
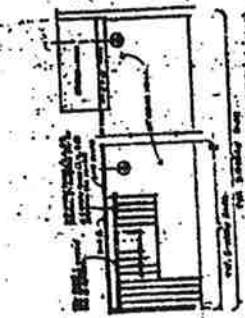
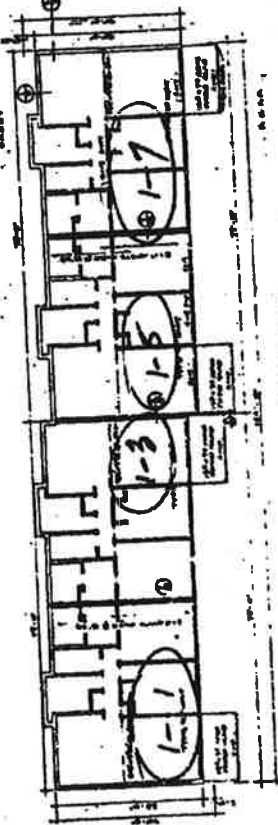
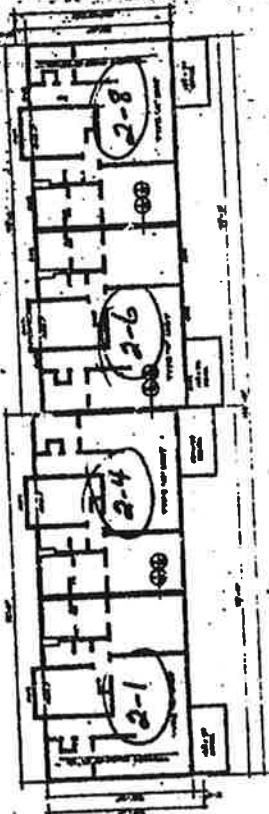




KING CITY TERRACE II
 1510 W. 12TH AVE. AT S. 12TH AVE., KING CITY, OHIO 45230
 TRAVELER DEVELOPMENT COMPANY
 1510 W. 12TH AVE., KING CITY, OHIO 45230
 3

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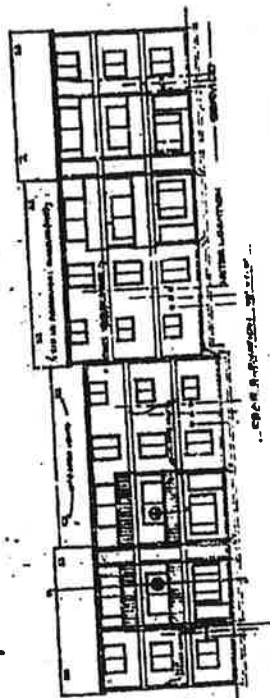
GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN INDICATED ON THESE PLANS.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 7. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 8. ALL FINISHES SHALL BE AS NOTED ON THESE PLANS.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.



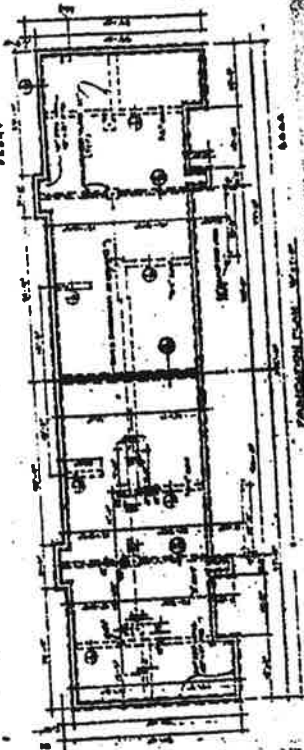
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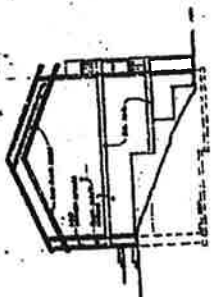
EAST ELEVATION



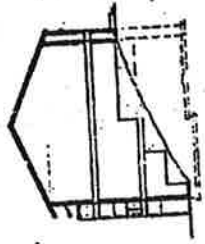
FLOOR PLAN



SECTION FLOOR PLAN



WEST ELEVATION



SECTION ELEVATION



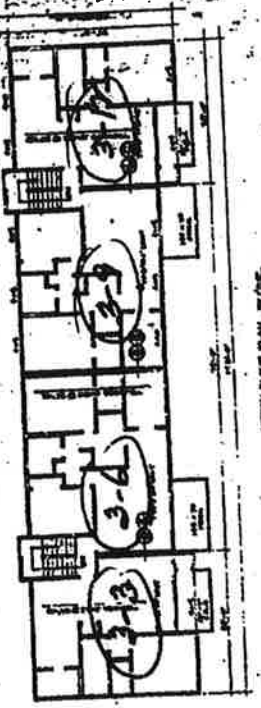
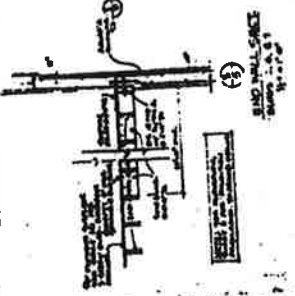
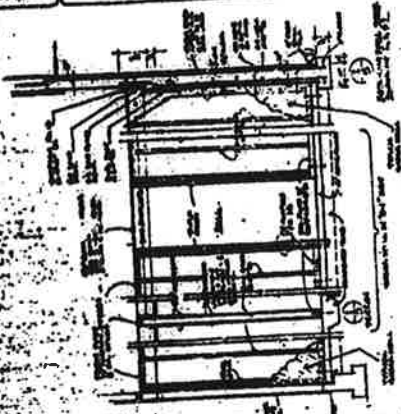
RICHARD P. BOWEN
 ARCHITECT
 1001 N. 10th St.
 Kansas City, Mo. 64108

KING CITY TRACES I
 817 INDUSTRIAL & 87 1/2 W 10th AVE., KING CITY, MISSOURI
 PLANNING DEVELOPMENT COMPANY
 1800 W. 10th, ST. LOUIS, MISSOURI 63103

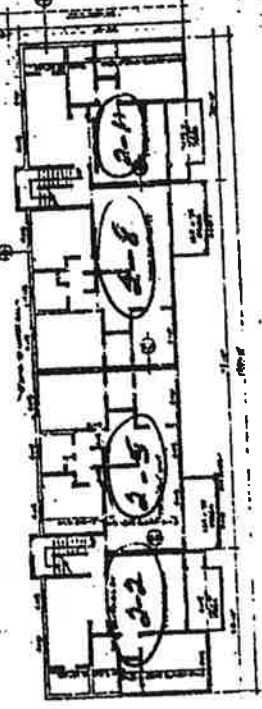
Site 2
 1001 N. 10th St.
 Kansas City, Mo. 64108

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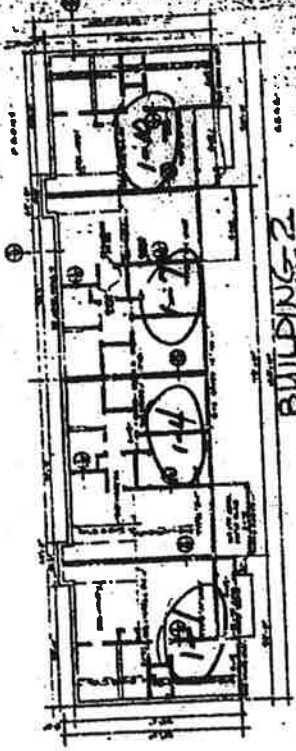
10210



GENERAL FLOOR PLAN

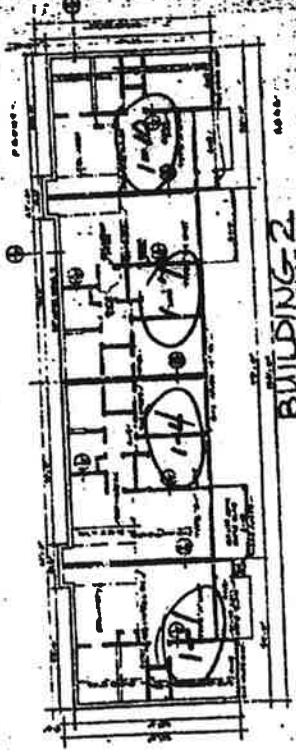
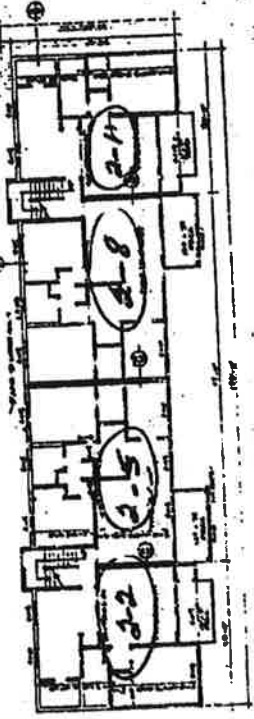
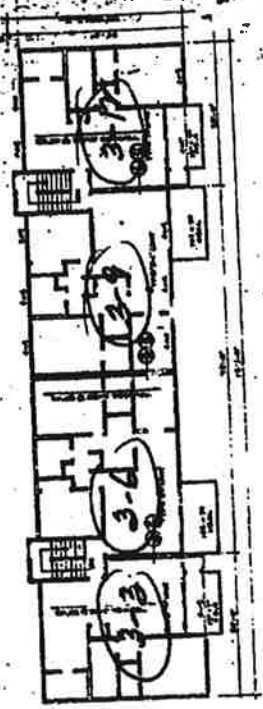
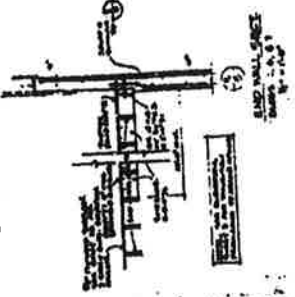
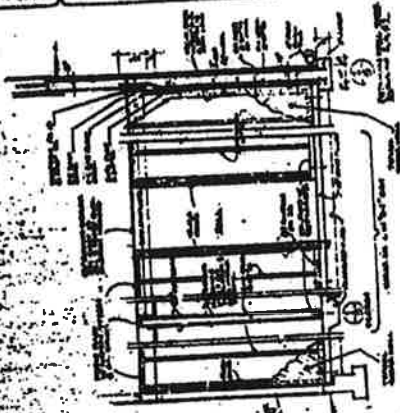


MEZANINE FLOOR PLAN



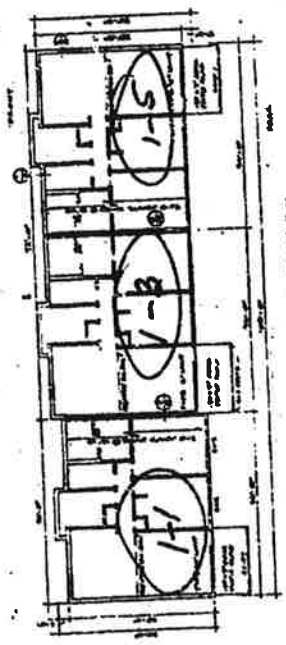
BUILDING 2

10219

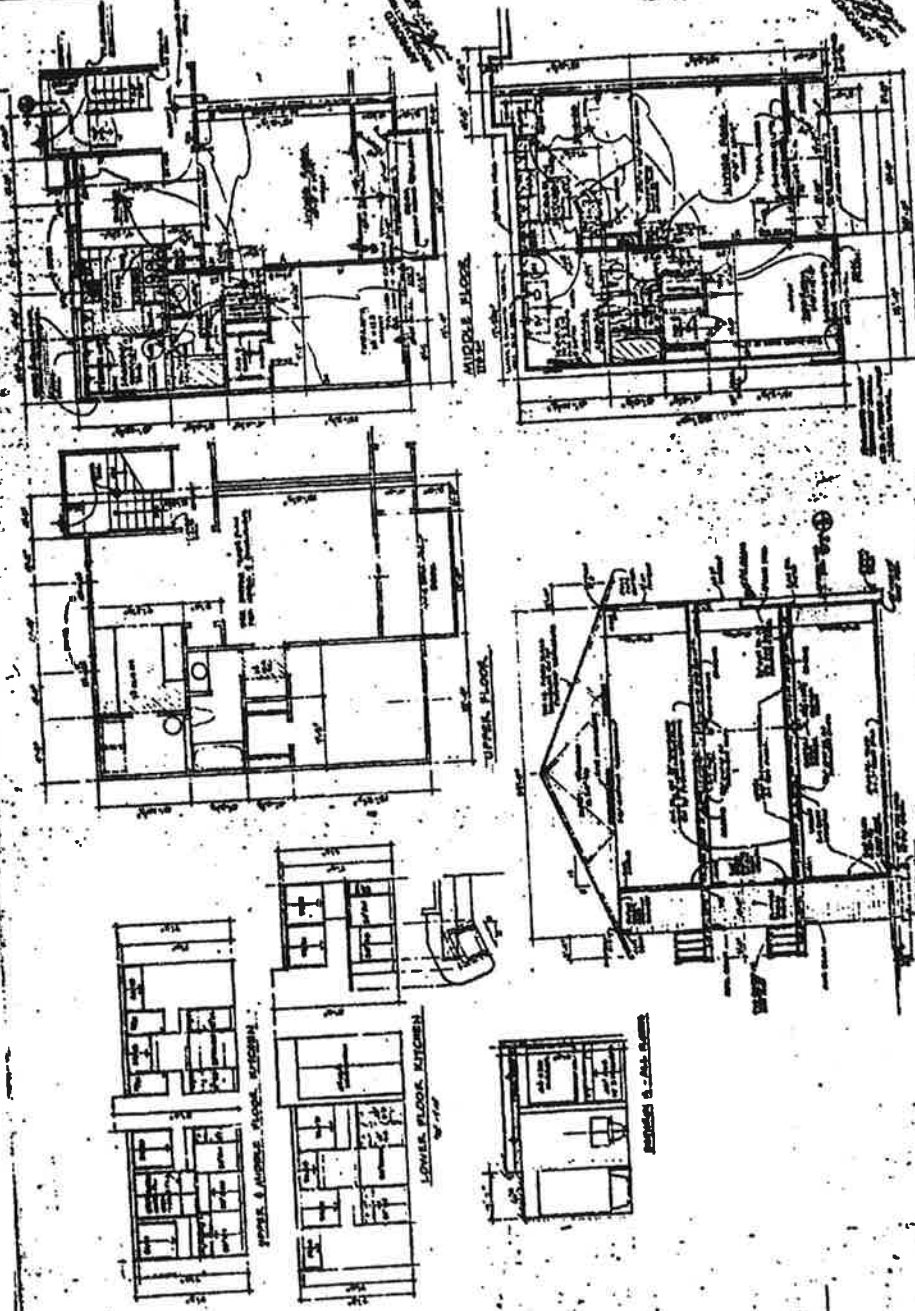


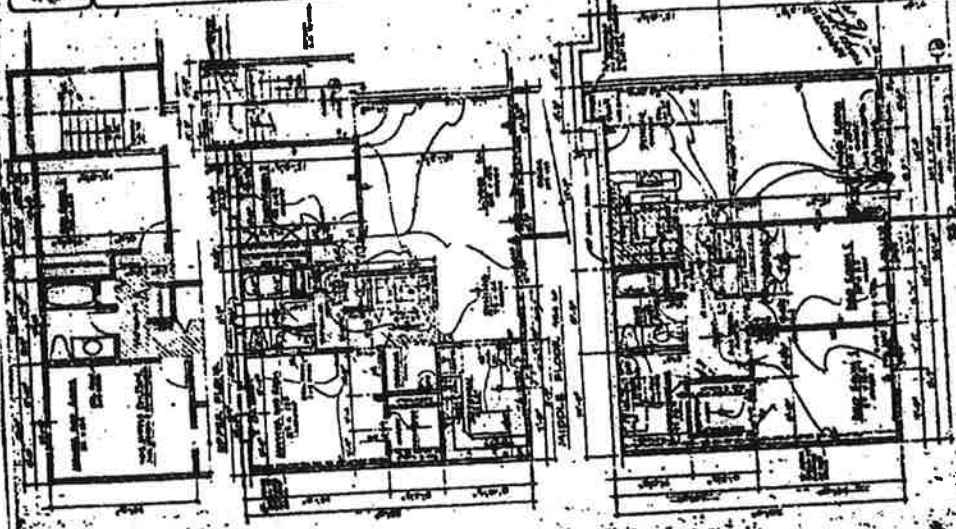
BUILDING 2

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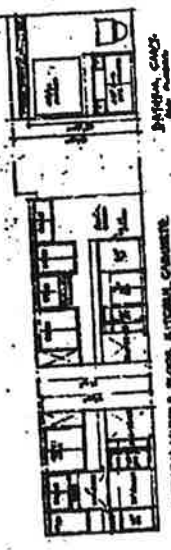


BUILDING 3

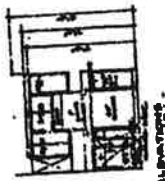




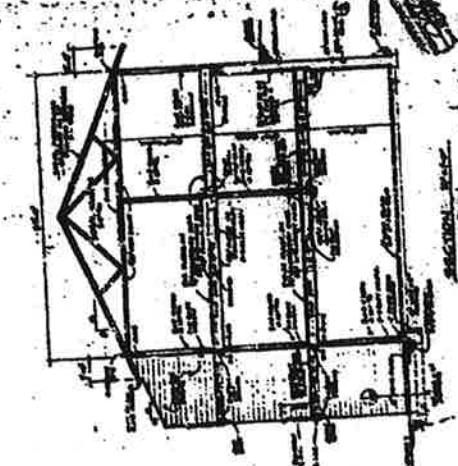
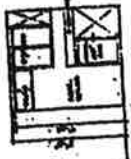
LOWER FLOOR PLAN



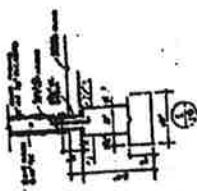
KITCHEN CABINET

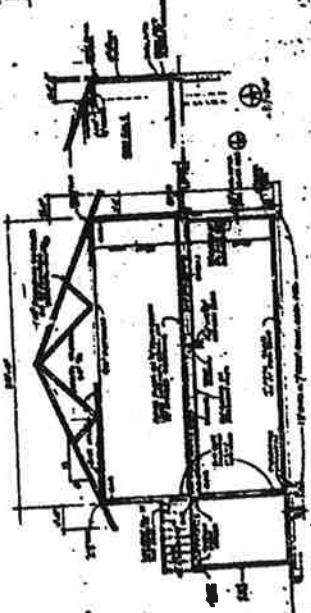
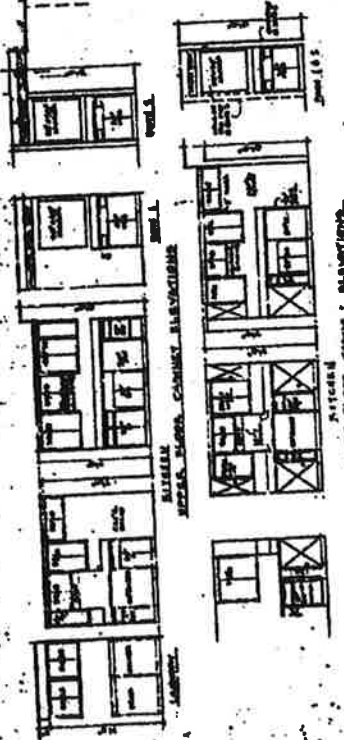
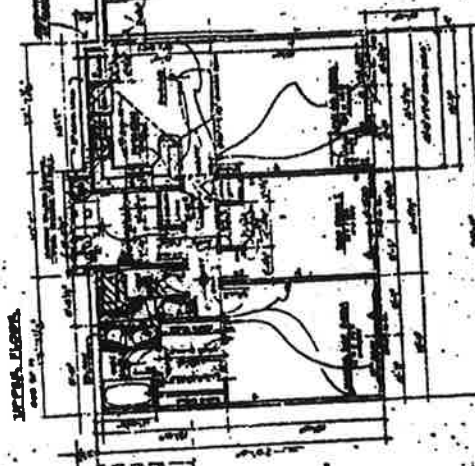
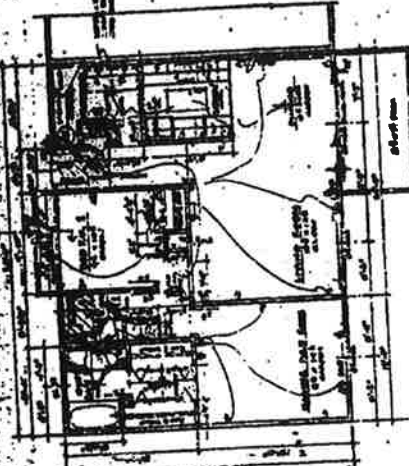


BATHROOM VANITY



SECTION 1-1







SECTION AT COMMON STAIRCASE
 BUILDING LEVEL

OFFICE DEPARTMENT INTERIOR

SECTION AT COMMON HALLWAY
 BUILDING LEVEL

SECTION AT COMMON HALLWAY
 BUILDING LEVEL

SECTION AT COMMON HALLWAY
 BUILDING LEVEL

SECTION AT COMMON HALLWAY
 BUILDING LEVEL

34A-81973-20

RESTATEMENT AND CORRECTION TO DECLARATION

OF UNIT OWNERSHIP OF IMPERIAL TERRACE CONDOMINIUM *gen*

WHEREAS, "Declaration of Unit Ownership of Imperial Terrace Condominium" was dated March 23, 1977, and recorded in Book 1161, Page 109 and following, of the Deed Records of Washington County, Oregon, and

WHEREAS, said Declaration was corrected by document dated May 9, 1977, and recorded in Book 1164, Page 601, Deed Records of Washington County, Oregon, and

WHEREAS, scrivener's errors still exist in the Declaration that have and will continue to cause confusion until corrected in that:

(1) Unit numbers of daylight basement units as reflected on Page 6-A as recorded in Book 1161, Page 115 have been incorrectly referred to, and

(2) The language on Section 7.3 on Page 10, as recorded in Book 1161, Page 119, has been incorrectly typed to cause confusion as to the type of guests who may visit the units.

NOW, THEREFORE, DECLARANT, does hereby publish and declare the following amendments and corrections to the above stated Declaration of Unit Ownership of Imperial Terrace Condominium:

1. That Section 3.3 of said Declaration as stated on Page 6-A and recorded in Book 1161, Page 115 is hereby corrected and amended to read as follows:

"3.3 Building No. 2 has 4 units in the daylight basement, to-wit, units numbered 1-1, 1-4, 1-7 and 1-10."

2. That Section 7.3 of said Declaration as stated on page 10 and recorded in Book 1161, Page 119 is hereby corrected and 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

Jan 24, 1978

(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 occupants of a residential unit by persons not so qualified to be occupants; Provided, further that no one shall be a member of the Civic Association, nor an occupant of a Unit who is not at least fifty (50) years of age or the spouse of a person at least fifty (50) years of age and who has 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."

3. That other than as herein corrected all provisions and parts of that Declaration of Unit Ownership dated March 23, 1977, and recorded in Book 1161, Page 109 and following, as corrected by document executed May 9, 1977, and recorded in Book 1164, Page 60 is hereby ratified and affirmed.

DATED this 19th day of January, 1978.

TUALATIN DEVELOPMENT CO., INC.
an Oregon corporation
By [Signature]
President
By [Signature]
Secretary

DECLARANT

STATE OF OREGON)
County of Washington) ss.

January 19, 1978

Personally appeared Robert C. Luton and Barbara L. Harrison who, each being first duly

Jan 24, 1978

sworn, did say that the former is the president and that the latter is the secretary of TUALATIN DEVELOPMENT CO., INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.



Before me: *Patricia J. Chris*
Notary Public for Oregon
My Commission expires: 9-14-79

*Approved this 20th day of January, 1978
Department of Assessment & Taxation
Washington County, Oregon (County Assessor)
Donald W. Mason, Director
By: *Mark J. Blum**

Jan 24, 1978



Department of Commerce
Real Estate Division

APPROVAL OF DECLARATION

THE UNDERSIGNED, pursuant to ORS 91.535, as Real Estate Commissioner of the State of Oregon, hereby approves the Restatement and Correction to Declaration of Unit Ownership for

IMPERIAL TERRACE CONDOMINIUM

In Washington County, Oregon.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed hereto the seal of the Real Estate Division of the Department of Commerce of the State of Oregon this

23rd day of January, 1978.

GORDON W. BURBEE
Real Estate Commissioner

BY GWB

814-59-05-22
(Iss. 5-77)

Jan 24, 1978



Department of Commerce
REAL ESTATE DIVISION
Subdivision Section

10259

COMMERCE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-8422

TA 26-4707

April 18, 1977

RE: IMPERIAL TERRACE CONDOMINIUM

Pursuant to ORS 91.535, subject Declaration
of Unit Ownership is hereby approved.

CONDOMINIUM DECLARATION APPROVED
OREGON REAL ESTATE DIVISION

J.M. Burtis

Signature

DATE: April 18, 1977

BOOK **1161** PAGE **144**

AN EQUAL OPPORTUNITY EMPLOYER

April 26, 1977