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DECLARATION SUBMITTING
WILLAMETTE VIEW CONDOMINIUM
TO OREGON UNIT OWNERSHIP LAW

THIS DECLARATION, pursuant to the provisions of the Oregon Unit Ownership Law, is made and executed this 26 day of March, 1979, by T.E. LAXTON CONSTRUCTION, INC., an Oregon corporation, hereinafter called "Developer."

Developer proposes to create a condominium to be known as Willamette View Condominium, which will be located in the City of West Linn, Clackamas County, Oregon. The purpose of this declaration is to submit Willamette View Condominium to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law.

NOW, THEREFORE, Developer does hereby declare and provide as follows:

1. DEFINITIONS. When used herein the following terms shall have the following meanings:

1.1 "Bylaws" means the Bylaws of the Association of Unit Owners of Willamette View Condominium adopted pursuant to Section 12 below as the same may be amended from time to time.

1.2 "Developer" means T.E. Laxton Construction, Inc., an Oregon corporation, and its successors and assigns.

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1.3 "Plans" means the plat or site plan and floor plans of Willamette View Condominium, recorded simultaneously with the recording of this declaration.

1.4 Incorporation by Reference. Except as otherwise provided in this declaration, each of the terms defined in ORS 91.500, a part of the Oregon Unit Ownership Law, shall have the meanings set forth in such section.

2. PROPERTY SUBMITTED. The property submitted to the Oregon Unit Ownership Law hereunder is held by Developer and conveyed by it in fee simple estate. The land submitted hereunder is located in the City of West Linn, Clackamas County, Oregon, and is more particularly described in Exhibit A attached hereto. Such property includes the land so described, all buildings, improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all personal property used in connection therewith.

3. NAME. The name by which the property submitted hereunder shall be known is "Willamette View Condominium."

4. UNITS.

4.1 General Description of Buildings. The property contains nine buildings of dwelling units. Five of the buildings are two stories and four are one story. None of the buildings have basements. The buildings are of concrete foundation, wood frame construction, hardboard siding, and built-up and composition roofs.

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4.2 General Description, Location and Designation of Units. The property consists of a total of 34 units. The dimensions, designation and location of each unit is shown in the plans filed simultaneously herewith and made a part of this declaration as if fully set forth herein. The approximate area of each unit is shown on Exhibit B, attached hereto and made a part hereof.

4.3 Boundaries of Units. Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and shall include both the interior surfaces so described and the air space so encompassed. In addition, each unit shall include the outlet of any utility service lines, including water, sewerage, gas or electricity, and ventilating ducts, within the unit, but shall not include any part of such lines or ducts themselves.

5. GENERAL COMMON ELEMENTS. Each unit will be entitled to a percentage ownership interest in the general common elements determined by the ratio by which the approximate value of the particular unit bears to the total approximate value of all units combined, as shown on Exhibit B, attached hereto and made a part hereof. The general common elements consist of the following:

5.1 The land, pathways, driveways, fences, grounds, swimming pool and pool deck, common laundry rooms, carport

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structures and parking areas, except parking spaces and storage areas within carports bearing the number of a unit as shown on the plans, which are designated as limited common elements by Section 5 below.

5.2 Pipes, ducts, flues, chutes, conduits, wires and other utility installations to their outlets.

5.3 Roofs, foundations, bearing walls, perimeter walls, beams, columns and girders to the interior surfaces thereof.

5.4 The exterior surfaces of entry courts, patios and decks.

5.5 All other elements of the buildings and the property necessary or convenient to their existence, maintenance and safety, or normally in common use, except as may be expressly designated herein as part of a unit or a limited common element.

6. LIMITED COMMON ELEMENTS. The following shall constitute limited common elements, the use of which shall be restricted to the units to which they pertain:

6.1 All entry courts, patios and decks, except for the outside exterior surfaces thereof, and storage closets located in entry courts, each of which shall pertain to the unit which it adjoins.

6.2 Carport parking spaces, including storage areas within carports, each of which shall pertain to the unit whose number it bears in the Plans.

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7. USE OF PROPERTY; MAINTENANCE.

7.1 Each unit is to be used for residential purposes as described in the Bylaws. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each unit owner shall be bound by each of the terms, conditions, limitations and provisions contained in such documents.

7.2 The necessary work to maintain, repair or replace the common elements shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws. If the mortgagee or beneficiary of any unit determines that the Board of Directors is not providing an adequate maintenance, repair and replacement program for the common elements, such mortgagee or beneficiary, at its option, may deliver a notice to the Board of Directors by delivering same to the registered agent, as required pursuant to ORS 91.578, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the mortgagee or beneficiary, upon written notice to the registered agent that it is exercising its proxy rights thereunder, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a mortgage or

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dead of trust on all business coming before such meeting, which proxy rights shall continue until the defects listed on the notice are corrected.

8. COMMON PROFITS AND EXPENSES; VOTING.

8.1 The common profits derived from and the common expenses of the common elements shall be distributed and charged to the owner of each unit based upon the approximate area of the particular unit compared to the total approximate area of all units combined, as shown on the attached Exhibit "B."

8.2 Notwithstanding the provisions of ORS 91.500 (15), each unit owner shall be entitled to one vote in the affairs of the association of unit owners for each unit owned by him. "Majority" or "majority of unit owners" as used in this declaration or in the bylaws shall mean the owners of more than 50 percent of the then existing units of the condominium.

9. SERVICE OF PROCESS. The name of the person to receive service of process in cases provided in subsection (1) of ORS 91.578 is Terry Laxton and his place of residence within Clackamas County, Oregon, is 21892 SW Stafford Road, Tualatin, Oregon.

10. ENCROACHMENTS. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the

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common elements, as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, unit, adjoining unit, or adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

11. APPROVAL BY MORTGAGEES. In addition to any other approvals required by the Oregon Unit Ownership Law, this declaration or the bylaws of the Association of Unit Owners, the prior written approval of 75 percent of the holders of first mortgages or beneficiaries of first deeds of trust on units in the condominium (based upon one vote for each first mortgage or deed of trust owned) must be obtained for the following:

11.1 Abandonment or termination of the condominium regime;

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11.2 Any change in the prorata interest or obligations of any individual unit for (a) purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the prorata share of ownership of each unit in the common elements;

11.3 The partition or subdivision of any unit;

11.4 Abandonment, partition, subdivision, encumbrance, sale or transfer of 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 the condominium project shall not be deemed a transfer within the meaning of this clause; or

11.5 Use of 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 statute in cases of substantial loss to the units and/or common elements of the condominium project.

12. ADOPTION OF BYLAWS, APPOINTMENT OF INTERIM BOARD, AND DESIGNATION OF MANAGER. Upon the execution and the filing of this declaration, the Developer shall adopt bylaws for the Association of Unit Owners of Willamette View Condominium, which bylaws are attached hereto as Exhibit "C" and are filed simultaneously herewith. At the same time, Developer

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will appoint an interim board of directors of the association, which directors shall serve until their successors have been elected as provided in the bylaws. Such interim board of directors may appoint a manager or managing agent for the condominium on behalf of the association of unit owners, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation and maintenance of the condominium from the date of its formation at the expense of the association. Each unit owner shall be a member of the association. Notwithstanding any other provision of this section, any management agreement or other contract providing for services by Developer shall provide for termination on 90 days' written notice and shall have a maximum contract term of three years.

13. AMENDMENT.

13.1 Approval Required. Except as may otherwise be provided in this declaration or by the Oregon Unit Ownership Law, this declaration may be amended if such amendment is approved by 75 percent of the voting power of the unit owners. Developer's prior written consent shall also be required so long as Developer owns 20 percent or more of the units in the condominium, but no such consent shall be required after two years after the date this declaration is recorded. No amendment may change the size, location, percentage interest in the general common elements, share of

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common 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. Sections 11 and 7.2 may not be amended without the written consent of all holders of first mortgages and beneficiaries of first deeds of trust on units in the condominium.

13.2 Recordation. The amendment shall be effective upon recordation of the declaration as amended or of the amendment thereto, certified to by the chairman and secretary of the association and approved by the county assessor and the Real Estate Commissioner, in the Deed Records of Clackamas County.

14. SEVERABILITY. Each provision of this declaration and the bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this declaration or the bylaws.

IN WITNESS WHEREOF, Developer has caused this declaration to be executed this 26 day of March, 1979.

T.E. LAXTON CONSTRUCTION, INC.,
an Oregon corporation

By Terry E. Laxton
Terry E. Laxton
President

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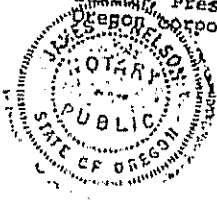
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STATE OF OREGON)
County of Clatsop)ss.

The foregoing instrument was acknowledged before me this 26 day of March, 1979 by Terry E. Laxton, President of T.E. Laxton Construction, Inc., an Oregon corporation, on behalf of the corporation.



James F. Nelson
Notary Public for Oregon
My commission expires: 3-13-82

MORTGAGEE'S CONSENT

FAR WEST FEDERAL SAVINGS & LOAN ASSOCIATION is the owner and holder of a mortgage on the property being submitted to the Oregon Unit Ownership Law hereunder and consents to the making of the foregoing declaration.

FAR WEST FEDERAL SAVINGS & LOAN ASSOCIATION

By John B. Larsen
John B. Larsen
Assistant Vice President

STATE OF OREGON)
County of Multnomah)ss.

On this 12 day of April, 1979, personally appeared before me John B. Larsen, Assistant Vice President of FAR WEST FEDERAL SAVINGS & LOAN, and that said instrument was signed in behalf of said FAR WEST FEDERAL SAVINGS & LOAN ASS'N by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.



John B. Larsen
Notary Public for Oregon
My Commission Expires: 7/29/80

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The foregoing declaration is approved this 15 day of May, 1979.

[Signature]
Assessor ~~for Clackamas County~~
for Clackamas County

The foregoing Declaration and Bylaws attached hereto are approved this 10th day of May, 1979.

GENE S. OSBORN, Acting Real Estate Commissioner

[Signature]



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EXHIBIT "A"

A tract of land in the Northwest one-quarter of Sect. on 35, Township 2 South, Range 3 East of the Willamette Meridian, in Clackamas County, Oregon, described as follows:

Beginning at the southwest corner of the William Bland D.L.C.; thence North 00° 30' 00" East, a distance of 1171.50 feet to a 5/8 inch iron rod; thence North 03° 00' 00" East, a distance of 464.00 feet to a 5/8 inch iron rod and the true point of beginning; thence continuing North 83° 00' 00" East, a distance of 500.00 feet to a 5/8 inch iron rod; thence South 07° 00' 00" East, a distance of 181.00 feet to a 5/8 inch iron rod; thence North 83° 00' 00" East, a distance of 14.00 feet to a 5/8 inch iron rod and point of curvature; thence on a 50.00 foot radius curve to the right through a central angle of 264° 15' 39" (chord bears South 35° 07' 49" West, a distance of 74.16 feet); a distance of 230.61 feet to a 5/8 inch iron rod; thence South 83° 00' 00" West a distance of 121.25 feet; thence North 07° 00' 00" West, a distance of 93.00 feet to a point of tangency on a curve; thence on a 50.00 foot radius curve to the left, through a central angle of 61° 57' 07" (chord bears North 47° 58' 34" West, a distance of 65.57 feet), a distance of 71.52 feet to a 5/8 inch iron rod; thence North 07° 00' 00" West, a distance of 93.49 feet to the true point of beginning.

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EXHIBIT B

Unit	Type of Unit	Approximate Square Footage	Percentage Interest in Common Elements	Percentage Share of Expenses & Profits
1602	Flat	940	2.73947	2.91312
1604	Flat	940	2.73947	2.91312
1606	Flat	940	2.73947	2.91312
1608	Flat	940	2.84492	2.91312
1610	Townhouse	954	2.87290	2.95648
1612	Townhouse	954	2.87290	2.95648
1614	Townhouse	954	2.87290	2.95648
1616	Townhouse	954	2.87290	2.95648
1618	Townhouse	954	2.87290	2.95648
1620	Flat	940	2.91432	2.91312
1622	Flat	940	2.91432	2.91312
1624	Flat	940	2.91432	2.91312
1626	Flat	940	2.94241	2.91312
1628	Townhouse	954	2.94241	2.95648
1630	Townhouse	954	2.94241	2.95648
1632	Townhouse	954	2.94241	2.95648
1634	Townhouse	954	2.94241	2.95648
1636	Townhouse	954	2.94241	2.95648
1638	Townhouse	954	2.98526	2.95648
1640	Townhouse	954	3.01264	2.95648
1642	Townhouse	954	3.01264	2.95648
1644	Townhouse	954	3.01264	2.95648
1646	Townhouse	954	3.01264	2.95648
1648	Townhouse	954	3.01264	2.95648
1650	Townhouse	954	3.01264	2.95648
1652	Townhouse	954	3.01264	2.95648
1654	Flat	940	3.01264	2.91312
1656	Flat	940	3.01264	2.91312
1658	Flat	940	3.01264	2.91312
1660	Flat	940	3.01264	2.91312
1662	Townhouse	954	3.01264	2.95648
1664	Townhouse	954	3.01264	2.95648
1666	Townhouse	954	3.01264	2.95648
1668	Townhouse	954	3.01264	2.95648
TOTAL		32,288	100.00000	100.00000

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