

PRELIMINARY AND FIRST FINAL  
DECLARATION OF UNIT OWNERSHIP  
of  
WHEATHERSTONE, A CONDOMINIUM



THIS DECLARATION, made this *28<sup>th</sup>* day of *February*  
1972, by S J DEVELOPMENT CO., a corporation, hereinafter  
called "Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the owner of real property  
situated in the County of Clackamas, State of Oregon, the  
legal description of which is attached hereto, marked Exhibit  
"A" and made a part hereof, and

WHEREAS, Declarant has commenced construction upon  
such property of certain condominium buildings and other im-  
provements, and

WHEREAS, Declarant desires to submit such real  
property to provisions of the Oregon Unit Ownership Law and  
further desires to subject such property to the covenants,  
restrictions, easements, charges and liens hereinafter set  
forth, each and all of which are for the benefit of such  
property and its present and subsequent owners as hereinafter  
specified;

NOW, THEREFORE, Declarant hereby declares that all  
of the property described in Exhibit "A" attached hereto  
shall be held, sold, used and conveyed subject to the follow-  
ing easements, covenants, restrictions, charges and liens  
(hereinafter sometimes referred to as "covenants and restric-  
tions"). Such covenants and restrictions shall run with such  
property and shall be binding on all parties having or ac-  
quiring any right, title or interest in such property or

and in any supplemental Declaration.

1.7 "Unit" shall mean a part of the Properties and elements of a condominium excluding general common elements, and limited common elements, each such unit being shown on the plot plan attached hereto as Exhibit "B", and intended for independent use with a direct exit to a public street or highway or to the common element or elements leading to a public street or highway.

## ARTICLE II

### Property Subject to the Declaration

2.1 Existing property. Real property which is subject to this Declaration is located in Clackamas County, State of Oregon, and is more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

## ARTICLE III

### Name and Unit Description

3.1 Name. The name by which the Properties shall be known as WHEATHERSTONE.

3.2 General description of units. Each unit is of wood frame construction consisting of two stories, except that certain units identified on Exhibit "B" attached hereto and made a part hereof also have basements. There are thirty eight units, and the general location of each such unit, the unit designation, approximate area and all other data necessary for proper identification of each unit are set forth in Exhibit "B". Each unit shall be bounded by the interior perimeter walls, floors and ceilings of the structure in which it is located and shall include the floor joists and beams between the floors of each unit.

ARTICLE IV

Common Elements

4.1 General common elements. General common elements shall include the land, all exterior walls, roofs and foundations, and shall in general consist of all portions of the Properties, structures and improvements thereon which are not units or limited common elements.

Each owner of a unit shall have an undivided 1/38 interest (approximately 2.63%) in such general common elements.

No owner's individual interest in the general common elements shall be separated from the unit to which it appertains, and each such individual interest shall be conveyed or encumbered with such unit, though such interest is not expressly mentioned or described in the conveyance of such unit.

4.2 Limited common elements. Garages, patios, decks, yards and walkways are limited common elements as designated in Exhibit "B" attached hereto and are reserved for the exclusive use of owners of particular units. Where located between units or garages, walkways between garages and patios are likewise limited common elements, but as designated in Exhibit "B" are reserved for the use in common of adjacent units served by such walkways.

4.3 Common elements to remain undivided. General common elements shall remain undivided, and no owner shall bring any action for partition or division of any part thereof while the Properties are subject to this Declaration.

ARTICLE V

Uses and Limitations of  
Units and Common Elements

5.1 Use of units. Each unit is intended for the use

as a private residence for the owner, his family and guests. An owner may rent his unit as an apartment during periods when he shall not be occupying such unit but no such rental shall be permitted for a term less than thirty days. No lease of a unit shall excuse the owner from payment of any charges and assessments to which his unit is subject pursuant to this Declaration.

5.2 Limitation on use. The following restrictions are applicable to the use of any units:

5.2.1 No unit shall be used for any purpose other than residential purposes.

5.2.2 No animals or fowls shall be raised, kept or permitted upon the Properties or any part thereof, excepting only domestic dogs or cats and excepting caged pet birds kept within the unit, providing such dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers.

5.2.3 No noxious or offensive activities shall be carried on in any unit or in any part of the common elements, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.

5.2.4 No trucks, campers, trailers or boats shall be parked or permitted to remain in any portion of the general common elements, except inside the garage assigned to the unit owner or in such specific parking areas as may be assigned by the Association

to such recreational vehicle.

5.2.5 No owner or occupant shall remove or significantly alter any tree, shrub or any other improvement in any portion of the general common elements unless permission in writing is first granted by the Association.

5.2.6 Nothing shall be done or kept by any owner or occupant in any unit or in the common elements which will increase the rate of insurance on the common elements without written consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any unit or on any part of the common elements, or which would be in violation of any law.

5.2.7 All parts of the general common elements, including walks and driveways are for the use of owners on an equal basis. It shall be the responsibility of each owner to allow maximum ease of pedestrian and vehicular ingress and egress over walks and driveways by prohibiting automobile parking in front of garages or in the alleyways and allowing no obstruction or barrier on, across or adjacent to sidewalks.

5.3 Limitation on use of common elements. The Association shall have the right to promulgate reasonable rules and regulations in regard to use of the general common elements.

## ARTICLE VI

### Service of Process

6.1 The name of the person to receive service of pro-

cess in the cases provided in ORS 91.635(1) is Peter Joufflas, and his place of business within Clackamas County, Oregon, is 10 Wheatherstone, Lake Oswego, Oregon 97034.

## ARTICLE VII

### Covenants for Payment of Share of Common Expenses and Special Assessments

7.1 Creation of lien and personal obligation. Each owner upon acceptance of the deed to a unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

7.1.1 His proportionate share of common expenses as evidenced by regular assessments whether annual, quarterly or monthly.

7.1.2 Special assessments for capital improvements as may be fixed, established and collected from time to time as hereinafter provided.

Such regular and special assessments, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a continuing lien against the condominium of any owner to whom such assessments apply and shall also be the personal obligation of the person who is the owner of such condominium at the time when the assessment falls due. Regular assessments shall be deemed conclusively to represent the reasonable value of common expenses.

7.2 Purpose of regular assessments. The regular assessment levied by the Association shall be for the purpose of paying common expenses and shall be deemed exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners, and in particular for the improvement and maintenance of

property, services and facilities devoted to this purpose and related to the use and enjoyment of the common elements. Without limiting the generality of the foregoing, assessments for common expenses may be used to pay for the cost of water and garbage removal and for the payment of insurance upon the common elements.

7.3 Basis of regular assessments. Unless changed by the membership as hereinafter provided, the maximum regular assessment for any unit shall be at the rate of \$360 per year. The board of directors may, after consideration of current maintenance costs, income of the Association, and its financial requirements, fix the actual regular assessment at an amount less than the maximum. Such assessment shall continue from year to year at the amount so fixed until changed by the board of directors. Upon vote of the membership as hereinafter provided, the Association may change the maximum regular assessment fixed by this section prospectively.

7.4 Special assessments for capital purposes. Upon vote of the Association as hereinafter set forth, the Association may levy in addition to regular assessments, a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the common elements including necessary fixtures and personal property related thereto.

7.5 Uniform rate of assessment. Both the periodic and special assessments must be fixed at a uniform rate for all units and may be collected on an annual, quarterly or monthly basis in the discretion of the board of directors.

7.6 Voting and notices for special assessment and change of maximum assessment. Any special assessment or change in maximum periodic assessment must have the assent of two-thirds of the owners who vote in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all such owners at least thirty days in advance of the date of such meeting, setting forth the purpose of the meeting.

7.7 Date of commencement of periodic assessments. The initial periodic assessments shall commence on the first day of such month as determined by the board of directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the board. Periodic assessments for any year after such first year shall become due and payable on such date or dates as may be determined by the board.

7.8 Certificate of payment. The Association shall upon demand at any time furnish to any owner liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether the assessment has been paid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

7.9 Effect of non-payment of assessments. If an assessment is not paid on the date when due, such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, continue as a lien on the condominium against which such assessment was made, and the Association shall comply with the provisions of ORS 91.580 with respect to such lien. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation and the successor in title shall be liable therefor as provided in ORS 91.590(2). If the assess-



ment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent per annum and the Association may bring an action at law against the owner personally obligated to pay the same, or to foreclose the lien against the property.

In the event a judgment is obtained in favor of the Association, such judgment shall include interest on the assessments as above provided and a reasonable attorney's fee to be fixed by a court at either a trial or an appellate court level together with the costs and disbursements incurred. Any rentals received by the Association for the use of the unit may be applied to such assessments at the option of the board of directors.

7.10 Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. No amendment to this section shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment which does not join in the execution thereof.

#### ARTICLE VIII

##### Owner's Obligation to Repair

8.1 Each owner shall at the owner's expense keep the

interior of his unit, the limited common elements designated for exclusive use of such unit and the equipment and appurtenances of such unit in good order, condition and repair and in a clean and sanitary condition. Each owner shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of such unit. In addition, the owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, fans, heaters, heating equipment, lighting fixtures, refrigerators, dishwashers, disposals or ranges that may be in or connected with his unit.

The board of directors and manager shall not be responsible to the owner for loss or damage by theft or otherwise of articles which may be stored by the owner in any portion of his unit or limited common elements assigned thereto.

#### ARTICLE IX

##### Restrictions on Maintenance, Construction and Improvement

9.1 Permission required on alterations. Owner shall not without first obtaining written consent of the board of directors make, or permit to be made, any structural alterations, in or to his unit. Nor shall an owner without first obtaining such consent make any structural alterations, improvements or additions in and to the exterior of the building in which his unit is located, or other general common elements or limited common elements. Owner shall not paint or decorate any portion of the structure in which his unit is located or the limited common element assigned to his unit without first obtaining the written consent of the board of directors.

9.2 Mailboxes. The location, color, size, design, lettering and other particulars of mail or paper-delivery boxes shall be subject to the approval of the board of directors.

9.3 Signs. No sign or other advertising device of any character shall be erected on any unit or maintained upon any part of the Properties except one sign not larger than 18 inches by 24 inches advertising a unit for sale or for rent. Signs advertising the property for sale or for rent by a real estate broker shall not be permitted. Provisions of this section are not applicable to Declarant.

9.4 Antennas and aerials. All outside television and radio antennas and aerials are prohibited without express written consent of the Association.

#### ARTICLE X

##### Easements and Encroachments

10.1 Reservation of easements. Declarant hereby grants to the Association perpetual easements under, over and across all general common elements and limited common elements for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchorages and conduits for lighting, heating, power, telephone, television transmission, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of such common elements.

10.2 Easements to Association. There is hereby granted to the Association, its agents and servants an easement in gross with respect to all of the Properties for the purpose of entry and access for landscaping and maintenance of the general common elements, for the performance of its duties of exterior maintenance, and for the execution generally of its rights and

obligations as otherwise provided in this Declaration.

10.3 Easement of ingress and egress. There is hereby granted to owners and tenants, invitees and guests a non-exclusive easement for ingress and egress over the general common elements.

10.4 Encroachments. None of the rights and obligations of the owners created herein shall be altered in any way by encroachment through the settlement, shifting or rebuilding of structures or any other cause, provided however, that there shall be easements for the maintenance of such encroachments for so long as they shall exist. In no event, however, shall a valid easement for encroachment occur due to the willful conduct of an owner or owners.

#### ARTICLE XI

##### Failure of Board of Directors to Insist upon Performance

11.1 Failure of the board of directors or manager to insist in any instance upon strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or institute any action shall not be construed as a waiver for the future of such term, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect.

#### ARTICLE XII

##### Limitation of Liability and Indemnification of Board of Directors

12.1 Limitation of liability. Neither the manager nor the board of directors, nor any member thereof, shall be

liable for any failure of any utility service to be obtained and paid for by the board of directors hereunder, or for any injury or damage to person or property caused by the elements or by another owner or person in the Properties for damage from electricity, water, rain, snow or ice which may leak or flow from outside or from any part of any building or from any of its pipes, drains, conduits, appliances or equipment, or from any other place, unless caused by any gross negligence of the board of directors or manager as the case may be. No diminution or abatement of assessments for common expenses shall be claimed or allowed for inconvenience 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 orders of a governmental authority.

12.2 Indemnification of directors. Each director shall be indemnified by the owners against all expenses and liabilities including attorney's fees reasonably incurred and imposed upon him in connection with any proceeding in which he may be a party and in which he may be involved by reason of his being or having been a member of the board of directors, or any settlement of such liability whether or not he is a member of the board of directors at the time such expenses are incurred, except in cases wherein the director is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in performance of his duties. In the event of a settlement, however, such indemnification shall apply only when the board of directors approve such settlement as being for the best interests of the Association.

ARTICLE XIII

Insurance

13.1 Duty to obtain insurance. The manager, acting under the direction of the board of directors and as trustee for the Association, shall obtain and maintain at all times insurance for the benefit of the Association and the owners in the type, kind and amount hereinafter provided. Premiums for such insurance shall be paid as part of the common expenses of the Association:

13.1.1 Policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of all units and common elements. Such policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each condominium, if any. During the initial sale of all condominiums in the Properties, the amount of such policy may be the cost of the unsold condominiums plus the full insurable replacement value of all the condominiums not owned by the Declarant.

13.1.2 A policy or policies insuring the Association, its board of directors, the owners and the manager against any liability to the public or the owners, their invitees or tenants, incident to ownership or use of the Properties. Limits of liability under such policy shall be not less than \$100,000/ \$300,000 for personal injury and \$100,000 for property damage in each occurrence with such limits and coverage to be reviewed at least annually by the board of directors. Such policy or policies shall be

issued on a comprehensive liability basis to provide cross liability endorsements wherein the rights of the named insured under the policy shall not be prejudiced as respects any right of action of any such insured against another named insured.

13.2 Quality of insurance policies. All insurance policies required under this article shall be written in a company licensed to do business in Oregon and holding a rating of A+/AAA or better by Best's Insurance Reports.

13.3 Authority to adjust losses. Exclusive authority to adjust losses under policies hereafter in force pursuant to this article shall be vested in the board of directors, or its authorized representative.

13.4 Contribution. In no event shall the insurance coverage obtained and maintained by the board of directors hereunder be brought into contribution with insurance purchased by individual owners or their mortgagees.

13.5 Owners' additional insurance. Each owner may obtain additional insurance at his own expense; provided, however, that no owner shall be entitled to exercise his right to maintain insurance coverage in such way as to decrease the amount which the board of directors on behalf of all of the owners may realize under any insurance policy which the board of directors may have in force on the Properties at any particular time.

13.6 Notification as to improvements. Each owner must notify the board of directors in writing of any improvements to his unit the value of which improvements is in excess of \$1,000.00.

13.7 Duty to file copies of individual policies. Any

owner who obtains individual insurance policies covering any portion of the Properties other than personal property belonging to such owner, shall file copies of such individual policy or policies with the board of directors within 30 days after purchase of such insurance.

13.8 Provisions of insurance policies. The board of directors shall make every effort to secure insurance policies that will provide:

13.8.1 A waiver of subrogation by the insurer as to any claims against the board of directors, the manager, the owners and their respective servants, agents and guests.

13.8.2 That the master policy on the Properties cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual owners, on account of the conduct of any officer or employee of the board of directors, or the manager, without prior demand in writing that the board of directors or manager cure the defect.

13.8.3 That any "no other insurance" clause in the master policy exclude individual owners' policies from consideration.

13.8.4 That the insurer issue subpolicies specifying the portion of the master policy earmarked for each owner's interest, and that until the insurer furnishes written notice and a grace period to the mortgagee insured under the loss payable clause thereof, the mortgagee's coverage is neither jeopardized by the conduct of the unit mortgagor-owner or the Assoc-



iation or other owners nor canceled for non-payment of premiums.

13.9 Annual review of insurance. At least annually the board of directors shall review all insurance carried by the Association, and such review shall include appraisal of all improvements to the Properties by a representative of the insurance carrier writing the master policy.

#### ARTICLE XIV

##### Damage and Destruction

14.1 Application of insurance proceeds. In the case of fire, casualty or other insured loss, the insurance proceeds of insurance policies covering such loss, if sufficient to reconstruct the buildings damaged or destroyed, shall be applied to such reconstruction. "Reconstruction" of the damaged or destroyed buildings means restoring the buildings to substantially the same condition in which they existed prior to such loss, with each unit and the common elements having the same vertical and horizontal boundaries as before such loss. Such reconstruction shall be accomplished by the manager and the board of directors.

14.2 Procedure if insufficient insurance proceeds. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed buildings, the damage to or destruction of such buildings shall be promptly repaired by the manager or the board of directors using the proceeds of insurance, if any, on the buildings for that purpose, and the owners shall be liable for assessment for any deficiency. Such deficiency shall take into consideration with respect to any owner's contribution, any individual policy of insurance proceeds provided

by such owner.

14.3 Owners' rights if substantial destruction of Properties. However, if three-fourths or more in value of all of the buildings on the Properties are destroyed or substantially damaged, and if the owners by a vote of at least three-fourths thereof decide, within 60 days after such destruction or damage not to make provision for repair, reconstruction or rebuilding of the damaged buildings, the Properties shall be considered to be removed from the provisions of the Oregon Unit Ownership Law, with the legal consequences resulting therefrom as set forth in ORS 91.665 and 91.670. In such event, the board of directors shall file a notice of the decision of the owners within such 60-day period with the County Recorder of Clackamas County.

#### ARTICLE XV

##### Personal Property

15.1 The board of directors or the manager may acquire and hold for the benefit of the owners, personal property of any description and may dispose of the same by sale or otherwise. Beneficial interest in such personal property shall be owned by the owners in the same proportions as their respective interests in the general common elements, and shall not be transferable by an owner except with the transfer of a condominium. Transfer of a condominium shall transfer ownership of the transferor's beneficial interest in such personal property to the transferee.

#### ARTICLE XVI

##### Reserves and Over-assessments

16.1 Reserves. The board of directors in its discretion may establish such reserves as good business judgment

warrants for the improvement, repair or other needed expenditures of maintenance of the Association and the general common elements. To fund such reserves, the board of directors may include additions to such reserve fund as a common expense in any assessment made against the owners. All such reserves shall be held by the board of directors as trustees, in trust for the owners as their contribution thereto shall appear, and shall not become the funds of the Association until the expenditures for which such reserve is created has become due and payable.

16.2 Over-assessment. At the end of each fiscal year of the Association, the board of directors shall cause to be repaid promptly to each owner any amount by which his assessment during the fiscal year shall have exceeded the amount necessary to fund the common expenses of the Association during such fiscal year. In lieu of refunding such over-assessment in cash, the board of directors may credit the amount of such over-assessment over against the owner's assessment for the succeeding fiscal year.

## ARTICLE XVII

### General Provisions

17.1 Enforcement. The Association or any owner shall have the right to enforce by any proceeding at law or equity all restrictions, conditions, covenants and reservations imposed by this Declaration, and a similar right shall exist with respect to recovery of damages for any such violation. In any suit or action contemplated by this section, the prevailing party shall be entitled, in addition to costs thereof, to such attorney fees as may be awarded by the court in such suit or action, including attorney fees on any appeal of any judgment or decree.

17.2 Obligations to maintain common elements. It is understood that the Association shall have the obligation to maintain the general common elements to such standards as may be lawfully required by the City of Lake Oswego under the authority of its ordinances, including but not limited to the ordinance approving the final development plan of the Planned Unit Development of which the Properties are a part. Assessments, regular or special, shall be made in a sufficient amount to assure the maintenance of general common elements to such standards. It is further understood that such obligation for maintenance of general common elements shall continue as an obligation upon the Properties and the owners thereof even though the Association should be dissolved or the Properties withdrawn from unit ownership.

17.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose in creating a uniform plan for the development and operation of a condominium project.

17.4 Amendment. Except as otherwise provided herein, this Declaration may be amended by an instrument in writing signed and acknowledged by the owners holding 75% of the voting rights hereunder, which amendment shall be effective on recordation in the office of the Recording Officer of Clackamas County, Oregon. At any time prior to the transfer of possession and ownership of any unit to its owner, Declarant shall have the right to amend, alter or withdraw this declaration in whole or in part.

17.5 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not effect the validity or enforceability of any

other provision hereof.

17.6 Effective Date. This Declaration shall take effect upon recording.

ARTICLE XVIII

Status of Declaration as  
Preliminary Declaration

18.1 As of the date of filing this Declaration, all units but units shown as #20, 21, 30, 31 and 32 on the plot plan attached hereto as Exhibit "B" have been completed, and foundations have been poured for units shown as #20, 21, 30, 31 and 32 on such plan. Completion of the latter units will not effect any change in the general common elements or limited common elements nor in each unit owner's interest therein as set forth in Section 4.1 hereof. This Declaration is accordingly considered as a Preliminary Declaration with respect to the un-completed units #20, 21, 30, 31 and 32 and as a First Final Declaration with respect to the completed units. A Second Final Declaration will be filed on completion of units #20, 21, 30, 31 and 32.

IN WITNESS WHEREOF, the Declarant has executed this Declaration by its duly authorized officers as of the day and year first hereinabove set forth.

S J DEVELOPMENT CO.

By Lyle P. Schneider  
President


By Peter J. Jouslas  
Secretary

STATE OF OREGON     )  
                                  )ss  
County of Multnomah)

On this 28<sup>th</sup> day of February, 1972, before me appeared Lyle Schneider, who declares that he is President of

S J Development Co., a corporation, and being first duly sworn, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires:

Job No. 0149-0020  
2/22/72 JSM

EXHIBIT "A"  
WHEATHERSTONE

That tract of land situate in the Northeast quarter of Section 5, Township 2 South, Range 1 East, Willamette Meridian, City of Lake Oswego, Clackamas County, Oregon, described as follows:

All of Block 5, of Mountain Park No. 8, a plat of record in Clackamas County, Oregon.

72-11495

CERTIFICATE

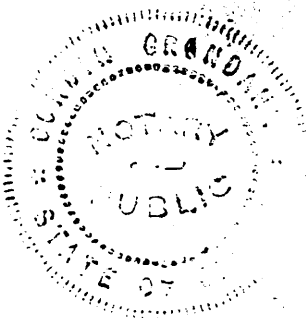
The undersigned, a registered professional engineer, hereby certifies that the attached plot and floor plan marked Exhibit B fully and accurately depicts the layout of the units and floors of condominium units 1 through 38 inclusive, all of WHEATHERSTONE, a condominium in the City of Lake Oswego, Clackamas County, Oregon and that all units EXCEPT units 20, 21, 30, 31 and 32 have been constructed as of February 22, 1972.



*David R. Millard*  
DAVID R. MILLARD, P.E.  
THE MURRAY-McCORMICK  
ENVIRONMENTAL GROUP

State of Oregon                    ss  
County of MULT.

This certifies that on this 29<sup>th</sup> day of February, 1972, before me personally appeared the above named, David R. Millard who is known to me to be the identical individual named therein and that his signature affixed to said instrument is of his own free act and deed.



*Carl J. Powell*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires 11.9.73



C E R T I F I C A T E

The foregoing Declaration is approved pursuant to  
ORS 91.535 this 26 day of ~~March~~<sup>April</sup>, 1972.

CLACKAMAS COUNTY ASSESSOR

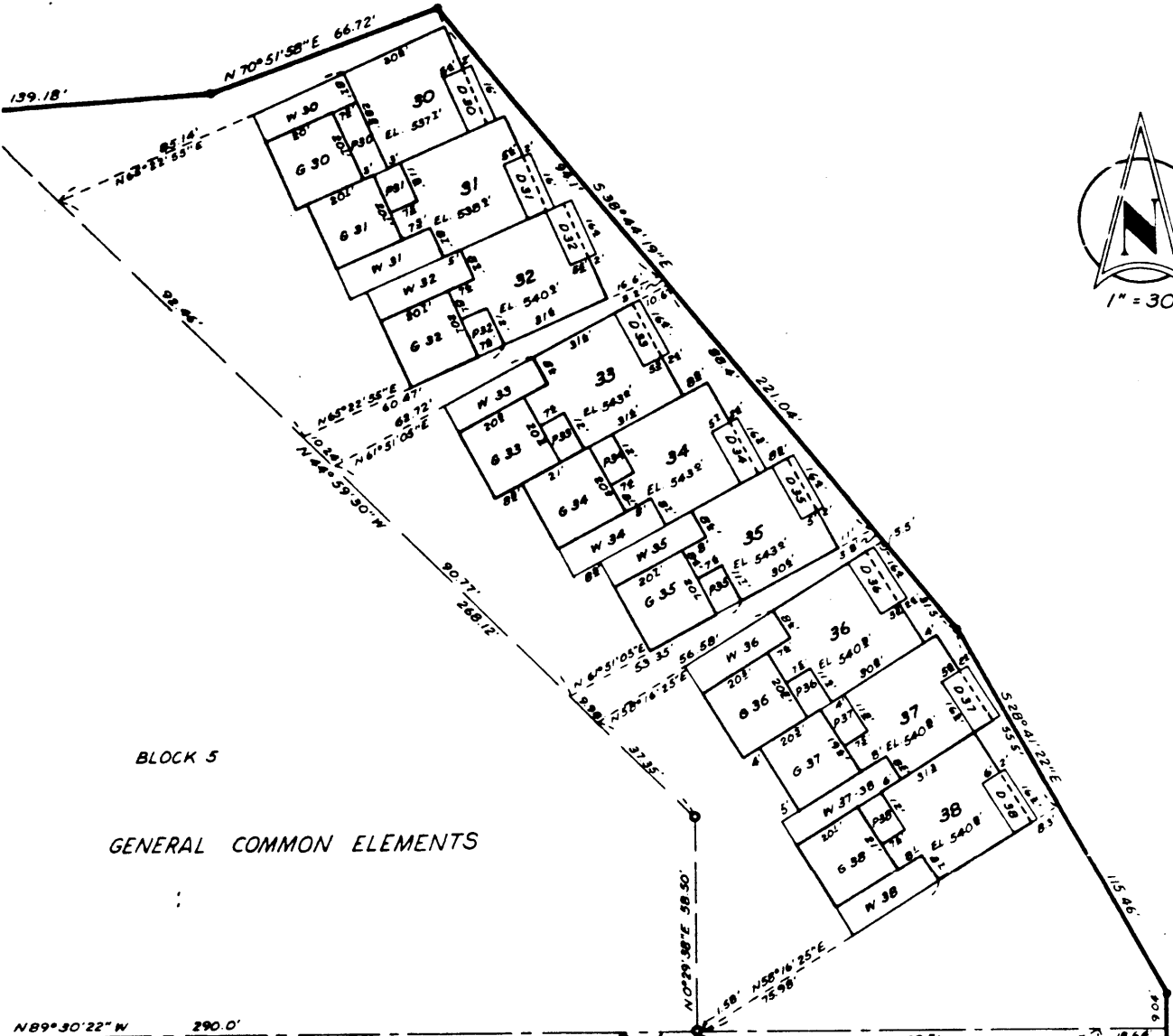
BY Donald S. Hatten

The foregoing Declaration is approved pursuant to  
ORS. 91.535 this      day of March, 1972.

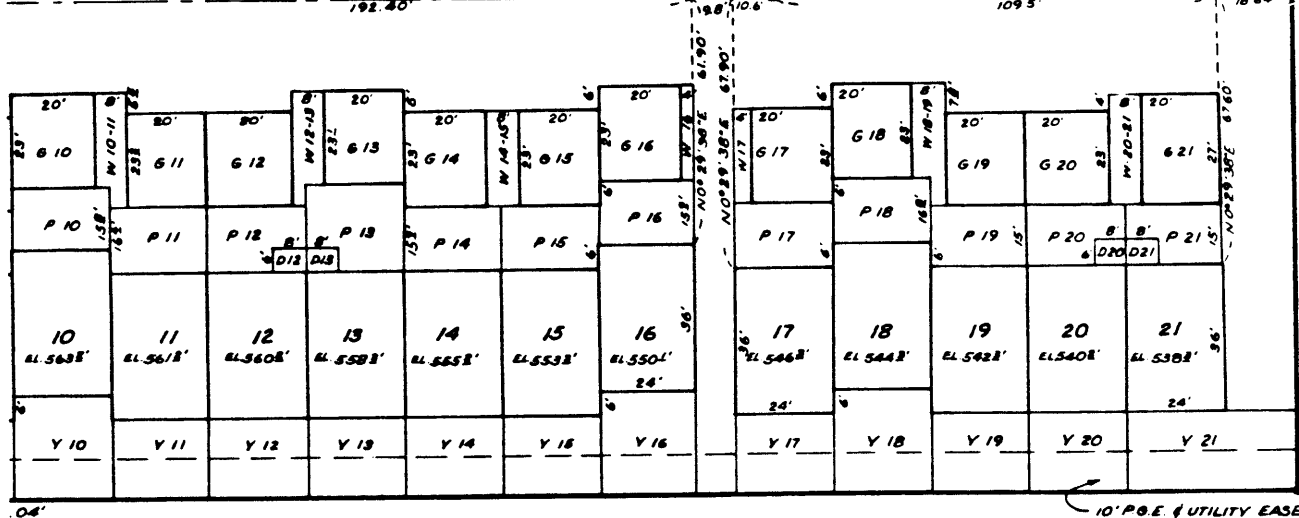
CLACKAMAS COUNTY TAX COLLECTOR

BY Joe Skobe, Sheriff  
Treas. Taylor - Deputy





BLOCK 5  
GENERAL COMMON ELEMENTS



T "B"  
RSTONE  
5-MOUNTAIN PARK NO. 8  
IKE OSWEGO, OREGON  
AL GROUP • PORTLAND, OREGON  
DRAWN 2-22-72

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Jerry S. Maris*

OREGON  
JERRY S. MARIS  
1960

FEB 24 1972