

## Realtors, Lenders, Title Companies, & Buyers:

Congratulations on your incoming transaction at Murrayhill Woods Condominiums! We believe that you will find the community very stable. Please take a moment and review the following items to ensure that your information is accurate, how to request demands or questionnaires, and to make sure that you are following the Association's rules:

- 1. Nearly all documents for the association can be found at www.MurrayhillWoods.com.
- 2. **No signage is allowed in the community**, including in windows, on balconies, or in the common areas. Only one real estate yard-arm sign can be placed in the designated area at the northwest corner of Murray Blvd. and Sapphire Ln.
- 3. Open house A-board signs are allowed only during the open house and must be removed upon completion of the open house.
- 4. **No flyer boxes are allowed in the community**. Flyer boxes can be placed on the yard arm sign on Murray Blvd.
- 5. Murrayhill Woods Condominiums is a no-smoking community effective March 1, 2017. Smoking is strictly prohibited anywhere within the boundaries of Murrayhill Woods including inside any unit, in the parking lot, in a vehicle in the parking lot, on the sidewalks, or in any common or limited common area. Smoking is defined as inhaling, exhaling, burning, or carrying any lighted or smoldering cigarette, cigar, tobacco product, marijuana product, and all similar substances (i.e., e-cigarettes or vaping products), whether legal or illegal. Cigarettes and cigarette butts shall not be disposed of anywhere on the ground or in common areas. Anyone found violating this provision shall be subject to a fine of \$250.00 per occurrence and may escalate with multiple infractions. Owners are responsible for Tenants and their guests. There are no warnings for smoking or other violations within the community.
- 6. Carports are not "deeded". Please do not indicate that in the published listing. Carports are assigned through the governing declaration. Contact management to confirm which parking spot(s) is/are assigned to the unit you are selling. Additional covered carport spaces along the main drive path may be available for lease at \$40.00 per month. Contact Management about availability.
- 7. Visitors and guests may not park in covered carport parking spots. Please direct your guests to park in any open, uncovered parking spot.
- 8. Please include the unit number in the RMLS unit parameter of the published listing. It is helpful to identify units as A-1, A-2, A-3, etc. The letter stands for the building, and the number stands for the unit number. This is extremely helpful when tracking sales in the future within the community.
- 9. There are currently no special assessments pending in the community and no litigation. If either of these statements change, this notice will be updated.
- 10. No dogs are allowed. Only 1 indoor domestic cat is allowed per unit w/Board approval. Request a pet application from Management. ADA & FHA requests may be considered, but a packet must be completed and approved **before** any animal is brought on to the property. Bringing an animal on to the property prior to approval is subject to a fine.

- 11. Water, sewer, garbage, management, exterior maintenance, and use of the pool, spa, and fitness room are included in the monthly HOA fee. Facility keys cost \$15.00 each. **NOTE: The pool, hot tub, fitness room, and clubhouse are not available for use during the pandemic restrictions under mandates issued by the State of Oregon.**
- 12. As of 12/31/2023 the Association ownership is comprised of 66.09% Owners (115 of 174) and 33.91% Investors (non-owner-occupied units) (59 of 174). The Association is not FHA approved. There has never been a successful FHA loan approved in the complex that we are aware of since it converted to condominiums back in 2006. Please do not publish FHA or VA financing in the terms of the listing. There is no rental cap (see Leasing Resolution), however leases must be reviewed and approved by the Association.
- 13. There is a one-time capital contribution fee equal to two months of the Unit's COA dues that is paid by a Buyer upon each sale (see Bylaws Section 6.2.1). PLEASE make your Buyers aware of this fee in advance so they are not surprised at closing! This fee has been established in the Bylaws to help to fund the operating account of the Association. It is a one-time fee payable upon any transfer of ownership of any unit (any change in the title of ownership whether the property is sold or not). The fee does not apply to the Unit's monthly HOA dues.
- 14. There is a one-time transfer fee of \$245.00 paid by a Buyer at closing.
- 15. There is an escrow demand fee of \$175.00 paid by the Seller at closing (for each demand including updates and sale fails. Escrow is advised to wait until AFTER inspection periods are negotiated to request demands or there may be an additional update fee assessed to the transaction. All escrow demand requests should be sent to Manager@FRESHSTARTofOregon.com. Please expect a turnaround time of 3-5 business days.
- 16. If a Lender or Buyer requests a condominium questionnaire, there is a fee of \$350.00 <u>payable in advance</u> by the Buyer or their Lender (including refinance questionnaires). All condominium questionnaire requests should be directed to Manager@FRESHSTARTofOregon.com. Prepayments can be made by calling 503-319-5848. Visa & Mastercard are accepted over the phone. Checks can be mailed to FRESH START Real Estate, Inc. at 6107 SW Murray Blvd., #313; Beaverton, OR 97008. Expect a turnaround time of 3-5 business days for completion after payment is received.
- 17. All roofs in the complex have been replaced with new 50-year composition shingles, along with new gutters and downspouts. The project was completed in 2018.
- 18. All buildings were painted in October 2022. New windows were installed in 2014. Owners are responsible for replacing sliding glass doors, if desired. There is an approved product and vendor suggestions shown on the website at www.MurrayhillWoods.com.
- 19. All chimneys were inspected and cleaned as determined in April of 2021. The next scheduled inspection and cleaning is in 2024. NOTE: Some fireplace boxes were inspected and found to need repairs before further use. Please contact Management to see if the fireplace in your unit required or requires repairs, and if the repairs have been completed. Residents are advised not to use fireplaces until the need for repairs is confirmed by Management.
- 20. Please advise your Buyer's agents to not write a repair addendum asking the Seller to take care of any repairs in the chimneys, crawlspaces, attics, or on exterior siding. The Association is responsible for those repairs. Copies of inspection reports noting deficiencies of any identified items should be forwarded to management and repairs will be scheduled accordingly. Do not make completion of HOA repairs a contingency on the Sale Agreement. The HOA will issue a statement that identified repairs will be taken care of on a schedule that the HOA determines appropriate.
- 21. If a property is being purchased as an investment property and will be rented out, please review the Leasing Resolution found at www.MurrayhillWoods.com. There are requirements and fees associated with leasing units in Murrayhill Woods.

- 22. **Condominium insurance must be obtained <u>even with cash purchases.</u>** Owners/Residents are responsible for all damage to the condominium and/or loss or damage to personal property due to fire, theft, vandalism, or water damage. Please see Article 8, Section 8.7 of the MHW Bylaws, which requires the following:
  - i. Owners shall be responsible for purchasing insurance policies insuring their units.
  - ii. Proof of such insurance coverage shall be provided to the Association by the Unit Owner.
  - iii. Owners <u>and</u> tenants of all Units shall procure and maintain comprehensive liability policies having combined limits of not less than Fifty Thousand Dollars (\$50,000) for each occurrence.

Additionally, Owners shall name Murrayhill Woods Condominium Association; C/O 6107 SW Murray Blvd., #313; Beaverton, OR 97008 as a named "additional interest" on their insurance policy.

It is recommended that Owners obtain Loss Assessments Coverage for Earthquake. That is Endorsement 440. This endorsement provides coverage for the insured's share of special loss assessments charged by a corporation or association of property owners as a result of direct loss by earthquake to property owned by all members collectively. The limit is the most that will be paid for any one loss, regardless of the number of assessments. Talk to your insurance carrier for further information.

NOTE: Should any Owner experience any damage or loss that affects their unit, the Owner's insurance policy shall be considered the primary policy (Bylaws Section 8.9). With no-fault claims, the Owners will be responsible for payment of any amount of damages that is below the Association's Master Policy deductible, which is currently \$25,000.00. per unit for water damages, and per occurrence for all other claims. If the damage is deemed to be due to Owner negligence or fault, the Owner may be fully responsible for payment of all damages. It is highly advisable that owners communicate this with their insurance carrier to make certain that their Owner's policy coverage is adequate, and that the Owner will, at a minimum, be covered up to the amount of the Association's deductible in a no-fault claim. Association certificates of insurance can be found at www.MurrayhillWoods.com.

- 23. There is a welcome packet that can be found at www.MurrayhillWoods.com. This packet includes forms that will need to be completed by Buyers and submitted to Management within 10 days after closing.
- 24. The Association is professionally managed by FRESH START Real Estate, Inc. Other questions? Email is best for us. Email to Manager@FRESHSTARTofOregon.com.

View all Association documents at: www.MurrayhillWoods.com