

30-
1

TREETOP CONDOMINIUM
AMENDMENT TO DECLARATION

THIS AMENDMENT, having been approved by all owners of units in Treetop Condominium and having been approved by all mortgagees of units in Treetop Condominium, is made this 24th day of November, 1987.

RECITALS:

The Declaration of Unit Ownership for Treetop Condominium (the "Declaration"), recorded in the records of Clackamas County, Oregon on March 18, 1980, as Recorder's No. 80-9971, provided for and submitted a total of 16 residential condominium units, numbered Units 1 through 16, submitted the same under the provisions of the Oregon Condominium Act.

It has been determined by unanimous agreement of all unit owners and all mortgagees of units in the Condominium that it is advisable to remove Unit 16, together with certain surrounding common element land, from the condominium form of ownership. The following amendment removes Unit 16, together with certain surrounding common element land from the Condominium, reallocates percentage ownership and liability for common expenses among the remaining 15 units.

NOW, THEREFORE:

1. Removal of Property. The Declaration is hereby amended to remove Unit 16, together with certain common element land described on Exhibit "A" hereto attached and shown on the plat being recorded in the Clackamas County Records simultaneously with this Declaration, from the Condominium form of ownership. Such property shall hereafter be referred to as the "Removed Property." Unit 16, together with common element land depicted on the amendment to the plat, shall no longer be a part of the Condominium, and no part of such Removed Property shall constitute a unit, general or limited common element of the Condominium.

2. Percentage Ownership. Each unit owner shall own the following undivided percentage interest in the common elements:

88 04130

1. AMENDMENT TO TREETOP CONDOMINIUM DECLARATION

Schedule of Ownership Interests

<u>Unit No.</u>	<u>Ownership Percentage</u>
1	.0667
2	.0667
3	.0667
4	.0667
5	.0667
6	.0667
7	.0667
8	.0667
9	.0667
10	.0667
11	.0666
12	.0666
13	.0666
14	.0666
15	.0666

The percentage ownership in the common elements was determined by dividing the total square footage of each respective unit into the total square footage of all units, by arbitrarily subtracting from Units 11 through 15 an amount equal to .0001.

3. Liability for Common Expenses. Each unit shall bear liability for common expenses and shall enjoy the benefit of common profits in the same proportion as that unit's percentage ownership in the common elements set forth in Section 2 above.

4. Utility Easement Granted over Condominium Property. The Treetop Condominium Association (the "Association") and the unit owners hereby grant to Far West Federal Bank, an Oregon corporation, the owner of the Removed Property, a blanket easement across and under the Condominium's common elements for the existence, maintenance and repair of utility lines serving the Removed Property. Provided, however, the owner of the Removed Property shall maintain, repair and replace such utility lines at such owner's expense and without liability to the Association. The owner of the Removed Property hereby agrees to defend, indemnify and hold harmless the Association and the unit owners from any and all costs, liability or damages arising out of or connected with the existence, maintenance, repair or replacement of such utility lines.

5. Utility Easement Granted over Removed Property. Far West Federal Bank, an Oregon corporation, hereby grants to the Association and the individual unit owners a blanket easement across and under the removed property for the existence, maintenance and repair of utility lines serving the Condominium, provided, however, that the Association shall maintain, repair

2. AMENDMENT TO TREETOP CONDOMINIUM DECLARATION

2

and replace such utility lines at the Association's expense and without liability to Far West Federal Bank. The Association hereby agrees to defend, indemnify and hold harmless Far West Federal Bank from any and all costs, liability or damages arising out of or connected with the existence, maintenance, repair or replacement of such utility lines.

6. Access Easement. The Association and the unit owners hereby grant to Far West Federal Bank, an Oregon corporation, the owner of the Removed Property, a perpetual non-exclusive easement over, across and upon certain real property described on Exhibit "B" hereto attached for the purpose of vehicular ingress and egress to the removed property, provided, however, that the owner of the Removed Property shall make only such use of such non-exclusive easement as is consistent with the nature and character of the removed property and the Condominium. The Association shall pay for the costs of and shall have the exclusive right to perform the maintenance, repair and replacement of the driveway over which this easement is granted, except for any such maintenance, repair and replacement required due to the negligence or intentional act of the owner of the Removed Property or such persons' use of this easement in a manner inconsistent with the terms of this Section 6.

7. Maintenance of Removed Property. The owner of the Removed Property shall maintain the Removed Property, including, without limitation, all lawn, landscaping, roof, gutters, and siding, in good repair and condition. The owner of the Removed Property shall paint the siding and trim of the dwelling on the Removed Property in a color compatible with the Condominium structures on the adjoining property.

8. Benefit. This Amendment shall inure to the benefit of and shall be binding upon the parties hereto and their respective trustees, executors, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the President and Secretary of the Treetop Condominium Homeowners' Association have executed this Amendment, hereby certifying that the same was adopted upon unanimous consent of all owners and all mortgagees of units in the Condominium.

TREETOP CONDOMINIUM HOMEOWNERS' ASSOCIATION

By: [Signature]

President

By: [Signature]

Secretary

[NOTARIAL ACKNOWLEDGMENTS ON FOLLOWING PAGE]

3
3. AMENDMENT TO TREETOP CONDOMINIUM DECLARATION

STATE OF OREGON)
) ss. November 24, 1987
County of Clackamas)

Personally appeared * * * * * Kenneth T. Anderson * * * * * and
* * * * * Richard V. Paulson * * * * *, who, being duly sworn, did say
that they are the President and Secretary, respectively, of
Treetop Condominium Association, and that said instrument was
signed in behalf of said Association by authority of its Board of
Directors; and they acknowledged said instrument to be its voluntary
act and deed.

Christina A. Sage
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-14-91

The foregoing Amendment to Declaration is approved pursuant
to ORS 94.036 which 6th day of January, 1988.

MORELLA LARSEN
Real Estate Commissioner

By: *Aldesta Raethle*

APPROVAL OF DECLARATION

THE UNDERSIGNED, pursuant to ORS 94.036, as County assessor
for the County of Clackamas, State of Oregon, hereby approves the
Declaration of Unit Ownership for:

TREETOP CONDOMINIUM
In Clackamas County, Oregon.

12-11-87
Date

George E. Malin
George E. Malin

Carol Malin
Deputy

THE UNDERSIGNED, pursuant to ORS 94.036, as Tax Collector
for the County of Clackamas, State of Oregon, hereby approves the
Declaration of Unit Ownership for:

TREETOP CONDOMINIUM
In Clackamas County, Oregon.

11 Dec 1987
Date

George E. Malin
George E. Malin

4 *Christina C. Leunig*
Deputy

4. AMENDMENT TO TREETOP CONDOMINIUM DECLARATION

EXHIBIT "A"
TO
TREETOP CONDOMINIUM
AMENDMENT TO DECLARATION

A parcel of land situated in the Southwest one-quarter of Section 24, Township 2 South, Range 1 East, Willamette Meridian, County of Clackamas, State of Oregon, being a portion of the duly recorded plat of TREETOP CONDOMINIUM, recorded in Book 81, Page 3, Clackamas County Recorders Office, and being more particularly described as follows:

Commencing at the Initial Point of said TREETOP CONDOMINIUM; thence along the Westerly line of said plat, North $58^{\circ}25'13''$ West, a distance of 31.77 feet to a $1/2''$ galvanized iron rod and the True Point of Beginning; thence leaving said Westerly line, North $82^{\circ}30'00''$ East, a distance of 60.00 feet to a $5/8''$ iron rod; thence North $7^{\circ}47'37''$ East, a distance of 13.01 feet to Point 'A'; thence continuing North $7^{\circ}47'37''$ East, a distance of 32.18 feet to a $5/8''$ iron rod; thence North $30^{\circ}17'44''$ West, a distance of 104.59 feet to the Northerly line of said plat; thence along said Northerly line, South $60^{\circ}37'37''$ West, a distance of 83.32 feet to a $3/4''$ iron pipe at the Northwest corner of said plat; thence along the Westerly line of said plat, South $30^{\circ}21'10''$ East, a distance of 118.25 feet to the True Point of Beginning.

5

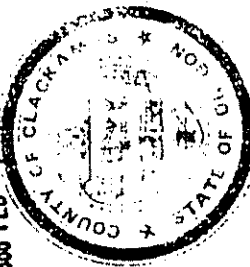
EXHIBIT "B"
TO
TREETOP CONDOMINIUM
AMENDMENT TO DECLARATION

Beginning at Point 'A' of the hereinabove-described tract; thence on a non-tangent curve, along a 25.00-foot radius curve concave to the Southwest through a central angle of 42°03'59", an arc distance of 18.35 feet (chord bears South 26°28'26" East, a distance of 17.95 feet) to a point of tangency; thence South 5°26'26" East, a distance of 73.00 feet to the Northerly right-of-way line of Pimlico Drive and the terminus of said easement centerline. The side lines to be extended or shortened to meet at said right-of-way line and the hereinabove-mentioned tract.

STATE OF OREGON
County of Clatsop

I, John F. Kauffman, County Clerk for the County of Clatsop, do hereby certify that the instrument of writing was received for recording in the records of said county at

1988 FEB 11 AM 11:10



Witness my hand and seal this day

John F. Kauffman
John F. KAUFFMAN
County Clerk

Recording Certificate
CCL-44 (rev. 12-86)

88 04130

6