

87- 1435

0140-0990

FIRST AMENDMENT TO BROOKS RESOURCES DECLARATION
ESTABLISHING THE SKI HOUSE III CONDOMINIUM SECTION

The Brooks Resources Declaration Establishing the Ski House III Condominium Section and submitting it to the Mt. Bachelor Village Charter and the Oregon Unit Ownership Law recorded November 24, 1982 in Volume 366, Page 1, Deed Records, Deschutes County, Oregon, is hereby amended as follows:

1. Section 28 of the Declaration is hereby amended by adding the following language:

In addition to the above requirements and except for the amendments to this Declaration or the Bylaws for termination of the property made as a result of destruction, damage, or condemnation, the approval of eligible mortgage holders holding mortgages on at least 67 percent of units subject to eligible mortgage holder mortgages shall be required to terminate the legal status of the property as a condominium or to add or amend any material provisions of the declaration or bylaws which establish, provide for, govern or regulate any of the following: voting, assessments, assessment liens or subordination of such liens, reserves for maintenance, repair and replacement of common areas (or units, if applicable), insurance or fidelity bonds, rights to use of the commons areas, responsibility for maintenance and repair of several portions of the property, expansion or contraction of the property or the addition and annexation or withdrawal of real or personal property to or from the property, boundaries of any unit, the interest in the general limited common areas, convertibility of units in the common areas or of common areas in empty units, leasing of units, imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit, and any provisions which are or for the express benefit of mortgage holders, eligible mortgage holders, or eligible insurers or guarantors of first mortgages on units.

For purposes of the foregoing paragraph, an addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eli-

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gible mortgage holder who receives a written request to approve additions or amendments who does not deliver or propose to the requesting party a negative response within 30 days shall be deemed to have approved such request.

2. Section 1 of the Declaration is hereby amended by adding a new paragraph 1.(f) to read as follows:

1.(f) Eligible mortgage holder means a holder of the first mortgage on a unit who has requested notice of certain matters from the association of unit owners in accordance with Section 801.08M of the FNMA Conventional Home Mortgage Selling Contract Supplement.

3. Section 22 of the Declaration is hereby amended to read as follows:

Section 22. Damage or Destruction. If one or more of the buildings within the property are damaged, destroyed or partially condemned, the board of directors shall immediately proceed to rebuild and restore the building or buildings so damaged, destroyed or partially condemned so that the same will be returned to substantially the same condition in which the building or buildings existed prior to such damage, destruction, or partial condemnation. Each unit and the general and limited common elements shall have substantially the same vertical and horizontal boundaries as before, unless at least 90 percent of all the unit owners, plus eligible mortgage holders holding mortgages on at least 51 percent of the units which are subject to eligible mortgage holder mortgages, agree that the property shall not be rebuilt and restored. If the property is to be rebuilt and restored and the insurance proceeds be insufficient to rebuild and restore, the unit owners shall be liable for assessment for any deficiency as a common expense. If 90 percent of all the unit owners agree that the property shall not be rebuilt or restored, the property shall be considered removed from the provisions of the Oregon Condominium Act in accordance with ORS 94.306. Any election to terminate the legal status of the property after substantial destruction or a substantial taking in condemnation of the property shall require the approval of eligible mortgage holders holding mortgages on at least 51 percent of units subject to eligible mortgage holder mortgages.

-2- AMENDMENT

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The Association of Unit Owners, through a trustee appointed for such purpose, shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas or part thereof. In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the Association of Unit Owners, or any trustee, for the use and benefit of the unit owners and their mortgagees as their interests may appear.

Upon written request to the Association of Unit Owners, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any such eligible mortgage holder or eligible insurer or guarantor shall be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of the property or any unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

b. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association of Unit Owners;

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified herein.

4. Section 21 of the Declaration is hereby amended to read as follows:

Section 21. Insurance. The Association of Unit Owners, by and through the board of directors, shall obtain and keep in effect at all times insurance coverage as specified in the Bylaws.

The board of directors shall not be responsible for procuring fire and extended coverage insurance covering the furniture, fixtures, equipment, or contents located

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in the individual units.

The insurance obtained by the Association of Unit Owners, by and through the board of directors, as required by this section shall be a common expense.

DATED this 16th day of NOVEMBER, 1986.

ASSOCIATION OF UNIT OWNERS OF
SKI HOUSE III CONDOMINIUM SECTION

By: [Signature]
President

By: [Signature]
Secretary

The President and Secretary of the Association of Unit Owners of Ski House Condominium Section, hereby certify that the above amendments to the Brooks Resources Corporation Declaration Establishing the Ski House III Condominium Section and submitting it to the Mt. Bachelor Village Charter and the Oregon Unit Ownership Law recorded November 24, 1982 in Volume 365, Page 1, Deed Records, Deschutes County, Oregon, was approved by the written consent of not less than 75% of all of the owners of units within the condominium.

ASSOCIATION OF UNIT OWNERS OF
SKI HOUSE III CONDOMINIUM SECTION

By: [Signature]
President

By: [Signature]
Secretary

-4- AMENDMENT

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Multnomah
STATE OF OREGON, County of ~~DESCRUTES~~, ss.

0140-0994

The foregoing instrument was acknowledged before me this
16th day of November, 1986, by William J. Allred,
Secretary of the Association of Unit Owners Of Ski House III
Condominium Section.

Connie Diane Bork
CONNIE DIANE BORK
NOTARY PUBLIC - OREGON
My Commission Expires 12/18/88

Connie Diane Bork
NOTARY PUBLIC FOR OREGON
My Commission Expires: December 18, 1988

The foregoing Amendments to the Declaration are hereby
approved pursuant to ORS 94.152 this 23 day of January
1987.



MORELLA LARSEN
REAL ESTATE COMMISSIONER OF OREGON

By Alberta Raethke

STATE OF OREGON)
COUNTY OF DESCRUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

1987 JAN 23 PM 3:40

MARY SUE PENHOLLOW
COUNTY CLERK

BY P. L. L. DEPUTY

NO. 87- 1435 REC. 21

DESCRUTES COUNTY OFFICIAL RECORDS

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