

13059

AMENDMENT TO PLAN OF SUNRISE VILLAGE

WHEREAS, the Plan of Sunrise Village dated July 27, 1978 has been recorded in Volume 279 at page 210, Deed Records, Deschutes County, Oregon on July 28, 1978, and

WHEREAS, the Developer and Owners desire to amend said Plan of Sunrise Village for the purposes of providing additional financing capability, and

WHEREAS, Unit Owners owning 75% of the units in Sunrise Village have consented in writing to the amendment, repeal and addition of new provisions as set forth herein,

NOW, THEREFORE, the Plan of Sunrise Village is hereby amended as follows:

1. Section 7.5 is hereby amended to add a new subparagraph (n) as follows:

"(n) Payment of fire and extended coverage insurance for 100% of the replacement cost of insurable common property now or hereafter at any time made subject to this Plan of Sunrise Village".

2. Section 7.5 is hereby amended to add a new subparagraph (o) as follows:

"(o) Payment of a Comprehensive policy of public liability insurance covering the common property now or hereafter at any time made subject to this Plan of Sunrise Village in an amount not less than \$1,000,000.00 per occurrence for personal injury and/or property damage".

3. Section 11.3 is amended to read as follows:

"11.3 Default in payment of maintenance assessments and charges. Each maintenance assessment or charge levied or imposed pursuant to the Plan or any Sunrise Village Declaration, together with interest thereon, shall be a separate, distinct and personal

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Sunrise Village - 2151 NE 1st St - Bend

debt and obligation of the unit owner or resident of Sunrise Village against whom the maintenance assessment, or charge is levied or imposed or from whom the amount is due. If the unit owner fails to pay any such assessment or charge or any installment thereof when due the unit owner shall be in default and the assessment or charge not paid together with interest, costs and attorneys' fees as elsewhere provided for herein shall become a lien upon the unit or units owned by the person from whom the assessment or charge is due upon the filing by the Manager in the records of mortgages of Deschutes County, Oregon, a notice of lien setting forth the amount due and a description of the units against which the lien is imposed. Such lien shall not take effect until notice thereof has been so filed and notice is served upon any first mortgagee of the property against which lien is imposed. Such lien shall be subordinate to any lien of any mortgage upon any unit which is accepted in good faith and for value which was recorded prior to the filing of notice of lien and a mortgagee shall be in no way responsible for past due maintenance, assessments and charges which accrue prior to the acquisition of title to any unit subject to said maintenance assessments and charges by the mortgagee.

4. Section 12.1 is amended to read as follows:

"12.1 No provision of this Plan may, at any time, be amended, repealed or provisions added, unless at least two-thirds (2/3's) of the first mortgagees (based upon one vote for each first mortgage owned) and unit owners have given their prior written approval to the amendment, or repeal of a provision, or to the addition of a new provision of this declaration".

5. Section 10 is amended to read as follows: A new subsection (g) is hereby added to read as follows:

"(g) Any agreement entered into by the association for the professional management of Sunrise Village, including any contract providing for the services of the developer, may not exceed three years. Any such agreement must also provide for termination by either party without cause and without payment of a termination fee upon ninety days or less written notice".

6. A new section 12.5 is hereby added to read as follows:

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"12.5 Nothing contained within the Plan of Sunrise Village shall give a unit owner, or the developer, or any other party, priority over any rights of a first mortgagee of a unit in Sunrise Village pursuant to its mortgage in the case of a distribution to a unit owner of insurance proceeds or condemnation award for losses to or a taking of any common area of Sunrise Village.

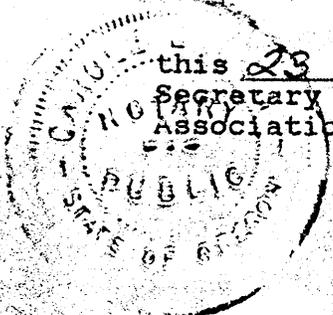
IN WITNESS WHEREOF, the undersigned being the secretary of the Sunrise Village Association hereby certifies that the owners of 75% of the units of Sunrise Village, as of the date of this amendment, have consented in writing to the above described amendments, and that said consents are on file in the office of the Sunrise Village Association.

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Timothy O. Ward

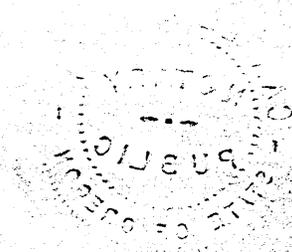
STATE OF OREGON, Deschutes County: ss.

The foregoing instrument was acknowledged before me this 23 day of December, 1981, by Timothy O. Ward, Secretary of Sunrise Village Association, on behalf of the Association.



Carol Paskey
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-23-84

The undersigned, being the owner of Lot _____, Block _____, _____ Section of Sunrise Village, hereby consents to the amendment of the Plan of Sunrise Village as set forth above.



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STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 23 day of Dec A.D. 19 81 at 9:15 o'clock A M., and recorded in Book 352 on Page 4 Records of Uledo

ROSEMARY PATTERSON
County Clerk

By Anna P. Hill Deputy