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WHEN RECORDED, RETURN TO:
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(503) 684-4111

GRANTOR: Weatherstone Property Owners
Association

GRANTEE: Public

**2016 AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF UNIT OWNERSHIP OF
WHEATHERSTONE, A CONDOMINIUM**

This 2016 Amendment to Amended and Restated Declaration of Unit Ownership of Weatherstone, A Condominium is made by the Weatherstone Property Owners Association, an Oregon nonprofit corporation (the "Association").

RECITALS

- A. Weatherstone (the "Condominium") is a Condominium, located in Clackamas County, Oregon. The Condominium was created and is governed by the following documents, in the records of Clackamas, Oregon:
1. *Amended and Restated Declaration of Unit Ownership of Weatherstone, A Condominium*, recorded on October 14, 2005 as Document No. 2005-102195 ("Declaration").
 2. *Amended and Restated Bylaws of Weatherstone Property Owners Association*, recorded on November 15, 2005 as document number 2005-114298 in the records of Clackamas, Oregon ("Bylaws").
- B. The Association is the Weatherstone Property Owners Association, an Oregon nonprofit corporation, formed pursuant to the Declaration, Bylaws and Articles of Incorporation filed December 22, 2009, in the office of the Oregon Secretary of State, Corporation Division.
- C. Under ORS 100.135 and Section 17.4 of the Declaration, the Association and the owners may adopt amendments to the Declaration.
- D. The owners and the Association wish to amend provisions of the Declaration as provided below.

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Weatherstone Property Owners Association

AMENDMENT

NOW, THEREFORE, pursuant to Section 17.4 of the Declaration and ORS 100.135, the Association hereby amends the Declaration in the manner set forth below:

I. Section 8.1 of the Declaration is deleted in its entirety and replaced with the following language:

8.1 Unit. Each owner shall at the owner's expense keep the interior of his unit, the windows and window frames, including windows on garages, doors and door frames, including garage doors, the mechanical parts of garage doors and 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.

II. Section 8.2 of the Declaration is deleted in its entirety and replaced with the following language:

8.2 Common Elements. The Association has a duty to maintain, repair and replace the general common elements, which include the land, exterior walls, roofs, foundations, roadways and driveways. Maintenance, repair and replacement of decks, patios, yards (including landscaping improvements), walkways, lighting for front walkways and front yards, garages (interiors of garages, garage floors, doors and windows) and balconies which are limited common elements are the responsibility of the owners to which such limited common elements pertain. Maintenance, repair and replacement of crawl spaces and attic spaces (including insulation thereof), as well as covers and screens to access points to crawl spaces and attic spaces, are the responsibility of the owners of the unit that provides primary access to the crawl space directly below or the attic directly above the unit, except to the extent such maintenance, repair and replacement pertains to the structural elements within such crawl spaces and attics. Maintenance, repair and replacement of furnaces, ductwork, exterior vents (including crawl space vents), exhaust fans, dryer vents and air conditioning vents, that service a unit, including utility lines and plumbing lines to main line at the street as more fully provided in Section 8.4 below, are the responsibility of the owner of that unit. Maintenance, repair and replacement of the fences are the responsibility of the owner of the unit to which the fence is adjacent. If the fence is located between two units, the owners whose units are on either side of the fence shall be equally responsible for its maintenance, repair and replacement. In the event of a dispute concerning the

maintenance, repair and replacement of the fence, the other owner(s) involved may petition the board of directors for a hearing. The decision of the board of directors shall be final. If, due to the act or neglect of a unit owner, or of a member of such owner's family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, to the extent not fully covered by the Association's insurance.

III. Section 8.4 of the Declaration is deleted in its entirety and replaced with the following language:

8.4 Pipes. Each unit owners shall be responsible for the maintenance, repair, replacement and costs associated therewith of that portion of pipe that provides water service which runs from within the confines of his unit to the point of intersection where such pipe joins the pipe coming from the main service line in the street. Each unit owner shall be responsible for the maintenance, repair, replacement and costs associated therewith of any portion of utility lines (including but not limited to water pipes) that service the owner's unit, regardless of whether that portion of the utility line is outside the boundaries of the unit.

IV. Except as otherwise indicated, all other provisions of the Declaration remain unchanged.

**WHEATHERSTONE PROPERTY OWNERS
ASSOCIATION, an Oregon nonprofit
corporation**

By: Eleanor Kurtis
Eleanor Kurtis, Chairperson

By: Sue Sacks
Sue Sacks, Secretary

CERTIFICATION

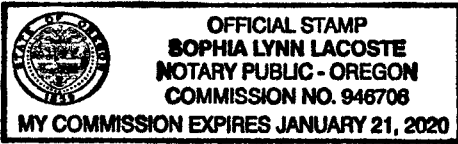
The undersigned Chairperson and Secretary of the Weatherstone Property Owners Association hereby certify that the within 2016 Amendment to Amended and Restated Declaration of Unit Ownership of Weatherstone, A Condominium has been approved pursuant to Section 17.4 of the Declaration and ORS 100.135.

Eleanor Kurtis
Eleanor Kurtis, Chairperson

Sue Sacks
Sue Sacks, Secretary

STATE OF OREGON)
County of Clackamas) ss

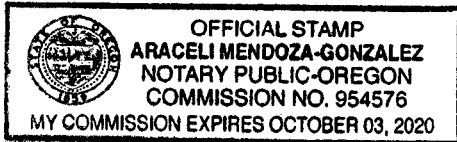
The foregoing instrument was acknowledged before me on the 25 day of November, 2016 by Eleanor Kurtis, Chairperson of the Weatherstone Property Owners Association, on its behalf.



Sophie Lute
Notary Public for Oregon
My Commission Expires: 1-21-2020

STATE OF OREGON)
County of Clackamas) ss

The foregoing instrument was acknowledged before me on the 26th day of November, 2016 by Sue Sacks, Secretary of the Weatherstone Property Owners Association, on its behalf.



Araceli Mendoza-Gonzalez
Notary Public for Oregon
My Commission Expires: 10-3-2020

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Weatherstone Property Owners Association

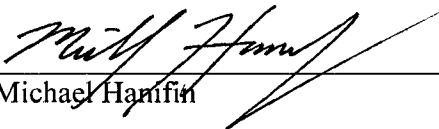
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GOVERNMENTAL APPROVALS

OREGON REAL ESTATE COMMISSIONER

The foregoing 2016 Amendment to Amended and Restated Declaration of Unit Ownership of Weatherstone, A Condominium is approved pursuant to ORS 100.110 this 27th day of January, 2016. In accordance with ORS 100.110(8), this approval automatically expires if this amendment is not recorded within one (1) year from this date.

**OREGON REAL ESTATE
COMMISSIONER**

By: 
Michael Hanifin

CLACKAMAS COUNTY ASSESSOR

The foregoing 2016 Amendment to Amended and Restated Declaration of Unit Ownership of Weatherstone, A Condominium is approved pursuant to ORS 100.110 this 6 day of Feb, 2016.

CLACKAMAS COUNTY ASSESSOR

Bob Urzeman
By: 