

After Recording, Return To:
Trumbull Creek Crossing I, LLC
c/o NW Development Group, LLC
4260 Galewood Street, Suite B
Lake Oswego, OR 97035

200700033466 Fees: \$35.00 by: JL
DECL CCR AMEND by ATEC
Date 11/1/2007 Time 12:03 PM Page: 1 of 5
Paula Robinson, Flathead County Montana

CR071101

**AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRUMBULL CREEK CROSSING, PHASE 1**

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRUMBULL CREEK CROSSING, PHASE 1 ("Declaration"), is made as of this 23 day of October, 2007, by Trumbull Creek Crossing I, LLC, an Oregon limited liability company ("Declarant").

WHEREAS, the Declaration of Protective Covenants, Conditions and Restrictions for Trumbull Creek Crossing, Phase 1, ("**Declaration**") was recorded July 2, 2007, as Document number 200700019913, in the records of Flathead County, Montana; and

WHEREAS, the undersigned Declarant desires to amend said Declaration in accordance with Article 13, Section 13.2, and meets the ownership provisions stated therein.

NOW THEREFORE, Declarant hereby declares as follows:

1. The first, second and third paragraphs in Article X, Section 10.2 are hereby **deleted and replaced** by the following:

10.2 Computation of Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a contribution towards the Reserve Fund in accordance with a budget separately prepared as provided in Section 10.11 below.

The common Assessments to be levied against each Lot for the coming year shall be set at a level, which is reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including the Reserve Fund. In determining the amount of the Common Assessments, the Board, in its discretion, may consider other sources of funds available to the Association.

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Each Lot shall be assessed for Common Expense based on the following formula: With the exception of the provisions of Section 10.3.2 below, all Lots shall be assessed on the basis of one assessment per Lot. The assessment determination will initially be made as of the first day of each fiscal year. The amount of the assessment for each Lot shall be determined by dividing the amount of the annual total budgeted Common Expenses or other aggregate assessment (Special Assessment or Emergency Assessment) by the total number of Lots. With respect to Common Assessments, the total number of Lots shall be the total number Lots reflected on the recorded Plat, including any annexations thereto, or intended in the coming fiscal year.

The determination for other assessment to be made upon the entire membership may be, made by the Board at or about the time of such assessment rather than on the first day of the fiscal year, and if such other assessment is payable over a period of time, the Board may take into account the number of Lots reasonably anticipated to become subject to that assessment during the same period of time. If the foregoing formula appears to be inequitable to the Board at any time by reason of materially miscalculating the number of Lots that will be subject to the assessment, the Board may from time to time reallocate any assessment in accordance with the foregoing formula by adjusting the number of Lots subject to assessment in a more accurate number.

2. Article X, Section 10.5 is hereby **amended** to read, "Lien for Assessments. **With the exception of the provisions set forth in Sections 10.6.1 through 10.6.3 below**, upon recording of a claim of lien..."

3. Article X, Section 10.6 and 10.6.1 are hereby **deleted and replaced** by the following:

10.6 Date of Commencement of Assessments. With the exception of the provisions set forth in Section 10.6.1 through 10.6.3 below, each Lot shall be subject to Common Assessments on the first day of the first month following the conveyance of such Lot to an Owner other than Declarant or a Successor Builder ("Assessment Date"). The first assessment shall be adjusted according to the number of days then remaining in the month of said conveyance. In addition, the first assessment levied on each lot shall be adjusted according to the number of months remaining in the fiscal year as of the Assessment Date. The commencement of assessments is subject to the following exceptions:

10.6.1 Assessments are to be levied against all Lots, except those owned by the Declarant, Declarant's assignee, or a successor builder who acquires Lot(s), whether or not such Lots have been improved with a substantially completed Home ("Successor Builder"). However, no assessment shall be levied against any Lot, until such time as it is first conveyed to a purchase other than Declarant, Declarant's assignee, or a Successor Builder. Assessments for all Lots conveyed by the Declarant to a purchaser/Owner, either by deed or land sales contract, shall begin on the day of the recording of the deed or land sale contract conveying or contracting to convey the Lot to the new Owner. Declarant shall not at any time be subject to Common Assessments on Lots that have not been conveyed by Declarant to a Successor Builder or purchaser/Owner.

4. Article X, Section 10.8 is hereby **deleted and replaced** by the following:



10.8 Capitalization of Association. Upon acquisition of record title to a Lot by any purchaser thereof, other than the Declarant, Declarant's assignee or a Successor Builder, a contribution shall be made by the purchaser/Owner to the working capital of the Association in an amount equal to two times the monthly assessment (or one sixth of the Annual Common Assessment) based upon the current budget for the Association. However, if Lot(s) purchased solely for the purpose of construction has not been conveyed to a purchaser/Owner within one (1) year from the date of initial conveyance to the Successor Builder ("Anniversary Date"), then "Successor Builder shall fund the capital contribution to the Association not later than the first day of the first month following the Anniversary Date. This amount shall be in addition to, not in lieu of, the annual Common Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the purchase and sales escrow and disbursed there from to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

If a Lot(s) purchased solely for the purpose of construction has not been conveyed to a purchaser/Owner by the Anniversary Date, then the exception provided to the Successor Builder in Section 10.6.1 above shall expire, thereby subjecting the Lot(s) owned by said Successor Builder to the annual Common Assessment. Said Common Assessment shall be due on the first day of the first month following the Anniversary Date of said Lot(s).

5. Article X, Section 10.11 is hereby amended by **deleting** the following sentence, "...investment of the Reserve Fund. **Following the second year after the Turnover Meeting, future assessments for the Reserve Fund may be reduced or increased by an affirmative vote of not less than seventy five percent (75%) OF THE members OR eliminated by a unanimous vote of the Members.** Assessments paid..."; and

6. All other provisions of said Declaration shall remain unchanged.

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IN WITNESS WHEREOF, the undersigned Declarant of Trumbull Creek Crossing has hereunder set his hand this 223 day of October, 2007, acknowledging the provisions of Article 13, Section 13.2 of the Declaration of Protective Covenants, Conditions and Restrictions for Trumbull Creek Crossing, Phase 1.

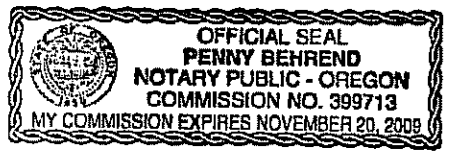
TRUMBULL CREEK CROSSING I, LLC,
An Oregon limited liability company,

Michael W. Anders
By: Michael W. Anders
Title: Member

STATE OF Oregon)
County of Clackamas) ss.

This instrument was acknowledged before me on October 23rd, 2007, by Michael Anders for Trumbull Creek Crossing, LLC, the Declarant of Trumbull Creek Crossing.

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: Nov 20, 2007

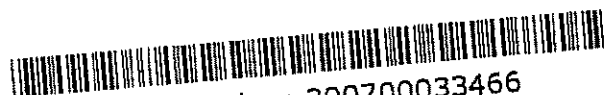


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A tract of land, situated, lying and being in the Southeast Quarter of the Southeast Quarter of Section 28, Township 29 North, Range 21 West, P.M.M., Flathead County, Montana and more particularly described as follows to wit:

Commencing at the southeast corner of the Southeast Quarter of the Southeast Quarter of Section 28, Township 29 North, Range 21 West, P.M.M., Flathead County, Montana; thence along the south boundary of said SE1/4SE1/4 and the centerline of a 60 foot declared county road known as East Reserve Drive S 89°56'20" W 660.07 feet to the TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; thence continuing S 89°56'20" W 430.77 feet; thence leaving said centerline N 01°11'14" W 310.66 feet to a found iron pin; thence N 18°03'25" W 102.25 feet to a found iron pin; thence S 88°55'10" W 190.47 feet to a found iron pin; thence N 00°06'27" E 914.24 feet to a found iron pin on the northerly boundary of said SE1/4SE1/4; thence along said boundary N 89°49'58" E 659.08 feet to a found iron pin on the westerly boundary of Granite View Subdivision; thence along said westerly boundary S 00°03'47" W 1319.93 feet to the point of beginning.

The above described tract of land known as Trumbull Creek Crossing, Phase 1.


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