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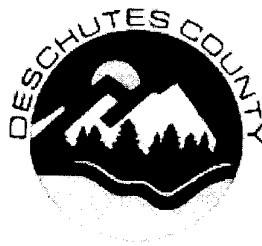
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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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RETURN TO:

RIVERMILL HOMES, INC.
61535 S. Hwy. 97 #9-388
Bend, OR 97702

**FIRST AMENDED DECLARATION
OF
CONVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COPPER SPRINGS**

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THIS DECLARATION IS MADE THIS 21st, DAY OF JANUARY 2005, BY RIVERMILL HOMES INC. AN OREGON corporation ("declaring")

RECITALS:

A. On August 26, 2004, Declarant recorded Phase I of the Plat of "Copper Springs" in the plat records of Deschutes County, Oregon

B. Declarant desires to amend the conditions, restrictions and charges set forth in the Declaration previously recorded on August 26, 2004, in the records of Deschutes County, Oregon in Book 2004 Page 51206

NOW, THEREFORE, Declarant, the owner of more than 75% of the lots in Copper Springs hereby declares that the property described in the plat of Copper Springs amends the covenants, conditions and restrictions in their entirety, as follows:

**ARTICLE I.
DEFINITIONS**

- 1.1 "Additional Property" means any land which is made subject to this Declaration
- 1.2 "Association" means the nonprofit corporation to be formed to serve as an Owners' association as provided in this Declaration, and its successors and assigns.
- 1.3 "Right of Way" means that area common to lots 11-17 and Brosterhous Road, as shown on the platt.
- 1.4 "Declarant" means Rivermill Homes Inc. and "Copper Springs" an Oregon corporation, and its successors and assigns.
- 1.5 "Lot" means a numerically designated and platted lot with the Property (including the unit located on such Lot), with the exception of any tract or lot marked on the plat as being common, a private drive or dedicated to the city of Bend.
- 1.6 "Mortgage" means a mortgage or a deed of trust ;"mortgagee" means a mortgagee or a beneficiary of a deed of trust; "mortgagor" means a mortgagor or a grantor of a deed of trust.
- 1.7 "Owner" means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a lot. The rights, obligations and other status of being an owner, commence upon acquisition of the ofwnership of a lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.
- 1.8 "Common Area" means any tract designated as private common access easement, in the

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OR FOR THE VALIDITY, SUFFICIENCY, OR
EFFECT OF THIS DOCUMENT

Declaration of the Plat.

1.9 "The Property" means the Initial Development described in the recorded plat as "Copper Springs" and any additional property annexed in the future.

1.10 "Sold" means that legal title has been conveyed or that a contract of sale has been executed under which the purchase has obtained the right to possession.

1.11 This "Declaration" means all of the easements, covenants, restrictions and charges set forth in this instrument, together with any rules or regulations promulgated pursuant to this instrument, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

1.12 "HOA" means the Home Owners Association formed under this declaration for the benefit of and to serve the Copper Springs home owners.

1.13 "Budget" means the annual budget developed from the assessments of the "HOA". The annual budget is voted on and approved by Board of Directors for the Copper Springs Association.

**ARTICLE II.
ASSOCIATION FEES and RIGHT OF WAY**

2.1 In accordance with the definitions provided under article I of this amendment, it is established that a Home Owners Association (HOA) shall be formed for the purpose of maintaining the landscaping strip common to Brosterhous Road and lots 11-17, known as the right of way.


2.2 The budget for the maintenance of this right of way shall be assessed on an annual basis by the board of directors and divided equally amongst the various property owners within Copper Springs, phases I and II. Maintenance fees shall be established at not less than \$40 per home, per year, for the first year. Fees for subsequent years may be altered by the board of directors, if it is determined that the fees either exceed or fall short of that which is necessary for the proper maintenance of the right of way.

2.4 A board of directors is to initially consist of Paul Halpin President, Jared Christensen Vice-President, and Don Layton Secretary.

IN WITNESS WHEREOF, Declarant has executed this First Amendment of the Declaration as of the date first above written.

**DECLARANT:
RIVERMILL HOMES INC.
an Oregon corporation**

By: 

By:  VP Rmt

President
Rivemill Homes, Inc.

NB

STATE OF OREGON,

County of Deschutes }
before me appeared Jared Christensen } ss.
Donald W. Layton }

On this 21st day of January, 2005

and
duly sworn, did say that he/she, the said Jared Christensen both to me personally known, who being
is the President, and he/she, the said Donald W. Layton
is the Secretary Vice President of Rivermill Homes, Inc.,
the within named Corporation, and that the seal, if any, affixed to said instrument is the corporate seal of said
Corporation, and that the said instrument was executed on behalf of said Corporation by authority of its Board
of Directors, and Jared Christensen and Donald W. Layton
acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Cheryl Williams

Notary Public for Oregon.

My commission expires 3-15-06