



After Recording Return to:
Ball Janik LLP
Attention: Denise R. Case
101 SW Main Street, Suite 1100
Portland, OR 97204

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR FRANKLIN CROSSING CONDOMINIUMS**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR FRANKLIN CROSSING CONDOMINIUMS (this "**Amendment**") is made and entered into effective this 8 day of April 2009, by Keystone Partners, LLC, an Oregon limited liability company ("**Declarant**"), and Franklin Crossing Condominiums Owners' Association, an Oregon nonprofit corporation (the "**Association**").

RECITALS

A. Declarant recorded that certain Declaration of Condominium Ownership for Franklin Crossing Condominiums in the Official Records of Deschutes County, Oregon on December 19, 2006 as Document No. 2006-82594 (the "**Declaration**"). Any capitalized terms used in this Amendment and not otherwise defined shall have the meanings given to such terms in the Declaration.

B. The Declaration imposes certain restrictions on the ownership and transfer of Parking Units. Declarant and the Association desire to amend the Declaration to correct certain errors contained therein with respect to those restrictions that require particular Parking Units to be owned and conveyed together and/or to be owned by Residential Unit Owners.

AMENDMENT

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Amendment of Section 12. Section 12 of the Declaration is deleted in its entirety and replaced with the following:

"12. No Restriction on Alienation. This Declaration and the Bylaws impose no restrictions on the alienation of any Primary Unit. No person or entity may own or shall be entitled to acquire a Storage Unit unless such person or entity owns or shall simultaneously acquire a Residential Unit, except Declarant. No person or entity may own or shall be entitled to acquire a Parking Unit unless such person or entity owns or shall simultaneously acquire a Primary Unit, except Declarant. Any conveyance, transfer, lease, or other disposition ("**Transfer**") of a

Storage Unit to a person or entity who does not own or will not acquire a Residential Unit or a Parking Unit to a person or entity who does not own or who will not acquire a Primary Unit is prohibited. No person or entity may own or shall be entitled to acquire Parking Units P1, P2, P3, P5, P6, P33, P34, P35, P36, P39, P40 or P41 unless such person or entity owns or shall simultaneously acquire a Residential Unit, except Declarant. In addition, the following Parking Units (the "Tandem Parking Units") may only be Transferred together: P33 and P34; P35 and P36; P37 and P38; and P39 and P40. In the case of a Transfer or attempted Transfer of a Parking or Storage Unit in violation of this Section 12, in addition to the Association's other rights under this Section 12, the person or entity making or attempting such Transfer shall indemnify and hold harmless the Association and its members from all cost, liability, and damage that the Association or its members may incur (including, without limitation, attorneys' fees and expenses) as a result of such Transfer or attempted Transfer. In the event a person or entity engages or attempts to engage in a Transfer of a Parking or Storage Unit in violation of this Section 12, the Association acting through the Board may, in its sole discretion, fine the offending person or entity in such amounts as it may determine to be appropriate, in addition to any other rights or remedies available to the Association under this Declaration, the Bylaws or applicable law or in equity including, without limitation, the remedies of specific performance and injunction."

2. Approval. By execution of this Amendment, the Chairperson and Secretary of the Association hereby certify that this Amendment was approved and adopted in accordance with the Declaration and ORS 100.135 and may be executed and recorded as set forth in ORS 100.115 and ORS 100.135.

3. Effect of Amendment. Except as expressly amended hereby, the Declaration remains unamended and in full force and effect.

*(Remainder of Page Intentionally Left Blank;
Signatures on Following Page)*

IN WITNESS WHEREOF, Declarant and the Association have executed this Amendment effective as of the date first written above.

DECLARANT:

KEYSTONE PARTNERS, LLC, an Oregon limited liability company

By: [Signature]
Name: STUART J. SHEIK
Title: Member

STATE OF OR)
) ss.
County of CRUOK)

The foregoing instrument was acknowledged before me on this 8th day of April 2009, by Stuart Sheik, the Member of Keystone Partners, LLC, an Oregon limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public for Oregon
My Commission Expires: Oct 21, 2011



(Signatures Continued on Following Page)

ASSOCIATION:

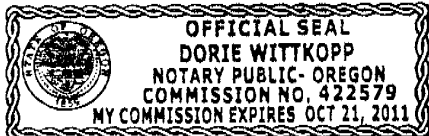
FRANKLIN CROSSING CONDOMINIUMS OWNERS' ASSOCIATION, an Oregon nonprofit corporation

By: [Signature]
Name: Joe Banks
Title: Chairperson

By: [Signature]
Name: STUART J. SHELL JR.
Title: Secretary

STATE OF Oregon)
) ss.
County of Crook)

The foregoing instrument was acknowledged before me on this 8th day of April 2009, by Stuart Shell, who is the Chairperson of Secretary Franklin Crossing Condominiums Owners' Association, an Oregon nonprofit corporation, on behalf of the nonprofit corporation.



[Signature]
Notary Public for Oregon
My Commission Expires: Oct 21, 2011

STATE OF Oregon)
) ss.
County of Crook)

The foregoing instrument was acknowledged before me on this 8th day of April 2009, by Joe Bankofier, who is the Secretary of Chairperson Franklin Crossing Condominiums Owners' Association, an Oregon nonprofit corporation, on behalf of the nonprofit corporation.



[Signature]
Notary Public for Oregon
My Commission Expires: Oct 21, 2011

The foregoing Amendment is approved pursuant to ORS 100.110 this 7th day of June 2009, and in accordance with ORS 100.110(7), this approval shall automatically expire if this Amendment is not recorded within two (2) years from this date.

GENE BENTLEY
Oregon Real Estate Commissioner

By: Laurie Skelman
Name: LAURIE SKELMAN
Title: Land Development Manager

Scott Huffman, by [Signature]
County Assessor