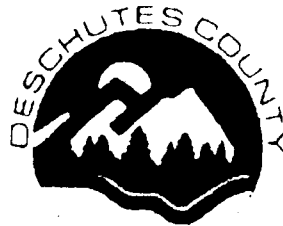




DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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173912-14
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Fremont Crossing Company, LLC
4632 S.W. Vermont Street
Portland, OR 97219

FIRST AMENDMENT TO BYLAWS OF
FREMONT CROSSING OWNERS ASSOCIATION, INC.

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This First Amendment to the Bylaws of Fremont Crossing Owners Association, Inc. adopted this 12th day of July, 2004, by the Fremont Crossing Owners Association, Inc., an Oregon nonprofit corporation ("Association") is as follows:

RECITALS

A. Fremont Crossing Company, LLC, is the Declarant under the Declaration of Covenants, Conditions and Restrictions for Fremont Crossing recorded in the Records of Deschutes County, Oregon as Document No. 2004-07306 (the "Declaration"). The Declarant adopted the initial Bylaws of the Association (the "Bylaws") on February 10, 2004 and recorded the Bylaws on February 19, 2004 in the Records of Deschutes County, Oregon as Document No. 2004-08608.

B. Pursuant to Article 10 of its terms, the Bylaws may be amended by a majority of the total votes of the Association either by affirmative vote at a membership meeting or by written consent, together with the written consent of the "Class B member," if any, as defined in the Declaration. The "Class B member" as defined in the Declaration is the Declarant.

C. A majority of the total votes of the Association by written consent and the Class B member have approved the amendment to the Bylaws set forth herein.

NOW, THEREFORE, the Association hereby adopts the following First Amendment to the Bylaws.

AMENDMENT

1. Article 8, Section 8.3 of the Bylaws is hereby amended by deleting Section 8.3 in its entirety and by substituting therefor the following Section 8.3:

"8.3 **Insurance by Lot Owners**. Each Owner shall be responsible for obtaining, at his or her own expense, homeowner's insurance covering the Improvements and personal property on the Owner's Lot to the extent not covered by the Association policy, and liability resulting from use or ownership of the Lot, unless the Association agrees otherwise. The Association's responsibility for insurance on the physical structure of the Living Unit ends at the undecorated surface of the Living Unit perimeter walls, the undecorated surface of the floors and the plane of the inside of the interior window pane. The insurance coverage maintained by the Association shall not be brought into contribution with the insurance obtained under this section by the Owners."

2. Except as modified by this First Amendment, the Bylaws and each of its provisions shall remain in full force and effect without change.

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

IN WITNESS WHEREOF, this First Amendment to the Bylaws has been adopted as provided above, effective the date first above written.

CERTIFICATE OF SECRETARY

I, the undersigned, the duly elected and acting Secretary of Fremont Crossing Owners Association, Inc., an Oregon nonprofit corporation, do hereby certify:

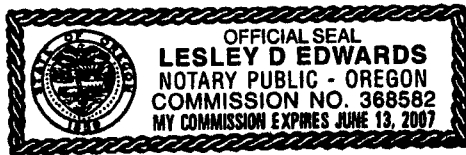
That the within and foregoing First Amendment to Bylaws was duly adopted on the 12th day of July, 2004, and that the same does now constitute the First Amendment to the Bylaws of said corporation.

IN WITNESS WHEREOF, I have hereunto set my name this 12th day of July, 2004.

Karen L. Smith
Secretary of the Association

STATE OF OREGON)
)ss.
County of Deschutes)

This instrument was acknowledged before me this 12th day of July, 2004 by Karen L. Smith, as Secretary of Fremont Crossing Owners Association, Inc., an Oregon nonprofit corporation, on its behalf.



Lesley D. Edwards
Notary Public for Oregon
My commission expires 6/13/2007