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This AMENDMENT TO AGREEMENT AND COVENANT TO SHARE COSTS (this "Amendment") is made as of the 17th day of July, 1995, among BROKEN TOP LIMITED PARTNERSHIP, an Oregon limited partnership ("Declarant"); BROKEN TOP COMMUNITY ASSOCIATION, INC., an Oregon nonprofit mutual benefit corporation (the "Association"); and CASCADE HIGHLANDS LIMITED PARTNERSHIP, an Oregon limited partnership ("Cascade").

Recitals:

A. Declarant and the Association recorded that certain Agreement and Covenant to Share Costs, dated as of October 29, 1992 in the official records of Deschutes County, Oregon, on November 23, 1993 at Volume 320, Page 764 (the "Original Agreement"). Capitalized terms used in this Amendment and not otherwise defined shall have the meanings given in the Original Agreement.

B. Under Section 4(c) of the Original Agreement, the Original Agreement may be amended with the written consent of the Association, the owners of Adjacent Tracts having the majority of the number of parking spaces within all Adjacent Tracts, and, under certain conditions, Declarant. Declarant and Cascade are the owners of the Adjacent Tracts and, together with the Association, desire to amend the Original Agreement on the terms and conditions set forth herein.

Agreements:

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, the Association, and Cascade hereby agree as follows:

1. Responsibility for Assessments. The following sentence shall be added at the end of Section 3(a) of the Original Agreement:

"Notwithstanding the foregoing and any other provision of this Agreement, following the annexation of any Adjacent Tracts in accordance with the terms of the Residential Declaration, the Adjacent Owners shall have no obligation to pay assessments to the Association under this Agreement with respect to the property so annexed. The property so annexed shall then be subject to the terms and provisions of the Residential Declaration."

2. Authority Under Residential Declaration. Nothing in this Amendment shall limit or otherwise restrict the authority of the Association to assess owners of Residential Property in accordance with the terms of the Residential Declaration.

3. Effect on Original Agreement. Except as expressly set forth in this Amendment, the Original Agreement remains unamended and in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Original Agreement, this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Agreement and Covenant to Share Costs as of the date first above written.

Declarant:

BROKEN TOP LIMITED PARTNERSHIP,
an Oregon limited partnership

By: Broken Top, Inc., an Oregon
corporation, General Partner

By: [Signature]
Title: General Manager

The Association:

BROKEN TOP COMMUNITY ASSOCIATION, INC.,
an Oregon corporation

By: [Signature]
Title: General Manager

Cascade:

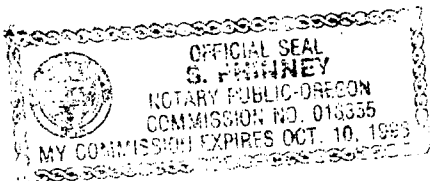
CASCADE HIGHLANDS LIMITED PARTNERSHIP,
an Oregon limited partnership

By: Broken Top, Inc., an Oregon
corporation, General Partner

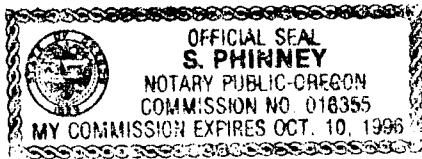
By: [Signature]
Title: General Manager

STATE OF OREGON)
) ss.
County of Deschutes

The foregoing instrument was acknowledged before me on this 17th day of July, 1995 by John Stephen J. * Robertson, who is the General Manager of Broken Top, Inc., the General Partner
*Robertson



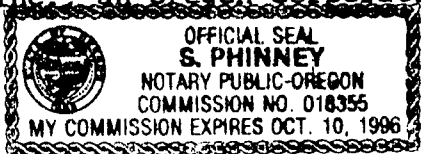
of Broken Top Limited Partnership, an Oregon limited partnership,
on behalf of the limited partnership.



[Signature]
Notary Public for Oregon
My Commission Expires: 10-10-96

STATE OF OREGON)
County of Deschutes) ss.

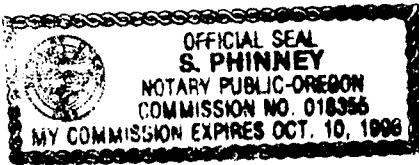
The foregoing instrument was acknowledged before me on
this 17th day of July, 1995 by Stephen J. Robertson, who is
the General Mgr of Broken Top Community Association,
Inc., an Oregon corporation, on behalf of the corporation.



[Signature]
Notary Public for Oregon
My Commission Expires: 10-10-96

STATE OF OREGON)
County of Deschutes) ss.

The foregoing instrument was acknowledged before me on
this 17th day of July, 1995 by Stephen J. Robertson, who is
the General Mgr of Broken Top, Inc., General Partner of
Cascade Highlands Limited Partnership, an Oregon limited
partnership, on behalf of the limited partnership.



[Signature]
Notary Public for Oregon
My Commission Expires: 10-10-96

STATE OF OREGON)
COUNTY OF DESCHUTES)

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

95 JUL 17 PM 4:06

MARY SUE PENHOLLOW
COUNTY CLERK

BY: [Signature] DEPUTY
NO. 95-24959 FEE 150

DESCHUTES COUNTY OFFICIAL RECORDS