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# Deschutes County Clerk

## Certificate Page



If this instrument is being re-recorded, please complete the following statement, in accordance with ORS 205.244:

Re-recorded to correct [give reason] \_\_\_\_\_  
previously recorded in Book \_\_\_\_\_ and Page \_\_\_\_\_,  
or as Fee Number \_\_\_\_\_.



00695435200900443190040046

10/16/2009 01:53:16 PM

D-CCR Cnt=1 Stn=1 BN  
\$20.00 \$11.00 \$16.00 \$10.00 \$6.00

When Recorded Return to:

Oregon Housing and Community Services  
725 Summer Street NE, Suite B  
Salem, OR 97301-1266  
Attn: Shelly Cullin, Senior Loan Officer

This document is being re-recorded to correct the legal description in that document recorded 10/16/09 as Document No. 2009-44319, Deschutes County Records.

Recorded by Western Title as an accommodation only. No liability accepted for condition of title or validity, sufficiency or affect of document. 13131

AMENDMENT TO

Manufactured Dwelling Park Grant Agreement.

THIS AMENDMENT TO MANUFACTURED DWELLING PARK GRANT AGREEMENT is dated as of OCTOBER 14, 2009 and is made to that certain Manufactured Dwelling Park Grant Agreement, Declaration of Restrictive Covenants and Equitable Servitudes dated as of OCTOBER 14, 2009 between GREEN PASTURES SENIOR COOPERATIVE, an Oregon nonprofit cooperative corporation ("Grantee"), and the STATE OF OREGON, acting by and through its HOUSING AND COMMUNITY SERVICES DEPARTMENT ("OHCS"), which Agreement was recorded 10/16/, 2009, as Document No. 2009-44319 Records of Deschutes County, Oregon (the "Grant Agreement"). The real property to which the Grant Agreement pertains is described on Exhibit A hereto. All capitalized or defined terms not defined herein shall have the same respective meanings as in the Grant Agreement.

The Grant Agreement is hereby amended as follows:

The following new Section 8 is hereby added:

8. Foreclosure.

Notwithstanding any other provisions of this Agreement, this Agreement and the covenants, reservations, conditions, and restrictions contained herein shall terminate on the date, if any, that the Project is acquired by the Network for Oregon Affordable Housing, its successors or assigns ("NOAH"), by foreclosure or deed in lieu of foreclosure. In the event NOAH acquires title to the Project through foreclosure or deed in lieu of foreclosure, neither NOAH nor any subsequent purchaser of the Project following such foreclosure or conveyance in

lieu of foreclosure shall be deemed a "successor" or "assign" of Grantee under the Agreement, and neither NOAH nor such subsequent purchaser shall have any obligation to repay the Grant to OHCS.

Agreed to as of the date first written above.

STATE OF OREGON, acting by and through its  
HOUSING AND COMMUNITY SERVICES  
DEPARTMENT

By: 

Name: David W. Summers

Title: Manager, Multifamily Housing Section

GREEN PASTURES SENIOR COOPERATIVE, an  
Oregon nonprofit cooperative

By: 

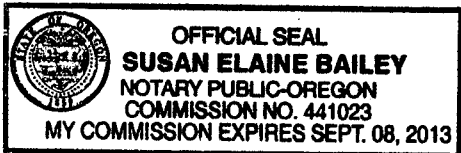
Al Eckerman, President

By: 

Richard Martin, Secretary

STATE OF OREGON )  
 )  
COUNTY OF Marion ) ss:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 2009 by David W Summers, as Multifamily Housing Manager behalf of the State of Oregon, acting by and through its Housing and Community Services Department.

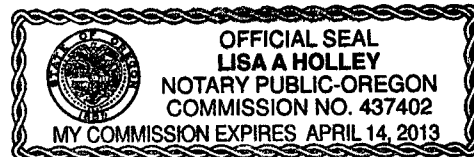


Susan Elaine Bailey  
Notary Public for Oregon  
My commission expires: 9/8/13

STATE OF OREGON )  
 )  
COUNTY OF Deschutes ) ss:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of Oct, 2009 by Al Eckerman, as president on behalf of Green Pastures Senior Cooperative, an Oregon cooperative.

Lisa A Holley  
Notary Public for Oregon  
My commission expires: 4-14-2013.



STATE OF OREGON )  
 )  
COUNTY OF Deschutes ) ss:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of Oct, 2009, by Richard Martin, as secretary on behalf of Green Pastures Senior Cooperative, an Oregon cooperative.

Lisa A Holley  
Notary Public for Oregon  
My commission expires: 4-14-2013

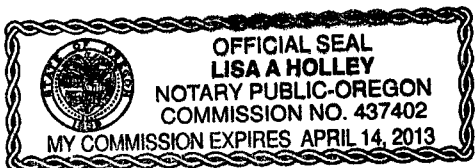


EXHIBIT A

Legal description Green Pastures Manufactured Home Park

A parcel of land situate in a portion of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 17, Township 15 South, Range 13 East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, more particularly described as follows:

Commencing at the South Quarter corner of Section 17, Township 15 South, Range 13 East of the Willamette Meridian; thence North  $88^{\circ}54'00''$  East along the South line of Section 17, 57.00 feet to the centerline of the Central Oregon Irrigation District's (C.O.I.D.) Lateral "C"; thence North  $08^{\circ}26'21''$  East for 25.35 feet to the true point of beginning; thence North  $08^{\circ}26'21''$  East for 584.62 feet; thence South  $86^{\circ}44'00''$  East for 339.44 feet; thence South  $04^{\circ}11'54''$  West for 125.97 feet; thence South  $67^{\circ}10'39''$  East for 104.65 feet; thence South  $67^{\circ}32'05''$  East for 232.32 feet; thence South  $83^{\circ}04'13''$  East for 317.06 feet; thence South  $01^{\circ}06'00''$  East for 245.65 feet; thence South  $88^{\circ}54'00''$  West for 1046.27 feet, to the true point of beginning.

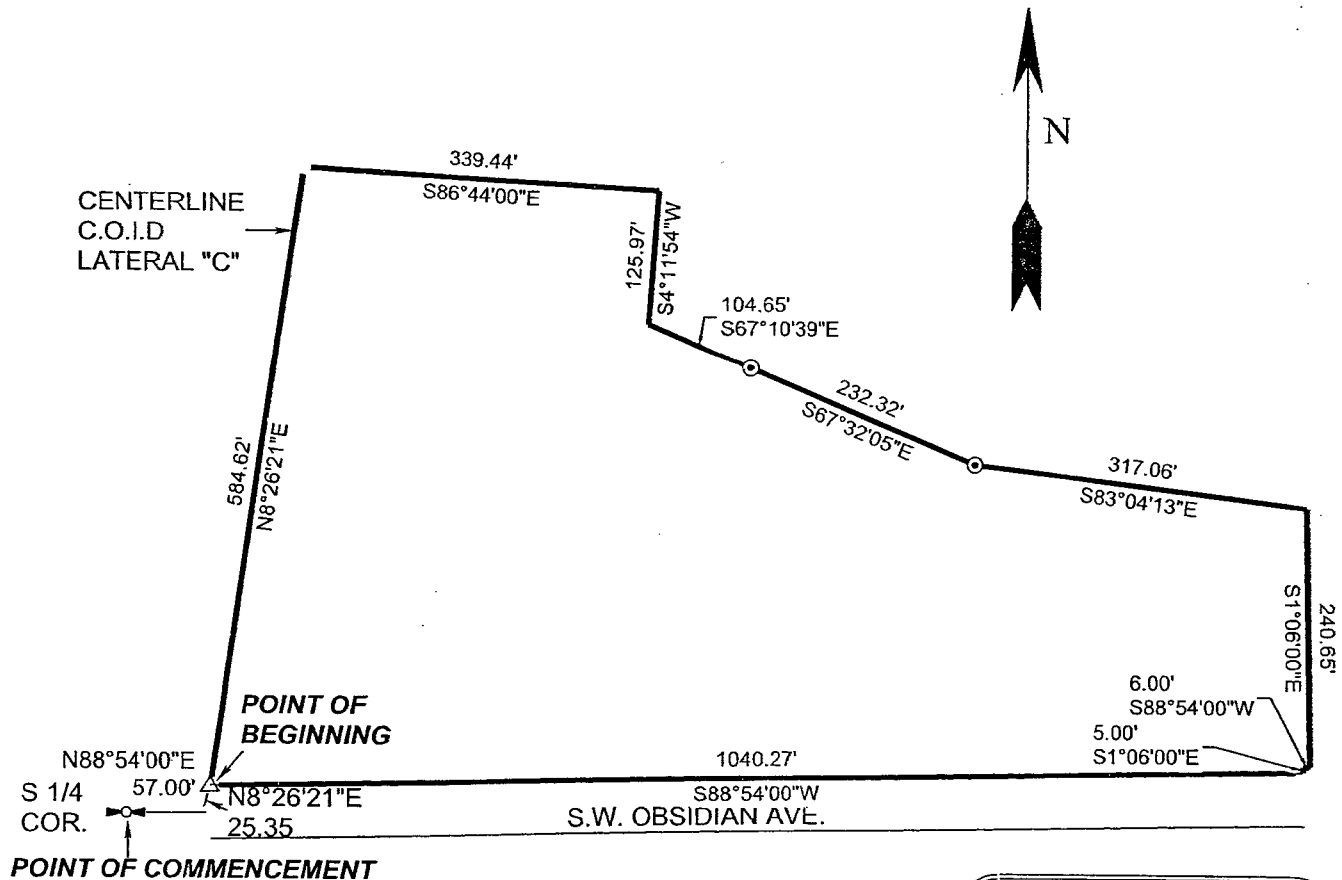
SEE  
ATTACHED

EXHIBIT A

PROPERTY DESCRIPTION ADJUSTED TAX LOT 3000  
MAP 15-13-17

A parcel of land situate in a portion of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section 17, Township 15 South, Range 13 East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, more particularly described as follows:

Commencing at the South Quarter corner of Section 17, Township 15 South, Range 13 East of the Willamette Meridian,; thence North 88°54'00" East along the South line of Section 17 57.00 feet to the centerline of the Central Oregon Irrigation District's (C.O.I.D.) Lateral "C"; thence North 08° 26' 21" East for 25.35 FT.. to the True Point of Beginning;  
thence North 08° 26' 21" East for 584.62 FT.; thence South 86° 44' 00" East for 339.44 FT.; thence South 04° 11' 54" West for 125.97 FT.; thence South 67° 10' 39" East for 104.65 FT.; thence South 67° 32' 05" East for 232.32 FT.; thence South 83° 04' 13" East for 317.06 FT.; thence South 01° 06' 00" East for 240.65 FT.; thence South 88° 54' 00" West for 6.00 FT.; thence South 01° 06' 00" East for 5.00 FT.; thence South 88° 54' 00" West for 1040.27 FT., to the True Point of Beginning, the Area being 9.351 Acres



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Glenn Eastman*

OREGON  
JANUARY 19 1993  
GLENN J EASTMAN  
2575

RENEWAL DATE: 12/31/09