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\$15.00 \$11.00 \$10.00 \$5.00

AFTER RECORDING RETURN TO:

Bateman/Seidel  
888 SW Fifth Street, Suite 1250  
Portland, OR 97204  
Attention: Randall B. Bateman Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT CONCERNING AND AMENDMENT TO BYLAWS OF  
MILL QUARTER MAINTENANCE, INC.**

THIS AGREEMENT CONCERNING AND AMENDMENT TO BYLAWS OF MILL QUARTER MAINTENANCE, INC. ("Agreement") is made and entered into effective March \_\_, 2007, by and among MILL QUARTER MAINTENANCE, INC., an Oregon corporation (the "Association"), MILL QUARTER PROPERTIES, INC., an Oregon corporation ("MQP"), B.R.C., L.L.C., an Oregon limited liability company ("BRC"), and B.R.C.2, L.L.C., an Oregon limited liability company ("BRC2").

**RECITALS**

A. On March 9, 2007, the parties to this Agreement caused the Bylaws of Mill Quarter Maintenance, Inc. ("Bylaws") to be recorded in Deschutes County, at Recording No. 2007-14378. Terms using initial capital letters in this Agreement that are not otherwise defined shall have the meanings given to them in the Bylaws.

B. MQP, BRC and BRC2 are the owners of the properties that are the subject of the Bylaws as legally described in Exhibit B of the Bylaws.

C. The parties to this Agreement desire to affirm their agreement that their respective properties are subject to the terms of the Bylaws and the maintenance obligations set forth in the Bylaws and amend certain provisions as provided herein.

NOW, THEREFORE, based upon the foregoing Recitals and the mutual covenants hereinafter set forth, the parties agree as follows:

**AGREEMENT**

1. **Ownership.** MQP, BRC and BRC2 hereby agree that they and their successors in ownership shall be Members in the Association and shall be bound by the terms and provisions of the Bylaws.

Recorded by Western Title as an accommodation only. No liability accepted for condition of title or validity, sufficiency or affect of document. 15-0100006

2. **Access and Maintenance Agreement.** Subsection 4.21 of the Declaration provides for the formation of the Association and for the participation in the Association by MQP, BRC and BRC2. The Bylaws implement and update subsection 4.21 of the Declaration. Even though Recital A of the Bylaws references the Declaration, it is the intent and agreement of the parties that the Bond Street Property (as described in Exhibit B of the Bylaws) not be bound by the terms of the Declaration other than (a) the definitions under Article 1, and (b) subsection 4.21 as it is implemented and updated by the Bylaws. The obligations of the Bond Street Property owner under subsection 4.21 of the Declaration as it is implemented and updated by the Bylaws are limited to its proportionate share of the cost of maintaining the Privately Maintained Public Improvements as described in such subsection. The parties expressly agree and acknowledge that the Declaration shall not be deemed to be an encumbrance upon the title of the Bond Street Property and that any purchaser of the Bond Street Property or any title insurance company insuring title to the Bond Street Property may exclude the Declaration as an encumbrance on the title of the Bond Street Property.


3. **Modifications to Bond Street Property Owner's Membership Interest.** Notwithstanding the provisions of Section 8 of the Bylaws, in no event shall the Bond Street Property owner's membership interest be modified, changed or adjusted without the prior written consent of the Bond Street Property owner.

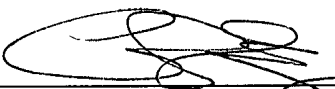
4. **Election of Directors.** Section 4.6 of the Bylaws is hereby amended to provide that, notwithstanding the election provisions of Section 4.6, the Bond Street Property owner shall have the option, in lieu of voting for Directors, to appoint one (1) Director, who may only be removed by the Bond Street Property owner or for cause; provided, however, the Bond Street Property owner shall only be entitled to exercise such right of appointment at such time(s) as an election for a Director is held. The foregoing provision may not be amended without the prior written consent of the Bond Street Property owner.

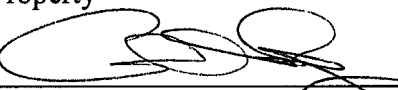
5. **Capital Contributions.** Section 6.1 of the Bylaws is hereby amended to provide that any capital contribution required by the Board for obligations other than the repair and maintenance of the Privately Maintained Public Improvements, which maintenance shall include but not be limited to the purchase and installation of annual plantings and replacement of dead and ailing plantings, shall require consent of at least 75% of the Members. The foregoing provision may not be amended without the prior written consent of the Bond Street Property owner.

6. **Clarification.** Except as clarified and amended herein, the Bylaws shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement with the intent that it be effective as of the date set forth above.

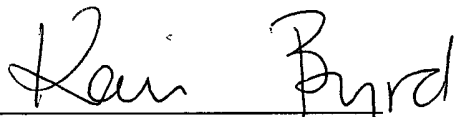
  
\_\_\_\_\_  
Aaron D. Lafky, in his capacity as the President of Mill Quarter Properties, Inc., as the owners of the Phase I Property and the Phase II Property

  
\_\_\_\_\_  
Aaron D. Lafky, in his capacity as a Member of B.R.C.2, L.L.C. as the owner of the Phase III Property

  
\_\_\_\_\_  
Aaron D. Lafky, in his capacity as a Member of B.R.C., L.L.C. as the owner of the Bond Street Property

STATE OF OREGON            )  
  ) ss.  
County of Deschutes        )

This instrument was acknowledged before me on March 29, 2007, by Aaron D. Lafky as (1) the President of Mill Quarter Properties, Inc., an Oregon corporation, (2) a Member of B.R.C., L.L.C., an Oregon limited liability company, and (3) B.R.C.2, L.L.C., an Oregon limited liability company, on behalf of the companies.

  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 5/25/08

