

FIRST AMENDMENT TO DECLARATION

Vernon C. Palmer, Inc., an Oregon Corporation (the "Declarant") hereby amends the Declaration of Covenants, Conditions and Restrictions for Lewis and Clark Townhomes recorded on March 11, 2004 at Volume 2004 page 13336, Deschutes County Official Records ("the Declaration"), pertaining to the real property described on the attached Exhibit "A", as follows:

WHEREAS, the following portions of the Covenants, Conditions and Restrictions, recorded in Deschutes County, number 2004-13336, address the exterior maintenance of building exteriors, landscaped areas, and easements for maintenance and homeowners association access as follows:

3.9 Special Duties of the Association. Without limiting the generality of the general powers and duties of the Association set forth in Section 3, the Association shall have the power and obligation to conduct and perform the following duties, the costs of which shall be borne as provided in Article 4.

3.9.1 Maintenance of Building Exteriors and Landscaped Areas.

(b) By the Association. The Association shall be responsible for maintenance of the exteriors of all Building Structures; maintenance and repair of all Landscaped Areas, excluding the area within the fenced yards; and maintenance of the fences. Maintenance of the exteriors of Building Structures shall include the painting, staining, restaining, repairing, and replacing of all exterior surfaces, including roofs (but excluding the repair and replacing of exterior doors); painting or staining of exterior window casements, sashes, frames; maintaining, repairing and replacing exterior lighting fixtures, the exterior portions of chimneys, rain gutters, down spouts, and sprinkler timing devices. The Association shall also be responsible for snow removal of walkways and driveways. Maintenance of the Landscaped Areas shall include, among other things, maintaining, repairing, and replacing grass, sod, trees, shrubs, and bushes in a neat, clean and attractive condition, as well as the maintenance and repair of all underground sprinkler systems to the extent damaged by an act or omission of the Association or its agents or employees. Maintenance of the fences shall include staining of the fencing and repair to the extent damaged by events or others than the Owners. The decision as to the nature and extent of maintenance that is required for a particular Building Structure and the timing of such maintenance shall be solely within the discretion of the Board.

(b) By the Owners. The maintenance responsibilities described in Section 3.9.1(a) specifically do not include the following duties, which are the sole responsibility of the Owners of the Building Lots: repairing, replacing, restoring or cleaning of: glass; exterior items of hardware not specifically described in Section 3.9.1(a) (including replacing and repairing exterior doors); exterior window casements, sashes and frames (other than painting and staining of the same); window screens; walkways and driveways; electrical and mechanical doorbells and knockers; and air conditioning and heating equipment and devices. The Owners of Building Lots shall also be responsible for maintaining, repairing, and replacing the interiors of their respective dwelling units within the Building Structures, including without limitation, maintaining, repairing, and replacing electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances (whether built-in or free-standing), air conditioning, heating, sewage disposal, and interior fire protection systems and all amenities and hardware located within the interiors of the Building Structures. The Owners of the Building Lots are also responsible for any necessary repairs or replacements of the underground sprinkler systems on such Owner's Building Lot except to the extent such repairs or replacements are necessary due to an act or omission of the Association or its agents or employees. The maintenance of the landscaping and underground sprinkler systems within the interior of the fenced yards is the sole responsibility of the Owners of the Building Lots.

Return to:
Vernon C. Palmer, Inc.
PO Box 184
Bend OR 97709

Page 1 of 4

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2004-33330



\$46.00

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06/07/2004 02:24:59 PM

D-CCR Cnt=1 Stn=23 TRACY
\$20.00 \$11.00 \$10.00 \$5.00

6. PROPERTY RIGHTS AND EASEMENTS

6.1 Owners' Use and Occupancy. Except as otherwise expressly provided in this Declaration or in the plat in which any Building Lot was platted or partitioned, the Owner of a Building Lot shall be entitled to the exclusive use and benefit of such Building Lot. Declarant, the NorthWest Crossing Architectural Review Committee and any representative of the Association authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Building Lot for the purpose of determining whether or not the use of an/or Improvements on such Building Lot are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass, conversion, or otherwise create any right of action in the Owner of such Building Lot. Declarant or the Association may grant or assign easements over or with respect to any Building Lot to municipalities or other utilities performing utility services and to communication companies.

6.2 Utility and Other Municipal Easements. Declarant or the Association may (and, to the extent required by law, shall) grant or assign easements to municipalities or other utilities performing utility services and to communication companies, and the Association may grant free access thereon to police, fire and other public officials and to employees of utility companies and communications serving the Property.

6.6 Encroachments. If an encroachment results from construction, reconstruction, repair, shifting, settlement or movement of any portion of the Property, an easement for the encroachment shall exist to the extent that any Building Lot encroaches on any other Building Lot. An easement shall continue for the purpose of maintaining the encroachment so long as the encroachment exists. Nothing in this Section 6.6 shall relieve an Owner of liability in case of an Owner's willful misconduct or shall relieve Declarant or any other person of liability for failure to adhere to any plat of any portion of the Property.

6.7 Maintenance Easement. As easement is hereby reserved in favor of the Association and its successors, assigns, contactors, agents and employees over and across each Building Lot and the Landscaped Areas, for purposes of accomplishing the maintenance, repair, and replacement of the exteriors of Building Structures, landscaping and fences and any other Improvements located upon the Landscaped Areas.

It is therefore declared as follows:

1. Structural elements identified or necessary for lateral stability, including but not limited to horizontal and vertical strapping, foundation tie downs and plywood sheathing, shall not be altered without the analysis and approval of a structural engineer registered in the State of Oregon and by permit from the City of Bend.
2. The above maintenance agreement may be amended at any time by both of the owners of the said Lots provided the same is done in accordance with the Lewis and Clark Townhomes CCR's and Bylaws and in accordance with NorthWest Crossing Master CCR's with the exception of the requirement to maintain those elements required by the state building code in #1 above.
3. The parties shall hold harmless, defend and indemnify the City of Bend and the City of Bend's officers, agents and employees against all claims, demands, actions and suits, including attorney's fees and costs brought against any of them arising out of the failure to properly design, locate, construct, repair or maintain the Lewis and Clark Townhomes.
4. In exchange for their promises under this agreement, the parties acknowledge that this agreement is executed in part to comply with the applicable state specialty code.

IN WITNESS WHEREOF, the undersigned, as Declarant, certifies that the foregoing amendment has been adopted by the Declarant pursuant to the Declarant's right to amend the Declaration reserved under 9.2 of the Declaration.

Executed this 7th day of June, 2004.

"Declarant"

VERNON C. PALMER, INC., an Oregon Corporation

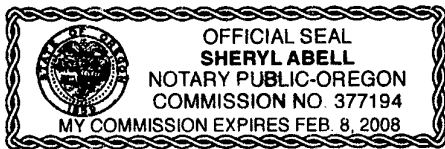
By: Vernon C. Palmer
Vernon C. Palmer

Date: 6/7/04

STATE OF OREGON)

COUNTY OF DESCHUTES)

The above named Vernon C. Palmer, personally appeared before me and acknowledged the execution of the foregoing instrument to be his free and voluntary act.



Sheryl Abell

Notary Public for State of Oregon

My Commission expires: 2-8-08

ACKNOWLEDGED AND CONSENTED TO:

WEST BEND PROPERTY COMPANY LLC, an Oregon limited partnership

By: David E. Ford
David E. Ford

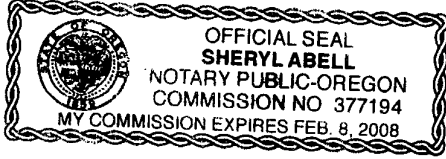
Date: 6-4-04

STATE OF OREGON)

COUNTY OF DESCHUTES)

The above named David E. Ford personally appeared before me and acknowledged the execution

of the foregoing instrument to be his free and voluntary act.



Sheryl Abell

Notary Public for State of Oregon

My Commission expires: 2-8-08