

AMENDMENT TO

Declaration of Covenants, Conditions and Restrictions for Pinebrook (LOTS), Phases I, II and III.

Pinebrook Associates hereby amends its Declaration of Covenants, Conditions and Restrictions for Pinebrook (LOTS) Phases I, II and III as follows:

Section 8. formerly:

Lot Division. No lot shall be divided without the written consent of the Declarant or its heirs and assigns.

Section 8. amended:

Lot Division. No lot shall be divided.

Section 18.2 formerly:

For the use, construction development and maintenance of paths and trails, The Declarant, and The Association, their respective successors and assigns, reserve an easement and right of way over and upon each lot in Pinebrook 5 feet of even width along those boundaries of each lot which are not adjacent to a public road.

Section 18.2 amended:

Delete the entire section.

Section 19. formerly:

Section 19. Assessment. Each lot or parcel of land in Pinebrook excepting common areas shall be subject to its prorate share of the necessary costs and expenses incurred in providing labor, material or insurance for the operation or maintenance of roads, paths, bicycle paths, access easements, common recreational facilities and other common areas. Each lot, tract or parcel of land benefitted by these expenses shall be subject to a lien in favor of The Declarant or The Association for the collection of these expenses and this lien shall be of the same kind and may be enforced as provided in ORS Chapter 91 in the Oregon Unit Ownership Law. See the Declaration of Covenants, Conditions, and Restrictions (COMMON AREA) for additional restrictions relating to the common area. See Section 23.

Section 19.

amended:

Delete the words, "paths, bicycle paths", "The Declarant or"; otherwise the section is unchanged.

Section 28.

formerly:

Section 28. Applicability to Declarant. Covenants 7, 8, 10, 11, 12, 13, 14, 15, 16, 17 and 19 shall not be applicable to the Declarant during the construction and sales period. The Declarant shall have the right to assign one or all of their rights under this covenant to another builder or developer, provided that the Declarant develops the tract in accordance with the plan as platted.

Section 28.

amended:

Section 28. Applicability of Declarant. The provisions of this Declaration shall apply to the Declarant so long as it has lots unsold.

PINEBROOK ASSOCIATES, a Partnership

Margaret G. Symons
Margaret G. Symons, Partner

Arthur H. Ferenz by Margaret G. Symons
Arthur H. Ferenz, Partner by Margaret G. Symons, his attorney in fact

Arleen G. Ferenz by Margaret G. Symons
Arleen G. Ferenz, Partner, by Margaret G. Symons, her attorney in fact

James H. Douglas by Margaret G. Symons
James H. Douglas, Partner, by Margaret G. Symons, his attorney in fact

STATE OF OREGON)
) ss. August 1, 1978.
County of Deschutes)

Personally appeared the above named Margaret G. Symons and acknowledged the foregoing instrument to be her voluntary act. Before me:

Gutchen A. Kelt
Notary Public for Oregon
My commission expires: 9-1-79



STATE OF OREGON)
) ss. August 1, 1978.
County of Deschutes)

Personally appeared Margaret G. Symons, who being duly sworn, did say that she is the attorney in fact for Arthur Ferenz, Arleen Ferenz and James H. Douglas and that she executed the foregoing instrument by authority and in behalf of said principals; and she acknowledged said instrument to be the act and deed of said Principals. Before me:

Gutchen A. Kelt
Notary Public for Oregon
My commission expires: 9-1-79



3267
STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 2 day of Aug A.D. 1978 at 8 o'clock A M. and recorded in Book 279 on Page 549 Records of Kelso

ROSEMARY PATTERSON
County Clerk
By Sue Hocher Deputy