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AFTER RECORDING, RETURN TO:

Stonegate Owners Association c/o Crystal Lake Property Management LLC 63088 NE 18th Street, Suite 101
Bend OR 97701

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SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR STONEGATE

THIS SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR STONEGATE is made this _____ day of ______ 2007 by STONEGATE OWNERS ASSOCIATION (the "Association").

RECITALS

- A. The Declaration of Protective Covenants, Conditions, Restrictions and Easements for Stonegate was recorded March 16, 2006, in the records of Deschutes County, Oregon as Document 2006-18097, and amended with the First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements for Stonegate on recorded March 5, 2007, in the records of Deschutes County, Oregon as Document 2007-13327 (the "Declaration").
- B. The Owners desire to modify the Association responsibilities and insurance requirements for Townhome Living Units in Article 5.5 of the Declaration.
- C. In accordance with Article 14.2 of the Declaration, by affirmative vote or written consent of Owners holding not less than seventy five percent (75%) of the Association, together with the written consent of the Class B member, the Owners wish to amend the Declaration.

AMENDMENTS

- 1. Article 5.5 of the Declaration shall be modified to read as follows:
 - 5.5 Townhome Living Units.

Recorded by AmeriTitle as an accommodation only. No liability is accepted for the condition of title or for the validity, sufficiency, or effect of this document.

- (i) Insurance. Each Owner shall be responsible for obtaining, at his or her own expense, homeowner's insurance covering the improvements on the Owner's Lot and liability resulting from use or ownership of the Lot, unless the Association agrees otherwise.
- (j) Destruction of Living Unit. If one or more of the Townhome Living Units are damaged, destroyed, or partially condemned, it shall be the responsibility of the Owners to rebuild and restore the Building or Buildings so damaged, destroyed, or partially condemned so that the same will be returned to substantially the same condition in which the Building or Buildings existed prior to such damage, destruction, or partial condemnation. Each Living Unit shall have substantially the same vertical and horizontal boundaries as before.

STONEGATE OWNERS ASSOCIATION

Cory Bittner, President

CERTIFICATION

The undersigned President of Stonegate Owners Association hereby certifies that the within Second Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements for Stonegate has been approved and adopted in accordance with Section 14.2 of the Declaration.

Cory Bittner, President

STATE OF OREGON

) ss.

County of Deschutes

The foregoing was acknowledged before me this 5^{th} day of April2007, by Cory Bittner as President of the Stonegate Owners Association.

OFFICIAL SEAL WANDA A STEVENS NOTARY PUBLIC-OREGON COMMISSION NO. 405324 MY COMMISSION EXPIRES APRIL 24, 2010 Notary Public for Oregon

My Commission Expires: Upril 24, 2010