

SUPPLEMENTAL AGREEMENT

AS A CONSIDERATION for JACK C. LEWIS and CLARA B. LEWIS, husband and wife, DAHL C. BURNHAM and MILDRED C. BURNHAM, husband and wife, PARKER M. HOLT and HARRY D. HOLT, all hereinafter collectively referred to as "Grantees", entering into an agreement with MAMMOTH LAKES CORPORATION, an Oregon corporation, as "Grantor", dated January 5, 1982 ("Agreement"), by which Grantor conveyed to Grantees and their heirs, successors and assigns, an easement for vehicular and pedestrian ingress and egress on, over and across the real property therein described known as SUNRISE VILLAGE, a Planned Residential Community, Bend, Oregon, and to be read as a part thereof, and in order to eliminate ambiguity as to the nature and extent of the liability, if any, of Grantees under said Agreement with respect to the installation and keeping locked of a gate (paragraph 7), and with respect to Grantees' participation in road maintenance (paragraph 8), MAMMOTH LAKES CORPORATION has and does hereby unilaterally agree that:

1. Any and all obligations of the individual Grantees for installing a gate and keeping it locked as set forth under paragraph 7 of said Agreement and for Grantees' participation in road maintenance as set forth in paragraph 8 of said Agreement are incident to the respective parcel or parcels of real property described in Exhibit "B" of said Agreement now owned by each Grantee individually. It is and

was the intent of Grantor that the obligations as to the gate and the road maintenance with respect to each particular parcel of land described in Exhibit "B" of said Agreement shall be a covenant running with that particular parcel of land.

2. It is also Grantor's intent that the conveyance of easements, as limited in said Agreement, for vehicular and pedestrian ingress and egress in, over and across the real property described in Exhibit "A" of said Agreement shall inure to the benefit of and run with the respective parcels of land described in said Exhibit "B" and also with those parcels of land described in Exhibit "C" of said Agreement to which easements are hereafter assigned by Grantees pursuant to paragraph 3(b) of said Agreement.

3. In order to clarify said paragraph 8 as it relates to the paying of assessments by Grantees, it was and is the intent of Grantor that the first sentence of paragraph 8, reading as follows:

Grantees agree to participate in road maintenance caused and incurred by Sunrise Village Homeowners Association and agree to participate on the basis of paying one-sixth of the regular monthly assessments imposed by the Sunrise Village Homeowners Association with said amount to be due and payable as set forth by the terms of the plan of Sunrise Village.

means that for each month the owner or owners of a parcel of land to which an easement for ingress and egress has attached are obligated to participate in road maintenance under Paragraph 8 of the Agreement, the amount such owner or owners

of such parcel are to pay each month for the parcel so owned shall be equal to one-sixth (1/6) of the regular monthly assessment imposed or charged by Sunrise Village Homeowners Association against an owner of a lot improved by a single-family detached dwelling.

Executed this 26th day of March, 1982.

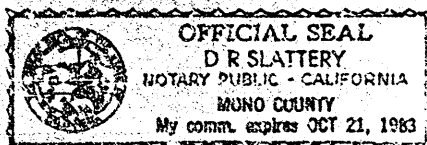
MAMMOTH LAKES CORPORATION
An Oregon Corporation

By G. Ross Mather
Its President

By Martin C. West
Its Secretary

CALIFORNIA)
STATE OF ~~OREGON~~)
Mono) SS.
County of ~~Deaneville~~)

The foregoing instrument was acknowledged before me this 26th day of March, 1982, by G. Ross Mather, President & Martin C. West, Secretary, of MAMMOTH LAKES CORPORATION.



D R Slattery
NOTARY PUBLIC FOR ~~OREGON~~ CALIFORNIA
My Commission Expires: 10-21-83

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STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 23 day of April A.D. 1982 at 9:15 o'clock A. M., and recorded in Book 356 on Page 118 Records of Oreida

ROSEMARY PATTERSON
County Clerk

By Rhonda Long Deputy