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I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



After Recording Return To:
Ball Janik LLP
101 SW Main Street, Suite 1100
Portland, OR 97204
Attn.: Susan Zimmerman

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTTAGES AT AUTUMN CREEK

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTTAGES AT AUTUMN CREEK (this "Amendment") is made and entered into effective as of this 14 day of June 2011 by Red Leaf Cottages, L.L.C., a Washington limited liability company ("Declarant"), The Cottages at Autumn Creek Homeowners Association, an Oregon nonprofit corporation (the "Association") and each of the undersigned Owners.

RECITALS

A. Declarant executed the Declaration of Covenants, Conditions and Restrictions for The Cottages at Autumn Creek dated as of December 24, 2010, which was recorded in the official records of Washington County, Oregon on December 29, 2010 as Document No. 2010-104907 (the "Declaration").

B. The Declaration benefits and burdens Lots 1 through 54, inclusive, of The Cottages at Autumn Creek, City of Hillsboro, Washington County, Oregon, as depicted on the plat thereof recorded in the official records of Washington County, Oregon on December 29, 2010 as Document No. 2010-104905 (each, a "Lot" and collectively, the "Lots").

C. Declarant and the undersigned Owners constitute all of the Owners of the Lots.

D. Declarant, the Association and the undersigned Owners desire to amend the Declaration to provide that the Association, and not the individual Owners of the Lots, shall have responsibility for the regular and routine maintenance, repair, upkeep and replacement of the roofs and certain other related components of the Homes and to provide for the levying and collection by the Association of a working capital contribution upon the initial sale of each Lot, all as more fully provided herein.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Roofing System. The following definition is added as Section 1.30 of the Declaration:

This instrument filed for recording with the County Clerk of Washington County, Oregon, on 06/21/2011 at 03:49:02 PM, is a Fidelity National Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

"1.30 'Roofing System' means the roof, roof flashings, roof overhangs, rain gutters and downspouts of each Home."

2. Association Maintenance Obligations. Section 11.1(c) of the Declaration is deleted in its entirety and replaced with the following: "All Association Landscaping and the Roofing System of each Home, except for the repair or replacement of any portion of a Roofing System or any Association Landscaping located on the Lots resulting from a casualty as described in Section 14.1, which shall be the responsibility of the Owner(s) of the affected Home(s) or Lot(s)."

3. Owner's Maintenance Obligations. The first sentence of Section 11.2 of the Declaration is deleted in its entirety and replaced with the following: "Unless otherwise required to be maintained by the Association in accordance with Section 11.1, each Owner shall maintain his or her Lot, and the Home and other Improvements located thereon, in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard of any kind."

4. Casualty. Section 14.1 of the Declaration is deleted in its entirety and replaced with the following:

"14.1 Casualty. In the case of fire or other casualty, the Owner of each Lot or Home damaged or destroyed by the fire or other casualty shall repair, reconstruct, restore and rebuild his or her Home and all landscaping and other Improvements located on his or her Lot to substantially the same condition that existed prior to the damage or destruction, subject to and in accordance with the terms and conditions contained in this Declaration and the Building Maintenance Agreement. In the case of fire or other casualty affecting the Common Areas, the Association shall repair and restore the damaged or destroyed portions of the Common Areas, unless the holders of at least 75% of the Class A Member voting power of the Association and the Class B Member, if any, agree that the damaged or destroyed portions of the Common Areas shall not be repaired or restored. If the proceeds of the insurance policies held by the Association are insufficient to fund the full cost of repair and/or restoration of the Common Areas, the difference between the amount of such proceeds and such cost shall be charged to all Owners by means of a Special Assessment. All repair, reconstruction, rebuilding, or restoration under this Section 14.1 shall begin within six (6) months following the damage or destruction and shall be diligently pursued to completion within twelve (12) months following the damage or destruction, unless work is delayed by causes beyond the reasonable control of the Owner or the Association, as the case may be."

5. Working Fund Assessment. Upon the initial sale of each Lot to an Owner other than Declarant, the purchaser of the Lot shall pay to the Association a working fund assessment equal to one-sixth of the annual Regular and Reserve Assessments then applicable to the Lot (the "Working Fund Assessments"). The Board may deposit the Working Fund Assessments either in the operating account or reserve account of the Association, at the discretion of the Board. The Working Fund Assessments shall be used by the Association in a manner that provides a direct benefit to the Owners, including without limitation, funding the maintenance, repair, upkeep and replacement of the Common Maintenance Areas and/or capital improvements or

upgrades to the Common Maintenance Areas. The Working Fund Assessments shall constitute an Assessment as that term is defined in the Declaration.

6. Defined Terms. Any capitalized term used in this Amendment and not otherwise defined herein shall have the meaning given to such term in the Declaration.

7. Approval. By execution of this Amendment, the President and Secretary of the Association hereby certify that this Amendment has been approved in accordance with the Declaration and ORS 94.590 and may be executed and recorded as set forth in ORS 94.590.

8. Effect of Amendment. To the extent any provision of the Declaration conflicts with or is in any way inconsistent with this Amendment, the Declaration shall be deemed to conform to the terms and provisions of this Amendment. Except as specifically set forth herein, the Declaration is unmodified and remains in full force and effect.

*(Remainder of Page Intentionally Left Blank;
Signatures on Following Pages)*

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date set forth above.

ASSOCIATION:

THE COTTAGES AT AUTUMN CREEK
HOMEOWNERS ASSOCIATION, an
Oregon nonprofit corporation

By: Sandy Kohl
Sandy Kohl, President

By: John Bradley
John Bradley, Secretary

STATE OF OREGON)
County of Washington) ss.

The foregoing instrument was acknowledged before me on this 14 day of JUNE 2011, by Sandy Kohl and John Bradley, who are the President and Secretary, respectively, of The Cottages at Autumn Creek Homeowners Association, an Oregon nonprofit corporation, on behalf of the nonprofit corporation.

Toni M Stanhope
Notary Public for OREGON
My Commission Expires: OCTOBER 03, 2013



