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



After Recording Return To:
Mike Barnes
Building Department
City of Hillsboro
150 E. Main Street, Fourth Floor
Hillsboro, OR 97123

FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND BUILDING MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND BUILDING MAINTENANCE AGREEMENT (this "Amendment") is made and entered into 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 Easements and Building Maintenance Agreement dated as of December 15, 2010, which was recorded in the official records of Washington County, Oregon on December 29, 2010 as Document No. 2010-104909 (the "Building Maintenance Agreement").

B. The Building Maintenance Agreement benefits and burdens Lots 1 through 54, inclusive, of The Cottages at Autumn Creek, City of Hillsboro, Washington County, Oregon, according to 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") and confirms certain maintenance and repair obligations with respect to the Building Structures constructed, or to be constructed, on the Lots.

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

D. The Lots are part of a planned community known as "The Cottages at Autumn Creek". The Association is responsible for the governance, management, administration, and operation of the planned community and for the maintenance of certain property located within the planned community as more fully described in the Declaration of Covenants, Conditions and Restrictions for The Cottages at Autumn Creek, which was recorded in the official records of Washington County, Oregon on December 29, 2010 as Document No. 2010-104907, as amended, (the "CC&Rs").

E. Declarant, the Association and the undersigned Owners desire to amend the Building Maintenance Agreement to provide that the Association shall be responsible for the regular and routine maintenance, repair, upkeep and replacement of the roofs and certain other related components of the Building Structures, as more fully provided herein.

This instrument filed for record with Fidelity National Title as an accomm. only. It has not been examined as to its execution or as to its effect upon the title.

AMENDMENT

NOW, THEREFORE, the Building Maintenance Agreement is amended as follows:

1. Maintenance and Repair of Roofing Systems.

1.1.1 **Association Responsibility.** Except as otherwise indicated in Section 1.1.2 below, the Association shall be responsible for the regular and routine maintenance, repair, upkeep and replacement of the roofs, roof flashings, roof overhangs, rain gutters and downspouts of the Building Structures (the "Roofing Systems"). The Association, and its contractors, agents and other designated representatives, shall have an easement over, upon and across the Lots and the exterior portion of all Building Structures in order to carry out and perform the foregoing maintenance, repair and replacement obligations. The Association shall not be required to provide the Owners with any notice or obtain the approval of any Owner prior to performing its maintenance, repair and replacement obligations with respect to the Roofing Systems, provided that the Association will endeavor to notify the affected Owners prior to any significant repairs or replacements. All costs incurred by the Association in performing the foregoing maintenance, repair and replacement obligations shall be a common expense of the Association and shall be assessed to the Owners by the Association in accordance with the CC&Rs.

1.1.2 **Owner Responsibility.** If any portion of a Roofing System is damaged or destroyed by fire or other casualty (a "Casualty Event"), then the Owners of the Homes within the affected Building Structure shall be jointly responsible for the repair or replacement of the Roofing System. The cost of replacing a roof damaged or destroyed by a Casualty Event shall be shared equally by the Owners of the Homes located within the affected Building Structure. The cost of any other repairs to a Roofing System damaged or destroyed by a Casualty Event shall be apportioned between the Owners of the affected Homes in proportion to the benefit to their Homes, provided that there shall be a presumption that all such repairs benefit the Homes equally. Notwithstanding the foregoing, an Owner shall bear the whole cost of replacement or repair of a Roofing System damaged or destroyed by a Casualty Event resulting from the negligent or willful act of the Owner, the Occupant of the Owner's Home, or any of their respective family members, invitees, and/or guests. Any repair or replacement of a Roofing System pursuant to this Section 1.1.2 shall be performed in accordance with and shall be subject to all of the terms and provisions of the Building Maintenance Agreement relating to the repair, maintenance and replacement of the Common Home Exteriors.

1.1.3 **City Approval.** This Section 1 shall not be amended, modified or revoked without the prior written consent of the City of Hillsboro, Oregon. The Association shall hold harmless, defend and indemnify the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers (collectively, "Indemnified Parties") against all claims, demands, actions and suits (including reasonable attorneys' fees and costs) brought against the Indemnified Parties arising out of the Association's failure to properly perform its maintenance, repair and replacement obligations with respect to the Roofing Systems. The foregoing indemnification is in addition to, and not in lieu of, the indemnification set forth in Section 11.1 of the Building Maintenance Agreement.

2. **Defined Terms.** Any capitalized term used in this Amendment and not otherwise defined herein shall have the meaning given to such term in the Building Maintenance Agreement.

3. **Effect of Amendment.** To the extent any provision of the Building Maintenance Agreement conflicts with or is in any way inconsistent with this Amendment, the Building Maintenance Agreement shall be deemed to conform to the terms and provisions of this Amendment. Except as specifically set forth herein, the Building Maintenance Agreement is unmodified and remains in full force and effect. Neither the Association nor any Owner of a Lot may withdraw from, modify or terminate the Building Maintenance Agreement, as amended by this Amendment, except with the prior written consent of the Association and all of the Owners of the Lots, and the written consent of the City of Hillsboro, if required pursuant to Section 1.1.3 of this Amendment or Section 11.1 of the Building Maintenance Agreement, as evidenced by a written instrument recorded in the official records of Washington County, Oregon.

*(Remainder of Page Intentionally Left Blank;
Signature Pages Follow)*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

DECLARANT: RED LEAF COTTAGES, L.L.C., a
Washington limited liability company

By: PNW HOME BUILDERS SOUTH, L.L.C., a
Washington limited liability company

Its: Manager

By: PNW HOME BUILDERS, L.L.C., a
Washington limited liability company

Its: Sole Member

By: PNW HOME BUILDERS GROUP,
INC., a Washington corporation

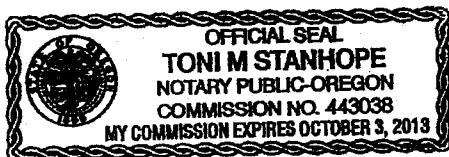
Its: Manager

By: *Fred Gast*
Fred Gast
Its: Assistant Vice President

STATE OF OREGON)
County of Washington) ss.

The foregoing instrument was acknowledged before me on this 14 day of JUNE 2011, by Fred Gast, who is the Assistant Vice President of PNW Home Builders Group, Inc., the Manager of PNW Home Builders, L.L.C., the Sole Member of PNW Home Builders South, L.L.C., the Manager of Red Leaf Cottages, L.L.C., a Washington limited liability company, on behalf of said limited liability company.

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



ASSOCIATION:

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

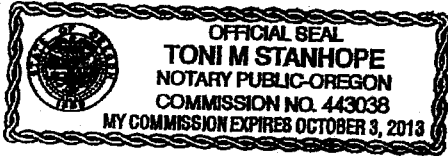
By: *Sandy Kohl*
Sandy Kohl, President

By: *John Bradley*
John Bradley, Secretary

STATE OF OREGON)
) ss.
County of Washington)

The foregoing instrument was acknowledged before me on this 15 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



The City of Hillsboro, Oregon, an Oregon municipality, hereby approves the foregoing Amendment in accordance with the Oregon Residential Specialty Code Section R317.2.1.

THE CITY OF HILLSBORO, OREGON, an Oregon municipality

By: *Michael S. Barnes* Michael S. Barnes
Its: Plans Examiner
Dated: 6-20-2011

STATE OF Oregon)
County of Washington) ss.

The foregoing instrument was acknowledged before me on this 20 day of June 2011, by Michael S. Barnes, in his/her capacity as Plans Examiner of the City of Hillsboro, Oregon, on behalf of the City.



Vickie R. Ward
Notary Public for Oregon
My Commission Expires: February 19, 2013