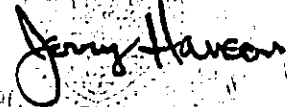


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STATE OF OREGON  
County of Washington }

SS

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



Jerry R. Hanson, Director of  
Assessment and Taxation, Ex-  
Officio County Clerk

Doc : 96017700

Rect: 159813

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02/29/1996 11:58:41AM

**DECLARATION OF AMENDMENT TO  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
BETHANY CREST NO. 2 SUBDIVISION**

**AFTER RECORDING RETURN TO:**

Centex Real Estate Corporation  
4000 Kruse Way Place  
Building 2, Suite 300  
Lake Oswego, Oregon 97035  
Attention: Roy Priest

**DECLARATION OF AMENDMENT TO  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
BETHANY CREST NO. 2 SUBDIVISION**

This amendment to the protective covenants, conditions and restrictions ("Covenants"), of the Bethany Crest No. 2 Subdivision, recorded as Document No. 95085277, Washington County Deed Records, Washington County, Oregon is hereby made this 26th day of February, 1996 by Centex Real Estate Corporation (herein called "Centex").

WITNESSETH:

WHEREAS, Centex is the owner of 46 lots within the 46 lot subdivision of Bethany Crest No. 2 affected by said Covenants recorded at said document number, in said County (herein the "Property").

WHEREAS, it is the desire of Centex to amend said Covenants upon the Property for the mutual benefit of all owners, present and future as provided in Article 13 - Section 13.2 of said Covenants.

WHEREAS, Centex hereby declares that all of the Property shall be held, sold, and conveyed subject to said Covenants as amended herein. The said Covenants, together with the amendments contained herein, shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in the Property, or any part thereof; and shall inure to the benefit of each owner thereof; and are imposed upon the Property and every part thereof as a servitude in favor of each and every lot thereof as the dominant tenement or tenements.

NOW THEREFORE, Centex declares that the Covenants shall be amended as follows:

1. Article 4 - Section 4.1 - paragraph 1 shall be amended to read as follows:

*A committee to be known as the Architectural Control Committee (the "ACC") shall be established consisting of the number of members as determined by the Directors, except that the ACC shall consist of not less than 3 members.*

2. Article 11 shall be deleted and replaced with the following:

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers, or receptacles for the storing or disposal of trash, garbage, refuse, rubble, debris, or recyclable materials shall be stored, kept, placed, or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage, rubbish, or recyclable material, and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal, but shall be removed from view before the following day.

3. Article 13 - Section 13.2 shall be deleted and replaced with the following:

The covenants and restrictions of this Declaration shall run with the land for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years each, unless a signed petition containing the signatures of at least 75% of the votes outstanding is presented to the Board of Directors, which shall authorize the Board of Directors to execute and properly record a notice of termination of this Declaration in the Deed Records of Washington County, Oregon. This Declaration may be amended at any time during the first 30 year period or any extension thereof, by a signed petition containing the signatures of at least 75% of the votes outstanding being presented to the Board of Directors, which shall authorize the Board of Directors to execute and properly record an instrument amending this Declaration. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend or repeal this Declaration at any time before the closing of the sale on the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in the Deed Records of Washington County, Oregon. Declarant further reserves, (i) before the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the plat of the subdivision, and (ii) the right at any time to amend this Declaration, or any amendment thereto, in order to correct scrivener's errors. Amendments shall be subject to prior approval of FHA and VA if any Lot within the Property is encumbered by an FHA or VA mortgage loan.

IN WITNESS WHEREOF, the undersigned, representing the voting majority as provided in Article 13 - Section 13.2 of the "Covenants", has hereunto set its hand and seal this 26th day of February, 1996 establishing this amendment.

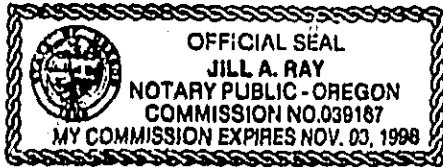
By: 

J.L. Smith, Division President  
Centex Real Estate Corporation

State of Oregon }  
County of Clackamas }

ON this day personally appeared to before me J.L. Smith, to me personally known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he had authority to execute the within and foregoing instrument, and that he signed the same as his free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 26th day of February, 1996.



*Jill A. Ray*  
\_\_\_\_\_  
Notary Public in and for the State of Oregon  
Commission expires:  
11/3/98