

After Recording, Return To:
 Arbor Pointe, LLC
 C/O West Hills Development
 15500 SW Jay St.
 Beaverton, OR 97006

Washington County, Oregon

2005-141207

11/08/2005 02:41:00 PM

D-R/BAM Cnt=2 Str=8 RECORD81

\$10.00 \$5.00 \$6.00 \$11.00 - Total = \$32.00



00864105200501412070020026

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

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



**AMENDMENT TO THE
 DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR
 ARBOR POINTE**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Arbor Pointe ("Declaration") was recorded SEPT. 20, 2005, as Document # 2005-114518 in the records of Washington County, Oregon; and

WHEREAS, the undersigned Declarant desires to amend said Declaration in accordance with Article 11, Section 11.6 and meets the ownership provisions stated therein.

NOW THEREFORE, said Declaration is hereby amended as follows:

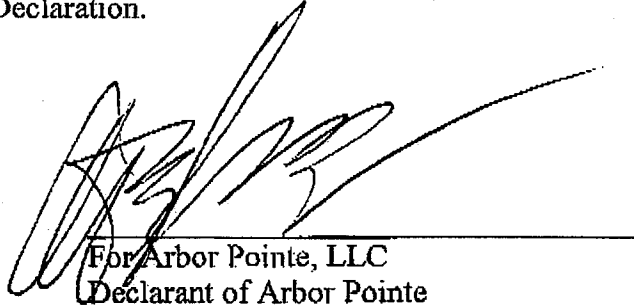
- A.** Article 10, Section 10.3 in the originally recorded Declaration is **deleted** and shall now read in its entirety as follows:

" 10.3 Basis of Assessments and Commencement of Assessments. Assessments are to be levied against all Lots subject to this Declaration and any annexations, except those owned by the Declarant, whether or not such Lots have been improved with a substantially completed Home. Provided, however, that no Assessment shall be levied against any Lot until such time as it is first sold to a purchaser other than Declarant or Declarant assignee. Assessments for all Lots conveyed by the Declarant to purchaser/Owner, either by deed or land sales contract, shall begin on the day of the recording of the deed or land sale contract conveying or contracting to convey the Lot of the new Owner. In accordance with ORS 94.704 (1), Declarant shall pay all common expenses of the Association that exceed the operating assessments received from non-Declarant Owners, exclusive of the reserve assessments. As of the first of the month following the date of the Turnover Meeting, all Declarant Lots will pay operating and reserve assessments under the payment provisions contained in this Declaration.

All other provisions of said Declaration shall remain unchanged.




IN WITNESS WHEREOF, the undersigned Declarant of Arbor Pointe has hereunder set his hand this 8th day of November, 2005, acknowledging the approval of this amendment as the Owner of the Lots in Arbor Pointe, in accordance with Article 11, Section 11.6 of the initial Declaration.



For Arbor Pointe, LLC
Declarant of Arbor Pointe

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on Nov. 8, 2005, by WALTER E. KINNEY for Arbor Pointe, LLC the Declarant of Arbor Pointe.



NOTARY PUBLIC FOR OREGON
My Commission Expires: March 7, 2007

