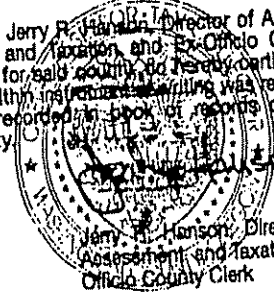


1 3 2000

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 was received and recorded in book of records of said county.



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

Doc : 2000019748
Rect: 250618 47.00
03/13/2000 03:35:33pm

ANY COVENANT, CONDITION OR RESTRICTION IN THIS DOCUMENT INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS OMITTED AS PROVIDED IN 42 USC 3604, UNLESS AND ONLY TO THE EXTENT THAT THE RESTRICTION (A) IS NOT IN VIOLATION OF STATE OR FEDERAL LAW, (B) IS EXEMPT UNDER 42 USC 3607, OR (C) RELATES TO A HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PEOPLE

1-6

13 2000



30
11

AMENDMENT TO AMENDMENT TO AND RESTATEMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CRANDALL TOWNHOUSES (NOW KNOWN AS NOROLA MEADOWS)

RECITALS

The Amendment to and Restatement of Declaration of Covenants, Conditions and Restrictions for Crandall Townhouses (Now Known as Norola Meadows), was recorded on December 14, 1999, as Document 99136138.1, in the records of Washington County, Oregon (the "Declaration"). Since such date, Declarant has elected to qualify lots in Norola Meadows for financing by the U.S. Department of Housing and Urban Development/U.S. Department of Veterans Affairs ("HUD/VA"). The Declarant reserved the unilateral right to amend the Declaration to comply with HUD/VA requirements. This Amendment is intended to bring the Declaration into compliance with HUD/VA requirements. All capitalized terms used but not defined herein shall have the respective meanings attributed to them under the Declaration.

REVENUE: FIDELITY TITLE - KS

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

AMENDMENT

1. Section 2.3 shall be revised to read as follows:

2.3 Deannexation and Amendment. Declarant reserves the right, at its sole option, to (i) amend this Declaration by executing and recording an amendment (provided that the amendment is consistent with this Article), or (ii) remove from the effect of this

Declaration any property described in the Declaration by executing and recording a rescission of the application hereof to specified Lots as long as all of the following conditions are satisfied at the time of the execution and recordation of the amendment or rescission: (a) the Lot has not been conveyed to an Owner; (b) assessments have not commenced for that Lot; (c) deannexation is effected with respect to all Lots on which Homes have been constructed which are a part of the same multi-unit building; and (d) the prior approval of the U.S. Department of Housing and Urban Development/U.S. Department of Veterans Affairs ("HUD/VA") is obtained for so long as there is a Class B membership.

2. Section 3.3 shall be revised to read as follows:

3.3 Ownership of Common Areas. Title to any Common Area, free and clear of encumbrances, shall be conveyed to the Association not later than sixty (60) days after seventy-five percent (75%) of the Lots have been conveyed to purchasers or two (2) years from the date of this Declaration, whichever is earlier.

3. The following shall be added to the end of Section 3.5:

Notwithstanding the foregoing, Declarant shall obtain the prior approval of HUD/VA of any such dedication, conveyance, or grant of easement for so long as there is a Class B membership.

13 2000

4. The following shall be added before the last sentence of Section 5.8:

Provided further, the prior approval of HUD/VA must be obtained for so long as there is a Class B membership.

5. The first sentence of Section 8.2 shall be revised to read as follows:

Declarant shall call a meeting for the purposes of turning over administrative control of the Association from Declarant to the Class A members and delivering the deed conveying the Common Area, free and clear of all encumbrances, from Declarant to the Association within sixty (60) days of the earlier of the following dates:

6. The following Section 10.7.6 shall be added to the Declaration:

10.7.6 Mortgagees Not Obligated to Collect Assessments. Mortgagees shall have no obligation under this Declaration to collect assessments from the Owners of Lots in which such mortgagees hold an interest.

7. The following shall be added to the end of Section 11.6:

Notwithstanding the foregoing, for so long as there is a Class B membership, the prior approval of HUD/VA of any amendment to this Declaration shall be required.

8. Section 11.8 shall be revised to read as follows:

11.8 Unilateral Amendment by Declarant. Provided that Declarant obtains the prior approval of HUD/VA, in addition to all other special rights of Declarant

1137

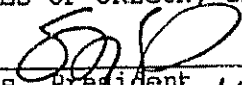
provided in this Declaration, Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots. Prior to the Turnover Meeting, no such amendment shall require notice to or approval by any Class A member.

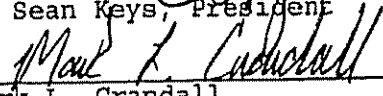
Pursuant to the unilateral right reserved in the Declaration, Declarant hereby adopts the amendments set forth herein.

The undersigned have executed this Amendment as of the 10th day of March, 2000.

DECLARANT:

SCHULER HOMES OF OREGON, INC.

By: 
Sean Keys, President


Mark L. Crandall

(Acknowledgments are on following page)

13 2000

Angela N. Crandall
Angela N. Crandall

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged before me on March 9th, 2000, by Sean Keys, as President of Schuler Homes of Oregon, Inc., an Oregon corporation.

Sandra Peterson
Notary Public for Oregon

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged before me on March 10th, 2000, by Mark L. Crandall.

Sandra Peterson
Notary Public for Oregon

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged before me on March 10th, 2000, by Angela N. Crandall.

Sandra Peterson
Notary Public for Oregon



ANY COVENANT, CONDITION OR RESTRICTION IN THIS DOCUMENT INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS OMITTED AS PROVIDED IN 42 USC 3604, UNLESS AND ONLY TO THE EXTENT THAT THE RESTRICTION (A) IS NOT IN VIOLATION OF STATE OR FEDERAL LAW, (B) IS EXEMPT UNDER 42 USC 3607, OR (C) RELATES TO A HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PEOPLE.