



I, Deanna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Deanna Berman



AFTER RECORDING, RETURN TO:
IronHorse Development, LLC
409 NW Franklin Avenue
Bend, OR 97701

SCANNED

ENTERED DEC 23 2009

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR IRONHORSE**

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR IRONHORSE is made this 18th day of December, 2009, by **IRONHORSE DEVELOPMENT, LLC**, an Oregon limited liability corporation, ("**Declarant**") and **IRONHORSE HOMEOWNERS' ASSOCIATION, INC.**, an Oregon nonprofit corporation ("**Association**").

RECITALS

A. Declarant owns certain real property in Crook County, Oregon, which Declarant is developing as a master planned community development known as "IronHorse". Declarant is the Declarant under that certain Declaration of Protective Covenants, Conditions and Restrictions for IronHorse, dated December 12, 2006, and recorded December 12, 2006 in the records of Crook County, Oregon, as Document No. 2006-217283 (the "**Master Declaration**"). The Master Declaration has been amended by a Declaration of Annexation recorded May 23, 2007 in the records of Crook County, Oregon, as Document No. 2007-221401, and First Amendment to Declaration of Annexation of Real Property to the Declaration of Protective Covenants, Conditions and Restrictions for IronHorse recorded 12-22-2009 in the records of Crook County, Oregon, as Document No. 2009-238238.

B. Pursuant to Section 12.3 of the Master Declaration, the Owners have approved by written consent an amendment to the Master Declaration as provided herein.

C. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Declaration.

NOW, THEREFORE, Declarant and the Association hereby declare and provide as follows:

1. Section 9.5 of the Master Declaration is hereby deleted in its entirety and replaced with the following therefor:

9.5 Lot Subdivision and Consolidation

9.5.1 Subdivisions. Declarant reserves the right to subdivide any Lots then owned by Declarant from time to time upon receiving all required approvals from the applicable governmental authority. In the event any two or more Lots are so subdivided, they shall be deemed separate Lots for the purposes of allocating assessments under this Declaration. No other Owner of any Lot in the Property may subdivide any Lot without the prior written approval of the Declarant prior to the Conversion Date and thereafter by the Architectural Review Committee, which consent may be granted or denied at the sole discretion of the Declarant or Architectural Review Committee, as applicable.

9.5.2 Consolidations. Declarant reserves the right to consolidate any two or more Lots then owned by Declarant upon receipt of any required approvals from the applicable governmental authority and recording any necessary amendment to this Declaration. No other Owner may consolidate any Lots without the prior written approval of the Declarant prior to the Conversion Date and thereafter by the Architectural Review Committee, which may be granted or denied at the sole discretion of the Declarant or Architectural Review Committee, as applicable. An approved consolidation shall be effected by the recording of a declaration stating that the affected Lots are consolidated, which declaration shall be executed by the Owner(s) of the affected Lots and by the president of the Association. Once so consolidated, the consolidated Lot may not thereafter be partitioned nor may the consolidation be revoked, except as provided in Section 9.5.1 above. Any Lots consolidated pursuant to this section shall be considered one Lot thereafter for the purposes of this Declaration, including voting rights and allocation of assessments. The terms of this Section 9.5.2 shall not apply to any Lot designated for apartment buildings or other multi-family uses.

2. Section 10.26 of the Master Declaration is hereby deleted in its entirety.

3. Except as specifically modified herein, all other provisions of the Master Declaration shall remain in full force and effect.

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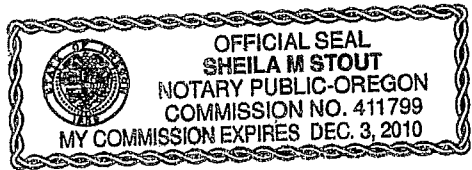
IRONHORSE DEVELOPMENT, LLC, an Oregon limited liability corporation

By *Kirk Schueler*
Its President

STATE OF OREGON)
COUNTY OF Deschutes)ss.

This instrument was acknowledged before me this 18 day of December 2009, by Kirk Schueler, the President of IronHorse Development, LLC, an Oregon limited liability corporation, on its behalf.

Sheila M Stout
Notary Public
My commission expires: 12/3/10



IRONHORSE HOMEOWNERS' ASSOCIATION, INC., an Oregon nonprofit corporation

By: *Kirk Schueler*
President

By: *[Signature]*
Secretary

Certification

The undersigned President and Secretary of IronHorse Homeowners' Association, Inc. certify that this First Amendment has been approved and adopted in accordance with the Master Declaration and applicable law.

By: [Signature] President

By: [Signature] Secretary

STATE OF OREGON)
)ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 18 day of December, 2009 by Kirk Schueler and Jade Hayner the President and Secretary, respectively, of IRONHORSE HOMEOWNERS' ASSOCIATION, INC., an Oregon nonprofit corporation.

[Signature]
Notary Public for Oregon
My commission expires: 12/3/10

