



AFTER RECORDING, RETURN TO:

Brentwood Estates Owners Association
c/o Crystal Lake Property Management
PO Box 7384
Bend OR 97708-7384

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR BRENTWOOD ESTATES**

**THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
BRENTWOOD ESTATES is made this 20 day of February, 2006, by BRENTWOOD
ESTATES OWNERS ASSOCIATION (the "Association").**

Recitals

- A. The Declaration of Protective Covenants, Conditions, Restrictions and Easements for Brentwood Estates was recorded August 22, 2005 in the records of Deschutes County, Oregon as Documents 2005-55373 (the "Declaration").
- B. The Owners desire to correct a wording omission in Article 5.4 (b) for clarity.
- C. The Owners desire to impose restrictions on the Leasing of Living Units and the management of Leased Living Units.
- D. The Owners desire that the Association identify a new Townhome dwelling unit classification, and to provide for the special maintenance and reserve fund requirements for the new classification.
- E. In accordance with Section 14.2 of the Declaration, by affirmative vote or written consent of Owners holding not less than seventy-five percent (75%) of the Association, together with the written consent of the Class B member, the Owners wish to amend the Declaration.

AMENDMENTS

1. Article 5.4 (b) of the Declaration is deleted and replaced as follows:

5.4 (b) Zero Lot Line Easements. In the event any dwelling unit constructed on any Lot has a wall constructed on the boundary of that Lot with another Lot, then the Owner of the Lot on which the dwelling unit is located shall have an easement four feet in width on the adjoining Lot along and adjacent to the common

boundary for the purpose of construction, repairing and maintaining such wall. The Association shall settle any disputes between Owner relating to such easement area.

2. Article 6.3 of the Declaration is deleted and replaced as follows:

6.3 Leasing and Rental of Living Units. Leasing of Living Units, which shall be for a period of not less than thirty (30) days, is permitted subject to compliance with rules established by the Board of Directors governing such rentals, including without limitation, the number of occupants, length of stay and number of parking spaces utilized. Any Owner wishing to lease the Living Unit must list the unit for lease with the same management company retained by the Association, or if such management company does not provide such services, with a management company approved by the Board of Directors for such purposes. Owners wishing to perform those services themselves may request a conditional exemption from the Board of Directors for such purposes.

3. Article 1 of the Declaration is hereby amended to include a new item 1.33 Townhome Unit which shall read as follows:

1.33 "Townhome Unit" means any Living Unit connected by roof and Party Wall to another Living Unit.

4. Article 3.1 (a) of the Declaration is hereby amended to include item (iv) which shall read as follows:

(iv) Townhome Unit, which shall consist of any Lot on the plat of the Initial Development, or any Additional Property annexed to the Association in accordance with Section 2.2 that has constructed on it a Living Unit which is connected by roof and Party Wall to another Living Unit

5. Article 5.2 (b) of the Declaration is deleted and replaced with the following:

5.2 (b) Right of Entry. Declarant, the Architectural Review Committee and any representative of the Association authorized by it may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing the Front Yard maintenance, determining whether or not the use and/or improvements of such Lot are then in compliance with this Declaration, and performing maintenance on Townhomes Units as required by Association. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

6. Article 9 of the Declaration is hereby modified to include new item 9.8 which shall read as follows:

9.8 Maintenance of Townhome Living Units. Maintenance of the exterior of the Buildings, and landscaping on the lots, excluding any areas enclosed by fencing, shall be the responsibility of the Association except as hereinafter provided. Exterior maintenance of Buildings shall include siding, painting, lighting, gutters, balconies, roofing, as well as routine maintenance, but excludes window cleaning or replacement. Owners shall be responsible for maintenance of all interior portions, the windows and the private fenced areas of the Living Units in addition to any other areas that are specifically not the obligation of the Association as set forth in this Declaration. Without limitation, Owners shall be responsible for (a) landscaping and maintenance on patios and decks and for the care of hot tubs on exterior decks and (b) the cost of any repairs necessitated by the negligence or intentional misconduct of such Owner or such Owner's guests or invitees.

7. Article 10.2 of the Declaration is hereby amended to read as follows:

10.2 Types of Assessments. The Association may levy Annual Assessments, Townhome Living Unit Assessment, Special Assessments, Emergency Assessments, Limited Common Area Assessments and Individual Assessments, all as more particularly described below.


8. Article 10.8 of the Declaration is hereby amended to include the following:

Townhome Unit Assessments. In addition to the Annual Assessment authorized above, all Townhome Living Units shall be assessed for Townhome operating costs. The amount of the assessment per Living Unit shall be determined by multiplying the annual budget by the ratio of the square footage of the Townhome Living Unit divided by the square footage of all completed Townhome Living Units.

BRENTWOOD ESTATES OWNERS ASSOCIATION


Cory Bittner, President


Brian Bergler, Secretary


Josh Pahlisch, Treasurer

CERTIFICATION

The undersigned President of Brentwood Estates Owners Association hereby certifies that the within First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements for Brentwood Estates has been approved and adopted in accordance with Section 14.2 of the Declaration.

By: *Cory Bittner*
Cory Bittner, President

STATE OF OREGON)
)ss
County of Deschutes)

The foregoing was acknowledged before me this 20 day of February, 2006 by Cory Bittner, as President of the Brentwood Estates Owners Association.



Nancy E. Kowalski
Notary Public for Oregon
My Commission Expires: October 18, 2007

Brentwood Estates Owners Association


BALLOT

Please vote for the approval of the proposed First Amendment of the Declaration of Covenant's Conditions, Restrictions and Easements for Brentwood Estates.

This vote requires approval by 75% of the membership to be passed. Please cast your vote and return in the postage paid envelope today!

X Approval of the First Amendment

Disapproval of the First Amendment



Dennis L. Pahlisch, President
Pahlisch Homes Inc

2-20-06

Date

As Lot Owner of Lots 1 through 35 of Brentwood Estates

Send Voting Ballots To:

Brentwood Estates Owners Association
c/o Crystal Lake Property Management LLC
PO Box 7384
Bend OR 97708-7384
617-7006 ♦ 617-1599 fax