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DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2007-13328



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**AFTER RECORDING, RETURN TO:**

→ Brentwood Estates Owners Association  
c/o Crystal Lake Property Management LLC  
63088 NE 18th Street, Suite 101  
Bend OR 97701

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

**THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BRENTWOOD ESTATES is made this 13th day of February 2007, 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, and amended by the First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Brentwood Estates recorded February 22, 2006 in the records of Deschutes County, Oregon as Document 2006-12362 (the "Declaration").
- B. The Owners desire that the Association provide the Front Yard maintenance of all Living Units in the Association.
- C. 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 1 (Definitions) of the Declaration is amended with the addition of a new Article 1.33 as follows:

1.33 "Front Yard" means the area between the predominant wall plane of the Living Unit toward any street and including any side yard adjoining the

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street and include any portion of the street right of way between the curb and the Lot Line.

2. Article 5.2 of the Declaration is modified with the addition of a new subsection (c) as follows:

5.2 Easements Reserved

(c) Irrigation Systems. In some cases irrigation systems for the Front Yards may have a controller for the timing system attached to the exterior walls of the Living Unit and use the water and power supply of that Living Unit. In each case the Association shall have an easement for such system, including access to the controller and the ability to use the Living Unit's water and power system for such purpose. The Owner of the Living Unit shall not disturb this system. Any additional irrigation the Owner wishes to supply for the Owner's side and rear yards must be independent of the Association's system.

3. Article 6.6 of the Declaration is hereby amended to read as follows:

6.6 Maintenance of Structures and Grounds. Each Owner shall maintain the Owner's Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, repair, replacement and care for gutters, downspouts, walks, lights and fences on alleys and other exterior improvements and glass surfaces. In addition, each Owner shall keep all sidewalks, shrubs, trees, grass and plantings of every kind on the Owner's Lot (other than Front Yards) neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

4. Article 6.13 of the Declaration is hereby amended to read as follows:

6.13 Landscape. Unless the Board of Directors adopts a resolution to the contrary, the Association will perform all exterior landscape maintenance of Front yards. Each Owner shall be responsible for installing and maintaining the landscaping on any portion of the Lot not maintained by the Association in a neat and well-kept condition. An Owner may not remove street trees, change the Front Yard landscaping or

install additional Front Yard landscaping without the prior written approval of the Board of Directors of the Association. Vegetation around structures shall be maintained or modified for a minimum distance of thirty (30) feet around structures to prevent the rapid spread of fire to or from the building site. Such clearance shall be established prior to framing and maintained upon completion consistent with the applicable governmental codes and ordinances. This provision shall not preclude the establishment of typical residential landscaping such as trees, shrubs, bulbs, perennials and other groundcover generally associated with residential development, but is limited to prevent the overgrowth of grasses and shrubs which exist unmaintained on a site and which could contribute to the rapid spread of fire. All landscaping (including front and side yards) shall be completed within six (6) months from the date of occupancy of the Living Unit constructed thereon. Landscaping must include at least grass and bark dust unless the Board adopts a formal Xeriscape plan, and shall be maintained in harmony with surrounding landscaping. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Architectural Review Committee. No weeds, noxious plants, or unmaintained vegetation shall be planted or allowed to grow. No tree over six inches (6") in diameter measured four feet (4') above adjacent grade may be removed without the prior approval of the Architectural Review Committee.

5. Article 9.1 of the Declaration is hereby modified to read as follows:

9.1 Maintenance of Common Areas and Front Yards. The Association shall perform all maintenance upon the Common Areas, Common Easement Areas, and Limited Common Areas, including but not limited to landscaping, irrigation, walks, private roads, entrance monuments and gates, fences, wall, as signs, parking areas, walkways and trails, unless maintenance thereof is assumed by a public body. Unless the Board of Directors adopts a resolution to the contrary, the Association shall also maintain the landscaping and irrigation of the Front Yards. Such areas shall be maintained in an attractive condition and in a good and workmanlike manner such as to carry out the purpose for which such areas are intended. The Association shall be prohibited from making alterations to the landscaping installation, including but not limited to tree and shrub removal, on any common area tract during such time that a developer's performance or maintenance bond is in place for the landscaping on that tract. The Association shall be responsible for replacing diseased or dead

trees, shrubs and landscape materials in the common area tracts and Front Yards. The Association shall maintain the landscaping, which will include mowing, weeding, edging, and plants. The planting of trees and shrubs in this area is prohibited.

6. Article 9.6 of the Declaration is hereby amended to read as follows:

9.6 Owners Responsibility. Except as otherwise provided in this Declaration, applicable Project Declarations, or by written agreement with the Association, all maintenance of the Lots and Improvements thereon as provided in Section 6.6 above shall be the sole responsibility of the Owner thereof, who shall maintain such Lot, other than the Front Yard, in a neat and attractive condition in accordance with the community-wide standard of Brentwood Estates. If the Board of Directors elects to discontinue Front Yard Maintenance, then the Owner shall be responsible for irrigating and maintaining the Front Yard, including any street trees. The Association shall, in the discretion of the Board of Directors, assume the maintenance responsibility of such Owner if, in the opinion of the Board of Directors the level and quality of maintenance being provided by such Owner does not satisfy such standard and the Project Association or the Project in which the Lot is located has failed to adequately provide such maintenance. Before assuming the maintenance responsibilities, the Board of Directors shall notify the Owner and any applicable Project Association in writing of its intention to do so, and if such Owner or the Project Association has not commenced and diligently pursued remedial action within fifteen (15) days after mailing of such written notice, then the Association shall proceed. The expenses of such maintenance by the Association shall be reimbursed to the Association by the Owner, together with interest as provided in Section 11.5 below. Such charges shall be an Individual Assessment and lien on the Lot as provided in Section 10.8 and 11.2 below.

**BRENTWOOD ESTATES OWNERS ASSOCIATION**

By: *Cory Bittner*  
Cory Bittner, President

By: *Dan Goodrich*  
Dan Goodrich, Treasurer

By: *Brian Bergler*  
Brian Bergler, Secretary

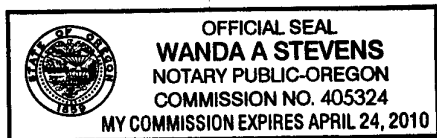
**CERTIFICATION**

The undersigned President of Brentwood Estates Homeowners Association hereby certifies that the within Second 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 22 day of February, 2007 by Cory Bittner, as President of the Brentwood Estates Owners Association.



*Wanda A. Stevens*  
Notary Public for Oregon  
My Commission Expires: 4/24/2010