



7069-533098

Rivermill Homes Inc
61535 S Hwy 97 #9-388
Bend, Or 97702

u1

3

FIRST AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COPPER SPRINGS

THIS DECLARATION IS MADE THIS 8TH, DAY OF NOVEMBER 2005,
BY RIVERMILL HOMES INC, AN OREGON CORPORATION ("declaring")

RECITALS:

A. On September 9, 2005, Declarant recorded Phase II of the Plat of "Copper Springs" in the plat records of Deschutes County, Oregon.

B. Declarant desires to amend the covenants, conditions, restrictions and charges set forth I the Declaration previously recorded on November 3, 2005, in the records of Deschutes County, Oregon on Book 2005 Page 75830.

NOW, THEREFORE, Declarant, the owner of more than 75% of the lots in Copper Springs hereby declares that the property described in the plat of Copper Springs amends the covenants, conditions and restrictions in the entirety, as follows:

ARTICLE I.
DEFINITIONS

- 1.1 "Additional Property" means any land which is made subject to this Declaration
- 1.2 "Association" means the nonprofit corporation to be formed to serve as an Owners' association as provided in this Declaration, and its successors and assigns.
- 1.3 "Right of Way" means that area common to lots 17 and 36 and Brosterhous Road, as shown on the plat
- 1.4 "Declarant" means Rivermill Homes Inc and "Copper Springs" an Oregon Corporation, and its successors and assigns.
- 1.5 "Lot" means a numerically designated and platted lot with the Property (including the nit located on such Lot), with the exception of any tract or lot marked on the plat as being common, a private drive or dedicated to the city of Bend.

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
PO BOX 323
BEND OR 97709

1.6 "Mortgage" means a mortgage or a trust deed; "mortgagee" means a mortgagee or a beneficiary of a deed of trust; "mortgagor" means a mortgagor or a grantor of a deed of trust.

1.7 "Owner" means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a lot. The rights, obligations and other status of being an owner commence upon acquisition of the ownership of a lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.8 "Common Area" means any tract designated as private common access easement, in the Declaration of the Plat.

1.9 "The Property" means the Initial Development described in the recorded plat as "Copper Springs" and any additional property annexed in the future.

1.10 "Sold" mean that legal title has been conveyed or that a contract of sale has been executed under which the purchase has obtained the right of possession.

1.11 This "Declaration" means all of the easements, covenants, restrictions and charges set forth in this instrument, together with any rules or regulations promulgated pursuant to this instrument, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

1.12 "HOA" means the Home Owners Association formed under this declaration for the benefit of and to serve the Copper Springs home owners.

1.13 "Budget" means the annual budget developed from the assessments of the "HOA". The annual budge is voted on and approved by Board of Directors for the Copper Springs Association.

**ARTICLE II.
ASSOCIATION FEES AND RIGHT OF WAY**

2.1 In accordance with the definitions provided under Article I of this amendment, it is established that a Home Owners Association (HOA) shall be formed for the purpose of maintaining the landscaping strip common to Brosterhous Road and Lots 17 and 36, known as the right of way.

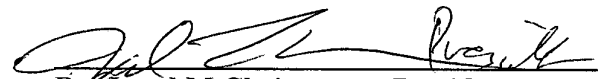
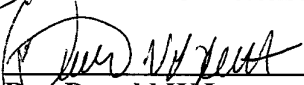
2.2 The budget for the maintenance of this right of way shall be assessed on an annual basis by the Board of Directors and divided equally amongst the various property owners within Copper Springs, Phases I and II. Maintenance fees shall be established at not less than \$40.00 per home, per year, for the first year. Fees for subsequent years may be altered by the Board of Directors, if it is determined that the fees either exceed or fall short of that which is necessary for the proper maintenance of the right of way.

2.3 A Board of Directors is to initially consist of Paul Halpin, President, Jared M Christensen, Vice President, and Donald W Layton, Secretary.

IN WITNESS WHEREOF, Declarant has executed this First Amendment of the Declaration as of the date first above written.


DECLARANT:

RIVERMILL HOMES INC, AN OREGON CORPORATION


By **Jared M Christensen, President**

By: **Donald W Layton, Vice President**

The foregoing instrument was before me this 8th day of November 2005 by Jared M Christensen as President of Rivermill Homes Inc and by Donald W Layton as Vice President of Rivermill Homes Inc.

WITNESS My Hand and Official Seal


Notary Public for Oregon
My Commission Expires: 10-10-09

