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DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2007-34579



\$46.00

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06/19/2007 04:00:41 PM

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\$15.00 \$11.00 \$10.00 \$5.00 \$5.00

AFTER RECORDING RETURN TO:

Deschutes Landing Owners Association  
c/o Crystal Lake Property Management  
63088 NE 18<sup>th</sup> St, Ste 101  
Bend OR 97701

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SECOND AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR DESCHUTES LANDING

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DESCHUTES LANDING is made this  
1<sup>st</sup> day of June, 2007, by DESCHUTES LANDING OWNERS ASSOCIATION (the  
"Association").

RECITALS

- A. The Declaration of Protective Covenants, Conditions, Restrictions and Easements for Deschutes Landing was recorded December 15, 2005 in the records of Deschutes County, Oregon as Documents 2005-86137, and amended by the First Amendment of the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Deschutes Landing recorded April 14, 2006 in the records of Deschutes County Oregon as Document 2006-25601, (the "Declaration").
- B. The Owners desire to modify the scope of the Association's insurance requirements for the Living Units under Articles 3.3, 3.4, and 3.5.
- C. The Owners desire to modify the scope of the Association's maintenance responsibilities for the Living Units under Articles 3.1 and 9.3, and 10.4.
- D. In accordance with Section 12.1 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.

AMENDMENT

1. Article 3.1 (c) of the Declaration shall be amended to read as follows:

3.1 Party Walls.

- i. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, other than the negligence of either party sharing the wall, then the Owners shall, at their joint expense, repair or rebuild the party wall, and each party, its successors and assigns, shall have the right to the full use of the wall so repaired or rebuilt. If either party's action or negligence causes the damage to or destruction of the wall, such negligent party shall bear

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the entire cost of repair or reconstruction. In the event of any dispute as to the cause of the damage or repair or restoration of the party wall, the matter shall be determined by arbitration.

2. Article 3.3 of the Declaration shall be amended to read as follows:

3.3 Insurance. Each Owner shall be responsible for obtaining, at his or her own expense, homeowner's insurance covering the improvements on the Owner's Lot and liability resulting from use or ownership of the Lot, unless the Association agrees otherwise. The Association, through the Board of Directors, shall obtain and maintain at all times and shall pay for out of operating assessments the insurance covering the Common Areas, including fixtures, equipment, as described in the Bylaws of the Association.

3. Article 3.4 of the Declaration shall be amended to read as follows:

3.4 Destruction of Living Unit. Insurance. If one or more of the Living Units are damaged, destroyed, or partially condemned, it shall be the responsibility of the Owners to rebuild and restore the Building or Buildings so damaged, destroyed, or partially condemned so that the same will be returned to substantially the same condition in which the Building or Buildings existed prior to such damage, destructions, or partial condemnation. Each Living Unit shall have substantially the same vertical and horizontal boundaries as before.

4. Article 3.5 of the Declaration "Election Not to Rebuild" is deleted in its entirety.

5. Article 9.3(a) of the Declaration shall be amended to read as follows:

9.3 Maintenance of Living Unit Exteriors and Landscaping

(a) Maintenance of the exterior of the Living Units, sidewalks located in Common Areas (including snow removal and salting), and landscaping on the Lots and Common Areas shall be the responsibility of the Association except as hereinafter provided. Exterior maintenance of Living Units shall include painting, re-roofing, and siding, as well as the routine maintenance (keeping roof free of debris and re-caulking the siding as required for those items) as determined by action of the Board of Directors. The maintenance agreements on structural elements and the easements in place to provide them may not be modified or suspended without building official approval.

Article 10.4 (b) of the Declaration shall be amended to read as follows:

10.4 Operating Assessments.

(b) The Living Unit exterior maintenance expenses, limited to those areas that are the Association's responsibility to maintain as identified within Article 9.3. The assessment for exterior maintenance for each Living Unit shall be determined by multiplying the annual budget by the ratio of (i) the square footage of such Living Unit divided by (ii) the square footage of each completed Living Units within the building.

DESCHUTES LANDING OWNERS ASSOCIATION

*Cory Bittner*

Cory Bittner, President

CERTIFICATION

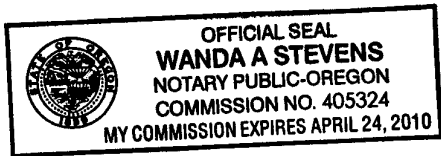
The undersigned President of Deschutes Landing Owners Association hereby certifies that the within Second Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements for Deschutes Landing has been approved and adopted in accordance with Section 12.1 of the Declaration.

By: *Cory Bittner*

Cory Bittner, President

STATE OF OREGON        )  
  )ss  
County of Deschutes    )

The foregoing was acknowledged before me this 1<sup>st</sup> day of June 2007, by Cory Bittner as President of Deschutes Landing Owners Association.



*Wanda A. Stevens*  
Notary Public of Oregon  
My Commission Expires: 4-24-2010