

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2004-61390



\$35.00

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10/13/2004 11:44:17 AM

D-CCR Cnt=1 Str=1 BECKEY

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

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36 178915-19
AFTER RECORDING RETURN TO:
Venture Properties, Inc.
4230 S.W. Galewood Street, Suite 100
Lake Oswego, Oregon 97035

**FIRST AMENDMENT OF THE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DESERT SKIES**

Venture Properties, Inc. filed of record certain Covenants, Conditions and Restrictions for DESERT SKIES, recorded June 1, 2004, as Document No. 2004-32330 in the Deschutes County Deed of Records and Declaration of Annexation DESERT SKIES Phases 3, 4 and 5, recorded October 8, 2004 as Document No. 2004/60632 in the Deschutes Deed of Records.

The governing Covenants, Conditions and Restrictions for DESERT SKIES, Deschutes County, Oregon executed by Venture Properties, Inc., as "Declarant", recorded on June 1, 2004 as Document No. 2004-32330 is hereby amended by adding Section 30 and 31:

30. REALIGNMENT OF 27TH Street. At some future date, the City of Bend intends to improve the existing right-of-way realign and widened 27th Street ("Road"), which is located on the east side of the DESERT SKIES subdivision. Until the Road is realigned and widened, a large portion of unimproved right-of-way will exist adjacent to the east side of Lakeridge Terrace. Declarant will install irrigation and landscaping between the current Road alignment and Lots 31 and 64 through 72. Declarant will maintain such landscaping for a period of twelve months from the date the plat of DESERT SKIES Phases 3, 4, and 5 is recorded ("12 months") or the Road is realigned, which ever occurs first. After the expiration of the 12 months Declarant maintenance of such landscaping shall automatically cease and Declarant shall have no further responsibility regarding the landscaping. In the event that 51% of the Owners eligible to, vote in favor of continuing to maintain the landscaping, each Lot owner shall pay 1/70th of the cost of continuing to maintain the landscaping until the road is widened. Each Lot shall receive one vote.

31. ENTRANCE SIGN, 27TH AND PETTIGREW STREETS FENCING AND LANDSCAPING. Any entrance monument, including any associated landscaping, erected by Declarant on Lot 31 or 72 within DESERT SKIES, shall be maintained and repaired by the Owner of the Lot where the monument is located. Any perimeter fencing erected by Declarant along the rear of Lots abutting 27th and Pettigrew streets shall be maintained and repaired by the Owners of the Lots where the fencing is located. Lot Owners shall not remove such improvements. Declarant has no responsibility in the maintenance or repair of any monument or fencing other than its initial construction

As of the date of this Amendment, the undersigned is the owner of at least one (1) lot in DESERT SKIES and pursuant to Section 27 of the Covenants, Conditions and Restrictions, has the full authority to

RECORDED BY FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON AS AN
ACCOMODATION ONLY NO LIABILITY IS
ACCEPTED FOR THE CONDITION OF TITLE
OR FOR THE VALITY, SUFFICIENCY, OR
EFFECT OF THIS DOCUMENT

execute and record this Amendment.

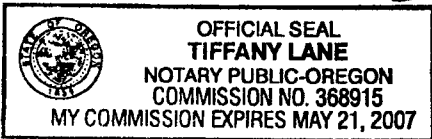
All other terms and conditions of the Covenants, Conditions and Restrictions remain in full force and effect.

Declarant: Venture Properties, Inc.

By: Kelly Ritz Date 10-7-04
Kelly Ritz, President

STATE OF OREGON, County of Washington ss,

Personally appeared Kelly Ritz, who, being duly sworn, did say that she is President of Venture Properties, Inc. and said instrument was signed on behalf of said corporation by authority of its board of Directors, and acknowledged said instrument to be a voluntary act and effect.



Tiffany Lane
Notary Public for Oregon

My Commission Expires: 5/21/07