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AFTER RECORDING, RETURN TO:

Westview Villas Owners Association  
c/o Crystal Lake Property Management LLC  
→ 63088 NE 18<sup>th</sup> Street, Suite 101  
Bend OR 97701



\$41.00

02/06/2007 02:54:12 PM

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

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FIFTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR WESTVIEW VILLAS

THIS FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WESTVIEW VILLAS is made this 25 day of January, 2007 by WESTVIEW VILLAS OWNERS ASSOCIATION (the "Association").

RECITALS

- A. The Declaration of Protective Covenants, Conditions, Restrictions and Easements for Westview Villas was recorded December 14, 2005 in the records of Deschutes County, Oregon as Document 2005-85702, and which was amended on February 22, 2006 in the records of Deschutes County, Oregon as Document 2006-12363 and on July 24, 2006 in the records of Deschutes County, Oregon as Document 2006-50489 and on July 31, 2006 in the records of Deschutes County, Oregon as Document 2006-52558 (the "Declaration"). [Insert recording information on the Fourth Amendment when that becomes available.]
- B. Bella Terra Inc., and adjacent property owner, has installed fencing that is adjacent to and benefits Lots 26 through 38.
- C. The Association desires to enter into a Perimeter Fence Maintenance Agreement with Bella Terra Inc that will identify maintenance responsibilities between the Association members and Bella Terra. The Perimeter Fence Maintenance Agreement requires that the Association responsibilities be included in the Declaration.
- D. In accordance with Article 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 6.15 of the Declaration is modified with the addition of a new subsection (a) as follows:

6.15 (a) **Lot 26 through 38 Perimeter Fence.** Lots 26 through 38 are benefited with rear fencing which has been installed and is owned by the adjacent property owner on its property (the "Perimeter Fence"). Owner's side yard fencing is attached to this Perimeter Fence. Lot owners are subject to the following maintenance requirements for this Perimeter Fence.

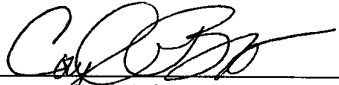
- i. Association shall enter into a Perimeter Fence Maintenance Agreement with adjacent property owner.
- ii. Owners shall not modify or materially alter in any way the Perimeter Fence and shall promptly notify the adjacent property owner or the Association of any material or structural damage to the Perimeter Fence.
- iii. Owners shall indemnify and hold the adjacent property owner harmless from and against any damage to person or property, or action, liabilities, costs or expenses, including without limitation attorney fees, arising from or attributable to any act or omission relating to the installation or maintenance of any side yard fencing located on any portion of the adjacent property owner's property and/or the use of any of the adjacent property owner's property located on or between the Perimeter Fence and the lot.
- iv. Owners shall promptly notify the adjacent property owner or the Association of any material or structural damage to the Perimeter Fence, and shall promptly reimburse the adjacent property owner for any expenses the adjacent property owner incurs to repair material or structural damage to the Perimeter Fence caused by Owners, invitees, or guests.
- v. Owners agree to at all times provide adjacent property owner, it's employees, members or contractors access to the Perimeter Fence from their lot, for the purpose of inspections, repairs, maintenance or replacement of the Perimeter Fence.
- vi. Owners agree to be bound by the terms and conditions of the Perimeter Fence Maintenance Agreement that the Association executes with the adjacent property owner.
- vii. In the event that the Perimeter Fence Maintenance Agreement becomes null and void, then the requirements under this Section 6.15 (a) shall cease to exist.

**Westview Villas Owners Association**

  
Cory Bittner, President

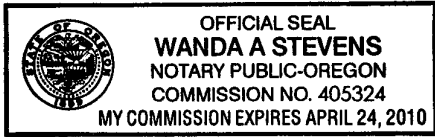
**Certification**


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

  
Cory Bittner, President

STATE OF OREGON            )  
  )ss.  
County of Deschutes        )

The foregoing was acknowledged before me this 25 day of January 2007, by Cory Bittner, as President of the Westview Villas Owners Association.



  
Notary Public for Oregon  
My commission expires: 4/24/2010