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\$20.00 \$11.00 \$16.00 \$10.00 \$6.00

RECORDING COVER SHEET (Please Print or Type)

The information on this sheet is a reflection of the attached instrument for the purpose of meeting first page recording requirements, ORS 205.234.

If this cover page is included with your document, please add \$5.00 to the total recording fees.

AFTER RECORDING RETURN TO:

Karna R. Gustafson

Landye Bennett Blumstein LLP

1300 SW 5th Avenue, Suite 3500

Portland, OR 97201

4/23

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Sixth Amendment to the Declaration of Covenants, Conditions, and Restrictions
for Gardenside

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Gardenside Home Owners Association

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Gardenside Phase 1 and Phase 2

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) - Amount in dollars or other

\$ _____

Other

5) SEND TAX STATEMENTS TO:

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE:
(If applicable)

FULL
 PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$ _____

8) If this instrument is being re-recorded, complete the following statement, in accordance with ORS 205.244:

"Re-recorded to correct _____

previously recorded in Book _____ and page _____, or as Fee Number _____."

After Recording Return to:
Karna R. Gustafson
LANDYE BENNETT BLUMSTEIN LLP
1300 SW Fifth Avenue, Suite 3500
Portland, OR 97201

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SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GARDENSIDE

RECITALS

The Declaration of Covenants, Conditions, and Restrictions for Gardenside was recorded July 28, 2005 as Document No. 2005-49003 in the deed records of Deschutes County, Oregon, and has been amended from time to time ("Declaration"). The Declarant, Vernon C. Palmer, Inc., an Oregon corporation ("Declarant"), prepared and recorded a Fifth Amendment to the Declaration annexing Phase 2 to Gardenside. The Fifth Amendment was recorded on January 18, 2007 as Document No. 2007-033364 in the deed records of Deschutes County, Oregon ("Fifth Amendment"). The Declarant failed to obtain the consent of the owners of the Phase 2 property to subject such lots to the Declaration. Several lots in Phase 2 have been sold to subsequent purchasers whose lots are shown as encumbered by the Declaration. Thomas C. Skaar and Floyd C. Antonsen, the original owners of the Phase 2 property, disputed the recording of the Declaration on the lots they own. To resolve this dispute, Thomas C. Skaar and Floyd C. Antonsen agree to subject the remaining lots in Phase 2 to the Declaration subject to the conditions contained herein.

AMENDMENTS

The Declaration is hereby amended as follows:

1. Section 6.1 of the Declaration is hereby amended in its entirety as follows:

"6.1. Architectural Review. No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. The ARC will only have authority to make decisions related to the Lots and not the Common Area Tracts. Any architectural or design considerations on the Common Area Tracts will be solely within the power of the Board of Directors. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Lot Owners. The procedure and specific requirements for review and approval of construction may

be set forth in design guidelines adopted from time to time by the ARC. Construction on any Lot owned by the Declarant, Thomas C. Skaar, Floyd C. Antonsen, or any other entity in which Thomas C. Skaar and/or Floyd C. Antonsen have a controlling interest, is presumed to have been approved and is thereby exempt from this review, until such time as the Lot is sold to a third party. In all cases, which the ARC consent is required by this Declaration, the provision of this Article shall apply. The ARC and the Board of Directors are hereby granted an easement over the Lots to enable the ARC to carry out its designated functions.”

2. Section 10.3 of the Declaration is hereby amended in its entirety as follows:

“Section 10.3. Basis of Assessments and Commencement of Assessments. Assessments are to be levied against all Lots, except those owned by the Declarant, whether or not such Lots have been improved with a substantially completed Home. Provided, however, that no Assessment shall be levied against any Lot until such time as it is first sold to a purchaser other than Declarant or Declarant assignee. Assessments for all Lots conveyed by the Declarant to purchaser/Owner, either by deed or land sales contract, shall begin on the day of the recording of the deed or land sale contract conveying or contracting to convey the Lot of the new Owner. In accordance with ORS 94.704 (1), Declarant shall pay all common expenses of the Association that exceed the operating assessments received from non-Declarant Owners, exclusive of the reserve assessments. As of the first of the month following the date of the Turnover Meeting, all Declarant Lots will pay operating and reserve assessments under the payment provisions contained in this Declaration. Provided, however, Lots owned by Thomas C. Skaar and/or Floyd C. Antonsen or any entity in which Thomas C. Skaar and/or Floyd C. Antonsen have a controlling interest shall only be subject to an assessment of only \$10.00 per month beginning April 1, 2009 until such Lot is sold to a third party or such Lot is occupied by a tenant paying rent. Thereafter, such Lot(s) shall be subject to the same assessments as other Lots in Gardenside. Lots owned by Thomas C. Skaar and/or Floyd C. Antonsen or any entity in which Thomas C. Skaar and/or Floyd C. Antonsen have a controlling interest shall not be subject to reserve or other assessments, including special assessments, until such time as the Lot is sold to a third party.”

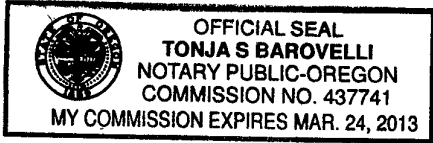
3. Section 10.5 (b) of the Declaration is amended in its entirety as follows:

“(b) Allocation of Assessments. Except as provided in Section 10.3 of this Declaration, the total amount in the budget shall be charged equally against all sold Lots as annual assessments. Declarant may offset operating assessment payments due under this Declaration through the payment of maintenance or utility costs described in herein, subject to submittal of paid invoices to the Association.”

4. Section 10.6 of the Declaration shall be amended to add the following language:

“Lots owned by Thomas C. Skaar and/or Floyd C. Antonsen or any entity in which Thomas C. Skaar and/or Floyd C. Antonsen have a controlling interest shall not be subject to special assessments levied pursuant to section 10.6 (a)(c) and (d).”

The undersigned President and Secretary of the Gardenside Home Owners Association hereby certify that the required percentage of owners approved this amendment pursuant to the Declaration and the Oregon Planned Community Act.



[Signature]
President
[Signature]
Secretary

STATE OF OREGON)
County of Deschutes County) ss.

November 23rd, 2009

Personally appeared before me the above-named Jim Welbeck and who, being duly sworn, did say that he is the President of GARDENSIDE HOME OWNERS ASSOCIATION, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

[Signature]
Notary Public for Oregon

STATE OF OREGON)
County of Deschutes County) ss.

November 23rd, 2009

Personally appeared before me the above-named Galit Miller and who, being duly sworn, did say that he is the Secretary of GARDENSIDE HOME OWNERS ASSOCIATION, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

[Signature]
Notary Public for Oregon

