

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2005-12737



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03/03/2005 11:34:13 AM

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

# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



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2/15/03  
After Recording Return to:

The Highlands at Broken Top Community Association, Inc.  
61999 Broken Top Drive  
Bend, OR 97702  
Attn: Debra Crowson

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**AMENDMENT NO. 2 TO DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS AT BROKEN TOP**

This Amendment No. 2 to Declaration of Protective Covenants, Conditions and Restrictions for the Highlands at Broken Top (this "Amendment"), to be effective upon its recording in Deschutes County, Oregon, is made and executed on the date hereinafter set forth by Cascade Highlands LLC, an Oregon limited liability company, hereinafter referred to as the "Declarant".

Declarant is the successor declarant pursuant to that certain Declaration of Protective Covenants, Conditions and Restrictions for the Highlands at Broken Top recorded September 29, 2003 in the real property records of Deschutes County, Oregon at Volume 2003, Page 67685 (as amended from time to time, the "CC&Rs"). Capitalized terms used without definition shall have the meaning given them in the CC&Rs.

The CC&Rs currently provide that the Association alone has authority to provide maintenance and/or clear vegetation in the Common Maintenance Areas, which includes all parts of a Lot except the Building Envelope and the driveway. Declarant desires to amend the CC&Rs to permit owners to clear vegetation as necessary to comply with the Oregon Forestland - Urban Interface Fire Protection Act of 1997 (the "Act").

Oregon law and Section 12.4 of the CC&Rs permit Declarant to unilaterally amend the CC&Rs prior to the Turnover Date (as defined in the CC&Rs) to comply with applicable law. The Turnover Date has not yet occurred, and Declarant desires to amend the CC&Rs as provided herein.

Now, therefore, Declarant hereby declares as follows:

1. The recitals are hereby incorporated as if set forth fully herein.
2. Section 2.15 of the CC&Rs is hereby modified to clarify that the Association's obligation to maintain the Common Maintenance Areas shall not include any obligation to create fire breaks or otherwise take any steps to bring Lots (including Lot driveways) into compliance with the Act. Section 2.15 is hereby further modified to provide that it shall be each Lot Owner's sole obligation to create such fire breaks and take such other steps as are necessary to assure that his or her Lot (including its driveway) complies with the Act.

3. Section 4.6 of the CC&Rs is hereby amended to provide that notwithstanding any other provision of the CC&Rs, each Lot Owner shall have the right to remove such vegetation and to take such other steps as may be necessary to assure that his or her Lot (including the driveway) complies with the Act, even if such steps include removing or modifying vegetation in Common Maintenance Areas.

IN WITNESS WHEREOF, the Declarant has caused this Amendment No. 1 to Declaration of Protective Covenants, Conditions and Restrictions for the Highlands at Broken Top to be executed on its behalf as of this 23 day of February 2005

DECLARANT:

CASCADE HIGHLANDS LLC,  
an Oregon limited liability company

By: 

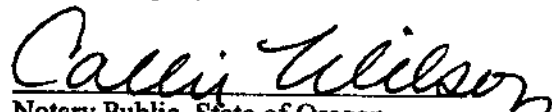
Name: T.B. Dame

Title: Owner Rep.

STATE OF OREGON }

COUNTY OF Deschutes }

The foregoing instrument was acknowledged before me the 23 day of February 2005 by T.B. Dame, the Owner Rep. of Cascade Highlands LLC, an Oregon limited liability company, on behalf of the company.

  
Notary Public, State of Oregon  
My Commission Expires: 4/7/06

