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\$73.00

03/22/2010 11:29:57 AM

After recording return to:

COUGHLIN AND HOLLOWAY, LLC
62903 Florence Drive
Bend, OR 97701

D-CCR Cnt=1 Stn=3 PG

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

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
McCLELLAN COMMONS SUBDIVISION

2 non family

1. The Declaration of Covenants, Conditions and Restrictions for McClellan Commons Subdivision ("CCRs") were recorded on July 27, 2007 at Volume 2007, Page 41543.
2. The CCRs at paragraph 16.2, Amendment, allow the CCRs to be amended by written consent of the Owners and Declarant.
3. The following paragraphs in Article 4, Architectural Design and Review, of the CCRs are amended as follows:

"4.1 **Architectural Review Committee.** Ridgeline LLC, an Oregon limited liability company, shall serve as the Architectural Review Committee (the "ARC") until all Lots are developed with a residential dwelling."

Subparagraphs 4.1.1, 4.1.2 and 4.1.3 remain the same and in full force and effect.

"4.2 **Design Guidelines.** The Design Guidelines dated May 15, 2007 previously adopted by the Declarant shall remain the Design Guidelines for the Property, until all Lots have been developed with a residential dwelling.

"4.7 **Duration of ARC.** The ARC shall terminate after all lots have been developed with a residential dwelling. The ARC will only review initial dwellings and will not review subsequent additions."

4. The following language is added to paragraph 16.2, Amendment, of the CCRs:

"Paragraph 4.1, Architectural Review Committee, Paragraph 4.2, Design Guidelines, and Paragraph 4.7, Duration of ARC, as amended above may hereinafter be amended only upon the affirmative vote or written consent or any combination thereof of at least eighty percent (80%) of the Members."

5. The CCRs and this First Amendment shall run with the land included in McClellan Commons Subdivision and shall bind, benefit and burden each lot in McClellan Commons Subdivision. The terms of this First Amendment shall inure to the benefit and shall bind Declarant, all successors, and assigns of Declarant, and all owners of any lot in McClellan Commons Subdivision, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees, or any other party claiming or deriving any right, title or interest in use of or to any real property in McClellan Commons Subdivision. The use restrictions and regulations set forth in this First Amendment shall be binding upon all owners, lessees, licensees, occupants, and users of the property known as McClellan Commons Subdivision and their successors in interest, as set forth in this First Amendment, including any person who holds

FIRST AMENDMENT TO CCRs - 1 of 2
(3/11/2010)

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such interest as security holder in actual possession of any lot by foreclosure or otherwise, and any other person taking title from such security holder.

6. All other terms and conditions of the Declaration of Covenants, Conditions and Restrictions for McClellan Commons Subdivision shall remain the same.

7. Declarant of McClellan Commons Subdivision certify that this First Amendment to the Declaration of Covenants, Conditions and Restrictions of McClellan Commons Subdivision was adopted in accordance with the Declaration of McClellan Commons Subdivision and approved by the Owners and Declarant.

8. Declarant of McClellan Commons Subdivision advise that it remains the Declarant and that the turnover meeting described in paragraph 5.7, Turnover Meeting, of the CCRs has not occurred.

IN WITNESS WHEREOF, the Declarant of "McClellan Commons Subdivision," a subdivision in Deschutes County, Oregon have caused this instrument to be executed for recording as the First Amendment to the Declaration of Covenants, Conditions and Restrictions for "McClellan Commons Subdivision" this 15 day of March, 2010.

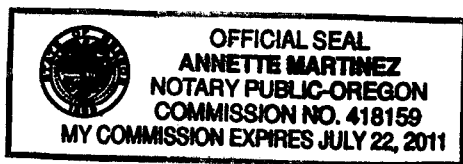
DECLARANT:

COUGHLIN AND HOLLOWAY, LLC

By: Ed Coughlin, Mgr.
Ed Coughlin, Manager

STATE OF OREGON)
) ss.
County of Deschutes)

On this 15 day of MARCH, 2010, personally appeared before me, Ed Coughlin, who being duly sworn, states he is the Manager of Declarant, COUGHLIN AND HOLLOWAY, LLC, an Oregon limited liability company, and that the foregoing instrument was signed and sealed on behalf of said company and he acknowledged said instrument to be the voluntary act and deed of said company.



Annette Martinez
Notary Public for Oregon