



AFTER RECORDING, RETURN TO:

Newport Landing Homeowners Association
c/o Simply Land LLC
15580 NW Mead Lane
North Plains OR 97133

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR NEWPORT LANDING**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR NEWPORT LANDING is made this 26 day of September, 2011 by the **NEWPORT LANDING HOMEOWNERS ASSOCIATION** (the "Association").

RECITALS

A. The Declaration of Protective Covenants, Conditions, Restrictions and Easements for Newport Landing were recorded October 22, 2007, in the Records of Deschutes County, Oregon as Document 2007-55939 (the "**Declaration**"). Association is the association of owners established pursuant to the Declaration.

B. In accordance with Section 10.6 of the Declaration, by affirmative vote or written consent of Owners holding not less than seventy-five percent (75%) of the total votes for all Lots subject to the Declaration, of each class of members that are eligible to vote.

AMENDMENTS

1. Article 1 is amended to include the following:

1.23. "Landscape Maintenance Area" shall mean and refer to the Public Right of Way between Newport Road and Lots 1 – 6, together with the monument easement on the northwest corner of Lot 1.

2. Article 3.4 (g) (i) is amended to read as follows:

3.4 Easements

(g) Landscaping.

(i) An access and maintenance easement is hereby reserved for the Association across the northeast corner of Lot 1 for the purpose of maintaining the monument and landscaped area located thereon. Irrigation water for said monument area, together with the Landscape Maintenance Area, shall be provided by the Owner of Lot 1. The Association shall have an easement for an irrigation system, including access to the controller and the ability to use the Home's water and power system for such purpose. The Owner of the Home shall not disturb this system. Any additional irrigation the Owner wishes to supply for the Owner's side and rear yards must be independent of the Association's system. Reimbursement for such use by Association shall be handled in accordance with Article 5.5 (a).

3. Article 4.3 (a) is amended to read as follows:

(a) **Height.** No Home shall exceed three (3) stories;

4. The following sentence in Article 4.13 is amended to read as follows:

"...Each Owner is responsible for trash disposal, and shall remove individual trash containers within ~~42~~ forty-eight (48) hours of collection."

5. The following sentence in Article 4.14 is amended to read as follows:

"...All side yard fencing shall ~~maintain a five (5) foot setback from~~ be even with the front of the house. ..."

6. Article 4.18 is amended to read as follows:

4.18 Recreational Equipment. With the exception of portable basketball hoops, no playground, athletic or recreational equipment or structures shall be permitted, installed or utilized on any Lot in view from any public street, sidewalk or Common Area within the Property.

7. The following sentence in Article 4.19 is amended to read as follows:

"..... Outbuildings shall be of a one (1) story design and the outside wall shall not exceed seven (7) feet in height unless approved by the ARC, nor shall the overall height exceed (9) feet, measured from the existing Lot grade, or have total floor area in excess of ten (10) percent of the first floor area of the main dwelling (excluding the area of the garage and any porches)."

8. The following sentence in Article 4.30 is amended as follows:

“Unless requirement is removed by the City of Bend, ten of the forty Lots intended for Newport Landing shall contain Additional Dwelling Units (“ADU’s”).”

9. Article 5.5 is amended to read as follows:

5.5 Landscaping. The Association shall be responsible for all landscaping located in any Common Area properties and the Landscape Maintenance Area unless such maintenance is assumed by the City of Bend. All landscaping on any portion of the Common Area and Landscape Maintenance Area shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by Declarant or the ARC.

(a) Utility Reimbursement. Unless the Board of Directors adopts a resolution to the contrary, the Association shall reimburse Lot 1 for the water used to irrigate the landscaping within the Landscape Maintenance Area and monument easement area. Owner shall submit to the Association copies of the water bills for the months of January – September. The increase in standard water usage during irrigation season shall be then calculated and after allowing twenty-five percent (25%) of the increase for the Lot 1 private irrigation costs, the Association shall then reimburse to Lot 1 seventy five percent (75%) of the increase. The Association reimbursement shall be applied first to any outstanding Association dues payable, and then credited to future Association dues.

10. Article 8.4 is amended to read as follows:

8.4 Marketing Rights. Declarant and approved builder(s) shall have the right to maintain a sales office and model on one or more of the Lots which the Declarant may or may not own, to be staffed by the employees of the Declarant, approved builder, or any licensed real estate sales agents. The sales office shall be open during reasonable hours any day of the week. The Declarant and approved builder(s) may maintain a reasonable number of “For Sale” signs at reasonable locations of the Property, including, without limitation, the Common Areas.

11. Article 8.7 is amended to read as follows:

8.7 Construction by Declarant and Approved Builders. All construction by Declarant and approved builder(s) shall establish the standards for the ARC and meets any Design guidelines of the Association. Additionally, the Declarant or approved builder(s) shall have the right to construct residences on any Lot, and to store construction materials and equipment on such Lots in the normal course of construction.

12. The following sentence in Article 9.4 is amended as follows:

“....The fiscal year shall end ~~June 30~~ December 31. ...”

13. Article 3.3 of the Exhibit “A” Bylaws of Newport Landing Homeowners Association is amended to read as follows:

3.3 Annual Meeting. The annual meeting of the members for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such reasonable hour and on such reasonable day as may be established by the Board of Directors, or, if the Board should fail to designate a date by the first day of April, then the meeting shall occur on the first (1st) Thursday in May. An annual meeting shall be held within each calendar year, commencing with the year in which the transfer of title occurs for the first lot to an Owner other than the Declarant, the Declarant's successors or assigns. The Turnover Meeting may count as the annual meeting for the year in which it is held.

NEWPORT LANDING HOMEOWNERS ASSOCIATION

By Jack Nicholson (Paulina Peak Ventures)
Jack Nicholson, Member, Simply Land LLC as Declarant

Certification

The undersigned Declarant of Newport Landing Homeowners Association hereby certifies that the within First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Newport Landing has been approved and adopted in accordance with Section 10.6 of the Declaration.

John W. Nicholson (Paulina Peak Ventures),
 Jack Nicholson, Member Simply Land LLC as Declarant
 JOHN W

STATE OF OREGON)
)ss.
County of Deschutes)

The foregoing was acknowledged before me this 26 day of September, 2011 by ~~Jack~~ John W. Nicholson, Member of Simply Land LLC as Declarant of Newport Landing Homeowners Association, on its behalf.

Paulina Peak Ventures LLC

Nancy Eileen Kawalski
Notary Public for Oregon
My Commission Expires: October 12, 2012

