

After Recording, Return To:  
Hayden Homes LLC  
Attention: Eric Peterson  
2464 SW Glacier Place, Suite 110  
Redmond, OR 97756

Deschutes County Official Records	<b>2015-020007</b>
<b>D-CCR</b>	
Stn=4 BN	<b>05/26/2015 02:11:53 PM</b>
\$10.00 \$11.00 \$10.00 \$6.00 \$21.00	<b>\$58.00</b>
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Nancy Blankenship - County Clerk	

**FIRST AMENDMENT TO THE DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PETTIGREW PLACE**

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR PETTIGREW PLACE ("Declaration"), is made as of this 5 day of MAY, 2015, by HAYDEN HOMES LLC, an Oregon Limited Liability Company ("Declarant").

**WHEREAS**, the Declaration of Protective Covenants, Conditions and Restrictions for Pettigrew Place, ("**Declaration**") was recorded December 29, 2014, as Document Number 2014-043557, in the records of Deschutes County, Oregon by Hayden Homes, LLC ("**Declarant**"); and

**WHEREAS**, the undersigned Declarant desires to amend the above-referenced Declaration in accordance with Article 11, Sections 11.9 and 11.12, and has met the consent and ownership provisions stated therein.

**NOW THEREFORE**, Declarant hereby declares as follows:

1. Amendment. The following is added to Section 3.3:

3.3 (g) A monument shall exist on the northwest corner of Lot 10. The monument shall be owned and maintained by the Association. Landscaping within the approximately 32 square foot easement area shall be maintained by the Association. Electricity for the monument lighting shall be obtained from Lot 10, and the Owner will be compensated for said electricity per Article 9, section 9.1 (c). The easement area is further defined in that certain Monument Sign Easement ("Monument Sign Easement") recorded by the Declarant on April 10, 2015 as Document Number 2015-012686, in the records of Deschutes County, Oregon.

2. Amendment. The following shall be added to the end of Section 3.4 (g):

"In addition, the Association reserves an easement to maintain the monument and related landscaping on Lot 10, as further defined by the Monument Sign Easement."

3. Amendment. The following shall be added to Section 5.1:

5.1 (g) A monument shall exist on the northwest corner of Lot 10. The monument shall be owned and maintained by the Association. Landscaping within the approximately 32 square foot easement area shall be maintained by the Association. Electricity for the monument lighting shall be obtained from Lot 10, and the Owner will be compensated for said

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electricity per Article 9, section 9.1 (c). The easement area is further defined in that certain Monument Sign Easement.

4. Amendment. The following shall be added to the end of Section 5.3:

“Should Common Area fencing need to be removed or altered in order for repairs to be made within a public utility or access easement, the Association will repair or replace the fencing in a timely manner following the completion of the construction.”

5. Amendment. The following shall be added to Section 9.1:

9.1 (c) Monument electricity credit. Electricity from Lot 10 shall be used for the monument lighting. A credit in the amount of \$4.50 per quarter shall be granted to the Owner for use of this electricity. The Board shall have the right to adjust this credit through a resolution to account for significant changes in the cost of electricity, or may discontinue this credit if lighting is no longer used in the monument area.

6. All other provisions of said Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned Declarant of Pettigrew Place has hereunder set his hand this 8<sup>th</sup> day of may, 2015, acknowledging the provisions of Article 11, Sections 11.9 and 11.12, of the Declaration of Protective Covenants, Conditions and Restrictions for Pettigrew Place.

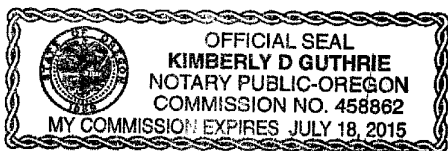
HAYDEN HOMES, LLC  
An Oregon Liability Company,



\_\_\_\_\_  
Title: Member, Hayden Homes, LLC

STATE OF OREGON                    )  
  ) ss.  
County of Deschutes                )

This instrument was acknowledged before me on may 8<sup>th</sup>, 2015, by Eric Peterson for Hayden Homes LLC, the Declarant of Pettigrew Place.



Kimberly D. Guthrie  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 7.18.2015