

44  
61  
173899-48

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2003-43136



\$61.00

06/26/2003 03:53:57 PM

D-COR Cnt=1 Str=11 JEFF  
\$15.00 \$11.00 \$10.00 \$5.00 \$20.00

AFTER RECORDING, RETURN TO:  
Mike Loomis  
D.R. Horton, Inc.-Portland  
4386 SW Macadam Avenue, Suite 102  
Portland, OR 97239

FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON  
P.O. BOX 323  
BEND, OR 97709

SECOND AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
"RIVER CANYON ESTATES"

WHEREAS, the Declaration of Protective Covenants for RIVER CANYON ESTATES was recorded September 26, 2002, Document #: 2002-72315 in the records of Deschutes County, Oregon.

WHEREAS, the undersigned Declarant desires to amend said Declaration and is Owner of a majority of the lots in River Canyon Estates, described in and subject to the Declaration.

NOW THEREFORE, said Declaration is hereby amended as follows:

Article X, Section 1, subsection 1.1 line 2 after "...costs of..." insert the word, "insurance,"

Article X, Section 2, subsection 2.2 insert the following:

2.2.1 Insurance By the Association. The Board shall obtain, and maintain in effect, from reputable insurance companies authorized to do business in the State of Oregon, public liability insurance with respect to all the Common Area in such amounts and in such forms as the Board deems advisable to provide adequate protection for bodily injury, including deaths of persons, and property damage, whether caused by the negligence of the Association or otherwise; provided, however, that such policy(ies) shall not be for an amount of less than \$1,000,000.00 per person, per occurrence, and that such policy(ies) shall provide that the coverage thereunder cannot be canceled or substantially modified without at least 10 days written notice to the Association.

- (a) Additionally, for Lots 41 through 54, known as Common Wall Single Family Lots the Association shall obtain, and maintain in effect, from such companies fire and extended coverage casualty insurance (including coverage for damage resulting from vandalism and malicious mischief) for the Building Structure. For the purposes of this document Building Structure shall mean a building that is comprised of one or more contiguous Homes constructed and located on Lots 41 through 54, including without limitation, garage structures located on the Lots 41 through 54, whether attached to or detached from the Building Structure. The Building Structure shall be deemed to include only the residential and garage structures from the exterior siding and roof through the surface of the drywall. All wall coverings or paint, or anything in or on the interior of the home or garage, including any appliances, heaters and air conditioners, cabinets, flooring, wall and window coverings, personal

RECORDED BY FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON AS AN  
ACCOMMODATION ONLY. NO LIABILITY IS  
ACCEPTED FOR THE CONDITION OF TITLE  
OR FOR THE VALIDITY, SUFFICIENCY, OR  
EFFECT OF THIS DOCUMENT.

property, light fixtures, pets, automobiles or outbuildings, except a detached garage as described above, are excluded from this definition of Building Structure. The casualty coverage may be obtained on a "blanket" basis.

- (b) The Association may obtain such other and further policies of insurance as it deems advisable. The named insured on the policy may read "River Canyon Estates Homeowners' Association". The casualty insurance to be obtained by the Association pursuant to this paragraph 2.2.1 shall include the following terms, if the Board determines they are reasonably available:
- i) A waiver of subrogation by the insurer as to any claims against the Board, any Owner, or any guest of an Owner;
  - ii) A waiver by the insurer of its right to repair and reconstruct instead of paying cash;
  - iii) A provision that no policy may be canceled, invalidated, or suspended because of the action of an Owner;
  - iv) A provision that no policy may be canceled, invalidated, or suspended because of the conduct of any director, officer, or employee of the Association unless the insurer gives the Association a prior written demand that the Association correct the defect and allows the Association a reasonable time to make the correction; and
  - v) A provision that any "other insurance" clause in any policy shall exclude from its coverage all owners' policies.
- (c) At the discretion of the Board, the Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Corporation, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his/her/their status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of the Articles of Incorporation of the Corporation.

#### 2.2.2 Insurance by the Owners.

- (a) The insurance described in paragraph 2.2.1 (a) above does not provide personal liability coverage for the Owners of Lots 41 through 54 also know as Common Wall Single Family Lots, nor fire or extended casualty coverage insurance for the Owners' personal property, nor the inside surfaces including, but not limited to, appliances, heaters and air conditioners, cabinets, flooring, wall and window coverings, light fixtures and personal property nor the Lot or land on which the Building Structure resides. The responsibility for obtaining insurance that covers at least these items rests solely with the individual Owners of Lots 41 through 54.

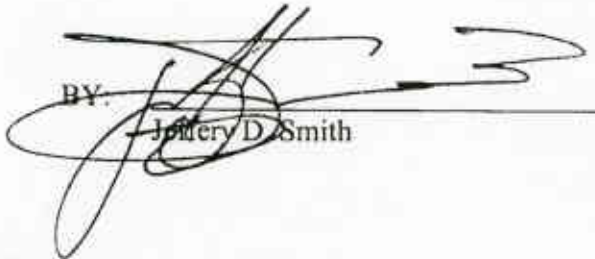
- (b) Owners of Lots other than Common Wall Single Family Lots 41 through 54 are solely responsible for providing all necessary insurance. No Association fire and casualty coverage will be purchased for Lots 1 through 40 inclusive, also known as River Bluff Lots; Lots 55 through 70, Lots 77 through 96 & Lots 126 through 134 inclusive, also know as Intermediate Single Family Lots; Lots 71 through 76 inclusive, also know as Courtyard Lots and Lots 97 through 125 & Lots 135 through 137 inclusive, also know as Carriage House Lots.”

Article XII, Section 1, add subsection 1.7 as follows: The Declarant and/or Builder or other authorized agent shall have the right to use and occupy the clubhouse for any sales and marketing or other purposes deemed necessary by the Declarant and/or Builder during reasonable hours any day of the week until one hundred percent (100%) of the homes within River Canyon Estates including any annexed homes are conveyed to Owners. This use shall include, but not be limited to the right to staff, maintain a desk and display sales collateral.

All other provisions of said Declaration shall remain unchanged.

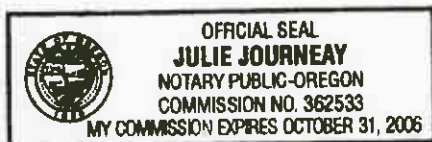
IN WITNESS WHEREOF, the undersigned has hereunder set its hand and seal this 24<sup>th</sup> day of June, 2003.

RIVER CANYON ESTATES, LLC

BY:   
Jeffery D. Smith

STATE OF Oregon )  
 ) ss.  
County of Multnomah )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2003, by Jeffery D. Smith, as President of Oakridge Estates Development Corporations, Mangers for River Canyon, LLC.



  
Notary Public for Oregon  
My commission expires Oct. 31, 2006