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**AFTER RECORDING RETURN TO:**

Karna R. Gustafson  
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DECTs40319-25

Deschutes County Official Records		<b>2019-09593</b>
<b>D-CCR</b>		
Stn=1 BN		<b>03/28/2019 11:43 AM</b>
\$10.00 \$11.00 \$10.00 \$61.00 \$6.00		<b>\$98.00</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		

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as an accommodation only. No  
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effect of this document.

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
FOR STONE CREEK**

The following Amendment amends that certain Declaration of Covenants, Conditions and Restrictions for Stone Creek recorded in the Deschutes County, Oregon Records on April 18, 2016 as No. Instrument 2016-14530 and supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Stone Creek recorded in the Deschutes County, Oregon Records on December 27, 2017 as Instrument No. 2017-51372 (the "Declaration").

Section 4.2.4 is hereby added to the Declaration as follows:

**"4.2.4 Backyard Fencing.** All Homes within Stone Creek are required to have backyard fencing. Construction of fencing surrounding the backyard of a Lot shall commence within thirty (30) days after sale of a Home from the developer or builder to a third party, and shall be completed within seventy-five (75) days after such sale. Each Owner other than Declarant shall obtain the ARC's prior approval of all fencing plans before commencing construction of the fencing. All fencing must be stained. Owners shall be responsible for the maintenance, repair and replacement of the fencing. If the Owner fails to do so, the Association may replace the fencing and may assess the Owner for the cost as an assessment, which may be collected and enforced as any other assessments imposed pursuant to the Declaration and Bylaws."

Section 4.9 is hereby deleted from the Declaration and replaced in its entirety with the following:

**"4.9 Landscaping.** Landscaping for all portions of the Lot visible from the street shall commence within thirty (30) days after sale of a Home from the developer or builder to a third party, and shall be completed within seventy-five (75) days after such sale. Each Owner other than Declarant shall obtain the ARC's prior approval of all landscaping plans before commencing installation of any landscaping. This Section shall apply to Lots with finished Homes being held for sale as well as to other Lots. The Association shall maintain the front yards of each detached, duplex or triplex Home, but not for any Townhome Lot. Provided, however, Owners are responsible for plant replacement and irrigation repairs and replacement. Townhome Lot Owners shall be responsible for all landscaping on their Lot, including plant replacement and irrigation repairs and replacement. Owners shall irrigate their entire yard to keep lawns green and other landscaping fresh. The Association may irrigate from hose bibs connected to individual Homes of Owners who fail to properly irrigate their yards. If plantings on any Lot have died or are dying, the Owner shall replace them. If the Owner fails to do so, the Association may replace the plantings and may assess the Owner for the cost as an assessment,

which may be collected and enforced as any other assessments imposed pursuant to the Declaration and Bylaws."

Section 4.15 is hereby deleted from the Declaration and replaced in its entirety with the following:

"4.15 Fences and Hedges. Fences or boundary hedges require prior written approval of the ARC before installation or replacement."

IN WITNESS WHEREOF the undersigned President and Secretary hereby certify the foregoing Amendment was duly adopted by the requisite percentage of owners and in accordance with the procedures of the Association's governing documents and the Oregon Planned Community Act.

STONE CREEK HOMEOWNERS'  
ASSOCIATION, Oregon nonprofit corporation

By: [Signature]  
Its: President

By: [Signature]  
Its: Secretary

CALIFORNIA  
STATE OF ~~OREGON~~ )  
 ) ss.  
County of LOS ANGELES )

March 27, 2019

Personally appeared before me the above-named GARY G. MILLER who, being duly sworn, did say that he/she is the President of Stone Creek Homeowners' Association, an Oregon nonprofit corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



[Signature]  
Notary Public for ~~Oregon~~ California

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, 2019

\* and that he is the secretary of Stone Creek Homeowner's Association.

Personally appeared before me the above-named \_\_\_\_\_ who, being duly sworn, did say that he/she is the Secretary of Stone Creek Homeowners' Association, an Oregon nonprofit corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon