

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-61130



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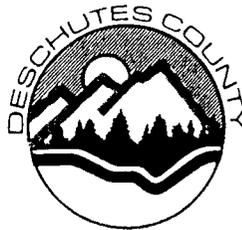
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\$15.00 \$11.00 \$10.00 \$5.00 \$20.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



This page must be included
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AMENDMENT TO CODES, COVENANTS AND RESTRICTIONS

ADDENDUM TO DECLARATION OF CODES, COVENANTS AND RESTRICTIONS FOR SUGAR PINE SUBDIVISION, Recorded in Deschutes County in Book 2002, Page 46812 on August 28, 2002.

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1) Article 2 CONSTRUCTION STANDARDS; SIDEWALK; APRON; CURB AND CURB CUT

Section shall be changed to: The Lot Owner shall complete to the City of Bend Specifications, at their own expense, the sidewalk, apron, curb and curb cut within the street right of way, by July 1, 2004.

2) Article 2 CONSTRUCTION STANDARDS; TREES; LANDSCAPING

Section shall be changed to:

A. The Lot Owner shall complete to the City of Bend Specifications, at their own expense, the following:

The front and side yard, including the street right of way area between the Owners lot line and the City curb adjacent to the lot are to be landscaped within six (6) months after construction start. Landscaping to consist of no less than 20% grass with the balance to be a mix of trees, shrubs and bark dust installed in a professional manner.

B. In addition to the above, Owners of lots 2 and 24 shall complete to the City of Bend Specifications, at their own expense, the following:

Within six (6) months after lot is purchased from Pine Mountain LLC, have an irrigation system with automatic timer professionally installed, which must be connected to an existing irrigation system in the City right of way streetscape. The new system must be capable of handling all the irrigation needs of the existing streetscape system as well as the lot Owners landscaping.

The adjacent lots 1 and 23 temporarily supply the existing streetscape irrigation system's water. Owners of lots 2 and 24 shall have a contractor physically separate their new irrigation system from the existing and return the existing system to full operating condition without causing disruption of the existing systems normal watering schedule within six (6) months after the lot is purchased from Pine Mountain LLC.

3) Article 4 - RESPONSIBILITY FOR MAINTENANCE; Section shall be changed to:

A. Each such Owner shall, at his sole cost and expense, maintain and repair Owner's Lot and the street right of way area between the Owners lot line and the City curb adjacent to Owners lot. Maintenance shall, at a minimum, include irrigation of the landscaping, trimming, repair and replacement of plant materials and irrigation systems as necessary, and general cleanup of the landscaped areas including all landscaping and improvements thereon and all slope banks comprising property adjacent to any private road or drive where such adjoins each Owners' Lot, regular painting of the exterior surfaces of the Dwelling, and maintenance and replacement of the roofing. The cost or maintenance and repair of any Party Wall shall be shared by the respective Lot Owners. "Maintenance" shall include, without limitation, the painting, weather-proofing and cleaning of the items set forth above to keep a clean, safe and sanitary condition necessary to preserve the attractive appearance of each Lot and Dwelling and to protect the values of the entire Property. The standards of such maintenance shall be, at a minimum, in conformance with maintenance standards for similar Dwellings in the area. No rubbish or debris of any kind shall be placed or permitted by an Owner to accumulate upon or adjacent to any Lot, or slope, so as to render such property or portion thereof unsanitary, unsightly, offensive or detrimental to other residents.

B. In addition to the above, the Owners of lots 1 and 23 shall, at their own expense:

Supply sufficient irrigation to the streetscape for the abutting lots on Parrell Rd. until lots 2 and 24 have dwellings completed. Streetscape grass to remain green during growing season. The irrigation systems shall be maintained and winterized as necessary.

**After recording return to AmeriTitle
P.O. Box 752 Bend, OR 97709**

AMENDMENT TO CODES, COVENANTS AND RESTRICTIONS

- 4) Signed and acknowledged by the Owners of at least seventy-five percent (75%) of the Lots.
- 5) Approved by the Declarant, Pine Mountain LLC.
- 6) Effective date of addendum: September 2, 2003.

All other items of the DECLARATION OF CODES, COVENANTS AND RESTRICTIONS FOR SUGAR PINE SUBDIVISION, notwithstanding the above addendum, shall remain in effect and without change.

Declarant:

Pine Mountain LLC


 By: David H. Thorson, manager Date: 09-03-03

Lot Owners:

Pine Mountain LLC/owner of lots 2,4,5,7,8,9,10,12,13,14,20,21,22 and 24

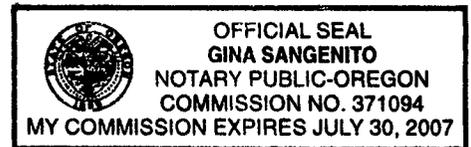

 By: David H. Thorson, manager Date: 09-03-03

State of Oregon
County of Deschutes September 3, 2003

Personally appeared the above named David Thorson, managing member of Pine Mountain LLC, and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS My hand and official seal.


 Notary Public for Oregon
 My commission expires: JULY 30, 2007



Christopher Thorson/owner of lot 23

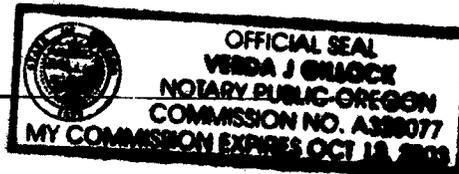
x  Date: 9-2-03

State of Oregon
County of MAXION September 2, 2003

Personally appeared the above named Christopher Thorson, owner of lot 23, and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS My hand and official seal.


 Notary Public for Oregon
 My commission expires: 10/13/03



Verda J. Gillock
 Notary Public Oregon
 Commission No. A328077
 My Commission Expires Oct 13, 2003

AMENDMENT TO CODES, COVENANTS AND RESTRICTIONS

David Thorson/owner of lots 1 and 11

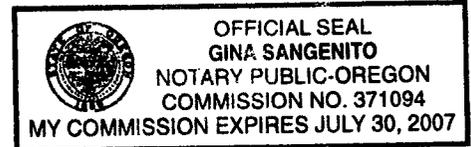
[Signature] Date: 09-03-03

State of Oregon
County of Deschutes September 3, 2003

Personally appeared the above named David Thorson, owner of lots 1 and 11, and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS My hand and official seal.

[Signature]
Notary Public for Oregon
My commission expires: JULY 30, 2007



Robert Thorson/owner of lot 6

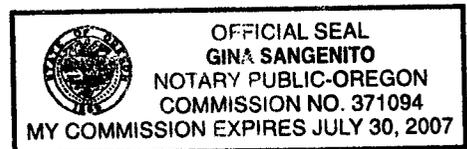
[Signature] Date: 9-3-03

State of Oregon
County of Deschutes September 3, 2003

Personally appeared the above named Robert Thorson, owner of lot 6, and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS My hand and official seal.

[Signature]
Notary Public for Oregon
My commission expires: JULY 30, 2007



After recording return to AmeriTitle
P.O. Box 762 Bend, OR 97709