

After Recording, Return To:

Hayden Homes LLC

Attention: ~~Amy Sandoval~~ **ERIC PETERSON**

2464 SW Glacier Place, Suite 110

Redmond, OR 97756

Deschutes County Official Records **2014-031857**

D-CCR

Stn=3 JS

09/25/2014 12:16:51 PM

\$15.00 \$11.00 \$10.00 \$6.00 \$21.00

\$63.00

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 WESTERLY II**

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTERLY II ("Declaration"), is made as of this 23 day of SEPTEMBER, 2014, by HAYDEN HOMES LLC, an Oregon Corporation ("Declarant").

WHEREAS, the Declaration of Protective Covenants, Conditions and Restrictions for Westerly II, ("**Declaration**") was recorded December 14, 2007, as Document Number 2007-63923, in the records of Deschutes County, Oregon by Vernon C. Palmer, Inc, the original Declarant; and

WHEREAS, Westerly II Bend, LLC obtained Declarant rights from Vernon C. Palmer Inc as recorded in the records of Deschutes County, Oregon as Document Number 2008-43742; and

WHEREAS, Hayden Homes, LLC obtained Declarant rights from Westerly II Bend, LLC on August 13, 2014 as recorded in the records of Deschutes County, Oregon as Document Number 2014-026307; and

WHEREAS, the undersigned Declarant desires to amend the above-referenced Declaration in accordance with Article 10, Sections 10.6 and 10.9, and has met the consent and ownership provisions stated therein.

NOW THEREFORE, Declarant hereby declares as follows:

1. Amendment. Section 1.6 of the Declaration is amended as follows:

1.6 Declarant The sentence "Declarant shall not refer to any other subsequent purchaser or a Lot or Home." **is deleted and replaced with** "Declarant shall not refer to any other subsequent purchaser of a Home."

2. Amendment. Section 3.3 of the Declaration **is amended** as follows:

3.3 Easements. The sentence "These include easements for public pedestrian and bicycle access, sanitary sewer easements, storm drainage, access and public utility easements and specifically, the private alley easements ("Private Alleys") running north and south between Lots 46 through 55 and Lots 56 through 65, the storm water

drainage wells located on Exhibit "B" and the Entry Site Plan ("Entry Site") depicted on Exhibit "C". **is deleted and replaced with:**

"These include easements for public pedestrian and bicycle access, sanitary sewer easements, storm drainage, access and public utility easements and specifically, the private access easement providing entrance to Lots 22 and 23 and the private alley easements ("Private Alleys") running north and south between Lots 46 through 55 and Lots 56 through 65, the storm water drainage wells located on Exhibit "B" and the Entry Site Plan ("Entry Site") depicted on Exhibit "C"."

3. Amendment. The following shall be added to the end of section 3.3 (c):

"In addition, the Association shall also reserve an easement for maintenance of the perimeter vinyl fence along Lots 1-15, as further described in section 4.15, and for maintenance and snow removal on the private access easement on Lots 22 and 23."

4. Amendment. Section 4.5 of the Declaration is amended as follows:

4.5 Landscaping. The sentence "The Association shall maintain the irrigation and landscaping on the entry monument(s)" **is deleted and replaced with** "The Association shall maintain the irrigation and landscaping on the entry monument(s), including the parking strip on the northern Lot line of Lot 10 and the parking strip on the southern Lot line of Lot 11."

5. Amendment. The following shall be **added** to the end of Section 4.15 of the Declaration:

"The perimeter vinyl fence along the western Lot line of Lots 1-15, and extending along the northern Lot line of Lot 10 and the southern Lot line of Lot 11, shall be maintained by the Association. Any gates or additional sections of fencing connected to the end of the perimeter fence on Lots 10 or 11 shall be maintained by the Owner of the respective Lot. No alterations may be made to the vinyl perimeter fence without approval from the ARC.

6. Amendment. Section 9.3 of the Declaration is hereby **deleted in its entirety and is replaced** with the following:

(a) Assessments are to be levied against all Lots, except those owned by the Declarant, or any successor Declarant who acquires all of the platted Lots in a bulk purchase, whether or not such Lots have been improved with a substantially completed Home. Provided, however, that no Assessment shall be levied against any Lot, until such time as it is first conveyed to a purchaser other than Declarant or Declarant's assignee. Assessments for all Lots conveyed by the Declarant to a Purchaser/Owner, either by deed or land sales contract, shall begin on the day of the recording of the deed or land sale contract conveying or contracting to convey the Lot to the new Owner, or October 1, 2014, whichever date is later.

(b) In lieu of paying operating assessments, Declarant will contribute, in a timely manner non-refundable monies to the Association in order to support budgeted, or previously agreed to, operating costs in excess of current Association revenues, so long as


(c) Notwithstanding Section 9.3(a), to the extent required by law, Reserve Fund Assessments shall begin accruing on each platted Lot from the date of the first Lot as the Property becomes subject to assessment under Section 9.3(a); provided, however, that the Declarant may defer payment of any accrued reserve assessment for a Lot under this Section 9.3(c) until the date such Lot is first conveyed to a purchaser other than Declarant or Declarant assignee, but no later than Turnover. The books and records of the Association shall reflect the amount owing from Declarant for all such Reserve Fund Assessments.

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

HAYDEN HOMES, LLC,
An Oregon Corporation,

[Handwritten signature]

STATE OF OREGON)
County of Deschutes) ss.
)

 OFFICIAL SEAL
KIMBERLY D GUTHRIE
NOTARY PUBLIC-OREGON
COMMISSION NO. 458862
MY COMMISSION EXPIRES JULY 18, 2015

Kimberly D. Guthrie
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7.18.20