

After Recording, Return To:
Hayden Homes, LLC.
Attn: Kristi Dexter
2464 SW Glacier Place, Suite 110
Redmond, OR 97756

Deschutes County Official Records **2017-038715**
D-CCR
Stn=0 BN **09/28/2017 09:34:00 AM**
\$10.00 \$20.00 \$6.00 \$11.00 \$21.00 **\$68.00**

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

**ANNEXATION AND FIRST AMENDMENT TO
THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OBSIDIAN TRAILS HOMEOWNERS ASSOCIATION**

THIS ANNEXATION AND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF OBSIDIAN TRAILS ("Amendment and Annexation") is made as of this 20th day of SEPTEMBER, 2017, by **HAYDEN HOMES, LLC**, an Oregon limited liability company ("**Declarant**").

WHEREAS, the Declaration of Protective Covenants, Conditions and Restrictions for Obsidian Trails ("Declaration") was recorded November 8, 2016, as Document No. 2016-46518 in the records of Deschutes County, Oregon; and

WHEREAS, Declarant has recorded the Plat for "Obsidian Trails Phase 2" as Document No. 2017- 35410 in the records of Deschutes County, Oregon; and

WHEREAS; the undersigned Declarant desires to annex the Lots and Tracts of Obsidian Trails, Phase 2 into the existing Declaration, and subject all Lots and Tracts to the provisions of the Declaration, in accordance with Article 2, Section 2.2 of said Declaration; and

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

NOW THEREFORE, said Declaration is hereby amended and supplemented as follows:

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title or for the validity, sufficiency
or effect of this document.

1. ANNEXATION

A. Property Annexed. Declarant hereby declares that all of the property described below (the "Additional Property") shall be annexed to Obsidian Trails and the Declaration, and that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration:

**All real property within that certain Plat entitled
"Obsidian Trails, Phase 2" filed in the Plat Records
of Deschutes County, Oregon.**

B. Land Classifications. All of the land within the Additional Property annexed hereby is included in one or another of the following classifications:

**Building Lots 30 through 59 of Obsidian Trails,
Phase 2, as shown on the Plat; and**

Common Area Tracts C-G, as shown on the Plat.

C. Easements. The Lots and Common Area Tracts are subject to the easements shown, or noted, on the Plat of Obsidian Trails, Phase 2. These shall include, but are not limited to, sewer, utility, irrigation, and access easements.

a. Common Areas. Common areas, if any, shall be labeled as a "Tract" on the Plat of Obsidian Trails, Phase 2. As per the Plat, the Common Area Tracts or Lots are owned and maintained as follows, for the benefit of all Association members:

- i. Tract C shall be owned and maintained by the Obsidian Trails Homeowners Association, and shall be open space.
- ii. Tract D shall be owned and maintained by the Obsidian Trails Homeowners Association, and shall be open space.

- iii. Tract E shall be owned and maintained by the Obsidian Trails Homeowners Association, and shall be open space.
- iv. Tract F shall be owned and maintained by the Obsidian Trails Homeowners Association, and shall be a park.
- v. Tract G shall be owned and maintained by the Obsidian Trails Homeowners Association, and shall be open space.

2. AMENDMENT TO THE DECLARATION.

A. Amendment. Section 4.15 shall be **removed and replaced** with the following:

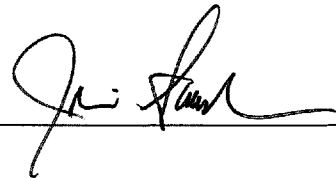
4.15 Fences. No fences or boundary hedges shall be installed without prior written approval of the ARC. Any fencing located on the Common Areas will be maintained by the Association. Any fencing installed on Owner's Lots either by Owner, or by Declarant, will be the responsibility of the Owner to maintain, and shall be maintained in a condition acceptable to the Board and the ARC. Installation of side and backyard fencing is mandatory, and must be installed within 6 months of possession of the Home. Fences shall not exceed six (6) feet in height from the finished Lot grade on the highest side. No side yard fencing may extend closer to the front of the yard than the leading edge of the Home constructed or to be constructed on such Lot, except as approved by the ARC. The ARC shall permit cedar wood fences, and they shall be stained with a clear stain to protect against decay. Chain link fences are prohibited, unless approved by the ARC for an animal containment area, or originally installed by the Declarant. In no case will a chain link enclosure be visible from the street or any adjacent Lots, except that originally installed by the Declarant. All wood fencing shall be of either "solid Board" or "Good Neighbor" design. On street sides and open spaces, the "Solid Board Finished Side" shall face away from the home. All fence materials, designs, and colors are subject to approval of the ARC in its sole discretion, and all local setbacks must be obeyed. No permitted front yard fence shall be taller than 3 feet and no side or rear fencing shall be taller than 6 feet.

All other provisions of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned Declarant of Obsidian Trails has hereunder set his hand this 26th day of SEPTEMBER, 2017, acknowledging the approval of this Annexation of the Lots in Obsidian Trails, in accordance with Article 2, Section 2.2 of the Declaration, and of the amendment in accordance with Article 11, Section 11.9 of the Declaration.

HAYDEN HOMES, LLC.

An Oregon Limited Liability Company,



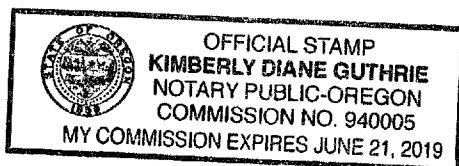
By: Jim Sansburn

Title: VP Finance

Date: 9/26/2017

STATE OF OREGON)
) SS.
County of Deschutes)

The foregoing instrument was acknowledged before me on this 26 day of September 2017, by Jim Sansburn, the VP Finance for Hayden Homes, LLC.



Kimberly D. Guthrie

Notary Public for Oregon

My Commission Expires: 6.21.2019