

BT 113588 TH 8-8-09
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DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2009-42395



\$68.00

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\$25.00 \$11.00 \$16.00 \$10.00 \$6.00

AFTER RECORDING RETURN TO:

Brian L. Gingerich
Schwabe, Williamson & Wyatt, P.C.
549 SW Mill View Way, Suite 100
Bend, OR 97702

**UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO:**

Arrowood Development, LLC
c/o John P. Lietz
250 NW Franklin Avenue, Suite 203
Bend, OR 97701

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR POINTS WEST**

Dated: August 1, 2009

Recitals

1. Whereas the Declaration of Covenants, Conditions and Restrictions for Points West (the "Declaration") was recorded on November 15, 2007 at 2007-5985 in the official records for Deschutes County, Oregon and amended by instrument recorded June 27, 2008 at 2008-27767 official records for Deschutes County, Oregon ("First Amendment"); and

2. Whereas Declarant and all of the record owners for property within the Points West Planned Unit Development ("Points West") wish to amend certain provisions in the Declaration as follows.

Agreement

1. **Amendments.**

1.1 **Common Tract E.** The area defined in Exhibit A to the Declaration as "Common Tract E" is no longer owned by Declarant and is not part of Points West. Common Tract E is owned by the Elkai Woods Homeowners Assn. and was conveyed to Elkai Woods Homeowners Assn. by way of Bargain and Sale Deed recorded June 12, 2009 at 2009-24815 in the official records for Deschutes County, Oregon. All references to Common Tract E in the Declaration are hereby stricken, including but not limited to those references to Common Tract E in the Recitals and Articles 1.8 and 2.1.

1.2 **Landscape Management Area.** Attached to this Amendment as Exhibit A is a map depicting an area located on Lots 11 through 18 of Points West. That area is identified as the "Landscape Management Area." The property identified as the Landscape Management

Area is subject to an easement for the benefit of the Points West Homeowners' Association and its neighbor, the Elkai Woods Townhome Planned Unit Development and its homeowners' association known as the Elkai Woods Homeowners Assn. The Easement establishing the Landscape Management Area restricts the use of property within the Landscape Management Area and prohibits the construction or placement of improvements or structures of any kind on or within the Landscape Management Area. The intent of the Landscape Management Area is to preserve that area with landscaping and natural vegetation consistent with the landscaping and vegetation in Points West and Elkai Woods. The Points West Homeowners' Association is obligated to maintain the Landscape Management Area and enforce the restrictions set forth in the easement creating the Landscape Management Area.

1.3 Rules Regarding Rentals. This Amendment supersedes the provisions in the First Amendment except paragraphs 4.8.1, 4.8.2 and 4.8.3. The original language in Sections 4.8.1 and 4.8.3 is restored.

1.4 Paragraph 4.8.2. Paragraph 4.8.2 shall now read as follows:

4.8.2. Minimum Rental Period. The period of the rental or lease is not less than thirty (30) days. The intention of Section 4.8 is to restrict rentals within Points West to periods of thirty days or longer. This restriction shall not apply to Lots 3, 4, 5, 17, 18, 45 and 46 (the "Excepted Lots"). The owners of the Excepted Lots shall be allowed to enter into rental agreements and leases for periods less than thirty days subject to all of the other requirements set forth in the Declaration.

2. Additional Amendments.

2.1 Amendments to Recitals. As noted above, all references to Common Tract E are hereby deleted.

2.1.1 Paragraph 3. Paragraph 3 of the Recitals are amended to include the following sentence.

Lots 11 through 18 of Points West are subject to an easement creating a Landscape Management Area as referenced above under the terms of a recorded easement. In addition to these declarations, any rules or regulations, owners should make themselves familiar with the Landscape Management Area and the restrictions thereon.

2.1.2 Paragraph 8. Paragraph 8 of the Recitals is amended to read as follows:

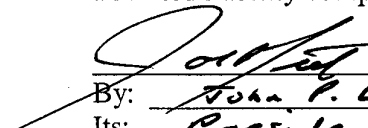
The Points West Property is located adjacent to a condominium/hotel facility currently known as Seventh Mountain Resort and formerly known as The Inn at the Seventh Mountain ("SMR"), a townhome development known as the Elkai Woods Townhome Development and a golf course commonly known as

Widgi Creek. Some of the lots are directly adjacent to golf course property and are subject to the risks and activities inherent in property ownership and proximity to golf activities including golf balls, golf related traffic and golf course maintenance. Lots 11 through 18 are subject to the Landscape Management Area easement recited above.

3. Conflicts and Effect of these Amendments. To the extent these amendments conflict with any provision in the Declaration, these amendments shall control. However, the intent of these amendments is that they be read in conjunction with the Declaration so that meaning is given to every term contained in the Declaration and these amendments. Except as otherwise modified by this Amendment, all of the terms of the Declaration shall remain in full force and effect.

Dated: September 22, 2009.

ARROWOOD DEVELOPMENT, LLC,
a limited liability company


By: John P. Lietz
Its: President

STATE OF OREGON)
) ss.
County of Deschutes)

On this 22nd day of September, 2009, personally appeared
John P. Lietz of ARROWOOD DEVELOPMENT, LLC who acknowledged the foregoing instrument as their voluntary act and deed.


NOTARY PUBLIC FOR OREGON
My commission expires: Sept 23, 2010

(additional signatures to follow)



Dated: Sept 16, 2009.

BHELM, LLC, a limited liability company

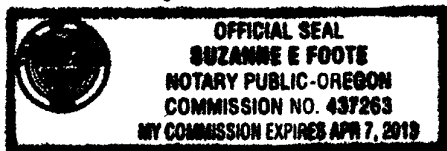
By: _____
As: _____

STATE OF OREGON)

) ss.

County of Deschutes)

On this 16th day of September, 2009, personally appeared
Barry Helm of BHELM, LLC who acknowledged the foregoing instrument as
their voluntary act and deed.



Suzanne E. Foote
NOTARY PUBLIC FOR OREGON
My commission expires: _____

Dated: _____, 2009.

Stephen R. Beard
Owner, Lot 49

STATE OF OREGON)

) ss.

County of Deschutes)

On this _____ day of _____, 2009, personally appeared STEPHEN R.
BEARD who acknowledged the foregoing instrument as his voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My commission expires: _____

Dated: Sept 16, 2009.

BHELM, LLC, a limited liability company

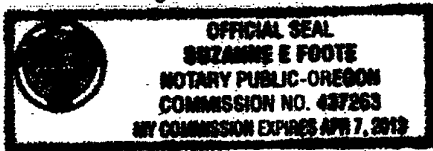
By: _____
As: _____

STATE OF OREGON)

) ss.

County of Deschutes)

On this 16th day of September, 2009, personally appeared
Barry Helm of BHELM, LLC who acknowledged the foregoing instrument as
their voluntary act and deed.



Suzanne E Foote
NOTARY PUBLIC FOR OREGON
My commission expires: _____

Dated: September 25, 2009.

S. R. Beard

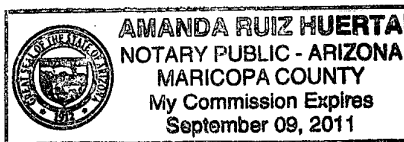
Stephen R. Beard
Owner, Lot 49

STATE OF OREGON)

) ss.

County of Deschutes)

On this 25 day of September, 2009, personally appeared STEPHEN R.
BEARD who acknowledged the foregoing instrument as his voluntary act and deed.



Amanda Ruiz Huerta
NOTARY PUBLIC FOR OREGON
My commission expires: 9/9/2011