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Lee Kersten
260 Country Club Road #210
Eugene, OR 97401

Send Tax Statements to:
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Division of Chief Deputy Clerk
Lane County Deeds and Records

2006-045568



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SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF SUNSET MEADOWS, A PLANNED UNIT DEVELOPMENT
LANE COUNTY, STATE OF OREGON

This amendment is made effective the 2nd day of May, 2006, to that certain Declaration of Covenants, Conditions, and Restrictions of Sunset Meadows, a Planned Unit Development, Lane County, State of Oregon, dated October 23, 1979, and recorded on November 20, 1979, as 1037R, Instrument No. 7969255, Lane County Oregon Official Records, and amended by an Amendment to Declaration of Covenants, Conditions, and Restrictions of Sunset Meadows, a Planned Unit Development dated April 18, 1980, and recorded as Instrument No. 8029256, Lane County Oregon Official Records.

Article X, Section 1 is amended to read:

Article X, Section 1

Section 1. Maintenance of the Common Areas and Exterior Maintenance. The Association shall maintain or provide for the maintenance of the common areas. In addition, the Association shall provide exterior maintenance upon and for each residence location subject to assessment hereunder, including, without being limited to the following: paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, fences, trees, shrubs, grass, landscaped areas, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Further, the Association shall provide maintenance and repair to all building drains and building sewers which lie in, on or under the common areas and the residence locations. In the event the need for such maintenance or repair is caused through the willful or negligent act or omission of the owner, his family, tenants, guests or invitees, the cost of such maintenance or repair may, in the discretion of the Directors, be added to and become a part of the assessment to which such residence location is subject, and a lien and enforceable in the same manner. Damage caused by flood shall be the responsibility of each Owner and not included in the maintenance provided by the Association. The Association will assess each residence location based upon the proportionate share that it will cost to maintain and repair said exterior portion of the said improvements situated thereon.

Article XIII, Section 6 is amended to read:

Article XIII, Section 6

Section 6. Insurance. The Association shall at all times cause the various units and all other buildings and improvements to be insured with broad form fire and extended coverage insurance for the full replacement value thereof. Individual members of the

Association shall provide their own personal property insurance, personal liability insurance, and flood insurance if so desired.

Except as amended by this instrument, and by the Amendment dated April 18, 1980, the Declaration of Covenants, Conditions, and Restrictions of Sunset Meadows, a Planned Unit Development, Lane County, State of Oregon, referred to above, is and the same are hereby ratified and restated herein as though fully incorporated herein.

Dated: June 27, 2006.

Sunset Meadows, A Planned Unit Development

By: Laurel Hanley
Its: President

STATE OF OREGON)
) ss.
County of Lane)

Personally appeared before me on June 27, 2006, the above-named Laurel Hanley and acknowledged the foregoing instrument to be his/her voluntary act and deed as President of Sunset Meadows, A Planned Unit Development.

Kim Moore
Notary Public for Oregon

