

AMENDMENT TO
THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NEWPORT HILLS

The Covenants, Conditions and Restrictions of Newport Hills ("C,C & R's") recorded as document No. 94-29597 in the office of the County Recorder of Deschutes County, Oregon, and covering the real property known as Lots 1 through 89, of the Forest Hills Subdivision, Phases I, II, III and IV, County of Deschutes, State of Oregon, are hereby amended by BNH Construction Corp., an Oregon corporation ("BNH"), "Declarant" in such Covenants, Conditions and Restrictions, with the written consent and approval of the Owners of greater than 51% of the Lots subject to such C,C & R's.

Subsection 4.14 of Section 4 is amended in its entirety to provide as follows:

"4.14 Parking, Recreational Vehicles.

A minimum of two enclosed garage parking places shall be provided for each Lot. Parking on any street, whether public or private, which adjoins any Lot, shall not be allowed for any house trailer, travel or camping trailer, commercial vehicle (except when actually rendering services), motorhome, boat trailer, boats, trucks, motorcycle or incapacitated motor vehicle. No such vehicle or equipment shall be parked or placed on any Lot for any period over two (2) days (or portions thereof), and in no event for a total of more than four (4) days (or portions thereof) in any calendar month, unless kept in a fully enclosed garage or in a place designed specifically for this purpose and which is screened by a fence which meets the requirements of Section 6; provided that the vehicle or equipment is not higher than the fence permitted in Section 6. Garage doors shall remain closed except when the garage is in use, but in no event shall any vehicle or equipment be repaired except within a garage with garage doors closed or within a fully screened area. Each Owner specifically agrees, for himself and for his guests, tenants and invitees, that the provisions of this Section 4.14 represent a personal, fully enforceable agreement and commitment, enforceable by Declarant, any other Owner or the

HOA, if formed, not to park any vehicle or equipment in violation of this Section 4.14."

In all other respects, such Covenants, Conditions and Restriction are ratified and confirmed.

The undersigned, on behalf of BNH Construction Corp. and the Owners of greater than 51% of the Lots of Newport Hills, certify that the above Amendment was adopted in accordance with the Declaration of Covenants, Conditions and Restrictions for Newport Hills.

BNH Construction Corp.

By: 

its: PRESIDENT


STATE OF OREGON)

) ss.

COUNTY OF DESCHUTES)

On this 4th day of December, 1997, before me, the undersigned Notary Public, personally appeared MELVYN MASON, President of BNH Construction Corp., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the entity upon behalf of which he acted executed the instrument.

WITNESS my hand and official seal.


Notary Public



STATE OF OREGON)
COUNTY OF DESCHUTES)

MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

97 DEC -4 PM 2:39

MARY SUE PENHOLLOW
COUNTY CLERK

DEPUTY