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Deschutes County Official Records **2020-33591**
D-CCR
Stn=1 BN **07/14/2020 09:53 AM**
\$15.00 \$11.00 \$10.00 \$61.00 \$6.00 **\$103.00**

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

After Recording Return to:
Empire Westgate LLC
63026 NE Lower Meadow Dr., Suite 200
Bend, Oregon 97701
Attn: Kevin Spencer

**AMENDMENT NO. 1 TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
WESTGATE**

THIS AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WESTGATE (this "**Amendment No. 1**"), to be effective upon its recording in Deschutes County, Oregon, is made and executed on the date hereinafter set forth by **EMPIRE WESTGATE LLC**, an Oregon limited liability company, hereinafter referred to as the "**Declarant**" and **WESTGATE HOMEOWNERS ASSOCIATION**, an Oregon nonprofit corporation, hereinafter referred to as the "**Association**".

WITNESSETH

Declarant caused that certain **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WESTGATE** (the "**Declaration**") to be recorded in the real property records of Deschutes County, Oregon on February 18, 2020 as Instrument Number 2020-07121, and to be re-recorded on February 20, 2020 as Instrument Number 2020-07529, and caused that certain **FIRST DECLARATION OF ANNEXATION OF REAL PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WESTGATE** to be recorded in the real property records of Deschutes County, Oregon on April 2, 2020 as Instrument Number 2020-14776.

Declarant and the Association desire to amend the Declaration to correct an error in Section 5.2 of the Declaration.

This Amendment No. 1 was approved by the affirmative vote of Owners representing 91% of the Homesites and the consent of the Class B Member of the Association as required by Section 16.2 of the Declaration.

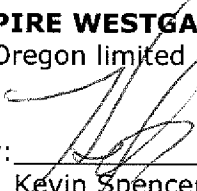
NOW THEREFORE, the Declarant and the Association hereby amend and restate Section 5.2 in its entirety as follows:

5.2 Association to Hold Title to Common Areas and Conservation Area. Except for the portions thereof dedicated to the public or any governmental or quasi-governmental authority, title to the Common Areas (other than easements) shall be conveyed to and shall be accepted by the Association from Declarant AS IS, but free and clear of monetary liens (except for nondelinquent taxes and assessments) on or before the Turnover Meeting. Without limiting the generality of the foregoing, the conveyance of the Common Areas shall be made subject to such easements and/or dedications as Declarant may retain and/or choose to grant to third parties. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Maintenance

Areas, including any Common Areas that may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any additional Common Area. Following the conveyance of the Common Areas to the Association, the dedication, mortgage, or conveyance of any Common Areas shall require the affirmative vote of at least eighty percent (80%) of the Class A Member voting rights and consent of the Class B Member. Anything in this Declaration to the contrary notwithstanding, neither Declarant nor the Association may dedicate or convey any portion of the Conservation Area or any interest therein to any person or entity for recreational uses or any other use that allows public access to the Conservation Area or otherwise interferes with preserving the Conservation Area for wildlife habitat or is otherwise inconsistent with the terms of the Revised Wildlife Habitat and Forest Health Management Plan, WPMP or WHMP that are applicable to the Conservation Area, excepting only the right to grant an easement to the Bend Park & Recreation District for trail access from the Property to Shevlin Park in the general location shown on the Revised Wildlife Habitat and Forest Health Management Plan, and the Board of Directors of the Association are authorized to grant such easement without further approval by the Owners.

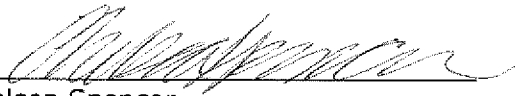
IN WITNESS WHEREOF, the Declarant and the Association have caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of this 13th day of July, 2020.

DECLARANT and Class B Member: **EMPIRE WESTGATE LLC,**
an Oregon limited liability company

By: 
Kevin Spencer
Its: Manager

ASSOCIATION: **WESTGATE HOMEOWNERS ASSOCIATION**
an Oregon nonprofit corporation

By: 
Kevin Spencer
Its: President

By: 
Chelsea Spencer
Its: Secretary

STATE OF OREGON }
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COUNTY OF DESCHUTES }

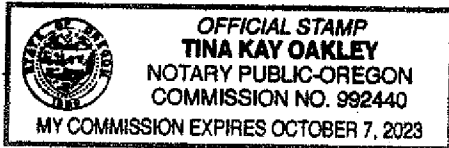
The foregoing instrument was acknowledged before me the 13th day of July 2020 by Kevin Spencer, as Manager of **Empire Westgate LLC**, an Oregon limited liability company, on behalf of **Empire Westgate LLC**.



Tina Kay Oakley
Notary Public, State of Oregon
My Commission Expires: 10/7/2023

STATE OF OREGON }
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COUNTY OF DESCHUTES }

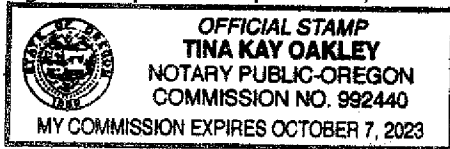
The foregoing instrument was acknowledged before me the 13th day of July 2020 by Kevin Spencer, as President of **Westgate Homeowners Association**, an Oregon nonprofit corporation, on behalf of **Westgate Homeowners Association**.



Tina Kay Oakley
Notary Public, State of Oregon
My Commission Expires: 10/7/2023

STATE OF OREGON }
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COUNTY OF DESCHUTES }

The foregoing instrument was acknowledged before me the 13th day of July 2020 by Chelsea Spencer, as Secretary of **Westgate Homeowners Association**, an Oregon nonprofit corporation, on behalf of **Westgate Homeowners Association**.



Tina Kay Oakley
Notary Public, State of Oregon
My Commission Expires: 10/7/2023