



Recording Instrument #: 201000595
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Deputy: tromeyn

AFTER RECORDING RETURN TO:

Reserve at Gearhart, LLC
12360 N.E. 8th Street, Suite 100
Bellevue, Washington 98005

**SECOND AMENDMENT TO THE DECLARATION OF DEED RESTRICTIONS,
DEDICATIONS,
COVENANTS AND CONDITIONS
OF
THE NORTH SHORE AT GEARHART**

Grantor: RESERVE AT GEARHART, LLC, a Washington limited liability company

Grantee: RESERVE AT GEARHART, LLC , a Washington limited liability company

Short Legal Description: Lots 1 thru 130 of the Plat of North Shore at Gearhart, recorded under Recording Number 2007-06140, Records of Clatsop County, Oregon.

Assessor's Property Tax Parcel/Account Number(s): 71034-809

Reference Number(s) of Prior Document being re-recorded 200706139, 200804702

**SECOND AMENDMENT TO THE DECLARATION OF DEED RESTRICTIONS,
DEDICATIONS, COVENANTS, AND CONDITIONS
OF THE NORTH SHORE AT GEARHART**

THIS SECOND AMENDMENT TO THE DECLARATION OF DEED RESTRICTIONS, DEDICATIONS, COVENANTS, AND CONDITIONS (herein this "Second Amendment"), is made on the date hereinafter set forth by the RESERVE AT GEARHART, LLC, a Washington limited liability company (herein "Declarant") with regard to the following:

RECITALS:

A. Declarant is the owner of certain real property located in the County of Clatsop, State of Oregon commonly known as the "Plat of North Shore at Gearhart", a residential subdivision that was recorded under Clatsop County Recording Number 2007-06140, Records of Clatsop County, Oregon on June 15, 2007 (herein the "Property"). The Property has been subdivided into one hundred and thirty (130) single family residential building Lots (herein collectively: the "Lots" and singularly: a "Lot").

B. Declarant has imposed upon the Property and the Lots a common plan of development, maintenance and repair pursuant to the terms and provisions of the "Declaration of Deed Restrictions, Dedications, Covenants, and Conditions recorded on June 4, 2007 under Clatsop County Recording Number 200706139 (the "Declaration"). The Declaration was amended by the First Amendment thereto dated as of the 16th day of May, 2008, which First Amendment was recorded under Clatsop County Recording Number 200804702 (the "First Amendment").

C. Pursuant to the terms of Subsection 13.3.4 of the Declaration, Declarant has reserved the right and authority to amend and to supplement the terms of the Declaration. This Second Amendment represents the amendment to the Declaration by the Declarant. The terms of the First Amendment and this Second Amendment, in conjunction with the Declaration shall be binding upon all persons or entities who may now or hereafter claim an interest in any portion of the Property described herein or any Lots now or hereafter subdivided or developed there from (herein collectively "Owners").

NOW THEREFORE, in consideration of the authority granted pursuant to the terms of the Declaration and in consideration of the need to create, reserve and establish the aesthetic values, amenities and property values of the Lots established from the Property, Declarant for itself, its successors and assigns and all present and future Owners of all or any portion of the Property or any of the Lots subdivided from the Property hereby declares, covenants, warrants and establishes as follows:

1. Incorporation by Reference, Capitalized Terms. The terms, conditions and provisions of the Declaration and of the First Amendment are incorporated into this Second

Amendment by this reference as if set forth in full at this point. All capitalized terms in this Second Amendment that are not otherwise defined herein shall have the same meaning as the same capitalized term in the Declaration and in the First Amendment.

2. Amendments and Additions to Existing Provisions of the Declaration

2.1 Roof and Siding. Section 4.14 of the Declaration, second sentence thereof is changed to read as follows: No flat roof or other roof with a pitch less than 8 inches in 12 inches shall be allowed.

2.2 Vegetated Swale. The following is hereby added to Section 4.32 of the Declaration:

Each of the Owners shall keep the Vegetated Swale clear of all invasive plants as a part of landscaping maintenance of the Lot. This is meant to include all plants that sprout and grow with the sole exception of grasses whether planted or occurring naturally. The Owners shall keep the Swale grass clipped during the growing season to a height not to exceed 1' (one foot) as a courtesy to all other Owners in The Reserve and as an added benefit to help minimize ongoing costs incurred by the Association. If it becomes necessary for the Association to arrange maintenance for an overgrown Swale, the Owner of the Lot over which the Swale is located shall be charged at cost for the contractor's bill for the clean-up along with a reasonable administrative fee. Any such unpaid charges may become a lien upon the Lot.

3. Miscellaneous.

3.1 No Further Amendment. Except for the amendment to the Declaration as set forth in the First Amendment and in this Second Amendment, the Declaration remains unamended and in full force and effect and binding upon all Lots upon the Property and upon all Owners of the Lots.

3.2 Controlling Document. Should any of the terms, covenants, declarations and conditions of the Declaration or the First Amendment conflict with the terms, covenants, declarations and conditions of this Second Amendment, then the terms, covenants and conditions of this Second Amendment shall control.

3.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3.4 Waiver. In the event that the Association or an Owner in any instance fails to insist upon the strict compliance with the terms, conditions, requirements and

provisions of this Second Amendment, or fails to exercise any right contained herein, or fails to serve any notice or to institute any action, such failure shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction set forth herein. In the event that the Association or an Owner fails to take any action to enforce any provision of this Second Amendment or in the event that the Association or an Owner are deemed to have waived any requirement set forth herein, such waiver shall not be effective as to other actions or undertakings and shall not be deemed to be a permanent waiver and release unless such waiver and release is expressed in writing and signed by the Association.

3.5 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, firm or firms, corporation or corporations may require. This Second Amendment is to be read with all changes of number and gender required by the context. Any reference herein to "days" means consecutive calendar days. Words used herein shall have their usual and ordinary meaning, except as specifically defined herein or in any other documents recorded with respect to the Property.


3.6 Liberal Construction. The provisions of this Second Amendment shall be liberally construed to effectuate the intent of this Second Amendment to create a uniform plan for the development and appearance of the Improvements now or hereafter Constructed on any Lot within the Property, and the Lots themselves and the Landscaping thereof.

3.7 Headings. The headings of the Articles and Sections of this Second Amendment are for convenience only, do not in any manner affect, limit or amplify the provisions hereof and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Second Amendment.

3.8 Binding Effect. These easements, restrictions, reservations, charges, liens, covenants and conditions set forth in this Second Amendment and in the Declaration and in the First Amendment shall run with the land and shall be binding on all Owners of the Lots and all persons claiming under them for a period of thirty (30) years from the date of recording of the Declaration, after which time the terms of the Declaration, as amended by the terms of the First Amendment and this Second Amendment shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by a majority of the then-Owners of the Lots, has been recorded, agreeing to change the provisions of this Second Amendment and/or the Declaration in whole or in part.

IN WITNESS WHEREOF, the undersigned has hereunto made and executed this Second Amendment as of this 20 day of ~~September, 2009~~ 2010
JANUARY

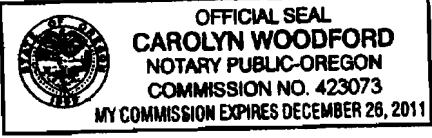
RESERVE AT GEARHART, LLC, a Washington
limited liability company

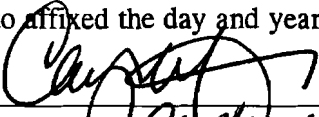

JEFF HOWARD, its Managing Member

STATE OF ~~WASHINGTON~~ ^{Oregon})
COUNTY OF ~~KING~~ ^{Clatsop}) SS

On this ~~20TH~~ ^{JANUARY 2010} day of ~~September, 2009~~, before me, the undersigned, a Notary Public, personally appeared JEFF HOWARD, to me known to be the MANAGING MEMBER of RESERVE AT GEARHART, LLC. that executed the within instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.




NAME: Carolyn Woodford
(Print Name)
Notary Public in and for the State of Washington
Commission Expires: 12-26-11