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AFTER RECORDING RETURN TO:  
Reserve at Gearhart, LLC  
12360 N.E. 8th Street, Suite 100  
Bellevue, Washington 98005

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**FIRST 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

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

THIS FIRST AMENDMENT TO THE DECLARATION OF DEED RESTRICTIONS, DEDICATIONS, COVENANTS, AND CONDITIONS (herein this "First 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").

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 First Amendment represents the amendment to the Declaration by the Declarant. The terms of this First 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 hereby declares, covenants, warrants and establishes as follows:

1. Incorporation by Reference, Capitalized Terms. The terms, conditions and provisions of the Declaration are incorporated into this First Amendment by this reference as if set forth in full at this point. All capitalized terms in this First Amendment that are not otherwise defined herein shall have the same meaning as the same capitalized term in the Declaration.

2. Amendments and Additions to Existing Provisions of the Declaration

2.1 Driveway Surfacing. Section 4.19 of the Declaration is amended to delete there from the reference to "asphalt" as an acceptable driveway surface. All driveways must be constructed of concrete.

2.2 Construction Related Clean-up. The provisions of the first paragraph of Section 4.2 of the Declaration that currently reads as follows:

"Construction Activity. The provisions of this Declaration shall not be exercised to prohibit: (i) the Construction by an Owner of a Home or an Improvement upon a Lot so long as such Construction is in strict compliance with this Declaration, or (ii) the storage, during the course of Construction, of reasonable amounts of construction materials and equipment on said Lot as may be required for the Construction of the approved Home or Improvement on a Lot. Provided, such storage may continue for only such time as may be deemed reasonable by the Committee."

Is hereby amended to read as follows:

"Construction Activity. The provisions of this Declaration shall not be exercised to prohibit: (i) the Construction by an Owner of a Home or an Improvement upon a Lot so long as such Construction is in strict compliance with this Declaration, or (ii) the storage, during the course of Construction, of reasonable amounts of construction materials and equipment on said Lot as may be required for the Construction of the approved Home or Improvement on a Lot. Provided, at all times during the course of Construction, the Owner shall maintain the Lot in a neat and tidy condition and on a daily basis, the Owner [or its contractor] shall remove all construction debris from the outside of the Home or Improvement that is under Construction and shall place the same in a commercial dumpster secured by the Owner for such purpose or cause the same to be removed from the Property entirely. Open trucks or trailers may be used for removal, but shall not be left on the Lot except during actual work hours and such trucks must be removed from the Property during non-working hours. The Owner and its contractor shall not burn or bury any debris on the Lot or in any location within the Property. The Owner and its contractor shall cause all permitted construction materials to be stored and stacked in a manner and in a location that is acceptable to the Committee; at a minimum such construction material shall be neatly stacked and appear otherwise orderly and secured against wind action. At no time shall the Owner or its contractor permit, authorize or utilize a campers, trailers, tent, vans, bus or other kind of temporary living accommodation on any Lot preceding or during Construction of the Home or the Improvement. A job trailer or box may be left on the Lot so long as it is closed up and secured when Construction is not being performed.

Provided, at all times, the condition, orderliness, cleanliness of a Lot during Construction shall be subject to the review and direction by the Committee and the Owner shall immediately conform to any directions received from, or requirements mandated by the Committee.”

2.3 Storm drainage from Lots 19 through 24. A new Section 4.33 is hereby added to the Declaration that addresses the required storm drainage from Lots 19 through 24 of the Property. The Owners of Lots 19 through 24 shall be bound by the provisions of the new Section 4.33 of the Declaration as follows:

“4.33 Storm Drainage Requirements for Lots 19 through 24. The Owners and Contractors for the Homes to be Constructed on Lots 19 through 24 shall cause all roof drain runoff and all other impervious surface runoff to be directed to drain-rock dry-wells located within each individual Lot. To the extent that storm runoff cannot be readily drained to such drywells, the Owners and Contractors for the Homes on said Lots 19 through 24 shall cause such storm water drainage to be directed and carried to an infiltration swale located within the existing Utility Easement: (i) on the south-east side of Lot 21, and (ii) the east side of Lot 22, and (iii) the southwest side of Lot 23 (the “Infiltration Swale”). An emergency overland flow path has been constructed through the easement located between Lots 22 and 23 as recorded as part of the Plat of the Property and recorded under Recording Number 2007-06140, Records of Clatsop County, Oregon (the “Overflow Easement”). The Overflow Easement is currently delineated by two split rail fences.

The Infiltration Swale is designed to permit storm water runoff from Lots 19 through 24 to be absorbed into the sandy soil located within the Infiltration Swale. The Owners of Lots 19 through 24 shall not undertake any activity or fail to take any activity that will directly or indirectly cause or result in the introduction into the Infiltration Swale of contaminants including fine silt and organic material and shall not (i) construct, place, locate or otherwise permit any structures, improvements or obstructions within the Infiltration Swale or the Overflow Easement, including without limitation, fences and rockeries and (ii) plant or place any trees, bushes, other shrubbery or other vegetation within the Infiltration Swale or the Overflow Easement, and (iii) use any portion of the Infiltration Swale or the Overflow Easement for vehicle parking, ingress or egress except as permitted by the Committee, or (iv) use any portion of the Infiltration Swale or the Overflow Easement for pedestrian ingress or egress, for storage or placement of any goods, material or personal property of any nature, or (v) place, spill, deposit or permit the flow of any debris, planting materials, liquids or substances of any nature into the Infiltration Swale or the Overflow Easement.

During any Construction on any of Lots 19 through 24 that includes removing ground cover vegetation or soil disturbance on any of such Lots, the Owner of the Lot upon which such Construction is occurring shall undertake all reasonable activities to prevent any deposit of any materials into the Infiltration Swale at any time. Prior to the commencement of Construction, the Owner shall prepare and submit to the Committee an erosion and sedimentation control plan that will include a description of all such filters and screens to be installed during any Construction on such Lot to include sediment fencing, straw wattles, compost filter berms and/or temporary detention ponds. The erosion and sedimentation control plan must be approved by HLB-Otak prior to removing any ground cover vegetation and the Owner of the Lot in question shall install all of the filters, screening and detention barriers required by the Committee or HLB-Otak to prevent any erosion and contamination of the Infiltration Swale.

In the event that the Committee determines that damage has occurred or has been caused to the Infiltration Swale that is the direct or indirect result of runoff from any of Lots 19 through 24 or misuse thereof by any of the Owners of any of Lots 19 through 24, the Infiltration Swale shall be repaired and rehabilitated at the expense of the Owners of the Lot(s) that caused or contributed to the damage to the Infiltration Swale. Such repair work shall be accomplished by such contractors and engineered by such engineering firm as may be specified by the Committee. The Owner(s) of Lots 19 through 24 that caused or contributed to the damage to the Infiltration Swale shall be solely responsible for the payment of all of the costs incurred for such repair and engineering.

The Owners of Lots 21, 22 and 23 may construct driveway crossings over the Infiltration Swale only according to plans approved by HLB-Otak prior to commencement of any Construction on those Lots.

3. Miscellaneous.

3.1 No Further Amendment. Except for the amendment to the Declaration as set forth in this First 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 conflict with the terms, covenants, declarations and conditions of this First Amendment, then the terms, covenants and conditions of this First 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 First 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 First 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 First 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 First Amendment shall be liberally construed to effectuate the intent of this First 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 First 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 First Amendment.

3.8 Binding Effect. These easements, restrictions, reservations, charges, liens, covenants and conditions set forth in this First Amendment and in the Declaration 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 hereof 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 First Amendment and/or the Declaration in whole or in part.

