507 - 0942

AFTER RECORDING, RETURN TO:
Ms. Lesley Edwards
Resort Resources, Inc.
P. O. Box 1466
Bend, OR

98-35481

DECLARATION ANNEXING PHASE 3 OF EAGLECREEK TO THE RIDGE AT EAGLE CREST

THIS DECLARATION is made this 12th day of August, 1998, by **EAGLE CREST, INC.**, an Oregon corporation **("Declarant").**

RECITALS

A. Declarant is the Declarant under that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Ridge at Eagle Crest, dated June 5, 1996 and recorded June 5, 1996 in the records of Deschutes County, Oregon, as Document No. 96-20423 (the **"Master Declaration").**

B. Declarant wishes to annex the real property described on attached **Exhibit A** (the **"Additional Property")** to the Master Declaration and to designate the Additional Property as Phase 3 of the Project known as **"EagleCreek."**

C. The Master Declaration provides that additional properties may be annexed to The Ridge at Eagle Crest pursuant to the provisions of Section 2.2 of the Master Declaration. Declarant wishes to annex the Additional Property to The Ridge at Eagle Crest upon the terms and conditions set forth in this Declaration.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

1. **DEFINITIONS.** As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 **Additional Property.** Additional Property means all the real property described in the attached **Exhibit A.**

1.2 **Master Declaration.** Master Declaration means the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Ridge at Eagle Crest, dated June 5, 1996, and recorded June 5, 1996, in the records of Deschutes County, Oregon, as Document No. 96-20423.

1.3 **Incorporation by Reference.** Except as otherwise specifically provided in this Declaration, each of the terms defined in Article 1 of the Master Declaration shall have the meanings set forth in such Article.

2. **ANNEXATION**. The Additional Property is hereby annexed to The Ridge at Eagle Crest and made subject to the Master Declaration on the terms and conditions set forth in this Declaration.

3. **PROJECT**. The Additional Property shall be Phase 3 of the Project known as EagleCreek for purposes of the Master Declaration.

4. **LAND CLASSIFICATIONS**. The Additional Property is included in one or another of the following classifications:

4.1 **Residential Lots.** All platted numbered lots within the Additional Property, but excluding any tract labeled as "Master Common Area" or "Common Lot" on such plat, shall be Residential Lots as defined in Section 1.34 of the Master Declaration.

4.2 **Common Areas.** Cliff Swallow Drive shall be Common Areas as defined in Section 1.8 of the Master Declaration.

4.3 **Project Common Areas.** All other portions of the Additional Property not defined as Residential Lots or Common Areas in Sections 4.1 or 4.2 above, shall be Project Common Areas as defined in Section 1.28 of the Master Declaration. Within the Project Common Areas, the Owner of each Lot shall have the exclusive use of the parking space or spaces connected to such Lot by a pathway.

5. **MASTER DECLARATION.** The Additional Property shall be subject to all of the terms and provisions of the Master Declaration, except that Section 7.16 (Minimum Dwelling Size) and Section 7.20 (Time-Sharing or Fractional Interest Ownership) shall not be applicable to the Additional Property.

6. **ADDITIONAL RESTRICTIONS**. The Additional Property shall be subject to the following additional restrictions:

6.1 **Noise; Exterior Lighting and Noise-making Devices.** Occupants of Living Units shall exercise extreme care not to make noises which may disturb occupants of other Living Units. Except with the consent of the Association and the Architectural Review Committee, no exterior lighting or noise-making devices shall be installed or maintained on any Lot within EagleCreek. Owners shall not tamper with exterior lighting except to replace expended bulbs with similar new bulbs.

6.2 **Windows, Decks, Porches, Outside Walls and Yards.** In order to preserve the attractive appearance of EagleCreek, the Association may regulate the nature of items which may be placed in or on windows, decks, entry porches, outside walls and yards so as to be visible from outside of the Lot. Garments, rugs, laundry and other similar items may not be hung from windows, facades, porches or decks.

6.3 **Alterations.** Owners are expressly prohibited from painting or changing the exterior of the building or other structure without written permission of the Architectural Review Committee and the Association. No structure may be installed outside of the Living Unit except structures, including without limitation fences, installed with written approval of the Association and Architectural Control Committee.

6.4 **Insurance.** Nothing shall be done or kept on any Lot or Project Common Area which will increase the cost of insurance on the Living Units or Project Common Areas. No Owner shall permit anything to be done or kept in his Living Unit or in the Project Common Areas which would result in cancellation of insurance on any Lot or any part of the Project Common Areas.

6.5 **Landscape.** All exterior landscape installations and plantings must be approved by the Association and the Architectural Review Committee.

6.6 **Project Policies and Procedures.** In addition, the Association from time to time may adopt, modify or revoke such policies and procedures governing the conduct of persons in the operation and use of Lots, Living Units and Project Common Areas within EagleCreek as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of EagleCreek. A copy of the Policies and Procedures, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be furnished by the Association Board of Directors to each Owner within EagleCreek and shall be binding upon all Owners and occupants of all Lots within EagleCreek upon the date of delivery. The method of adoption of such Policies and Procedures shall be as provided in the Bylaws of the Association.

6.7 **Exterior Maintenance.** The Association shall be responsible for maintaining the Project Common Areas of EagleCreek, the roof and exterior structure of each Living Unit within EagleCreek (including painting), septic tanks and septic tank pumps, and all landscaping and landscape irrigation systems (including water and power for such systems) within Project Common Areas and Lots.

6.8 **Project Assessments.** The costs of maintenance as set forth in Section 6.8, together with the costs of enforcing the restrictions contained in this Declaration, including reasonable administrative costs relating thereto, shall be assessed to each Lot within EagleCreek on an equal basis as Project Assessments and enforced as Individual Assessments under the Master Declaration.

6.9 **Project Association.** Declarant, the Association or the Owners within EagleCreek (by majority vote) may elect to establish a Project Association for EagleCreek. In such event, Declarant or the Association shall adopt Articles of Incorporation and initial Bylaws for the Project Association and supervise the organization of and election of directors for the Project Association. Upon establishment of the Project Association, the Project Association shall be responsible for enforcement of the restrictions contained in this Declaration in the manner provided in the Master Declaration, adoption of Project Policies and Procedures, maintenance of the Project Common Areas and exterior of Living Units within EagleCreek as provided in this Declaration, and assessment and collection of Project Assessments in the same manner as provided in the Master Declaration for assessment and collection of assessments thereunder. The Project Association shall have the same classes of membership and the same voting rights as provided in the Master Declaration for the Master Association.

7. **AMENDMENT.** Sections 5 through 7 of this Declaration may be amended by Declarant at any time prior to the closing of the sale of the first lot in the Additional Property. Thereafter, this Declaration may only be amended by the vote or written consent of Owners owning not less than seventy-five percent (75%) of the Lots within EagleCreek, together with the written consent of the Class B member of the Association, or if a Project Association has been established, the written consent of the Class B member of the Project Association for EagleCreek, if such Class B membership has not been terminated. Any such Amendment shall become effective only upon recordation in the Deed Records of Deschutes County, Oregon, of a certificate of the President or Secretary of the Association, or of the Project Association if a Project Association has been established, setting forth in full the amendments so approved and certifying that the Amendment

has been approved in the manner required by this Declaration. In no event shall such an Amendment create, limit or diminish Special Declarant rights without Declarant's written consent.

8. **BINDING EFFECT.** The Additional Property, including all Lots, Common Areas, and Project Common Areas therein, shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved only in accordance with the provisions of the Master Declaration, as modified by this instrument, which easements, covenants, restrictions, and charges shall run with the Additional Property and shall be binding upon all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, and shall inure to the benefit of each Owner thereof. Declarant may assign its status as Declarant under this Declaration to a Successor Declarant for EagleCreek.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first set forth above.

EAGLE CREST, INC., an Oregon corporation

By Lauri Miller
Its Asst. Secretary

STATE OF OREGON)
)ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 12th day of August, 1998, by Lauri Miller, the Asst. Secretary of EAGLE CREST, INC., an Oregon corporation.

OFFICIAL SEAL
KAREN L SMITH
NOTARY PUBLIC - OREGON
COMMISSION NO. 058571
MY COMMISSION EXPIRES OCT. 16, 2000

Karen L Smith
Notary Public for Oregon
My commission expires: 10-16-2000

EXHIBIT A

"Additional Property"

All of the following described property as shown on The Ridge at Eagle Crest 8 plat recorded August 11, 1998 in the office of the County Recorder, Deschutes County, Oregon:

Residential Lots:	Lots 27 – 32, 69 – 73 and 89 - 97
Common Areas:	Cliff Swallow Drive as shown on the referenced plat.
Project Common Areas:	Common Lots A, B, C, D and E as shown on the referenced plat.

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, 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:

98 AUG 12 PM 3:03

MARY SUE PENHOLLOW
COUNTY CLERK

BY. _____ DEPUTY

NO. 98-35481 FEE 30 -

DESCHUTES COUNTY OFFICIAL RECORDS