

VOL: 2000 PAGE: 25089
RE-RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



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Printed: 06/23/2000 15:36:24

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received
and duly recorded in Deschutes County records:

DATE AND TIME: Jun. 23, 2000; 3:35 p.m.

RECEIPT NO: 22476

DOCUMENT TYPE: Planned Community
 Subdivision Declaration

FEE PAID: \$61.00

NUMBER OF PAGES: 7

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

2000-25889-1

VOL: 2000 PAGE: 24596
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



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Printed: 06/20/2000 15:53:52

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received
and duly recorded in Deschutes County records:

DATE AND TIME: Jun. 20, 2000; 3:53 p.m.

RECEIPT NO: 22315

DOCUMENT TYPE: Planned Community
Subdivision Declaration

FEE PAID: \$56.00

NUMBER OF PAGES: 6

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

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AFTER RECORDING, RETURN TO:

Ms. Karen Smith
Resort Resources, Inc.
PO Box 1466
Bend, OR 97709

Re-record to correct lot numbers in
paragraph 6.10 recorded 6/20/00
Volume 2000 Page 24596.

**DECLARATION ANNEXING EAGLE SPRINGS
TO
THE RIDGE AT EAGLE CREST**

THIS DECLARATION is made this 20th day of June, 2000, by **EAGLE CREST, INC.**, an Oregon corporation, successor to Eagle Ridge Partners, Ltd. ("**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 a Project to be known as "**Eagle Springs**."

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 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 **Eagle Springs.** Eagle Springs means the Additional Property, together with any property annexed thereto by supplemental declarations.

1.4 **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.** Eagle Springs is hereby declared to be a Project for purposes of the Master Declaration and the Additional Property shall be a Project Parcel for purposes of the Master Declaration.

4. **LAND CLASSIFICATIONS.** Such Additional Property shall be included in one or another of the following classifications:

4.1 **Residential Lots.** Lots 1 and 2 and Lots 18, 19, 20 and 21 within the Additional Property shall be Residential Lots as defined in Section 1.34 of the Master Declaration.

4.2 **Common Area.** Common Lot "A" as shown on the plat of the Additional Property shall be a Common Area as defined in Section 1.8 of the Master Declaration.

4.3 **Project Common Areas.** Residence Club Court and Common Lots "B" and "C," as shown on the plat of the Additional Property shall be Project Common Areas as defined in Section 1.28 of the Master Declaration.

4.4 **Project Common Easement Area.** The 10-foot public utility easement over Lot 19, as shown on the plat of the Additional Property, shall also be a Project Common Easement Area as an access easement for the use and benefit of all Lots within Eagle Springs.

5. **MASTER DECLARATION.** The Additional Property shall be subject to all of the terms and provisions of the Master Declaration, except that 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 Eagle Springs. 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 Eagle Springs, 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 fences or other structures may be installed outside of the Living Unit without the prior written approval of the Association and the Architectural Review Committee.

6.4 **Insurance.** The Owner of each Lot shall insure the Living Unit against fire, vandalism and malicious mischief, with extended coverage, for its full replacement cost, subject to a reasonable and customary deductible. Nothing shall be done or kept on any Lot which will increase the cost of insurance on the Living Units. No Owner shall permit anything to be done or kept in his Living Unit which would result in cancellation of insurance on any Lot.

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

6.6 **Exterior Maintenance.** The Association shall be responsible for maintaining the Project Common Areas and the Project Common Easement Areas of Eagle Springs, septic tanks and septic tank pumps, and all driveways, landscaping and landscape irrigation systems (including water and power for such systems) within Project Common Areas, Project Common Easement Areas and Lots. The roof (replacement only) and exterior surfaces of each Living Unit within Eagle Springs (including painting) shall be maintained by the Association as determined by the Board of Directors pursuant to the provisions of Section 11.11 of the Master Declaration. Each Owner, however, shall be responsible for repairing, restoring or rebuilding any damage that would be insured against by the insurance the Owner is required to carry under Section 6.4 above. All such damage shall be restored as promptly as possible to its original appearance. Any change to such appearance must be approved by the Architectural Review Committee and the Association.

6.7 **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, Project Common Areas and the Project Common Easement Areas within Eagle Springs as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of Eagle Springs. 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 Eagle Springs and shall be binding upon all Owners and occupants of all Lots within Eagle Springs upon the date of delivery. The method of adoption of such Policies and Procedures shall be as provided in the Bylaws of the Association.

6.8 **Project Assessments.** The costs of maintenance as set forth in Section 6.6, 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 Eagle Springs on an equal basis as Project Assessments and enforced as Individual Assessments under the Master Declaration.

6.9 **Mutual Driveway Easements.** Lots 1 and 2, and 19 and 20 shall be subject to mutual driveway easements for shared use of common driveways.

6.10 **Right of Entry.** In addition to any easements shown on the recorded plat and as set forth herein and in the Master Declaration, Lots 1 and 2, and ~~19 and 20~~ ^{18 and 20} shall be subject to an easement for the benefit of utility service providers and their agents or employees to access all parts of the Owner's Lot and the Common Areas on which utility services may be located, for the purpose of operating, maintaining or constructing such facilities, inspecting the condition of pipes and facilities, and completing repairs. The Owner will be given advance notice if possible. In the case of an emergency, as determined solely by the utility service provider, no prior notice will be required. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

7. **AMENDMENT.** This Declaration may be amended or terminated by Declarant at any time prior to the closing of the first sale of a Lot in the Additional Property by recording an amendment or termination executed by Declarant in the Deed Records of Deschutes County, Oregon. After closing of the sale of the first Lot in the Additional Property, Section 6 of this Declaration may be amended by the vote or written consent of Owners owning not less than seventy-five percent (75%) of the Lots within Eagle Springs, 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 Eagle Springs, if such Class B membership has not been terminated. Any such Amendment after closing of the first sale of a Lot in the Additional Property 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

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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, Project Common Areas and Project Common Easement 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 Eagle Springs.

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

EAGLE CREST, INC., an Oregon corporation,
successor to Eagle Ridge Partners, Ltd.

By: Lauri Miller
Its: Ant Secretary

STATE OF OREGON)
)ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 20th day of June, 2000, by Lauri Miller, Assistant Secretary of EAGLE CREST, INC., an Oregon corporation, successor to Eagle Ridge Partners, Ltd., on its behalf.



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

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EXHIBIT A

(Legal Description)

All of the following described property within the plat of Ridge at Eagle Crest 33 recorded in the office of the County Clerk, Deschutes County, Oregon:

Residential Lots: Lots 1 and 2 and Lots 18, 19, 20 and 21

Common Areas: Common Lot "A"

Project Common Areas: Common Lots "B" and "C", and Residence Club Court