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AFTER RECORDING, RETURN TO:
Ms. Lesley Edwards
Resort Resources, Inc.
P.O. Box 1466
Bend, OR 97709

DECLARATION ANNEXING
SCENIC RIDGE HOMESITES
TO
THE RIDGE AT EAGLE CREST

THIS DECLARATION is made this 14th day of January, 2003, 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. 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 certain real property described in the plat of Ridge at Eagle Crest 37 (the "Additional Property") to the Master Declaration upon the terms and conditions set forth in this Declaration and to designate the Additional Property as the Scenic Ridge Homesites Project.

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 within the plat of Ridge at Eagle Crest 37.

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**. Scenic Ridge Homesites 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 CLASSIFICATION**. 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 shall be Residential Lots as defined in Section 1.34 of the Master Declaration.

4.2 **Common Areas**. Eagle Crest Boulevard and William Lyche Drive, as shown on the plat of Ridge at Eagle Crest 37, shall be Common Areas as defined in Section 1.8 of the Master Declaration.

4.3 **Project Common Areas**. Common Lot "A", Common Lot "B" and Scenic Ridge Court, as shown on the plat of Ridge at Eagle Crest 37, shall be Project Common Areas as defined in Section 1.28 of the Master Declaration.

4.4 **Common Easement Areas**. The 20-foot Landscape Easement over Lots 1 - 8, as shown on the plat of Ridge at Eagle Crest 37, shall be Common Easement Area reserved as an easement for maintenance of a perimeter fence benefiting all Lots within the Property as defined in Section 1.9 of the Master Declaration. The 30-foot Landscape Easement over Lot 1 and Lot 2, as shown on the plat of Ridge at Eagle Crest 37, shall be Common Easement Area reserved as a buffer zone to the adjoining land area. The variable width Fence Easements over Lot 1 and Lot 8, as shown on the plat of Ridge at Eagle Crest 37, shall be Common Easement Area reserved for maintenance of an ornamental fence benefiting all Lots within the Additional Property.

4.5 **Other Classifications**. There are no Public Areas in the Additional Property.

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) shall not be applicable to the Additional Property.

6. **RIGHT OF ENTRY**. In addition to any easements shown on the recorded plat and as set forth herein and in the Master Declaration, the Additional Property 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. **ADDITIONAL RESTRICTIONS.** The Additional Property shall be subject to the following additional restrictions:

7.1 **Minimum Dwelling Size.** No dwelling intended or used as the primary dwelling may be constructed or maintained unless the interior floor area of such dwelling (excluding garage) contains at least 2,800 square feet. The maximum permissible interior floor area of the primary dwelling shall be limited only by constraints of the building site area and other reasonable limitations as may be established by the Architectural Review Committee. A guest house or guest quarters may be allowed subject to limitations established by the Architectural Review Committee.

7.2 **Architectural Review.** Separate Design Guidelines may be established for Scenic Ridge Homesites as adopted from time to time by the Architectural Review Committee.

7.3 **Building Setback.** No above-grade improvements are permitted within the 150' Building Setback on the Lots as shown on the plat of the Additional Property, except as may be permitted by Deschutes County Planning Department and approved by the Architectural Review Committee.

7.4 **Vehicle Restrictions.** The use of motor-scooters, snowmobiles, motorcycles, off-road vehicles, over-sized vehicles, or any noisy operated vehicles or devices is not permitted anywhere within the Additional Property.

7.5 **Limitations on Open Fires.** No incinerators or other open fires shall be kept or maintained on any Lot; including any burning in connection with certain construction and other related activities; provided, however, that the foregoing restrictions shall not apply to outdoor cooking facilities such as propane grills or portable barbecue units.

7.6 **Alterations.** Owners are expressly prohibited from changing the exterior of the Living Unit or other structures on their Lot without written permission of the Architectural Review Committee. No fences or other structures may be installed outside of the Living Unit without prior written approval of the Architectural Review Committee.

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

7.8 **Exterior Maintenance.** The Association shall be responsible for maintaining the Project Common Areas and Common Easement Areas within the Additional Property, including all landscaping and landscape irrigation systems (including water and power for such systems) within Project Common Areas. The Association shall be responsible for maintaining the perimeter fence within the 20-foot Landscape Easement described in Section 4.4 as a common cost to be assessed to each Lot within the Property. The Association shall be responsible for maintaining the ornamental fence within the variable width Fence Easements

described in Section 4.4 as a Project common costs to be assessed to each Lot within the Additional Property as provided in Section 7.10 herein.

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

7.10 **Assessments.** The costs of maintenance of the Project Common Area as set forth in Section 7.8, 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 the Additional Property on an equal basis as Project Assessments and enforced as Individual Assessments under the Master Declaration. The costs of maintenance of the improvements on the variable width Fence Easements described in Section 4.4 shall be assessed to each Lot within the Additional Property on an equal basis as Project Assessments and enforced as Individual Assessments under the Master Declaration. The costs of maintenance of the improvements on the 20-foot Landscape Easement described in Section 4.4 shall be assessed to all Lots within the Property on an equal basis as Annual Assessments under the Master Declaration.

7.11 **Leasing of Living Units.** "Leasing," for purposes of this Section, is defined as regular, exclusive occupancy of a Living Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. No Owner may lease less than his entire Living Unit including any guest house or guest quarters permitted by the Architectural Review Committee. All leases shall be in writing, and must have a minimum lease term of six (6) months or longer. Notice of any lease, together with such additional information as may be required by the Association, shall be given to the Association by the Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Master Declaration, Bylaws, and Policies and Procedures. No leasing shall, however, relieve an Owner from his obligations hereunder and he shall remain primarily responsible therefor.

8. **AMENDMENT.** 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 Scenic Ridge Homesites, 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 Scenic Ridge Homesites, 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.

9. **BINDING EFFECT.** The Additional Property, including all Lots and 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.

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 14th day of January, 2003, by Lauri Miller, Asst. Secretary of Eagle Crest, Inc., an Oregon corporation.

Lesley D. Edwards
Notary Public for Oregon
My commission expires: 6/13/2003

