

62203

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Vol M98 Page 25019

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

SECOND AMENDED AND RESTATED
DECLARATION ANNEXING PHASE I
OF PELICAN SPRINGS
TO
RUNNING Y RANCH RESORT

THIS SECOND AMENDED AND RESTATED DECLARATION (the "Second Amended Declaration") is made this 10th day of July, 1998, by RUNNING Y RESORT, INC., an Oregon corporation ("Declarant") and amends, replaces and supersedes the Amended and Restated Declaration Annexing Phase 1 of Pelican Springs to Running Y Ranch Resort, which was recorded on July 1, 1998 in the official record of Klamath County in Volume M98, Page 23325 (the "Declaration").

RECITALS

A. Declarant is the Declarant under that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Running Y Ranch Resort dated August 2, 1996 and recorded August 2, 1996 in the records of Klamath County, Oregon, in Volume M96, Page 23548 (the "Master Declaration").

B. The Master Declaration provides that additional properties may be annexed to Running Y Ranch Resort pursuant to the provisions of Section 2.2 of the Master Declaration. Declarant wishes to annex the real property described on the attached Exhibit A (the "Additional Property") to the Master Declaration upon the terms and conditions set forth in this Second Amended Declaration and to designate the Additional Property as Phase 1 of the Pelican Springs Project.

C. Declarant wishes to annex the real property described on attached Exhibit A (the "Additional Property") to the Master Declaration, to designate the Additional Property as Phase 1 of a Project to be known as "Pelican Springs", to reserve certain utility and road easements as amended and provided herein.

D. Paragraph 7 of the Declaration Annexing Phase 1 of Pelican Springs to Running Y Ranch Resort recorded May 22, 1998 in the records of Klamath County, Oregon, in Volume M98, Page 17490 provided that the Declarant may amend the Annexation Declaration at any time prior to the closing of the sales of the first lot in the Additional Property. The Declarant confirms that lot sales have not occurred in the Additional Property.

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 Running Y Ranch Resort, dated August 2, 1996 and recorded August 2, 1996, in the records of Klamath County, Oregon, in Volume M96, Page 23548.

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 Running Y Ranch Resort and made subject to the Master Declaration on the terms and conditions set forth in this Declaration.

3. **PROJECT.** Pelican 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.** The Additional Property is included in one or another of the following classifications:

4.1 **Residential Lots.** All numbered platted 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 1.32 of the Master Declaration.

4.2 **Common Areas.** Marsh Hawk Drive, Harrier Drive and Cooper's Hawk Road 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.

4.4 **Other Classifications.** There are no Common Easement Areas, Limited Common Areas, or 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) 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

Pelican 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 Pelican 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 structure may be installed outside of the Living Unit except structures, including without limitation fences, installed with written approval of the Association and Architectural Review 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 Pelican Springs as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of Pelican 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 Pelican Springs and shall be binding upon all Owners and occupants of all Lots within Pelican 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.

6.7 **Exterior Maintenance.** The Association shall be responsible for maintaining the Project Common Areas of Pelican Springs, the roof and exterior structure of each Living Unit within Pelican Springs (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 6.7, 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 Pelican Springs 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 Pelican Springs (by majority vote) may elect to establish a Project Association for Pelican Springs. 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 Pelican Springs 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. **EASEMENTS RESERVED.** In addition to any easements shown on the recorded plat of the Additional Property and as set forth in Section 1.9 of the Master Declaration, Declarant hereby reserves utility easements for the benefit of Declarant and the Association for the installation and maintenance of roads, utilities and drainage facilities over portions of Common Area Lots "A" "B" and "C" within the Project Common Areas as shown on the attached "Exhibit B." Within the easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

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 Pelican 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 Pelican Springs, 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, Common Areas, Common Easement 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 Pelican Springs.

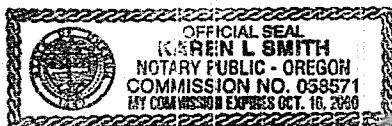
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first set forth above.

RUNNING Y RESORT, INC., an Oregon corporation

By Karen Miller
Its Asst. Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 10th day of July,
1998, by Karen Miller, the Asst. Secretary of RUNNING Y
RESORT, INC., an Oregon corporation.



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 Running Y Resort, Phase 6 plat recorded in the office of the County Recorder, Klamath County, Oregon:

Residential Lots: Lots 380-399

Common Areas: Marsh Hawk Drive, Harrier Drive and Cooper's Hawk Road as shown on the referenced plat.

Project Common Areas: Common Lots "A", "B" & "C" as shown on the referenced plat.

W&H PACIFIC

1604 Main Street
Klamath Falls, OR 97601

25025

EXHIBIT B

JUNE 30, 1998

SEWER EASEMENT LEGAL DESCRIPTION RUNNING Y RESORT, PHASE 6

PROJECT NO. 9-0526-0406

EXHIBIT "A"

A STRIP OF LAND 16.00 FEET WIDE LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, RUNNING Y RESORT, PHASE 6 AS RECORDED IN THE KLAMATH COUNTY RECORDS, THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF COMMON AREA "A" OF RUNNING Y RESORT, PHASE 6 AS RECORDED IN THE KLAMATH COUNTY RECORDS, SAID CORNER LOCATED AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF HARRIER DRIVE, 25.00 FEET FROM CENTERLINE WHEN MEASURED AT RIGHT ANGLES TO SAID CENTERLINE, WITH THE WESTERLY RIGHT-OF-WAY LINE OF MARSH HAWK DRIVE, 25.00 FEET FROM CENTERLINE WHEN MEASURED AT RIGHT ANGLES TO SAID CENTERLINE; THENCE NORTH 27°49'13" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 21.30 FEET TO THE POINT OF BEGINNING. THENCE 8.00 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE: NORTH 00°32'49" WEST, 78.97 FEET; THENCE NORTH 48°19'06" EAST, 215.41 FEET; THENCE NORTH 87°01'50" EAST 32.62 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE AND THE POINT OF TERMINUS.

THE SIDELINES SHALL BE LENGTHENED OR SHORTENED TO MEET SAID WESTERLY RIGHT-OF-WAY LINE OF SAID MARSH HAWK DRIVE.

SAID STRIP CONTAINS 5246 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS PER THE PLAT OF RUNNING Y RESORT, PHASE 6, TRACT NO. 1335.

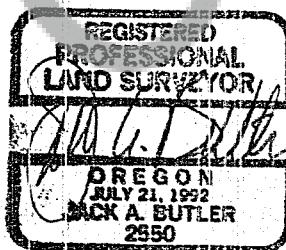


EXHIBIT B PAGE 1 of 10

WK-FALLS\DATA\PROJECT\052604\6\WCRD\SEWERLEG.DOC

(541) 884-3042 Fax (541) 885-2105

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Page 1 of 1



25026

EXHIBIT 'E'
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

RUNNING Y RESORT
PHASE 7

EXHIBIT B

N65°15'

388

387

386

385

384

383

382

381

380

RUNNING Y RESORT
PHASE 6

395

396

397

398

399

MARSH HAWK DRIVE

POINT OF BEGINNING
SEWER EASEMENT

21°30'
S27°49'13"W

HARRIER DRIVE

COMMON 'C' AREA

S70°17'24"W

COOPER'S HAWK ROAD

EXHIBIT B PAGE 2 of 10

Rysfesm4.dwg
06/30/98
Scale: 1" = 60'

W&H PACIFIC
1004 MAIN ST.
KLAMATH FALLS, OR 97601
(541)884-3042

W&H PACIFIC

1004 Main Street
Klamath Falls, OR 97601

25027

JULY 13, 1998

EXHIBIT B

WATER/UTILITY EASEMENT #2 LEGAL DESCRIPTION RUNNING Y RESORT, PHASE 6

PROJECT NO. 9-0526-0406

EXHIBIT "A"

A STRIP OF LAND 31.00 FEET WIDE LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, RUNNING Y RESORT, PHASE 6 AS RECORDED IN THE KLAMATH COUNTY RECORDS, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COMMON AREA "C" OF RUNNING Y RESORT, PHASE 6, SAID CORNER ALSO BEING LOCATED AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COOPER'S HAWK ROAD 30.00 FEET FROM CENTERLINE WHEN MEASURED AT RIGHT ANGLES TO SAID CENTERLINE, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HARRIER DRIVE, 25.00 FEET FROM CENTERLINE WHEN MEASURED AT RIGHT ANGLES TO SAID CENTERLINE, THENCE ALONG SAID HARRIER DRIVE RIGHT-OF-WAY LINE 32.10 FEET ALONG A 75.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°31'13" (CHORD BEARS NORTH 77°22'25" EAST 31.85 FEET) TO THE POINT OF BEGINNING. THENCE 8.00 FEET LEFT AND 23.00 FEET RIGHT OF THE FOLLOWING DESCRIBED LINE: SOUTH 23°04'40" EAST, 58.94 FEET TO THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES ARE TO BE LENGTHENED OR SHORTENED TO MEET THE SOUTHERLY RIGHT-OF-WAY LINE OF HARRIER DRIVE AND THE NORTHWESTERLY LINE OF THE EXISTING 26.00 FEET WIDE SEWER EASEMENT PER THE PLAT OF RUNNING Y RESORT, PHASE 6.

SAID STRIP CONTAINS 1878 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS PER THE PLAT OF RUNNING Y RESORT, PHASE 6, TRACT NO. 1335.

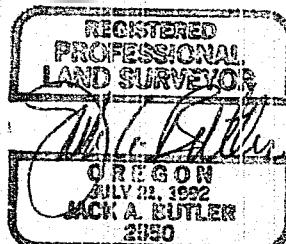


EXHIBIT B PAGE 3 Of 10

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EXHIBIT 'B'
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

RUNNING Y RESORT
PHASE 7 RESORT

EXHIBIT B

RUNNING Y RESORT
PHASE 6

MARSH HAWK DRIVE

COMMON 'A' AREA

N63°33'47"E
671.88'

POINT OF BEGINNING
MATER/UTILITY #2
COMMON 'C' AREA

L=32.10
R=73.00
5230440E
58.94°
8.00
31.00
15° SLOPE
ELEVATION
5701724'N

Rysfesm3.dwg
07/13/98
Scale: 1" = 60'

COOPER'S HAWK ROAD

EXHIBIT B PAGE 4 of 10

W.H.PACIFIC
1004 MAIN ST.
KLAMATH FALLS, OR 97601
(541)884-3042

W&H PACIFIC

1004 Main Street
Klamath Falls, OR 97601

25029

EXHIBIT B

JUNE 30, 1998

ROAD/UTILITY EASEMENT #1 LEGAL DESCRIPTION RUNNING Y RESORT, PHASE 6

PROJECT NO. 9-0526-0406

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, RUNNING Y RESORT, PHASE 6 AS RECORDED IN THE KLAMATH COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 395 OF SAID RUNNING Y RESORT, PHASE 6, THENCE NORTH 40°54'00" WEST 29.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MARSH HAWK DRIVE AND THE POINT OF BEGINNING. THENCE 82.59 FEET ALONG A 839.70 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°38'09" (CHORD BEARS SOUTH 51°03'47" WEST 82.56 FEET) TO SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 84.14 FEET ALONG A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°48'03" (CHORD BEARS NORTH 51°03'47" EAST 82.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 444 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS PER RUNNING Y RESORT, PHASE 6, TRACT NO. 1335.

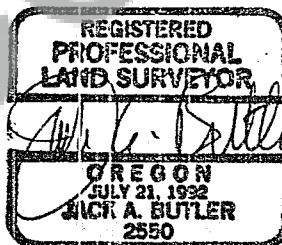


EXHIBIT B PAGE 5 of 10

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Page 1 of 1

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25030

EXHIBIT 'B'
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



RUNNING Y RESORT
PHASE 7

N63°53'41"E
671.38'

EXHIBIT B

388

387

386

385

384

383

382

381

380

RUNNING Y RESORT
PHASE 6

POINT OF BEGINNING
ROAD/UTILITY #1
N40°54'00"W
29.03'

L=84.11
R=25.00

L=82.59
R=39.70

395

396

397

398

399

MARSH HAWK DRIVE

HARRIER DRIVE

COMMON A AREA

COMMON C AREA

S70°12'4" W

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06/30/98
Scale: 1" = 60'

COOPER'S HAWK ROAD
EXHIBIT B PAGE 6 of 10

W&J PACIFIC
1004 MAIN ST.
KLAMATH FALLS, OR 97601
(541)884-3042

W&H PACIFIC

1004 Main Street
Klamath Falls, OR 97601

25031

EXHIBIT B

JUNE 30, 1998

ROAD/UTILITY EASEMENT #2 LEGAL DESCRIPTION RUNNING Y RESORT, PHASE 6

PROJECT NO. 9-0526-0406

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, RUNNING Y RESORT, PHASE 6 AS RECORDED IN THE KLAMATH COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORtherLY CORNER OF COMMON AREA "B" PER RUNNING Y RESORT, PHASE 6, PER THE KLAMATH COUNTY PLAT RECORDS, SAID CORNER ALSO BEING LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MARSH HAWK DRIVE, 25.00 FEET FROM CENTERLINE WHEN MEASURED AT RIGHT ANGLES TO SAID CENTERLINE; THENCE ALONG SAID RIGHT-OF-WAY LINE 15.55 FEET ALONG A 175.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°05'24" (CHORD BEARS NORTH 53°34'46" WEST, 15.54 FEET) TO THE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 76°38'03" WEST, 123.09 FEET TO SAID RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 85°11'18" EAST, 7.56 FEET; THENCE CONTINUING SAID RIGHT-OF-WAY LINE 118.16 FEET ALONG A 175.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°41'14" (CHORD BEARS SOUTH 75°28'05" EAST 115.93 FEET) TO THE POINT OF BEGINNING.

CONTAINING 913 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS PER THE PLAT OF RUNNING Y RESORT, PHASE 6, TRACT NO. 1335.

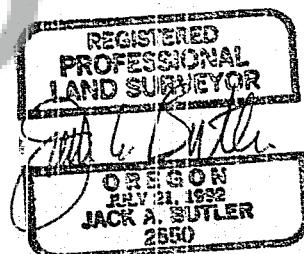


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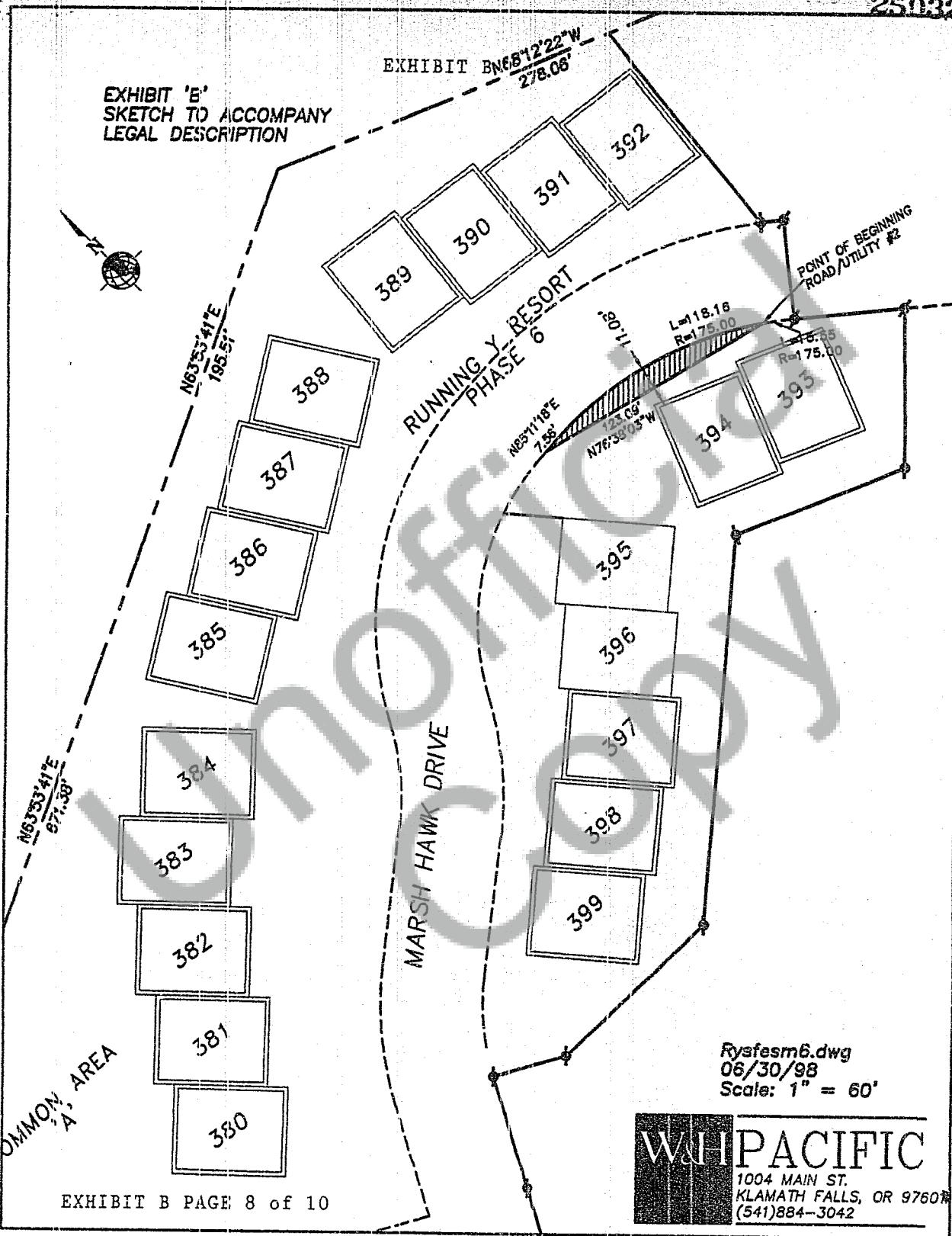
EXHIBIT 'B'
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT BN681222W
278.06'

RUNNING Y RESORT
PHASE 6

PGNT OF BEGINNING
ROAD/UTILITY #2

L=118.16
R=75.00
N=11°08' E
736.22' 123.69' N76.3805' W



Rysfesm6.dwg
06/30/98
Scale: 1" = 60'

W.H. PACIFIC
1004 MAIN ST.
KLAMATH FALLS, OR 97601
(541)884-3042

W&H PACIFIC

1004 Main Street
Klamath Falls, OR 97601

25033

July 13, 1998

EXHIBIT B

WATER/UTILITY EASEMENT #1 LEGAL DESCRIPTION RUNNING Y RESORT, PHASE 6

PROJECT NO. 9-0526-0406

EXHIBIT "A"

A STRIP OF LAND 31.00 FEET WIDE LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, RUNNING Y RESORT, PHASE 6 AS RECORDED IN THE KLAMATH COUNTY RECORDS, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF COMMON AREA "A" OF SAID RUNNING Y RESORT, PHASE 6, SAID CORNER BEING LOCATED ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COOPER'S HAWK ROAD 30.00 FEET FROM CENTERLINE WHEN MEASURED AT RIGHT ANGLES TO SAID CENTERLINE; THENCE NORTH $63^{\circ}53'41''$ EAST ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID COMMON AREA "A", 75.86 FEET TO THE POINT OF BEGINNING. THENCE 8.00 FEET LEFT AND 23.00 FEET RIGHT OF THE FOLLOWING DESCRIBED LINE: SOUTH $23^{\circ}04'40''$ EAST 93.40 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HARRIER DRIVE AND THE POINT OF TERMINUS.

THE SIDELINES SHALL BE LENGTHENED OR SHORTENED TO MEET SAID NORTHWESTERLY LINE OF COMMON AREA "A" AND SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRIER DRIVE.

SAID STRIP CONTAINS 2864 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS PER THE PLAT OF RUNNING Y RESORT, PHASE 6, TRACT NO. 1335.

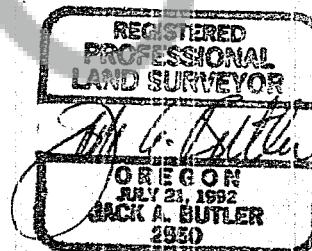


EXHIBIT B PAGE 9 of 10

EXHIBIT 'E'
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

RUNNING Y RESORT PHASE 1

N63°33'41"E
671.38'

EXIT

11

39

1

356

385

194

183

1

181

180

RUNNING
PHASE 6

MARSH HAWK DRIVE

395
396
397
398
399

COOPER'S HAWK ROAD

EXHIBIT B PAGE 10 of 10

Rysfesm2.dwg
07/13/98
Scale: 1" = 60'

W&H PACIFIC
1004 MAIN ST.
KLAMATH FALLS, OR 97601
(541)884-3042

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Running Y Ranch the 13th day
of July A.D. 19 98 at 3:06 o'clock P.M., and duly recorded in Vol. M98,
of Deeds on Page 25019.

Fee \$85.00

Bernetha G. Letsch, County Clerk
By Pauline Mullenahre