

MTC 1396-9282

SUPPLEMENTAL DECLARATION OF THE
HARBOR ISLES GOLF COURSE CONDOMINIUM
FOR STAGE TWO
CONTAINING UNITS 3 AND 4

This supplemental declaration is made as of the 3rd day of September, 1997, by Trendwest, a division of JELD-WEN, inc., an Oregon Corporation, as Declarant under the terms of a certain Declaration for the Harbor Isles Golf Course Condominium dated November 2nd, 1994 and filed of record in Volume M95, Pages 541 through 583 in Klamath County, Oregon.

WITNESSETH:

1. SUBMISSION OF ADDITIONAL PROPERTY. Declarant hereby submits to the provisions of ORS 100.120 the following described real property owned by it in fee simple, together with any and all buildings and improvements presently situated on said property or hereafter constructed or placed on said property (hereinafter collectively referred to as the Condominiums).
2. ADDRESS. The Condominiums shall be located at 1017 and 1015 Bismark Avenue, Klamath Falls, OR 97601.
3. BUILDING DESCRIPTION. Stage Two shall consist of two single family dwelling units, each of which contains one story, without basement (Units 3 and 4). Unit 3 is a 3-bedroom unit consisting of 1820 square feet of living area. Unit 4 is a 2-bedroom unit consisting of 1554 square feet of living area. The buildings are of wood frame construction with Hardi-Plank siding and composition shingle roofs. The location of each unit and all other information pertinent to the units and the common elements are shown on the plat, certified by Tru-Line Surveying Inc., Registered Professional Land Surveyors, which shall be filed in the office of the Clerk of Klamath County, Oregon, simultaneously with the recording of this Supplemental Declaration.
4. DIMENSIONS OF UNITS. Each unit shall consist of the living area and the garage area more specifically described as follows:
 - (a) Living area and garage area. Horizontally, each unit shall consist of an area bounded by the interior side of the framework of the exterior walls of the building. Vertically, each unit shall consist of the space between the underside framework of the roof and the topside of the subfloor in the living area, and between the underside framework of the roof and the topside of the finished floor in the garage area.

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

5. **GENERAL COMMON ELEMENTS.** The general common elements will consist of the entire Condominium property, including all parts of the building other than the units, and including, without limitation, the following:
 - (a) The land, fences, sprinklers, and all grounds except those grounds which are designated as limited common elements by section 6 below.
 - (b) Roofs, foundations, bearing walls, perimeter walls, beams, columns, trusses, and girders to the interior surfaces thereof.
 - (c) All central and appurtenant installations of services such as electricity, telephone, gas, water, sewer, and television, including all pipes, meters, conduits, wires and other utility and communications installations which are located outside the physical perimeter of each building shall be common elements. All pipes, conduits, wires, furnaces, hot water heaters, lights, electrical fixtures and bulbs, appliances, sinks, bathtubs, and the like, from the exterior siding in - whether located within common element space of unit boundary space or not - are excluded from general common elements and are part of the unit. The air conditioning unit located outside each unit is also excluded from the general common elements and is part of the unit.
6. **LIMITED COMMON ELEMENTS.** All walkways, patios, porches, driveways, garbage can enclosure pads, and exteriors of doors, each of which shall pertain to the unit which it adjoins as shown on the Plat. The side yard area accessed from the side door of each unit shall be a limited common element reserved for the exclusive use of the unit to which it pertains.
7. **ALLOCATION OF INTEREST IN COMMON ELEMENTS.** Each unit in Stage 1 and Stage 2 shall have an equal undivided $\frac{1}{4}$ interest in the common elements. Each unit's undivided interest in the common elements will be reduced as additional stages are annexed to the Condominium.
8. **LIABILITY FOR COMMON EXPENSES.** Each unit shall be liable for the common expenses of the Condominium, and shall be entitled to the common profits of the Condominium, according to each unit's allocated undivided interest in the common elements.
9. **CONDOMINIUM OWNERS ASSOCIATION.** There is a Harbor Isles Golf Course Condominiums Owners Association to serve as a means through which the condominium unit owners may take action with regard to the administration, management, and operation of the Condominium.
10. **VOTING RIGHTS.** Each unit owner shall be entitled to one vote in the Association.

11. CONDOMINIUMS OWNERS ASSOCIATION POWER. The Association shall have full right, power, and authority accorded such association, including but not limited to the authority to execute, acknowledge, deliver, and record on behalf of the unit owner's, any easements, rights of way, licenses and similar interests affecting the general common elements of the Condominiums.
12. SERVICE OF PROCESS. Stephen L. Cook, 3250 Lakeport Boulevard, Klamath Falls, Oregon 97601, is hereby designated to receive notice of process in any action which may be brought against the Condominium.
13. UNITS SUBJECT TO DECLARATION, BYLAWS, RULES, & REGULATIONS. All present and future owners, tenants, and occupants of units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws, and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant, or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof.
14. INVALIDITY. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration, and the other provisions of this Declaration shall continue in effect as if such invalid provision had never been included herein.
15. WAIVER. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

IN WITNESS WHEREOF, Trendwest Inc, a division of JELD-WEN, inc., has caused this Supplemental Declaration to be executed this 13th day of October, 1997.

Trendwest, a division of JELD-WEN, inc.

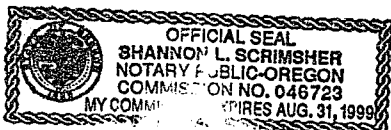
By: *Stephen L. Cook*

Its: *Authorized Representative*

27792

State of Oregon)
) ss.
 County of Klamath)

On this 13th day of October, 1997, personally appeared Stephen L. Cook, Authorized Representative of Trendwest, Inc., and acknowledged said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned.



Before me:

Shannon L. Scrimsher

My commission expires: 8-31-99

The foregoing Supplemental Declaration is approved pursuant to ORS 100.110 This 29th day of October, 1997.

SCOTT W TAYLOR
 Real Estate Commissioner

By: Scott W. Taylor

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 29th day
 of July A.D., 19 98 at 11:39 o'clock A.M., and duly recorded in Vol. M98
 of Deeds on Page 27789

FEE \$25.00

Bernetha G. Letsch, County Clerk
 By: Kathleen Ross