

AFTER RECORDING, RETURN TO:

Lesley Edwards  
Resort Resources, Inc.  
P.O. Box 1466  
Bend, OR 97709

State of Oregon, County of Klamath  
Recorded 04/03/2002 11:06 a m.  
Vol M02, Pg 19564-69  
Linda Smith, County Clerk  
Fee \$ 46.00 # of Pgs 6

MTL 1396-3789  
**DECLARATION ANNEXING  
LOTS 827 – 833 OF PHASE 1 OF VIEW POINT HOMESITES  
TO RUNNING Y RANCH RESORT**

**THIS DECLARATION** is made this 12<sup>th</sup> day of March 2002,  
by **RUNNING Y RESORT, INC.**, an Oregon corporation ("**Declarant**") and **MARK N.  
WAYNE AND MARION L. PODESTA.**

**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. By Termination Declaration of Lots 792 – 795 and Lots 818 – 820 of Phase 1 of View Point Homesites recorded M02 - 19560, 2002, in the official Records of the Klamath County Recorder Declarant withdrew Lots 792, 793, 794, 795, 818, 819, 820 of Running Y Resort, Phase 10 from the Master Declaration and the Project View Point Homesites, Phase 1 for the purpose of adjusting boundary lines as shown within the Replat of Lots 792 – 795 and 818 – 820 of Running Y Resort, Phase 10 recorded February 20, 2002, in the official records of Klamath County, Oregon. Declarant now desires to re-annex the withdrawn real property described on the attached **Exhibit A** (the "**Additional Property**") and to Phase 1 of the View Point Homesites Project.

C. 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 Additional Property to Running Y Ranch Resort upon the terms and conditions set forth in this Declaration.

D. Mark N. Wayne and Marion L. Podesta, as owner of Lot 830 within the Additional Property, consent and agree to all terms and conditions of 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 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.** The Additional Property shall be included in Phase 1 of the Project known as View Point Homesites for the 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.** Lots 827 - 833 within the Additional Property shall be Residential Lots as defined in Section 1.32 of the Master Declaration.

4.2 **Project Common Areas.** Coopers Hawk Road shall be Project Common Areas as defined in Section 1.9 of the Master Declaration.

5. **MASTER DECLARATION.** The Additional Property shall be subject to all of the terms and provisions of the Master Declaration.

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

6.1 **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 View Point Homesites as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of View Point 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 View Point Homesites and shall be

binding upon all Owners and occupants of all Lots within View Point 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.

6.2 **Project Assessments.** The costs of maintenance of Project Common Area, 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 View Point Homesites on an equal basis as Project Assessments and enforced as Individual Assessments under the Master Declaration.

6.3 **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. All leases shall be in writing, and must have a minimum lease term of 28 days 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.

7. **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 View Point 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 View Point Homesites, if such Class B membership has not been terminated. Any such Amendment shall become effective only upon recordation in the Deed Records of Klamath 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, 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 View Point Homesites.

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 Lauri Miller  
Its Asst. Secretary

**Mark N. Wayne**

By Mark N. Wayne

**Marion L. Podesta**

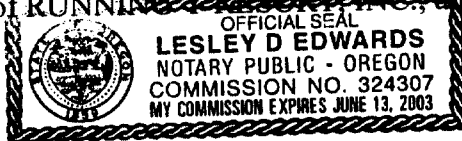
By Marion L. Podesta

STATE OF OREGON

)Ss.

County of Klamath

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2002 by Lauri Miller, the Asst. Secretary of ~~RUNNING Y RESORT, INC.~~ Oregon corporation.



Lesley D. Edwards

Notary Public for Oregon

My commission expires: 6/13/2003

STATE OF OREGON

STATE OF OREGON       )  
                                  )ss.  
County of Klamath

The foregoing instrument was acknowledged before me this 31 day of March  
2002, by Mark N Wayne, and marion R Podesta



Judy Urbach  
Notary Public of Oregon  
My Commission expires:

**EXHIBIT A****“Additional Property”**

All of the following described property recorded in the official records of Klamath County, Oregon.

- Residential Lots:                      Lots 827 – 833 as shown on Replat of Lots 792 – 795 and 818 – 820 of Running Y Resort, Phase 10 recorded February 20, 2002 recorded in the official records of Klamath County, Oregon.
- Project Common Area:                Coopers Hawk Road as shown on the Plat of Running Y Resort, Phase 10 recorded September 26, 2001. Coopers Hawk Road as shown on the Replat of Lots 792 – 795 and 818- 820 of Running Y Resort, Phase 10 plat recorded February 20, 2002 in the official records of Klamath County, Oregon.