

AFTER RECORDING, RETURN TO:

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

Re-record to correct  
Exhibit A previously recorded in  
Volume 04 Pg 6363-66 2/02/2004

State of Oregon, County of Klamath  
Recorded 02/02/2004 3:04 p m  
Vol M04 Pg 6363-66  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

**DECLARATION ANNEXING PHASE 2  
OF WESTRIDGE ESTATES  
TO RUNNING Y RANCH RESORT**

State of Oregon, County of Klamath  
Recorded 08/17/2004 7:45 p m  
Vol M04 Pg 39030-39033  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4  
RR

THIS DECLARATION is made this 30<sup>th</sup> day of January, 2004, by  
RUNNING Y RESORT, INC., an Oregon corporation ("Declarant").

**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 attached Exhibit A (the "Additional Property") to the Master Declaration upon the terms and conditions set forth in this Declaration and to designate the Additional Property as Phase 2 of "WestRidge Estates" 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 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 defines in Article 1 of the Master Declaration shall have the meanings set forth in such Article.

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04 FEB 2 PM 3:04

04 JUN 17 PM 1:45

Returned @ Court

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 Phase 2 of the Project known as WestRidge Estates.

4. **LAND CLASSIFICATIONS.** 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 1.32 of the Master Declaration.

4.2 **Common Areas.** Crossbill Drive, Turnstone Drive and Common Area "B" as platted in the plat of Tract 1426, Running Y Resort, Phase 12-1<sup>st</sup> Addition, shall be Common Area as defined in Section 1.8 of the Master Declaration.

4.3 **Common Easement Areas.** There are no Common Easement Areas as defined in Section 1.9 of the Master Declaration.

4.4 **Other Classifications.** There are no Limited Common Areas, Project 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.

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. **SLOPE AND DRAINAGE EASEMENTS.** Relating to Slope Easements on Lots 1047 - 1059, 1063, and 1067 - 1070 as shown on the plat of the Additional Property, each Owner of such Residential Lots shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes and courses related thereto over such Residential Lot or Common Area without the express written permission of the Architectural Review Committee, and then only to the extent and in the manner specifically approved. No structure, plantings or other materials shall be placed or permitted to remain on or within any grades, slopes, or courses, nor shall any other activities be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which

**EXHIBIT A**

**"Additional Property"**

All of the following described property as shown on the plat of Tract 1426, Running Y Resort. Phase 12 – 1<sup>st</sup> Addition recorded December 24, 2003 in Volume 25, Page 03-12 in the office of the County Recorder, Klamath County, Oregon:

Residential Lots:                Lots 1030 -10767

Common Areas:                Crossbill Drive  
                                      Turnstone Drive  
                                      Common Area "B"

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may change the direction of flow, or obstruct or retard the flow of water through drainage channels.

8. **ADDITIONAL RESTRICTIONS.** The Additional Property is not subject to any additional restrictions.

9. **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 as provided in Article 14 of the Master Declaration.

10. **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, 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.

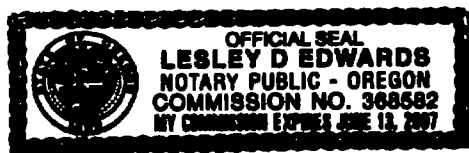
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first set forth above.

RUNNING Y RESORT, INC., an Oregon  
Corporation

By *Jan Miller*  
Its *Asst. Secretary*

STATE OF OREGON           )  
  ) Ss.  
County of Deschutes       )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2004 by *Jan Miller*, the *Asst. Secretary* of RUNNING Y RESORT, INC., an Oregon corporation.



*Lesley D Edwards*  
Notary Public for Oregon  
My commission expires: *6/13/2007*