

2008-004140

Klamath County, Oregon



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Fee: \$51.00

AFTER RECORDING, RETURN TO:  
Resort Resources, Inc.  
PO Box 1466  
Bend, OR 97709  
Attn: Ms. Karen Smith

**AMENDED AND RESTATED  
SUPPLEMENTAL DECLARATION  
ANNEXING PHASE 1 OF THE TIMBERS TO  
RIDGEWATER**

**THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION** is made this 18<sup>th</sup> day of March, 2008, by Running Y Resort, Inc., an Oregon corporation, doing business as **RIDGEWATER PROPERTIES ("Declarant")** and **RIDGEWATER COMMUNITY ASSOCIATION**, an Oregon nonprofit corporation (the "**Association**") and amends, replaces and supersedes the Supplemental Declaration Annexing Phase 1 of The Timbers to RidgeWater, which was recorded on October 12, 2007 in the official records of Klamath County, Oregon as Document No. 2007-017715 (the "**Original Declaration**").

**RECITALS**

A. Declarant is the Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for RidgeWater, dated September 8, 2006, and recorded September 11, 2006 in the records of Klamath County, Oregon, as Document No. 2006-018271 (the "**Master Declaration**"). The definitions contained in the Master Declaration are hereby adopted by reference.

B. Declarant has recorded the plat of Tract 1506, The Timbers, Phase 1. Pursuant to Section 2.2 of the Master Declaration, Declarant wishes to annex a portion of the property thereof as described in "**Exhibit A**" attached hereto, to RidgeWater as Additional Property and subject the same to the Master Declaration, and to designate the Additional Property as a Neighborhood to be known as "**The Timbers**." This Declaration shall be a Neighborhood Declaration for purposes of the Master Declaration.

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.

Amended and Restated Supplemental Declaration The Timbers Phase 1

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C. Section 5.1 of the Original Declaration provides that the Original Declaration may be amended by a vote or written consent of Owners of seventy-five (75%) percent of the Units in The Timbers, together with the written consent of the Class B member of the Association. The Declarant and the Association have obtained the vote or written consent as required by the Original Declaration and desire to amend and restate all of the provisions of the Original Declaration.

**NOW, THEREFORE,** Declarant does hereby declare and provide as follows:

1. **PROPERTY ANNEXED.** Declarant hereby declares that all of the property described in Exhibit A shall be annexed to RidgeWater and the Master Declaration as Additional Property and that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Master Declaration.

2. **LAND CLASSIFICATIONS.** All of the land within the Additional Property annexed hereby is included in one or another of the following classifications:

(a) Units, which shall consist of Lots 1 through 4 and Lots 20 through 26 of the plat of Tract 1506, The Timbers, Phase 1.

(b) Common Areas, which shall be "Common Area B", "Common Area C", "Common Area D", "Common Area E", "Common Area F", "Common Area G", and all private roads as shown on the plat of Tract 1506, The Timbers, Phase 1.

(c) There are no Neighborhood Common Areas within the Additional Property.

3. **NEIGHBORHOOD DESIGNATION.** Pursuant to Section 3.1 of the Master Declaration, the Additional Property is hereby designated as a Neighborhood to be known as "The Timbers."

4. **ADDITIONAL RESTRICTIONS.** In addition to the restrictions contained in the Master Declaration, the Additional Property shall be subject to the following restrictions:

4.1 **Windows, Decks, Porches, Outside Walls and Yards.** In order to preserve the attractive appearance of The Timbers, 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 Unit. Garments, rugs, laundry and other similar items may not be hung from windows, facades, porches or decks.

4.2 **Alterations.** Owners are expressly prohibited from painting or changing the exterior of the building or other structure without written permission of the Design Review Committee and the Association. No fences or other structures may be installed within the Unit without the prior written approval of the Association and the Design Review Committee.

4.3 **Landscape.** All exterior landscape installations and plantings must be approved by the Association and the Design Review Committee. Any alterations to landscaping are subject to the review and approval of the Design Review Committee as provided in the Design Guidelines.

4.4 **Neighborhood Policies and Procedures.** 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 Units within The Timbers as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of The Timbers. 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 The Timbers and shall be binding upon all Owners and occupants of all Units within The Timbers upon the date of delivery. The method of adoption of such Policies and Procedures shall be as provided in the Bylaws of the Association.

4.5 **Maintenance.**

(a) **Maintenance of Entry Feature.** The Association shall maintain the landscaping, sign and any other entry feature facilities associated with the entrance to The Timbers located within the street identified as Timber Ridge Loop on the plat of Tract 1506, The Timbers, Phase 1. The cost of such maintenance by the Association shall be designated as a Neighborhood Expense and assessed as provided in Section 4.7.

(b) **Owner's Maintenance Responsibilities.** Each Owner shall be responsible for maintaining the Owner's Unit and Improvements thereon as provided in the Master Declaration.

4.6 **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 Unit, with the exception of any dwelling on such Unit, 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 Unit.

4.7 **Neighborhood Assessments.** The costs of maintenance as set forth in Section 4.5(a), together with the costs of enforcing the restrictions contained in this Declaration, including reasonable administrative costs relating thereto, shall be assessed to each Unit within The Timbers on an equal basis as Neighborhood Assessments and enforced as such under the Master Declaration.

4.8 **Neighborhood Association.** Declarant, or following the expiration of the Development Period the Owners within The Timbers (by majority vote), may elect to establish a Neighborhood Association for The Timbers as provided in Section 3.3 of the Master Declaration. In such event, Declarant, or the Association, if applicable, shall adopt Articles of Incorporation and initial Bylaws for the Neighborhood Association and supervise the organization of and election of directors for the Neighborhood Association, and the Neighborhood Association shall assume those rights and obligations delegated to it by the Declarant or the Board as provided in the Master Declaration.

5. **AMENDMENT.**

5.1 This Declaration may be amended by any of the following methods: (a) by Declarant at any time prior to the closing of the sale of the first Unit in the Additional Property (b) by amendment of the Master Declaration in accordance with the terms thereof, or (c) prior to the date that all of the Units in The Timbers have been conveyed to Owners other than a successor Declarant, by a vote or written consent of the Owners of 75 percent of the Units in The Timbers, together with the written consent of the Class B member of the Association, or if a Neighborhood Association has been established, the written consent of the Class B member of the Neighborhood Association for The Timbers, if such Class B membership has not been terminated.

5.2 In no event shall an amendment under this Section 5 create, limit or diminish special Declarant rights without Declarant's written consent, or change the boundaries of any Unit or any uses to which any Unit is restricted under this Declaration or change the method of determining liability for common expenses, the method of determining the right to common profits or the method of determining voting rights of any Unit unless the Owners of the affected Units unanimously consent to the amendment. Declarant may not amend this Declaration to increase the scope of special Declarant rights reserved in this Declaration after the sale of the first Unit of the Additional Property unless Owners representing 75 percent of the Units, other than Declarant, agree to the amendment.

5.3 Any such amendment shall become effective only upon recordation in the Deed of Records of Klamath County, Oregon of a certificate of the president and secretary of the Association setting forth in full the amendment so approved and certifying that such amendment has been approved in the manner required by the Master Declaration or this Declaration, as applicable, and ORS 94.590, and acknowledged in the manner provided for acknowledgement of deeds.

6. **OTHER PROVISIONS.** The terms and conditions of this Declaration are in addition to and do not supersede or replace the terms and conditions of the Master Declaration, all of which shall remain in full force and effect.

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

RUNNING Y RESORT, INC., an Oregon corporation, doing business as  
**RIDGEWATER PROPERTIES**

By: Todd Andres

Its: ASSISTANT SECRETARY

**RIDGEWATER COMMUNITY ASSOCIATION**,  
an Oregon nonprofit corporation

By: Todd Andres

Its: HOA PRESIDENT

STATE OF OREGON )  
County of Klamath )Ss.

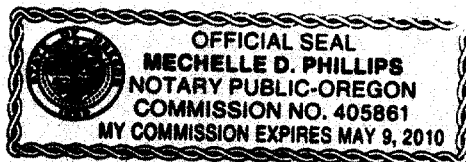
The foregoing instrument was acknowledged before me this 25 day of March, 2008 by Todd Andres the Assistant Secretary of RUNNING Y RESORT, INC., an Oregon corporation doing business as RIDGEWATER PROPERTIES.



Mechelle D. Phillips  
Notary Public for Oregon  
My commission expires: May 9, 2010

STATE OF OREGON )  
County of Klamath )Ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2008 by Todd Andres the Authorized Agent, HOA President of RIDGEWATER COMMUNITY ASSOCIATION, an Oregon nonprofit corporation.



Mechelle D. Phillips  
Notary Public for Oregon  
My commission expires: May 9, 2010

CERTIFICATE OF SECRETARY

I, the undersigned, the duly elected and acting Secretary of RidgeWater Community Association, an Oregon nonprofit corporation, do hereby certify:

That the within and foregoing Amended and Restated Supplemental Declaration Annexing Phase 1 of The Timbers to RidgeWater was duly adopted by the vote or written consent of Owners of not less than seventy-five percent (75%) of the Units in The Timbers at RidgeWater together with the consent of the Class B member.

IN WITNESS WHEREOF, I have subscribed my name this 18 day of March, 2008.

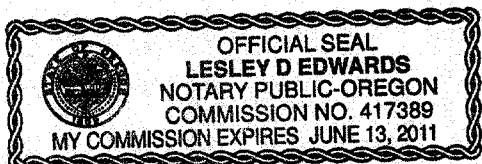
**RIDGEWATER COMMUNITY ASSOCIATION,**  
an Oregon nonprofit corporation

By: [Signature]

Its: Secretary

STATE OF OREGON )  
County of Deschutes )Ss.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2008 by Karen L. Smith the Secretary of RIDGEWATER COMMUNITY ASSOCIATION, an Oregon nonprofit corporation.



Lesley D. Edwards  
Notary Public for Oregon  
My commission expires: 6/13/2011

## **EXHIBIT A**

### **“Additional Property”**

All of the following described property as shown on Tract 1506, The Timbers, Phase 1 plat recorded October 11, 2007 in the office of the County Recorder, Klamath County, Oregon:

Units: Lots 1 - 4 and Lots 20 - 26

Common Areas: “Common Area B”, “Common Area C”, “Common Area D”, “Common Area E”, “Common Area F”, “Common Area G” and all private roads as shown on the above referenced plat.

Neighborhood Common Areas: None

Excluded Areas: “Common Area A” and “Developer Lot 34”