AFTER RECORDING, RETURN TO: Shield Crest Homeowner's Association Post Office Box 7331 Klamath Falls OR 97602 2010-011728 Klamath County, Oregon



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Fee: \$87.00

RESTATED DECLARATION OF SHIELD CREST A PLANNED COMMUNITY

RECITALS:

- A. The Declaration of Shield Crest, A Planned Community was recorded December 11, 1980 in Volume M80 at Page 24027, and again on March 16, 1984 in Volume M84 at Page 4256. The Declaration was amended by Amendments recorded April 19, 1984 in Volume M84 at Page 6541; November 9, 1985 in Volume M85 at Page 18238; July 17, 1989 in Volume M89 at Page 13036; March 30, 1999 in Volume M99 at Page 11258; and January 26, 2001 in Volume M01 at Page 3239, all in deed records of Klamath County, Oregon.
- B. The Declaration of Shield Crest, as amended, provides for a Planned Community composed of the platted lots shown on the Plats of "Tract 1172 Shield Crest," "Tract 1245 First Addition to Shield Crest," and Tract 1257, a Resubdivision of a portion of Tract 1245.
- C. The Planned Community is represented by the Shield Crest Homeowner's Association, an Oregon nonprofit corporation ("Association").
- D. The Board of Directors of the Association reviewed the Declaration and Amendments and recommended to the Members of the Association approval of this Restated Declaration of Shield Crest.
- E. Following Notice as provided by law, an election by written ballot of the owners of the 65 lots that make up the Association was conducted. On September 21, 2010, the 49th ballot voting in favor of the Restated Declaration was received, the voting was closed, and the Restated Declaration was approved in the manner provided by law.

WHEREFORE, the following Restated Declaration of Shield Crest, A Planned Community, revokes the original Declaration and all amendments previously made thereto in their entirety.

Under the provisions of the Oregon Planned Community Act, the undersigned declares as follows:

- 1. Name: The name of the planned community shall be Shield Crest.
- 2. <u>Location</u>: The planned community is located in Klamath County, Oregon, and is not located in any incorporated city.
- 3. <u>Legal Description</u>: The legal description of the real property subject to the Restated Declaration of Shield Crest is:

Lots 2 through 9, inclusive, and parcels 1 and 2 of Land Partition 60-92 of Block 1; Lots 1 through 11, inclusive, and parcels 1 and 2 of Land Partition 61-92 of Block 2; and Lots 1 through 25, inclusive, of Block 3 of Tract 1172 Shield Crest; Lots 1 through 8, inclusive, of Block 4, and Lots 1 through 7, inclusive, of Block 5 of Tract 1245, First Addition to Shield Crest; and Lot 9 of Block 4 of Tract 1257, a Resubdivision of a portion of the First Addition to Shield Crest, together with Westgate Drive, Arant Road, Greenbrier Drive, Arant Place, and Shield Crest Drive as shown on said Tract 1172, Shield Crest, Klamath County, Oregon.

- 4. <u>Number of Lots</u>: There are 65 lots in the Planned Community, including the two parcels created by Klamath County, Oregon Land Partition 61-92.
- 5. <u>Common Property:</u> The following described real property shall be common property of the Planned Community:

Arant Road: Commencing at the corner common to Section 5, 6, 7, and 8, T39S, R10 E.W.M; thence S00°20'34"W 15.00 feet to the true point of beginning; thence S26°39'E 16.75 feet; thence N89°45'36"E 23.52 feet to the beginning of a curve to the left; thence along the arc of a 230' radius curve to the left (central angle = 20°39'24") 82.92 feet to the beginning of a curve to the right; thence along the arc of a 170 foot radius curve to the right; (central angle = 22°04'01") 65.47 feet; thence S88°49'47"E 2467.31 feet to the ½ corner common to Sections 5 & 8; thence N00°42'47"W 60.03 feet; thence N88°49'47"W 2465.34 feet to the beginning of a curve to the left; thence along the arc of a 230.00 foot radius curve to the left, (central angle = 22°04'01") 88.58 feet to the beginning of a curve to the right; thence along the arc of a 170.00 foot radius curve to the right (central angle = 20°39'24") 61.29 feet; thence S25°08'41"W 49.84 feet; thence S89°45'36"W 9.56 feet to the point of beginning.

Westgate Drive: Beginning at the southeast corner of Block 1, Tract 1172; thence N01°10′13″E along the east line of Block 1, 1268.76 feet to the northeast corner of Block 1; thence S89°01′08″E 60.00 feet to the northwest corner of Block 2; thence S01°10′13″W along the west line of Blocks 2 & 3, 1268.96 feet to the southwest corner of Block 3; thence N88°49′47″W, 60.00 feet to the point of beginning.

Greenbriar Drive & Ivan Lane: Beginning at the southwest corner of Lot 1, Block 2, Tract 1172; thence S88°49'47"E along the south line of Block 2, 1290.00 feet to the beginning of a curve to the right; thence along the arc of a 230.00 foot radius curve to the right (central angle = 90°00'00") 361.28 feet; thence S01°10'13"W 740.00 feet to the southwest corner of Lot 12, Block 2; thence N88°49'47"W 60.00 feet; thence N01°10'13"E along the east line of Block 3, 740.00 feet to the beginning of a curve to the left (central angle = 90°00'00") 267.05 feet; thence N88°49'47"W along the north line of Block 3, 1290.00 feet to the northwest corner of Block 3; thence N01°10'13"E 60.00 feet to the point of beginning.

Arant Place: Beginning at the southeast corner of Lot 25, Block 3, Tract 1172; thence N01°10"13"E 415.00 feet to the beginning of a curve to the right; thence along the arc of a 60.00 foot radius curve to the right (central angle = 270°00′00") 282.75 feet; thence S01°10′13"W 355.00 feet; thence N88°49′47"W 60.00 feet to the point of beginning.

Shield Crest Drive: Commencing at the 1/4 corner common to Sections 5 & 8, T39S, R10 E.W.M.; thence N88°49'47"W along the south line at Arant Road, 1202.48 feet to the true point of beginning; thence S01°10'13"W 70.98 feet to the beginning of a curve to the left; thence along the arc of a 270.00 feet radius curve to the left (central angle = 52°34'17") 247.74 feet; thence S51°24'04"E 69.34 feet to the beginning of a curve to the right; thence along the arc of a 30.00 foot radius curve to the right (central angle = 46°25'16") 267.37 feet; thence \$04°58'48" E 984.75 feet to the beginning of a curve to the right; thence along the arc of a 330.00 foot radius curve to the right (central angle = 30°45'11") 177.13 feet; thence \$25°46'23"W 315.00 feet to the beginning of a curve to the left; thence along the arc of a 220.00 foot radius curve to the left, (central angle = 25°47'46") 99.11 feet; thence S00°02'23"E 881.71 feet to the beginning of a curve to the right; thence along the arc of a 180.00 foot radius curve to the right, (central angle = 24°14'35") 76.16 feet; thence \$23°08'14" E 55.75 feet to State Highway 140; thence N65°47'48"W along the State Highway right-of-way line 142.00 feet; thence N71°32'38"E 55.75 feet to the beginning of a curve to the left; thence along the arc of a 120.00 foot radius curve to the left (central angle = 24°14'35") 50.78 feet; thence N00°02'23"W 881.71 feet to the beginning of a curve to the right; thence along the arc of a 280.00 feet radius curve to the right, (central angle = 25°48'46") 126.15 feet; thence N25°46'23"E 315.00 feet to the beginning of a curve to the left; thence along the arc of a 270.00 foot radius curve to the left (central angle = 30°45'11") 144.92 feet; thence N04°58'48"W 984.75 feet to the beginning of a curve to the left; thence along the arc of a 270.00 foot radius curve to the left, (central angle = 46°25'16") 218.75 feet; thence N51°24'04"W 69.34 feet to the beginning of a curve to the right; thence along the arc of a 330.00 foot radius curve to the right (central angle = 52°34'17") 302.79 feet; thence N01°10'13"E 70.98 feet; thence S88°49'47"E 60.00 feet to the point of beginning.

- 6. <u>Reservation of Declarant</u>: This section is revoked, as the Planned Community is fully developed, and the Declarant has turned over control of the Association to its Members.
- 7. Allocation of Votes: Each lot is allocated one vote.

- 8. <u>Common Expenses and Profits:</u> Each lot is liable for an equal pro rata share of the common expenses and profits of the Association. Such charges and profits shall be allocated to the lots equally, regardless of ownership or size of the lot.
- 9. Reserve Account: The reserve account assessments, which are for replacement and major maintenance of common property, shall be charged and assessed equally against each lot, regardless of ownership or size of the lots. Annually, the Association's Board of Directors shall conduct a reserve study or review to determine the reserve account requirements and may adjust the amount of assessments as indicated by the study or review and provide for other reserve items the Board of Directors, in its discretion, may deem appropriate. The reserve account may only be used for purposes for which reserves have been established and shall be kept separate from the Association's other funds. The Board of Directors may borrow funds from the reserve account to meet unexpected seasonal demands or unexpected increases in expenses. Provided, however, that the Board shall adopt a Resolution providing for the repayment of such loan within a reasonable period of time.
- 10. <u>Conditions and Restrictions</u>: This section is revoked and is replaced by the Recitals and opening clause of this Restated Declaration.
- 11. Use of Lots: Lots may only be used for residential use.
- 12. <u>Conveyance of Common Property:</u> The Homeowner's Association under the provisions of ORS 94.665 may convey or subject to a security interest any portion of the common property.
- 13. (A) Architectural Review: No improvement shall be commenced, erected, placed, or altered on any lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the Architectural Review Committee ("ARC"). This Article's purpose is to assure quality of workmanship and materials and harmony between exterior design and the existing improvements and landscaping and as to location with respect to topography and finished grade elevations. The ARC shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes, or other governmental regulations, all of which are the lot owners' responsibility. The procedures and specific requirements for review and approval of construction shall be set forth in design guidelines and standards adopted from time to time by the ARC. The provisions of this article shall apply in all instances in which this Restated Declaration or the Association's Bylaws requires the ARC's consent.
- (B) <u>Architectural Review Committee</u>, <u>Appointment</u>, <u>and Removal</u>: The ARC shall consist of no fewer than three members and no more than five members appointed annually by the Board of Directors. Each ARC member shall serve for one year. Board members and persons who are not owners but who have special expertise regarding the

matters that come before the ARC may serve as all or some of the ARC's members. The Board may appoint itself as the ARC or any of its members to the ARC. If an ARC has not been appointed, the Board shall serve as the ARC.

- (C) <u>Majority Action</u>: Except as otherwise provided in this Restated Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC without the necessity of a meeting and without the necessity of consulting the remaining member or members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.
- (D) <u>Duties:</u> The ARC shall consider and act on the proposals and/or plans submitted pursuant to this article. The ARC may adopt architectural rules, regulations, and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Restated Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials, and similar features that may be used in Shield Crest. Provided, however, that the Architectural Standards shall not be in derogation of the minimum standards established by this Restated Declaration. Any such architectural standards shall be provided to the Board of Directors for its review and approval.
- (E) <u>ARC Decision</u>: The ARC shall render its written decision approving or denying each construction application submitted to it within thirty (30) working days after its receipt of all materials required with respect to such application. If the ARC fails to render such written decision within 30 days of its receipt of all required materials or request an extension, the application shall be deemed approved. The ARC shall be entitled to one extension of time, not to exceed 30 days. In the event such extension is requested, if the ARC does not render a written decision within 15 days after the expiration of the extension, the application shall be deemed approved. Provided, however, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.
- (F) <u>ARC Discretion</u>: The ARC may withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular lot or incompatible with the design standards that the ARC intends for Shield Crest.
- (G) <u>Non-waiver</u>: Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
- (H) Appeal: Any property owner adversely impacted by an ARC action may appeal such action to the Board. Within 10 days after the ARC's action, such appealing property owner shall submit to the Board a written notice of appeal setting forth specific objections or mitigating circumstances justifying the appeal. The Board shall issue a final, conclusive decision within 45 days after receipt of such notice, and such decision

shall be final and binding on the appealing property owner and the ARC. If the Board is serving as the ARC, then such appeal shall be deemed a request for reconsideration.

- (I) <u>Effective Period of Consent</u>: The ARC's consent to any proposed work shall automatically expire three months after issuance unless construction of the project has been commenced or the property owner has applied for and received an extension of time from the ARC.
- (J) <u>Determination of Compliance</u>: The ARC may inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the property owner in writing of the noncompliance. The notice shall specify the particulars of noncompliance and shall require the property owner to remedy the noncompliance.
- (K) Noncompliance: If the ARC determines that a property owner has not constructed an improvement consistent with the specifications of an ARC approval or has constructed an improvement without obtaining ARC approval, sends a notice of noncompliance to such property owner, and such property owner fails to commence diligently remedying such noncompliance in accordance with such notice by 5 p.m. on the third day after issuance of such notice, the ARC shall provide notice of a hearing to consider the property owner's continuing noncompliance. The hearing shall be set not more than 30 days from the date on which the notice of noncompliance was issued. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of achieving compliance and may issue a penalty against the noncomplying property owner for such amount. The ARC also shall require the property owner to remedy such noncompliance within 10 days after the date of the ARC's determination. If the property owner does not comply with the ARC's ruling within such period or any extension thereof granted by the ARC, at its sole discretion, the ARC may remove the noncomplying improvement, remedy the noncompliance, and/or record a notice of noncompliance in the county deed records. The costs of any such action shall be assessed against the lot and property owner as an assessment either before or after any remedial action is taken.
- (L) Estoppel Certificate: Within 15 working days after the ARC's receipt of a written request from a property owner and the ARC's receipt of payment of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such property owner with a certificate executed by the Chairperson or other authorized member of the ARC certifying with respect to any lot owned by the property owner that, as of the date thereof, either (a) all improvements made or done upon such lot comply with this Restated Declaration, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The property owner and such property owner's heirs, devisees, successors, and assigns shall be entitled to rely on the certificate with respect to the matters set forth therein. The certificate shall be conclusive as among Declarant, the

ARC, the Association, all property owners, and all persons deriving any interest through any of them.

- 14. <u>Restriction, Use and Maintenance of Lots</u>: The following is a Statement of Restrictions, Uses and Maintenance of lots in the Planned Community and the means of enforcing the terms of this provision:
- A. <u>Utility Connections</u>: No aboveground utilities, pipes, or wires may be used to connect any utility or other service to the improvements on a lot. Television and radio antennas and reception dishes or discs shall be located on a lot in a manner so they do not create a visual nuisance. Exceptions to this restriction for antennas, dishes, and discs used to receive video programming will be granted if, in the judgment of the ARC, strict enforcement of this rule will cause: (1) unreasonable delay in use of the dish or disc or will prevent installation, maintenance or use of the dish or disc; (2) will unreasonably increase the cost of installation, maintenance, or use; (3) will preclude reception of an acceptable quality signal, or (4) for any other reason acceptable to the ARC.
- B. <u>Temporary Structures</u>: No structures of a temporary character: trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanently. No mobile homes or trailers will be allowed for temporary or permanent use. However, a builder or his agents may construct or move a small construction shed upon the property, but only for the duration of the construction period.
- C. <u>Fences</u>: No fence, wall or hedge in excess of forty-two (42) inches in height shall be permitted to extend from the minimum front setback line of the house to the curb line on the street. No fence shall exceed six (6) feet high on any portion of the lot. All fences shall be made of materials that are compatible with the main dwelling. The provisions of this paragraph shall not apply to fences built on the exterior boundary of the Planned Community. Such boundary fences shall be constructed of good materials and kept in a like new condition at all times.
- D. <u>Nuisances</u>: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood. The shooting of BB guns, air rifles, firearms or dangerous type weapons on the premises are prohibited.
- E. <u>Livestock and Poultry</u>: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. No animals are to be allowed to roam outside the owner's premises without being controlled on a leash. The handler shall immediately pick up and properly dispose of waste left by the animal.
- F. <u>Maintenance</u>: Each lot and the improvements, including the yard and landscaping on the lot, and that portion of the common area adjoining a lot that has been

improved by the lot owner, shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard.

- G. Replacement: If a home is partially damaged by fire or other hazard, the home shall be replaced, subject to approval of the Architectural Control Committee, within six (6) months. If a home is totally destroyed by fire or other hazard, and the owner prefers to not replace the home, the lot shall be promptly cleared and put in a clean and attractive condition. For good cause shown, extensions of time may be approved by the Architectural Control Committee.
- H. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage, and any waste shall not be kept except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and sanitary conditions. No rubbish may be burned or buried within the Planned Community except that weeds, grass, and yard trimmings may be burned. All lots must be maintained to control and prevent grass and range fires. All garbage containers, fire wood, refuse, fuel tanks, and clothes lines must be screened from view of neighboring lots. The owner may park a utility trailer being used in accordance with landscape cleanup in the driveway of the owner's lot for not more than seven days during any 30-day period.
- I. <u>Lighting</u>: No offensive exterior lighting or noise making devices shall be installed or maintained on a lot without written Architectural Control Committee approval.
- J. <u>Signs</u>: Political signs may be posted on a lot during a political campaign, but shall be removed within 72 hours following the election. One professional sign of not more than four square feet to identify the address and/or resident or one sign not more than nine square feet in size advertising the property for sale or rent is allowed. Yard/garage sale signs are allowed as long as they are put up not more than 72 hours before the sale and promptly removed after the sale. Open House signs are allowed as long as they are promptly taken down after the Open House. No other sign of any kind shall be displayed to public view on any lot.
- K. <u>Dwelling Quality and Size</u>: No building, other than a single-family dwelling and approved accessory buildings for residential use, may be constructed on any lot. No mobile home or trailer may be used as a residence. Not more than one single-family dwelling not to exceed two stories in height shall be constructed on any lot. Accessory buildings incidental to residential use shall be of the same or acceptable architecture and exterior finish as the main home. Basements, which are daylight, split entry, and split level types, shall not be considered in determining the number of stories in the dwelling. Minimum square footage per single-family dwelling is 2,000 square feet, excluding the garage and porches. The materials and quality of construction shall be of good quality and workmanship and shall complement the character of the construction of other residences in the Shield Crest community.

- L. <u>Building Location</u>: No structure shall be located on any lot nearer than 75 feet to the centerline of a street or nearer than 20 feet to an interior side lot line or a side lot line that abuts a street or highway. No structure shall be nearer than 25 feet from a rear lot line on inside lots or 16 feet from the rear lot line on outside lots.
- M. <u>Landscaping</u>: All lots shall be landscaped within one year from the date recorded on the Final Inspection Certificate from the Klamath County Building Department. Not less than 20 percent of the front yard is to be in grass with the remainder to be landscaped in a professional manner with suitable material. No Chinese elm, cottonwood, or poplars will be permitted.
- N. <u>Driveways</u>: Driveways must be composed of brick, concrete pavers, asphalt or concrete.
- O. <u>Completion of Construction</u>: All dwellings shall be completed within 18 months from the date the Building Permit is issued.
- P. <u>Parking</u>: No inoperable vehicle shall be parked or stored on a lot. Parking of recreational vehicles is not permitted on the street in front of the residence. The streets shall not be used for parking vehicles except on a temporary basis. Off-street parking shall be provided by each property owner for at least two vehicles. No commercial vehicle with a gross weight in excess of 10,000 pounds will be allowed on the streets within Shield Crest except for deliveries or for construction or maintenance related activities. No parking or storage of commercial vehicles, trailers, trucks with a gross weight in excess of 10,000 pounds, campers, boats, boat trailers, snowmobiles, or other off-road vehicles shall be permitted unless they are garaged, screened, or concealed from the view of any neighbor. However, temporary parking, not to exceed seven days during any 30-day period is allowed on the lot. Four wheelers, dirt bikes, and similar unlicensed off-road vehicles shall not be operated within the Planned Community on either lots or streets except for snow removal. Golf carts may be operated on the streets by licensed drivers or by non-licensed drivers when accompanied by a licensed individual 18 years of age or older.

15. Enforcement:

- 15.1 <u>Complaint Process</u>: If a member reasonably believes that another lot owner is in violation of the provisions of the Bylaws or the Restated Declaration of Shield Crest, such member shall communicate his or her concern to the lot owner. If the parties are not able to satisfactorily resolve the concern, then the member may file a complaint with the Board of Directors. The complaint shall:
 - (a) Be in writing, dated, and signed by the member making the complaint;
- (b) Provide sufficient details to allow the Board of Directors to fully investigate the complaint; and

- (c) State that the member contacted the lot owner and attempted in good faith to resolve the issue.
- 15.2 <u>Investigation</u>: Upon receipt of the complaint, the President of the Board shall assign one or more Board members to investigate the complaint. If the Board member(s) find that a violation may exist, they shall issue a Notice of Violation to the offending lot owner advising him or her of the violation and directing the lot owner to immediately cease and desist from violating the Restated Declaration or Bylaws. If the violation cannot be immediately remedied, then the Notice shall direct the lot owner to immediately commence action to remedy the violation and to work diligently to cure the violation by a date stated in the Notice.

The Notice shall inform the offending lot owner that if the landowner contests the findings of the investigator or requires more time to remedy the violation, the landowner may attend a meeting of the Board of Directors. The letter shall state the time, date, and place of the next Board meeting. At the meeting, the Board shall allow the lot owner to present such information and explanation as he or she may desire. The Board may make such determination as, in its sole and exclusive discretion, deems appropriate.

15.3 <u>Penalties:</u> The intent of this section is to encourage members of the Association to informally and civilly resolve their concerns. If the Board of Directors finds that the lot owner is in violation of the Bylaws or Restated Declaration as described in the Notice, the Board may impose a fine of \$100 against the lot owner and direct the lot owner to cure the violation by a time and date set by the Board.

If the violation has not been cured by the date established by the Board, the Board may levy an additional penalty of \$200. If the violation has not been cured within 30 days thereafter, an additional penalty of \$400 shall automatically accrue. Additional penalties of \$400 each shall accrue each 30 days thereafter until the violation has been cured, or penalties totaling \$2,500 have accrued.

- 15.4 <u>Repeated Violations</u>. If a lot owner violates the same section of the Bylaws or Restated Declaration within 12 months following the first request by another member to cure a violation, the complaining member need not contact the lot owner and may immediately submit a written complaint to the Board. The Board shall follow the investigation process set forth above. If the investigator finds that a violation occurred and the Board concurs, a penalty of \$200 may be assessed against the lot owner even if the violation has been remedied. The penalty assessed for a repeat violation shall double each time the violation reoccurs within a 12-month period.
- 15.5 <u>Collection</u>. Any penalty remaining unpaid 30 days after it is levied or it accrues shall be subject to the late fee, interest, enforcement, and collection process set forth in the Bylaws of the Shield Crest Homeowner's Association.
- 16. <u>Amendment of Declaration:</u> This Restated Declaration, or any portion thereof, may be amended by an affirmative vote of 75 percent of the lot owners.

The undersigned President and Secretary of the Board of Directors of the Shield Crest Homeowner's Association certify that the foregoing Restated Declaration of Shield Crest, A Planned Community, was adopted in accordance with the Declaration and the provisions of ORS 94.590.

Dated this 4th day of October	, 2010.
By: Associated Resident	EIATION By: Jewer Kull Its Secretary
STATE OF OREGON, County of Klamath) This instrument was acknowledged b	efore me on October 4, 2010 by
Melvin O Ferguson, as President Secretary, of Shield Crest Homeowner's Ass	it, and <u>Jenni for Kelly</u> , as ociation.
	Vicki Similles