



00184229201600031260040040

03/24/2016 02:48:22 PM

Fee: \$57.00

Returned at Counter

After Recording return to:
Donald R. Crane
Attorney at Law
37070 Highway 62
Chiloquin, OR 97624

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SHERWOOD FOREST**

This Second Amended Declaration of Covenants and Restrictions for SHERWOOD FOREST is made by the Successor Declarant, which consist of Jamie H. Jackson and Sherrie A. Jackson, not as tenants in common but with the right of survivorship as to an undivided 2/3 interest and Robert A. Stewart and Marilyn J. Stewart, husband and wife as to an undivided 1/3 interest. Hereinafter the parties will be referred to collectively as "Successor Declarant".

The original "Declaration of Covenants and Restrictions for Sherwood Forest" (herein referred to as "Declarations") was recorded by Jerry O. Anderson and Elizabeth A. Anderson (herein called "Declarant") on August 23, 2006 at volume and page 2006-16976 Records of Klamath County, Oregon and was first amended by Declarant in a document named "First Amendment To Declaration of Covenants, Conditions, and Restrictions for Sherwood Forest" (herein called First Amendment") on May 14, 2007 at 2007-008772, Records of Klamath County, Oregon. This document is the Second Amendment to Declaration of Covenants and Restrictions for Sherwood Forest (herein called "Second Amendment"). Its purpose is to incorporate the language of the First Amendment and to update, correct and amend the language of the Declarations, as follows:

RECITALS:

Successor Declarant is the present owner of all of the real property and improvements thereon located in Klamath County, Oregon described as follows (the "Property"):

All Lots and Tracts as shown on the plat map of Tract #1420-Serwood Forest situated in the SE1/4 of Section 35, T38S, R9 E.W.M. according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Successor Declarant intends to develop Sherwood Forest as a Class II planned community. To establish Sherwood Forest as a planned community, Successor Declarant desires to impose these mutually beneficial covenants, conditions,

restrictions, easements, assessments, and liens on the Property, under a comprehensive general plan of improvement and development for the benefit of all Lots and the Common Area in Sherwood Forest.

The Declarant previously registered with the Oregon Corporation Commissioner a homeowners' association under the name Sherwood Forest Homeowners' Association, Inc. on August 1, 2006. That corporation was administratively dissolved by the Oregon Corporation Commissioner on September 28, 2007. A new homeowners association has been created by Successor Declarant with the Oregon Corporation Commissioner on August 11, 2015 under the name Sherwood Forest Homeowners' Association, Inc., Oregon Corporation Division Registry #113655690, to create a nonprofit corporation, to which will be delegated and assigned the powers and authority to own, maintain, and administer Common Area A (TL 5200) and facilities and to administer and enforce the covenants, conditions, and restrictions of this Amended Declaration, and to collect and disburse the assessments and charges hereinafter created.

The Successor Declarant will convey the Common Area A to the Sherwood Forest Homeowners' Association created August 11, 2015 ("Association"). Upon conveyance of Common Area A to the Association, the Association will assume the maintenance obligation of Common Area A for the benefit of the Owners and assess the Owners equally for the expenses.

NOW THEREFORE, Successor Declarant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the Oregon Planned Community Act as may be amended from time to time to time (ORS 94.550–94.783, except ORS 94.595 and ORS 94.604) and subject to the covenants, conditions, restrictions, easements, charges, and liens, provided in the original Declaration recorded on August 23, 2006 at volume and page 2006-16976 Records of Klamath County, Oregon as amended on May 14, 2007 at 2007-008772 Records of Klamath County, Oregon, which together with this Second Amendment shall run with the land, and which shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and which shall inure to the benefit of the Association and of each Owner.

SUBJECT HOWEVER to the following Amendments to the Declarations and incorporating the language of the First Amendment to the Declarations:

Section:

1.3 "Association shall mean and refer to Sherwood Forest Homeowners' Association, Inc., Oregon Corporation Division Registry #113655690, incorporated on August 11, 2015, its successors and assigns."

1.9 "Declarant shall be amended to read *Successor Declarant* throughout the provisions of the original Declaration of Covenants, Conditions, and Restrictions for Sherwood Forest,

the First Amendment To Declaration of Covenants, Conditions, and Restrictions for Sherwood Forest and this Second Amendment to the Declaration and shall refer to Jamie H. Jackson and Sherrie A. Jackson, not as tenants in common but with the right of survivorship, and Robert A. Stewart and Marilyn J. Stewart, husband and wife and their successors or assigns, or any assignee to all or the remainder of their interest in the Properties collectively as *Successor Declarant*.

4.12 Minimum Home Size. The minimum square footage area of a Home, exclusive of open porches, garages and outbuildings, shall be 1,400 square feet.

4.13 Detached Buildings. No detached accessory buildings, including, but not limited to, detached garage and storage buildings, shall be erected, placed or constructed upon any Lot without the prior consent of the ARC as created by the Declaration. Every detached accessory building, inclusive of such structures as storage buildings, greenhouses, doghouses, or children's playhouses shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition.

4.14 Residential Use. Lots may be used only for residential purposes. Except with the Board's consent, no trade, craft, business, profession, commercial activity, or similar activity of any kind may be conducted on any Lot, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business may be kept or stored on any Lot. Nothing in this Section 4.14 will be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Successor Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Sherwood Forest, or (c) the right of the Owner of a Lot to maintain the Owner's personal business or professional library, keep the Owner's personal business or professional records or accounts, handle the Owner's personal business or professional telephone calls or other electronic methods, or confer with business or professional associates, clients, or customers in the Owner's residence. The Board will not approve commercial activities otherwise prohibited by this Section 4.14 unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances. Except as otherwise provided, no signs advertising or identifying a business may be maintained on a Lot or viewable from outside the residence or a detached building.

4.15 Landscaping. Each Owner other than Successor Declarant must obtain the ARC's prior approval of all landscaping plans before commencing installation of any landscaping. Landscaping for all portions of the Lot must commence within 60 days after final building inspection by the local government jurisdiction and must be completed within six months after the inspection. This Section 4.15 applies to Lots with finished Homes being held for sale as well as to other Lots. The water charge for irrigation will be borne by the Association if connected to the common water system and borne by the individual Owners if the water system is connected to the individual home around which landscaping is installed. Owners must irrigate their entire yards to keep lawns green and

