



01010270201500378750130138

09/14/2015 02:58:03 PM

D-CCR Cnt=1 Stn=4 SRB
\$65.00 \$11.00 \$21.00 \$10.00 \$6.00

When recorded, return to:

Paul Taylor
Bryant, Lovlien & Jarvis, P.C.
591 SW Mill View Way
Bend, OR 97702

**SUPPLEMENTAL DECLARATION
TO
TETHEROW
(Outrider Overlook)**

THIS SUPPLEMENTAL DECLARATION OF TETHEROW (“**Supplemental Declaration**”) is made as of this 14th day of September, 2015, by SFI Cascade Highlands LLC, a Delaware limited liability company, (“**Declarant**”) and Tetherow Vacation Homes, LLC, an Oregon limited liability company (“**TVH**”), CE Land Acquisitions, LLC, an Oregon limited liability company (“**CELA**”), and Timberline Construction of Bend, LLC, an Oregon limited liability company (“**TCB**”) (collectively, TVH, CELA, and TCB are “**Supplemental Declarants**”).

Recitals

- A. Declarant is the successor declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Tetherow, recorded October 3, 2007, in the Official Records of Deschutes County, Oregon, as Document No. 2007-53418 (the “**Declaration**”).
- B. Tetherow Glen 58, LLC, an Oregon limited liability company (“**TG58**”), recorded the plat of Outrider Overlook in the Official Records of Deschutes County, Oregon as Document No. 2015-22222 (the “**Plat**”).
- C. TVH is the successor in interest to TG58 as to Lots 1-6 and 13-24, Common Area Tracts C and D, and private drives Blue Bucket Lane, Bonney Lane and Outrider Loop, as shown on the Plat.
- D. CELA is the successor in interest to TG58 as to Lots 7-12 as shown on the Plat.
- E. TCB is the successor in interest to CELA as to Lots 7 and 8 as shown on the Plat.
- F. Pursuant to Section 2.2 of the Declaration, and with the consent of Supplemental Declarants, Declarant desires to annex the Additional Property described in “Exhibit A,” attached hereto and incorporated herein by reference, to Tetherow, and subject the same to the Declaration.

NOW, THEREFORE, Declarant and Supplemental Declarants hereby declare as follows:

1. **OWNERSHIP OF ANNEXED PROPERTY.** Supplemental Declarants own the Annexed Property and hereby consent to this Supplemental Declaration.

2. PROPERTY ANNEXED. Declarant hereby declares that the Additional Property described in Exhibit A shall be annexed to Tetherow and that the Additional Property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration and this Supplemental Declaration.

3. LAND CLASSIFICATIONS. The annexed Additional Property is classified as follows:

3.1 Units, which shall consist of Lots 1 through 24 as shown on the Plat. Units may take the form of structures with a shared wall (“**Townhomes**”) or detached single family dwellings (“**Single Family Dwellings**”).

3.2 Common Areas, which shall be Common Area Tract C.

3.3 Neighborhood Common Areas, which shall be Blue Bucket Lane, Bonney Lane, Outrider Loop, and Common Area Tract D, all as shown on the Plat.

3.4 Neighborhood Declarant (as defined below) does not agree to build any specific future Improvements, but does not choose to limit Neighborhood Declarant’s rights to add Improvements not described in this Supplemental Declaration.

4. NEIGHBORHOOD DESIGNATION. Pursuant to Section 3.1 of the Declaration, the annexed Additional Property is hereby designated as the “Outrider Overlook” Neighborhood.

5. NEIGHBORHOOD ASSOCIATION.

5.1 Neighborhood Declarant shall establish a non-profit corporation with members to serve as the Neighborhood Association for Outrider Overlook (the “**Outrider Overlook Neighborhood Association**”).

5.2 The Outrider Overlook Neighborhood Association is vested with the authority and obligation to maintain the Neighborhood Common Areas, levy Neighborhood Assessments, promulgate and enforce rules and regulations, hold title to and administer, manage, operate, and insure Neighborhood Common Areas and/or easements located within Outrider Overlook, and any other powers afforded a Neighborhood Association under the Declaration, this Supplemental Declaration, and ORS 94.550 to 94.783 (the “**Oregon Planned Community Act**”). Prior to the formation of the Outrider Overlook Neighborhood Association, Neighborhood Declarant shall be responsible, at its sole cost and expense, for operating, managing, administering, insuring, maintaining, repairing and replacing the Neighborhood Common Areas in accordance with the Declaration and this Supplemental Declaration.

5.3 There shall be one class of membership within the Outrider Overlook Neighborhood Association.

5.4 Each Owner of a Unit shall, immediately upon creation of the Outrider Overlook Neighborhood Association and thereafter during the entire period of the Owner’s ownership of a Unit within Outrider Overlook, be a member of the Outrider Overlook Neighborhood Association. Such membership shall commence, exist and continue simply by virtue of such

ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

5.5 Members shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. If the Owners of a Unit cannot agree upon how to exercise their vote, then the vote for that Unit shall be disregarded completely in determining the proportion of votes given with respect to such matter, unless a valid court order establishes the authority of a co-Owner to vote.

5.6 Neighborhood Declarant shall produce an initial reserve study consistent with ORS 94.595 and establish a reserve fund on behalf of the Outrider Overlook Neighborhood Association to fund major maintenance, repair, or replacement of Neighborhood Common Areas that will normally require replacement in whole or in part in more than one (1), but less than thirty (30), years. The Outrider Overlook Neighborhood Association shall annually review and update the reserve study to determine assessments for the reserve fund.

5.7 Neighborhood Declarant shall produce an initial maintenance plan consistent with ORS 94.595 and establish an operating fund on behalf of the Outrider Overlook Neighborhood Association to fund all maintenance, repair, or replacement obligations. The Outrider Overlook Neighborhood Association shall annually review and update the maintenance plan to determine assessments for the operating fund.

5.8 Neighborhood Declarant shall convey the Neighborhood Common Areas to the Outrider Overlook Neighborhood Association on or before the Turnover Meeting held in accordance with the Bylaws of the Outrider Overlook Neighborhood Association (the “**Neighborhood Bylaws**”).

5.9 The Neighborhood Bylaws shall be recorded.

6. NEIGHBORHOOD DECLARANT CONTROL. Neighborhood Declarant shall have control over the Outrider Overlook Neighborhood Association for so long as Neighborhood Declarant holds an unexpired right to annex Additional Property into Outrider Overlook. Nothing herein shall prevent Neighborhood Declarant from sooner turning over control to the Owners of Outrider Overlook. Neighborhood Declarant, as required by the Neighborhood Bylaws, shall complete turnover in a manner consistent with the Oregon Planned Community Act.

7. ADDITIONAL RESTRICTIONS.

7.1 Outrider Overlook shall be subject to all of the terms and provisions of the Declaration except as modified or supplemented by this Supplemental Declaration.

7.2 Maintenance of Neighborhood Common Areas including, but not limited to, landscaping, paving, and snow plowing, shall be designed, installed, and maintained by the Outrider Overlook Neighborhood Association. Each Unit grants Neighborhood Declarant, the Association, the Outrider Overlook Neighborhood Association, and their respective officers,

employees, contractors, and agents, an easement over the Neighborhood Common Areas for purposes of maintaining the Neighborhood Common Areas. Expenses for maintenance shall be a Neighborhood Expense.

7.3 With the exception of landscaping, the Units within the Annexed Property shall at all times be maintained by the respective Owners in accordance with Section 10.1 of the Declaration.

7.4 Front-yard landscaping of the Townhome Units, including design, installation, maintenance, and repair, shall be the responsibility of the Outrider Overlook Neighborhood Association. Each Unit on which a Townhome is constructed grants Neighborhood Declarant, the Association, the Outrider Overlook Neighborhood Association, and their respective officers, employees, contractors, and agents, an easement over the Unit for purposes of landscaping. Expenses for landscaping shall be an Individual Assessment of the Townhome Owners. Landscaping of Single Family Dwellings shall be maintained by the Owners of Single Family Dwellings, consistent with Section 7.16 of the Declaration, at the sole expense of the Single Family Dwelling Owners.

7.5 If any portion of Outrider Overlook is not maintained in accordance with the Declaration, as modified or supplemented by this Supplemental Declaration, then the Association may exercise its corrective maintenance rights pursuant to Section 10.4 of the Declaration, after giving the responsible party reasonable notice and an opportunity to correct the deficient maintenance. If the Association exercises its corrective maintenance rights with respect to the Neighborhood Common Areas within Outrider Overlook, then the Association may levy Individual Assessments under the Declaration in equal amounts against all Units within Outrider Overlook (including Units owned by Neighborhood Declarant) to fund the costs incurred by the Association for the corrective maintenance. If the Association exercises its corrective maintenance rights with respect to any individual Unit within Outrider Overlook, then the Association may levy an Individual Assessment under the Declaration against that Unit (including any Unit owned by Neighborhood Declarant) to fund the costs incurred by the Association for the corrective maintenance of that Unit.

7.6 No Unit within Outrider Overlook may be subjected to any timeshare, fractional, co-ownership or vacation club program without the prior written approval of Declarant and Neighborhood Declarant during the Development Period or, after the Development Period, the Association and the Outrider Overlook Neighborhood Association.

7.7 Pursuant to Sections 3.11 and 4.3 of the Declaration, all Owners within Outrider Overlook must maintain at least a Social/Athletic Membership in the Club.

7.8 Unless an Owner is prohibited from leasing or renting his or her Unit by the terms of another document, an Owner shall be entitled to rent or lease his or her Unit if: (i) there is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of the Governing Documents (including any rules and regulations promulgated by the Outrider Overlook Neighborhood Association) and a failure to comply with any provision of the Governing Documents shall constitute a default under the agreement; (ii) the period of the rental or lease is not less than thirty (30) days; (iii) the Owner gives notice of the tenancy to the Board

and a copy of the lease, if requested, and has otherwise complied with the Governing Documents (including any rules and regulations promulgated by the Outrider Overlook Neighborhood Association); (iv) the Owner gives each tenant a copy of the Governing Documents (including any rules and regulations promulgated by the Outrider Overlook Neighborhood Association); and (v) the Unit is rented to not more than one (1) family at any time. Upon satisfaction of the foregoing conditions, all rights to the use and enjoyment of the Common Areas and Neighborhood Common Areas shall be exercised by the tenant rather than the Owner of the lease or rented Unit; however, the Owner shall not be relieved of the obligations and duties imposed by the Declaration or this Supplemental Declaration. The Owner may be fined for any violations of the Governing Documents (including any rules and regulations promulgated by the Outrider Overlook Neighborhood Association) committed by the tenant. No Owner may lease or rent an unimproved Unit.

8. NEIGHBORHOOD DECLARANT.

8.1 For the purposes of the Declaration and this Supplemental Declaration, TVH is designated Neighborhood Declarant. Any Neighborhood Declarant special rights provided by, or any responsibilities created under, the Declaration or this Supplemental Declaration shall be exercised or performed exclusively by TVH, its successors and assigns. Notwithstanding the foregoing, CELA and TCB shall enjoy the Neighborhood Declarant special rights provided in Section 10 below.

8.2 Except as otherwise expressly provided in this Supplemental Declaration, and notwithstanding any contrary provision in the Declaration, neither Declarant nor the Association shall delegate to Neighborhood Declarant or the Outrider Overlook Neighborhood Association, any obligations under the Declaration with respect to the Annexed Property or any other Common Areas that the Owners within Outrider Overlook have access to, without the written consent of Neighborhood Declarant, as long as Neighborhood Declarant owns any portion of the Annexed Property.

9. ANNEXATION OF ADDITIONAL PROPERTY INTO NEIGHBORHOOD.

9.1 Neighborhood Declarant reserves the right to annex any real property, subject to approval of Declarant, into Outrider Overlook for a period of fifteen (15) years from the recording of this Supplemental Declaration.

9.2 There is no limit on the number or type of Units Neighborhood Declarant may annex or create from annexed real property nor the amount or nature of Neighborhood Common Areas that Neighborhood Declarant may create from the annexed real property.

9.3 Neighborhood Declarant shall annex real property into Outrider Overlook through the procedures for annexation prescribed in the Declaration.

9.4 Upon annexation, Neighborhood Assessments shall be reallocated proportionately among the Units within Outrider Overlook.

9.5 Upon annexation, each Unit shall be entitled to the same voting rights as existing Units within Outrider Overlook.

10. **NEIGHBORHOOD ASSESSMENTS.** Each Unit within Outrider Overlook shall be subject to assessment in the manner and to the extent provided in Article 11 of the Declaration, as modified or supplemented by this Supplemental Declaration. The costs of operating, managing, administering, insuring, maintaining and replacing the Neighborhood Common Areas within Outrider Overlook and administering the Outrider Overlook Neighborhood Association shall be Neighborhood Expenses of the Outrider Overlook Neighborhood Association and such Neighborhood Expenses shall be assessed to each Unit and the Owner thereof. The Outrider Overlook Neighborhood Association shall have the power and obligation to levy, enforce and collect such Neighborhood Assessments from the Owners. Each Owner of a Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Outrider Overlook Neighborhood Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in the Declaration, this Supplemental Declaration or the Neighborhood Bylaws. Such Assessments and charges, together with any interest, late charges, expenses, or attorneys' fees imposed, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment or charge is made. Such assessments, charges, and other costs shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in the Oregon Planned Community Act. As provided in Section 11.2(a) of the Declaration, no assessments (other than Individual Assessments) shall be levied against a Unit within Outrider Overlook owned by Neighborhood Declarant, CELA, or TCB until such time as the Unit is occupied for residential use.

11. **DESIGN GUIDELINES.** The "**Design Guidelines**" applicable to Outrider Overlook shall be the Tetherow Architectural and Landscape Design Guidelines, as same may be from time to time amended.

12. **ENFORCEMENT OF DECLARATION.** The Outrider Overlook Neighborhood Association shall have a non-exclusive right, but no obligation, to enforce the terms and provisions of the Declaration and this Supplemental Declaration, including any rules and regulations of the Association promulgated under the Declaration or this Supplemental Declaration, as against any Owner of a Unit within Outrider Overlook. The Outrider Overlook Neighborhood Association shall be entitled to the same remedies as the Association under the Declaration in connection with the exercise of any such enforcement rights. Nothing in this Section 12 shall be construed as to limit, restrict or otherwise affect any of the enforcement rights of the Association under the Declaration.

13. **AMENDMENT.**

13.1 This Supplemental Declaration may be amended in the manner provided for amendment of the Declaration and in accordance with the terms thereof. No amendment hereto may alter or exempt application of any provision of the Declaration.

13.2 In no event shall an amendment under this Section 13 create, limit or diminish Declarant's special rights without Declarant's written consent.

13.3 In no event shall an amendment under this Section 13 create, limit or diminish Neighborhood Declarant's special rights without Neighborhood Declarant's written consent.

13.4 Declarant and Neighborhood Declarant may not amend this Supplemental Declaration to increase the scope of their respective special rights after the sale of the first Unit within Outrider Overlook unless Owners representing 75 percent of all the Units, including at least 75 percent of Units within Outrider Overlook, other than Declarant or Neighborhood Declarant, agree to the amendment.

13.5 No change shall be made in the boundaries of any Unit or any uses to which any Unit is restricted under this Supplemental Declaration, or in 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.

13.6 Notwithstanding any contrary provision in this Supplemental Declaration, during the period of Neighborhood Declarant control, Neighborhood Declarant shall have the right to amend this Supplemental Declaration in order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans Affairs, the Farmers Home Administration of the United States, the Federal National Mortgage Neighborhood Association, the Government National Mortgage Neighborhood Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon that insures, guarantees or provides financing for a planned community or lots in a planned community. After the period of Neighborhood Declarant control, any such amendment shall require the approval of a majority of the voting rights of the Outrider Overlook Neighborhood Association, voting in person, by proxy or by ballot, at a meeting or ballot meeting of the Outrider Overlook Neighborhood Association at which a quorum is represented. Provided, however, no amendment under this Section 13.6 may conflict with or be contrary to any provisions of the Declaration.

13.7 Any amendment shall become effective only upon recordation in the Official Records of Deschutes 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 Declaration, this Supplemental Declaration, the Oregon Planned Community Act, and acknowledged in the manner provided for acknowledgment of recorded instruments.

14. MISCELLANEOUS.

14.1 Unless expressly defined in this Supplemental Declaration, capitalized terms shall have the definition assigned such terms in the Declaration.

14.2 If any provision of this Supplemental Declaration is found by a court with competent jurisdiction to be unenforceable in any respect, such unenforceability shall not impair the enforceability of the provision in any other respect, or the enforceability of the remaining terms.

CONSENT OF PROPERTY OWNER

Tetherow Vacation Homes, LLC hereby consents to the recording of the Supplemental Declaration to Tetherow (Outrider Overlook).

Tetherow Vacation Homes, LLC,
an Oregon limited liability company

By: *Chris van der Velde*
Chris van der Velde, Authorized Signatory

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me this 18th day of August, 2015, by Chris van der Velde, authorized signatory of Tetherow Vacation Homes, LLC an Oregon limited liability company.

Stephanie Brooks
Notary Public for 1/8/2018



CONSENT OF PROPERTY OWNER

CE Land Acquisition, LLC hereby consents to the recording of the Supplemental Declaration to Tetherow (Outrider Overlook).

CE Land Acquisitions, LLC,
an Oregon limited liability company

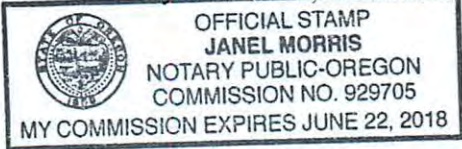
By: [Signature]
Chris Cox, Member

By: [Signature]
Jeremy Cox, Member

By: [Signature]
Daniel Egeland, Member

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

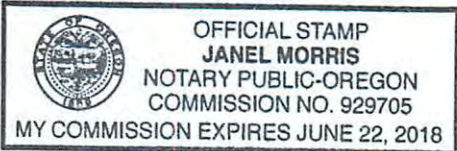
The foregoing instrument was acknowledged before me this 4th day of September, 2015, by Chris Cox, member of CE Land Acquisitions, LLC an Oregon limited liability company.



[Signature]
Notary Public for OREGON

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

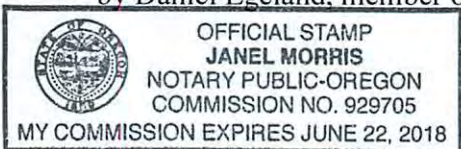
The foregoing instrument was acknowledged before me this 4th day of September, 2015, by Jeremy Cox, member of CE Land Acquisitions, LLC an Oregon limited liability company.



[Signature]
Notary Public for OREGON

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me this 4th day of September, 2015, by Daniel Egeland, member of CE Land Acquisitions, LLC an Oregon limited liability company.



[Signature]
Notary Public for OREGON

MY COMMISSION EXPIRES JUNE 22, 2018
COMMISSION NO. 929708
NOTARY PUBLIC-OREGON
JANEL MORRIS
OFFICIAL STAMP



MY COMMISSION EXPIRES JUNE 22, 2018
COMMISSION NO. 929708
NOTARY PUBLIC-OREGON
JANEL MORRIS
OFFICIAL STAMP



MY COMMISSION EXPIRES JUNE 22, 2018
COMMISSION NO. 929708
NOTARY PUBLIC-OREGON
JANEL MORRIS
OFFICIAL STAMP



CONSENT OF PROPERTY OWNER

Timberline Construction of Bend, LLC hereby consents to the recording of the Supplemental Declaration to Tetherow (Outrider Overlook).

Timberline Construction of Bend, LLC,
an Oregon limited liability company

By: James D. Fagan Construction, L.L.C.
Its: Member

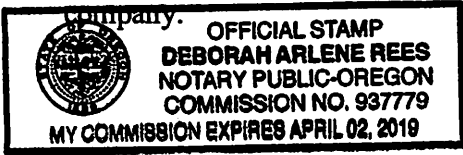
By: [Signature] member
James D. Fagan, Member

By: Kristian E. Willman, L.L.C.
Its: Member

By: [Signature] MEMBER
Kristian E. Willman, Manager

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me this 26 day of August 2015,
by James D. Fagan, member of James D. Fagan Construction, L.L.C., an Oregon limited liability



[Signature]
Notary Public for Deschutes County
State of Oregon

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me this 26 day of August 2015,
by Kristian E. Willman, manager of Kristian E. Willman, L.L.C., an Oregon limited liability
company.



[Signature]
Notary Public for Deschutes County
State of Oregon

CONSENT OF MORTGAGEE

CE Land Acquisitions, LLC, as the beneficiary of trust deeds recorded as Document Nos. 2015-29860 and 2015-29859 in the Official Records of Deschutes County, Oregon hereby consents to the recording of the Supplemental Declaration to Tetherow (Outrider Overlook).

CE Land Acquisitions, LLC,
an Oregon limited liability company

By: [Signature]
Chris Cox, Member

By: [Signature]
Jeremy Cox, Member

By: [Signature]
Daniel Egeland, Member

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me this 10th day of September, 2015, by Chris Cox, member of CE Land Acquisitions, LLC, an Oregon limited liability company.



[Signature]
Notary Public for OREGON

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

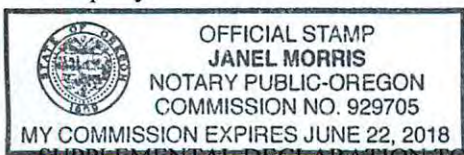
The foregoing instrument was acknowledged before me this 10th day of September, 2015, by Jeremy Cox, member of CE Land Acquisitions, LLC, an Oregon limited liability company.



[Signature]
Notary Public for OREGON

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me this 11th day of September, 2015, by Daniel Egeland, member of CE Land Acquisitions, LLC, an Oregon limited liability company.



[Signature]
Notary Public for OREGON

MY COMMISSION EXPIRES TIME 35' 5018
COMMISSION NO. 858102
NOTARY PUBLIC-OREGON
JAMES MORRIS
OFFICIAL STAMP

MY COMMISSION EXPIRES TIME 35' 5018
COMMISSION NO. 858102
NOTARY PUBLIC-OREGON
JAMES MORRIS
OFFICIAL STAMP

MY COMMISSION EXPIRES TIME 35' 5018
COMMISSION NO. 858102
NOTARY PUBLIC-OREGON
JAMES MORRIS
OFFICIAL STAMP

EXHIBIT A
LEGAL DESCRIPTION

Lots 1 through 24, Blue Bucket Lane, Bonney Lane, Outrider Loop, and Common Area Tracts C and D all as shown on the Outrider Overlook Subdivision Plat, Deschutes County, Oregon recorded as Document No. 2015-22222 in the Official Records of Deschutes County, Oregon.

Neighborhoods and Land Classifications within the Additional Property

<u>Neighborhood:</u>	Outrider Overlook
<u>Units:</u>	Lots 1 through 24 as shown on the Plat
<u>Common Areas:</u>	Common Area Tract C
<u>Neighborhood Common Areas:</u>	Outrider Loop, Blue Bucket Lane, Bonney Lane, Common Area Tract D as shown on the Plat
<u>Limited Common Areas:</u>	None
<u>Restricted Areas:</u>	None
<u>Public Areas:</u>	None