



After Recording Return to:  
Caldera Springs Owners' Association, Inc.  
P.O. Box 3609  
Sunriver, Oregon 97707  
Attn: Catherine Smith

**SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
CALDERA SPRINGS  
(DESIGNATION OF ADDITIONAL COMMON AREAS)**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CALDERA SPRINGS (DESIGNATION OF ADDITIONAL COMMON AREAS) (this "**Declaration**") is made this 2<sup>nd</sup> day of September 2009 by CALDERA SPRINGS REAL ESTATE LLC, an Oregon limited liability company ("**Declarant**"), and CALDERA SPRINGS VILLAGE LLC, an Oregon limited liability company ("**Cabin Developer**"), and shall be effective upon its recording in the official records of Deschutes County, Oregon.

RECITALS

- A. Declarant executed the Declaration of Protective Covenants, Conditions and Restrictions for Caldera Springs dated as of February 16, 2006 and recorded in the official records of Deschutes County, Oregon on February 17, 2006 as Document No. 2006-11383 (the "**CC&Rs**").
- B. Declarant executed the Declaration of Annexation of Real Property to the Declaration of Protective Covenants, Conditions and Restrictions for Caldera Springs dated as of April 20, 2006 and recorded in the official records of Deschutes County, Oregon on April 20, 2006 as Document No. 2006-27330, which annexed additional real property into Caldera Springs and made it subject to the terms and provisions of the CC&Rs.
- C. Declarant and Cabin Developer executed the Declaration of Annexation of Real Property to the Declaration of Protective Covenants, Conditions and Restrictions for Caldera Springs dated as of January 2008 and recorded in the official records of Deschutes County, Oregon on January 31, 2008 as Document No. 2008-04667, which annexed additional real property into Caldera Springs and made it subject to the terms and provisions of the CC&Rs.
- D. Pursuant to Sections 1.5 and 1.6 of the CC&Rs, Declarant now desires to designate a portion of the real property included within Caldera Springs and legally described on the attached Exhibit A (the "**Property**") as Common Areas, and Cabin Developer, in its capacity as the owner of a portion of the Property, desires to consent to such designation.

## DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, restrictions and charges that, subject to the terms of this Declaration, shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall inure to the benefit of each owner thereof, and Cabin Developer hereby consents to the same.

### ARTICLE 1 DEFINITIONS

Except to the extent otherwise defined herein, capitalized terms used in this Declaration shall have the meanings ascribed to such terms in the CC&Rs.

### ARTICLE 2 DESIGNATION OF COMMON AREAS

The Property, including any and all Improvements located thereon, shall constitute and be part of the Common Areas and shall be subject to all of the easements, covenants, restrictions and charges contained in the CC&Rs which relate to the Common Areas, as the same may be modified or supplemented by the terms of this Declaration. Without limiting the generality of the foregoing, the Association shall be responsible for permanently maintaining and repairing the Property and all Improvements located thereon as part of the Common Areas. If Declarant or Cabin Developer constructs any roads, other Improvements or utilities within the Property pursuant to the rights and easements reserved under Article 3 below, then upon completion of construction, all such roads, other Improvements and utilities shall constitute Common Areas and shall be owned and maintained by the Association. The use of such roads, other Improvements and utilities shall be subject to any applicable recorded easements and use restrictions, any applicable governmental permits and laws and to such rules and regulations as may be established by the Association from time to time.

### ARTICLE 3 EASEMENTS

In addition to any other rights or easements to which Declarant may be entitled pursuant to the CC&Rs or any other document of record, there is hereby reserved by Declarant and Cabin Developer for the benefit of Declarant, Cabin Developer and each of their respective employees, agents, contractors, representatives, affiliates and assigns, the following rights and easements, which rights and easements shall terminate fifteen (15) years from the date hereof:

- (a) an easement to enter onto the Property and to install, construct, repair, replace and/or maintain roads, other Improvements (which shall include, without limitation, landscaping and lighting) and utilities included within or located on the Property as either Declarant or Cabin Developer shall deem advisable in its sole discretion;
- (b) an easement to enter onto the Property and to use the same for construction staging or other similar purposes; and
- (c) the right to grant such easements and/or impose such use restrictions, in the name of/on behalf of the Association, related to the roads, other Improvements and/or utilities included

within or located on the Property, as either Declarant or Cabin Developer shall deem advisable in its sole discretion.

#### ARTICLE 4 TERM AND AMENDMENTS

The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date that the CC&Rs were recorded, after which time they shall be automatically extended as provided in, and in the manner set forth in Section 13.3 of the CC&Rs. This Declaration may be amended in the same manner and subject to the same restrictions as set forth in Sections 13.3 and 13.4 of the CC&Rs.

#### ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 Non-Waiver. Failure by the Association or any Owner to enforce a covenant or restriction contained in this Declaration shall not be deemed a waiver of the right to do so thereafter.

5.2 Construction; Severability. This Declaration and the CC&Rs shall be liberally construed as one document to effect the designation of the Property as Common Areas. Nevertheless, each provision of this Declaration and the CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

5.3 Run with Land. Subject to Article 4 and Section 5.4, this Declaration and the easements, covenants, restrictions and charges described herein shall run with the land and shall be binding on the parties and any person acquiring any right, title or interest in the Property.

5.4 Termination. This Declaration shall terminate upon the termination of the CC&Rs in accordance with the terms thereof.

IN WITNESS WHEREOF, Declarant has executed, and Cabin Developer has consented to, this Declaration as of the date first set forth above.

DECLARANT: CALDERA SPRINGS REAL ESTATE LLC, an Oregon limited liability company

By: Sunriver Resort Limited Partnership, a Delaware limited partnership

Its: Sole Member

By: Lowe Sunriver, Inc., a California corporation

Its: General Partner

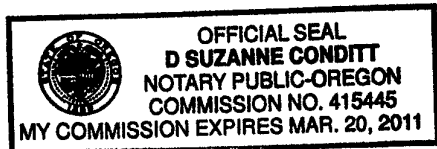
By: [Signature]  
Name: TOM O'SHEA  
Title: Senr. VP.

STATE OF OREGON )  
 )ss.  
County of Deschutes )

The foregoing instrument was acknowledged before me on this 2 day of ~~June~~ <sup>Sept.</sup> 2009 by TOM O'SHEA, who is the Senior Vice President of Lowe Sunriver, Inc., a California corporation, the general partner of Sunriver Resort Limited Partnership, a Delaware limited partnership, the sole member of Caldera Springs Real Estate LLC, an Oregon limited liability company, on behalf of the limited liability company.

D. Suzanne Conditt  
Notary Public for Oregon  
My Commission Expires: Mar. 20, 2011

(Signatures Continued on Following Page)



CABIN DEVELOPER:

CALDERA SPRINGS VILLAGE LLC, an Oregon limited liability company

By: Sunriver Resort Limited Partnership, a Delaware limited partnership  
Its: Sole Member

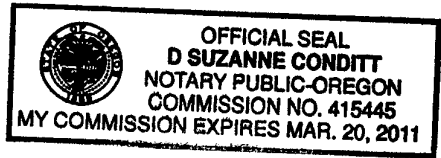
By: Lowe Sunriver, Inc., a California corporation  
Its: General Partner

By: [Signature]  
Name: TOM O'SHEA  
Title: SWR V.P.

STATE OF OREGON            )  
  )ss.  
County of Deschutes )

The foregoing instrument was acknowledged before me on this 2 day of ~~June~~ <sup>Sept.</sup> 2009 by Tom O'Shea, who is the Senior Vice-President of Lowe Sunriver, Inc., a California corporation, the general partner of Sunriver Resort Limited Partnership, a Delaware limited partnership, the sole member of Caldera Springs Village LLC, an Oregon limited liability company, on behalf of the limited liability company.

D. Suzanne Conditt  
Notary Public for Oregon  
My Commission Expires: Mar. 20, 2011



## EXHIBIT A

### Property

All private roads of CALDERA SPRINGS, PHASE ONE, Deschutes County, Oregon, as shown on the Plat of Caldera Springs, Phase One recorded in the official records of Deschutes County, Oregon on February 17, 2006 as Document No. 2006-11380 and in Plat Cabinet G at Page 1051, and as modified by the Plat of Caldera Springs, Phase Three which was recorded in the official records of Deschutes County, Oregon on September 20, 2007 as Document No. 2007-50992 and in Plat Cabinet H at Page 461; and

All private roads of CALDERA SPRINGS, PHASE TWO, Deschutes County, Oregon, as shown on the Plat of Caldera Springs, Phase Two recorded in the official records of Deschutes County, Oregon on April 20, 2006 as Document No. 2006-27328 and in Plat Cabinet G at Page 1107; and

All private roads of CALDERA SPRINGS, PHASE THREE, Deschutes County, Oregon, as shown on the Plat of Caldera Springs, Phase Three recorded in the official records of Deschutes County, Oregon on September 20, 2007 as Document No. 2007-50992 and in Plat Cabinet H at Page 461; and

Parcel 2 of Partition Plat 2009-09, Deschutes County, Oregon, according to the official plat thereof, recorded in the official records of Deschutes County, Oregon on January 28, 2009 as Document No. 2009-03886 and in Plat Cabinet 3 at Page 696; and

Parcel 2 of Partition Plat 2009-08, Deschutes County, Oregon, according to the official plat thereof, recorded in the official records of Deschutes County, Oregon on January 28, 2009 as Document No. 2009-03885 and in Plat Cabinet 3 at Page 691.