

VOL: 2000 PAGE: 18204
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2000-18204 * Vol-Page

Printed: 05/10/2000 08:38:52

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: May. 10, 2000; 8:38 a.m.

RECEIPT NO: 20616

DOCUMENT TYPE: Planned Community
Subdivision Amendment

FEE PAID: \$56.00

NUMBER OF PAGES: 6

A handwritten signature in black ink, appearing to read "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

After Recording, Return to:
Ball Janik LLP
101 SW Main Street
Suite 1100
Portland, OR 97204
Attn: Gary D. Cole

**SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CROSSWATER**

Recitals:

A. Tim and Felicia Morgan ("Morgan") are the owners of Lot 60, CROSSWATER PHASE III, Deschutes County, Oregon ("Lot 60"). Jon and Kathleen Salquist ("Salquist") are the owners of Lot 62, CROSSWATER PHASE III, Deschutes County, Oregon ("Lot 62"). Morgan and Salquist together are the owners of Lot 61, CROSSWATER PHASE III, Deschutes County, Oregon ("Lot 61"), which is located between Lots 60 and 62. Morgan and Salquist desire combine these three Lots into two Lots, one Lot to be owned by each party. Morgan and Salquist are together referred to as the "Owners" and each as an "Owner."

B. Crosswater Owners Association, Inc. (the "Association"), an Oregon nonprofit mutual benefit corporation, is the homeowners association for Crosswater. Pursuant to Section 8.1 of the Declaration of Covenants, Conditions and Restrictions for Crosswater, recorded in the land records of Deschutes County, Oregon, in Book 346, Page 1105 on July 21, 1994, as amended (the "Declaration"), the Association desires to consent to the combination of Lots 60, 61 and 62 on the terms and conditions contained in this Agreement. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given in the Declaration.

THEREFORE, the parties make the following agreements which incorporate the above recitals:

1. The parties agree to combine Lots 60, 61 and 62 into two Lots, to be designated as Lots 60 and 62. Morgan shall be the owner of Lot 60 and Salquist shall be the owner of Lot 62. Morgan and Salquist each represent and warrant to the Association that the combination of three Lots into two Lots is in full compliance with all applicable state and county zoning and subdivision regulations. The configuration of Lots 60 and 62 is shown on the attached Exhibit A.

2. After combination, the Owners of Lots 60 and 62 shall each be liable for payment of 150% percent of any assessment (whether Base Assessment, Special Assessment, or otherwise) or any other charge imposed by the Association on units owned by a Single Family Class A Member.

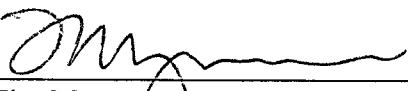
3. Lots 60 and 62 shall each have one Member's vote under the Declaration and the Association's Bylaws, plus one additional Member's vote to be shared by the two Owners. If the Owners are unable to agree how to cast the additional vote (as evidenced by a proxy or joint appearance at a meeting) in any instance, then the additional vote in that instance shall be disregarded by the Association, but the right of the Owners to cast the additional vote thereafter shall not be affected.

4. Each covenant and obligation contained in this Agreement shall run with the land as to all Lots benefited and burdened by such covenant or obligation, including any partition or division of such Lots. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit the Owners and their respective successors, successors in title, lessees, mortgagees, beneficiaries under deeds of trust, and assigns.

5. The Association is willing to consent to the combination of Lots as provided herein, on the condition that the Owners pay all Association expenses related to giving this consent, including legal and accounting fees.

Effective this 4th day of JANUARY, ~~1999~~ 2000

"Morgan":


Tim Morgan


Felicia Morgan

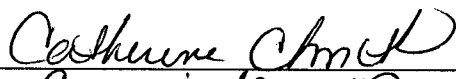
"Salquist":

Jon Salquist

Kathleen Salquist

"Association"

CROSSWATER OWNERS ASSOCIATION, INC.,
an Oregon nonprofit mutual benefit corporation

By 
Its Association Manager

3. Lots 60 and 62 shall each have one Member's vote under the Declaration and the Association's Bylaws, plus one additional Member's vote to be shared by the two Owners. If the Owners are unable to agree how to cast the additional vote (as evidenced by a proxy or joint appearance at a meeting) in any instance, then the additional vote in that instance shall be disregarded by the Association, but the right of the Owners to cast the additional vote thereafter shall not be affected.

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5. The Association is willing to consent to the combination of Lots as provided herein, on the condition that the Owners pay all Association expenses related to giving this consent, including legal and accounting fees.

Effective this ____ day of _____, 1999.

"Morgan":

Tim Morgan

Felicia Morgan

"Salquist":

Jon Salquist

Kathleen Salquist

"Association"

CROSSWATER OWNERS ASSOCIATION, INC.,
an Oregon nonprofit mutual benefit corporation

By Catherine Chmell
Its Association Manager

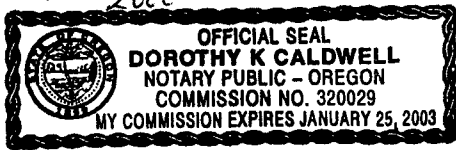
STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 1999, by Tim and Felicia Morgan.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of MULTNOMAH)

The foregoing instrument was acknowledged before me on this 18th day of JANUARY, ²⁰⁰⁰1999, by Jon and Kathleen Salquist.

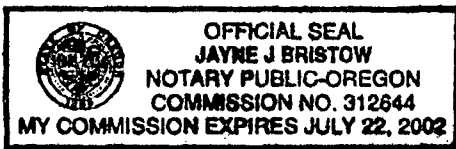


Dorothy K Caldwell

Notary Public for Oregon
My Commission Expires: Jan 25, 2003

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me on this 21st day of January, ²⁰⁰⁰1999, by Catherine C. Smith the Association Manager of Crosswater Owners Association, Inc., an Oregon nonprofit mutual benefit corporation, on behalf of the corporation.



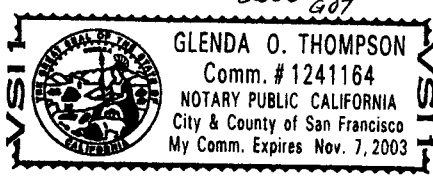
Jayne J. Bristow

Notary Public for Oregon
My Commission Expires: 7/22/2002

2000-18204-5

CALIFORNIA GOT.
STATE OF OREGON)
) ss.
County of SAN FRANCISCO)

The foregoing instrument was acknowledged before me on this 4TH day of JANUARY, 1999, by Tim and Felicia Morgan.



Glenda O. Thompson
Notary Public for Oregon CALIFORNIA GOT.
My Commission Expires: 11/7/2003

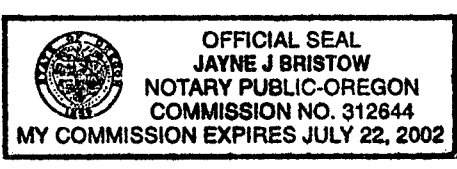
STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 1999, by Jon and Kathleen Salquist.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me on this 21ST day of JANUARY, 1999, by Catherine Smith, the Association Manager of Crosswater Owners Association, Inc., an Oregon nonprofit mutual benefit corporation, on behalf of the corporation.



Jayne J. Bristow
Notary Public for Oregon
My Commission Expires: 7/22/2002

ENVELOPE STUDY

Buyers Approval

Jon Saigous +

Tim Morgan

ENVELOPES:

MM

4/1/00

2000. 18294-6

90'

LOT 62
LOT AREA: 43,946 SQ. FT.
ENVELOPE: 15443 SQ. FT.

LOT 60
LOT AREA: 50,466 SQ. FT.
ENVELOPE: 6151 SQ. FT.

40'

54'

25'

25'

50'

107'

111'

TWIN RIVERS DRIVE

LOT 74

