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AFTER RECORDING, RETURN TO:  
Golden Crest Development, Inc.  
477 NE Greenwood, Suite A  
Bend, OR 97701

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**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
TO  
EMPIRE CROSSING**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO EMPIRE CROSSING ("Supplemental Declaration") is made effective as of this 24<sup>th</sup> day of January, 2007 by Golden Crest Development, Inc. ("Declarant").

RECITALS

WHEREAS, Declarant is the Declarant under the Declaration of Covenants, Conditions and Restrictions for Empire Crossing, recorded in the Records of Deschutes County, Oregon, as Document No. 2004-63410 ("Declaration"); and

WHEREAS, Declarant has recorded the Plat of "Parkway Village, Phases 1, 2 and 3", in the Records of the Deschutes County, Oregon as Document No. 2006-42884; and

WHEREAS, Declarant had previously recorded an "Amendment to Declaration of Covenants, Conditions and Restrictions for Empire Crossing, and Annexation to Empire Crossing" ("Amendment") in the Records of Deschutes County, Oregon as Document No. 2006-48451.

RECORDED BY FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON AS AN  
ACCOMMODATION ONLY NO LIABILITY IS  
ACCEPTED FOR THE CONDITION OF TITLE  
OR FOR THE VALIDITY SUFFICIENCY, OR  
EFFECT OF THIS DOCUMENT

NOW, THEREFORE, Declarant hereby declares as follows:

1. This Supplemental Declaration will now clarify said Amendment by replacing the plan name contained in the Amendment ("The Plan for Boyd Acres Village (City file Nos. PZ 03-478 and PZ 03-480") in all instances with the name of the plan known as the Plat of "Parkway Village, Phases 1, 2 and 3".

2. Lots 4 through 57 and Lots 59 through 78 shall be subject to a landscape maintenance easement in favor of the Empire Crossing Homeowners Association over the front yards, street-facing side yards and any alleys.

3. The Association shall be responsible for the oversight of the landscape maintenance, landscape and irrigation repairs and utilities for these areas.

4. The costs for all landscape maintenance and repairs, per Section 2 and 3 above, including maintenance costs, reserves, and administrative costs, shall be apportioned equally among all Owners of Lots benefited by said maintenance, (currently Lots 4 through 57, and Lots 59 through 78), or any such Owners in future annexations so designated as having obligations for private landscape maintenance. Each such Owner is obligated on an equal per Lot basis, regardless of frontage, location, or improvements. Such assessments will be fixed annually in accordance with the general budget guidelines for the general association assessment. These maintenance responsibilities shall be subject to the same terms and conditions as the regular or special periodic assessments described in the Declaration of Covenants, Conditions and Restrictions. The required reserve study and maintenance plan for the association shall incorporate these maintenance responsibilities and the costs of said study and summary shall be a cost to the general association.

5. The Association shall collect all Assessments from said Lot Owners and pay all costs associated with said maintenance from the funds collected. All funds collected for said landscape maintenance shall be accounted for separately and used solely for the benefit of these specific landscape associated maintenance, repair and reserve obligations. The Association may maintain these funds in a common bank account with other association funds so long as they are accounted for separately.

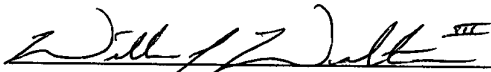
6. Said Assessment for any landscape maintenance is in addition to all other operating and reserve Assessments for general association operations and reserves as well as any alley maintenance and reserve Assessments described in the Declaration and Amendment cited above.

7. Any funds collected for said landscape maintenance shall be owned solely by the Association regardless of their purpose and the individual Owners so assessed shall have no rights or interests in said funds. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner, and is not refundable.

8. The Association shall maintain all landscaping on any Lot in a manner consistent with the standard of design and quality as originally established by Declarant, the ARC, or the Board of Directors.

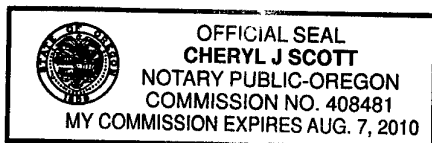
IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the day first written above.

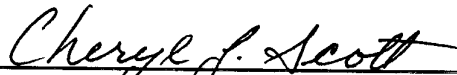
GOLDEN CREST DEVELOPMENT, Inc.  
an Oregon Corporation

  
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William J. Walton, III, President

STATE OF OREGON        )  
  )ss.  
County of Deschutes    )

The foregoing instrument was acknowledged before me this 24 day of January ~~2006~~<sup>2007</sup>, by William J. Walton, III, the President of GOLDEN CREST DEVELOPMENT, Inc., an Oregon Corporation.



  
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NOTARY PUBLIC FOR OREGON

My commission expires: 8-7-2010