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AMENDMENT TO DECLARATION ANNEXING
PHASES 1, 1A, AND 2 OF FOREST RIDGE
TO THE RIDGE AT EAGLE CREST

THIS AMENDMENT TO DECLARATION(S) is made this 15 day of
July, 2011 by THE RIDGE AT EAGLE CREST OWNERS
ASSOCIATION, an Oregon nonprofit mutual benefit corporation (the "Association").

Recitals

A. Forest Ridge is a Neighborhood within The Ridge at Eagle Crest established pursuant to Declaration Annexing Phase 1 to The Ridge at Eagle Crest dated October 2, 2000 and recorded October 2, 2000 as Document No. 2000-39953 ("**Phase 1 Declaration**"), Declaration Annexing Phase 1A to The Ridge at Eagle Crest dated June 6, 2001 and recorded June 11, 2001 as Document No. 2001-27718 ("**Phase 1A Declaration**"), Amended and Restated Declaration Annexing Phase 2 to The Ridge at Eagle Crest dated October 2, 2001 and recorded October 2, 2001 as Document No. 2001-48472 ("**Phase 2 Declaration**"), all in the Records of Deschutes County, Oregon (collectively, the "**Declarations**"). The property annexed to The Ridge at Eagle Crest pursuant to the Declarations is collectively referred to in this Amendment as "**Forest Ridge.**"

B. In accordance with Section 8 of the Declarations, by affirmative vote or written consent of Owners owning not less than seventy-five percent (75%) of the lots within Forest Ridge, together with the written consent of the Class B member of the Association, the Owners wish to amend the Declarations as provided herein.

Amendment

1. In the Phase 1 Declaration and the Phase 1A Declaration, Paragraphs 6.9 and 6.10 are hereby deleted in the entirety and new Paragraphs 6.9 and 6.10 are substituted therefore as follows:

"6.9 **Insurance.** The Association, through the Board of Directors, shall obtain and maintain at all times and shall pay for out of Neighborhood Assessments the

Declaration Amendment (Insurance)

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following insurance covering both the Neighborhood Common Areas and the Living Units within Forest Ridge:

(a) Property insurance covering loss or damage from perils normally covered by "special" form policy or the equivalent, including, to the extent available at a reasonable cost, earthquake and flood. With respect to the Living Units, the policy shall include the Living Unit and all fixtures, equipment and fixed finishes therein, exclusive of personal property, any hot tubs placed on outdoor decks and any improvements or betterments installed by an Owner;

(b) Insurance covering the legal liability of the Association, including but not limited to, the Association Board of Directors. There may be excluded from this insurance any liability covering an Owner for liability arising out of the acts or omissions of that Owner. Liability insurance required under this subsection shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement providing that the rights of named insured under the policy shall not prejudice any action against another named insured.

(c) Each Owner shall be responsible for insuring all portions of the Living Unit not covered by the Association's policy, including personal property, any hot tubs placed on outdoor decks and any improvements or betterments installed by an Owner. The Owner may also be responsible for certain "loss assessments".

Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be listed as an additional insured, on behalf of the Association, the Association's authorized representative.

Each Owner appoints the Association an attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for Owners and their first mortgage holders, as their interests may appear."

"6.10 **Damage, Destruction or Partial Condemnation.** If any Living Unit within Forest Ridge is damaged, destroyed or partially condemned and the Owners of all Living Units situated in the affected building elect not to rebuild and if the election not to rebuild is approved by a seventy-five percent (75%) vote of the Owners within Forest Ridge, the affected Lots shall be cleared of debris and Living Units of an alternate design may be constructed subject to approval of the Architectural Review Committee. If restored, the Association shall be responsible for restoring those portions of the Living Unit covered by the Association's insurance policy to substantially the same condition in which the building or buildings existed prior to such damage, destruction or partial condemnation. The Owner shall be responsible for the remainder of the Living Unit, any restoration costs in excess of the insurance proceeds and the deductible under the Association's insurance policy."

2. In the Phase 2 Declaration, Paragraphs 6.10 and 6.11 are deleted in the entirety and new Paragraphs 6.10 and 6.11 are substituted therefore as follows:

“6.10 **Insurance**. The Association, through the Board of Directors, shall obtain and maintain at all times and shall pay for out of Neighborhood Assessments the following insurance covering both the Neighborhood Common Areas and the Living Units within Forest Ridge:

(a) Property insurance covering loss or damage from perils normally covered by “special” form policy or the equivalent, including, to the extent available at a reasonable cost, earthquake and flood. With respect to the Living Units, the policy shall include the Living Unit and all fixtures, equipment and fixed finishes therein, exclusive of personal property, any hot tubs placed on outdoor decks and any improvements or betterments installed by an Owner;

(b) Insurance covering the legal liability of the Association, including but not limited to, the Association Board of Directors. There may be excluded from this insurance any liability covering an Owner for liability arising out of the acts or omissions of that Owner. Liability insurance required under this subsection shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement providing that the rights of named insured under the policy shall not prejudice any action against another named insured.

(c) Each Owner shall be responsible for insuring all portions of the Living Unit not covered by the Association’s policy, including personal property, any hot tubs placed on outdoor decks and any improvements or betterments installed by an Owner. The Owner may also be responsible for certain “loss assessments”.

Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be listed as an additional insured, on behalf of the Association, the Association's authorized representative.

Each Owner appoints the Association an attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for Owners and their first mortgage holders, as their interests may appear.”

“6.11 **Damage, Destruction or Partial Condemnation**. If any Living Unit within Forest Ridge is damaged, destroyed or partially condemned and the Owners of all Living Units situated in the affected building elect not to rebuild and if the election not to rebuild is approved by a seventy-five percent (75%) vote of the Owners within Forest Ridge, the affected Lots shall be cleared of debris and Living Units of an alternate design may be constructed subject to approval of the Architectural Review Committee. If restored, the Association shall be responsible for restoring those portions of the Living

Unit covered by the Association's insurance policy to substantially the same condition in which the building or buildings existed prior to such damage, destruction or partial condemnation. The Owner shall be responsible for the remainder of the Living Unit, any restoration costs in excess of the insurance proceeds and the deductible under the Association's insurance policy."

3. Except as set forth in this Amendment, the Declarations shall continue in full force and effect without any change whatsoever.

IN WITNESS WHEREOF, the parties have caused this Amendment to Declarations Annexing Phases 1, 1A, and 2 of Forest Ridge to The Ridge at Eagle Crest to be executed as of the day and year first above written.

**THE RIDGE AT EAGLE CREST
OWNERS ASSOCIATION**, an Oregon
nonprofit mutual benefit corporation

BY RH Rozendal President

BY Karen L. Smith Secretary

Certification

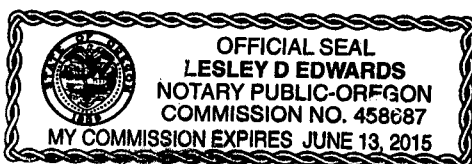
The undersigned President and Secretary of The Ridge at Eagle Crest Owners Association hereby certify that the within Amendment to Declarations Annexing Phases 1, 1A, and 2 of Forest Ridge to The Ridge at Eagle Crest has been approved and adopted in accordance with Section 8 of the Declarations.

BY RH Rozendal President

BY Karen L. Smith Secretary

STATE OF OREGON)
)ss.
County of Deschutes)

The foregoing was acknowledged before me this 15th day of July, 2011, by RH Rozendal and Karen L. Smith, President and Secretary, respectively, of The Ridge at Eagle Crest Owners Association, on its behalf.



Lesley D. Edwards
Notary Public for Oregon
My commission expires: 6/13/2015