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AFTER RECORDING, RETURN TO:

TD Tetherow, LLC  
1399 NW Franklin Blvd.  
Eugene, OR 97403

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2011-24867



\$73.00

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\$30.00 \$11.00 \$18.00 \$10.00 \$8.00

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**DECLARATION OF ANNEXATION TO  
TETHEROW  
(Heath Homesites, Phase 3)**

**THIS DECLARATION OF ANNEXATION TO TETHEROW** is made as of this 12th day of July, 20 11, by **TD TETHEROW, LLC**, an Oregon limited liability company, successor to Arrowood Tetherow, LLC, ("**Declarant**"), and **TD CASCADE HIGHLANDS, LLC**, an Oregon limited liability company ("**Neighborhood Declarant**").

**Recitals**

A. Declarant is the successor declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Tetherow recorded October 3, 2007 in the Records of Deschutes County, Oregon, as Document No. 2007-53418 (the "**Declaration**"). The definitions contained in the Declaration are hereby adopted by reference. Further, Declarant is the declarant and Neighborhood Declarant is the neighborhood declarant under that certain Declaration of Annexation to Tetherow (Heath Homesites, Phase 1) recorded October 3, 2007 in the Records of Deschutes County, Oregon, as Document No. 2007-53419 by which Heath Homesites was designated a Neighborhood for purposes of the Declaration., and that certain Declaration of Annexation to Tetherow (Heath Homesites, Phase 2) recorded December 31, 2007 in the Records of Deschutes County, Oregon, as Document No. 2007-66287

B. Neighborhood Declarant has now caused the plat of Tetherow Phase 4 to be recorded. Pursuant to Section 2.2 of the Declaration, Declarant wishes to annex a portion of the property thereof as described in "**Exhibit A**" attached hereto, to Tetherow as "Additional Property" and subject the same to the Declaration, and to designate the Additional Property as Phase 3 of the Neighborhood known as "Heath Homesites." Neighborhood Declarant is the owner and will be the developer of the Additional Property. This declaration shall be a Neighborhood Declaration for purposes of the Declaration.

**NOW, THEREFORE**, Declarant and Neighborhood Declarant hereby declare as follows:

1. **PROPERTY ANNEXED.** Declarant and Neighborhood Declarant hereby declare that all of the property described in Exhibit A shall be annexed to Tetherow and the Declaration as Additional Property and that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration.

2. **LAND CLASSIFICATIONS.** All of the land within the Additional Property annexed hereby is included in one or another of the following classifications:

(a) Units, which shall consist of Lots 203 through 221 of the plat of Tetherow Phase 4.

(b) Common Areas which shall include CA Tract AM, CA Tract AN, CA Tract AP, and CA Tract AQ as shown on the plat of Tetherow Phase 4.

(c) Neighborhood Common Areas, which shall be all private roads within the plat of Tetherow Phase 4.

3. **NEIGHBORHOOD DESIGNATION.** Pursuant to Section 3.1 of the Declaration, the Additional Property is hereby designated as Phase 3 of the Neighborhood known as "Heath Homesites."

4. **ADDITIONAL RESTRICTIONS.** In addition to the restrictions contained in the Declaration, the Additional Property shall be subject to the following restrictions:

4.1 **Single Family Residential Restriction.** The use of all Units within the Additional Property is restricted exclusively to single family residences.

4.2 **Social/Athletic Membership in Club.** Pursuant to Section 3.11 and 4.3 of the Declaration, all Owners within the Additional Property must maintain at least a Social/Athletic Membership in the Club.

5. **NEIGHBORHOOD DECLARANT.** The Neighborhood Declarant for Heath Homesites is TD Cascade Highlands, LLC for purposes of the Declaration.

6. **NEIGHBORHOOD ASSESSMENTS.** The costs of maintenance of the Neighborhood Common Area, together with the costs of enforcing the restrictions contained in this Neighborhood Declaration, including reasonable administrative costs relating thereto, shall be Neighborhood Expenses and shall be assessed to each Unit within Heath Homesites on an equal basis as Neighborhood Assessments and enforced as such under the Declaration.

7. **ASSESSMENT FOR GATES.** All costs for maintenance, repair or replacement of roadway gates within Heath Homesites shall be assessed equally to all Units served by gated roadways within Heath Homesites, which assessments shall be Individual Assessments, as defined in the Declaration.

8. **AMENDMENT.**

8.1 This Neighborhood Declaration may be amended by either of the following methods: (a) by amendment of the Declaration in accordance with the terms thereof, or (b) prior to the date that all of the Units in the Additional Property have been conveyed to Owners other than a successor Declarant, by a vote or written consent of the Owners of 75 percent of the Units in the Additional Property, together with the written consent of the Class B member, if such Class B membership has not been terminated as provided in the Declaration.

8.2 In no event shall an amendment under this Section 8 create, limit or diminish special Declarant rights without Declarant's written consent, or change the boundaries of any Unit or any uses to which any Unit is restricted under this Neighborhood Declaration or change 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. Declarant may not amend this Neighborhood Declaration to increase the scope of special Declarant rights reserved in this Neighborhood Declaration after the sale of the first Unit of the Additional Property unless Owners representing 75 percent of the Units, other than Declarant, agree to the amendment.

8.3 Any such amendment shall become effective only upon recordation in the Deed of 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 or this Neighborhood Declaration, as applicable, and ORS 94.590, and acknowledged in the manner provided for acknowledgement of deeds.

**IN WITNESS WHEREOF**, Declarant and Neighborhood Declarant have executed this Declaration of Annexation as of the day first written above.

**TD TETHEROW, LLC,**  
an Oregon limited liability company

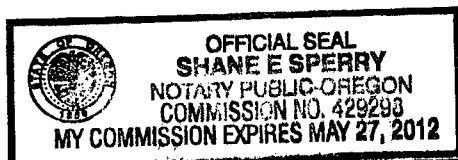
By: \_\_\_\_\_

**TD CASCADE HIGHLANDS, LLC,**  
an Oregon limited liability company

By: \_\_\_\_\_

STATE OF Oregon )  
 )ss.  
County of Lewis )

The foregoing instrument was acknowledged before me this 13 day of July, 2011, by Donald W. Woolley, Manager of TD Tetherow, LLC, an Oregon limited liability company, on its behalf.

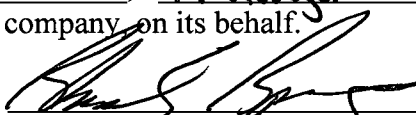


Notary Public for Oregon

My commission expires: 5-27-12

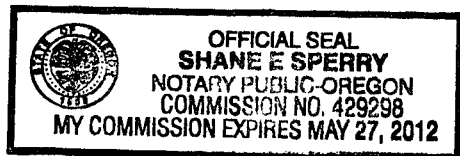
STATE OF Oregon )  
 )ss.  
County of Lane )

The foregoing instrument was acknowledged before me this 13 day of July,  
2011, by Donald W. Woolley, Manager of TD Cascade  
Highlands, LLC, an Oregon limited liability company on its behalf.



Notary Public for Oregon

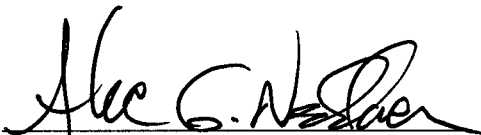
My commission expires: 5-27-12



## CONSENT

iSTAR FM LOANS LLC, ("iStar") is the beneficiary under that certain Line of Credit Trust Deed, Deed of Trust and Fixture Filing dated May 26, 2006 executed by TD Cascade Highlands, LLC, an Oregon limited liability company for the benefit of Fremont Investment & Loan, a California industrial bank and recorded May 26, 2006 as Instrument No. 2006-36803 in Deschutes County Official Records, as amended (the "Deed of Trust"), as assigned to iStar pursuant to that certain Assignment and Assumption Agreement, recorded July 6, 2007 as Document No. 2007-37867 in Deschutes County Official Records, which Deed of Trust encumbers the Additional Property. iStar hereby consents to the within Declaration.

iSTAR FM LOANS LLC, a Delaware limited liability company

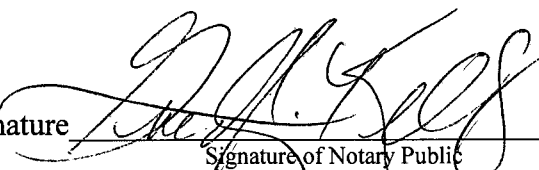
By   
Alec G. Nedelman  
Its General Counsel, Structured Finance

STATE OF CALIFORNIA            )  
  ) SS.  
COUNTY OF LOS ANGELES    )

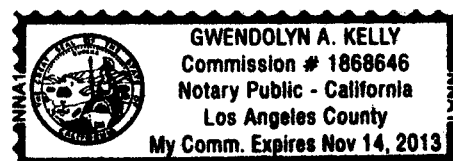
On July 12, 2011, before me, **Gwendolyn A. Kelly, a Notary Public**, personally appeared Alec G. Nedelman, of iStar FM LOANS LLC, a Delaware limited liability company, on its behalf, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Signature of Notary Public

(SEAL)



## **Exhibit A**

### **Additional Property**

Lots 203 through 221, Common Area Tracts , "AM", "AN", "AP", and "AQ", and all private roads as shown on the plat of Tetherow Phase 4, recorded in the Records of Deschutes County, Oregon on May 22, 2008 as Document No. 2008-22247.

### **Neighborhoods and Land Classifications Within Additional Property**

**Neighborhood:** Heath Homesites

**Units:** Lots 203 through 221

**Common Areas:** CA Tract "AM", CA Tract "AN", CA Tract "AP", and CA Tract "AQ"

**Neighborhood Common Areas:** All private roads within the plat of Tetherow Phase 4.

**Restricted Areas:** None

**Excluded Areas:** None