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Third Restated and Amended  
Declaration of Covenants, Conditions and  
Restrictions  
For

*TimberMill Shores*

TimberMill Shores Inc.  
May 4, 2022

TABLE OF CONTENTS

RECITALS

Section 1. NAME.....4

Section 2. LOCATION.....4

Section 3. LEGAL DESCRIPTION.....4

Section 4. RIGHTS RESERVED.....5

Section 5. AMENDMENTS OF DECLARANTS.....5

Section 6. CONTEMPLATED IMPROVEMENTS.....6

Section 7. PURPOSE.....6

Section 8. USE OF THE LAND.....6

Section 9. REVIEW APPLICATION AND SUBMITTAL REQUIREMENTS.....6

Section 10. REVIEW PROCESS AND RESPONSIBILITIES.....7

    10.a Preliminary Design Review.....7

    10.b Final Design Review.....7

Section 11. APPEALS.....9

Section 12. ENFORCEMENT.....9

Section 13. MISCELLANEOUS.....9

Section 14. PERMIT REQUIREMENTS.....9

Section 15. SITE DESIGN STANDARDS.....10

    15.a Site Design Philosophy.....10

    15.b Commercial.....10

    15.c Residential.....10

    15.d Public.....10

    15.e Adjacent Properties.....10

    15.f Staging Area and Construction Plan.....10

    15.g Parking.....10

    15.h Excavation and Site Drainage.....11

    15.i Pedestrian Access.....11

    15.j Recreational Easement Development.....11

    15.k Landscaping.....12

    15-l Driveways and Walkways.....13

    15.m Fences and Retaining Walls.....13

    15.n Water Features.....13

    15.o Trash Enclosures.....13

    15.p Utilities and Utility Meters.....14

    15.q Flagpoles.....14

    15.r Temporary Structures.....14

    15.s Signage.....14

    15.t Exterior Lighting.....15

Section 16. ARCHITECTURAL BUILDING DESIGN STANDARDS .....15

    16.a Building Design Philosophy .....15

    16.b Building Heights and Locations .....16

    16.c Building Materials for Exterior Walls and Trim .....16

    16.d Exterior Colors and Stains .....16

    16.e Awnings .....16

    16.f Roofs .....16

    16.g Gutters and Downspouts .....16

    16.h Windows, Glazing, Doors and Entrances .....17

    16.i Heating and Cooling Systems .....17

    16.j Overhead and Service Doors .....17

    16.k Primary Building Entrances .....17

    16.l Satellite Dishes and Antennas .....17

    16.m Geothermal .....17

Section 17. LIENS .....17

Section 18. DECLARATION ENFORCEMENT .....18

Section 19. BINDING EFFECT .....18

Section 20. PROPERTY OWNER IMMUNITY .....18

Section 21. SIGNATURES AND NOTIFICATION .....19

EXHIBIT A

    A Legal Description .....30

EXHIBIT B

    B Property owners .....34

EXHIBIT C

    C New Logo for TimberMill Shores .....35

EXHIBIT D

    D Geothermal Regulations .....36

AFTER RECORDING, RETURN TO:

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**THIRD RESTATED AND AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF TIMBERMILL SHORES**

This Third Restated and Amended Declaration of Covenants, Conditions and Restrictions of TimberMill Shores amend and revoke the following Declarations of TimberMill Shores, Inc. and Pine Cone LLC:

- Declarations recorded June 22, 2001 at Volume M01, Page 29962 of the Official Records of Klamath County, Oregon.
- Supplemental Declarations recorded August 12, 2005 at Volume M05, Page 61837 Official Records of Klamath County, Oregon.
- Second Supplemental Declarations recorded October 28, 2005 at Volume M05, Page 67664 Official Records of Klamath County, Oregon.
- Restated Declarations recorded June 1, 2006 at Volume M06, Page 11103 Official Records of Klamath County, Oregon.
- First Amendment to Restated Declaration recorded April 6, 2018 as instrument number 2018-004198 of Official Records of Klamath County, Oregon.

These Restated and Amended Declarations shall apply to all of the real property included in TimberMill Shores, City of Klamath Falls, Klamath County, Oregon, and to the land described on Exhibit A, attached hereto and incorporated herein. All of said land shall be held, improved, conveyed, hypothecated, encumbered, used, occupied, and administered subject to these covenants, conditions and restrictions of TimberMill Shores. These covenants, conditions and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

1. **Name.** The name of the development shall be TimberMill Shores.
2. **Location.** The development is located in Klamath County, Oregon within the boundaries of the incorporated city of Klamath Falls.
3. **Legal Description.** The legal description of the real property (the "Property") subject to these Declarations is set forth on Exhibit "A."

**4. Rights reserved.** The current property owners, a list of which is attached hereto as Exhibit B reserve unto themselves, their successors and assigns, the right to plan the development and to approve the uses and development on the Property. This right reserved to the property owners and future property owners shall include, but is not limited to:

- (1) The right to act as the Architectural Review Committee described below;
- (2) The right to determine the layout of roads, sewers, utilities, and other improvements for the common benefit of the users of the land;
- (3) Conditioned upon the use complying with the City Mixed Use Code, the right to determine the initial primary uses for which development may occur on the land;
- (4) The right to control the design of each improvement on the land as described herein below, including the right to restrict heights of buildings as may be appropriate and visual access of the lakefront that adjoins the Property;
- (5) The right to change the development plan to accommodate various building types and uses that fit within the design standards of TimberMill Shores;
- (6) The right to construct upon the land such streets, utilities, sidewalks, parking areas, and other features for shared use of the occupants of the Property and the right to construct such improvements as the property owners may deem appropriate for use by the property owners for lease or letting to other parties, or for resale by the property owners;
- (7) The right to form a not-for-profit corporation ("Association"), of which each land owner will be a member, for the purpose of maintaining and improving the shared elements and developments on the Property, and for the purpose of raising funds for promotion, improvement, and maintenance activities. The property owners acting by and through the Board of Directors of said Association, shall have the right to establish the charges, dues, or assessments that each party shall pay to the Association. Said charges and assessments shall be determined as provided in Bylaws including any amendments thereto; and as, thereafter, may be determined by the Board of Directors of the Association;
- (8) The property owners may convey to said Association such portions of the Property as the property owners may deem appropriate for common or shared use, and the Association shall, thereafter, bear the responsibility for improving and maintaining said Property for the purposes for which it was conveyed to the Association;
- (9) The Board of Directors shall direct an allocation of votes attributable to each portion or parcel of the Property leased or conveyed to a third party. Said allocation of votes shall be based on the square footage of the Property.
- (10) The Board of Directors of the Association shall maintain a budget for the Association, which budget may include reserve accounts or placement of common and shared elements and for such other costs or improvements as the Board of Directors of the Association deem appropriate;
- (11) After each parcel is conveyed or leased to a third party, said parcel shall be liable for a pro rata share of the expenses of the Association based upon the square footage of said parcel, including reserve accounts and capital construction and improvements to the elements subject to the Association's obligation to maintain and improve them; and
- (12) A representative of TimberMill Shores, Inc. or its successor in interest shall serve as a member of the Architectural Review Committee (ARC).

**5. Amendment of Declarations.** These Declarations may be amended if approved by not less than 75% of the owners of the Property with ownership determined on a square-footage basis as determined by the Klamath County Assessor's Office.

**6. Contemplated Improvements.** The property owners do not agree to build any specific improvements and do not choose to limit property owners rights to add improvements not described in these Covenants, Conditions and Restrictions.

**7. Purpose.** The initial Declarations of TimberMill Shores provided architectural building design standards that created a harmonious environment of design excellence in the development of the TimberMill Shores property. The Covenants, Conditions and Restrictions for TimberMill Shores control the quality of the site design as well as establish a sound basis for architectural continuity between the buildings. The property owners encourage that the architectural building design language and other improvements within Phase I and Phase II reflect the historic use of the Modoc Lumber Co. mill site that comprises TimberMill Shores. The TimberMill Shores development shall have a visual identity that separates it from the core of the City of Klamath Falls while maintaining linkage with the adjacent downtown area and the historic buildings located therein. These Third Restated and Amended Declarations provide specific design criteria for guidance of property owners and the Architectural Review Committee.

**8. Use of the Land.** TimberMill Shores is an urban mixed-use development, and each lot in Phase I and Phase II TimberMill Shores may be developed for residential, commercial, retail and other similar uses. No manufacturing or industrial uses, or use of a lot or building for adult business, mortuary, crematory, cemetery or as a resale/thrift store will be allowed within Phase I and Phase II lots. The City of Klamath Falls Community Development Ordinance, which may be accessed on the city's website, defines the said uses, and sets forth the City's Development Standards and site plan review process. The City's Development Standards are minimum standards and are supplemented by the Third Restated and Amended Declarations of TimberMill Shores.

**9. Review Application and Submittal Requirements.** All proposed new developments will require a completed review application be submitted to TimberMill Shores, Inc. at the P.O. Box address indicated below. The construction application and submittal form are available at the offices of TimberMill Shores located at 735 Commercial Street, Klamath Falls, Oregon 97601 or on-line at [www.timbermillshores.com](http://www.timbermillshores.com). All prospective owners are highly encouraged to contact TimberMill Shores or the ARC re: questions pertaining to site and building development. Mailing Contact Info:

TimberMill Shores  
PO Box 257  
Klamath Falls, OR 97601  
Phone: (541)883-4660  
[info@timbermillshores.com](mailto:info@timbermillshores.com)

At the same time the completed application is submitted to TimberMill Shores the application shall also be submitted to the City of Klamath Falls. TimberMill Shores and the City of Klamath Falls, shall conduct simultaneous reviews.

**10. Review Process and Responsibilities.** It shall be the responsibility of each property owner and/or his/her/its agent(s) to read and fully comprehend the Covenants, Conditions and Restrictions (CC&R's) for the TimberMill Shores development and the City of Klamath Falls Mixed Use Code. The property owners recognize that it may not be commercially reasonable for a lot purchaser to provide final detailed plans and designs to the Architectural Review Committee prior to taking title. Therefore, a lot purchaser may elect, at the lot purchaser's risk, to close the sale of the Property and complete the following plan review process thereafter or Purchaser may elect to use the following review process prior to closing:

**a. Preliminary Design Review.** The preliminary review process allows the site and building concept to be analyzed at the initial stage where design concerns are more easily addressed and less costly. A conceptual site plan, building plan and building elevation should be provided at this meeting. The prospective landowners are encouraged to attend the preliminary review meeting, as there is great benefit in discussing the intended program with the Architectural Review Committee (ARC) prior to the final review. The preliminary review shall not be deemed as final approval for construction. There will be no fee for the Preliminary Design Review.

**b. Final Design Review.** Each development application will be reviewed on a case-by-case basis. Final approval is subject to compliance with the design standards as interpreted by the ARC. The final review meetings are closed session; only ARC members, the independent architect consultant, a representative of TimberMill Shores and a representative of the City will be present at the meeting. All conditions written by the ARC as a result of the preliminary review must be addressed in the final review submittal. The lot purchaser (applicant) shall provide the following documents (as applicable) to the ARC, prior to the date set for the closing of the sale of the lot:

- Design Review Fee
  - o The ARC reserves the right to assess Applicant a design review fee.
- Completed Application, Submittal to Build Form
  - o Application must be signed by the owner/purchaser
  - o Include current address and phone number on the cover sheet
  - o All pages in the application must be completed
- Legal Description of the Property.
- Site Plan (2 copies and PDF):
  - o The location of the proposed improvements including, but not limited to precise locations of all buildings.
  - o Grading plan showing existing contours and proposed contours at 2' intervals minimum and on-site drainage/containment systems.
  - o Finished Floor Elevation of the first floor of the building.
  - o Property lines, setbacks and easements.
  - o Utility stub locations and proposed extension locations to the building(s).
  - o Parking areas and stall layout with accessible parking.
  - o Location of public sidewalks and public walkways which are geothermally heated, private sidewalks which lead to a building of a private development (geothermal not required), retaining walls and decks.
  - o Site construction materials.

- o Trash enclosure area.
- o Site lighting layout with cut sheet of fixture type.
- o Landscape plan with types and locations of existing and new vegetation to be incorporated in the landscaping plan.
- o Site signage types and locations, indicate if signs are lit.
- o North arrow.
- Conceptual Building Elevations in Color (2 copies and PDF)
  - o A list of building materials that will be used on the exterior of the buildings.
  - o Drawing scale to be ¼"=1'-0" or as appropriate to clearly illustrate the building exterior.
  - o Exterior building features including but not limited to, exterior lighting, roof, siding, railings, trims, stairways, overhead service doors, etc.
  - o Proposed buildings main floor line in relation to the finished grade.
  - o Accurate finished grades and existing grades drawn and noted.
- Floor Plans (2 copies and PDF)
  - o Drawing scale to be ¼"=1'-0" or as appropriate to clearly illustrate the building floor plan. Note the ARC does not intend to dictate the layout of any floor plan submitted for review, however, the floor plans will be reviewed for compliance with compatibility with the building elevations and compliance with building entrance and exit locations.
- Roof Plan (2 copies and PDF)
  - o Drawing scale to be ¼"=1'-0" or as appropriate to clearly illustrate the building roof plan.
  - o Roof mounted HVAC units.
  - o Roof mounted accessories and chimneys.
- Samples of exterior building materials and colors including but not limited to exterior paint samples, masonry samples, exterior siding samples, roofing samples and exterior glazing samples. (1 sample each).
- A written description of the intended building uses, and the estimated time when the lot improvements will be completed.

Within seven (7) days of receipt of said documents, the ARC shall review the documents for completeness. If additional information is required before the review can be completed, the ARC shall so notify the Applicant, in writing. The ARC shall take no further action until said complete documentation is received from the Applicant. The ARC shall, thereafter, have fifteen (15) days to complete its review of the design information provided by the Applicant, and it shall provide the Applicant with its findings and written decision. The decision may deny the preliminary plans in whole, it may approve the preliminary plans, or it may approve the preliminary plans with conditions of approval. If the preliminary plans are approved with conditions, the Applicant shall thereafter, within ten (10) business days, advise the ARC of its acceptance of the conditions of approval. If the Applicant fails to advise the committee of its acceptance of the conditions, then the application shall be deemed denied and the sale shall be terminated with any earnest money refunded to the Applicant and the agreement for the sale and purchase of the lot shall be null and void. If the plans are approved or if the Applicant accepts the conditions of approval, the sale of the lot shall be completed as provided in the sale agreement. A copy of the final letter provided the ARC will be sent to the purchaser and the purchaser's design and/construction agent(s). The Applicant shall make no changes to the parcel until it



has received final approval of its detail site plan and design information from the ARC. Any improvements thereafter constructed shall be constructed in strict conformance with the design approved by the ARC. No changes shall be made without prior written approval of the ARC. Construction of the improvements approved by the ARC shall be completed within two (2) years after final approval by the ARC. The time limitation contained in this section may be extended or otherwise modified by agreement between the Applicant and the ARC. To the extent the City and the ARC disagree the decision of the ARC shall control so long as there is compliance with City standards.

**11. Appeals.** Initial appeals to the ARC will be considered based on the merit of the request and must be submitted in writing within 14 days of the ARC's written decision. The ARC shall respond in writing within 30 days. The decision of the ARC, subject to the Dispute Resolution provisions of Section 12 shall be final.

**12. Enforcement.** As provided by the TimberMill Shores CC&R's, the ARC and/or its representative(s) shall be authorized, upon receipt of an application and submittal to build, to make onsite inspections of the development at any time to monitor the building site and insure the project's compliance with the written conditions of approval and overall TimberMill design guidelines. If a breach of the CC&R's is encountered the breaching party will be noticed in writing to the owner and/or the owner's agent(s). Owner shall have six (6) months to correct the violation(s).

If a dispute arises from or relates to these CCRs or the breach thereof, which dispute cannot be settled through direct discussions the lot owner and TimberMill Shores agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The lot owner and TimberMill Shores further agree that any unresolved controversy or claim arising out of or relating to these CCRs or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Claims shall be heard by a single arbitrator who shall be experienced in matters related to commercial real estate development. The arbitration shall be governed by the laws of the State of Oregon. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. The arbitrator shall agree to these limits prior to accepting appointment. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The prevailing party shall be entitled to an award of reasonable attorney fees. The award of the arbitrator shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

**13. Miscellaneous.** The Design Review Application Fee may be changed at any time. If the fees have changed the owner will be required to pay the new scheduled review fee provided the new fee charged the owner shall not exceed fifty percent (50%) of the initial fee paid by the owner.

**14. Permit Requirements.** The governing jurisdiction of Klamath Falls requires that all necessary permits including but not limited to: City Land Use, City Public Works (erosion control, site construction, etc.) County Building, County Environmental, DEQ and Division of State Lands be

obtained prior to any construction work being performed at the site.

## **15. Site Design Standards**

- a. Site Design Philosophy.** Site plans and site improvements including but not limited to lighting, shall reflect the character of TimberMill Shores as developed on Sydney Way and TimberMill Shores Drive. Property owners and the ARC shall work with each landowner to enhance the identity of the use of each lot as part of TimberMill Shores architectural design philosophy. All new development should compliment adjacent existing buildings. Site development shall create visual links and be functional to pedestrian and bicycle paths, and Lake Ewauna. The site design should include courtyards and plazas that provide a continuity of experience between the inside and outside of the building, incorporating furniture and accessories that allow active use of the space. Each lot shall be planned and developed using the Klamath Falls Community Development Ordinance as the base design requirements.
- b. Commercial.** Site plans and Site improvements for commercial offices, retail and mixed office/retail shall conform to the City of Klamath Falls Mixed Use Zone Standards.
- c. Residential.** Site plans and site improvements for apartment housing, mixed use residential and condominiums shall conform to the City of Klamath Falls Mixed Use Zone Standards. Two bedroom apartments shall be a minimum of 1400 square feet. One bedroom apartments shall be a minimum of 1100 square feet. Studio apartments are not permitted.
- d. Public.** Site plans and site improvements for government offices and health related uses shall conform to the City of Klamath Falls Mixed Use Zone Standards.
- e. Adjacent Properties.** Adjacent private properties may not be used for parking areas or staging areas by any contractor or sub-contractor during construction unless otherwise approved by TimberMill Shores and the adjacent property owner. In the event any damage is caused to the adjacent property the property owner and/or the property owner's agent(s) will be held responsible for any restoration of the affected property.
- f. Staging Area and Construction Plan.** Each construction approval submittal shall designate on the site plan an area for construction staging. The staging area shall not negatively impact the adjacent properties or common roadways. Owners will be responsible for the clean up of their site during construction and will be required to put a plan in place to protect shared access drives and roadways.
- g. Parking.** Parking areas shall provide for the necessary parking spaces and stall sizes and contribute to the high-quality design character of TimberMill Shores. Each parking area should be conveniently located, and screened from any primary street frontage (TimberMill Drive, Klamath Avenue and 4th Street) and/or lake frontage by buildings. Parking should not be the prominent object on the site. In the event a lot will contain only one building the parking must be screened from the lake or any public way

by either landscape, decorative screen wall or a combination of the two. On street parking that occurs for lake front lot buildings will be provided credit for the on street stalls that abut each lot. All landscape and screen wall buffers are subject to review and approval by the ARC. Parking areas shall be sited on the lots in a manner allowing ready-use of shared parking with adjoining lots and providing ease of pedestrian movement from the parking lot to adjoining businesses. Pedestrian connectivity between and through the internal lots of 9 - 14 shall be addressed when planning the site. At least one concrete access from the parking area to the building should be provided. Parking areas should be adjacent to the building, and located at the rear of the lot where buildings are fronting the streets. It is encouraged that adjoining property owners functionally connect their parking lots to allow a shared parking scenario. The landscaping requirements and number of spaces is subject to the ARC and City of Klamath Falls review and approval. Each site must meet the parking requirements of the TimberMill Shores CC&R's and City codes including but not limited to stall sizes, ratios and parking aisle widths. The parking standards indicated in this section are considered a minimum. If the Owner requires parking counts that are less than the standard a variance approved by the City and the ARC will be required. The maximum number of parking spaces allowed shall be in conformance with the Klamath Falls Community Development Ordinance. In the mixed use office/retail building scenario the parking ratio shall be calculated based on the square footage of each use within the building. One out of every 12 parking stalls shall contain trees or landscaping. The number of continuous parking stalls shall not exceed 10 spaces. No parking shall be allowed in alleys or easements. It is the owner's responsibility to see that their guests or lessees abide by this condition. No vehicles shall be parked on the street for more than 24 hours. Any boats, trailers, buses, motor homes or commercial vehicles shall not be stored on site other than in an enclosed structure. Preapproved temporary parking may be permitted. The parking enclosure location and design appearance must be complimentary to that of the main building on the site and must be reviewed and approved by the ARC.

**h. Excavation and Site Drainage.** All excavation and site drainage must be compatible with the drainage philosophy established in the master drainage plan and City of Klamath Falls drainage guidelines. In the event onsite drainage must be incorporated all excavation spoils must be removed from the site. Areas that are disturbed during construction must be restored to their original appearance or in accordance with an approved site plan. For purposes of drainage all site grading must be sloped away from all structures on a site.

**i. Pedestrian Access.** Horizontal surfaces should have pedestrian pathways constructed of concrete that are 5 feet wide and flow together between lots. The site plans for each of the lots adjoining a pedestrian access way for Phase I and Phase II shall incorporate the pedestrian access ways in the site design, so that the pedestrian access ways complement the site design and convenient pedestrian access is available from each adjoining lot to the pedestrian access way. Pedestrian Access Easements at lots 3-7 and 9-14 shall be professionally landscaped (see Landscaping Section k) consistent with these CC&Rs, along the paths and shall provide a continuous flow of landscape appearance between lots.

**j. Recreational Easement Development.** All lakefront lots for Phase I (lots 2, 3, 5, 6 and 7) and Phase II shall provide for the improvement of the Lake Ewauna Recreational Easement. The waterfront should welcome the user to Lake Ewauna; provide stopping points along the trail, places to rest and appropriate amenities. The character of the lake edge should be a transition between a recreated natural lake environment and the adjacent development. The lot owner shall fund their portion and coordinate the improvement of the easement area with Klamath County, the easement owner, the City of Klamath Falls and the easement manager. The trail when fully completed may include a concrete walkway, with ample landscaping including grass and native plants and trees, an automatic irrigation system, benches at regular intervals, and lighting. The construction of the trail will ultimately need to be coordinated with the overall trail development plan. If the easement area has not theretofore been improved, the lot owner, in conjunction with the landscaping of its lot, shall make minimal improvements to the easement area, including construction of a gravel trail ten feet in width and removal of weeds and other undesirable vegetation. The lot owner is encouraged to make additional improvements and may be entitled to development credits from the City of Klamath Falls for such improvements. Following initial improvement of the easement area (trail surface walkway and landscaping), maintenance of the easement area shall be provided by the TimberMill Shores Property Owner's Association, and the lot owners shall have no further responsibility for maintenance or improvement of the recreational easement area.

**k. Landscaping.** Landscaping is required as a part of any site development and is required for all parcels and may be a condition of approval in some areas. All sites shall be maintained to present a neat and orderly appearance to all on and off-property vantage points. The landscaping requirements of the City of Klamath Falls shall be considered minimum requirements. Landscaping considerations shall tie into the Klamath Falls urban renewal plan and shall include:

- a. All landscaping must be completed within one (1) year of the issuance of an occupancy permit.
- b. The front and side setbacks along the public right of way shall be adequately landscaped.
- c. Underground sprinklers shall be utilized unless xeriscape design is approved by the ARC.
- d. To the extent reasonably possible, larger trees and shrubs shall be used in landscaping plantings with a suggested minimum tree caliper of two inches and a suggested minimum shrub size of five gallons.
- e. Street tree species, number of trees and locations at the areas between the curb and sidewalks will be subject to review and approval by the ARC. This also applies to ground cover material.
- f. Benches and other pedestrian amenities shall be used where appropriate.
- g. Pedestrian linkage with dedicated pedestrian access ways shall be required.
- h. In some situations screening may be required to conceal an unsightly element on the owner's site, these areas will be reviewed by the ARC and will be addressed in written format to the landowner with required provisions.
- i. It will be the landowner's responsibility to follow the landscape plan

approved by the ARC.

- j. Landowners that have contiguous properties should work together to create a continuous flow of landscape appearance and use plantings that are compatible in nature and look.
- k. Underground irrigation shall be utilized and designed to irrigate all lawns and shrub areas using separate zones for each area.
- l. Irrigation controllers are required using odd or even day programs during the customary irrigation season.
- m. All vacant land must be landscaped.

**l. Driveways and Walkways.** Driveway entrances onto streets and alleys shall be limited to two per site, unless otherwise approved by the ARC. Shared driveway access is provided between parcels. Each lot owner shall coordinate the construction of the shared access drive between the Owner's lot and the neighboring lot. Driveways shall be a maximum of 40 feet wide where shared access occurs, except to radius the street. At proposed driveways that do not share access the maximum width will be 30 feet. No driveways will be allowed along the greenbelt areas or pedestrian access ways. All proposed driveways will be subject to the ARC review and approval. The City of Klamath Falls requires a permit for all curb cuts for any driveway. Driveways shall be constructed of concrete. Driveway aprons shall be constructed of concrete. Driveway aprons shall have a minimum thickness of 8". All public sidewalks and public walkways shall be constructed of concrete and shall be geothermally heated consistent with City of Klamath Falls standards, unless the geothermal resource system is not available to the property. Sidewalks shall be a minimum of 5 feet wide and with a score pattern every 5 feet or where required. Private sidewalks which lead to a building of a private development are excluded from this requirement.

**m. Fences and Retaining Walls.** All fences and retaining walls will need to be reviewed by the ARC and will require a permit from the city. The heights or elevations of fences and site walls shall be measured from the existing natural elevations of the property; fences shall be four (4) feet high or less. Fences which are more than four (4) feet in height require approval of the ARC. Cyclone, metal mesh and chain link fences are not allowed; however metal fence posts may be used. Freestanding site walls shall be constructed of concrete, masonry, wood, vinyl, wrought iron, stucco which is cement based or stone. All concrete and masonry walls shall be a minimum of 8" thick. Natural wood fences or /walls are encouraged and shall be either painted or stained unless a clear natural wood is used. Site walls and fences should generally match the building colors and materials to maintain the architectural continuity.

**n. Water Features.** Water features are encouraged. All water features must have written approval by the ARC prior to their construction.

**o. Trash Enclosures.** All buildings shall have a trash enclosure area that screens garbage, recycling and landscape debris. The trash enclosure structure must have adequate space to enclose trash and recycle containers. Trash enclosures may be detached from buildings and independently located on the site. All trash enclosures

should be constructed of masonry or wood which compliments the building architecture and building materials and should be landscaped on sides that are visible by neighboring lots or a pedestrian way. Each landowner will be responsible for their own trash removal during and after construction.

**p. Utilities and Utility Meters.** All utility pipes and conduits to individual structures must be installed underground. Above ground exposed services are not allowed. All utility meters such as gas and electric meters shall be located in an area that is not visible from a roadway; however, the meter should be located in such an area that is easily accessed by the utility companies for reading and maintenance. Exposed utilities must be painted to match the color of the adjacent building surface and be screened from view by landscaping or architectural design.

**q. Flagpoles.** Flagpoles and banners may be allowed but must be approved by the ARC prior to installation.

**r. Temporary Structures.** No structure of temporary use such as trailers, tents, shacks, barns, garages or other outbuildings shall be allowed on any lot at any time. Construction trailers shall be allowed only during the construction duration but must be removed upon completion of the building. All construction trailers will require a temporary use permit through the City of Klamath Falls Planning Division.

**s. Signage.** No off-site signage within TimberMill Shores may be used without prior approval by the ARC or signed permit from the city. The TimberMill Shores logo may be stamped on various locations such as sidewalks and concrete entrances, as determined by the ARC. TimberMill Shores logo is attached as Exhibit C. All signs must be professionally produced. Plastic or store bought signs are prohibited. All monument signs shall incorporate the TimberMill Shores logo. Monument signs shall be ground lit. The display of signs, including "realtor" signs, "for sale" signs, "for rent" signs shall require prior written approval of the ARC and shall strictly comply with design standards proscribed by the ARC. Political campaign signs and public event signs are prohibited. All signs must meet the City of Klamath Falls requirements as represented in the Klamath Falls Community Development Ordinance. All proposed signage must be submitted to and approved by the ARC.

1. **Window Signs:** Permitted upon submission to and approval of the ARC.
2. **Wall Signs:** Permitted upon submission to and approval of the ARC.
3. **Awning and Canopy Signs:** Permitted upon submission to and approval of the ARC. Awnings and Canopy signs must have a professional appearance at all times.
4. **Projecting or Blade Signs:** Maximum sign area shall be no more than 5 square feet. The distance from the lower edge of the sign shall be a minimum of 7 feet 6 inches from the sidewalk. The distance from the building wall to the

signboard shall be a maximum of 6 inches. The maximum signboard width shall not exceed 2 feet 10 inches. The maximum signboard height shall be 2 feet 6 inches. The sign components shall be finished as follows:

- Expanded metal mesh and angled frame color to be selected and submitted by the Owner/Tenant for approval, by the ARC.
- Tenant lettering shall be aluminum finish to be selected and submitted by the Owner/Tenant for approval by the ARC.

**Monument Signs:** Unless otherwise approved by the ARC, only one (1) freestanding monument sign per lot shall be permitted within 25 feet of the right-of-way access to streets and must be set back 5 feet from the property line. The maximum sign area shall not exceed 32 square feet. Maximum lettering and other graphic height shall be not more than 12 inches. The overall maximum monument sign height shall not exceed 7 feet 4 inches and the overall width shall not exceed 8 feet. The base material of the monument sign shall incorporate a palate of masonry material and shall incorporate timbers or other natural materials consistent with the building exterior. The sign location shall not interfere with pedestrian or vehicle circulation or vision. The TimberMill Shores logo shall be incorporated into the Monument sign. A full color schematic design of the Monument sign shall be submitted to the ARC for approval. Deviations from this standard may be approved in the sole discretion of the ARC.

**t. Exterior Lighting.** The exterior lighting design should eliminate glare and annoyance to the adjacent properties. Good lighting of pedestrian areas and parking lots shall be required using light fixtures that are approved by the ARC. Exterior light fixtures must have a downward and shielded directed light source. No part of the lamp may be exposed through perforated or opaque material. All holiday lighting must be completely removed by January 31. Only LED lights permitted. Exterior LED light fixtures require ARC approval prior to installation. Lighting shall conform to standards as developed on Sydney Way and TimberMill Shores Drive.

## 16. Architectural Building Design Standards

**a. Building Design Philosophy.** Buildings shall be designed to accommodate a mix of uses, shall be designed to fit into and contribute to the evolving context of TimberMill Shores, and shall enhance and contribute to the public experience. Buildings and spaces shall be of a quality of design and construction that encourage and set a standard for adjunct development. The building design shall incorporate elements into the building envelope, which extend to the outdoor room, such as terraces, balconies, or loggias. Blank walls (walls without windows, showcases, displays or pedestrian access points) shall be limited to 50% of any ground level building element, which abuts a public road, street, sidewalk or pathway. Service elements for buildings should be integrated into the building envelope and, when possible, be placed away from pedestrian ways and screened visually and acoustically. Upper levels of buildings facing the Lake should incorporate decks, balconies, loggias, or other devices that activate the wall enclosing the Lake.

**b. Building Heights and Locations.** Buildings shall be placed to the street edge

with a storefront character encouraging pedestrian commuters and public transportation. "Celebrate" the entrance to the building from the street. At least 75% of the front edge of the lot must have a building and 60% of the required building frontage must be at the front lot line. Alternate building locations at lake front lots and building uses that may require a greater setback will be reviewed by the ARC prior to approval. The preferred setback from the front lot line is 0 feet. Building facades that face the street should be tall to provide framework for the street. Street facing façades should be done either with a gabled end, a flat roof behind a parapet or a false front. Single level buildings will be required to be a minimum of 20 feet in height along the street facing façade. Buildings and other improvements shall be sited to maintain view corridors toward the lakefront. (Lakefront Lots) should be limited to three stories and a maximum height of 45 feet measured from the natural, undisturbed ground surface below the center of the building or improvement to the highest point on the building or improvement. A variance through TimberMill Shores and the city will be required if a building is to exceed the 45' height limitation. Building and improvements on all other lots shall not exceed 55 feet as provided in the City's Development Ordinance. Lakefront lot buildings shall comply with the City's Mixed Use Zone requirement.

**c. Building Materials for Exterior Walls and Trim.** The exterior design of each TimberMill Shores building shall consider the use of more than one exterior material. Building walls of more than one material shall change the materials along horizontal lines or other architectural features. Exterior materials that appear heavier should be used below the lighter exterior materials to maintain an architectural balance of building materials. The visible surfaces of buildings should encourage the use of natural materials such as natural wood and timbers, brick, concrete masonry units, cast in place concrete, rock, cultured stone and stucco. Wood shall be finished with a semi-transparent or solid body stains or paints. Earth tones are recommended. Emphasis should be put on wood features such as large wooden beams, exposed rafter tails and/or architectural wood or steel bracket to help emphasize the design. Monolithic and synthetic exterior building materials are subject to approval by the ARC for use on exterior surfaces of buildings and improvements in TimberMill Shores.

**d. Exterior Colors and Stains.** All exterior colors will be subject to the review and approval by the ARC. Colors that are appropriate with the character and style of the building are encouraged. Earth tones are recommended. Bright colors that are out of character will not be allowed. All natural wood elements must be treated or stained. Lots which abut a street or adjoin an existing roadway are required to use colors and textures as developed on Sydney Way and TimberMill Shores Drive.

**e. Awnings.** Awnings are encouraged at retail and pedestrian settings. All awnings shall fit the window bays to blend with or augment the architectural character of the building. Glass, metal, wood and fabric awnings are acceptable materials. Awnings must have a professional appearance at all times.

**f. Roofs.** Where pitched roofs are proposed, slate, tile, concrete wood simulated shakes and composition roofing are acceptable roofing applications. At low slope roofs single ply membrane roofs may be acceptable at areas where cornices and parapets are



used to conceal mechanical equipment from adjacent properties. Sloped roofs shall have a minimum pitch of 4:12. Eaves overhangs shall be at least 18 inches and shall be visibly supported by brackets or rafter tails. Eaves proposed less than 18 inches will be individually considered by the ARC.

**g. Gutters and Downspouts.** Gutters and downspouts required. Gutters and downspouts shall be designed as a continuous architectural design feature. Exposed gutters and downspouts shall be colored or painted to blend in with the adjacent surface. All drainage pipes that are connected to downspouts must be concealed from view of neighboring properties.

**h. Windows, Glazing, Doors and Entrances.** Wood, vinyl or prefinished metal window frames are allowed. Glazing shall be clear or Low E units. No reflective glass is allowed. Aluminum window and doorframes must be prefinished with a factory-applied coating or anodized finish. Interior window treatments shall compliment the exterior façade.

**i. Heating and Cooling Systems.** All heating and cooling systems and equipment must be screened from the view of neighboring properties and roadways.

**j. Overhead and Service Doors.** Overhead doors should be located in a way to accommodate vehicle loading and unloading but may not be visible from the street. Overhead doors may be of metal construction and must be painted to match the adjacent building to architecturally blend in with the exterior.

**k. Primary Building Entrances.** Each building must have a primary entrance located on the primary street or lakefront. Additional building entrances may be located on other facades or as required.

**l. Satellite Dishes and Antennas.** No pedestrian visible exterior satellite receivers or transmitters, television antennas, radio antennas or other receiving device shall be placed on any building, structure or tree without the submission to and approval of the ARC.

**m. Geothermal.** Geothermal heating, other than for private sidewalks and private walkways, consistent with Section 15.1 requires the approval of the City of Klamath Falls and must comply with existing City geothermal standards as modified from time to time. A copy of the City's geothermal standards existing at the time of this restatement is attached as Exhibit D and by reference incorporated herein.

**17. Liens** Any lien of the TimberMill Shores subdivision against a lot for unpaid charges, dues, or assessments shall be subordinate to tax and assessment liens and any prior or first mortgage of record, unless there has been compliance with all requirements of ORS 100.450(7). Where the purchaser or mortgagee of a lot obtains title to the lot as a result of foreclosure of a prior or first mortgage or by deed in lieu of foreclosure, such purchaser or mortgagee, and his or her successors and assigns, shall not be liable for any of the common expenses chargeable to such unit or lot which became due prior to the acquisition of title except to the extent provided in ORS 100.475(2); provided, in the

case of a deed in lieu of foreclosure, that the Mortgagee complies with the requirements of ORS100.465(1); and provided further, that any sale or transfer of a Unit pursuant to a foreclosure shall not relieve the purchaser or transferee of such lot from liability for, nor such lot from the lien of, any common expenses thereafter becoming due. In a voluntary conveyance of a unit or lot (subject to the restrictions of this Declaration), the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the lot prior to the time of grant of conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, upon request of a prospective purchaser, the Board of Directors of TimberMill Shores shall make and deliver a statement of the unpaid assessments against the prospective grantor of the lot, and the grantee in such case shall not be liable for, nor shall the lot when conveyed be subject to, a lien filed thereafter for any unpaid assessments against the grantor in excess of the amounts therein set forth.

**18. Declaration Enforcement**

a. These Covenants, Conditions and Restrictions shall be specifically enforceable by property owners or by any Owner of any Lot in the TimberMill Shores Mixed Use Development. Any breach of these CC&Rs shall subject the breaching party to any and all legal remedies, including damages for the destruction or removal, or the enjoining of any offending improvement or condition.

b. In the event that legal suit or legal action or arbitration in accordance with Section 12 is instituted for the enforcement of these CC&Rs or for any remedy for the breach of these CC&Rs, the prevailing party shall recover that party's reasonable attorney's fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court or arbitrator.

**19. Binding Effect**

a. The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in the TimberMill Shores Mixed Use Development and shall bind, benefit and burden each Lot in the TimberMill Shores Mixed Use Development including any additions thereto. The terms of these CC&Rs shall inure to the benefit of and shall bind property owners, successors and assigns of property owners and all Owners of any Lot in the TimberMill Shores Mixed Use Development, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest or use in or to any real property in the TimberMill Shores Mixed Use Development. The use restrictions and regulations set forth in these CC&Rs shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as the TimberMill Shores Mixed Use Development and their successors in interest as set forth in these CC&Rs including any person who holds such interest as security payment of an obligation including any mortgagee or otherwise holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

**20. Property Owner Immunity**

a. Property owners have a non-exclusive right and power to enforce the covenants,


conditions, and restrictions contained in Covenants, Conditions and Restrictions, but property owners have no legal obligation to enforce or attempt to enforce the provisions hereof. In the event property owners refuse, neglect, fail or are negligent in enforcing or attempting to enforce the CC&Rs there shall not exist or be created any cause of action or claim against a property owner, and each owner or any person or entity claiming by, through or from said owner hereby releases property owner from and against any claim arising in connection with the development of the Property or related to the property owner's acts or omissions in preparing, filing or enforcing these amended Covenants, Conditions and Restrictions and shall be stopped from making or enforcing any such claim.

**21. Signatures and Notification**

These amended CC&Rs apply to all of TimberMill Shores. These CC&Rs shall be effective and shall bind and burden the property upon recording in the Deed Records of Klamath County, Oregon.

I, Robert J. Shaw, Manager of Pine Cone LLC approve the Third Restated and Amended Declaration of Covenants, Conditions and Restrictions for TimberMill Shores.

Dated this 1 day of SEPT., 2022.

By:   
Robert J. Shaw, Manager

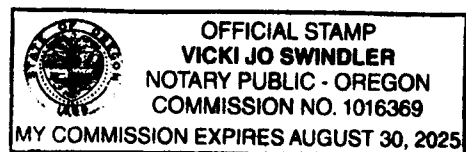
STATE OF OREGON            )  
  ) ss  
County of Klamath         )

On September 1, 2022, before me, Robert J Shaw, a Notary Public, personally appeared Robert J. Shaw, 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 Oregon that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: 



I, Thomas J. Shaw, Trustee of the TJS Trust dated August 7, 1985, approve the Third Restated and Amended Declaration of Covenants, Conditions and Restrictions for TimberMill Shores.

Dated this 20 day of July, 2022.

By: Thomas J. Shaw  
Thomas J. Shaw, Trustee

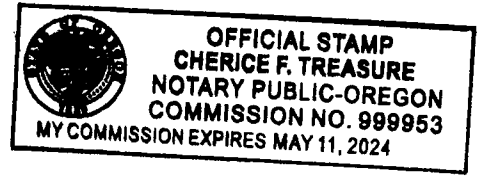
STATE OF OREGON            )  
  ) ss  
County of Klamath         )

On July 20<sup>th</sup>, 2022, before me, Cherice F. Treasure, a Notary Public, personally appeared Thomas J. Shaw, Trustee of the TJS Trust dated August 7, 1985, 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 Oregon that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: Cherice F. Treasure



I, Curt Baney, an authorized representative of Baney Corp. approve the Third Restated and Amended Declaration of Covenants, Conditions and Restrictions for TimberMill Shores.

Dated this 24<sup>th</sup> day of August, 2022.

By Curt Baney

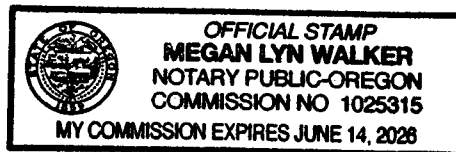
STATE OF Oregon )  
County of Deschutes ) ss

On August 24, 2022, before me, Megan Lyn Walker, a Notary Public, personally appeared Curt Baney, 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 Oregon that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: Megan Lyn Walker



I, STEVEN R EEB, an authorized representative of People's Bank of Commerce approve the Third Restated and Amended Declaration of Covenants, Conditions and Restrictions for TimberMill Shores.

Dated this 10<sup>th</sup> day of JUNE, 2022.

By: [Signature]

STATE OF Oregon )  
County of Jackson ) ss

On 6/10, 2022, before me, Nancy Victoria Stevenson a Notary Public, personally appeared STEVEN R EEB, 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 Oregon that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Signature: Nancy Victoria Stevenson

I, \_\_\_\_\_, an authorized representative of Washington Federal approve the Third Restated and Amended Declaration of Covenants, Conditions and Restrictions for TimberMill Shores.

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

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

STATE OF \_\_\_\_\_ )  
  ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: \_\_\_\_\_

I, \_\_\_\_\_, an authorized representative of Tokola approve the Third Restated and Amended Declaration of Covenants, Conditions and Restrictions for TimberMill Shores.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

STATE OF \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: \_\_\_\_\_



John H. Ferguson, an authorized representative of Klamath Falls Hotel Partners, LLC approve the Third Restated and Amended Declaration of Covenants, Conditions and Restrictions for TimberMill Shores.

Dated this 20<sup>th</sup> day of July, 2022.

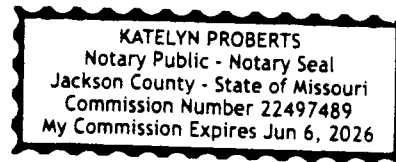
By: John H. Ferguson

STATE OF \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

On 20<sup>th</sup> July, 2022, before me, Katelyn Proberts, a Notary Public, personally appeared John H. Ferguson, 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 Missouri that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Signature: Katelyn Proberts

I, Jonathan Fay, an authorized representative of Fayworks LLC approve the Third Restated and Amended Declaration of Covenants, Conditions and Restrictions for TimberMill Shores.

Dated this 01 day of August, 2022.

By: [Signature]

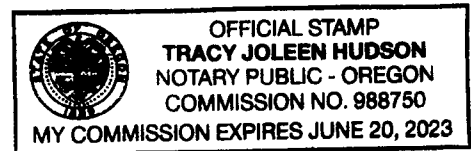
STATE OF Oregon )  
County of Klamath ) ss

On August 1st, 2022, before me, Tracy Joleen Hudson, a Notary Public, personally appeared Jonathan Fay, 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 Oregon that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: Tracy Hudson







I, \_\_\_\_\_, an authorized representative of Lake Ewauna Holdings LLC approve the Third Restated and Amended Declaration of Covenants, Conditions and Restrictions for TimberMill Shores.

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

STATE OF \_\_\_\_\_ )  
 ) ss  
 County of \_\_\_\_\_ )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: \_\_\_\_\_

I, Patrick Brown an authorized representative of Beacon Hill Land LLC approve the Third Restated and Amended Declaration of Covenants, Conditions and Restrictions for TimberMill Shores.

By: [Signature]

STATE OF OREGON )  
County of WASHINGTON ) SS

On July 10<sup>th</sup>, 2022, before me, Caitlyn Mae Tedford, a Notary Public, personally appeared Patrick Brown, 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 Oregon that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: Caitlyn Mae Tedford



I, Robert J. Shaw, President for TimberMill Shores, Inc. confirm that 75% of TimberMill Shores property owners have signed the TimberMill Shores Third Restated and Amended Declaration of Covenants, Conditions and Restrictions as required by the TimberMill Shores Declaration of Covenants, Conditions and Restriction.


TimberMill Shores, Inc.

By: [Signature]  
Robert J. Shaw, President

DECLARANTS:


I, Robert J. Shaw, President for TimberMill Shores, Inc., as Declarant, confirm that 75% of TimberMill Shores property owners have signed the TimberMill Shores Third Restated and Amended Declaration of Covenants, Conditions and Restrictions as required by the TimberMill Shores Declaration of Covenants, Conditions and Restriction.

TimberMill Shores, Inc.

By:   
\_\_\_\_\_ Robert J. Shaw, President

I, Robert J. Shaw, Manager for Pine Cone LLC., as Declarant, confirm that 75% of TimberMill Shores property owners have signed the TimberMill Shores Third Restated and Amended Declaration of Covenants, Conditions and Restrictions as required by the TimberMill Shores Declaration of Covenants, Conditions and Restriction.

Pine Cone LLC

By:   
\_\_\_\_\_ Robert J. Shaw, Manager

**EXHIBIT A  
LEGAL DESCRIPTION**

**PARCEL 1**

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of Tract 1430 TimberMill Shores located in the Southwest one-quarter, the Southeast one-quarter, and the Northeast one-quarter, Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 2**

Tax Lot: 3809-032AD-10700  
Parcel#: 477120

**Legal Description:**

Parcel 2 of Land Partition No. 62-04, Replat of Block 92 Klamath Addition to the City of Klamath Falls located in the Northeast 1/4 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 3**

Tax Lot: 3809-032AC-02000  
Parcel #: 476318

**Legal Description:**

Lots 6, 7 and 8 in Block 85 Klamath Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the county Clerk of Klamath County, Oregon.

**PARCEL 4**

Tax Lot: 3809-033CC-00500  
Parcel #: 786830  
Tax Lot: 3809-032DA-00801  
Parcel #: 887190

**Legal Description:**

Parcel 1 of Land Partition 43-00 situated in the NW1/4 of Section 4, Township 39 South, Range 9 East, SE1/4 Section 32 and SW1/4 Section 33, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 5**

Tax Lot: 3809-032DA-00800  
Parcel #: 611458

**Legal Description:**

An irregular tract of land located in Government Lots 3 and 10, Section 32, Township 38 South, Range 9 East Willamette Meridian, Klamath County, Oregon, described as follows:



Commencing at the East 1/4 corner of Section 32, thence South 69° 36' West a distance of 38.1 feet; thence South 38° 56' West along the Southeasterly line of Kinlock Street 16.47 feet to the true point of beginning. thence South 10° 46' 30" West 651.21 feet; thence Southeasterly along the arc of a curve to the left having a radius of 487.86 feet, 344.86 feet through an angle of 40° 31'. (The long chord of said curve being 337.72 feet long and bears South 9° 29' East) to a point in the Southeasterly extension of the Northeasterly line of 3rd Street, which is also a line drawn parallel with and 30 feet at right angle Northeasterly from the original located centerline of the O.C.&E. R.R., thence North 51° 04' West along said Northeasterly line of 3rd Street 1,685.27 feet to its intersection with the Southeasterly line of Oak Avenue, thence North 38° 56' East along said Southeasterly line of Oak Avenue 260 feet, thence South 51° 04' East along Southwesterly line of 4th Street 580 feet to its intersection with Southeasterly line of Willow Avenue, thence North 38° 56' East along said Southeasterly line of Willow Avenue 320 feet; thence South 51° 04' East along Southwesterly line of 5th Street 545 feet to intersection with Southeasterly line of Kinlock Avenue, thence North 38° 56' East along said Southeasterly line of Kinlock Avenue 217.33 feet to the point of beginning excepting that portion lying Easterly of Westerly line of 5th Street.

TOGETHER WITH that portion of vacated 3rd Street, which inured thereto by vacation order.

**EXCEPTING THEREFROM:**

A tract of land situated in the SE1/4 of Section 32, Township 38 South, Range 9 East Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the East quarter corner of said Section 32; thence South 69° 36' 00" West 38.1 feet to a point on the Southeasterly line of Kinlock Street; thence South 38° 56' 00" West along said Southeasterly line of said street a distance of 16.47 feet; thence South 10° 46' 30" West 246.59 feet to a point on the Southwesterly line of 5th Street, if extended, said point being the true point of beginning of this description; thence South 10° 46' 30" West 317.04 feet; thence North 50° 27' 40" West 285.03 feet; thence North 38° 56' 00" East 276.49 feet to the Southwesterly line of 5th Street; thence South 51° 04' 00" East along said Southwesterly line of said 5th Street and said line if extended 135.40 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM All of Block 103, KLAMATH ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH the vacated alley in Block 103. ALSO TOGETHER WITH that portion of vacated 4th Street and vacated Elm Street, which inured thereto.

ALSO EXCEPTING THEREFROM All of Block 107, KLAMATH ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH those portions of vacated Elm Street, 4th Street, and Kinlock Street, which inured thereto.

AND ALSO EXCEPTING THEREFROM an irregular tract of land located in Government Lots 3 and 10, Section 32, Township 38 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Commencing at the East quarter corner of Section 32, Township 38 South, Range 9 East of the Willamette Meridian; thence South 69° 36' West a distance of 38.1 feet to a point on the Southeasterly line of Kinlock Street; thence South 38° 56' West along said Southeasterly line of Kinlock Street a

distance of 16.47 feet to the true point of beginning; thence South  $10^{\circ} 46' 1/2''$  West 246.59 feet, more or less, to its intersection with the Westerly line of Fifth Street in Klamath Falls, Oregon, if extended; thence North  $51^{\circ} 04'$  West a distance of 116.51 feet, more or less, to the intersection of said Westerly line of Fifth Street and the Southeasterly line of Kinlock Street; thence North  $38^{\circ} 56'$  East a distance of 217.33 feet, along the said Southeasterly line of Kinlock Street, to the point of beginning.

ALSO EXCEPTING THEREFROM that portion platted as Tract 1430-Timbermill Shores.

ALSO EXCEPTING THEREFROM Parcels 1, 2 and 3 of Land Partition 43-00 in the SW1/4 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH A tract of land situated in the E1/2 of the SE1/4 of Section 32 and the W1/2 of the SW1/4 of Section 33, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the E1/4 corner of said Section 32, evidenced by a brass cap in a monument box; thence South  $69^{\circ} 36' 00''$  West, 38.10 feet; thence South  $38^{\circ} 56' 00''$  West, 16.47 feet; thence South  $10^{\circ} 40' 50''$  West, 72.50 feet to a point on the Southerly right-of-way of South 5th Street and the true point of beginning; thence along said right-of-way North  $78^{\circ} 37' 30''$  East, 176.63 feet to a point of curvature; thence along the arc of a 97.67 foot radius curve to the right through a central angle of  $21^{\circ} 49' 00''$ , an arc distance of 37.19 feet (the long chord of which bears North  $89^{\circ} 40' 36''$  East, 36.97 feet) to a point of non-tangency and the true point of beginning of that tract of land described in Volume M94, Page 35320 of the Klamath County Deed Records; thence leaving said right-of-way and along the Westerly line of said tract South  $10^{\circ} 43' 36''$  West, 687.12 feet to a point of curvature; thence along the arc of a 573.14 foot radius curve to the left through a central angle of  $61^{\circ} 59' 03''$ , an arc distance of 620.04 feet (the long chord of which bears South  $20^{\circ} 13' 02''$  East, 590.24 feet) to a point of tangency; thence North  $51^{\circ} 04' 00''$  West, 399.65 feet to a point of curvature; thence along the arc of a 487.68 foot radius curve to the right through a central angle of  $46^{\circ} 15' 29''$ , an arc distance of 393.73 feet (the long chord of which bears North  $12^{\circ} 26' 54''$  West, 383.12 feet) to a point of tangency; thence North  $10^{\circ} 40' 50''$  East 578.70 feet to the true point of beginning.

ALSO TOGETHER WITH an irregular tract of land located in Government Lots 3 and 10, Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the East quarter corner of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, thence South  $01^{\circ} 01'$  East a distance of 1,191 feet to the true point of beginning, being the point of intersection of the Section line between Sections 32 and 33 and the Southwesterly right of way line of the OC&E Railway which is parallel to and 50 feet from the original located center line of said railway and also the center line of Third Street extended, thence South  $0^{\circ} 01'$  East 492 feet to the meander corner which is on the above mentioned section line, thence South  $49^{\circ} 11'$  West a distance of 70.9 feet, thence North  $31^{\circ} 31'$  West 390.9 feet, thence North  $29^{\circ} 15'$  West 90.2 feet, thence North  $38^{\circ} 17'$  West 297.13 feet, thence North  $44^{\circ} 09'$  West 33.1 feet, thence South  $38^{\circ} 56'$  West 51.0 feet, thence North  $51^{\circ} 04'$  West, 1,160 feet to a point on the center line of Plum Avenue extended, thence North  $38^{\circ} 55'$  East along said center line of Plum Avenue 30.0 feet to the Northeasterly line of 2nd Street, thence North  $51^{\circ} 05'$  West along the Northeasterly line of 2nd Street 255 feet to the Southeasterly line of Oak Avenue, thence North  $38^{\circ} 34'$  East along said Southeasterly line of Oak Avenue 260 feet to a

point on the Southwesterly line of 3rd Street, thence following the Southwesterly line of Third Street South 31°04' East 1,397.5 feet to a point which is 30 feet at right angles Southerly from the center line of Third Street, thence South 38°56' West 17 feet, thence South 51°04' East 415.85 feet, thence South 38°56' West 3 feet, thence South 31°04' East a distance of 80 feet to the point of beginning. TOGETHER WITH that portion of vacated 3rd Street, which inured thereto by vacation order. EXCEPTING THEREFROM that portion platted as Tract 1430 - Timbermill Shores. ALSO EXCEPTING that portion lying within Parcels 1, 2 and 3 of Land Partition Plat 43-00. ALSO TOGETHER WITH all of Blocks 101, 102, 108, 109, 110 and 111 of Klamath Addition to the City of Klamath Falls according to the official plat on file in the Office of the County Clerk, Klamath County, Oregon, together with all those portions of the vacated streets and alleys that inure thereto. Excepting therefrom all those portions lying within the Great Northern and Southern Pacific Rail roads

#### PARCEL 6

Tax Lot: 3909-032DA-00700  
Parcel #: 611476

#### Legal Description:

All of Blocks 103 and 107 of Klamath Addition to the City of Klamath Falls according to the official plat on file in the Office of the County Clerk, Klamath County, Oregon, together with all those portions of the vacated streets and alleys that inure thereto.

#### PARCEL 7

Tax Lot: 3909-032DA-00600  
Parcel #: 611467

#### Legal Description:

A tract of land situated in the SE1/4 of Section 32, Township 38 South, Range 9 East Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the East quarter corner of said Section 32; thence South 69° 36' 00" West 38.1 feet to a point on the Southeasterly line of Kinlock Street; thence South 38° 56' 00" West along said Southeasterly line of said street a distance of 16.47 feet; thence South 10° 46' 30" West 246.59 feet to a point on the Southwesterly line of 5th Street, if extended, said point being the true point of beginning of this description; thence South 10° 46' 30" West 317.04 feet; thence North 50° 27' 40" West 285.03 feet; thence North 38° 56' 00" East 276.49 feet to the Southwesterly line of 5th Street; thence South 51° 04' 00" East along said Southwesterly line of said 5th Street and said line if extended 135.40 feet to the true point of beginning.

**EXHIBIT B**  
**Property Owners**

Phase1

Short Description	Parcel #
Lot 2-Tract 1430 TimberMill Shores	892239
Lot 3-Tract 1430 TimberMill Shores	892240
Lot 4-Tract 1430 TimberMill Shores	892241
5-Tract 1430 TimberMill Shores	892242
6-Tract 1430 TimberMill Shores	892251
7-Tract 1430 TimberMill Shores	892250
8-Tract 1430 TimberMill Shores	892249
9-Tract 1430 TimberMill Shores including PLA 5-07	892248
10, 12 & 13-Tract 1430 TimberMill Shores Excluding PLA 5-07	892243
11-Tract 1430 TimberMill Shores	892244
14-Tract 1430 TimberMill Shores	892247
62-04 Parcel 2	477120
Block 36 Lot-5 POR Less Sely 8' for Alley	476318

Phase II

Metes and Bounds	611458
Parcel 1 LP 43-00	887190
Metes and Bounds	786830
Metes and Bounds	611476
Metes and Bounds	611467

**EXHIBIT C**  
**New Logo for TimberMill Shores**



Other color combinations and variations of this logo are available and can be used with prior approval.

## **EXHIBIT D GEOTHERMAL REGULATIONS**

- There is currently 150,000 SF of snowmelt capacity at the snowmelt heat exchange building off Sydney Way
- All public sidewalks within the Timbermill Shores development (i.e. roadways and public access easements crossing Phase 1 Lots 1-14) are to be developer constructed and served by the public snowmelt system with user fee responsibility charged to the Timbermill Owners Association
- All public paths and related open space along Lake Ewuana trail Ph1 & Ph2 and the currently constructed Veterans Memorial are to be served by the public snowmelt system with user fee responsibility charged to the City of Klamath Falls
- Any private lot development sidewalks and/or open spaces approved to be served by the public snowmelt system shall have a user fee responsibility charged to the respective private lot owner
- The current user fee for snowmelt service is charged at an annual rate of \$0.25/SF
- Lot owners within Timbermill Shores Phase 1 (Lots 1-14) may request public snowmelt system service for up to 6% of the gross lot area
- Lot developers shall prepare detailed construction drawings and make written request to connect to the snowmelt system
- Timbermill Owners Association must approve connections to the public snowmelt system before a request is made to the City
- The City will confirm system availability against the Timbermill Snowmelt Debiting Ledger and, if capacity available, will establish a service agreement through City Utility Billing

Per the attached ledger, projections indicate there is adequate capacity to serve all anticipated public areas within Timbermill Phase 1, the entirety of fronting Lake Ewuana Trail, current Veterans Memorial areas, and up to 6% of private lot development.

**EXHIBIT D**  
**Timbermill Shores – Snowmelt Debiting Ledger**

**CURRENT SYSTEM ALLOCATION (Oct 2020)**

Location	Description	Snowmelt Area (ft <sup>2</sup> )	System Availability (ft <sup>2</sup> )	User Fee Responsible Party
Timbermill Ph 1	Original System Design Allowance		150,000	
Sydney Way	Public Sidewalks Snowmelt	6,600	143,400	Timbermill Association
Timbermill Drive	Public Sidewalks Snowmelt	21,300	122,100	Timbermill Association
Veterans Memorial	Public Walks & Memorial Space Snowmelt - Area west of George Nurse Way			
		5,700	116,400	City of KF
Lake Ewauna Trail Ph 1	Public Multi-Use Path Snowmelt - George Nurse Way to ±400' beyond Lot 7 (10')	23,350	<b>93,050</b>	City of KF

**PROJECTED AVAILABLE SYSTEM ALLOCATION (AS OF OCT. 2020)**

Location	Description	Snowmelt Area (ft <sup>2</sup> )	System Availability (ft <sup>2</sup> )	User Fee Responsible Party
<b>Projected Future Project Debiting</b>				
Lake Ewauna Trail Ph 2	±400' beyond Lot 7 to End of Trail (10')	14,200	78,850	City of KF
4th Street - Sydney to Plum	±500' x 6' width	3,000	75,850	Timbermill Association
Public Path Lot 3	±215' x 6' width	1,290	74,560	Timbermill Association
Public Path Lot 4	±200' x 6' width	1,200	73,360	Timbermill Association
Public Path Lot 5	±255' x 6' width	1,530	71,830	Timbermill Association
Public Path Lot 6	±300' x 8' width	2,400	69,430	Timbermill Association
Public Path Lot 9	±265' x 6' width	1,590	67,840	Timbermill Association
Public Path Lot 10	±160' x 8' width	1,280	66,560	Timbermill Association
Public Path Lot 11	±200' x 8' width	1,600	64,960	Timbermill Association
Public Path Lot 14	±286' x 8' width	2,288	62,672	Timbermill Association

**EXHIBIT D**  
**Timbermill Shores – Snowmelt Debiting Ledger**

**PROJECTED AVAILABLE SYSTEM ALLOCATION (AS OF OCT. 2020)**

Location	Description	Snowmelt Area (ft <sup>2</sup> )	System Availability (ft <sup>2</sup> )	User Fee Responsible Party
<b><u>Projected Future Project Debiting</u></b>				
Private Lot 1	6% private snowmelt allowance	5,227	57,445	Private Lot Owner
Private Lot 2	6% private snowmelt allowance	4,543	52,902	Private Lot Owner
Private Lot 3	6% private snowmelt allowance	4,954	47,948	Private Lot Owner
Private Lot 4	6% private snowmelt allowance	3,173	44,775	Private Lot Owner
Private Lot 5	6% private snowmelt allowance	6,244	38,531	Private Lot Owner
Private Lot 6	6% private snowmelt allowance	6,627	31,904	Private Lot Owner
Private Lot 7	6% private snowmelt allowance	6,448	25,456	Private Lot Owner
Private Lot 8	6% private snowmelt allowance	3,210	22,246	Private Lot Owner
Private Lot 9	6% private snowmelt allowance	3,846	18,400	Private Lot Owner
Private Lot 10	6% private snowmelt allowance	2,719	15,681	Private Lot Owner
Private Lot 11	6% private snowmelt allowance	2,256	13,425	Private Lot Owner
Private Lot 12	6% private snowmelt allowance	4,088	9,337	Private Lot Owner
Private Lot 13	6% private snowmelt allowance	3,744	5,593	Private Lot Owner
Private Lot 14	6% private snowmelt allowance	2,660	2,933	Private Lot Owner

\* All connections to the snowmelt system are to be reviewed and approved by the Timbermill Owners Association

\* System availability based on heat exchange building as originally constructed (150,000 SF total capacity)

\* Once debiting availability is fully allocated, additional heat plates will be required prior to further allocation

\* Up to 6% of private lot area may be allocated per development parcel