

AFTER RECORDING, RETURN TO:

Caldera Springs Owners' Association, Inc.  
P.O. Box 3609  
Sunriver, Oregon 97707  
Attn: Cathy Smith

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**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CALDERA SPRINGS  
(CALDERA SPRINGS ANNEXATION PHASE B)**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CALDERA SPRINGS (CALDERA SPRINGS PHASE B) (this "**Declaration**") is made by CALDERA SPRINGS REAL ESTATE LLC, an Oregon limited liability company ("**Declarant**"), and shall be effective upon its recording in the official records of Deschutes County, Oregon.

**Recitals**

A. Declarant executed the Declaration of Protective Covenants, Conditions and Restrictions for Caldera Springs dated as of February 16, 2006 and recorded in the official records of Deschutes County, Oregon on February 17, 2006 as Document No. 2006-11383 (together with all amendments thereto, the "**Original CC&Rs**").

B. Declarant also executed the Declaration of Annexation of Real Property to the Declaration of Protective Covenants, Conditions and Restrictions for Caldera Springs dated as of April 20, 2006 and recorded in the official records of Deschutes County, Oregon on April 20, 2006 as Document No. 2006-27330 (the "**First Declaration of Annexation**").

C. Declarant also executed the Declaration of Annexation of Real Property to the Declaration of Protective Covenants, Conditions and Restrictions for Caldera Springs dated as of January 31, 2008 and recorded in the official records of Deschutes County, Oregon on January 31, 2008 as Document No. 2008-04667 (the "**Second Declaration of Annexation**").

D. Declarant also executed the Declaration of Annexation of Real Property to the Declaration of Protective Covenants, Conditions and Restrictions for Caldera Springs (Designation of Additional Common Area) dated as of September 2, 2009 and recorded in the official records of Deschutes County, Oregon on September 25, 2009 as Document No. 2009-41213 (the "**Third Declaration of Annexation**").

E. Declarant also executed the Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Caldera Springs (Overnight Lodging Regulatory Amendment) dated as of October 3, 2013 and recorded in the official records of Deschutes County, Oregon on October 4, 2013 Document No. 2013-041852 (the "**Regulatory Amendment**").

F. Declarant also executed the Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Caldera Springs (Committee Amendments) dated as of December 18, 2014 and recorded in the official records of Deschutes County, Oregon on December 31, 2014 Document No. 2014-43757 (the “**Committee Amendments**”).

G. Declarant also executed the Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Caldera Springs (Caldera Springs Annexation Phase A) dated as of January 28, 2022 and recorded in the official records of Deschutes County, Oregon on February 2, 2022 at Document No. 2022-04870 (the “**Phase A Declaration**”).

H. The Original CC&Rs, First Declaration of Annexation, Second Declaration of Annexation, Third Declaration of Annexation, the Regulatory Amendment, the Committee Amendments and the Phase A Declaration are referred to collectively herein as the “**CC&Rs**.”

I. Pursuant to its authority under Section 10.1 of the CC&Rs, Declarant desires to annex the Annexed Property (defined below) into Caldera Springs and make it subject to the CC&Rs on the terms and conditions contained in this Declaration.

### **Declaration**

NOW, THEREFORE, Declarant hereby declares that the Annexed Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions that, subject to the terms of this Declaration, shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Annexed Property, or any part thereof, and shall inure to the benefit of each owner thereof.

### **ARTICLE 1**      **DEFINITIONS**

The terms specified below shall have the following meanings when used in this Declaration:

1.1 “**Annexed Common Areas**” means Tracts \_\_\_\_\_, as shown on the Plat and as described on the attached Exhibit A, and Tract \_\_ as shown on the OLU Plat and as described on the attached Exhibit A. Annexed Common Areas also include Private Road Tracts \_\_\_\_\_ as shown on the Plat and as described on the attached Exhibit A, and \_\_\_\_\_ as shown on the OLU Plat, and as described on the attached Exhibit A.

1.2 “**Annexed Common Maintenance Areas**” means the real property and Improvements described in Section 2.3 below.

1.3 “**Annexed Lots**” means Lots \_\_ through \_\_, inclusive, as shown on the Plat and Lots \_\_ through \_\_, inclusive as shown on the OLU Plat, and as described on the attached Exhibit B.

1.4 “**Annexed Property**” means the Annexed Common Areas and the Annexed Lots.

1.5 “**Plat**” means the Plat of Caldera Springs, Phase B recorded in the official records of Deschutes County, Oregon as Document No. 2022-\_\_\_\_\_.

1.6 “**OLU Plat**” means the Plat of Caldera Springs OLU, Phase B recorded in the official records of Deschutes County, Oregon as Document No. 2022-\_\_\_\_\_.

1.7 **“CSA Overnight Lodging Unit”** means the Improvements constructed on each CSA OLU Lot designed and constructed to be maintained and operated in perpetuity as “overnight lodgings” as that term is defined by Deschutes County Code Chapter 18.04.

1.8 **“Wildlife Mitigation Tract” or “WMT”** means Tract WF1, as shown on the plat of Caldera Springs , Phase A, recorded in the real property records of Deschutes County, Oregon on February 2, 2022 as Document No. 2022-04791.

1.9 **Other Terms.** Except to the extent otherwise defined herein, capitalized terms used in this Declaration shall have the meanings ascribed to such terms in the CC&Rs.

## ARTICLE 2 ANNEXATION OF PROPERTY

2.1 **Annexation.** The Annexed Property is hereby annexed to and made a part of Caldera Springs, and is owned and shall be owned, held, conveyed, hypothecated, encumbered, used, occupied and improved, subject to the covenants, conditions and restrictions contained in the CC&Rs, as modified or supplemented by the terms of this Declaration and as stated on the Plat.

2.2 **Annexed Common Areas.** The Annexed Common Areas shall form part of the Common Areas described in the CC&Rs and shall be subject to all of the covenants, conditions and restrictions contained in the CC&Rs regarding the Common Areas, as modified or supplemented by the terms of this Declaration and as stated on the Plat. The Annexed Common Areas are anticipated to include lakes, ponds, streams, pathways, bridges, a park, open spaces, roads, berms, entry gates and trails. The Annexed Common Areas shall be conveyed to the Association no later than December 31 of the year in which all improvements to be constructed by the Declarant within the Annexed Common Areas are completed by the Declarant.

2.3 **Annexed Common Maintenance Areas.** The Association shall maintain, repair and replace the following real property and Improvements as necessary, which shall constitute the Annexed Common Maintenance Areas:

2.3.1 The Annexed Common Areas.

2.3.5 All landscaping on the Lots \_\_\_ through \_\_\_ of the OLU Plat (the “CSA OLU Landscaping”);

2.3.6 Any entry monument signage for the Annexed Property, including any landscaping, lighting and irrigation systems related thereto;

2.3.7 Any cluster mailboxes or community mailbox kiosks serving the Annexed Lots;  
and

2.3.8 Any other area determined by the Board to be in the interest of the Association for the Association to maintain.

The Annexed Common Maintenance Areas shall form part of the Common Maintenance Areas described in the CC&Rs and shall be subject to all of the covenants, conditions and restrictions contained in the CC&Rs regarding the Common Maintenance Areas, as modified or supplemented by the terms of this Declaration and as stated on the Plat.

2.4 **Annexed Lots.** The Annexed Lots, including all Improvements located thereon, shall form part of the Lots described in the CC&Rs and shall be subject to all of the covenants, conditions and restrictions contained in the CC&Rs regarding the Lots, as modified or supplemented by this Declaration and as stated on the Plat.

#### ARTICLE 3 MEMBERSHIP IN ASSOCIATION

The Owners of the Annexed Lots shall be Members of the Association and shall be entitled to voting rights in the Association in the manner and on the terms set forth in the CC&Rs.

#### ARTICLE 4 ASSESSMENTS

4.1 **General; CSA OLU Landscaping.** The Annexed Lots shall be subject to assessment in the manner and on the terms set forth in the CC&Rs, provided that the Association shall assess all costs of CSA OLU Landscaping (including any reserves established by the Association for such CSA OLU Landscaping, if any) to the CSA OLU Lots in equal shares as a Limited Assessment.

4.2 **Sub-Association and Golf Amenity Owner.** The total amount of annual assessments payable by the Annexed Lots and assessed under Section 2.9 of the CC&Rs shall not be included in the calculation for the annual assessment payable by the Sub-Association and the Golf Amenity Owner under Section 2.9 of the CC&Rs. Exhibit C includes an illustration of the calculation set forth in this Section 4.2.

#### ARTICLE 5 PROPERTY RIGHTS AND EASEMENTS

5.1 **Owner Rights.** Except as otherwise expressly provided in this Declaration, the CC&Rs, the Plat or any other instrument of record, each Owner of an Annexed Lot shall be entitled to the exclusive use and benefit of the Owner's Annexed Lot and, together with the Owners of all other Lots, the non-exclusive use of the Annexed Common Areas.

5.2 **Relocation of Easement.** As long as the Declarant owns any real property subject to the Final Master Plan for Caldera Springs Annexation, the Declarant hereby reserves the right to grant a perpetual, nonexclusive easement to Midstate Electrical Cooperative, its successors and assigns, across, over, through and under any portion of the Annexed Common Areas for ingress, egress, installation, replacement, repair, maintenance, use and operation of electric transmission lines. The purpose of such easement shall be for the relocation of the transmission line easements recorded in the real property records of Deschutes County at Document Nos. 2013-37255 and 2013-35139. At the request of the Declarant, the Board, on behalf of the Association, shall promptly approve, sign and acknowledge and deliver to Declarant such easement for recording.

5.3 **Utility Easements.** As long as the Declarant owns any real property subject to the Final Master Plan for Caldera Springs Annexation, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, fiber optic cables. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements. The Board shall also have the right to grant the easements described herein, subject to the approval of the Declarant so long as Declarant owns any real property subject to the Final Master Plan for Caldera

Springs Annexation. At the request of the Declarant, the Board, on behalf of the Association, shall promptly approve, sign and acknowledge and deliver to Declarant any such easement for recording.

## ARTICLE 6      OVERNIGHT LODGING

6.1      **Designated Overnight Lodging Units.** Lots \_\_ through \_\_ on the OLU Plat are designated on the OLU Plat as being reserved for "overnight lodging" (each such Lot a "CSA OLU Lot"), and the Owner of each such CSA OLU Lot shall comply with this Article 6. The provisions of this Article 6 shall supersede Article XI of the CC&Rs in its entirety. Each CSA OLU Lot will include two or more CSA Overnight Lodging Units. The Owner of a CSA OLU Lot shall ensure that all CSA Overnight Lodging Units located on their CSA OLU Lot will be available for overnight rental use by the general public for at least 38 weeks per calendar year through a central reservation and check in service operated by the Declarant and its assigns or through a real estate property manager, as defined in ORS 696.010. Declarant covenants for itself and its successors that sufficient CSA Overnight Lodging Units will be created to satisfy applicable Deschutes County ordinances and the requirements contained in the Final Master Plan for Caldera Springs Annexation. Declarant further declares that the terms of this Article 6 shall run with the land and be binding upon Declarant and each successive owner of each CSA OLU Lot created from any portion of the Annexed Property.

6.2      **Reporting Obligations.** On or before January 15 of each calendar year, the Owner of each CSA OLU Lot shall prepare and submit to the Declarant or to any party to whom Declarant has assigned either the reporting obligation or the central reservation service described in Section 6.1 above, the following information:

6.2.1    The name and address of the Owner of the CSA OLU Lot;

6.2.2    How many nights out of the preceding calendar year each CSA Overnight Lodging Unit was available for rent to the general public as required under Section 6.1;

6.2.3    How many nights out of the preceding calendar year each CSA Overnight Lodging Unit was rented out as overnight lodging;

6.2.4    Such information as is reasonably necessary to document that each CSA Overnight Lodging Unit was available for overnight rental use as required under Section 6.1.

6.3      **Rights of County.** In consideration of the approval by Deschutes County of the Project, Declarant hereby covenants and agrees, and each Owner of a CSA OLU Lot by the acceptance of any deed thereto, for itself and its heirs, executors, administrators, successors in interest and assigns, covenants and agrees as follows:

6.3.1    If any Owner of an Overnight Lodging Unit fails to comply with the terms of this Article 6, the County shall have authority to enforce such terms.

6.3.2    It is understood that by the provisions hereof, the County is not required to take any affirmative action, and any action undertaken by the County shall be that which, in its sole discretion, it deems reasonable to enforce the provisions.

6.3.3 It is understood that action or inaction by the County, under the provisions hereof, shall not constitute a waiver or relinquishment of any of its rights to seek redress for the violation of any of the provisions of this Article 6 or any of the rules, regulations and ordinances of the County, or of other laws by way of a suit in law or equity in a court of competent jurisdiction or by other action.

6.3.4 It is further understood that the remedies available to the County by the provision of this Article 6 or by reason of any other provisions of law shall be cumulative and not exclusive, and the maintenance of any particular remedy shall not be a bar to the maintenance of any other remedy.

6.4 **Amendment.** This Article 6 cannot be amended or eliminated without the written consent of the County.

## ARTICLE 7 -- WILDLIFE & HABITAT

7.1 **Wildlife and Open Space Protection.** The Final Master Plan for Caldera Springs Annexation is subject to specific wildlife and habitat mitigation measures as set forth in the Wildlife Report, including the 2018 Wildlife Report Supplement and Open Space Management Plans approved as part of the Conceptual Master Plan for Caldera Springs Annexation (together, the "Habitat Obligations"). Prior to conveyance of the Annexed Common Areas, Declarant will manage the Annexed Common Areas consistent with the Habitat Obligations. Upon conveyance of the Annexed Common Areas, the Association shall be responsible for the management and operation of the Annexed Common Areas (including the WMT) consistent at all times with the Habitat Obligations and the WMT specific requirements of Section 9.3. The Declarant (prior to the conveyance of the Annexed Common Areas) or the Association (after conveyance of the Annexed Common Areas) shall contract with a wildlife biologist on an annual basis to assess consistency of management practices with the Habitat Obligations, the requirements of Section 9.3 below and to consult with the wildfire consultant described Section 8.1 below. After conveyance of the Annexed Common Areas and the WMT, Assessments shall be used to fund the actions required under this Article 7. The Annexed Property shall be subject to all applicable Deschutes County development standards, including the fencing standards set forth in DCC 18.88.070.

7.2 **Amendment.** This Article 7 cannot be amended or eliminated without the written consent of the County.

## ARTICLE 8 WILDFIRE PROTECTION

8.1 **Wildfire Protection.** The Final Master Plan for Caldera Springs Annexation is subject to specific wildfire protections as set forth in the Wildfire Management Plan approved as part of the Conceptual Master Plan for Caldera Springs Annexation (together, the "Wildfire Obligations"). Prior to conveyance of the Annexed Common Areas, Declarant will manage the Annexed Common Areas (including the WMT) consistent with the Wildfire Obligations, including, without limitation, the obligation to seek recognition as a Firewise Community and, upon the date of first recognition, submit proof of such recognition annually to the Deschutes County Planning Division. Upon conveyance of the Annexed Common Areas, the Association shall be responsible for the management and operation of the Annexed Common Areas consistent at all times with the Wildfire Obligations and the requirements of this Section 8.1. Assessments shall be used to fund the actions required under this Article 8.

8.2 **Coordination with Habitat Obligations.** Prior to undertaking any thinning, spot treatment of downed fuels, mowing or any other wildfire reduction measures within the Annexed Common Areas, including without limitation, actions consistent with the Wildfire Obligations, the Declarant (prior to the conveyance of the Annexed Common Areas) or the Association (after conveyance of the Annexed Common Areas) shall contract with a wildland fire consultant to assess ladder fuel buildup, downed fuels and other wildfire risks. Prior to undertaking any wildfire mitigation measures in the Annexed Common Areas, the wildland fire consultant shall consult with the retained wildlife biologist prior to undertaking any wildfire mitigation measures to ensure that the actions taken to implement the Wildfire Obligations to not materially compromise the goals and actions set forth in the Habitat Obligations. To the extent that there is a conflict between the Habitat Obligations and the Wildfire Obligations, the retained consultants shall endeavor to implement wildfire mitigation measures which least compromise the goals of the Habitat Obligations.

8.3 **Amendment.** This Article 8 cannot be amended or eliminated without the written consent of the County.

#### ARTICLE 9 WILDLIFE MITIGATION TRACT

9.1 **Purpose.** The Wildlife Mitigation Tract has been set aside for wildlife habitat conservation and serves as a mule deer migration corridor. The WMT, is subject to the Habitat Obligations and the wildlife, wildlife habitat and wildfire restrictions and management provisions set forth in this Article 9.

9.2 **WMT Use Restrictions.** The following activities and practices shall be prohibited in the WMT:

- 9.2.1 Firewood cutting or vegetation alteration beyond that prescribed as management for increased habitat value or as management for wildfire risk;
- 9.2.2 New fences in the WMT;
- 9.2.3 Any livestock related activities (e.g. bringing livestock into the WMT, grazing or the presence of livestock).
- 9.2.4 The use of any bicycle, mountain bike or other mechanical vehicles, except as may be required for performance of the management operations set forth in Section 9.3 below, the Habitat Obligations, the Wildfire Obligations or emergency fire vehicle access;
- 9.2.5 Construction of any improvements on any Lot within twenty-five (25) feet of the WMT;
- 9.2.6 The use of fireworks of any type;
- 9.2.7 The use of drones except as may be required for performance of the management operations set forth in Section 9.3 below, the Habitat Obligations or the Wildfire Obligations; and

9.2.8 Hunting, the discharge of firearms or trapping of wildlife.

9.2.9 Use of the access road within the WMT by parties other than Owners, construction vehicles and emergency vehicles.

9.3 **WMT Management Obligations.** In addition to, and consistent with the Habitat Obligations, the WMT shall include the following habitat management measures:

- 9.3.1. Rock outcrops and piles provide unique habitat qualities and serve as a keystone habitat niche within the WMT. Accordingly, any habitat management activities should avoid such outcrops and the surrounding vegetation;
- 9.3.2 Standing snags provide important habitat niches, especially for avian and small mammal species. Accordingly, all existing wildlife snags should be retained, unless they are determined to pose a wildfire hazard.
- 9.3.3 Vegetation will be monitored and weeds/non-native plants will be controlled and eradicated when possible.
- 9.3.4 Brush patches will be maintained in a mosaic pattern to provide various stages of growth so that both cover and forage are provided. Vegetation management activities performed in the WMT shall be performed in the fall or spring (outside of deer winter season) when areas are accessible and not under fire restrictions, except that any mowing is not to occur in the spring during bird nesting season;
- 9.3.5 Ponderosa pine trees (dead and living) will be preserved where possible, except when such trees present a wildfire risk;
- 9.3.6 Downed logs will be retained for their wildlife value where possible except when such logs present a wildfire risk;
- 9.3.7 The Declarant shall initiate a program for the Annexed Lots for proper garbage storage and disposal, which will be designed to reduce the availability of human-generated food resources to predators and corvids (crows, ravens, and Jays) known to predate other wildlife species; and
- 9.3.8 The Declarant shall initiate a program for the Annexed Lots regarding the native wildlife populations using the WMT and the need to avoid disturbance of species within the WMT. Educational materials will include newsletters, flyers, signage on trails, or other similar outreach tools.

9.4 **WMT Wildfire and Wildlife Coordination.** Prior to undertaking any thinning, spot treatment of downed fuels, mowing or any other wildfire reduction measures within the WMT, the Declarant (prior to the conveyance of the WMT) or the Association (after conveyance of the WMT) shall contract with a wildland fire consultant to assess ladder fuel buildup, downed fuels and other wildfire risks. Prior to undertaking any wildfire mitigation measures in the WMT, the wildland fire consultant shall consult with a wildlife biologist prior to undertaking any wildfire mitigation measures to ensure that the actions taken to implement the Wildfire Obligations to not materially compromise the goals and actions set forth in the Habitat Obligations or the provisions of Section 9.3 above. To the extent that



there is a conflict between the Habitat Obligations, the provisions of Section 9.3 above and the Wildfire Obligations, the retained wildfire and wildlife consultants shall endeavor to implement wildfire mitigation measures which least compromise the goals of the Habitat Obligations and the provisions of Section 9.3 above.

9.5 **Amendment.** This Article 9 cannot be amended or eliminated without the written consent of the County.

#### ARTICLE 10 DESIGN REVIEW FOR ANNEXED PROPERTY

10.1 **Design Guidelines.** The Declarant may amend the Design Guidelines to address specific guidelines applicable only to the Annexed Lots.

#### SECTION 11 MISCELLANEOUS PROVISIONS

11.1 **Non-Waiver.** Failure by the Association or any Owner to enforce a covenant or restriction contained in this Declaration shall not be deemed a waiver of the right to do so thereafter.

11.2 **Construction; Severability.** This Declaration and the CC&Rs shall be liberally construed as one document to effect the annexation of the Annexed Property into Caldera Springs. Nevertheless, each provision of this Declaration and the CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

11.3 **Consent of Caldera Springs Annexation Master Plan.** One who acquires property in the Annexed Property will have the advantage of any further development of the Project, but shall not have any legal right to insist that there be development, except as provided in this instrument or in the instruments which hereafter may be recorded annexing areas to Caldera Springs and subjecting areas to this Declaration and the CC&Rs. Other than the multi-use pathways set forth in the final master plan for the Annexed Property, Declarant shall have no obligation to develop any specific recreational amenities in the Annexed Property, and Declarant specifically reserves the right to retain ownership of recreational amenities in the Annexed Area.

11.4 **Effect.** In the event of any inconsistencies between the terms and provisions of this Declaration and the terms and provisions of the CC&Rs or the Declaration of Annexation, the terms and provisions of this Declaration shall control.

11.5 **Run with Land.** This Declaration shall run with the land and shall be binding on any person acquiring any right, title or interest in the Property.

11.6 **Counterparts.** This Declaration may be executed in multiple counterparts, all of which, when taken together, shall constitute one and the same instrument.

[Signature Pages Follows]

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first set forth above.

DECLARANT:

CALDERA SPRINGS REAL ESTATE LLC,  
an Oregon limited liability company

By: Sunriver Resort Limited Partnership,  
a Delaware limited partnership  
Its: Sole Member

By: Lowe Sunriver, Inc.,  
a California corporation  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON                    )  
  ) ss.  
County of Deschutes                )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2022, by Thomas O'Shea as Managing Director of Lowe Sunriver, Inc., a California corporation, the general partner of Sunriver Resort Limited Partnership, a Delaware limited partnership, as the sole member of Caldera Springs Real Estate LLC, an Oregon limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF ANNEXED COMMON AREAS

Tracts \_\_\_\_\_, CALDERA SPRINGS, PHASE B, recorded on \_\_\_\_\_, 2022, in the real property records of Deschutes County as Document No. 2022-\_\_\_\_\_.

Private Road Tracts \_\_\_\_\_, CALDERA SPRINGS, PHASE B, recorded on \_\_\_\_\_, 2022, in the real property records of Deschutes County as Document No. 2022-\_\_\_\_\_.

Tract \_\_\_\_, CALDERA SPRINGS OLU, PHASE B, recorded on \_\_\_\_\_, 2022 in the real property records of Deschutes County as Document No. 2022-\_\_\_\_\_.

Private Road Tract \_\_\_\_\_, CALDERA SPRINGS OLU, PHASE B, recorded on \_\_\_\_\_, 2022, in the real property records of Deschutes County as Document No. 2022-\_\_\_\_\_.

EXHIBIT B  
LEGAL DESCRIPTION OF ANNEXED LOTS

Lots \_\_\_ through \_\_\_, inclusive, CALDERA SPRINGS, PHASE B, recorded on \_\_\_\_\_, 2022, in the real property records of Deschutes County as Document No. 2022-\_\_\_\_\_.

Lots \_\_\_ through \_\_\_, inclusive, CALDERA SPRINGS OLU, PHASE B, recorded on \_\_\_\_\_, 2022, in the real property records of Deschutes County as Document No. 2022-\_\_\_\_\_.

EXHIBIT C  
Section 4.2 Assessment Calculation

Total Number of Lots in Caldera Springs Phases One, Two and Three: 365 (45 Cabin Lots; 320 Residential Lots)

For Illustrative Purposes Only:

$365 + 89$  (Annexed Lots) = 454 total lots

$365 / 454 = .80$  (Percentage of assessments attributable to Caldera Springs Phases One, Two and Three)

Total Annual Assessment: \$1,300,000

$\$1,300,000 * .80 = \$1,040,000$  (Amount of assessments attributable to Caldera Springs Phases One, Two and Three)

Sub-Association Assessment:  $(\$1,040,000 * .10) = \$104,000$

Golf Amenity Owner Assessment:  $(\$1,040,000 * .05) = \$52,000$