

DESCHUTES COUNTY OFFICIAL RECORDS
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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FIVEPINE CAMPUS

These Covenants, Conditions and Restrictions are made this 10th day of September, 2007. Willitts, LLC, an Oregon limited liability company, hereinafter referred to as "Declarant", is the owner of the real property in the City of Sisters, Deschutes County, State of Oregon, which is described in Exhibit A attached hereto and incorporated by reference herein.

The property described in Exhibit A is hereby subject to these Covenants, Conditions and Restrictions and will be known as the Fivepine Campus.

Fivepine Campus is being developed as a planned commercial complex, except where this Declaration of Fivepine Campus conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all owners, lessees, licensees, occupants, and users of the property subject to this Declaration and their successors in interest as set for herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Sisters, the more restrictive standard or requirement of the applicable City of Sisters ordinance shall apply.

Section 1. Definitions.

1.1 Fivepine Campus: The term Fivepine Campus shall mean all of the real property now or hereafter made subject to this Declaration.

1.2 Declarant: The term Declarant shall mean Willitts, LLC, an Oregon limited liability company, or its successor in interest.

1.3 Lot: The term Lot shall mean any Lot as divided and subdivided on subdivision or partition maps according to the records of the City of Sisters and/or Deschutes County.

1.4 Declaration: The Declaration shall mean this Declaration of Covenants, Conditions and Restrictions for Fivepine Campus.

1.5 Owner: Owner shall mean and refer to either all holders of fee title to any Lot, or any other person or persons entitled to possession of the Lot pursuant to a contract of lease requiring that such person or persons pay real property taxes on the Lot.

1.6 Improvements: The term Improvements shall include, but not limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining

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(RSL:WILLITTS.002)

Recorded by Western Title as an
accommodation only. No liability
accepted for condition of title or
validity, sufficiency or affect of
document. B

walls and stairs, decks, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs, signs, loading areas and all other structures or exterior landscaping, vegetation, or ground cover of every type and every kind above the land surface.

1.7 Streets: The term Streets shall mean any street, highway or other thoroughfare within or adjacent to the Fivepine Campus as shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, land, circle or otherwise.

1.8 Fivepine Campus Owners Committee: The Fivepine Campus Owners Committee, (FPCOC) shall be that committee of Owners formed pursuant to Section 7 herein.

Section 2. Property Subject to the Covenants, Conditions and Restrictions for Five Pines Campus.

2.1 General Declaration Creating Fivepine Campus: Declarant hereby declares that all of the real property located in Deschutes County, Oregon described in Exhibit A is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be in furtherance of the general plans of the subdivision, and are established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Fivepine Campus run with all of said real property for all purposes and shall be binding upon the inure to the benefit of Declarant and all Owners, and their successors in interest as set forth in this Declaration.

2.2 Addition of Other Real Property by Grantor:

(A) Declarant may, at any time during the term of this Declaration, add all or a portion of any contiguous land now or hereafter owned by Declarant to the property which is covered by this Declaration, and upon recording of a notice of addition of real property, as set forth below, the provisions of this Declaration specified in said notice shall apply to such added land in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and Owners of parcels within such added land shall be the same as in the case of the land described in Exhibit A.

(B) The notice of addition of real property referred to above shall contain at least the following provisions:

(1) A reference to this Declaration stating the date of recording and the recording information where the Declaration is recorded.

(2) A statement that the provisions of this Declaration or some specified part thereof shall apply to such added real property.

(3) A legal description of such added real property.

(4) Such other or different covenants, conditions and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy, and improvement of such added real property.

Section 3. Architectural Controls.

3.1 Approval Required: No improvement, as defined in Section 1.7 above, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by Declarant.

3.2 Procedure: Any Owner proposing to construct any improvements within the Fivepine Campus (including any exterior alteration, addition, destruction or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by Paragraphs 3.3 through 3.7 below. Failure to follow such procedures or obtain such approvals as required by Paragraphs 3.3 through 3.7 below shall be deemed a breach of this Declaration.

3.3 Required Documents: Any Owner proposing to utilize, improve or develop real property within the Fivepine Campus, shall submit the following items for review.

(A) A site plan showing the location, size, configuration and layout of any building, structure or facility (or, where applicable, any alteration, addition, modification or destruction thereto) including appurtenant facilities for parking, tanks, storage, loading, deliveries, fences, vehicular and pedestrian traffic and circulation, and utilities plan.

(B) Architectural plans and drawings showing the nature, style and dimensions of any building, structure, facility, fence, wall, barrier or deck (or, where applicable, any addition, modification or destruction thereof), including the exterior material types, colors, appearance, and the type of screening for roof-mounted fixtures and the type of screening for exterior equipment and tanks and other exterior storage areas. The scale of plans shall be 1 inch = 20 feet or larger.

(C) A landscape plan will be prepared showing the nature, type, size, location and layout of all landscaping, vegetation and irrigation systems proposed to be planted or installed. By using the Fivepine tree map available from the Declarant, a minimum number of trees can be removed in the building envelope only. Actual design of building in the building envelope will be developed around minimum tree loss of Ponderosa pines over 12 inches or

greater, as measured 4 feet above the ground. All Ponderosa Pines with a diameter of 12 inches outside the approved building envelope must be protected whenever practical.

(D) A topographical plan showing the elevation, slope and grade of any site work (including the nature, location and utilization of any removal or filling of soil) proposed to be done in conjunction with any proposed improvement, development, modification or destruction of any building, structure, or facility or of any planting, installation or removal of any landscaping, vegetation, or ground cover.

3.4 Review: All plans and drawings identified in Paragraph 3.3 above, shall be submitted to Declarant for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied with a check payable to Declarant in the amount of \$250.00. No plans shall be reviewed until the architectural review fee is paid in full and all items specified in this section are submitted within 30 days following receipt of such plans and drawings. Declarant shall review the plans and shall inform the developer in writing whether the plans conform to the development concept for Fivepine Campus. In the event the Owner is not notified as to the conformity of the plans within the 30 day review period, the plans are conclusively presumed to be approved as submitted. In the event any aspect of any of the plans does not conform to the Fivepine Campus development concept, the Owner shall re-submit those non-conforming portions of the plans for review in accordance with the procedures outlined in Paragraph 3.3 above, and this Paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans required under Paragraph 3.3 above have been approved by Declarant. Any site plans, construction plans or similar plans and drawings submitted to the City of Sisters in connection with the construction of any improvement in the Fivepine Campus must bear the prior written approval of Declarant.

3.5 Architectural Guidelines: The development concept for the Fivepine Campus shall be determined by Declarant in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guidelines setting forth various aspects of the development concept, in addition to this Declaration, may be published from time to time by Declarant, but Declarant shall not be required to do so. Declarant shall have the right to alter, rescind, or amend any published guidelines without prior notice to any party; provided however, that once approval has been given pursuant to Paragraph 3.4 above, work may proceed in accordance with the approved plans and drawings, notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

3.6 Inspection: All work related to any building, structure or facility or any landscaping, vegetation, ground cover or other improvements within the Fivepine Campus shall be performed in strict conformity with the plans and drawings approved under Paragraph 3.4 above. Declarant shall have the right to inspect any such work to determine its conformity with the approved plans and drawings, and reserves the right to order a stop to all work if, in good faith, it believes that any such work is non-conforming. In the event that it is determined in good faith by Declarant that certain work is non-conforming, a stop work notice may be issued,

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(RSL:WILLITTS.002)

without necessity of court order, which shall require the Owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this Declaration. The Declarant or officer, director, employee, agent, or servant of Declarant shall not be responsible for damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

3.7 Waiver: Any condition or provision of Paragraphs 3.2 through 3.6 above, may be waived by Declarant in their exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for the Fivepine Campus. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under Paragraphs 3.2 through 3.6. The granting of a waiver as to one Owner shall not automatically entitle any other Owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of Declarant and delivered by certified mail to the party claiming the benefit of such waiver.

Section 4. Regulation of Improvements.

4.1 Minimum Setback Lines.

(A) General. No structure of any kind, and no part thereof, shall be placed on any site closer to a street or front property line than herein provided, or as otherwise provided by the City of Sisters Zoning Ordinance. The following structures and improvements are specifically excluded from these setback provisions:

- (1) Roof overhang, subject to the specific approval of Declarant in writing.
- (2) Steps and walks.
- (3) Paving and associated curbing, except that no vehicle parking shall be permitted within ten (10) feet of any property line fronting a street.
- (4) Fences, except that no fence shall be placed within the street setback area unless specific approval is given by Declarant in writing.
- (5) Landscaping, as per Paragraph 4.4 below.
- (6) Signs identifying the Owner, subject to the specific approval of Declarant in writing.

(B) No improvement, except as set forth in Paragraph 4.1 (A) above, shall be placed on any Lot closer than 30 feet to either, without written approval of the DRC.

4.2 Completion of Construction: After commencement of construction of any structure, the Owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

4.3 Excavation: No excavation shall be made except in connection with construction of an improvement, and upon completion thereof-exposed openings shall be backfilled and disturbed ground shall be graded and leveled in accordance with approved plans.

4.4 Landscaping.

(A) Every site on which a building shall have been placed shall be landscaped according to plans approved as specified herein and maintained thereafter in a sightly and well-kept condition.

(B) A 50-foot landscaped green belt area will established on the south side of each lot, which will be lawn and other landscaped features as shall be approved by the Declarant.

(C) Landscaping, as approved by Declarant, shall be installed within one hundred and eighty (180) days of occupancy or completion of the building, whichever occurs first.

(D) All areas within improved Lots proposed for future expansion shall be maintained in a weed-free condition.

4.5 Signs.

(A) No sign shall be permitted, other than the following:

(1) Those identifying the name, business and products of the person or firm occupying the premises; and

(2) Those offering the premises for sale or lease when specifically approved by Declarant in writing.

(B) Signs shall conform to setback lines unless specific approval to the contrary is granted by Declarant in writing.

(C) Signs and identification on building sites shall only be of such size, design and color as is specifically approved by Declarant in writing.

(D) No sign shall be placed on any building surface or in any window.

4.6 Parking Areas.

(A) General. Adequate parking on-site, or shared parking, shall be provided to accommodate all parking needs for employees, visitors and company vehicles. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this Section. All parking shall be in conformance with applicable City of Sisters ordinances.

(B) Parking shall be permitted only in developed parking areas as approved by Declarant.

(C) The parking requirements may be modified by Declarant as to any particular site, provided such modification is in writing.

4.7 Storage and Loading Areas.

(A) No materials, supplies or equipment shall be stored in any areas on a site except inside a closed building, or behind a visual barrier, as approved by Declarant, screening such areas so that they effectively reduce visibility from the neighboring property or streets. Screening may be accomplished by dense planting.

(B) Loading docks shall be set back and screened to minimize the effect from the street. Docks shall not be closer than fifty feet (50') to the street property line, unless specifically approved by Declarant in writing.

(C) Refuse collection areas shall be visually screened so as to reduce visibility from streets and neighboring properties.

Section 5. Regulation of Operations.

5.1 Permitted Operations and Uses.

(A) Unless otherwise specifically prohibited by Declarant herein, any industrial or commercial operation and use permitted in the applicable City of Sisters zoning district will be permitted, provided Declarant consents thereto in writing, if it is performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites, such as, but not limited,

to vibration, sound, electro-mechanical disturbance, radiation, air or water pollution, dust emission of odorous, toxic or non-toxic matter. All lighting is to be shielded and confined within property lines.

(B) An exception to applicable portions of Paragraph 5.1(A) shall be made during periods when a breakdown in equipment occurs in such a manner as to make it evident that the effect was not reasonably preventable.

(C) No massage parlor, massage therapy or similar business shall be allowed within the Fivepine Campus without the prior written consent of the Declarant.

(D) The Declarant has designed a portion of the Fivepine Campus for an outdoor performing arts amphitheater. Each owner within Fivepine Campus hereby consents to the use of any area designated as a "green belt" area for use as an outdoor performing arts amphitheater. The use of the outdoor performing arts amphitheater shall be as permitted by the Declarant or by the Fivepine Campus Owner's Committee, if formed pursuant to Section 7 of this Declaration. The use of the outdoor performing arts amphitheater shall be subject to such rules and regulations as shall be promulgated from time to time by the Declarant or by the FPCOC.

5.2 Right of Entry: During reasonable hours, and subject to reasonable security requirements, Declarant, or their authorized representative, shall have the right to enter upon and inspect any building, site or parcel and the improvements thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and neither Declarant nor their authorized representatives, shall deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 6. Covenant of Maintenance Assessment.

6.1 Creation of the Lien and Personal Obligations of Assessments: The Declarant hereby covenants for Fivepine Campus, each Owner of any Lot by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agrees to pay to Declarant or Fivepine Campus Owner's Committee as the case may be, regular annual, special, or other regular periodic assessments or charges, such assessment to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

6.2 Nature of Assessments: The assessments levied by the Declarant shall be used exclusively for the improvement and maintenance of the landscaping, snow removal, green belt, irrigation, lighting and signage within the road right-of-ways of Fivepine Campus. After consideration of current maintenance costs and future needs, the Declarant may fix a regular flat assessment upon monthly, quarterly, or annual basis. The regular periodic flat charges must be fixed at a uniform rate for all Lots not exempt and may be collected on a monthly, quarterly, or annual basis in the discretion of the Declarant. Such assessment is to be based on the total acreage of a Lot as compared to total acreage within all Lots and Blocks of Fivepine Campus, excluding dedicated streets. The landscaping and maintenance assessment for the calendar year 2004 shall not exceed \$300.00 per year, per Lot, or such fraction thereof per month for each Lot. Inflation and increases in material and labor costs in the future are expected to cause increases in this monthly assessment.

6.3 Assessment Dates: All Lots shall be subject to the annual, quarterly, or monthly assessments provided for herein, effective the first day of the month following the month an Owner takes possession of any Lot. The Declarant shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Declarant.

6.4 Remedies for Nonpayment of Assessments: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the lesser rate of 18% per annum or the high test rate allowed by law per annum. The Declarant shall file in the office of the County Clerk of Deschutes County, State of Oregon, within thirty (30) days after delinquency, a statement of the amount of any such charges assessment, together with interest, which have become delinquent, with respect to any Lot and said property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the Lot, with respect to which it is fixed from the date the note of delinquency thereof is filed in the office of the County Clerk, until the same has been paid or releases as herein provided. Such lien may be enforced by the Declarant in the manner provided by law with respect to liens upon real property, as provided in ORS Chapter 50. The Owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements including reasonable attorney's fees of the Declarant of processing and, if necessary enforcing such liens, all of which expense, costs and disbursements and attorney's fees shall be secured by said lien, including fees on appeal, and such Owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his Lot.

6.5 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of any first mortgages and trust deeds

now or hereafter placed upon said property or any part thereof. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or trust deed, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer, and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot from liability or any assessments thereafter becoming due or from the lien thereof.

Section 7. Fivepine Campus.

7.1 Declarant's Control: Declarant shall exclusively exercise all architectural, landscaping, signing, and lighting controls as well as those other duties prescribed under this Declaration, including but not limited to assessments, so long as Declarant holds an interest in Fivepine Campus or until Declarant elects to terminate its interest in Fivepine Campus as set forth in Paragraph 7.2 below (whichever occurs first). For purposes of this Declaration, Declarant shall be deemed to hold an interest in Fivepine Campus if either of the following conditions is met:

(A) Declarant holds title to any Lot in Fivepine Campus, or

(B) Declarant elects to exercise architectural, landscaping, signing and lighting controls over any Lot within the Fivepine Campus or elects to exercise any other duties under this Declaration, even though Declarant does not hold title to any Lot within Fivepine Campus.

7.2 Termination of Declarant's Interest: Paragraph 7.1 notwithstanding, Declarant's interest in the Fivepine Campus shall terminate at such time that a certificate of occupancy has been issued by the City of Sisters for the use and occupancy of a permanent building, structure or facility on each Lot within Fivepine Campus. In addition, Declarant reserves the right to terminate its interest in Fivepine Campus at any time. At such time that Declarant's interest in Fivepine Campus is terminated (whether voluntarily or involuntarily), Declarant shall cause to be recorded in the Official Records of Deschutes County, Oregon a declaration stating that Declarant no longer holds any interest nor desires to exercise any further controls over development in Fivepine Campus. Copies of such declaration shall be provided to each Owner of a Lot within the Fivepine Campus contemporaneously with recordation of the declaration. Recordation of such declaration shall formally terminate Declarant's interest in the Fivepine Campus and all rights of architectural, landscaping, signing and lighting controls, as well as any other duties of Declarant under this Declaration (except for those duties prescribed by Paragraph 7.4 below).

7.3 Formation of FPCOC: Upon formal termination of Declarant's interest in Fivepine Campus, Declarant shall form an Oregon non-profit organization called the Fivepine

Campus Owner's Committee (FPCOC). FPCOC shall be governed by a five-person board of directors. FPCOC shall succeed to all powers, responsibilities and right of Declarant under this Declaration, except those reserved by Declarant.

7.4 Organization of FPCOC.

(A) Within 30 days after the commencement date of FPCOC, the initial board of directors for FPCOC shall be elected. Persons eligible for the initial FPCOC board of directors shall be limited to directors, officers, employees, agents, Owners or partners of any corporation, partnership, joint venture or proprietorship owning any Lot within the Fivepine Campus. Declarant shall solicit from, and then circulate to all Lot Owners, a list of nominees for the initial board of directors' positions within the 30-day FPCOC organizational period. Declarant shall then conduct an election of the initial board of directors. The five nominees obtaining the five highest vote totals shall constitute the initial board of directors.

(B) The total number of votes entitled to be cast for each FPCOC director's position shall be based upon the total number of Lots of Fivepine Campus, excluding dedicated streets. Each Lot Owner shall have the right to cast one vote for each Lot owned. The initial board of directors of FPCOC shall meet within ten (10) days after their election and may at that time adopt any governing documents, including bylaws, guidelines, procedures, or rules and regulations, relating FPCOC and the Fivepine Campus.

7.5 Failure to Organize: In the event Declarant is unsuccessful in organizing the board of directors of FPCOC within the 30-day organizational period specified by Paragraph 6.3 above, Declarant shall have no further responsibilities relating to FPCOC and the FPCOC board of directors shall be organized exclusively by the Owners of Lots within Fivepine Campus. Such failure of organization of the FPCOC board of directors shall not affect the existence of Fivepine Campus or the effectiveness of the Declaration.

Section 8. Duration and Amendment of this Declaration.

8.1 Duration: The Covenants, Conditions and Restrictions of Fivepine Campus shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date this Declaration is recorded. However, unless within one (1) year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by Owners of not less than two-thirds (2/3) of the property then subject to this Declaration, based on the number of Lots subject to these Restrictions (excluding dedicated streets) this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one year prior to the expiration of such period the Covenants,

Conditions and Restrictions for Fivepine Campus are terminated as set forth above in this Section.

8.2 Amendment: This Declaration or any provisions thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with a written consent of the Owners of two-thirds (2/3) of the property subject to these Restrictions based on the number of Lots owned as compared to the total number of Lots subject to these Restrictions (excluding dedicated streets). Provided, however, that as long as Declarant owns at least twenty-five percent (25%) of the property subject to these Restrictions, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant. Provided, further, that the provisions of Sections 4 and 5 hereof shall inure to the benefit of and be enforceable solely by Declarant without the consent of any other Owner, person or entity and shall not give any third party and right or cause of action on account of the terms of this Declaration.

8.3 Recordation: Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 9. Enforcement.

9.1 This Declaration shall be specifically enforceable by Declarant or by any Owner of any Lot in the Fivepine Campus. Any breach of this Declaration, shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvements or condition.

9.2 In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjusted by the trial or appellate court.

9.3 Nonqualifying Improvements and Violation of General Protective Covenants: In the event any Owner constructs or permits to be constructed on such Owner's Lot and improvement contrary to the provisions of this Declaration, or causes or permits any improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on such Owner's Lot, then the Declarant may notify the Owner in writing of any such specific violations of this Declaration and may require the Owner to remedy or abate the same in order to bring the Owner's Lot, the improvements thereon, and the Owner's use thereof, into conformance with this Declaration. If the Owner is unable, unwilling or refuses to comply with the Declarant's specific directives for the remedy or abatement, or the Owner and Declarant cannot agree to mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within sixty (60) days of written notice to the Owner, then the Declarant shall have, in addition to any other rights or

remedies provided in this Declaration, at law or in equity, the right to do any or all of the following:

(A) Fines. Impose reasonable fines against such Owner in the manner and amount the Declarant deems appropriate in relation to the violation.

(B) Remove Cause of Violation. Enter onto the offending Lot, without being subject to any trespass, conversion or any other claim for damages, and remove the cause of such violation or alter, repair or change the item which is in violation of the Declaration in such a manner as to make it conform thereto, in which case the Declarant may assess such Owner for the entire cost of the work done.

(C) Suit or Action. Bring suit or action against the Owner on behalf of the Declarant and other Owners to enforce this Declaration.

(D) Interest, Expenses and Attorneys' Fees. Any amount not paid to the Declarant when due in accordance with this Declaration shall bear interest from the due date until paid at a rate three percentage points per annum above the prevailing Portland, Oregon prime rate at the time, or such other rate as may be established by the Declarant, but not to exceed the lawful rate of interest under the laws of the State of Oregon. A late charge may be charged for each delinquent assessment in an amount established from time to time by resolution of the Declarant, not to exceed thirty percent (30%) of such assessment. In the event the Declarant shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Declarant.

9.4 Attorney Fees: In the event the Declarant and/or Owners Committee shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder to foreclose a lien, the Owner-defendant shall pay to the Declarant and/or Owners Committee all costs and expenses incurred by it in connection with such suit or action including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

Section 10. Effect of Declaration.

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in Fivepine Campus and shall bind, benefit and burden each Lot in Fivepine Campus, including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant and all Owners of any Lot in Fivepine Campus, 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 Fivepine Campus. The use restrictions and regulations set forth in Section 4 and Section 5 of this Declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as Fivepine Campus and their successors in interest as set forth in this Declaration, including any person who holds such interest as security for the payment of an obligation including any mortgages or other security holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

DECLARANT:

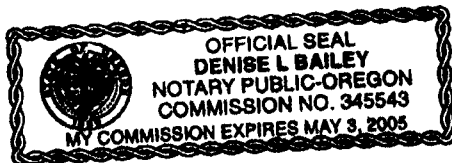
WILLITTS, LLC

By: *Will Willitts*

Its: *manager*

STATE OF OREGON, County of Deschutes: ss.

The foregoing instrument was acknowledged before me this 10th day of Sept, 2008 by William Willitts, who stated that he is the manager of Willitts, LLC and that he is authorized to execute the foregoing instrument on behalf of the company.



Denise L. Bailey
Notary Public for Oregon
My Commission Expires: 5/3/08

Exhibit A

LEGAL DESCRIPTION

A parcel of land situated in the Northeast Quarter of Section 9 Township 15 South, Range 10 East, Willamette Meridian, City of Sisters, Deschutes County, Oregon, and the West Half of Section 10, Township 15 South, Range 10 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a 3 1/4" brass cap found at the East Quarter Corner of said Section 9; thence, along the east-west centerline of said Section 9, N89°43'41"W, 652.30 feet to a 5/8" iron rod; thence, leaving said centerline, N00°04'24"W, 208.70 feet to a 5/8" iron rod; thence N89°43'41"W, 208.70 feet to a 5/8" iron rod; thence S00°04'24"E, 208.70 feet to a 5/8" iron rod on the east-west centerline of said Section 9; thence, along said centerline, N89°43'41"W, 128.94 feet to an iron spike; thence, leaving said centerline, N00°04'24"W, 972.80 feet to a 5/8" iron rod on the south right-of-way line of Highway 20; thence, along said right-of-way S64°57'35"E, 27.39 feet to a 5/8" iron rod; thence, on the arc of a 2427.89 foot radius curve to the right (chord bears S62°24'57"E, 215.52 feet), 215.59 feet to a 5/8" iron rod; thence S59°52'01"E, 895.66 feet to a point on the line between said Sections 9 and 10; thence, leaving said right-of-way and along said section line, S00°05'55"E, 416.48 feet to the point of beginning.

Together with that certain parcel of land described in Document Number 2001-50598, Deschutes County Official Records.

Containing 34.92 acres, more or less.