

83-11940

SUPPLEMENTAL DECLARATIONS, RESTRICTIONS
PROTECTIVE COVENANTS AND CONDITIONS

THIS DECLARATION made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarants":

WHEREAS, Declarants on August 26, 1974 did file of record in Book 211 at Page 157 certain Declarations, Restrictions, Protective Covenants and Conditions covering real property situated in Section 1, Township 17 South, Range 11 East, Willamette Meridian ("Original Declarations"); and

WHEREAS, said Original Declarations provided that Declarants could add additional property to the Reserved Area covered by said Original Declarations as long as such additional property was located in Sections 1 or 2 of Township 17 South, Range 11 East, Willamette Meridian; and

WHEREAS, Declarants have filed a Plat, No. 642, High Mowing Farms, a subdivision located in Sections 1 and 2, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon and desire to add the real property encompassed by said Plat to the Reserved Area of said Original Declarations and to impose certain additional requirements on a portion of said platted area.

NOW, THEREFORE, Declarants hereby declare that all of said property is and shall be held and conveyed upon and

Page 1. SUPPLEMENTAL DECLARATIONS

*Rel to:
Johnson, Marcella. Atty*

subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons having any right, title or interest in the Reserved Area or in any part thereof, their heirs, successors and assigns, and shall inure to each present and future owner thereof during the term hereof or any extension.

1. Declarants hereby incorporate by reference each and every provision of Paragraphs 1 through 13 of said Original Declarations; except that the term "Reserved Area" shall refer to the High Mowing Farms Subdivision.

2. In addition to the foregoing Covenants, Conditions and Reservations, the owners of lots 1, 2 and 3 of High Mowing Farms, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay one-third of the costs, if any, to maintain High Mowing Lane in the same condition as exists on the date hereof until such time as Deschutes County assumes such maintenance responsibilities. Such costs, together with such interest thereon and

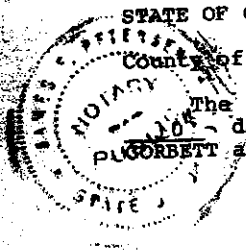
costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who is the owner of the such property at the time when the assessment fell due. If the assessment is not paid within thirty days of receipt of a bill therefor, then the assessment shall bear interest from the date of delinquency at the rate of 15% per annum and the owners who have paid their portion of the assessment may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with costs of the action. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or trust deed now or hereafter placed upon the property subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale

or transfer of such property pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

DATED this 20th day of July, 1983.

Alfred H. Corbett
ALFRED H. CORBETT

Nancy deC. Corbett
NANCY deC. CORBETT



STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 20th day of July, 1983, by ALFRED H. CORBETT and NANCY deC. CORBETT.

Notary Public
Notary Public for Oregon
My Commission Expires: 15, 1984

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

I, MARY SUE PENNINGTON, COUNTY CLERK AND
RECORDS & CORRECTIONS, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

1983 JUL 20 PM 2:42

COUNTY CLERK

BY: *Mary Sue Pennington* DEPUTY
NO. 83-11910 FEE 17.00

DESCHUTES COUNTY OFFICIAL RECORDS