

DESCHUTES COUNTY OFFICIAL RECORDS
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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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191

PLANNED COMMUNITY SUBDIVISION DECLARATION

(DECLARATION OF MAJESTIC RIDGE)

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(PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS)

13/13
KNOW ALL MEN BY THESE PRESENTS: GLENN M. KOTARA, hereinafter called the "Declarant", does hereby declare as follows:

WHEREAS, Declarant is the Seller of the real property in Deschutes County, Oregon, known as MAJESTIC RIDGE, as the same appears in the Official Plat recorded in Book ___ at Page ___, Official Records of Deschutes County, Oregon, and also as described on Exhibit "A", which is attached hereto and incorporated herein by reference.

WHEREAS, Declarant desires to declare of public record his intention to create certain protective covenants, conditions and restrictions (CC&Rs) in order to effectuate a general scheme of developing creating benefits and obligations for the owners of said property.

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property which shall run with the land and shall inure to the benefit of each owner thereof. These easements and CC&Rs shall be binding upon all parties having any right, title or interest in and to the described properties, or any parts thereof, their heirs, successors and assigns.

ARTICLE 1.

RESIDENTIAL COVENANTS

1. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes. No building shall be erected, altered or permitted to remain on any lot other than one single family site built dwelling not to exceed thirty (30) feet in height and a private garage for not less than two (2) cars. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, provided the location of such structures is in conformity with the applicable municipal regulation and is compatible in design and decoration with the residence constructed on such lot and has been approved by the Architectural Review Committee, as designated by Declarant.

2. DWELLING SIZE.

The minimum square footage of any home within this subdivision shall be 1,600 square feet. This minimum is exclusive of garages and open porches.

1 - Protective Covenants for Majestic Ridge (RSL:GMC.003)

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15 OREGON AVENUE, BEND

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3. EASEMENTS.

Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense, except for improvement for which a public authority or utility is responsible.

4. OFFENSIVE ACTIVITIES.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, grown or placed upon any lot which interferes with or jeopardizes the enjoyment of other lot owners within this subdivision.

No firearms, air pistols, archery equipment, sling shots, fireworks or any other weapons or projectiles shall be used or discharged within Majestic Ridge, except in such areas as may be designated in writing by the Board of Directors.

5. ANIMALS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number (not to exceed three (3) dogs, cats or other household pets) may be kept, provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

6. SIGNS.

No signs shall be erected or maintained on any lot (excluding Majestic Ridge entry signs) except that not more than one "FOR SALE" or "FOR RENT" sign placed by the owners, Declarant, or a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by an owner or an appointee of Owner, provided the same shall not be a violation of the controlling governmental sign ordinances.

7. PARKING.

Parking of boats, trailers, motor homes, motorcycles, trucks, trucks and campers, and like equipment shall not be allowed on any part of the property, nor on public streets adjacent thereto, excepting only within the confines of an enclosed garage or behind a sight obscuring fence of approved design. Each dwelling must have off-street parking spaces for at least four vehicles. Garage bays may be counted for the purposes of meeting this requirement.

8. VEHICLES IN DISREPAIR.

No lot shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period of in excess of 48 hours. A vehicle

shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage it offends the occupants of the neighborhood.

9. RUBBISH AND TRASH.

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots.

10. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

11. UTILITIES.

No outdoor overhead wire or service drop for the distribution of electrical energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said overhead wire shall be erected, placed or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assigns, shall use underground wires to connect their premises and the structures built thereon to the underground electric TV cable or telephone utility facilities provided.

12. COMPLETION OF CONSTRUCTION.

The construction of any building on any lot, including private lot drainage, sidewalk, painting and all exterior finish, shall be completed within six (6) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Review Committee.

13. LANDSCAPE COMPLETION.

All front, rear and side yard landscaping and tree removal must be completed pursuant to a landscaping plan approved by the Architectural Review Committee. The front yard and side yard on corner lots landscaping must be installed upon substantial completion of the residence. All remaining landscaping must be completed within six (6) months of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after a written application is made to the Architectural Review Committee and the Committee's approval is obtained.

14. FENCES AND HEDGES.

The maximum height of a site-obscuring fence or hedge on any lot shall be six (6) feet. The location of any fences or hedges erected shall be along the rear lot line and/or along the side lot lines or along easement lines if applicable, but said fence or hedge may not be placed forward of the front setback line for the residence. All fences shall be of wood construction. No fence, hedge, or wall shall be erected without prior written approval of the Architectural Review Committee.

15. ANTENNAS AND SERVICE FACILITIES

No exterior antennas or satellite dishes of any kind shall be permitted, except "Digital Satellite Systems" are permitted. The dish may not exceed 25 inches in diameter. Clothes lines and other service equipment shall be screened so as not to be viewed from any street.

16. EXTERIOR MATERIALS.

Exterior materials must be approved for use by the Architectural Review Committee of the subdivision. Roofing materials must be cedar shingle, cedar shake, tile or composition shingle (G.A.F.). Timberline Ultra 25-year limited warranty or like quality. The exterior siding material shall be cedar, stone, bricks, stucco or composite lap siding. Dwellings shall be double wall construction. T-One Eleven plywood or other pressed wood sheet siding shall not be permitted. Windows and exterior doors shall be wood or approved vinyl. Garage doors can be either of wood or metal construction. In appropriate circumstances, the Architectural Review Committee can approve other materials, if necessary, to facilitate design, provided they are in keeping with the character of Majestic Ridge.

17. EXTERIOR FINISH.

The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with existing structures and landscaping within this subdivision. Exterior colors must be approved by the Architectural Review Committee in accordance with Article 2. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Mailbox and newspaper receptacles placed in front of any lot shall be included in a single structure of a design approved by the Architectural Review Committee prior to construction, unless otherwise dictated by the U.S. Postal Service.

18. WINDOW COVERINGS.

Window coverings, other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any street at any time after occupancy of dwelling.

19. VIEW.

The height of vegetation and trees on a lot shall not materially restrict the view of other homes and property owners. The Architectural Review Committee shall be the judge of the suitability of such heights. If the Architectural Review Committee determines there is such restriction to the view of the other owners, written notice shall be delivered to the offending owner. If after 30 days the vegetation or trees are not removed or reduced in height as directed by the ARC, the ARC shall enter the offending homesite, complete the removal or reduction, charging the owner of the homesite the reasonable costs for the work done. This section is not to be read as justification to create views not present when the homesite was originally purchased. Building height and sight limitations may be imposed by the ARC in order to preserve views and view corridors from neighboring homes, both existing and planned. The ARC shall be the sole judge of the building heights and sight limitations that may be imposed. This provision is not intended to imply that any property owner is entitled, as a matter of right, to a particular view corridor.

20. USE OF COMMON AREA.

No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the Common Area or upon any lot, except in accordance with the initial construction of the improvements located thereon or as approved by the Association's Architectural Review Committee, or their designated representatives. No antennas may be erected upon the Property, except the Association may erect a master antenna serving the members. Each owner shall be responsible for picking up pet waste that may be deposited onto common areas. Except for the right of ingress and egress, the owners of lots may use the property outside their respective lots only in accordance with reasonable regulations as may be adopted by the Association's Board of Directors, or as is expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all owners and is necessary for the protection of all owners.

ARTICLE 2.

MEMBERSHIP AND VOTING RIGHTS

1. MEMBERSHIP.

Every person or entity who is the record owner of a fee or undivided fee interest in any lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per lot owned. In the event the Owner of a lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote for each class of membership applicable to a

particular lot be cast for each lot.

2. VOTING.

Each owner shall have one (1) vote for each lot they may own, including the Declarant.

ARTICLE 3.
MAINTENANCE

1. ASSOCIATION'S RESPONSIBILITY.

The Association shall maintain and keep in good repair the Common Areas or Area of Common Responsibility, with such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Area of Common Responsibility.

2. OWNER'S RESPONSIBILITY.

Except as provided in Section 1 of this Article, all maintenance of the Lot and all part of the residence thereon shall be the responsibility of the Owner, and each Owner shall maintain and keep in good repair such property and improvements.

ARTICLE 4.
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1. COMMON AREA.

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements therein (including furnishings and equipment related thereto, if any), and shall keep it in good, clean, attractive, sanitary condition, order, and repair, pursuant to the terms and conditions of this Declaration and the By-laws.

ARTICLE 5
ASSESSMENTS

1. PURPOSE OF ASSESSMENT.

The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Units, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

2. **CREATION OF ASSESSMENTS.** Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association; (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Unit which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

3. **COMPUTATION OF ASSESSMENT.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a Majority of the Owners. Notwithstanding the foregoing, however, in the event the membership disapproved the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

4. **SPECIAL ASSESSMENTS.** In addition to the other assessments authorized herein, the Association may levy special assessments in any year. So long as the total amount of special assessments allocable to each Unit does not exceed Five Hundred Dollars (\$500) in any one fiscal year, the Board may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Unit to exceed this limitation shall be effective only if approved by a Majority of the Class A members. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

5. **LIEN FOR ASSESSMENTS.** All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records of Deschutes County, Oregon, and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or

not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

6. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Unit.

All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

7. SUBORDINATION OF THE LIEN TO FIRST DEEDS OF TRUST AND FIRST MORTGAGES.

The lien of the assessments, including interest, late charges, costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Lot obtains title, his or her successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all

the Lots, including such acquirer, his or her successors and assigns.

8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall commence as to all Lots then existing and subject to assessment under the Declaration on the first day of the month following the conveyance of the first Lot by the Declarant, and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. The date any Lot becomes subject to assessment hereunder shall be the date on which the later of the following occurs:

(a) The Lot becomes subject to the Declaration; or

(b) The appropriate official of Deschutes County, Oregon, issues a certificate of occupancy or its equivalent stating that the Unit is substantially complete and available for occupancy.

9. ASSESSMENTS BY DECLARANT.

(a) After the commencement of assessment payments as to any Lot, Declarant, if any, covenants and agrees to pay fifty percent (50%) of the annual assessment for each occupied Lot it owns; notwithstanding anything contained herein to the contrary, the Declarant shall not pay any assessment on vacant Lots.

(b) Notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money, (herein collectively called in-kind contribution). The amount by which monetary assessments shall be decreased as a result of any in-kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

ARTICLE 6.

ARCHITECTURAL REVIEW COMMITTEE ("ARC")

1. ARCHITECTURAL REVIEW.

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until construction plans and specifications and a plat showing the nature, shape,

heights, material, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Review Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony and external design with the existing structures as to location, topography and finished grade elevations to avoid plan repetition. In all cases, the Architectural Review Committee's consent is required.

2. MAJOR CONSTRUCTION.

In the case of initial or substantial additional construction of a dwelling the owner shall prepare and submit to the Architectural Review Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following:

- (A-1) A Plan indicating location of all improvements, including private drainage.
- (A-2) Drawings showing elevations, exterior materials and exterior color scheme of all improvements, including the mailbox/newspaper structure and fencing.
- (A-3) Drawings showing yard landscape design and location, including a description of plant materials.

The Architectural Review Committee shall render its decision with respect to the proposal after it has received all required materials.

3. MINOR CONSTRUCTION.

In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse, swimming pools, construction or any other work not referred to in Paragraph 2 above, the owner shall submit to the Architectural Review Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Architectural Review Committee shall render its decision with respect to the proposal after it has received all material required by it with respect thereto.

4. ARCHITECTURAL REVIEW COMMITTEE DECISION.

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant intends for the subdivision. The Committee will take into account considerations such as siting, shape, size, color, design, height and impairment of the view from other lots within this subdivision. Effects on the enjoyment of other lots or other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

5. MEMBERSHIP; APPOINTMENT AND REMOVAL.

The ARC, also referred to as the "Committee", shall consist of as many persons as the Declarant may from time to time appoint. The Declarant shall keep on file at its principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of such Committee shall cease one year after completion of construction of all dwellings on all building sites within this project and the sale of said dwellings to the initial owner/occupants.

6. LIABILITY.

Neither the ARC, nor any member thereof, shall be held liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

7. ACTION.

Except as otherwise provided herein, any one member of the ARC shall have power to act on behalf the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

8. NONWAIVER.

Consent by the ARC to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

9. EFFECTIVE PERIOD OF CONSENT.

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has commenced or the owner has applied for and received an extension of time from the Committee.

ARTICLE 7.
GENERAL PROVISIONS

1. TERM AND AMENDMENT.

These covenants and restrictions shall run with and bind all the property within this subdivision for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration, or parts hereof, can be terminated, revoked or amended only by duly recording an

instrument which contains the amendment or the order of revocation or termination and which is signed by the owners of 75% of the owners of the lots within Majestic Ridge. The Declarant has the sole and exclusive authority to terminate, revoke, or amend these covenants and restrictions until the last lot has been sold and built upon.

2. ENFORCEMENT.

In the event of any violation of the provisions of this Declaration, the Declarant or any other person or persons owning real property within the plat may, at their option, exercise the right to enforce these covenants by bringing action in a court of law. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the provisions of the Declaration shall be entitled to recover all costs, including reasonable attorney's fees incurred.

3. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order shall in no event affect any of the other provisions, which shall remain in full force and effect.

4. LIMITATION OF LIABILITY OF DECLARANT.

Neither Declarant nor any officer or director thereof shall be liable to any owner on account of action or failure to act by Declarant in performing his duties or rights hereunder; provided that Declarant has, in accordance with actual knowledge possessed by him, acted in good faith.

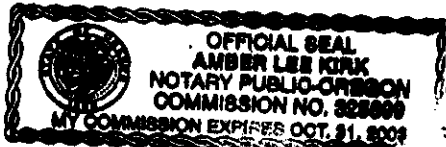
IN WITNESS WHEREOF, the parties hereto have set their hands this 4 day of February, 2002.

Glenn M Kotara
GLENN KOTARA

STATE OF OREGON, County of Deschutes) ss.

Personally appeared before me the above-named Glenn Kotara and acknowledged the foregoing instrument to be his voluntary act and deed. Before me this 4 day of Feb., 2002.

Amber Lee Kirk
Notary Public for Oregon
My Commission Expires: 10/31/03



325899

EXHIBIT "A"

Parcel Two (2) of Partition Plat 1991-39, a parcel of land located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Nineteen (19), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon.

AND ALSO, all that portion of the Northeast Quarter of the Southwest Quarter of Section Nineteen (19), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, lying East of the East Right of Way Line of Forked Horn Butte Road and Southerly of the following described line:

Beginning at the center of said Section 19; thence South a distance of 50.00 feet, to the Point of Beginning for said line; thence South 75°46' West, a distance of 200.00 feet to the terminus of said line.