

RECORDING COVER SHEET (Please print or type)

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DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2016-24995

\$88.00



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06/24/2016 10:57:17 AM

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\$40.00 \$11.00 \$21.00 \$10.00 \$6.00

AFTER RECORDING RETURN TO: ORS 205.234(1)(c)

Paul Holstege

PO Box 37

Sisters, OR 97759

1. TITLE(S) OF THE TRANSACTION(S)

ORS 205.234(1)(a)

Declaration of Covenants, Conditions and Restrictions

for Pine Street Commons Subdivision

2. DIRECT PARTY(IES) / GRANTOR(S)

ORS 205.234(1)(b)

~~Pine Street Commons Subdivision~~

H2 LandDev, LLC (Declarant)

3. INDIRECT PARTY(IES) / GRANTEE(S)

ORS 205.234(1)(b)

4. TRUE and ACTUAL CONSIDERATION

Amount in dollars or other value/property ORS 205.234(1)(d)

\$ _____ ☐ Other Value ☐ Other PropertyOther value/property is **Whole** ☐ or **Part** ☐ of the consideration**5. SEND TAX STATEMENTS TO:** ORS 205.234(1)(e)**6. SATISFACTION of ORDER or WARRANT**

Check one if applicable: ORS 205.234(1)(f)

☐ FULL ☐ PARTIAL**7. The amount of the monetary obligation imposed by the order or warrant:** ORS 205.234(1)(f)

\$ _____

8. If this instrument is being Re-Recorded, complete the following statement:

ORS 205.244(2)

Re-recorded at the request of _____

to correct _____

_____ previously recorded in

Book/Volume _____ and Page _____, or as Fee Number _____.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PINE STREET COMMONS SUBDIVISION**

This declaration is made this 23rd day of June, 2016 by H2 LanDev, LLC ("Declarant").

Recitals:

Declarant owns the lots in the Pine Street Commons Subdivision. Pine Street Commons has only one common area and that is the alley between Washington and Jefferson Streets. This alley shall be the object of maintenance for the homeowners association for the Pine Street Commons.

NOW THEREFORE in accordance with the terms of the foregoing, the Declarant hereby declares that the property covered in the plat of the Pine Street Commons Subdivision shall be as described on Exhibit A attached hereto shall be held, sold, conveyed subject to the following covenants, conditions and restrictions which shall run with the property and be binding for all parties having or acquiring any right, title or interest in such property or any part thereof and shall inerr to the benefit of each owner thereof.

**ARTICLE 1
DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the following meanings:

- 1.1. "Alley" means the area designated as such in the plat of the Initial Development or any plat filed in connection with the annexation of additional real property, or in any Supplemental Declaration.
- 1.2. "Assessment" means an assessment imposed in accordance with the provisions of Article 8 here.
- 1.3. "Association" means the nonprofit corporation to be formed to serve as the association of Owners (as hereinafter defined) hereof and its successor and assigns.
- 1.4. "Board" means the Board of Directors of the Association.

ARTICLE 2
PROPERTIES SUBJECT TO THIS DECLARATION

Declarant hereby declares that all the real property in Pine Street Commons subdivision as described on Exhibit A shall be subject to this Declaration.

ARTICLE 3
PROPERTY RIGHTS IN THE COMMON AREA

- 3.1 The Common Area shall be comprised of the alley between Washington and Jefferson Streets. Each owner shall have a right to utilize the alley for ingress and egress.
- 3.2 There is an easement for the Common Area (alley) on the plat.

ARTICLE 4
COVENANTS, CONDITIONS, RESTRICTIONS OF PINE MEADOW VILLAGE

The covenants, conditions, restrictions of the Pine Meadow Village recorded on May 12, 2006 as Document 2006-33102 in the Deschutes County Official Records and as amended shall continue to apply to the lots within the Pine Street Commons Subdivision.

ARTICLE 5
ASSOCIATION

Declarant shall organize an association of all the owners within the Pine Street Commons Subdivision. Successors, assigns shall be organized under the name Pine Street Commons Owners Association, Inc. or such similar name as the Declarant shall designate and shall have such property, power and obligations set forth in this declaration for the benefit of the Pine Street Commons Subdivision and all the owners shall be properly located therein.

ARTICLE 6
MEMBERSHIP

Each owner shall be a member of the Association. In the event there are multiple owners of any one lot, only one vote shall be cast by the owners of said lot.

ARTICLE 7
POWERS AND OBLIGATIONS

The Association exercise and perform the following powers, duties and obligations:

- 7.1 The power, duties and obligations granted to the Association by this Declaration.

7.2 Maintenance of the alley between Washington and Jefferson Streets.

**ARTICLE 8
ASSESSMENTS**

8.1 Annual Operating Budgets. The Association Board of Directors shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over assessment and any common profits of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary or desirable or as may be required by law. The method of adoption of the budget shall be as provided in the Bylaws

8.2 Payment of Assessments. On or before June 30th of each year, the Association shall provide notice to each Owner of the amount of the assessment for such lot. Assessments shall be due and payable on or before a date set forth in the notice which shall be not less than 30 days from the date the notice is mailed or at such other time or time set in accordance with this Declaration or the Bylaws as the Association may specify in the notice.

8.3 General Fund. The Association shall keep all monies that it may collect from assessments other than special assessments in a separate fund to be called the "general fund" and shall administer and account for the fund as provided in the Bylaws.

8.4 Annual Accounting. Within a reasonable period of time following the close of each calendar year, the Association shall render to each Owner an accounting which shall set forth the amount and nature of all income and all disbursements during such year together with a statement of the assets and liabilities of the Association at the close of such year. The Association shall maintain records of all income and disbursements, which records shall be open to inspection by any Owner at any reasonable time during normal business hours.

8.5 Creation of Lien; and Personal Obligation of Assessments. Declarant, for each Lot owned by it within Pine Street Commons does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established, and collected from time to time in the manner provided in the Declaration or the Bylaws. Such assessments and charges, together with any interest, expenses or attorney fees imposed pursuant to Section 9.6, shall be a charge on the land and a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges, and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 9 below.

ARTICLE 9 ENFORCEMENT

9.1 Default in Payment of Assessments; Enforcement of Lien. If an assessment, fine or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such assessment or charge shall become delinquent and shall bear interest from the due date until paid at the rate set forth below and, in addition, the Association may exercise any or all of the following remedies:

(a) Suspension of Rights; Acceleration. The Association may suspend such Owner's voting rights' and right to use the alley until such amount, plus other charges under this Declaration, are paid in full and may declare all remaining periodic installments of any annual assessment or any other amounts owed by such Owner to the Association immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from such Owner's Lot.

(b) Lien. The Association shall have a lien against each Lot for any assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot or Living Unit from the date on which the assessment, fine or charge is due. The provisions regarding the attachment, notice, recordation, and duration of liens established on real property under ORS 87.352 to 87.382 shall apply to the Association's lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under ORS Chapter 88. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot. If any assessment is payable in installments, the full amount of the assessment is a lien from the date the first installment of the assessment becomes due.

(c) Suit or Action. The Association may bring an action to recover a money judgment for unpaid assessments and charges under this Declaration without foreclosing or waiving the lien described in paragraph 9.1(b) above. Recovery on any such action, however, shall be operated to satisfy the lien or the portion thereof, for which recovery is made.

(d) Other Remedies. The Association shall have any other remedy available to it by law or in equity.

9.2 Notification of First Mortgagees. The Board of Directors may notify any first mortgagee of any Lot of any default in performance of this Declaration by the Lot Owner which is not cured within sixty (60) days.

9.3 Subordination of Lien to First Mortgages. The lien of the assessments or charges provided for in this Declaration shall be subordinate to the lien of any first mortgage on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the assessment lien, provided

however, that if a first mortgagee acquires a Lot by foreclosure or deed in lieu of foreclosure, such mortgagee and a subsequent purchaser (other than the Owner liable for payment of the assessment covered by the lien) shall not be liable for any of the common expenses chargeable to the Lot which became due before the mortgagee or purchaser acquired title to the Lot by foreclosure or deed in lieu of foreclosure. Such sale or transfer, however, shall not release the Lot from liability for any assessments or charges thereafter becoming due or from the lien of such assessments or charges.

9.4 Interest, Expenses, and Attorney Fees. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the rate of 12 percent per annum. A late charge may be charged for each delinquent assessment in an amount of established from time to time by resolution of the Board of the Association not to exceed 10 percent of such assessment. In the event the Association 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 Board of the Association. In the event the Association shall retain legal counsel to collect an assessment or shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with retaining legal counsel and 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 attorney fees at trial and upon any appeal or petition for review thereof or in any bankruptcy proceeding.

9.5 Nonexclusive and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of the Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration by appropriate legal proceedings.

ARTICLE 10 OWNERS RESPONSIBILITY

10.1 Each owner shall be responsible for maintenance of (and replacement, if necessary) of street trees in front of each Lot.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 This Declaration or any provision thereof as from time to time in effect with

respect to any and all or part of the Pine Street Commons Subdivision may be amended or repealed by vote or written consent of the owners holdings not less than 75% of the votes.

11.2 Duration. This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included in Pine Street Commons and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this document is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property in Pine Street Commons and the Owners thereof for successive additional periods of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever

11.3 Nonwaiver. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.4 Notice and other Documents. All notices and other communications under this Declaration shall be in writing and shall be deemed to have been given on the day of delivery when delivered by personal service and to have been given three business days after delivery to the United States mails certified or registered mail, return receipt requested, addressed to the party to which such notice is directed at its address determined as provided in this Section 11.

(a) Addresses. All notices and other communications under this Declaration shall be given to the parties hereto at the following addresses:

- (i) If to an Owner, then to the last address for such Owner shown in the Association records.
- (ii) If to Declarant or to the Association, then to Declarant or the Association at:

H2 LanDev, LLC
PO Box 37
Sisters, OR 97759
Attn: Paul Holstege, Member

(b) Change of Address. Any party hereto may change the address to which notices shall be directed by giving ten days written notice of such change delivered as provided here.

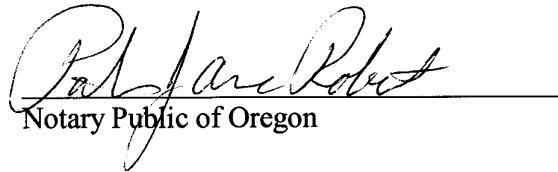
IN WITNESS WHEREOF, Declarant has executed this Declaration the date first above written.

H2 LanDev, LLC


Paul Holstege, Member

STATE OF OREGON)
 : ss.
County of Deschutes)

Personally appeared before me Paul Holstege, Member of H2 LanDev, LLC this 23rd
day of June, 2016, and acknowledged the foregoing instrument to be his voluntary act and deed.


Notary Public of Oregon

