

97-09855

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UPPER RIM

These Covenants, Conditions and Restrictions are made this 18 day of March, 1997, by THE RIVERHOUSE, a general partnership, hereinafter referred to as "Declarant", as owner of the real property in the City of Bend, Deschutes County, State of Oregon, 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 Upper Rim, hereinafter referred to as Upper Rim.

Upper Rim is being developed as a residential community. Except where this Declaration for Upper Rim conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all subject to this Declaration and their successors in interest as set forth herein. In the event any of the development standard or requirement of the applicable City of Bend ordinance shall apply.

Section 1. DEFINITIONS

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

1.2 Declarant: The term "Declarant" shall mean the River house Partners, a general partnership, or its successors in interest.

1.3 Block: The term "Block" shall mean those areas designated as blocks on subdivision or partition maps according to the records of Deschutes County.

1.4 Lot: The term "lot" shall mean each lot described on a subdivision plat or partition map to any alteration thereof as may be made by a valid lot line adjustment.

1.5 Declaration: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Upper Rim.

1.6 Homesite: "Homesite" shall mean a lot as defined herein.

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RECORDED BY FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON AS AN ACCOMMODATION ONLY. NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS DOCUMENT.

FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON P.O. BOX 323 BEND, OR 97709

Bryant Lovlien & Jarvis ATTORNEYS AT LAW

1.7 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 or lease.

1.8 "Improvements": The term "improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences, and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planed trees and shrubs, signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.9 Streets: The term "streets" shall mean any street, highway or other thoroughfare within or adjacent to Upper Rim and shown on any recorded subdivision of partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR UPPER RIM.

2.1 General Declaration Creating Upper Rim: 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 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 Upper Rim run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all owners and their successors in interest as set forth in this Declaration.

2.2 Additions 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 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 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.

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(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 1.8 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. All approvals shall be in conformance with the building site established on each lot by the Declarant.

3.2 Procedure. Any owner proposing to construct any improvements within Upper Rim (including any exterior alteration, addition, destructions, 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 Upper Rim shall submit the following items for review:

(A) A professionally prepared site plan showing the location, size, configuration and layout of any building, structure, or improvement (or, Where applicable, any alteration, addition, modification, or destruction thereto) including appurtenant facilities for parking, storage, fences, and vehicular and pedestrian traffic and circulation.

(B) Professionally prepared architectural plans and drawings showing the nature, style, and dimensions of any building, structure, fence, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof), including the exterior material types, colors and appearance. The scale of plans shall be one inch = 20 feet or larger.

(C) A landscape plan professional in appearance showing the nature, type, size, location and layout of all landscaping, vegetation ground cover, landscape and site lighting, walks, major existing vegetation and irrigation systems proposed to be planted or installed (or, where applicable, removed or destroyed).

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

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and drawings shall be accompanied with a check payable to Declarant in an amount to be determined by Declarant from time to time. 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, and the full amount of the architectural review fee, Declarant shall review the plans and shall inform the owner in writing whether the plans conform to the development concept for Upper Rim. 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 of the plans do not conform to the Upper Rim development concept, the owner shall resubmit 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, constructions plans or similar plans and drawings submitted to the City of Bend in Connections with the construction of any improvement in Upper Rim must bear the prior written approval of Declarant.

3.5 Architectural Guidelines. The development concept for Upper Rim shall be determined by Declarant in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guideline 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; provide, 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 improvement or any landscaping, vegetation, ground cover or other improvements within Upper Rim 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, with out 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 complete. Continued work without correction of any such non-conforming items shall be deemed a breach of the Declaration. The Declarant or officer, director, employee, agent or servant of Declarant shall not be responsible for any damages, loss, delay. Cost or legal expenses 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 its exclusive discretion. Any waiver shall be in general conformity with

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the development concept and development standards for Upper Rim. Any such waiver shall not be deemed a general waiver of any aspect of the development concept and development standards for Upper Rim. 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. PROPERTY RIGHTS.

4.1 AERIALS AND ANTENNAS. Any radio or television or other aerial, antenna, dish, tower, or other transmitting or receiving structure, or support thereof, must be approved in writing prior to installation by the Declarant.

4.2 EXTERIOR LIGHTING. No exterior lighting fixture shall be installed within or upon any Lot without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to owners or occupants of adjacent properties. All modifications of exterior lighting must be approved in writing by the Declarant.

4.3 USE OF LOTS. Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes only as a residence for a single family related by blood, adoption, or marriage; no trade or business of any kind may be conducted. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration.

4.4 SIGNS. All advertising signs and billboards shall be erected, placed, or permitted only as allowed by the standards adopted by the Declarant.

4.5 DECLARANT'S RESERVED EASEMENT. Notwithstanding any provisions contained in the Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to Upper Rim for the benefit of Declarant, its successors, and assigns over, under, in, and/or on Upper Rim, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use, and enjoyment, and/or otherwise dealing with Upper Rim and any other property now owned or which may in the future be owned by Declarant (such other property is hereinafter referred to as Additional Property). The reserved easement shall constitute a burden on the title to Upper Rim and specifically includes, but is not limited to:

(A) The right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on or in Upper Rim; and the right to tie into any portion of Upper Rim with driveways, parking areas, and walkways; and the right to tie in to and/or otherwise connect and

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use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under and/or over Upper Rim; and

(B) The right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, sales offices, construction offices and business offices as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction and sale by Declarant of residences in Upper Rim or in any portion of the Additional Property.

(C) No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, Upper Rim, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

This Section may not be amended without the written consent of Declarant.

4.6 STORAGE AND PARKING OF VEHICLES. There shall be no outside storage or parking upon any Lot of any automobile, commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation device of any kind, except for Owners within the parking spaces in the Owner's garage and for visitors temporarily parking in spaces. No owners or tenants shall repair or restore any vehicle of any kind upon any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have been reasonably parked in the garage as originally constructed.

4.7 PETS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Properties, except that no more than a total of four (4) dogs, cats, or other normal household pets may be kept in residences, provided that such pets are not kept, bred, or maintained for any commercial purpose. More than four (4) birds may be kept in residences so long as they are kept exclusively indoors and are not bred for commercial purposes.

4.8 TRANSIENT RENTAL USE. No Owner or Owners of any Lot within Upper Rim shall be permitted to rent their Lot to any person or persons for transient occupancy which shall be for a period of 30 days or less. A rental shall be defined as the use or possession or the right to use or possess for lodging or sleeping purposes any unit in Upper Rim and rent shall mean the consideration charged whether or not received by the Owner for the occupancy of the unit any money, goods, labor, credits, property or other consideration valued in money without any deduction. Transient use shall not include a rental of any unit for a period of in excess of 30

consecutive calendar days. Owner and transient occupants shall be responsible for compliance with all provisions of the Declarations, Restrictions, Protective Covenants and Conditions of this document, and any and all rules and regulations promulgated by the Association to protect the natural environment, quiet enjoyment and quality of life of Upper Rim.

SECTION 5. TERMINATION OF DECLARANT'S ROLE

5.1 Declarant's Control. At such time as the Declarant shall no longer desire to exercise the architectural, landscaping, signing and lighting controls over any lots within Upper Rim, Declarant shall cause to be recorded in the official records of Deschutes County, Oregon a declaration stating that Declarant no longer desires to exercise any further controls over development in Upper Rim. Recordation of such a declaration shall formally terminate Declarant's interest and all rights of architectural landscaping, signing and lighting controls, as well as any other duties of Declarant under this declaration.

5.2 Formation of URARC.

(A) Upon formal termination of Declarant's control, Declarant shall form an Oregon non-profit organization called the Upper Rim Architectural Review Committee (URARC). The URARC shall be governed by a three (3) person board of directors. URARC shall succeed to all powers, responsibilities, and rights of Declarant under this declaration with respect to the exercise of architectural, landscaping, signing and lighting controls.

(B) Within thirty days after the commencement date of URARC, the initial board of directors shall be elected. Persons eligible for the initial URARC shall be limited to owners of any lot within Upper Rim. Declarant shall solicit from and circulate to all lot owners a list of nominees for the initial board of directors positions within the thirty day URARC organizational period. Declarant shall then conduct an election of the of the initial board of directors. The five highest vote totals shall constitute the initial board of directors.

(C) The total number of votes entitled to be cast for each director's position shall be based upon the total number of lots within Upper Rim. Each lot owner shall have the right to cast one vote for each lot owned. The initial board of directors shall meet within ten days after their election and may at that time adopt any governing documents including by-laws, guidelines, procedures, rules and regulations, relating to the architectural, landscaping, signing and lighting controls within Upper Rim.

5.3 Failure to Organize. In the event Declarant is unsuccessful in organizing the board of directors of URARC within the thirty day organizational period specified above, Declarant shall have no further responsibilities relating to URARC and the URARC board of directors shall be organized exclusively by the owners of lots within Upper Rim. Such failure of organization of the URARC board of directors shall not affect the existence of URARC or the effectiveness of this Declaration.

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Section 6. ROAD MAINTENANCE AGREEMENT

6.1. ROADWAY. The roadway consists of an asphalt paved road commencing on Mt. Washington Drive and known as Upper Rim Drive, Bend, Oregon. The roadway is not a public road, and will consist of any other additions or improvements as may be approved by a majority of the owners of the above-described real property.

6.2. REPAIRS AND MAINTENANCE.

(A) Each of the owners of the following-described real property agree to share prorate the costs of the maintenance and repair of the above described roadway to standards existing at the time of signature of this Agreement or such other standard as shall be agreed to by a majority of the owners. The owner of each legal lot of record listed below shall be responsible for their share of the costs of maintenance and repair:

Lot _____	_____
Lot _____	_____
Lot _____	_____
Lot _____	_____
Lot _____	_____
Lot _____	_____

(B) In order to facilitate payment of each prorate share of the maintenance and repair costs, the Manager shall prepare a budget each year for the anticipated expenses of maintenance and repair. The budgeted amount shall be divided according to the square footage of each lot subject to the Road Maintenance Agreement. The payment shall then be due and payable monthly.

(C) The road shall be maintained in its current condition, i.e., an asphalt paved road, and shall include reasonable costs for snow removal. Notwithstanding paragraph 6 below, it shall require unanimous consent of the owners to increase the level of development for the road.

6.3. MANAGER.

(A) A majority of the owners shall appoint a manager whose responsibility will be to maintain and repair the road and to collect the assessments for the maintenance and repair of the road from the owners. Each party to this agreement agrees to indemnify and hold said manager harmless from his activities as manager, so long as they have been performed in good faith. The total number of votes entitled to be cast for the manager's position shall be based upon the total number of lots which are subject to this agreement. Each lot owner shall have the right to cast one vote for each lot owned.

(B) The manager shall have the right to impose an assessment against each owner in an amount necessary to provide for the repair and maintenance of the road. This fund shall include the costs of annual maintenance and repair, costs of snow removal and the imposition of a reserve

fund for the long-term repair and replacement of the roadway. These assessments shall be paid on a monthly basis, payable on the first day of the month with respect to which they are imposed. The manager shall keep all monies which are collected from assessments in a separate fund to be called the "maintenance fund" and shall use the monies in the maintenance fund only for the purposes specified herein.

6.4 DEFAULT AND PAYMENT OF MAINTENANCE ASSESSMENTS. Each maintenance assessment shall be a separate, distinct and personal debt and obligation of the owner against whom the maintenance assessment is levied or imposed or from whom the amount is due. If the owner fails to pay any assessment or charge thereof when due, the owner shall be in default and the assessment or charge not paid, together with interest thereon at the rate of 12 percent and costs and attorney's fees as provided for herein, shall become a lien upon the property owned by the person from whom the assessment is due upon the filing by the manager in the official records of Deschutes County, Oregon, a notice of lien setting forth the amount due and the description of the property against which the lien is imposed. Such lien shall not take effect until notice thereof has been so filed. Such lien shall be subordinate to any lien of any mortgage upon any owner which is accepted in good faith and for value and which was recorded prior to the filing of the notice of lien. The manager may commence proceedings to foreclose any such lien in the same manner as real property mortgages at any time within three years following the date of such filing.

6.5 EXPENSES AND ATTORNEY'S FEES. In the event that the manager shall bring any suit or action to enforce any provision contained in this agreement to collect any money due hereunder or to foreclose a lien, the defendant in such suit or action shall pay to the manager all costs and expenses which the manager shall incur in connection with such suit or action, including a foreclosure title report, and such amount as the court may determine to be reasonable as attorney's fees therein, including attorney's fees in connection with any appeal from a decision of the trial court or an intermediate appellate court.

6.6 NON-EXCLUSIVENESS AND ACCUMULATION OF REMEDIES. Election by the manager to pursue any remedy provided for the violation of any provision of this Agreement shall not prevent concurrent or subsequent exercise of another remedy permitted thereunder or which is permitted by law. The remedies provided in this agreement are not intended to be exclusive but shall be in addition to all other remedies, including actions for damages or suits for injunctions or for specific performance available under applicable law.

6.7 AMENDMENT AND REPEAL. Any provision of this Road Maintenance Agreement may at any time be amended or repealed, or provisions may be added by the following method:

(A) Property owners owning two-thirds of the lots must consent in writing to the amendment or repeal of a provision or to the addition of a new provision.

Any amendment or repeal of a provision of this agreement or any additional provision shall become effective only upon the filing in the official records of Deschutes County, Oregon, of a

certificate of the manager setting forth in full the amendment, amendments, additional provision or repeal approved as provided in this section and certifying that said amendment, amendments, additional provision or repeal have been approved in the manner required therefor herein.

Section 7. DURATION AND AMENDMENT OF THIS DECLARATION

7.1 Duration. The Covenants, Conditions and Restrictions of Upper Rim shall continue to remain in full force and effective at all times within 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 years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing termination of this Declaration signed by owners of not less than two-thirds of the lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for Upper Rim are terminated as set forth above in this section.

7.2 Amendment. This Declaration or any provision 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 to the owners of fifty-one percent (51%) of the lots subject to these Restrictions, and the Declarant, provided, that the provisions of Article 4 thereof shall be capable of being amended by Declarant without the consent of any other owner, person or entity and shall not give any third party any right or cause of action on account of the terms of this Declaration, and further provided that no amendment which enlarges or diminishes the powers and responsibilities of the Declarant shall be effective without the written consent of the Declarant.

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

Section 8. ENFORCEMENT

8.1 This Declaration shall be specifically enforceable by Declarant or by any owner of any lot in Upper Rim. 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 improvement or condition.

8.2 In the event that legal suit or legal action is instituted for the enforcement of the 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 adjudged by the trial or appellate court.

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Section 9. EFFECT OF DECLARATION

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in Upper Rim and shall bind, benefit and burden each lot in Upper Rim, 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 Upper Rim, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitee's or any other party claiming or deriving any right, title, or interest or use in or to any real property in Upper Rim. The use restriction 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 Upper Rim and their successors in interest as set forth in the Declaration, including any person who holds such interest as security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.

DATED this 18 day of March, 1997

DECLARANT:

THE RIVERHOUSE

By: [Signature]
General Partner

By: [Signature]
General Partner

By: [Signature]
General Partner

STATE OF OREGON, County of Deschutes) ss.

Personally appeared [Signature] and stated that he is a General Partner of The Riverhouse Partnership and that he is authorized to execute the foregoing instrument on behalf of the Partnership. Before me this 18 day of March, 1997.



[Signature]
Notary Public for Oregon
My Comm. Expires: 2-9-2001

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STATE OF OREGON, County of Deschutes) ss.

Personally appeared before me and stated that she is a General Partner of The Riverhouse Partnership and that she is authorized to execute the foregoing instrument on behalf of the Partnership. Before me this 18 day of March, 1997.



Sarah L. Reynolds
Notary Public for Oregon
My Comm. Expires: 2-9-2001

STATE OF OREGON, County of Deschutes) ss.

Personally appeared before me and stated that he is a General Partner of The Riverhouse Partnership and that he is authorized to execute the foregoing instrument on behalf of the Partnership. Before me this 18 day of March, 1997.



Sarah L. Reynolds
Notary Public for Oregon
My Comm. Expires: 2-9-2001

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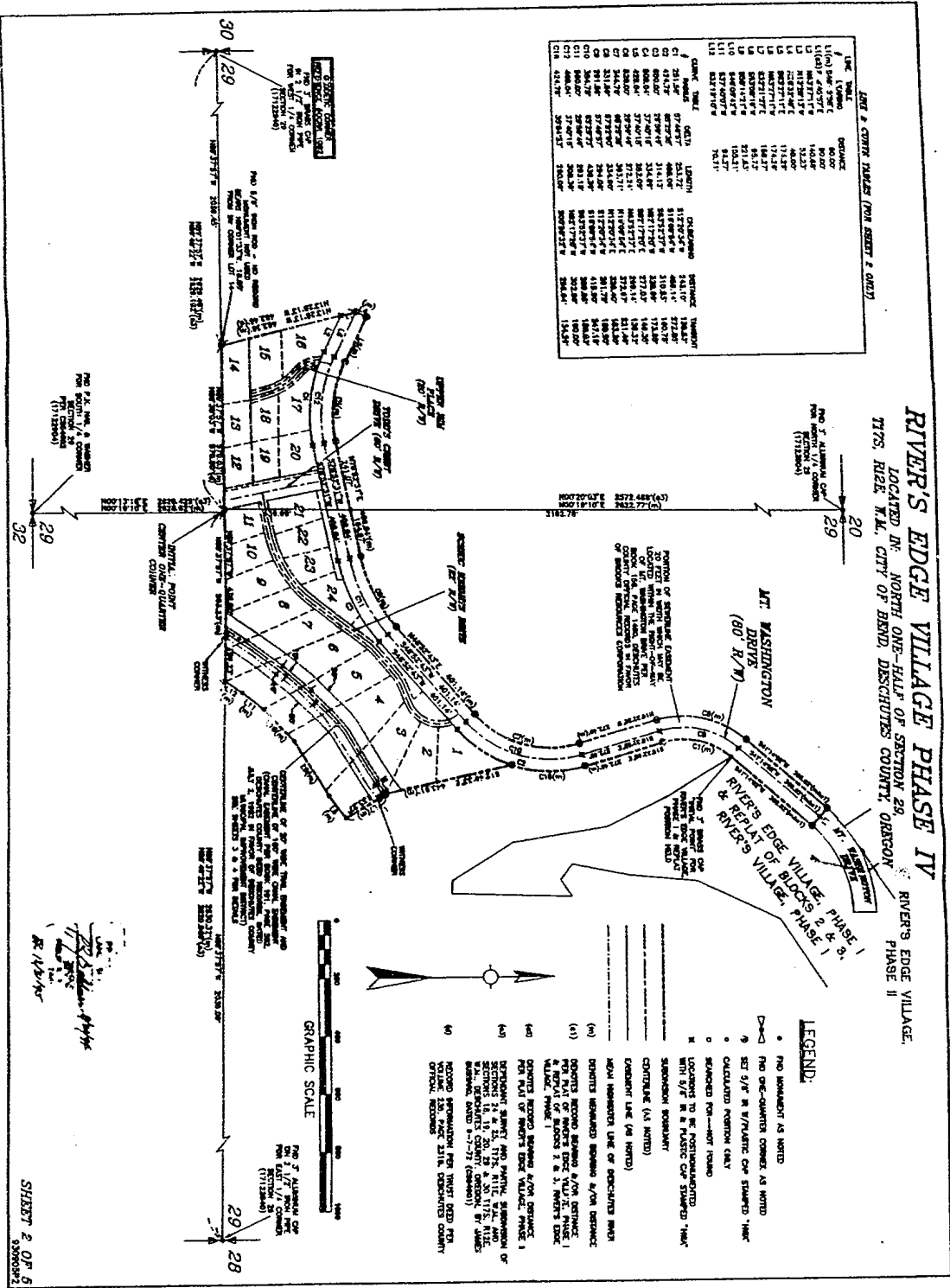
Bryant Lovlien  Jarvis

Exhibit "A" Upper Plan - The property described in this document as lots 12, 13, 14, 15, 16, 17, 18, 19 & 20

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STATE OF OREGON)
 COUNTY OF DESCHUTES) SS.
 I, MARY SUE PENHOLLOW, COUNTY CLERK AND
 RECORDER OF CONVEYANCES, IN AND FOR SAID
 COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT WAS RECORDED THIS DAY:
 9/16/2025 11:11:23 AM
 DEPUTY
 59860-26
 DESCHUTES COUNTY OFFICIAL RECORDS
 ON