

DECLARATIONS, COVENANTS AND CONDITIONS

for

TALL PINES
DESCHUTES COUNTY, OREGON

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

WHEREAS, Declarant is the owner of certain real property in the county of Deschutes, state of Oregon, hereinafter referred to as "said property," more particularly described as follows:

The Southeast Quarter of Section Twenty-one (21), Township Twenty-one (21) South, Range ten (10) East of the Willamette Meridian, Deschutes County, Oregon

WHEREAS, Declarant desires to subject said property to certain covenants, conditions, liens, and charges for the benefit of said property, and its present and subsequent owners as hereinafter specified, and will convey said property subject thereto.

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held and conveyed upon and subject to the conditions, and covenants hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These covenants, and conditions shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, and covenants shall inure to the benefit of and be limitations upon all future owners of said property or any interest therein.

ARTICLE I

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

(1) "Association" shall mean THE TALL PINES ROAD ASSOCIATION, a nonprofit corporation organized under the laws of the state of Oregon, its successors and assigns.

(2) "Said property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded declarations in the manner hereinafter set forth.

together with such interest, costs, and reasonable attorney's fees, shall also 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.

Section 2. Purpose of Assessments. The annual or regular periodic assessments levied by the Association shall be used exclusively for the maintenance of the Roadways, costs of administration of a road maintenance program, and costs necessary to operate the Association in a continuous manner.

Section 3. Annual Assessments. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix a regular flat assessment upon a monthly, quarterly, or annual basis. Any annual assessment paid with 30 days of the date billed shall be entitled to a three percent discount.

Section 4. Uniform Rate of Assessment. Both regular periodic assessments and any special assessments must be fixed at a uniform rate for all Lots not exempt and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors.

Section 5. Quorum For Any Action Authorized Under Sections 3 and 4. At the meeting called, as provided in Section 4 hereof, the presence at the meeting of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the requirement of notice set forth in Sections 3 and 4, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

Section 6. Date of Commencement of Annual Assessments: Due Dates. All Lots not exempt shall be subject to the regular or periodic assessments provided for herein on July 1, 1977. The Board of Directors 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 Board of Directors.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. 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 rate of one percent (1%) per month. The Secretary of the said Association shall file in the

office of the Director of Records, County Clerk, or appropriate recorder or commissioner of Deschutes County, State of Oregon, within thirty (30) days after delinquency, a statement of the amount of any such charges or assessments, together with interest on aforesaid, which have become delinquent with respect to any lot on 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 levied from the date the note of delinquency thereof is filed in the office of said Director of Records or County Clerk, or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. 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 or of the Association, as the case may be, of procuring 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 nonuse of his dwelling unit, lot or building site.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior, and subordinate to the lien of all 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 for any assessments thereafter becoming due or from the lien thereof.

Section 9. At such time as any Roadway shall be accepted for maintenance purposes by any Governmental Agency, or Public District, the Lots fronting on said Roadway shall be exempt from assessment.

ARTICLE V
ANNEXATION

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Section 1. Additional lands not included in the original Declaration may be annexed to and made a part of TALM PINES, or may become incorporated into the Association if all of the following conditions are met:

- a) Declarants to the proposed annexation must record current Declarations, Covenants and Conditions which are approved by the Board of Directors.
- b) Declarants must sign and agree to abide by the Articles and By laws of the Association.
- c) Annexation must be approved by a majority of all members voting at a meeting of the members called for that purpose.

ARTICLE VI
GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any owner, or the owner of any recorded mortgage upon any part of Said Property, shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidity of any one of these covenants by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect. However, if all Roadway's become accepted for maintenance purposes by any governmental agency or public district, the declarations, covenants and conditions shall automatically become extinguished and have no further force or effect upon such acceptance.

Section 3. Amendment. The covenants of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants of this Declaration may be amended by an instrument signed by members entitled to cast not less than 51 percent (51%) of the votes of membership. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon, to be effective.

Section 4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declaration, or its successors or assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or re-entry for breach of violation of any one or more of the provisions hereof.

Section 5. Books and Records. The books and records of the Association, upon demand in writing, stating the purpose thereof, may be inspected by any member, or his attorney or agent, for any proper purpose, at any reasonable time.

Section 6. Benefit of Provisions; Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association, and the owner or owners of any portion of said property, and the'r heirs and assigns, and each of their legal representatives, and failure by Declarant or by the Association or by any of the property owners or their legal representatives, heirs, successors, or assigns, to enforce any of such conditions, restrictions, or charges herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, the owner of all Said Property has hereunto caused these presents to be executed this 2nd day of February, 1976.

By Glenn H. Anderson
Glenn H. Anderson

Helen R. Anderson
Helen R. Anderson

By WEST & NORTH PROPERTIES, OREG. LTD

By Gisler Management, Inc.
General Manager

By Patrick M. Gisler
Patrick M. Gisler, President

Daniel E. Van Vactor
Daniel E. Van Vactor, Secretary

ACKNOWLEDGMENTS

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State of Oregon)
County of Deschutes) ss

On this 2nd day of February, 1976 before me appeared

Glen H. Anderson and Helen R. Anderson

husband and wife, to me personally known, who being duly sworn, did state that they did execute the above dedication freely and voluntarily for the purposes therein set forth.

Subscribed and sworn to before me this 2nd day of February, 1976.

Shelley K. Holloway
Notary Public in and for the State of Oregon
My commission expires: 3/6/78

WEST & NORTH PROPERTIES, OREGON LTD.
BY GISLER MANAGEMENT, INC., GENERAL PARTNER

Patrick M. Gisler
Patrick M. Gisler - President

Daniel E. Van Vactor
Daniel E. Van Vactor - Secretary

On this 3rd day of February, 1976 before me personally appeared PATRICK M. GISLER and DANIEL E. VAN VACTOR who, being duly sworn, each for himself and not one for the other, did say that the former is President and the latter is Secretary of GISLER MANAGEMENT, INC., a corporation, duly organized and existing under the laws of the State of Oregon and that said dedication was executed in behalf of said Corporation by authority of its Board of Directors; and each of them acknowledges said act to be free and voluntary for the purposes therein set forth.

Subscribed and sworn to before me this 3rd day of February, 1976.

Judith M. Setzer
Notary Public in and for the State of Oregon
My commission expires: 6/7/76