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DECLARATION.

THIS DECLARATION, Made this 22 day of July, 1974, by HENLEY LAND COMPANY, INC., hereinafter called "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration, and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, parking areas and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces, parking areas and other common facilities; and to this end desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering the enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Oregon as a non-profit corporation, the COUNTRY GREEN ASSOCIATION, INC., for the purpose of exercising the functions aforesaid; Now, therefore,

The Developer declares that the real property described in Article II and such additions thereto as may

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hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

#### ARTICLE I

##### Definitions.

Section 1: The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the COUNTRY GREEN ASSOCIATION, INC.;
- (b) "The Properties" shall mean and refer to all existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof;
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded Subdivision Plat of The Properties and intended to be devoted to the common use and enjoyment of the Owners of The Properties;
- (d) "Lot" shall mean and refer to any plot of land shown upon the recorded Subdivision Plat of The Properties with the exception of Common Properties as heretofore defined, and with the further exception of those properties reserved by the Developer for future development;
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, or to the contract purchaser thereof, of The Properties, but, notwithstanding any applicable theory of the mortgage, shall not refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other proceeding in lieu of foreclosure.
- (f) "Member" shall mean and refer to all those



Owners who are members of the Association as provided in Article III, Section 1 hereof.

## ARTICLE II

Property Subject to this  
Declaration and Additions  
thereto.

Section 1: Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the NE $\frac{1}{4}$  of Section 13, Township 39 South, Range 9 East, W.M., Klamath County, Oregon, and is more particularly described as follows:

A tract of land situated in the NE $\frac{1}{4}$  of Section 13, T. 39 S., R. 9 E., W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the south right-of-way line of Keller Road, said point being S 88°27'48" E a distance of 993.70 feet from the north one quarter corner of said Section 13; thence S 89°22'32" E. along the south right-of-way line of said Keller Road 1096.11 feet; thence S 00°37'28" W. 59.58 feet to the beginning of a curve to the right (central angle = 44°00'59", radius = 130.00 feet); thence southwesterly along the arc of said curve 99.87 feet; thence S 44°38'27" W. 59.83 feet; thence S 45°21'33" E. 90.56 feet; thence South 157.81 feet; thence S. 80°31'20" W. 184.49 feet to a point on a curve to the left (central angle = 15°10'46", radius = 280.00 feet); thence southwesterly along the arc of said curve 74.18 feet; thence N. 45°21'33" W. 20.00 feet; thence S. 44°38'27" W. 276.89 feet to the beginning of a curve to the right (central angle = 21°57'17", radius = 230.00 feet); thence southwesterly along the arc of said curve 99.13 feet; thence S. 66°35'44" W. 77.54 feet; thence N. 23°24'16" W. 60.00 feet; thence N. 63°42'42" W. 19.53 feet to the beginning of a curve to the right (central angle = 24°11'35", radius = 249.23 feet); thence northwesterly along the arc of said curve 105.24 feet; thence N. 39°31'07" W. 254.42 feet to the beginning of a curve to the right (central angle = 10°11'56", radius = 1494.90 feet); thence northwesterly along the arc of said curve 266.10 feet; thence N. 29°19'11" W. 133.66 feet to the point of beginning, containing 10.68 acres, more or less.

and

A Tract of land situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 13, T. 39 S., R. 9 E., W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the South right-of-way line of Keller Road, said point being S. 88°27'48" E. a distance of 993.70 feet from the North one-quarter corner of said Section 13; thence N. 89°22'32" W. along the southerly right-of-way of said Keller Road 993.51 feet to the West line of the NE $\frac{1}{4}$  of said Section 13; thence S. 00°23'49" W. along said West line 262.01 feet; thence South 89°22'32" E. 1118.02 feet to a

point on the westerly right-of-way line of the existing Enterprise Irrigation Lateral; thence N. 54°48'25" E. 30.00 feet to a point on the Easterly right-of-way line of said irrigation lateral, said point being on a curve (radius point bears N. 54°48'25" E. 1494.90 feet); thence along the arc of said curve to the right (central angle = 05°52'24", radius = 1494.90 feet) 153.24 feet; thence N. 29°19'11" W. 133.66 feet to the point of beginning, containing 6.43 acres, more or less.

all of which real property shall hereinafter be referred to as "Existing Property".

Section 2: Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions in accordance with the General Plan of development. The Developer or its assigns shall have the right to bring within the scheme of this Declaration, additional properties in the future stages of the development, PROVIDED, That such additions are in accord with a General Plan of development prepared prior to the sale of any lot and made known to any purchaser (which may be done by brochure delivered to each purchaser) prior to said sale.

Such General Plan of development shall show the proposed additions to the Existing Property and contain:

- (1) A general indication of size and location of additional development stages and proposed land uses in each;
- (2) The approximate size and location of Common Properties proposed for each stage;
- (3) The general nature of the proposed Common Facilities and improvements;
- (4) A statement that the proposed additions if made will become subject to assessment for their



just share of Association expense; and

(5) A schedule for termination of the Developer's rights under the provisions of this subsection to being additional development stages within the scheme.

Unless otherwise stated therein, such General Plan shall not bind the Developer or its assigns to make the proposed additions or to adhere to the Plan in any subsequent development of the land shown thereon, and the General Plan shall contain a conspicuous statement to this effect.

The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional properties which shall extend the scheme of the covenants and restrictions of this Declaration to such properties.

Such Supplemental Declaration may contain such complementary additions and modification of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify, or add to the covenants established by this Declaration, within the Existing Property.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration, and to subject it to jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants and Restrictions as above described.

ARTICLE III  
Membership and Voting Rights  
in the Association.

Section 1: Membership. Every person or entity who

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is a record owner of a fee or a contract purchaser of any lot which is subject by covenant of record to assessment by the Association, shall be a member of the Association; PROVIDED, That any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2: Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Section 1, with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each lot in which it holds the interest required for membership by Section 1, until such lot is sold by it; PROVIDED, That Class B membership shall cease and become converted to Class A membership upon the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or

(b) On  
From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member, entitled to one vote for each lot in which it holds the interest required for membership under Section 1.



## ARTICLE IV

Property Rights in Common Properties.

Section 1: Members' Easements of Enjoyment. Subject to the provisions of Section 3 every member shall have a right in the easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2: Title to Common Properties. The developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon, and until such time as in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provisions herein, the Developer hereby covenants for itself and its assigns that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, not later than January, 1983.

Section 3: Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association in accordance with its Articles and By-Laws to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by members, and if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied. Whereupon, possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored.

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association as provided in its Articles and By-Laws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid and for any period not to exceed thirty days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of individual members to the exclusive use of parking space as provided in Section 4 hereof; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; PROVIDED, That no such dedication or transfer, determination as to the purpose or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of each Class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least 90 days in advance of any action taken.

Section 4: Parking Rights. The Association shall maintain upon the Common Properties at least one parking space for each living unit. Subject to reasonable rules and conditions, the Association shall designate at least one parking space in the fenced parking area for the parking of travel trailers, campers, boats and trailers, or any other trailer as desired by the members. The use of such space by any other member or person may be enjoined by the Association or the members entitled thereto. The right to exclusive use of such



parking space and its maintenance and designation by the Association shall be appurtenant to and shall pass with the title to the lot.

#### ARTICLE V

##### Covenant for Maintenance Assessments.

Section 1: Creation of a lien and personal obligation of assessments. The Developer, for each lot owned by it within The Properties, hereby covenants, and each Owner of any lot by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges;
  - (2) special assessments for capital improvements,
- such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due.

Section 2: Purposes of Assessments. The assessments levied by this Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of The Properties, and particularly for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The

Properties, including but not limited to the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3: Basis and Maximum of Annual Assessments. Until the year beginning January 1979, the annual assessments shall be \$60.00 per lot. From and after January 1, 1980, the annual assessments may be increased by a vote of the members as hereinafter provided for the next succeeding three years, and at the end of each such period of three years, for each succeeding period of three years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount.

Section 4: Special Assessment for Capital Improvements. In addition to the annual assessment authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; PROVIDED, That any such assessment shall have the assent of two-thirds of the vote of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting.

Section 5: Change in Basis and Maximum Annual Assessments. Subject to the limitations of Section 3 hereof, and for the purpose therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof.



prospectively, for any such period, PROVIDED, That any such change shall have the assent of two-thirds of the votes of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting.

Section 6: Quorum for any Action Authorized under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of members or proxies entitled to cast 60 per cent of all votes of each Class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to notice requirements set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting; PROVIDED, That no such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7: Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence on a date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for the commencement. The assessment for any year after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual installment which may be levied for the balance remaining in the first year of

assessment, shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to The Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

Section 8: Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty days in advance of such date or period, and shall at that time prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association, and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto;

The Association shall upon demand at any time furnish to any Owner liable for said assessment, a Certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such Certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9: Effect of Non-payment of Assessment. The personal obligation of the Owner, the Lien, Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with



such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 8 per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee, including attorney's fees upon any appeal, to be fixed by the Courts, together with the costs of the action.

Section 10: Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; PROVIDED, However, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11: Exempt Property. The following property subject to this Declaration shall be exempted from the assessment, charge and lien created herein;

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use;

(b) All Common Properties as defined in Article I, Section 1 hereof;

(c) All properties exempted from taxation by the Laws of the State of Oregon upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvement devoted to dwelling use shall be exempt from said assessments, charges or liens.

#### ARTICLE VI

##### Architectural Control Committee

Section 1. Review by Committee. No Mobile home, building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee of three (3) or more representatives appointed by the Board. In the event said Board, or its designated Committee, fail to approve or disapprove such design and location within thirty (30) days after said Plans and Specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article



will be deemed to have been fully complied with.

#### ARTICLE VII

##### General Conditions and Restrictions.

Section 1. Each and every lot of the above-described property shall be used for mobile home residential purposes only. Not more than one accessory building shall be placed or permitted to be placed on said lot. All mobile homes shall be modern and in good exterior repair and condition, all of which shall have the consent of the Board of Directors of the Association or the Architectural Control Committee, first obtained in writing.

Section 2. No structure of a temporary nature, trailer, tent, garage, barn, or other outside building shall be used on any parcel or lot at any time as a residence, either temporarily or permanently, nor shall any structure be removed or placed on any of said parcels without the consent of the Board of Directors of the Association or Architectural Control Committee being first obtained in writing.

Section 3. No unlicensed vehicle shall be parked or stored on any lot within the Subdivision, nor shall major repair of any vehicle be allowed. Boats, boat trailers, travel trailers and campers shall not be stored in the streets within the Subdivision plot, but rather shall be parked in a designated area at a nominal charge, such area to be under the control of this Association.

Section 4. All the owners must maintain their lots in a neat and clean manner, neatly landscaped in a manner approved by the Board of Directors of the Association or the Architectural Control Committee, and the Association reserves the right to furnish labor and materials for the maintenance of a lot at the cost of the Owner should the Owner fail to maintain said lot in

the manner required by the Association.

Section 5. No lot or any part thereof shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers and all incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 6. No noxious or offensive activity shall be carried on, on any of said lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No store, office or other place of business or profession of any kind shall be permitted upon any of the residential lots, and no business of any kind or character whatsoever shall be conducted in or from any residence on said residential lots.

Section 7. No signs of any kind shall be displayed to the public view on any lot, except one small, professional sign advertising the property for sale or for rent.

Section 8. No animals, livestock or poultry shall be kept, bred or maintained for any purpose on any lot. This restriction shall not be construed to prevent the keeping of domestic animals as house pets, such as dogs, cats and birds, but no kennels shall be allowed, nor shall dogs be allowed to run at large.

Section 9. No individual sewage disposal systems shall be permitted on any parcel, and all mobile homes shall connect to the sewer facilities available.

Section 10. Perpetual easements will be reserved for utility installation, maintenance and replacement under and upon the ground and at locations and widths as may be determined by the Developer. Such reservation shall include the right of ingress to and egress from any and all Lots and parcels in any



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manner necessary or convenient for the construction, maintenance and removal of utility equipment. Public utility equipment and installation may be constructed, maintained and placed on said easements without obtaining the consent of the Owners of said property, and without payment of damages or other compensation therefor.

Maintenance shall include the right to remove trees, limbs of trees, undergrowth, and other obstructions that threaten or otherwise endanger utility equipment.

The Owner or Owners of the Lot or parcel upon which said easements are located shall have the right to use, at their own risk, a portion of the easements within their properties for purposes not of a permanent nature, which do not interfere or threaten to interfere with the use of said easements for the purposes for which the same are intended and reserved.

Section 11. No trees shall be removed from any of said Lots without the consent of the Board of Directors of the Association or Architectural Control Committee being first obtained in writing.

Section 12. It is preferred that all mobile homes be placed on pads at near ground level. However, if mobile homes are placed on blocks, such mobile homes shall be neatly skirted with metal within ninety (90) days from the time such mobile home is placed upon said lot. All plans for placement upon the lot shall be approved by the Board of Directors of the Association or the Architectural Control Committee in writing.

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## ARTICLE VIII

General Provisions.

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. PROVIDED, However, that no such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last-known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.



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Section 4: Severability. The invalidation of any one of these covenants or restrictions by judgment, decree or court order, shall in no manner affect any other provision which shall remain in full force and effect.

Done by order of the Developer's board of Directors, with its corporate seal affixed, the day and year first hereinabove written.

HENLEY LAND COMPANY, INC.

By Eldon N. Alt  
President.

By Emily J. Bellm  
Secretary.

STATE OF OREGON, )  
( )  
County of Klamath. )

ss.

July 22, 1974,  
Personally appeared ELDON N. ALT and EMILY J. BELLM who, being duly sworn, each for himself and herself and not one for the other, did say that the former is the President and that the latter is the Secretary of HENLEY LAND COMPANY, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors, and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Quinn E. Oly  
Notary Public for Oregon.  
My Commission Expires:  
July 17, 1977

STATE OF OREGON,  
County of Klamath

Filed for record at request of

HENLEY LAND CO. INC.,

on this 30th day of JULY, A.D. 1974

at 12:07 o'clock P M, and 6th

recorded in Vol. 11 of D.F.D.S.

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Wm D. MILNE, County Clerk

By Wm D. Milne Deputy

Fee \$ 38.00

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