

# RECORDING COVER SHEET

ALL TRANSACTIONS, PER ORS 205.234

THIS COVER SHEET HAD BEEN PREPARED BY THE  
PERSON PRESENTING THE ATTACHED INSTRUMENT  
FOR RECORDING. ANY ERRORS IN THIS COVER  
SHEET DO NOT AFFECT THE TRANSACTIONS(S)  
CONTAINED IN THE INSTRUMENT ITSELF.

State of Oregon, County of Klamath

Recorded 09/09/04 3:45 p m

Vol M04 Pg 60404-4/2

Linda Smith, County Clerk

Fee \$ 61.00 # of Pgs 9

1541835

AFTER RECORDING RETURN TO:

Gary L. Ennis

P.O. Box 268

LaPine, OR 97739

1. NAMES OF THE TRANSACTION(S), described in the attached instrument and required by ORS 205.234(a).

## GRANTS OF EASEMENTS, EQUITABLE SERVITUDES, AND CHARTER OF THE ENNIS HOMEOWNERS ASSOCIATION

2. DIRECT PARTY, name(s) of the person(s) described in ORS 205.125(1)(b) or GRANTOR, as described in ORS 205.160.

GARY. L. ENNIS AND LINDA K. ENNIS  
RONALD M. MITCHELL AND KATHLEEN MITCHELL  
THOMAS R. STERLING AND NINA K. STERLING  
MARGARET LINDA PHILLIPS  
MERRIE L. SCHROTT  
GREGORY A. STITES

3. INDIRECT PARTY, name(s) of the person(s) described in ORS 205.125(1)(a) or GRANTEE, as described in ORS 205.160.

GARY. L. ENNIS AND LINDA K. ENNIS  
RONALD M. MITCHELL AND KATHLEEN MITCHELL  
THOMAS R. STERLING AND NINA K. STERLING  
MARGARET LINDA PHILLIPS  
MERRIE L. SCHROTT  
GREGORY A. STITES

4. TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

0 DOLLARS AND OTHER CONSIDERATION

## CHARTER OF THE ENNIS HOMEOWNERS ASSOCIATION

## I

## NAME

The name of this association shall be the Ennis Homeowners Association (referred to herein as the "ASSOCIATION").

## II

## PURPOSE AND MEMBERSHIP

The purpose of the ASSOCIATION is (1) to provide for the maintenance and upkeep of the access easements to those properties of specified members in SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ , Sec. 36, of T. 23 S., R. 10 E., WM in Klamath County, Oregon, to and from Oregon State Highway 31, which easements are comprised of (a) easements of individual property owners over and across the Baughman parcel (adjacent to Highway 31) and located in Govt. Lot 5, Sec. 31, T. 23 S., R. 11 E., WM (hereafter referred to as "highway easement"; (b) easement running to the ASSOCIATION from U.S. Forest Service and located in Govt. Lot 12, Sec. 31, T. 23 S., R. 11 E., WM for the use and benefit of members of the ASSOCIATION (hereafter referred to as "Forest Service easement"; and (c) easements along the boundaries of parcels belonging to members of the ASSOCIATION (hereafter referred to as "common easement", as shown in attached Exhibit "A", all of which are collectively referred to as the "road"; and, (2) to obtain and accept a right-of-way easement over public land of the US Forest Service (identified in (b) above as Forest Service easement, said easement specifically shown in attached Exhibit "B".

To fulfill this purpose, its membership shall consist of the undersigned legal owners, and their successors and assigns, of the properties benefited by the above referenced road, and whom all own property in the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 36, of T. 23 S., R. 10 E., of W.M. Where two or more individuals are in joint ownership of a parcel, they shall constitute a single member. The members of the ASSOCIATION shall be required to contribute to the expense of the maintenance, upkeep and the fees related to the above referenced road.

Membership in the ASSOCIATION may be terminated only after divestment by a member of all interest in the property served by the above referenced road, and by payment of any accrued assessments.

## III

## DESCRIPTION OF PARTICIPATING PROPERTIES

The road referred to in Section II is appurtenant to those properties described on Exhibit "A" (within the shaded outline), attached hereto and by this reference incorporated herein; said parcels are identified as Tax Lots 200, 500, 501, 700, 800 and 900 and whose owners have executed this agreement. In the event that properties are added, or existing properties are subdivided or otherwise partitioned, Exhibit "A" and this Charter shall be modified according to Section VIII.

## IV

## ASSESSMENT OF LIENS

Each member of the ASSOCIATION shall be personally liable to the ASSOCIATION for his or her share of fees and expenses. The ASSOCIATION shall have the authority and responsibility to collect the assessments in an equitable fashion, and to file a lien against the property of the delinquent member and to foreclose the lien in accordance with state law. These remedies shall be in addition to, and not in lieu of, any other remedy that might be available to the ASSOCIATION. Notwithstanding the delinquency of its members, the ASSOCIATION shall be obligated to perform the required maintenance and to pay all easement fees.

## V

## ROAD USE AND MAINTENANCE AGREEMENT FOR ROAD

Each member of the ASSOCIATION acknowledges and accepts the obligation for contributing to the repair and maintenance of the road. Easement Owner Obligations, as set out in Oregon Revised Statutes, ORS 105.170 to 105.185 (and as may be subsequently amended), imposes the obligation to maintain and repair an easement upon any whom have an interest in the easement; said provisions, except where inconsistent with this agreement, shall otherwise control.

A. All members of the ASSOCIATION shall contribute in equal proportions to the repair and maintenance of the "highway easement" and the "Forest Service easement;" members shall contribute to the repair and maintenance of the "common easement" proportionate to the use by each member. Any holder of an interest in the road, or any portion thereof, that is responsible for damage to the easement because of negligence or abnormal use, shall repair the damage at their sole expense.

B. That portion of the road described as the Forest Service Easement is owned by the United States. The U.S. Forest Service is charged with the administration of that portion of the road and does not have the authority to perform maintenance, including snow removal, for private land owners who live within or adjacent to a National Forest. The ASSOCIATION agrees to pay fees for easements, permits or authorizations issued by the U. S. Forest Service or its successor for road access to the property listed in Exhibit "B".

- C. Members of the ASSOCIATION, by a majority vote, may elect to establish a trust account for the purpose of maintaining the road; in such case, the members shall, from time to time, determine an annual assessment to be paid by each member. In lieu of establishing such trust fund for maintenance, the ASSOCIATION shall agree in advance what maintenance may be required and establish an assessment for members. In addition, an initial trust fund shall be established for the purpose of paying the fees or permits for the "Forest Service easement;" such funds shall be used solely for the payment of fees that may become due to the Forest Service. When the initial trust fund for Forest Service fees has become exhausted, all members shall contribute equally to the payment of sums that may become due to the Forest Service, or any successor.
- D. No member, or any other party at the direction of a member, shall block, or cause or permit another to block, any portion of the road or any driveway of any member, by any dirt, gravel, rock, or debris, or snow or ice, or by any vehicle, log or any other object(s), or by any ditch or other interference with the roadway and/or its' surface.
- E. The ASSOCIATION or any of its members, on behalf of the ASSOCIATION, shall have the right to collect unpaid fees and/or assessments approved by the ASSOCIATION. The expenses of maintaining the road shall constitute a charge on any member's property described in Exhibit "A", as well as upon such member and shall be a continuing lien until paid. Such lien or charge shall include all interest, cost of collection of the amount owed and/or in enforcing the lien. Such amounts shall also be the personal obligation of the member owning the subject parcel as of the date when the obligation first becomes due. Any member who shall have paid his or her share of the assessment or obligation may bring an action to foreclose the lien against the non-paying member's property or an action at law against the non-paying member personally.
- F. If any parcel described in Exhibit "A" is divided, or should the ASSOCIATION agree to add any other additional parcel(s), new members shall proportionally contribute to the funding necessary to fund the ASSOCIATION.
- G. Each member agrees to defend, indemnify, and hold harmless the other members from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of their own use, or use by their guests, agents or employees of the road. Each member assumes all risks arising out of his/her own use of or maintenance of the road and none of the other members shall have any liability as between themselves for any condition existing thereon. It is also understood that the ASSOCIATION is not responsible for public use of the road.

## VI

### ATTORNEY FEES

In the event suit or action, or appeal therefrom, is brought to enforce any right or remedy arising from the agreement or the maintenance agreement portion thereof, the losing party or parties shall pay the prevailing party or parties, reasonable attorney's fees as determined by the Courts.

## VII

## RECORDING

This Charter shall be executed by the members, acknowledged and recorded in the real property records of Klamath County, Oregon.

## VIII

## AMENDMENTS TO CHARTER

This Charter, except as expressly provided for herein, may not be amended or modified except by majority vote of the members. Any such amendment shall thereafter be recorded in the records of Klamath County, Oregon.

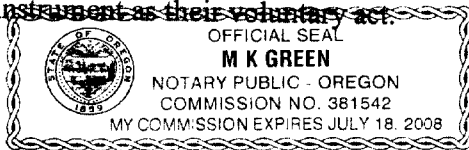
EXECUTED as of this 31 day of August, 2004

Gary L. Ennis  
GARY L. ENNIS

Linda K. Ennis  
LINDA K. ENNIS

STATE OF OREGON – County of Deschutes )ss

On August       , 2004, personally appeared before me ~~GARY L. ENNIS and LINDA K. ENNIS~~, who acknowledged that they had each executed the foregoing instrument as their voluntary act.



[Signature]  
NOTARY PUBLIC FOR OREGON  
My Commission Expires 7/18/08

Ronald M. Mitchell  
RONALD M. MITCHELL

Kathleen Mitchell  
KATHLEEN MITCHELL

STATE OF OREGON – County of        )ss

On August       , 2004, personally appeared before me RONALD M. MITCHELL and KATHLEEN MITCHELL, who acknowledged that they had each executed the foregoing instrument as their voluntary act.

[Signature]  
NOTARY PUBLIC FOR OREGON  
My Commission Expires       

STATE OF Oregon )  
County of Deschutes )ss.  
)

This instrument was acknowledged before me on this 31 day of August, 2004 by Gary L. Ennis.



[Signature]  
Rachelle Thomas  
Notary Public for Oregon  
My commission expires: March 12, 2006

VII

RECORDING

This Charter shall be executed by the members, acknowledged and recorded in the real property records of Klamath County, Oregon.

VIII

AMENDMENTS TO CHARTER

This Charter, except as expressly provided for herein, may not be amended or modified except by majority vote of the members. Any such amendment shall thereafter be recorded in the records of Klamath County, Oregon.

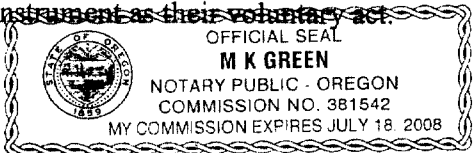
EXECUTED as of this \_\_\_\_\_ day of August, 2004

GARY L. ENNIS

Linda K. Ennis  
LINDA K. ENNIS

STATE OF OREGON – County of \_\_\_\_\_)ss

On August \_\_\_\_\_, 2004, personally appeared before me ~~GARY L. ENNIS and LINDA K. ENNIS~~, who acknowledged that they had each executed the foregoing instrument as their voluntary act.



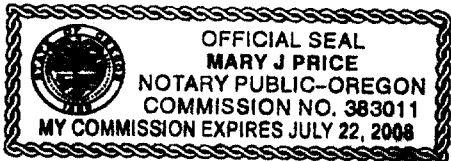
[Signature]  
NOTARY PUBLIC FOR OREGON  
My Commission Expires 7/18/08

Ronald M. Mitchell  
RONALD M. MITCHELL

Kathleen Mitchell  
KATHLEEN MITCHELL

STATE OF OREGON – County of Klamath)ss

On August 31, 2004, personally appeared before me RONALD M. MITCHELL and KATHLEEN MITCHELL, who acknowledged that they had each executed the foregoing instrument as their voluntary act.



Mary J Price  
NOTARY PUBLIC FOR OREGON  
My Commission Expires 7-22-08

THOMAS R. STERLING

NINA K. STERLING

STATE OF OREGON - County of \_\_\_\_\_)ss

On August \_\_\_\_\_, 2004, personally appeared before me THOMAS R. STERLING and NINA K. STERLING, who acknowledged that they had each executed the foregoing instrument as their voluntary act.

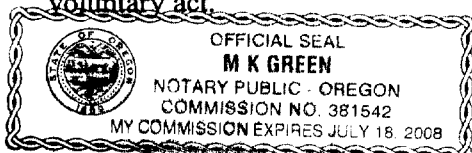
NOTARY PUBLIC FOR OREGON

My Commission Expires \_\_\_\_\_

*Margaret Linda Phillips*  
MARGARET LINDA PHILLIPS

STATE OF OREGON - County of Deschutes)ss

On August 26, 2004, personally appeared before me MARGARET LINDA PHILLIPS, who acknowledged that she had executed the foregoing instrument as her voluntary act.



NOTARY PUBLIC FOR OREGON

My Commission Expires 7/18/08

*Merrie L. Schrott*  
MERRIE L. SCHROTT

STATE OF OREGON - County of Deschutes)ss

On August 26, 2004, personally appeared before me MERRIE L. SCHROTT, who acknowledged that she had executed the foregoing instrument as her voluntary act.



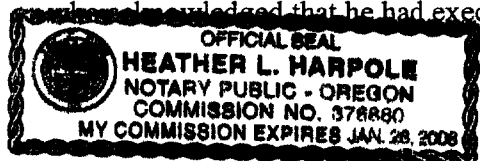
NOTARY PUBLIC FOR OREGON

My Commission Expires 7/18/08

*Gregory A. Stites*  
GREGORY A. STITES

STATE OF OREGON - County of Deschutes)ss

On August 27, 2004, personally appeared before me GREGORY A. STITES, who acknowledged that he had executed the foregoing instrument as his voluntary act.



NOTARY PUBLIC FOR OREGON

My Commission Expires Jan 28, 2008

SE 1/4 NE 1/4 Sec 36 T.23S. R.10E. W.M. Klamath County

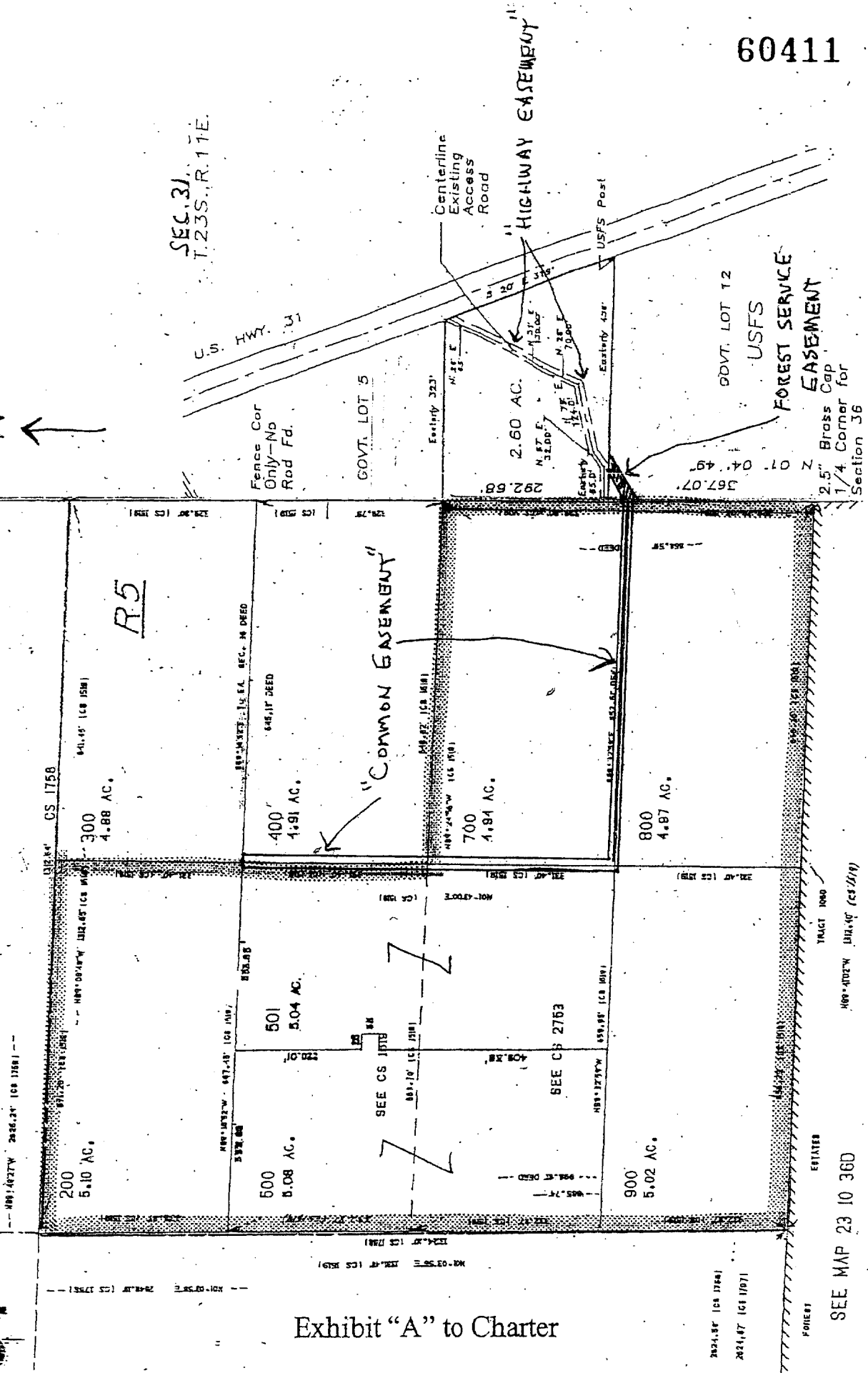


Exhibit "A" to Charter

SEE MAP 23 10 360

FOUNDER

ESTATED

TRACT 1000

2024.58' (CS 1764)  
2024.47' (CS 1767)



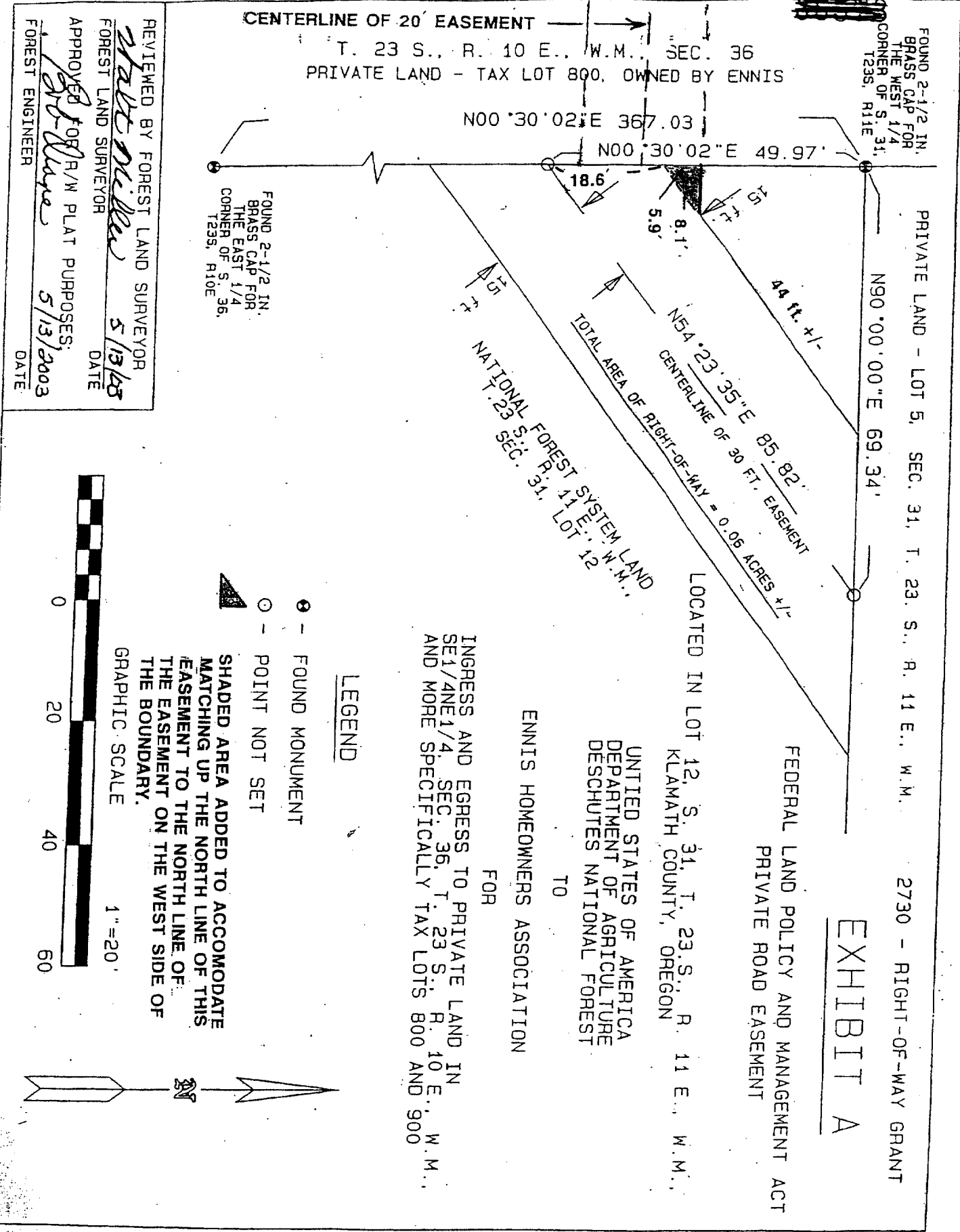


Exhibit "B" to Charter