

2008-003080

Klamath County, Oregon



00041536200800030800050055

COVER SHEET

ORS: 205.234

03/11/2008 11:30:44 AM

Fee: \$41.00

This cover sheet has been prepared by the persons presenting the attached instrument for recording. Any errors in this cover sheet DO NOT affect the transaction(s) contained in the instrument itself.

1st 2008-091

After recording, return to:

1st American Title

The date of the instrument attached is MARCH 7 2008

1) NAMES(S) OF THE INSTRUMENT(S) required by ORS 205.234(a)

NOTICE OF QUASI-MUNICIPAL AND PRIVATE ASSESSMENTS

2) PARTY(IES)/GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160:

Southview

3) PARTY(IES)/GRANTEE, required by ORS 205.125(1)(b) and ORS 205.160

4) TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030

\$

5) FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY CLERK'S LIEN RECORDS, ORS 205.121(1)(c)

6) RE-RECORDED to correct: Previously recorded as:

F41

# **SOUTHVIEW PLANNED UNIT DEVELOPMENT**

Klamath Falls, Oregon

## **NOTICE OF QUASI-MUNICIPAL AND PRIVATE ASSESSMENTS**

This document is intended to provide summary notice of certain quasi-municipal and private assessments applied to certain parcels of real property located within the Southview Planned Unit Development, City of Klamath Falls, Klamath County, Oregon.

Any person seeking more particular information concerning any one or more of the assessments listed herein is directed to review the enabling documentation under which the assessment is imposed or adopted.

Private or quasi-municipal assessments that are imposed on residential and commercial properties located within the Southview Planned Unit Development are as follows:

**1. *Southview Master Association Operating Expense Fee (HOA Monthly Dues):***

- a. Nature of assessment: Monthly fee.
- b. Amount: Subject to periodic adjustment.
- c. Due and payable: On or before the 25<sup>th</sup> day of each calendar month.
- d. Enabling document: Master Declaration of Covenants, Conditions and Restrictions.
- e. Failure to pay: Lien against property subject to foreclosure.

**2. *Southview Master Association Repair, Maintenance & Capital Improvement Assessment:***

- a. Nature of assessment: One time assessment.
- b. Amount: \$1,000.00 subject to annual CPI adjustment.
- c. Due and payable: In the case of a residence constructed for sale, transfer or other disposition, at the time of the first closing. In the case of a residence constructed by or for a person with the intent that the residence will be held by that person after Klamath County has issued an approval of its final inspection, payment shall be due on or before the day of the final inspection.
- d. Enabling document: Master Declaration of Covenants, Conditions and Restrictions.
- e. Failure to pay: Interest accrues at the rate of 18% per annum from the date payment is due until the date of payment. Assessment plus accrued interest become lien against property subject to foreclosure.

**3. Oregon Department of Transportation System Improvement Fee:**

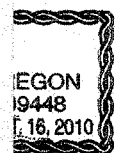
- a. Nature of assessment: One time assessment.
- b. Amount: Residential Property Development - \$2,400.00 subject to annual CPI adjustment. Commercial Property Development – Dependant upon use: consult actual agreement or ODOT representative.
- c. Due and payable: In the case of a residence or commercial structure constructed for sale, transfer or other disposition, at the time of the first closing. In the case of a residence or commercial structure constructed by or for a person with the intent that the residence or commercial structure will be held by that person after Klamath County has issued an approval of its final inspection, payment shall be due on or before the day of the final inspection.
- d. Enabling document: Southview – ODOT Agreement for Resolution of Transportation System Deficiencies.
- e. Failure to pay: Interest accrues at the rate of 18% per annum from the date payment is due until the date of payment. Assessment plus accrued interest become lien against property subject to foreclosure.

**4. Southview Water Services System Improvement Fee:**

- a. Nature of assessment: One time assessment.
- b. Amount: Residential Development - \$2,500.00 subject to periodic adjustment. Commercial Development - Contact Southview Water Services for current rates and fees.
- c. Due and payable: Upon the first sale, transfer or other disposition of each lot, residential or commercial, created from the application to and approval by the City of Klamath Falls of a land subdivision or partition process.
- d. Enabling document: Oregon Revised Statutes.
- e. Failure to pay: Interest accrues at the rate of 18% per annum from the date payment is due until the date of payment. Assessment plus accrued interest become lien against property subject to foreclosure.

The assessments listed herein are imposed in addition to and not in place of any other applicable public assessment or fee.

Questions concerning the assessments identified herein can be directed to Southview Water Services, LLC



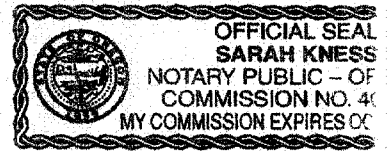
x Gregory P Bessent

STATE OF Oregon }  
COUNTY OF Klamath }

On March 7, 2008, before me, a notary public within and for said County, personally appeared Gregory P. Bessent, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as free act and deed.

Sarah Kness  
Notary Public

My commission expires: 10/16/2010



**Exhibit "A"**

Real property in the County of Klamath, State of Oregon, described as follows:

Township 38 South, Range 8 East of the Willamette Meridian

Section 36: The SE  $\frac{1}{4}$  NE  $\frac{1}{4}$ , and all of the SE  $\frac{1}{4}$ , also the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$

Township 38 South, Range 9 East of the Willamette Meridian

Section 31: The SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  and W  $\frac{1}{2}$  SW  $\frac{1}{4}$

Township 39 South, Range 9 East of the Willamette Meridian

Section 6: The N  $\frac{1}{2}$  N  $\frac{1}{2}$  and the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$

Township 39 South, Range 8 East of the Willamette Meridian

Section 1: A portion of the N  $\frac{1}{2}$  NE  $\frac{1}{4}$  of the Section described as follows: Beginning at the Northeast corner of the Section; thence West along the North boundary of the section to the North-South center line of said Section; thence south to the intersection of the North-South center line of the Section with the Northerly boundary of State Highway 140; thence following the Northerly boundary of Highway 140 Southeasterly to its intersection with the South boundary of the N  $\frac{1}{2}$  NE  $\frac{1}{4}$  of said Section 1; thence East on the South boundary of the N  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 1 to its intersection with the East boundary of Section 1; thence North to the point of beginning.

Section 1: Also the Easterly 40 feet of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  that lies Northerly of Highway 140

Section 1: Also a portion of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , more particularly described as follows: Beginning at a 5/8 inch iron pin on the North line of said SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  from which the Northeast 1/16 corner of said Section 1 bears S. 89 degrees 31'34" E. 40.00 feet; thence S. 00 degrees 08'01" E. parallel to the East line of said SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , 432.41 feet to a 5/8 inch iron pin on the Northeasterly right of way line of said State Highway 140; thence N. 56 degrees 11'22" West along said right of way line, 146.70 " E., generally along said existing fence, 358.95 feet to a 5/8 inch iron pin on the North line of said SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  ; thence S. 89 degrees 31'34" E. 46.50 feet to the point of beginning.

Section 1: That portion of the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  lying Northeasterly of Highway 140

LESS AND EXCEPT The Woodlands Phase 1 and 2