

ADKINS CONSULTING ENGINEERING, LLC

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2014-004617

Klamath County, Oregon



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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND GRANT OF EASEMENTS

GRANTOR: QUALL PARK OF KLAMATH FALLS, LLC

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS AND GRANT OF EASEMENTS**

Crystal Terrace Property
Klamath Falls, Oregon

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND GRANT OF EASEMENTS (this "Declaration"), dated as of May 5, 2014, is made by Quail Park of Klamath Falls, LLC (the "Declarant"), an Oregon limited liability company, as owner of that certain real property described on Exhibit A (hereafter the Property), attached hereto.

TERMINATION OF ANY PRIOR CC&R'S

This Declaration replaces any prior agreements between land owners, any prior CC&R's or other such documents for the mutual maintenance of any item or element located on the Property. Declarant is the sole owner of the Property and hereby terminates any agreement between former co-owners in its entirety.

SECTION 1. Definitions and Purpose

1.1 Definition of Owner. The term "Owner" shall mean to each person or entity which holds fee simple title to any of the Property and any successor of such person or entity fee simple interest in the future. The term owner does not apply to any lessee, mortgage holder, lender, trust deed beneficiary, tenant, or occupant of the Property.

1.1.1. Majority Owner. The term Majority owner shall mean persons owning such portions of the Property consisting more than 50% of the total square footage of the Property.

1.1.2. Mortgage. The term Mortgage shall mean a mortgage or deed of trust or other security interest encumbering a parcel.

1.2 Purpose.

1.2.1 Declarant intends by recording this Declaration to subject the Property and all improvements situated or to be situated thereon to the provisions of this Declaration and to impose on the Property mutually beneficial restrictions and limitations and to establish certain easements, covenants and reservations upon and subject to which the Property will be used, held, leased and developed by Declarant that will inure and pass with the Property

SECTION 2. Definition of Building Area and Common Area

2.1. Building Area.

2. 1. 1. "Building Area" as used herein shall mean those portions of the Property located within the building limit lines and future building limit lines as shown on the site plan attached as Exhibit B, the "site plan." Notwithstanding the above, a Majority of Owners may amend the Site Plan and prepare a new and revised Exhibit B which may, among other changes add additional building areas within the Common Area so long as the parking areas and Common Area still meet the minimum requirements required by the applicable regulations then existing. In the event the Site Plan is amended such revised Exhibit B shall be filed of record as an amendment to this Declaration.

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2.2. Common Area.

2.2.1. "Common Area" shall be, all of the Property except the Building Area as the Building Area may be revised from time to time.

SECTION 3. Use

3.1. Use in General.

3.1.1. The Property shall be used for the construction, operation, and maintenance of business, commercial, and professional establishments as specified hereinafter and related facilities, including common and vehicular parking areas, all as more specifically described hereinafter. The Building Area shall be used for the construction, operation and maintenance of buildings that will be used for business, commercial, professional, or mercantile purposes (retail and service) of the type usually carried on in a Property of comparable size and not prohibited by law or ordinance and in accordance with the terms herein.

3.2. Nuisances.

3.2.1. No portion of the Property shall be used by any Owner or by any Owner's tenants for (i) the conduct of any illegal, offensive, noisy, or dangerous trade, business, activity, or occupation; (ii) any activity which physically interferes with the business of any other Owner or Owner's tenants; or (iii) any other unreasonable use not compatible with the operation of a first-class medical, professional, and commercial Property, this includes memory care, nursing home, assisting living, skilled nursing or other similar, maintained in accordance with the standards of this Declaration.

SECTION 4. BUILDINGS.

4.1. Location.

4.1.1. No buildings shall be constructed erected, or maintained anywhere within the Property except within the Building Areas. Canopies may encroach from the Building Area over the Common Area and canopy support columns may encroach onto the Common Area provided such canopies and support columns do not interfere with the normal use of the Common Area and provided further such canopies and support columns shall be considered part of the buildings to which they are attached and not part of the Common Area improvements.

4.2. Design, Construction and Approval.

4.2.1. The buildings erected or the exteriors of which are altered, remodeled, added or reconstructed within the Property from and after the date of this Declaration shall be designed so that the exterior elevation of each will be architecturally and aesthetically compatible and so that the building foundations shall not encroach from one parcel onto another parcel. The design and construction of the buildings shall be in conformity with sound architectural and engineering standards and the construction shall be top quality. No building shall be built in the Property, nor shall the exterior of any existing building be altered, remodeled or reconstructed, without the written consent of a Majority of Owners to confirm such matters as set forth above, which consent shall not be unreasonably withheld. Owners shall have 20 days after receipt of proposed building plans and specifications within which to approve or disapprove.

4.3. Encroachment,

2. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND GRANT OF EASEMENTS

4.3.1. In the event building wall footings encroach from one parcel onto another parcel, despite efforts to avoid that occurrence, the Owner onto whose parcel the footings encroach shall cooperate in granting an encroachment permit or easement to the Owner whose building wall footings encroach so long as such encroachment does not materially interfere with the use, operations or enjoyments of the encroached upon parcel.

SECTION 5.

5.1. Grant of Easements.

5.1.1. Declarant, for the benefit of Owner and the Owner's tenants' and their customers, invitees, mortgagees, residents, patients and employees, hereby grants and declares nonexclusive easements for roadways, walkways, ingress and egress, the parking of motor vehicles, underground utilities and storm water drainage systems, light standards, and use of facilities installed for the comfort and convenience of customers, invitees, and employees on the Common Area. The Common Area shall be for the sole and exclusive joint use of the Owner, the Owner's tenants, and their respective customers, invitees, and employees, and the easements granted in this Declaration shall be for the sole and exclusive use of such persons. All utility lines shall be underground if amenable to being placed underground for this Property and the installation of any such lines shall be accomplished in a reasonable manner so as not to unnecessarily interfere with any other Owner.

5.1.1.1 The location of public and private easements for utilities is depicted in the attached Exhibit C. No person shall erect or cause to be erected any structure or make use any use of those easements which shall interfere with the use, availability, or access to utilities.

5.2. Use.

5.2.1. Subject to existing easements of record, the Common Area shall be used for underground utility and storm water drainage facilities, roadways, walkways, ingress and egress, parking of motor vehicles, loading, and unloading of commercial and other delivery vehicles, for driveway purposes, and for the comfort and convenience of customers, invitees, mortgagees, residents, patients and employees of all businesses and occupants of the buildings constructed on the Building Area. Pylon signs, directional signs, curbs, landscaping and landscaping planters, lighting standards, trash areas, utility lines, public telephones and similar items may be constructed in the Common Area with the approval of the Owner.

5.3. No Barriers.

5.3.1. No walls, fences, or barriers, on any land shall be constructed or maintained on the Common Area, or any portion thereof, from and after the date of this Declaration by any party which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement including without limitation, pedestrians and vehicular traffic between the various parcels; provided, however, reasonable traffic controls, as may be necessary to guide and control the orderly flow of traffic, may be installed so long as access driveways to the parking areas in the Common Area are not closed or blocked. The only exception to this provision shall be (i) for changes to the Building Area and Common Area permitted by this Declaration, and (ii) for incidental encroachments upon the Common Area which may occur as a result of the use of the ladders, scaffolding, storefront barricades, and similar facilities resulting in temporary obstruction of the Common Area, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work being expeditiously pursued.

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5.4. Limitations on Use.

5.4.1. Customers. Customers and invitees shall not be permitted to park on the Common Area except while shopping or transacting business in the Property.

5.4.2. Employees. Each Owner shall use its best efforts to cause its tenants to require their employees to park only in those portions of the Common Area designated as "employee parking areas". The Owner from time to time may mutually designate and approve "employee parking areas;" however, if they do not, the Owner may formally or informally designate "employee parking areas" on its own parcel, provided such designated employee parking area does not unreasonably burden the parking on any other parcel nor unreasonably interfere with the use of any other parcel.

5.5. General.

5.5.1. All of the uses permitted within the Common Area shall be used with reason and judgment so as not to interfere with the primary purpose of the Common Area, which is to provide for parking for the customers, invitees, and employees of those businesses conducted in the Property and for access to and servicing and supplying of such businesses.

5.6. No Use Fee.

5.6.1. Persons using the Common Area in accordance with this Declaration shall not be charged any fee for such use without the written consent of the Owners unless such fee shall be ordered by an appropriate governmental authority. If an appropriate governmental authority imposes a surcharge or regulatory fee on customer or employee parking or based on the number of parking spaces within the Property or any other similar fee or charge, then the Owners shall use their best efforts to institute a uniform fee collection parking system for the Property.

5.7. Utility and Service Easements.

5.7.1. The Owners shall cooperate in the granting of appropriate and proper easements for the installation, repair, and replacement of storm drains, sewers, utilities, and other proper services necessary for the orderly development and operation of the Common Area and buildings to be erected upon the Building Area. Utility easements shall be located so as not to unreasonably interfere with the operation of businesses in the Property.

5.8. Signs.

5.8.1. Except for directional and informational signs for guidance upon the parking and driveway areas of the Common Area, and such other signs as may fall within the guidelines of any sign program adopted by Declarant, no signs shall be erected or maintained upon the Common Area or Building Area of the Property without the prior written approval of Declarant which approval shall not be unreasonably withheld or delayed. Declarant shall adopt sign guidelines which shall allow the customary signs and logos used from time to time by individual Owners and tenants of Owners, provided such logos comply with the requirements of all applicable governmental bodies. Signs shall be placed upon the pylon associated with the Property, in the discretion of Declarant. When an Owner, or tenant of an Owner vacates their premises they shall remove all of their signage and repair any and all damage.

SECTION 6. Common Area Development

6.1. Changes to Common Area.

6.1.1 Majority of Owners, may change, alter, reconfigure or modify the Common Areas, including entrances and exits thereto from adjacent streets, parking stalls, traffic aisles or

directions, provided that no such change may reduce or impede the visibility or accessibility to any Building Area.

SECTION 7. Maintenance

7.1 Maintenance.

7.1.1. Building Upkeep and Maintenance. Each Owner shall at all times keep its Building Area and all improvements thereon, in good, clean and neat condition and repair.

7.1.2. Common Area. The Majority Owners shall be responsible for maintaining the Common Area or hiring an agent for such maintenance. Said agent may receive a fee to cover supervision, management, accounting, and similar services. The cost and expenses incurred because of the engagement of such agent and all costs incurred for maintenance of the Common Area overall is to be included in the general maintenance expense paid by the respective Owners pro rata in accordance with the size of the Building Area owned by each Owner. Without limiting the generality of the foregoing, the maintenance obligations shall include the following:

7.1.2.1. Maintaining, repairing, and replacing when necessary the surfaces of any sidewalks, roads, or driveways in a level, smooth, and evenly covered condition with the type of surfacing material and striping originally installed or such substitute therefor as shall in all respects be equal in quality, use, and durability;

7.1.2.2. Removing all papers, debris, filth, and refuse and washing or thoroughly sweeping the area to the extent reasonably necessary to keep the area in a neat, clean, and orderly condition and free of snow and ice;

7.1.2.3. Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers, and lines;

7.1.2.4. Operating, keeping in repair, and replacing when necessary, such artificial lighting facilities as shall be reasonably required;

7.1.2.5. Maintaining any perimeter walls in a good condition and state of repair; and

7.1.2.6. Maintaining all landscaped areas and making such replacement of shrubs and other landscaping as is necessary;

7.1.2.7. Maintaining delivery and receiving areas in good condition;

7.1.2.8. Maintaining the retention/detention ponds that are required for the Property

7.1.2.9. Maintaining public liability insurance against claims for personal injury, death or property damage in the Common Area;

7.1.2.10. Payment of all real property taxes and other special taxes and assessments assessed against the Common Area. Each Owner is deemed to covenant and agree to so maintain the Common Area on its parcel and shall promptly pay any and all sums that may be due and owing for such maintenance to so maintain its area.

SECTION 8. INDEMNIFICATION, INSURANCE.

8.1. Owner's Indemnification.

8.1.1. Each Owner ("Indemnifying Owner") shall defend, indemnify, and hold harmless (the "Indemnification") the other Owners and other Owners' respective employees, contractors, agents, and tenants ("Indemnitees") from and against all demands, claims, causes of

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action, or judgments, and all reasonable expenses incurred in investigating or resisting the same, for injury to person, loss of life, or damage to property (i) occurring on the Indemnifying Owner's parcel, or (ii) occurring on another Owner's parcel if caused by the sole negligence, willful act, or omission of the Indemnifying Owner, its tenants, or their respective employees, contractors, agents or tenants. In no event shall the Indemnification set forth above hereof apply to an Indemnitees' sole negligence, willful act, or omission.

8.2. Insurance.

8.2.1. Liability Insurance. Each Owner shall obtain and maintain comprehensive general liability insurance. Such insurance shall be written with a reputable insurance carrier licensed to do business in Oregon. The limits of liability of such insurance shall be not less than Two Million Dollars (\$2,000,000.00) combined single limit coverage for injury to person, loss of life, and damage to property arising out of any single occurrence. The dollar limit set forth above shall be increased on the commencement of the sixth (6th) year in an amount equal to a cumulative increase in the Consumer Price Index from the date this Declaration was recorded. A similar increase shall take place every five (5) years thereafter.

8.2.2. Property Insurance. Each Owner shall maintain fire and extended Coverage insurance on all improvements on the parcel owned by them in an amount equal to their full insurable value. Such insurance proceeds shall be used to rebuild or repair such improvements in the event of damage or destruction unless otherwise required by mortgagee.

SECTION 9. Realty Taxes and Assessments

9.1 Real Estate Taxes and Assessments.

9.1.1. It is intended that all real estate taxes and assessment relating to any portion of the Property or improvements thereon, or the ownership thereof, shall be paid prior to delinquency by the respective Owners thereof

9.2 Failure to Pay Taxes or Assessments when Due.

9.2.1. In the event any Owner fails at any time to pay before delinquency its taxes or assessments on any portion of its parcel or parcels, and which may become a lien on any of the Common Area, then, except while the validity thereof is being contested by judicial or administrative proceedings, any other Owner may pay such taxes and/or assessments together with interest, penalties and cost, and in any such event the defaulting Owner obligated to pay such taxes and/or assessments shall promptly reimburse such other Owner for all such taxes and/or assessments, interest, penalties, costs, and other charges and until such reimbursement has been made the amount thereof shall constitute a lien and charge on the defaulting Owner's parcel.

SECTION 10. EMINENT DOMAIN.

10.1. Owner's Right to Award.

10.1.1. Nothing herein shall be construed to give any Owner any interest in any award or payments made to another Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other Owner's parcel or construed to give the public or any government any rights in the Property. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Area, the award attributable to the land and improvements of such portion of the Common Area shall be payable only to the Owner in fee

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thereof and no claim thereon shall be made by the Owners of any other portion of the Common Area.

10.2. Collateral Claims.

10.2.1. All other Owners of the Common Area may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from the Owner of the land taken.

10.3. Tenant's Claim.

10.3.1. Nothing in this Section shall prevent a tenant from making a claim against an Owner pursuant to the provisions of any lease between such tenant and Owner, and/or as may now or hereafter be provided at law or in equity, for all or a portion of any such award or payment.

10.4. Restoration of Common Areas.

10.4.1. The Owner of the fee of each portion of the Common Area so condemned shall promptly repair and restore the remaining portion of the Common Area owned by it as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer without contribution from any other Owner.

SECTION 11. CANCELLATION. MODIFICATION. DURATION.

11.1. Cancellation.

11.1.1. This Declaration may be canceled only by the written agreement of all Owners of the Property, which cancellation agreement shall be recorded in the office of the County Recorder of the county in which the Property is located.

11.2. Modification, Amendment.

11.2.1. Except as otherwise provided herein, this Declaration may be modified or amended only by the written agreement of Owners constituting 50.1% of the total area of the Property. Any such modification agreement shall be recorded in the office of the County Recorder of the county in which the Property is located.

11.2.2. Any such modification agreement shall be recorded in the office of the County Recorder of the county in which the Property is located.

11.3. Duration.

11.3.1. Unless otherwise canceled and terminated as permitted herein, all the easements granted in this Declaration shall continue in perpetuity.

SECTION 12. RELEASE FROM LIABILITY.

12.1. Release from Liability.

12. 1. 1. Any person or entity acquiring fee or leasehold title to any portion of the Property shall be bound by this Declaration only as to the parcel or portion thereof acquired by such person or entity. Such person or entity shall be bound by this Declaration only during the period such person or entity is the fee or leasehold owner of such parcel or portion thereof, except as to obligations liabilities, or responsibilities that accrue during said period. Although persons or entities may be released under this section the easements, covenants, and restrictions in this Declaration shall continue to be benefits and servitudes upon the Property running with the land.

SECTION 13. ENVIRONMENTAL WARRANTY.

13.1. Each Owner represents and warrants that it will not use, generate, store or dispose of any hazardous wastes, toxic substances or related materials ("Hazardous Materials") in, on, under, around or above their premises or the Common Area except in full compliance with all applicable laws, rules and regulations. Hazardous Materials shall include, but shall not be limited to, any substances, materials, or wastes that are or become regulated by any local or state governmental authority, or the United States of America because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment. Further, each Owner, excepting any mortgagee or trustee in bankruptcy that becomes an owner by operation of law, agrees that it will indemnify and save each other Owner harmless from any and all actions, proceedings, claims, costs, expenses, and losses of any kind, including but not limited to those arising from injury to any person, including death, damage to or loss of use or value of real or personal property, and costs of investigation and cleanup or other environmental remedial work, which may arise in connection with a breach of the foregoing representation and warranty.

If at any time it is determined that there are any Hazardous Materials located in, on, under, around, or above the premises or Common Area which are subject to any federal, state or local environmental law, statute, ordinance or regulation, court or administrative order or decree, or private agreement ("Environmental Requirements", including Environmental Requirements requiring special handling of Hazardous Materials in their use, handling, collection, storage, treatment or disposal, the Owner responsible for such shall commence with diligence within thirty (30) days after receipt of notice of the presence of the Hazardous Materials, and thereafter diligently pursue, at its sole expense, compliance with all such Environmental Requirements.

SECTION 14. NOTICES.

14.1. Notices.

14.1.1. Notices made by the Owners pursuant hereto may be served personally or may be served by depositing the same in the United States mail, postage prepaid, certified or registered mail, or forwarded by recognized overnight delivery service, address as follows:

Morningside Development Group, LLC
1735 Westlake Ave N #401
Seattle, WA 98109

14.1.2 Subsequent Owners shall provide addresses where notices required under this Declaration shall be mailed. If no address is provided, Owners shall send notices to the address of the land owned within the Property.

14.1.2. Written and facsimile notices shall be deemed effective upon receipt. No notice required to be given under this Declaration shall be binding upon any party who is entitled to receive such notice until 3 days after deposit with the US Postal Service or actual delivery by any other means. The foregoing addresses may be changed by written notice given pursuant to provisions of this Section.

SECTION 15. LENDER PROTECTION.

15.1. Lender Protection.

15.1.1. This Declaration, and the rights, privileges, covenants, agreements, and easements hereunder with respect to each Owner and all parcels, shall be superior and senior to any lien placed upon any parcel, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but, except for the obligations contained Section 13, all of the covenants and restrictions, easements and conditions and other provisions, terms, and conditions contained in this Declaration shall be binding upon and effective against any person or entity (including any Mortgagee) who acquires title to any parcel or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15.1.2. Each Owner shall have the right, subject to the provisions herein, to make a separate Mortgage securing its respective parcel, together with its percentage of undivided interest in the Common Areas.

15.1.3. An Owner may pledge or assign its voting rights to a Mortgagee without the consent of any Owner. Declarant may pledge or assign its voting rights to a Mortgagee without the consent of any Owner. In such a case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the Owner or Declaration is entitled hereunder and to exercise the Owner's or Declarant's rights to the extent pledged from and after the time that Mortgagee shall give written notice of such pledge or assignment until the earlier of the release by the Mortgagee of such pledge or the Mortgage. In the event more than one such pledge is made, the Owners shall recognize only the one of which has a first lien on such Owner's parcel; provided, however, that MidCap Financial, LLC or any one of its affiliates, their successor or assigns shall be deemed to be the initial Mortgagee of all Owners.

15.1.4. In the event that a notice of default is given to the Owners by any Mortgagee holding a Mortgage which is a first lien on a parcel, then, and in that event, and until the default is cured, the right of the Owner of such parcel to vote shall automatically be transferred to the Mortgagee giving the notice of default.

15.1.5. No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly filed of record, unless the amendment shall be consented to in writing by the Mortgagee.

SECTION 16. GENERAL PROVISIONS.

16.1. Running of Benefits and Servitudes.

16.1.1. The easements, restrictions, benefits, and obligations hereunder shall create mutual benefits and servitudes upon all the parcels of the Property running with the land. The singular number includes the plural and any gender includes all other genders.

16.2. Not a Public Dedication.

16.2.1. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Area to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Declaration shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Area of the parcels herein affected, or any portion thereof (other than any use expressly allowed above or by a written or recorded map, agreement,

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deed, or dedication) is by permission, and subject to the control of the Owners. Notwithstanding any other provisions herein to the contrary, the Owners by mutual agreement may periodically restrict ingress and egress from the Common Area in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such a time as to have a minimum effect on the operation of the Property.

16.3. Interpretation.

16.3.1. The captions and headings of the Articles and Sections of this Declaration are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof.

16.4. No Joint Venture; Non-Merger.

16.4.1. It is not intended by this Declaration to, and nothing contained in this Declaration shall, create any partnership, joint venture or other joint or equity type agreement between the Owners.

16.4.2. There shall be no merger by reason of the fact that any Owner or subsequent Owner owns multiple or all parcels of the Property.

16.5. Reasonableness of Consent.

16.5.1. Unless otherwise provided herein, whenever an Owner's consent or approval is required under this Declaration, such Owner shall grant such consent or approval without delay unless in its good faith business judgment it would be reasonable to withhold such consent or approval. If an Owner shall not consent or shall disapprove, the reasons therefor shall be stated in reasonable detail in writing. No consent or approval shall be effective unless express and in writing.

16.6 Attorney Fees.

16.6.1. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other parties, in addition to costs, fees, and disbursements, reasonable attorney fees.

16.7 Severability.

16.7.1. In the event any provision of this Agreement is held to be unenforceable for any reason, such holding shall not invalidate or render unenforceable any other term or provision of this Agreement.

16.8 Further Assurances; Cooperation between Owners.

16.8.1. After execution of this Agreement, each Owner shall cooperate with all other Owners in taking such actions, executing such instruments and granting such rights as may be reasonably necessary to effectuate the purposes of the parties in entering into this Agreement. The Owners agree to exercise good faith and commercially reasonable efforts to effectuate all the terms and conditions of this agreement.

Section 17. Enforcement.

17.1 Enforcement of this Agreement

17.1.1. Enforcement of this agreement may be by legal proceeding against any Owner or other person violating any restrictions, covenant, condition or agreement herein contained, either to restrain such violation, obtain specific performance, or recover damages; provided, however, that no such covenant or any such similar right or privilege may be enforced by legal action or otherwise by any persons whatsoever except the Owners of all or any portion of the Property and their respective successors, mortgagees, agents, or assigns. This Agreement is not intended to, nor will it, create any rights or prescriptive rights in the public to the Easement Areas.

Quail Park of Klamath Falls, LLC,
An Oregon limited liability company

By: _____

Name: Shawn Reynolds

Its: Member-Manager

STATE OF Washington)
County of King) ss.

5-6-14
(date)

Personally appeared before me the above named Manager and acknowledged the foregoing instrument to be his voluntary act and deed.

Ian C. Gazarek
Notary Public for Washington
My commission expires: 10-10-2015

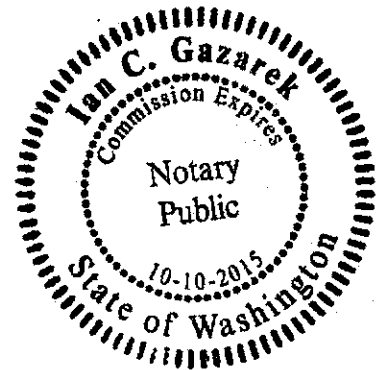


Exhibit A
Real Property Descriptions

A tract of land situated in the SE¼NE¼ of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon being Parcel 1 of Land Partition 62-00 together with a portion of Parcel 2 of said Land Partition 62-00 conveyed in Property Line Adjustment 13-11, and being more particularly described as follows:

Beginning at the southwest corner of the SE¼NE¼ of said Section 20; thence along the west line of said SE¼NE¼ North 00°46'00" East 903.11 feet; thence leaving said west line South 89°47'30" East 451.62 feet; thence South 15°02'53" East 29.00 feet; thence North 74°57'07" East 19.29 feet; thence South 15°02'53" East 45.31 feet; thence South 74°57'07" West 19.29 feet; thence South 15°02'53" East 320.94 feet; thence 173.82 feet on the arc of a 424.70 foot radius non-tangent curve to the right, through a delta angle of 23°27'00", the long chord of which bears North 52°03'12" East 172.61 feet; thence South 36°03'27" East 56.93 feet; thence South 53°56'33" West 40.82 feet; thence South 46°58'33" East 542.77 feet; thence South 00°21'02" West 192.17 feet to the south line of said SE¼NE¼; thence along said south line North 89°38'58" West 1098.59 feet to the point of beginning.

[illegible]

STATE OF KLAMATH
COUNTY OF OREGON

BE IT REMEMBERED THAT ON THE DAY OF 2014, PERSONALLY APPEARED BEFORE ME SHAWN REVELLUS, WHO IS KNOWN TO ME TO BE THE LEGAL PERSON DESIGNATED BY AND FOR THE ESTATE OF DEAN FORT WARDEN, AND VOLUNTARILY ON BEHALF OF QUAL PAGE OF KIMATH FALLS, LLC.

NOTARY PUBLIC FOR
MY COMMISSION EXPIRES

I HEREBY CERTIFY THAT ALL TAXES, INTEREST, PENALTIES, ASSESSMENTS, FEES ON OTHER CHARGES REQUIRED BY O.R.S. 62.005 HAVE BEEN PAID.

KAWATH COUNTY TAX COLLECTOR DATE

FILED FOR RECORD THIS DAY OF . 2014.

COUNTY CLERK

[illegible][illegible]

DORRIS, A. B. E. ADAMS

THE PURPOSE OF THIS SURVEY WAS TO MONUMENT THE PARCEL LINES CREATED BY THIS LAND PARTITION. MONUMENTS WERE ON THE PLAT OF LAND PARTITION 82-00 (COUNTY SURVEY 0516) AND MONUMENTS SET FOR COUNTY SURVEY 7857 WERE RECOVERED AND USED TO CONTROL THE POSITION OF THE MONUMENTS SET AS NOTED HEREIN. THE WORK WAS ACCOMPLISHED WITH A TRIMBLE 5800 SERIES GPS RECEIVER USING COORDINATES FROM THE OCEANOM REAL-TIME GPS NETWORK.

APPROVED BY:	CITY OF KAMATH FALLS PLANNING DEPARTMENT	DATE

APPROVED BY:	DATE

CITY OF KAMATH FAIR GROUND

APPROVALS

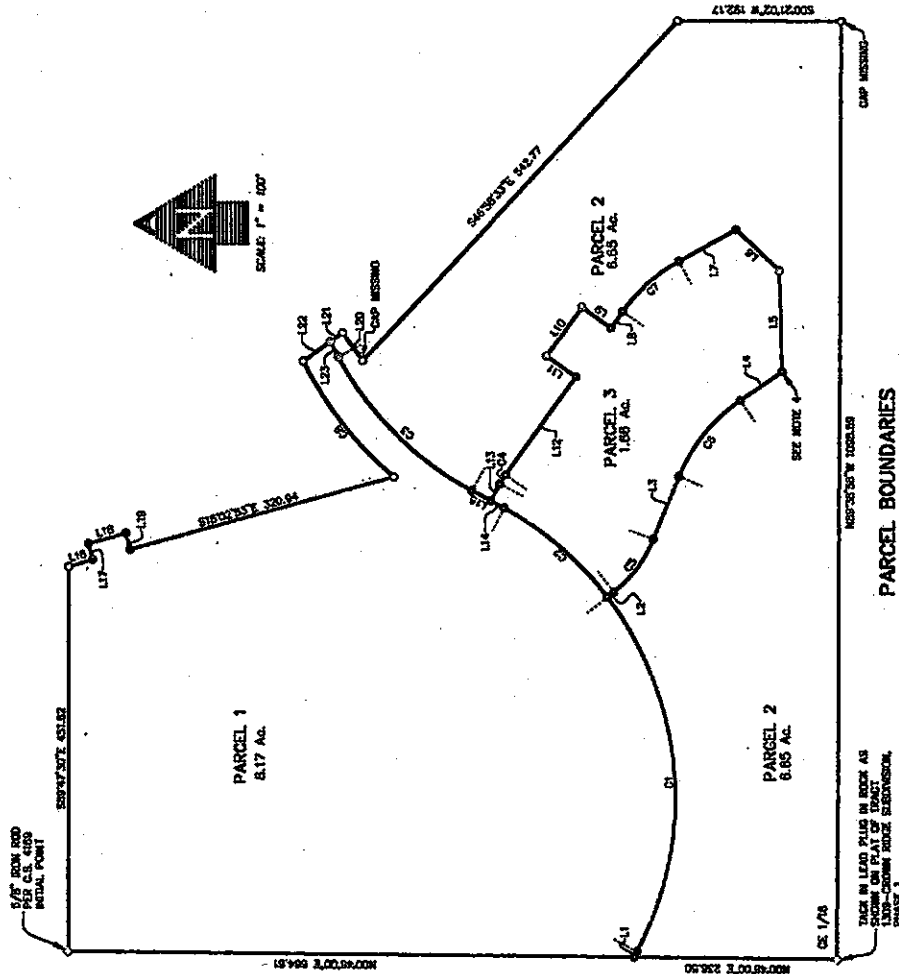
ADKINS

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LP 20-13
3077-0402
Feb 2014

SHEET 1 OF 4

Ex. B - 2 of 4

LAND PARTITION 20-13
FOR QUAIL PARK OF KLAMATH FALLS
REPLAT OF PARCEL 1 OF LAND PARTITION 62-00 AND PORTION
OF PARCEL 2 OF LAND PARTITION 62-00 CONVEYED IN PLA 13-11
IN SEANEY SEC. 20, T.38 S., R.9E.W.M.
KLAMATH COUNTY, OREGON



PARCEL BOUNDARY LINE DATA		
LINE #	BEARING	LENGTH
L1	S87°00'00"E	6.82
L2	N37°34'19"W	9.39
L3	S87°27'20"W	78.78
L4	N04°13'02"W	92.54
L5	S88°33'00"W	118.20
L6	S43°00'00"W	58.82
L7	S28°38'00"E	78.48
L8	S47°00'00"E	24.20
L9	S33°48'00"W	42.00
L10	S47°00'00"E	71.00
L11	N33°48'00"E	42.00
L12	S54°00'00"E	140.20
L13	S81°25'00"E	22.70
L14	N28°34'00"E	18.14
L15	N28°34'00"E	22.84
L16	S81°25'00"E	22.00
L17	S74°57'00"E	19.20
L18	S102°00'00"E	40.31
L19	S74°57'00"W	19.20
L20	S33°48'00"W	40.82
L21	S33°48'00"E	17.70
L22	S33°48'00"E	38.33
L23	N67°00'00"E	20.39

PARCEL BOUNDARY CURVE DATA			
CURVE	RADIUS	LENGTH	DELTA
C1	383.00	441.88	89°43'48"
C2	383.00	100.08	23°51'10"
C3	383.00	22.00	33°20'00"
C4	100.00	12.84	7°42'00"
C5	150.00	78.24	29°33'30"
C6	200.00	115.88	37°13'30"
C7	200.00	88.18	27°22'00"
C8	464.70	173.82	27°27'00"

LEGEND

- 1. SET 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EMO LLP
- 2. SET BENCHMARKS WITH PLASTIC MARK AND STAMPED "LS 1794" EXCEPT AS NOTED
- 3. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
- 4. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
- 5. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
- 6. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
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- 10. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
- 11. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
- 12. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
- 13. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
- 14. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
- 15. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
- 16. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
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- 18. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
- 19. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED
- 20. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "ADKINS/2013" EXCEPT AS NOTED

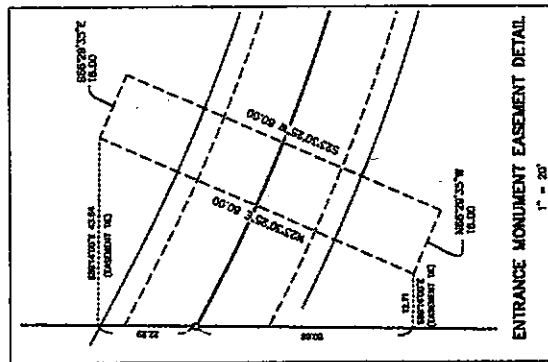
NOTES

- 1. SEE SHEET 3 FOR EASEMENTS CREATED BY THIS PLAT
- 2. SEE SHEET 4 FOR EXISTING EASEMENTS
- 3. THESE ARE THE BOUNDARY RIGHTS APPURTENANT TO THIS PROPERTY
- 4. CORNER FALLS ON MANHOLE RIM. CORNERED 2' ON MANHOLE RIM AT CORNER LOCATION

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3/17-0402

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KLAMATH COUNTY, OREGON



EASEMENT & CURVE DATA					
CURVE #	RADIUS	LENGTH	DELTA	CH. BEG.	CH. LENGTH
C1	200.00	56.09	187°40'	M4271553.76	56.09

1. STORM DRAIN EASEMENT, COMMENTS EXISTING STORM DRAIN EASEMENT (SEE SHEET 4) TO NEW DETENTION POND EASEMENT.
2. SEE SHEET 2 FOR BOUNDARY DATA.
3. SEE SHEET 4 FOR EXISTING EASEMENTS.

— EASEMENT SIDELINE
CENTERLINE OF POND ACCESS
AND STORM DRAIN EASEMENTS
MONUMENT ON PARCEL LINE SH
EASEMENT REFERENCE, SEE SH
FOR COMPLETE BOUNDARY INFO

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KLAMATH COUNTY, OREGON



ACCESS & UTILITY EASEMENT SIDEWALK CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD BEC.
C101	401.00	43.68	11°50'35"	634'33"69 W
C102	368.00	151.96	23°39'45"	845'27"22 W
C103	668.00	156.11	13°00'02"	846'09'11 W
C104	58.00	105.14	103°28'38"	81'22"26 S
				91'32'

NON-LOCATABLE BASEMENTS

11.19	525.38	01.7	53.03
1.20	434.23	10.7	53.02
1.21	447.29	12.7	506.15
1.22	481.25	20.7	12.07
1.23	411.58	100.7	58.03
1.24	415.00	09.7	304.11
1.25	589.59	31.7	275.28
1.26	589.59	31.7	101.63
1.27	589.59	31.7	9.97

LINE	BEARING	LENGTH
1.101	S45°28'34"E	22.33
1.102	N47°29'14"W	332.43
1.103	S45°28'31"W	38.02
1.104	N70°37'37"W	38.14
1.105	S40°18'57"E	37.63

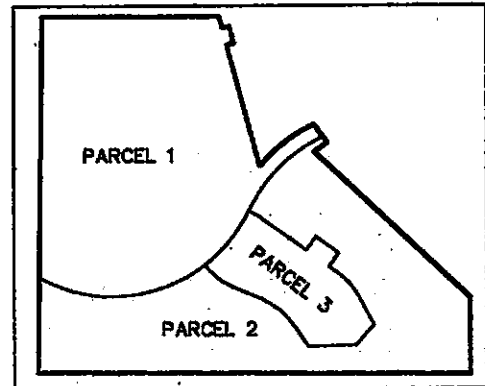
STRENGTHENING ENVIRONMENTAL

NOTES

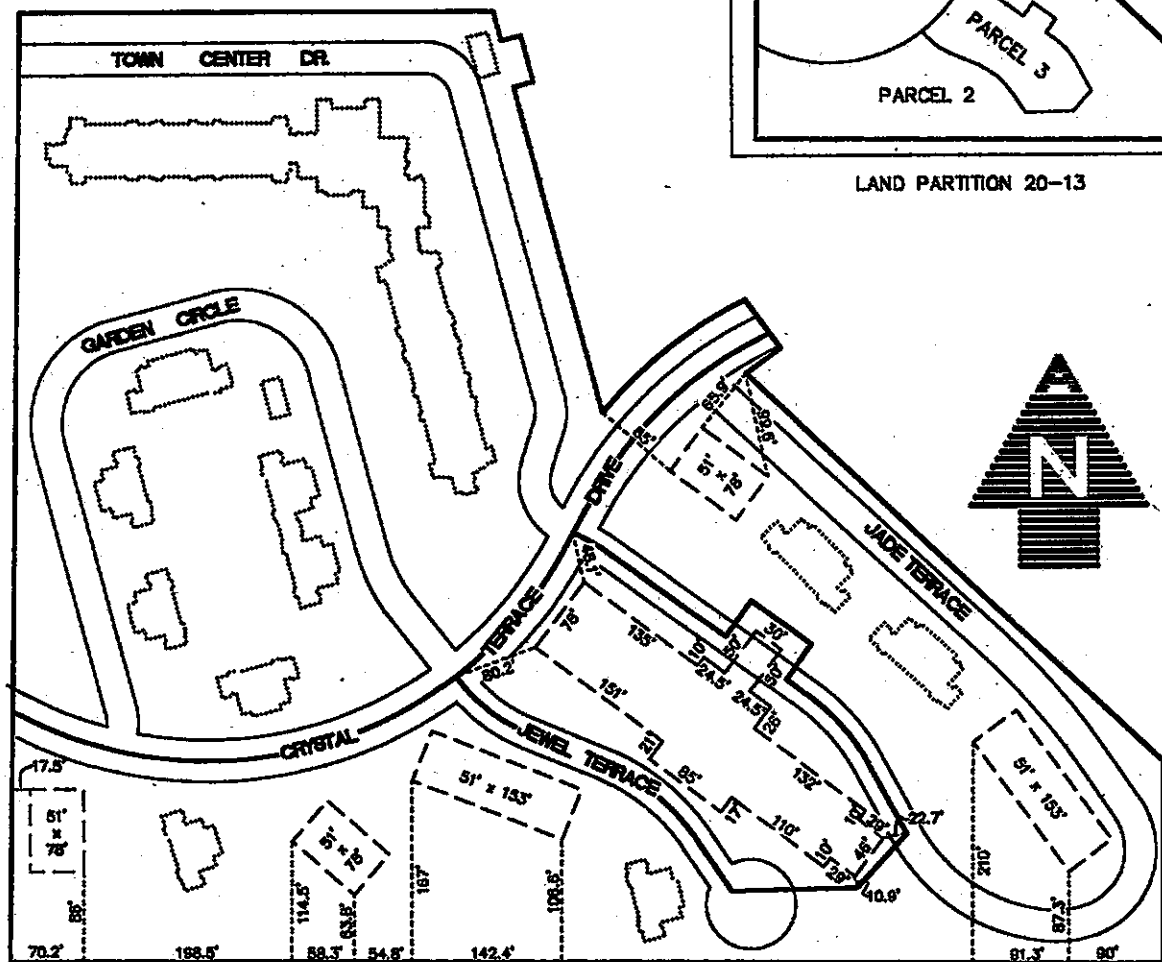
1. SEX SHEET 2 FOR BOUNDARY DATA

SHEET 4 OF 4

EXHIBIT C
 SITE PLAN SHOWING BUILDING
 AREAS ON PARCELS 1, 2 & 3
 OF LAND PARTITION 20-13



LAND PARTITION 20-13



- BUILDING AREA — EXISTING BUILDING
- - - - - BUILDING AREA — FUTURE BUILDING
- PROPERTY LINE
- - - - - MEASUREMENT TIE TO CORNER

Exhibit "D"

Operation and Maintenance Plan for Stormwater Detention Pond at Crystal Terrace Klamath Falls, Oregon

Facility and Location: A storm water detention facility is located south Crystal Terrace Drive and west of Jewel Terrace. The purpose of this facility is to detain increased stormwater runoff from the developed site(s) of Crystal Terrace and release the stormwater to the downstream conveyance system at a more natural (pre-developed) rate.

The following items should be inspected and maintained as noted:

Structural Components:

- **Clogged Inlets or Outlets and Orifice Control Structure** – Remove sediment from all inlets, outlets to maintain maximum capacity. Inspect Orifice Control Manhole to insure that orifices are clear and that pond control is not defaulting to overflow weir. Inspections should occur, at minimum, prior to fall rains and in the spring. If sediment build up is occurring more frequent inspections may be required.
- **Broken Inlets or outlets, including grates** – Repair or replace broken or damaged facilities as may be necessary. Inspect every summer.
- **Cracked or exposed drain pipes** – Repair/seal cracks, replace with repair is insufficient. Cover plastic pipes that may be exposed with 6 inches of soil to prevent UV damage. Inspect every summer.
- **Perimeter Fencing** – Inspect and repair perimeter fencing every summer.
- **Overflow swale** – An emergency overflow swale drains westerly from the pond area, behind Crystal Terrace residential unit(s) and towards a wetland area near Clairmont Drive. This overflow swale shall be maintained on a yearly basis (every summer) to be sure that the swale is in good condition to convey runoff should the emergency overflow be needed, during a very large rain event or in the event of blockage of the pond outlet.

Vegetation:

- **Dead or strained vegetation** – Replant as may be necessary for 90% coverage of facility. Irrigate as needed and mulch banks if needed. Do not apply fertilizers or pesticides. Aquatic friendly herbicides may be applied in appropriate dosages as needed. Replant in the fall.