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Genevieve Mackenzie

AFTER RECORDING RETURN TO:  
Ramirez Properties, LLC  
P.O. Box 2866  
La Pine, OR 97739

2019-005220

Klamath County, Oregon



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Fee: \$167.00

**DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS, RESTRICTIONS AND EASEMENTS OF  
REDWOOD HILLS HOMEOWNERS AGREEMENT**

This Declaration is made this 3rd day of May, 2019 by Samuel A. Ramirez, authorized manager of Ramirez Property, LLC, (Declarant).

**RECITAL:** Declarant owns approximately 30 acres within Klamath County, Oregon. Declarant proposes to develop portions of the property, together with other properties that may subsequently be acquired by Declarant, as a subdivision to be known as Redwood Hills, the initial development of which is pursuant to a subdivision Application Tract 1459 approved by Klamath County, Oregon, and incorporates subdivision Application Tract 1534 conditionally approved by Klamath County.

All persons or entities that acquire property in the Redwood Hills Subdivision shall acquire the property subject to the conditions as set herein.

Declarant will record a plat of Redwood Hills in the plat records of Klamath County, Oregon. Additional contiguous property may be acquired and developed by the Declarant and become annexed to Redwood Hills in accordance with the provisions set forth in the Declaration.

NOW THEREFORE, Declarant hereby declares that the property described in the plat(s) of Redwood Hills as shown thereon shall be held, sold, and conveyed subject to the following easements, covenants, restrictions, and charges, which will run with such property and shall be part thereof and shall inure to the benefit of each owner thereof.

**ARTICLE 1  
DEFINITIONS**

The terms as used in this Declaration are defined in Exhibit A. If not so defined, the terms shall have their common ordinary meaning found in Webster's Dictionary.

## **ARTICLE 2**

### **PROPERTY SUBJECT TO THIS DECLARATION**

- 2.1 Initial Development. Declarant hereby declares that all the real property described in Exhibit "B" is owned and shall be owned, conveyed, hypothecated encumbered, used, occupied and improved subject to this Declaration. This also incorporates Phase 1 of the Redwood Hills subdivision.

Tract 1534 includes 15 lots 2 acres or larger in size.

## **ARTICLE 3**

### **RESTRICTION ON USE OF RESIDENTIAL LOTS**

- 3.1 Use of parcel and Roads. All parcels, except as designated here otherwise, shall be used in a manner permissible by the current zoning laws governing the parcel. The roads within the subdivision shall be public roads maintained by the Home Owners Association, unless they are accepted by Klamath County as a County Road.
- 3.2 Design and Architectural control. Ideally, every building constructed on any lot shall be in harmony with the neighborhood.
- 3.3 Residence Buildings. No residence buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and private garage for at least two and not more than six automobiles. A third story may be included if it is a basement. No residential building, garage, or accessory building shall exceed 28 feet in height (measured at the uphill foundation/ground surface level), regardless of the number of stories and unless approved by the Homeowners Association. No single family dwelling shall be less than 1,700 square feet for the main structure exclusive of porches and garages.
- 3.4 Accessory buildings. In addition to the single family residence and garage described above, no more than one accessory building shall be permitted on each lot, unless otherwise allowed herein. It shall be constructed in compliance with the set back requirements and the approved material and finishes described in these articles. In addition thereto, said accessory building may not exceed the total square footage size of the primary residence plus the garage and porches nor exceed 28' in height unless approved by the Homeowners Association.
- 3.5 Well House Buildings. Well house facilities are encouraged to be placed within the accessory buildings or residence. If the well location is far removed from either of these, then an individual well house may be constructed, provided its design, size and materials are compatible with those used on the residence.

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- 3.6 Material and Finishes. On each individual lot the residence, garage and accessory buildings must be finished with the same or complimentary exterior materials. Galvanized metal, tar paper or asphalt composition siding shall not be permitted on any building or structure. No bright galvanized metal or other reflective roof surfaces shall be permitted. Asphaltic tile roofs will be permitted but only in subdued tones as approved by the Homeowners Association. All metal surfaces including roofs, flues, exposed flashing vents, pipes, trim, etc. shall be of good quality and anodized or painted to blend with the exterior colors of the dwelling and shall be nonreflective.
- 3.7 Painting and Exterior Colors. No bright and/or highly reflective colors shall be used. Natural earth tones are encouraged.
- 3.8 Mobile or Manufactured Homes. No mobile homes, nor manufactured homes, shall be permitted on any lot within Redwood Hills. Similarly, there shall be no tents, trailers, garages, outbuildings of any nature used or permitted as residences upon the lot. One travel trailer or motor home per residence may be kept on a parcel, in an inconspicuous place, provided there is no residential use of the same.
- 3.9 Set Back. No dwelling or other building shall be erected within 50 feet of the subdivision's internal property lines including the property lines along the internal roadways, unless approved by the Home Owners Association. Set back lines on the subdivision's external property lines shall be governed by the County. A 100 foot separation is required between any well and drain field on any lot. All wells and drain fields shall be placed upon the lot in such a manner as to not impact the placement of a well or drain field on any adjoining or future lot.
- 3.10 Grading and fill restrictions. Mass grading of a site will not be permitted unless approved by the Homeowners Association. Permanent earth work shall be that required for building sites, foundations, and driveways. Temporary construction disturbances (i.e. for septic tanks, leach lines, utility lines, etc.) shall be restored as much as possible to the original grade or to a natural looking appearance. All construction disturbances shall be corrected so as to restore the ground terrain to a near natural appearance within 90 days following completion or occupancy of the structures built on site.
- 3.11 Surface drainage. Site surface drainage shall not be so altered, constructed, accelerated or dammed on the subject property so as to adversely affect any neighboring Redwood Hills Subdivision property. All driveway construction on individual lots shall be provided with appropriate culvert construction to avoid blocking roadside ditches and impairing drainage ways.
- 3.12 Sewage. Sewage disposal systems shall be by septic tank and leach line fields or other permitted disposal systems. Installation and construction of sewage systems shall be pursuant to rules, regulations and permit authority of the State of Oregon, Department of Environmental Quality and its delegated authority and the Klamath County Department of Environmental Health.

- 3.13 Animals. No livestock, poultry or other animals excepting dogs, cats, house birds and domestic swans shall be raised, bred or kept on any lot. Household pets shall be limited by number and type so as to constitute no nuisance to adjoining neighbors.
- 3.14 Storage Areas. All outdoor storage areas, garbage cans, utility boxes, trash areas shall be fenced or screened with material which matches or is compatible with the exterior finish of the residence. No damaged, disabled or other vehicle not readily in driving condition shall be stored on the subject property except if enclosed in a closed garage or accessory building.
- 3.15 Commercial Venture. No commercial venture shall be allowed on any of the residential property herein which results in the maintenance, repair, storage, fabrication or salvage of vehicles, equipment or hazardous chemicals on the premises.
- 3.16 Signs. No signs, except for street signs and the subdivision's entrance sign, shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent; or signs used by the subdivision developer and/or by an home builder during the construction and sales periods; or one sign of not more than two square feet providing the names of the residents of the property. No signs advertising any on-site home business shall be allowed except as described herein. Signs advertising political candidates or issues may be placed on the premises during election periods but must be removed within 7 days of the end of the appropriate election.
- 3.17 Condition of lot. Each owner shall maintain the owner's residence and lot and any other improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitations, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. Damage caused by fire, flood, storm, earthquake, riot, vandalism or other causes shall likewise be the responsibility of each lot owner and shall be restored within a reasonable period of time. No lot shall be used for storage or as a dumping ground for equipment, vehicles, rubbish, garbage or debris. All waste shall be kept in sanitary containers and shall be protected from animals out of view and reach.
- 3.18 Driveway surfaces. All driveways and areas utilized for parking of vehicles shall have a paved, concrete or suitable gravel or cinder surface.
- 3.19 Nuisances. No noxious or offensive activity shall be carried on or upon any parcel, which may be or may become an annoyance or nuisance to the neighborhood.
- 3.20 Lighting. Plans for exterior lighting shall be included in the original sight plan if possible. All exterior lighting or noise making devices shall be installed or maintained in a manner so as not to interfere with the adjoining lot owner's quiet enjoyment of their own lot.

- 3.21 Utilities. Klamath County has directed and approved the placement and access of utilities. That must be followed.
- 3.22 Firearms. Shooting of center-fire or rim-fire rifles or pistols or of rifled slugs shall not be allowed on the subdivision lands except to protect life and property.

#### **ARTICLE 4**

##### **LAND DESIGNATION AND PROPERTY RIGHTS**

- 4.1 Use and Occupancy. The owner of a lot in Redwood Hills shall be entitled to the exclusive use and benefit of such lot, except as otherwise expressly provided in this declaration. The lot shall be bound by and the Owner shall comply with the restrictions made applicable to such lot by this declaration or by any supplement to this declaration.
- 4.2 Easements reserved. In addition to any easements shown on the recorded plats as set forth in the real property records of Klamath County, Declarant hereby reserves the following easements for the benefit of Declarant and the Association.
- 4.2.1 Right of Entry. Declarant, and any representative of the Association authorized by it, may, at any reasonable time and from time to time at reasonable intervals, enter upon any lot for the purpose of determining whether or not the use and /or improvements of such lot are then in compliance with this declaration. In addition, the utility service provider and its agents or employees shall have authority to access all parts of the owner's lot on which common utilities (electricity and telephone) may be located for the purpose of operating, maintaining or constructing such facilities, inspecting the condition of the facilities, and completing repairs. The owner will be given advance notice if possible. In the case of an emergency, as determined solely by the utility service provider, no prior notice will be required. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the owner of such lot.
- 4.2.2 Utility Easements. Easements for installation and maintenance of utilities and potential drainage facilities may be reserved over portions of certain lots, as shown on or described in the recorded plat. Within the easements, no structure, planting or other material shall be placed on or permitted to remain which may damage or interfere with the installation or maintenance of utilities.
- 4.3 Consolidation of Lots. The owner of two adjoining lots, may elect to consolidate such lots into one lot. The consolidation shall be effectuated by the owner recording in the records of Klamath County a declaration stating the two lots are consolidated. Thereafter, the consolidated lots shall constitute one lot for all purposes of this declaration, including voting rights and assessments.

- 4.4 Additional Partitions of Lots. The owner of a lot or lots may elect to further partition their lot into smaller lots. The owner of a lot who desires to partition shall obtain at the owner's sole cost, the approval of the Klamath County Planning Department and shall file all appropriate requests with the Klamath County Planning Department and obtain County approval for the partition.
- 4.5 Owners' Easements of Enjoyment. Subject to the provisions of this Article, every owner and his or her invitees shall have a right and easement of enjoyment in and to the roads within the Redwood Hills Subdivision as existing or may be later acquired or constructed. Said easements shall be appurtenant to and shall pass with the title to every lot.

## **ARTICLE 5**

### **HOMEOWNERS ASSOCIATION**

Declarant shall organize an Association of all the Owners within Redwood Hills Subdivision. Such Association, its successors and assigns, shall be organized under the name "Redwood Hills Homeowners Association: or such similar name as Declarant shall designate, and shall have such property, powers and obligations as are set forth in this Declaration for the benefit of the Subdivision and all owners of property located therein.

- 5.1. Organization. Declarant shall, before the first Lot is conveyed to an owner, organize the Association as a Subchapter C corporation under the corporation laws of the State of Oregon. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event, all of the property, powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.
- 5.2. Membership. Every owner of one or more Lots within the Subdivision shall immediately upon creation of the Association and thereafter during the entire period of such owner's ownership of one or more Lots within the Subdivision, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership

5.3 Voting Rights. Voting rights within the Association shall be allocated as follows:

5.3.1 Lot Owners. Lot Owners shall be allocated one (1) voting unit per Lot. Each Lot Owner shall be able to cast their voting unit regardless of whether a living structure has been erected upon the Lot. All assessments shall be divided equally among lot owners. All liability for common expenses and common profits shall be allocated evenly among lot owners.

5.3.2 Classes of Voting Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Class B member and shall be entitled to one voting unit for each Lot owned.

Class B. The Class B member shall be the Declarant and shall be entitled to three times the voting unit per Lot owned by the Declarant, i.e., Declarant shall receive three votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) Declarant has completed development of all Lots representing 75% of the voting units computed in accordance with this section and have sold and conveyed to Owners other than Declarant; or
- (2) At such earlier time as Declarant may elect in writing to terminate Class B membership.

5.4 General Powers and Obligations. The Association shall have, exercise and perform all of the following powers, duties and obligations:

5.4.1 The powers, duties and obligation granted to the Association by the Declaration and those powers enumerated in ORS 94.630.

5.4.2 The powers, duties and obligations of a Homeowners Association pursuant to the Oregon Planned Community Act, whether or not such Act is applicable to the Association. Such duties include the establishment of a reserve account as is required by ORS 94.595.

5.4.3 The Homeowners Association shall maintain and provide snow removal, as needed on the Redwood Hills Subdivision roads which shall include all the main roads as named on the final tract 1459 plat and also future roads to parcels included in the Homeowners Association until or unless the roads are accepted by Klamath County as County Roads. Additionally the Homeowners Association expressly agrees to maintain the portion of Gordon Lane constructed by Redwood Hills Subdivision so long as permitted



- 5.4.4 Private driveways may be similarly maintained (maintenance and snow removal) by the Homeowners Association when specifically requested in writing by an individual having rights to said private driveway. The charge for maintaining private driveways shall be an additional fee, beyond the normal Homeowners Association dues, and shall be paid by the specific Homeowners Association member requesting the driveway service.
- 5.4.5 Any additional or different owners, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Subdivision.
- 5.4.6 The powers and obligation of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with the provisions herein accompanied by changes in the Articles of Incorporation or Bylaws of the Association.
- 5.4.7 The Homeowners Association shall be responsible for:
- 5.4.7.1 The maintenance and operation of the well and fire suppression tank referred to in Article 6.6 herein. The Declarant has entered into various agreements with property owners located within the subdivision to provide water for fire protection use which Declarant hereby assigns to the Homeowners Association which shall honor said agreements fully.
- 5.4.7.2 The maintenance of the storm drainage area along the roads and common areas and Gordon Lane.
- 5.4.7.3 Any other maintenance and operation within the subdivision located in any common area for the benefit of the owners.
- 5.5 Assessments. The Association shall adopt budgets and impose and collect Assessments as provided in this Declaration.
- 5.6 Enforcement. The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration and the Policies and Procedures adopted by the Association, including without limitation, enforcement of the decisions of the Home Owners Association.
- 5.7 Employments of Agents, Advisors and Contractors. The Association, through its Board of Directors, may employ the services of any person or corporation as managers, hire employees to manage, conduct and perform the business, obligations and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations necessary or convenient for the management, maintenance and operation of the Subdivision.

- 5.8 Borrow Money, Hold Title and Make Conveyances. The Association may borrow and repay money for the purpose of maintaining and improving the roadways in the Subdivision. The Association may acquire, hold title to and convey, with or without consideration, real and personal property and interest therein, including but not limited to easements across all or any portion of the Subdivision, except as otherwise limited herein.
- 5.9 Liability. A member of the Board of Directors or an officer of the Association shall not be liable for the Association or any member of the Association for any damage, loss of prejudice suffered or claimed on account of any action or failure to act in the performance of his or duties, except for acts of gross negligence or intentional acts. In the event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because of the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred for the maximum extent permitted by law.
- 5.10 Interim Board. Declarant shall have the right to appoint an interim board of three directors, who shall serve as the Board of Directors of the Association until replaced by a majority vote of those entitled to cast votes at an annual or special meeting of the homeowners association.
- 5.11 Turnover Meeting. Declarant shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Subdivision not later than 120 days after lots representing 75% of the total lots in the Subdivision have been sold and conveyed to Owners other than the Declarant. If the Declarant fails to call the turnover meeting as required by this section, any Owner or mortgagee of a Lot may call the meeting by giving notice as provided by the Bylaws.
- 5.12 Transitional Advisory Committee. Pursuant to ORS 94.604, not later than the 60<sup>th</sup> day after the declarant has conveyed the lots representing 50 percent of the votes in Redwood Hills, the declarant or the owners of lots. In the community shall form a transitional advisory committee. The committee shall operate in accordance with ORS 94.604.

## **ARTICLE 6 ASSESSMENTS**

- 6.1 Purpose of Assessments. Sufficient dues shall be collected annually from the Owner of each parcel to allow good maintenance of the well and fire tank or, and construction and maintenance of any road including snow removal and drainage which is the responsibility of the Homeowners Association. Each Lot Owner, including those Lots owned by the Declarant, shall pay equal assessments. All Lot Owners shall pay the prorate share of the annual assessments, special assessments, and emergency assessments commencing upon the date such Lots are made subject to this Declaration. The prorate share shall be based upon the total amount of each assessment divided by the total number of assessment Lots subject to the assessment.
- 6.2 Annual Assessments. The Board of Directors of the Association shall from time to time and at least annually, prepare an operating budget for the Association, taking into account the current

costs of maintenance and services for future needs of the Association and any previous overassessments.

- 6.3 Special Assessments. In addition to the annual assessment authorized above, the Board of Directors may levy during any fiscal year a special assessment applicable to that year only, for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair or acquisition or replacement of a capital improvement or for any other one-time expenditure not to be paid for out of annual assessments. Special assessments which in the aggregate in any fiscal year exceed an amount equal to 5% of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority vote of the Homeowners Association.
- 6.4 Individual Assessments. Any common expense or any part of a common expense benefitting fewer than all of the Lots may be assessed exclusively against the Lots benefitted. Individual assessments include any default assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lot or its Owner into compliance with the provision of the Declaration or any policy and procedures of the Association for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board of Directors, individual assessments shall be due thirty (30) days after the Board of Directors has given written notice thereof to the Owners subject to individual assessments. For example, lot owners shall pay the proportionate share for the construction of the road as determined by lineal feet of the road adjacent to the owner's lot. This shall not affect the lots not abutting the road.
- 6.5 Annexation of Additional Property. If additional properties are annexed to the Redwood Hills Subdivision, the Lots included therein shall become subject to assessments from the date of such annexation. All other Lots shall pay such assessments in the amount then being paid by other Lots in the Subdivision. The Board of Directors of the Association however, at its option, may elect to recompute the budget based upon the addition Lots subject to the assessment.
- 6.6 Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Subdivision, does hereby covenant and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed a covenant to pay to the Association all assessments or other charges as may be fixed, established and collected from time to time in the manner provided in the Declaration or the Association Bylaws. Such assessments and charges, together with any interest, expenses or attorney's fees imposed shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge became due. Such liens and personal obligation shall be enforced in the manner set forth below.

**ARTICLE 7**  
**ENFORCEMENT**

- 7.1 Non-qualifying improvements and Violation of General Protective Covenants. In the event, any Owner who constructs or permits to be constructed on their Lot an improvement contrary to the provision of this Declaration, or causes or permits any improvement activity, condition or nuisance contrary to the provision of this Declaration to remain uncorrected or unabated on the Owner's Lot, then the Association acting through its Board of Directors shall notify the Owner in writing of any such specific violation of this Declaration and shall require the Owner to remedy or abate the same in order to bring their Lot, the improvements thereon and the uses thereof, into conformance with this Declaration. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within sixty (60) days of written notice to the Owner, then the Association acting through its Board of Directors, shall have the right to do any or all of the following:
- 7.1.1 Assess reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation, which fines shall constitute individual assessments for purposes of this Declaration.
  - 7.1.2 Enter the offending Lot and remove the causes of such violation, or alter, repair or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amount shall be payable to the Board of Directors as an individual assessment, provided that no items of construction shall be altered or demolished in the absence of judicial proceeding, or
  - 7.1.3 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.
- 7.2 Default in Payment of Assessments/Enforcements of Lien. If an assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such assessment or charge shall become delinquent and shall bear interest from the due date at the rate of nine percent (9%) per annum. In such event the Association may exercise any or all of the following remedies;
- 7.2.1 The Association may suspend such owner's voting rights until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining installments of any annual assessment immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from the Owner's Lot.

- 7.2.2 The association shall have a lien against each lot for any assessment levied against the lot, including any fines or other charges imposed under this declaration or the bylaws against the Owner of the lot from the date on which the assessment is due. The provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 94.704 to 94.716 as the same may be amended, shall apply to the Association's lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under ORS Chapter 88. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease, mortgage and convey the lot.
- 7.2.3 The association may bring an action to recover a money judgment for unpaid assessments under this Declaration without foreclosing or waiving the lien described in paragraph 7.2.2 above. Recovery on any such action, however, shall operate to satisfy the lien, or portion thereof, for which recovery is made.
- 7.3 The Association shall have any other remedy available to it by law or in equity.
- 7.4 Notification of First Mortgagee. The Association shall notify any first mortgagee of any individual lot of any default in performance of this declaration by the lot owner which is not cured within sixty (60) days after notice of default to the owner. Any sale or transfer of any lot subject to a lien shall not affect the assessment lien and shall not release the lot from any liability from any assessment or charges.
- 7.5 Expenses and Attorney fees. A late charge may be charged for each delinquent assessment in an amount established from time to time by resolution of the Board of Directors of the Association not to exceed thirty percent (30%) of such assessment. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board of Directors of the Association. In the event the association shall bring any suit or action to enforce this Declaration, or to collect any money due under this Declaration or to foreclose a lien, The owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable attorney fees at trial and upon appeal.
- 7.6 Non-exclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted under this Declaration or permitted by law. The remedies provided in this Declaration are not exclusive. In addition, any aggrieved owner may bring an action against another owner or the Association to recover damages or to enjoin abate or remedy any violation of this Declaration by appropriate legal proceedings.

**ARTICLE 8**  
**MISCELLANEOUS PROVISIONS**

- 8.1 Amendment and Repeal. Pursuant to ORS 94.590 this Declaration, or any provision thereof, may be amended or repealed by the vote or written consent of owners holding not less than seventy-five percent (75%) of the lots, together with the written consent of Class B member, if Class B membership has not been terminated as provided in this Declaration. Any such amendment or repeal shall become effective only upon recordation in the Deed Records of Klamath County, Oregon, of a certificate of the president or secretary of the Association setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in the manner required by this Declaration. In no event shall an amendment under this section create, limit or diminish Declarant rights without Declarant's written consent, or change the boundaries of any lot.
- 8.2 Association Policies and Procedures. In addition, the Association, from time to time, may adopt, modify, and revoke, in accordance with the voting procedures contained herein, policies and procedures governing the conduct of persons and the operation and use of residential lots as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of Redwood Hills.
- 8.3 Regulatory Amendments. Notwithstanding the above-mentioned provisions, until termination of the Class B membership, Declarant shall have the right to amend this Declaration and the Articles of Incorporation and Bylaws of the Association in order to comply with the requirements of any applicable statute, ordinance or regulation of governmental agencies of the United States or the State of Oregon.
- 8.4 Duration. This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Redwood Hills subdivision. and shall be binding upon the grantors, grantees, the heirs, successors and assigns.
- 8.5 Invitees. All invitees, contractors, family members and other persons entering the subdivision under rights derived from the owner shall comply with all of the provisions of this Declaration restricting or regulation the owner's use, improvement or enjoyment of their lot and other area within the subdivision. The owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the owner.
- 8.6 Parcel changes. In the event an owner of a parcel subsequently divides a parcel into smaller lots, with appropriate governmental agency approvals, and each of the new lots shall be subject to the provisions of this declaration and shall be subject to the Homeowner Association dues and assessments.

- 8.7 Annexation of Additional Property. Declarant may from time to time, and in its sole discretion, annex to Redwood Hills, as additional property any real property now or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of real property to annex the real property owned by them to Redwood Hills, providing said property is or becomes contiguous with the original development lands of Tract 1459 or Tract 1534. The annexation of such real property shall be accomplished in accordance with the rule and laws of the State of Oregon and:
- 8.7.1 The owner or owners of such real property shall record a declaration which shall be executed by or bear the approval of Declarant and shall, among other things, describe the real property to be annexed, designate the Project of which such property is a part, and establish land classifications for the additional property.
- 8.7.2 The property included in any such annexation shall thereby become a part of Redwood Hills and this Declaration. Declarant and the association shall have and shall accept and exercise administration of this Declaration with respect to such additional property.
- 8.7.3 Upon annexation, additional lots so annexed shall be entitled to the same voting rights as other lot owners in Redwood Hills as set forth in Article 5 of this Declaration.
- 8.8 Nonwaiver. Failure by the Association or by 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.
- 8.9 Construction, Severability, Number, Captions. This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining portions of this declaration. As used in this Declaration, the singular shall include the masculine, feminine, and nongender, as the context requires. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of the Declaration.

8.10 Notices and other documents. Any notice or other document permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty-four (24) hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, and addressed to the lot owner or the Declarant. Until further notice, notices to the Declarant shall be addressed to:

Ramirez Properties, LLC  
c/o Samuel A. Ramirez  
P.O. Box 2866  
La Pine, OR 97739

Upon agreement of both parties, email may be used so long as the agreement is in writing and sets forth the email address to be used.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first written above.

DATED this 3<sup>rd</sup> day of May, 2019.

Samuel A. Ramirez  
Samuel A. Ramirez, Authorized Manager

State of Alaska       )  
                                  ) ss.  
1st Judicial District   )

SUBSCRIBED AND SWORN to before me this 3 day of May, 2019 by Samuel A. Ramirez, duly authorized manager of Ramirez Properties, LLC.



Allison Fargo  
Notary Public for Alaska  
My commission expires: 10/12/22



## **EXHIBIT "A"**

**Assessments.** All assessments and other charges, fines and fees imposed by the association on an owner in accordance with this Declaration, including, but not limited to , annual assessments, special assessments and emergency assessments.

**Association and Homeowners Association.** The corporation to be formed to serve as the owners association as provided, and its successors and assigns.

**Home Owners Association or Committee.** The committee appointed pursuant to Article 5 of this declaration.

**Declarant.** Ramirez Properties, LLC.

**Improvement.** Every structure or improvement of any kind, including, but not limited to, roads, utilities, fences, walls, driveways swimming pools, storage shelters or other products of construction efforts on or in respect to the property.

**Lot.** A platted or partition plot or track within the property, with the exception of any tract or lot marked on a plat of the property as being common or open space or so designated in this Declaration or the declaration annexing such property to Redwood Hills.

**Owner.** The person or persons, or entity including Declarant, owning any lot in the property, but does not include a holder of a leasehold interest or a person or entity holding only a security interest in a lot. The rights, obligations and other status of being an owner commences upon acquisition of the ownership of a lot and terminates upon disposition of such ownership, the termination of such ownership shall not discharge an owner from obligations incurred prior to termination.

**Policies and procedures.** Those policies, procedures, rules and regulations adopted by the association pursuant to the authority granted in this declaration, as the same may be amended from time to time.

**Sold.** That legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.

**This Declaration.** All the easements, covenants, restrictions and charges set forth in this Declaration as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

