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Fee: \$162.00

After recording, return to:

Jeremy Morris, P.E.  
Klamath County  
Public Works Director  
305 Main Street  
Klamath Falls, OR 97601

### **RESTATED DECLARATION OF SANITARY SEWERAGE PUMP STATION MAINTENANCE AGREEMENT**

THIS RESTATED DECLARATION OF SANITARY SEWERAGE PUMP STATION MAINTENANCE AGREEMENT (this "Declaration") is made by KLAMATH COUNTY, a political subdivision of the State of Oregon; ALPEN PROPERTIES, LLC, an Oregon limited liability company; THOMAS H. GASTALDI and LU R. GASTALDI, Trustees of the THOMAS H. AND LU R. GASTALDI TRUST; and BACCHUS INVESTORS LLC, an Oregon limited liability company and LGH II LLC, an Oregon limited liability company ("Declarants"), and WESGO LIFT STATION CORPORATION, an Oregon nonprofit corporation ("Corporation").

#### **RECITALS**

A. The Declarants are each owners of a lot within Tract 1357, according to the official plat on file in the office of the County Clerk of Klamath County, Oregon (the "Plat"), a copy of which is attached hereto as Exhibit "A". Klamath County is the owner of Lot 1; Alpen Properties, LLC is the owner of Lot 2; Thomas H. Gastaldi and Lu R. Gastaldi, Trustees of the Thomas H. and Lu R. Gastaldi Trust are owners of Lot 3; and Bacchus Investors LLC, an Oregon limited liability company and LGH II LLC, an Oregon limited liability company are each an owner of a 50% undivided interest, as tenants in common, of Lot 4.

B. On August 26, 2004, MELVIN L. STEWART, BENJAMIN J. MENOLD and KLAMATH COUNTY, formed a partnership known as WESGO for the operation and maintenance of a sanitary sewerage pumping station (the "Lift Station"). The above-referenced partnership was memorialized by the Sanitary Sewerage Pump Station Maintenance Agreement executed as of August 26, 2004 and recorded in Volume M04, Pages 59426-27 of the Official Records of Klamath County, Oregon. The parties to the Wesgo partnership desire to form a nonprofit corporation to which will be delegated and assigned the powers and authority to own, maintain, and administer the Lift Station; to administer and enforce the covenants, conditions, and restrictions of this Declaration; and to collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, Declarants declare that the Lift Station will be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens, which will run with the land, which will be binding on all parties having or acquiring any right, title, or interest in the Lift Station or any part thereof, and which will inure to the benefit of the Declarants and of each Owner.

## **Article 1 DEFINITIONS**

**1.1** *Articles* means the Articles of Incorporation for the nonprofit corporation, Wesgo Lift Station Corporation, as filed with the Oregon Secretary of State.

**1.2** *Board* means the Board of Directors of the Corporation.

**1.3** *Bylaws* means and refers to the Bylaws of the Corporation, which will be recorded in the Klamath County, Oregon, deed records.

**1.4** *Corporation* means and refers to WESGO LIFT STATION CORPORATION, an Oregon nonprofit corporation, and its successors and assigns.

**1.5** *Declaration* means and refers to the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

**1.6** *Declarants* means and refers to ALPEN PROPERTIES, LLC, an Oregon limited liability company; THOMAS H. GASTALDI and LU R. GASTALDI, Trustees of the THOMAS H. AND LU R. GASTALDI TRUST; BACCHUS INVESTORS LLC, an Oregon limited liability company; LGH II LLC, an Oregon limited liability company; and KLAMATH COUNTY, a political subdivision of the State of Oregon, and their successors or assigns, or any successor or assign to all or the remainder of their interest in Lift Station.

**1.7** *Lift Station* means and refers to a sanitary pumping station, the force main, and all other equipment and fixtures necessary to convey sanitary sewage affluent from each Lot to the sanitary pumping station, located in the Northwest corner of Lot 4, including any improvements located thereon, which improvements are intended to be devoted to the common use and enjoyment by the Members.

**1.8** *Lift Station Easement* means the easement located on Lot 4 and delineated on the Plat as the 25-foot wide sanitary sewer easement.

**1.9** *Lot* means and refers to Lots 1 through 4 within the Plat. Lot may also mean any new tract of land that is made subject to this Declaration by the consent of the Owner of such tract of land and a vote of Seventy-Five Percent (75%) of the Lots.

**1.10** *Members* means and refers to each Owner of a Lot.

**1.11** *Plat* means Tract 1357 according to the Official Plat on file in the office of the County Clerk of Klamath County, Oregon.

**1.12** *Owner* means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot, or a purchaser in possession of a Lot under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

**1.13** *Owner's Easement Beneficiary* means and refers to the grantees, heirs, assigns, successors in interest, lessees, tenants, and invitees of each Owner.

**1.14** *Reserve Account(s)* means and refers to an account set up by the Board to hold funds for construction, improvements, or maintenance of the Lift Station.

## **Article 2 OWNERSHIP AND EASEMENTS**

**2.1** **Lift Station Easement.** The Lift Station Easement is a nonexclusive easement for the benefit of all of the Owners and the Owners' Easement Beneficiaries for the purpose of providing sanitary sewerage service to each Owner's Lot. The Lift Station shall be maintained in the course of events by the Corporation as provided for herein. In the event of an emergency where the Corporation is not able to act, each Owner shall have access to any portion of the Lift Station for the purpose of maintaining, repairing, or replacing the Lift Station or a portion thereof.

**2.2** **Ownership of Lots.** If more than one person or entity owns an undivided interest in the same Lot, such persons or entities will constitute one Owner.

**2.3** **Nonseverability.** The interest of each Owner in the use and benefit of the Lift Station Easement is appurtenant to the Lot owned by the Owner. No Lot may be conveyed by the Owner separately from the interest in the Lift Station Easement. Any conveyance of any Lot automatically transfers the right to use the Lift Station Easement without the necessity of express reference in the instrument of conveyance. There may be no judicial partition of the Lift Station Easement. Each Owner, whether by deed, gift, devise, or operation of law, for the Owner's benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests, and causes of action for judicial partition of any interest in the Lift Station Easement and agrees that no action for judicial partition may be instituted, prosecuted, or reduced to judgment. Each of the easements granted or reserved herein will be deemed to be established upon the recordation of this Declaration, will thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots.

## **Article 3 LIFT STATION**

**3.1** **Use of Lift Station.** Use of the Lift Station is subject to the provisions of this Declaration and Bylaws adopted by the Board. There must be no obstruction of any part of the Lift Station. No alterations or additions to the Lift Station will be permitted without the prior written consent of the Board.

**3.2** **Maintenance of Lift Station.** The Corporation will be responsible for maintenance, repair, replacement, and upkeep of the Lift Station at the expense of the Owners of

Lots as further set out in Section 5.4.2. The Corporation must keep the Lift Station in good condition and repair, provide for all necessary services, and cause all acts to be done that may be necessary or proper to ensure the maintenance of the Lift Station.

**3.3 Alterations to Lift Station.** Only the Corporation may construct, reconstruct, or alter any improvement located on the Lift Station. A proposal for any construction, alteration, maintenance, or repair of any such improvement may be made at any Board meeting. The Board may adopt a proposal, subject to the limitations contained in the Bylaws, and this Declaration.

**3.4 Funding.** Expenditures for replacement or major repairs to an existing improvement for which a reserve has been collected will be made from the Reserve Account. Regular maintenance, repair, and operating expenses will be funded by annual assessments as provided in section 5.4. As provided in section 5.5, the Board may levy a special assessment to fund any construction, alteration, repair, or maintenance of an improvement (or any other portions of the Lift Station) for which no reserve has been collected or for which the Reserve Account is insufficient to cover the cost of the proposed construction, alteration, repair, or maintenance.

**3.5 Condemnation of Lift Station.** If all or any portion of the Lift Station is taken for any public or quasi-public use under any statute, by right of eminent domain, or by purchase in lieu of eminent domain, the Board will receive and expend the entire award in a manner that, in the Board's discretion, is in the best interest of the Corporation and the Owners. The Corporation must represent the interest of all Owners in any negotiations, suit, action, or settlement in connection with such matters.

**3.6 Damage or Destruction of Lift Station.** If all or any portion of the Lift Station is damaged or destroyed by an Owner or any of the Owner's guests, Occupants, tenants, licensees, agents, or members of the Owner's family in a manner that would subject the Owner to liability for the damage under Oregon law, the Owner hereby authorizes the Corporation to repair the damage. The Corporation must repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Corporation in the discretion of the Board. Reasonable costs incurred in connection with effecting the repairs will become a special assessment on the Lot and against the Owner who caused or is responsible for the damage.

#### **Article 4**

#### **MEMBERSHIP IN THE CORPORATION**

**4.1 Members.** Each Owner is a member of the Corporation. Membership in the Corporation is appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Corporation. Without any other act or acknowledgment, Occupants and Owners will be governed and controlled by this Declaration, the Articles and Bylaws.

**4.1.1 New Members.** Any future party desiring to connect to the Lift Station can become a member of the Corporation, subject to approval by vote of Seventy-Five Percent (75%) of the Owners, provided all such new members of the Corporation sign such documents as are required by the Board agreeing to be bound by the terms of this Declaration. The Board shall

evidence such addition of a new member by an amendment to this Declaration. Each new member of the Corporation may be subject to a Connection Fee as determined by the Board.

**4.1.2. Initial Membership.** ALPEN PROPERTIES, LLC, an Oregon limited liability company; THOMAS H. GASTALDI and LU R. GASTALDI, Trustees of the THOMAS H. AND LU R. GASTALDI TRUST; BACCHUS INVESTORS LLC, an Oregon limited liability company; LGH II LLC, an Oregon limited liability company; and KLAMATH COUNTY, a political subdivision of the State of Oregon.

**4.2 Proxy.** Each Owner may cast the Owner's vote in person, by written ballot, by electronic ballot if the Board of Directors so elects, or by a proxy executed by the Owner. An Owner may not revoke a proxy given under this section 4.2 except by actual notice of revocation to the person presiding over a meeting of the Corporation. A proxy will not be valid if it is undated or purports to be revocable without notice. A proxy will terminate one year after its date, unless the proxy specifies a shorter term.

**4.3 Voting Rights.** The Corporation has one class of voting members:

Each Owner will have one vote for each Lot owned with respect to all matters on which Owners are entitled to vote, and the total number of votes will be equal to the total number of Lots subject to this Declaration.

When more than one person or entity owns a Lot, the vote for the Lot may be cast as they determine, but in no event will fractional voting be allowed. Fractional or split votes will be disregarded, except for purposes of determining a quorum.

**4.4 Procedure.** All meetings of the Corporation and the Board will be conducted with such rules of order as may from time to time be adopted by the Board. Notwithstanding which rules of order are adopted, the President will be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

## **Article 5 FUNDS AND ASSESSMENTS**

**5.1 Purpose of Assessments; Expenses.** The assessments levied by the Corporation will be used exclusively for the improvement, operation, and maintenance of the Lift Station, for the administration and operation of the Corporation, and for property and liability insurance.

**5.2 Covenants to Pay.** Each Owner covenant and agree to pay the Corporation the assessments and any additional charges levied under this Declaration or the Bylaws. All assessments for operating expenses, repairs and replacement, and reserves will be allocated among the Lots and their Owners as set forth in section 5.4.2.

**5.2.1 Funds Held in Trust.** The assessments collected by the Corporation will be held by the Corporation for and on behalf of each Owner and may be used solely as set forth in section 5.1. Upon the sale or transfer of any Lot, the Owner's interest in such funds will be deemed automatically transferred to the successor in interest to the Owner.

**5.2.2 Offsets.** No offsets against any assessment will be permitted for any reason, including, without limitation, any claim that the Corporation is not properly discharging its duties.

**5.2.3 Right to Profits.** Corporation profits, if any, will be the property of the Corporation and will be contributed to the Current Operating Account.

**5.3 Basis of Assessment; Commencement of Assessments.** The initial annual assessment will commence at the first meeting of the Board of Directors. The annual assessment for any new member of the Corporation will begin on the date that they are admitted as a new member of the Corporation.

**5.4 Annual Assessments.** The Board will establish each Owner's initial assessment at the first Board meeting. The assessment will be made based on: (i) the number of users of sewage services on each Lot each Owner has; (ii) the charges for processed water for each Lot; and (iii) such other factors as the majority of the Board may determine. This assessment will be changed from time to time by the Board at any Board meeting. For proration purposes, any portion of a month will count as a full month. Annual assessments will be payable on a periodic basis, not more frequently than monthly, as determined by the Board. The fiscal year will be the calendar year unless another year is adopted by vote of the Corporation members.

**5.4.1 Budgeting.** Each year the Board will prepare, approve, and make available to each Member a pro forma operating statement (budget) containing (a) estimated revenue and expenses on an accrual basis; and (b) the amount of the total cash reserves of the Corporation currently available for replacement or major repair of the Lift Station and for contingencies; Notwithstanding that budgeting will be done on an accrual basis, the Corporation's books will be kept on a cash basis and the Corporation will be a cash basis taxpayer, unless applicable governmental regulations require otherwise. For the first fiscal year, the budget must be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board must annually prepare and approve the budget and distribute a copy or summary thereof to each Member, together with written notice of the amount of the annual assessments to be levied against each Owner's Lot, within 30 days after adoption of the budget.

**5.4.2 Allocation of Assessments.** The total amount in the budget will be charged against all Lots as annual assessments as determined by the Board.

**5.4.3 Nonwaiver of Assessments.** If before the expiration of any fiscal year the Corporation fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year will continue until a new annual assessment is fixed.

**5.5 Special Assessments.** The Board or the Owners have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

**5.5.1 Correct Deficit.** To correct a deficit in the operating budget, by vote of a majority of the Board;

**5.5.2 Special Obligations of an Owner.** To collect amounts due to the Corporation from an Owner for breach of the Owner's obligations under this Declaration or the Bylaws, by vote of a majority of the Board;

**5.5.3 Repairs.** To collect additional amounts necessary to make repairs or renovations to the Lift Station if sufficient funds are not available from the operating budget or replacement reserve accounts, by vote of a majority of the Board; or

**5.5.4 Capital Improvements.** To make capital acquisitions, additions, or improvements, by vote of at least 80 percent of all votes allocated to the Lots.

## **5.6 Accounts.**

**5.6.1 Types of Accounts.** Assessments collected by the Corporation will be deposited into at least two separate accounts with a bank, which accounts will be clearly designated as (a) the Current Operating Account and (b) the Reserve Account. The Board must deposit those portions of the assessments collected for current maintenance and operation into the Current Operating Account and must deposit those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account. Withdrawal of funds from the Corporation's Reserve Account requires the signatures of either two Directors or one Director and an officer of the Corporation who is not a Director.

**5.6.2 Reserve Account.** Declarants must establish a Reserve Account, in the name of the Corporation, which must be kept separate from all other funds held by the Corporation. The Corporation will pay out of the Reserve Account only those costs that are attributable to the maintenance, repair, or replacement of the Lift Station that normally requires replacement, in whole or in part, within one to 30 years and not for regular or periodic maintenance and expenses. No funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes.

**5.6.2.1 Loan from Reserve Account.** If at any point the Corporation cannot meet its annual operating costs, the Board may borrow funds from the Reserve Account. Funds borrowed must be repaid later from assessments if the Board has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board must adopt by resolution a written payment plan providing for repayment within a reasonable period.

**5.6.2.2 Investment of Reserve Account.** Nothing in this section 5.6 prohibits the prudent investment of Reserve Account funds, subject to any constraints imposed by the Oregon law, the Board, or the Bylaws.

**5.6.2.3 Refunds of Assessments.** Assessments paid into the Reserve Account are the property of the Corporation and are not refundable to sellers or Owners of Lots.

**5.6.3 Current Operating Account.** All costs other than those to be paid from the Reserve Account under section 5.6.2 may be paid from the Current Operating Account.

## **5.7 Default in Payment of Assessments; Enforcement of Liens.**

**5.7.1 Personal Obligation.** Any assessment properly imposed under this Declaration or the Bylaws is the joint and several personal obligation of all Owners of the Lot to which the assessment pertains. In a voluntary conveyance (i.e., one other than through foreclosure

or a deed in lieu of foreclosure), the grantees will be jointly and severally liable with the grantors for all Corporation assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Corporation to recover the assessments without either waiving or foreclosing the Corporation's lien.

**5.7.2 Corporation Lien.** The Corporation has a lien against each Lot for any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof that is delinquent. The lien will accumulate all future assessments or installments, interest, late fees, penalties, fines, attorney fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Corporation, until such amounts are fully paid. Recording of this Declaration constitutes record notice and perfection of the lien. The lien may be foreclosed at any time in accordance with the Oregon Planned Community Act. The Corporation must record a notice of a claim of lien for assessments and other charges in the deed records of Klamath County, Oregon, before any suit to foreclose may be filed. The lien of the Corporation will be superior to all other liens and encumbrances except property taxes and assessments; any first mortgage, deed of trust, or land sale contract recorded before the Corporation's notice of lien; and any mortgage or deed of trust granted to an institutional lender that is recorded before the Corporation's notice of lien.

**5.7.3 Interest, Fines, Late Fees, and Penalties.** The Board, in its reasonable discretion, may from time to time adopt resolutions to set the rate of interest and to impose late fees, fines, and penalties on delinquent assessments or for violations of the provisions of this Declaration or the Bylaws. The adoption of such impositions must be communicated to all Owners in writing not less than 30 days before the effective date by a notice mailed to the assessment billing address of each Owner. The impositions will be considered assessments that are lienable and collectible in the same manner as any other assessments; however, fines or penalties for violation of this Declaration or the Bylaws, other than late fees, fines, or interest arising from an Owner's failure to pay regular or special assessments may not be imposed against an Owner or the Owner's Lot until the Owner is given an opportunity for a hearing as elsewhere provided herein.

**5.7.4 Acceleration of Assessments.** If an Owner is delinquent in payment of any assessment or installment on any assessment, the Corporation, on not less than 10 days' written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

**5.7.5 Corporation's Right to Rents; Receiver.** In any foreclosure suit by the Corporation with respect to a lien described in section 5.7.2, the Corporation is entitled to collect reasonable rent from the defaulting Owner for the use of the Owner's Lot and is entitled to the appointment of a receiver.

## **Article 6 MISCELLANEOUS PROVISIONS**

**6.1 Records.** The Board must preserve and maintain minutes of the meetings of the Corporation, the Board, and any committees. The Board must also keep detailed and accurate financial records, including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts must designate the name and



address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid on the account, and the balance due on the assessments. The minutes of the Corporation, the Board, and Board committees, and the Corporation's financial records must be maintained in the State of Oregon and reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Corporation for providing copies.

**6.2 Indemnification of Directors, Officers, Employees, and Agents.** The Corporation must indemnify any Director, officer, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Corporation) by reason of the fact that the person is or was a Director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the suit, action, or proceeding if the person acted in good faith and in a manner that the person reasonably believed to be in, or not opposed to, the best interest of the Corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that the person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent, will not of itself create a presumption that a person did not act in good faith and in a manner that the person reasonably believed to be in, or not opposed to, the best interest of the Corporation, and, with respect to any criminal action or proceedings, had reasonable cause to believe that the person's conduct was unlawful. Payment under this clause may be made during the pendency of the claim, action, suit, or proceeding as and when incurred, subject only to the right of the Corporation to reimbursement of the payment from the person, should it be proven at a later time that the person had no right to the payments. All persons who are ultimately held liable for their actions on behalf of the Corporation as a Director, officer, employee, or agent will have a right of contribution over and against all other Directors, officers, employees, or agents and members of the Corporation who participated with or benefited from the acts that created the liability.

**6.3 Enforcement; Attorney Fees.** The Corporation and the Owners have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Corporation or by any Owner to enforce any covenant, condition, or restriction herein contained will in no event be deemed a waiver of their right to do so thereafter. If suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, suit or action for the collection of assessments), the prevailing party will be entitled to its actual administrative costs incurred because of a matter or event that is the subject of the suit or action, attorney fees and costs in the suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court. In addition thereto, the Corporation will be entitled to its reasonable attorney fees and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Corporation's actual administrative costs, whether or not suit or action is filed.

**6.4 Severability.** Invalidation of any one of these covenants, conditions, or restrictions

by judgment or court order will not affect the other provisions hereof and the same will remain in full force and effect.

**6.5 Duration.** The covenants, conditions, and restrictions of this Declaration run with and bind the land for a term of 35 years from the date of this Declaration being recorded, after which time they will be automatically extended for successive periods of 10 years, unless rescinded by a vote of at least 75 percent of the Owners.

**6.6 Language About How Votes Are Counted.** *To be determined after the rates are agreed upon and established by all five parties.*

**6.7 Amendment.** This Declaration may be amended at any time by an instrument approved by not less than Seventy-Five Percent (75%) of the total votes allocated to the Lots. Any amendment must be executed, recorded, and certified as provided by law; however, no amendment of this Declaration will effect an amendment of the Bylaws or Articles without compliance with the provisions of those documents and the Oregon Nonprofit Corporation Act.

**6.8 Resolution of Document Conflicts.** In the event of a conflict among any of the provisions in the documents governing the Corporation, the conflict must be resolved by looking to the following documents in the order shown below:

1. Restated Declaration;
2. Articles;
3. Bylaws.


**6.9 Effect of Restatement.** This Declaration of Sanitary Sewerage Pump Station Maintenance Agreement replaces in its entirety the Sanitary Sewerage Pump Station Maintenance Agreement executed as of August 26, 2004 and recorded in Volume M04, Pages 59426-27 of the Official Records of Klamath County, Oregon.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarants have executed this Declaration effective the date last signed by the parties below.

Date: 4/8/25

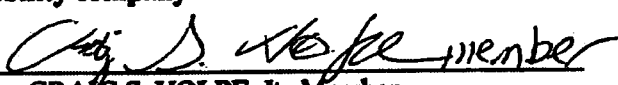
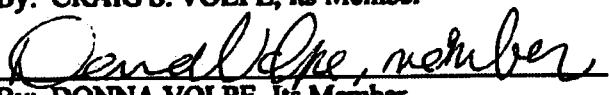
KLAMATH COUNTY, OREGON, a political  
subdivision of the State of Oregon

  
By: Kelley Minty  
Title: Chair

Owner of Lot 1

Date: 3/14/25

ALPEN PROPERTIES, LLC, an Oregon limited  
liability company

  
By: CRAIG S. VOLPE, Its Member  
  
By: DONNA VOLPE, Its Member

Owner of Lot 2

Date: 3/10/25

  
THOMAS H. GASTALDI, Trustee of the  
Thomas H. and Lu R. Gastaldi Trust

  
LU R. GASTALDI, Trustee of the Thomas H.  
and Lu R. Gastaldi Trust

Owners of Lot 3

Date: 8/21/2024

BACCHUS INVESTORS, LLC, an Oregon  
limited liability company

  
By: TODD COLLINS, Its Manager

  
By: POLLI COLLINS, Its Manager

Date: 8/21/2024

**LGH II, an Oregon limited liability company**

Joseph Kappler  
By: JOSEPH KAPPLER, Its Manager

Cecilia M. Kappler  
By: ANNE KAPPLER, Its Manager

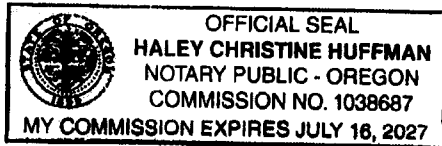
**Owners of Lot 4**

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on April 8, <sup>2025 HH</sup>~~2024~~, by Kelley Minty, as Commissioner of Klamath County, a political subdivision of the State of Oregon.

Before me:



[Signature]  
Notary Public for Oregon  
My Commission Expires: 7/16/2027

STATE OF OREGON

County of Klamath

On this 14<sup>th</sup> day of March, <sup>2025 DB</sup>~~2024~~, personally appeared the above-named CRAIG S. VOLPE, a Member of ALPEN PROPERTIES, LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be executed by him on behalf of said limited liability company and by authority of its Operating Agreement.

Before me:



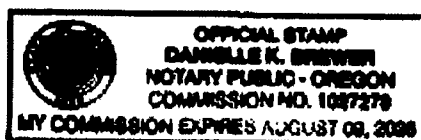
[Signature]  
Notary Public for Oregon  
My Commission Expires: August 08<sup>th</sup>, 2026

STATE OF OREGON

County of Klamath

On this 14<sup>th</sup> day of March, <sup>2025 DB</sup>~~2024~~, personally appeared the above-named DONNA VOLPE, a Member of ALPEN PROPERTIES, LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be executed by her on behalf of said limited liability company and by authority of its Operating Agreement.

Before me:



[Signature]  
Notary Public for Oregon  
My Commission Expires: August 08<sup>th</sup>, 2026

STATE OF OREGON

County of Klamath

On this 10 day of March, 2025, personally appeared the above-named THOMAS H. GASTALDI, Trustee of the THOMAS H. and LU R. GASTALDI TRUST, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

[Signature]  
Notary Public for Oregon

My Commission Expires: 3/7/26



STATE OF OREGON

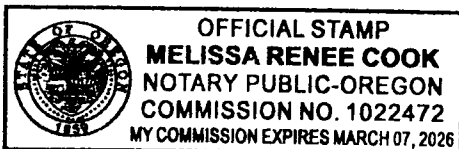
County of Klamath

On this 10 day of March, 2025, personally appeared the above-named LU R. GASTALDI, Trustee of the THOMAS H. and LU R. GASTALDI TRUST, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

[Signature]  
Notary Public for Oregon

My Commission Expires: 3/7/26



STATE OF OREGON

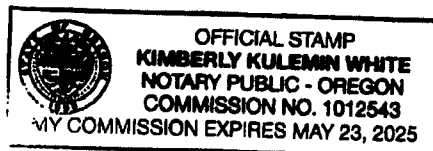
County of Clackamas

On this 21st day of August, 2024, personally appeared the above-named TODD COLLINS, a Manager of BACCHUS INVESTORS LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be executed by him on behalf of said limited liability company and by authority of its Operating Agreement.

Before me:

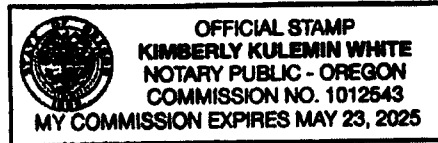
[Signature]  
Notary Public for Oregon

My Commission Expires: 5/23/2025



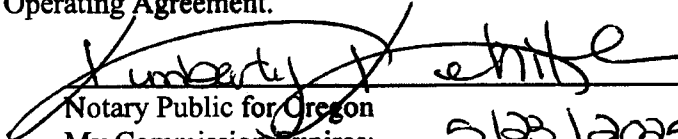
STATE OF OREGON )

County of Clackamas )



On this 21st day of August, 2024, personally appeared the above-named POLLI COLLINS, a Manager of BACCHUS INVESTORS LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be executed by her on behalf of said limited liability company and by authority of its Operating Agreement.

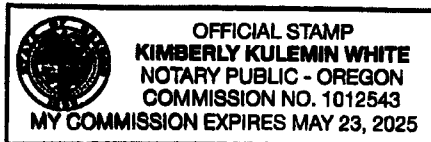
Before me:

  
Notary Public for Oregon  
My Commission Expires: 5/23/2025

STATE OF OREGON )

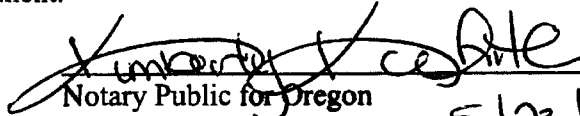
County of Clackamas )

) ss.



On this 21st day of August, 2024, personally appeared the above-named JOSEPH KAPPLER, a Manager of LGH II LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be executed by him on behalf of said limited liability company and by authority of its Operating Agreement.

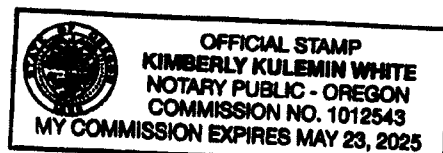
Before me:

  
Notary Public for Oregon  
My Commission Expires: 5/23/2025

STATE OF OREGON )

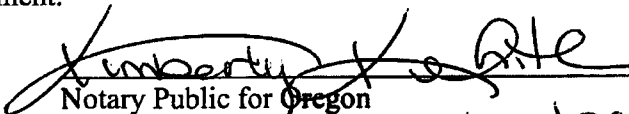
County of Clackamas )

) ss.



On this 21st day of August, 2024, personally appeared the above-named ANNE KAPPLER, a Manager of LGH II LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be executed by her on behalf of said limited liability company and by authority of its Operating Agreement.

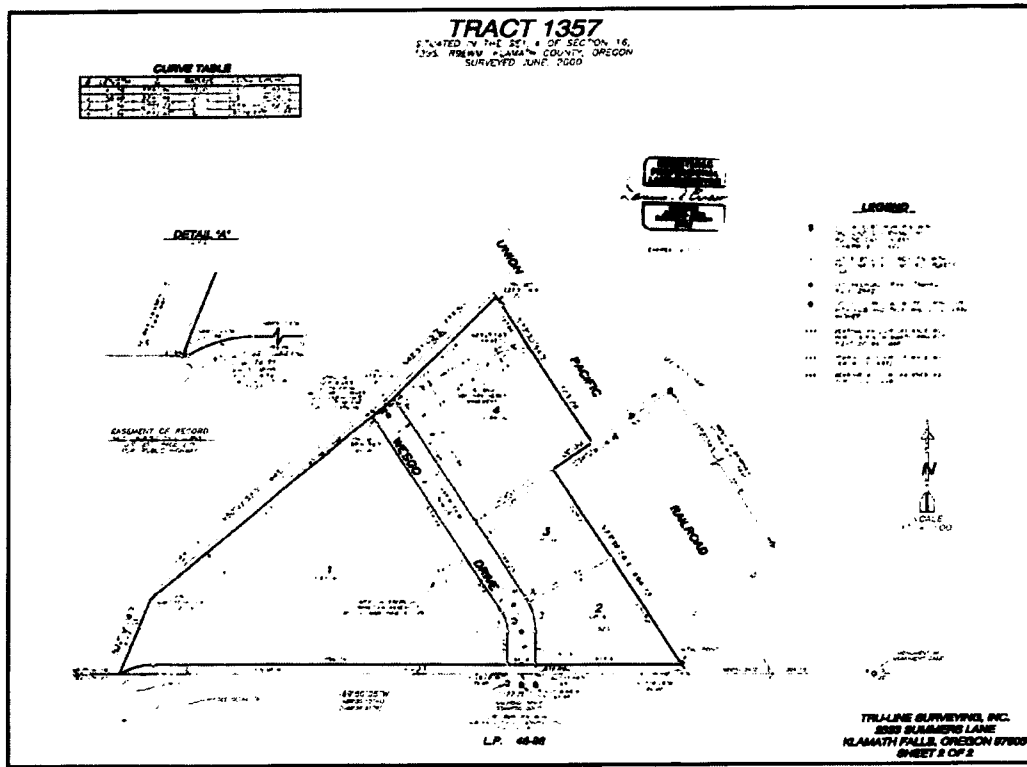
Before me:

  
Notary Public for Oregon  
My Commission Expires: 5/23/2025

**Tract 1357 Plat**

[illegible]





125-4