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CT- 85385-JT
ROAD MAINTENANCE AGREEMENT

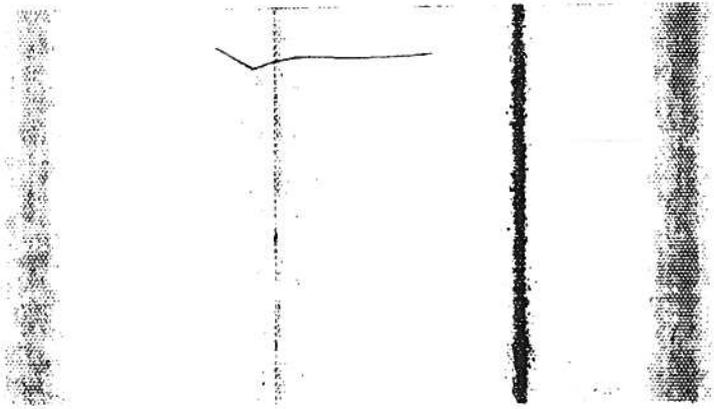
20.00
20.00

THIS DECLARATION of agreement is made this 12th day of May 1992 by Dan E. Bunn hereinafter called Declarants, for themselves, their heirs, personal representatives, successors, grantees and assigns.

WHEREAS, the Declarants are the owners of land located in Jackson County, Oregon, served by the east 1975 feet of North Roxy Drive, and which is more particularly described as follows: That road serving Lots 1 through 8 of Eleven-Eighty Orchard Tract, Plat Map 37-1W-Section 3. Owners of Lot 4,5,7 and 8, ALSO: Lot 1,2, and 3 if purchased by Dan E. Bunn as planned.

WHEREAS, the parties desire to utilize the public road for common ingress and egress to their respective properties and to maintain same according to the terms and provisions hereof.

NOW THEREFORE, Declarants hereby declare that the public road herein described shall be subject to the following conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property owned by the Declarants and described herein, and shall be binding upon all parties having any right, title, or interest in such real property or any part thereof, including their heirs, personal representatives, successors, grantees, and assigns, and same shall inure to the benefit of each owner of such properties.



an action at law against the non-paying owner personally. The cost per parcel per year shall not exceed the sum of \$200.

3. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed or like encumbrance upon any of the Declarants' properties. Sale or transfer of any of the Declarants' properties shall not affect the assessment lien; PROVIDED, HOWEVER, the sale or transfer of any such property pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such property from liability for any assessments thereafter becoming due or from the lien thereof.

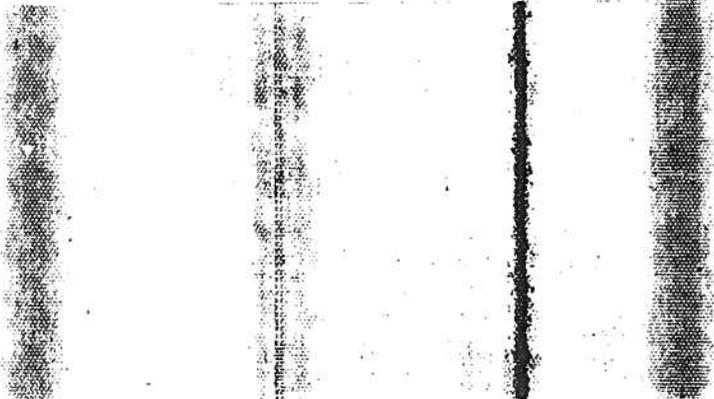
4. Each owner agrees to defend, indemnify and hold the other owners harmless from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of his own use of the roads, or use by his invitees, guests, agents or employees. Each owner assumes all risks arising out of his own use of the roads and none of the other owners shall have any liability as between themselves for any condition existing thereon.

5. In the event suit, or action, or appeal thereon, is brought in the premises of this Declaration, the losing party or parties shall pay the prevailing party or parties reasonable attorney fees as determined by the Court.

6. The invalidity of any one (1) of the covenants and restrictions, or portions thereof, as contained in this Declaration shall not affect the validity of the remaining provisions and portions thereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration has been executed on the

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1. Declarants are the owners of the real property set forth
Lots 8,7,5,4/- ^{of above mentioned plat} ALSO: Owners of Lots 1,2 and 3 ^{of above mentioned plat} / or any portions
thereof will agree to sign this agreement if Dan E. Bunn or Gregg
Adams purchases them as planned.

2. The expenses of maintaining and repairing the roads shall
be paid equally by the owners of those parcels which utilize same
for residential purposes (or other distribution). The owners of
those parcels utilizing the roads shall attempt to agree upon the
amount of maintenance and the individuals who should be contracted
with to perform same. The expenses of maintaining the roads shall
constitute a charge on the property of the owners utilizing same
for residential purposes and shall be a continuing lien upon their
respective properties until paid. Such lien shall also include all
interest, costs of collection and reasonable attorney fees in
collecting and enforcing same. As well, such assessment together
with the aforesaid costs and fees shall be the personal obligation
of the individual owner of such property as of the date when the
assessment for expenses fell due. The assessment for the expenses
shall become due as of thirty (30) days after presentment of the
invoice for the repairs and maintenance. The assessment shall bear
interest at the rate of ten (10) percent per annum from thirty (30)
days after the presentment date until paid. Any owner who shall
have paid his share of the assessment may bring an action in equity
to foreclose the lien against the non-paying owner's property or

92-14292

date first above written by the Declarants.

[Handwritten Signature]

(Signature of Declarant)

(Signature of Declarant)

(Signature of Declarant)

STATE OF OREGON)
County of Jackson) ss.
5/15/92
(Month, Date, Year)

Personally appeared before me the above named Mark & Lisa
and acknowledged the foregoing instrument
to be his/her voluntary act and deed.

[Handwritten Signature]
Notary Public for Oregon
My Commission expires: 7/4/93

Jackson County, Oregon
Recorded
OFFICIAL RECORDS
1:23 MAY 18 1992 PM.
KATHLEEN S. BECKETT
CLERK and RECORDER
By [Handwritten Signature] Deputy

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